



4800 West Copans Road
Coconut Creek, FL 33063

Request for Proposal No. 08-19-20-09
Processing, Recycling and Disposal of Construction
and Demolition Debris (C&D), Bulk and Yard Waste

August 19, 2020, 9:00 am

Submitted by



1840 N.W. 33rd Street
Pompano Beach, Florida 33064
954-947-4000
www.coastalwasteinc.com



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Coastal Waste & Recycling is a privately owned, locally operated solid waste and recycling collection and processing company serving communities from Miami Dade County to St. Lucie County. Coastal Waste & Recycling has over 200 employees and services over 269,500 residential collection customers with 34,100 residential collection services daily. Coastal Waste currently operates five processing facilities in Florida.

Coastal One: Located in Martin County, Coastal One accepts Class III Waste, C&D, and Yard Waste.

Coastal Two: Located in Palm Beach County, Coastal Two accepts C&D and Yard Waste.

Coastal Four: Located in Broward County, Coastal Four accepts Class III Waste, C&D and Yard Waste.

Coastal Six: Located in Miami Dade County, Coastal Six accepts C&D.

Coastal Eight: Located in Miami Dade County, Coastal Eight accepts C&D.

Coastal Four, located at 1840 NW 33rd Street in Pompano Beach, will be the facility for operations of the Processing, Recycling and Disposal of Construction and Demolition Debris (C&D) Bulk and Yard Waste. Coastal Four is less than four miles from City Hall.

Coastal Four is permitted to accept 9,000 cubic yards a day. Coastal Four has accepted 103,605 tons so far in 2020. Chad Abell and Juan Garcia are the contact persons for Coastal Four. Their contact number is 954-947-4000

Inbound								
	January	February	March	April	May	June	July	Total
C&D	9,873.45	8,925.27	9,364.52	6,619.34	9,833.34	11,830.79	12,405.03	68,851.72
CARDBOARD	0.00	0.00	0.00	188.74	0.00	0.00	0.00	188.74
CLASS III BULK	0.00	0.00	0.00	2.91	281.53	240.15	355.50	880.09
CONCRETE	213.07	170.43	346.82	15.34	177.07	246.72	223.51	1,392.96
RECOVERED MATERIALS	472.29	541.02	880.31	303.46	592.99	665.01	727.68	4,182.76
ROOFING	1,527.00	1,688.94	1,831.45	1,415.83	1,252.99	1,929.70	2,025.72	11,671.63
SINGLE STREAM RECYCLING	0.00	0.00	0.00	88.59	99.97	105.48	111.94	405.98
STUMPS	108.49	42.49	6.95	9.47	9.99	34.63	43.17	255.19
TIRES	0.00	0.00	0.00	0.00	0.00	0.00	0.93	0.93
WOOD	54.20	158.54	168.06	177.60	188.83	121.42	197.95	1,066.60
YARDWASTE (VEG)	1,195.00	1,531.36	2,152.26	2,440.53	2,399.27	2,497.70	2,492.90	14,709.01
Total	13,443.50	13,058.05	14,750.36	11,261.81	14,835.98	17,671.60	18,584.32	103,605.61

Outbound								
	January	February	March	April	May	June	July	Total
ALUMINUM	-8.11	-7.01	-6.14	-4.09	-8.00	-5.50	-10.57	-49.42
BATTERIES	-0.59	0.00	-0.38	0.00	-0.32	0.00	-0.62	-1.91
C&D RESIDUE	-5,192.04	-5,107.83	-5,299.19	-3,934.86	-4,278.86	-5,801.90	-6,106.28	-35,720.94
CARDBOARD	-215.33	-245.93	-276.17	-183.84	-134.46	-130.14	-150.83	-1,336.70
CONCRETE	-2,467.39	-1,961.37	-2,526.24	-1,779.30	-2,509.28	-3,437.01	-3,615.50	-18,296.09
CONTAMINATION	0.00	0.00	-7.80	0.00	0.00	0.00	0.00	-7.80
HARDWOOD MULCH	-676.13	-1,125.89	-989.98	-701.46	-1,060.56	-213.11	-19.92	-4,787.05
HARDWOOD WHITE	0.00	0.00	0.00	0.00	0.00	-700.97	-1,358.48	-2,059.44
HDPE PLASTIC	0.00	0.00	0.00	0.00	0.00	-0.09	0.00	-0.09
LANDCLEARING	-205.51	-148.07	-298.35	-363.27	-448.02	-408.71	-227.49	-2,099.42
METAL	-367.59	-376.95	-474.93	-308.85	-406.11	-478.58	-541.77	-2,954.78
MULCH	-905.98	-1,501.04	-1,587.95	-1,307.48	-2,044.70	-1,805.35	-2,652.65	-11,805.15
RSM	-3,410.31	-2,906.51	-3,375.53	-2,564.32	-2,857.98	-4,133.35	-3,978.76	-23,226.76
TIRES	-4.30	0.00	0.00	0.00	0.00	0.00	0.00	-4.30
WOOD	-70.47	0.00	0.00	0.00	0.00	-185.01	-44.26	-299.74
Total	-13,523.75	-13,380.60	-14,842.66	-11,147.47	-13,748.29	-17,299.71	-18,707.12	-102,649.59





SOLID WASTE MANAGEMENT LICENSE

EPGMD License Number: SW-WP02974-16-02
FDEP Permit Number: 0349621-002-SO
WACS I.D. Number: 103196

APPLICANT:

Coastal Waste & Recycling of Broward County, LLC
Attention: Brendon J. Pantano, CEO / Registered Agent
1700 NW 33 ST
Pompano Beach, FL 33064
Phone: (786) 503-4266

FACILITY NAME/ADDRESS:

Coastal Waste & Recycling of Broward County, LLC
1840 NW 33RD ST
Pompano Beach, FL 33064
OPERATOR: Coastal Waste & Recycling of Broward County, LLC
ATTN: Brendon J. Pantano, CEO / Registered Agent

This license is issued under provisions of Chapter 27 of the Broward County Code of Ordinances hereinafter called the Code. The above-named applicant, hereinafter called Licensee, is hereby authorized to perform the work or operate the facility shown on the approved drawings, plans, documents, and specifications submitted by Licensee and made a part hereof and described specifically below. The issuance of this license is a final agency determination. A person with a substantial interest may file a petition to request review of or to intervene in a review of a final administrative determination, subject to the provisions of Section 27-14, Broward County Code of Ordinances, and in accordance with sections 120.569 and 120.57 of the Florida Statutes, when applicable. If no objection to this license is received within 14 days, you will be deemed to have accepted it and all the attached terms and conditions.

ALL GENERAL CONDITIONS and SPECIFIC CONDITIONS, as attached, are considered to constitute the requirements of this license. The Licensee is required to fully comply with all these conditions. Any failure to comply with conditions or requirements as set forth may result in revocation or suspension of this license and may subject the Licensee to enforcement action in accordance with provisions of Article 1, Division 4 of the Code.

LICENSE MODIFICATION STATEMENT: This license and accompanying conditions supersedes License Number SW-WP02974-16-01, issued on Jun 02, 2017, and the accompanying conditions.

NATURE OF BUSINESS: Waste Processing Facility

DESCRIPTION: The transfer of ownership for a waste processing facility for the receipt and processing of Class III waste materials such as construction and demolition debris (C&D) and yard trash. The materials are sorted into recovered materials as follows: cardboard, paper, metals, plastics, and glass. All operations shall take place inside the building at all times except for metal storage and yard trash as shown in figure A-1.

Prepared By: Alexander Erlenbach
Application Received: 10/09/2018
Date of Issue: 01/17/2019
Renewal App. Due: 04/03/2022
Expiration Date: 06/02/2022

Digitally signed by DAVID VANLANDINGHAM
Date: 2019.01.24 10:06:18 -05'00'

Environmental Engineering and Permitting Division

SOLID WASTE MANAGEMENT LICENSE

GENERAL CONDITIONS

- (1) The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the Licensee and must be completed by the Licensee and are enforceable by Environmental Protection and Growth Management Department (EPGMD) pursuant to Chapter 27 of the Broward County Code of Ordinances (BCC). EPGMD will review this license periodically and may revoke or suspend the license, and initiate administrative and/or judicial action for any violation of the conditions by the Licensee, its agents, employees, servants or representatives.
- (2) This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension, and/or enforcement action by EPGMD.
- (3) In the event the Licensee is temporarily unable to comply with any of the conditions of the license or with Chapter 27 BCC, the Licensee shall notify EPGMD within eight (8) hours or as stated in the specific section of Chapter 27 BCC. Within three (3) working days of the event, the Licensee shall submit a written report to EPGMD that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention regarding the repair, replacement and reconstruction of destroyed facilities and a schedule of events leading toward operation with the license condition.
- (4) The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violation of federal, state or local laws or regulations.
- (5) This license must be available for inspection on the Licensee's premises during the entire life of the license.
- (6) By accepting this license, the Licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity, that are submitted to the county, may be used by the county as evidence in any enforcement proceeding arising under Chapter 27 BCC, except where such use is prohibited by section 403.111, Florida Statutes.
- (7) The Licensee agrees to comply and shall comply with all provisions of the most current version of Chapter 27 BCC.
- (8) Any new owner or operator of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for and is granted a transfer of license. The transferee shall be liable for any violation of Chapter 27 BCC that results from the transferee's activities. The transferee shall comply with the transferor's original license conditions when the transferee has failed to obtain its own license.
- (9) The Licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the licensed source, activity or facility at times to EPGMD personnel for the purposes of inspection and testing to determine compliance with this license and Chapter 27 BCC.
- (10) This license does not constitute a waiver or approval of any other license, approval, or regulatory requirement by this or any other governmental agency that may be required.
- (11) Enforcement of the terms and provisions of this license shall be at the reasonable discretion of EPGMD, and any forbearance on behalf of EPGMD to exercise its rights hereunder in the event of any breach by the Licensee, shall not be deemed or construed to be a waiver of EPGMD's rights hereunder.

SPECIFIC CONDITIONS:

1. Only construction and demolition debris (C&D), yard trash, Class III waste, clean debris, and recovered materials as defined in Rule 62-701 of the Florida Administrative Code (F.A.C.) and Chapter 27-214 of the Broward County Code shall be received at this site. The incoming materials are processed into recoverable materials such as: cardboard, paper, metals, plastics, and glass.
2. This facility will have a storage capacity of approximately 8,800 cubic yards. The facility is expected to process 9,000 cubic yards/day. The total accumulation of incoming material and non-recyclable solid waste shall not exceed 8,800 cubic yards, the approved volume detailed in the license application and approved closure cost estimate.
3. This facility shall not accept or process any putrescible wastes or material suspected of being asbestos, hazardous material or biomedical wastes. Should any of these materials be delivered at the facility, the licensee shall immediately notify the Broward County Environmental Engineering and Permitting Division (EEPD), and shall arrange for the wastes to be returned to the generator or disposed of in a manner approved by the EEPD.
4. The licensee shall ensure all personnel on-site are properly trained to operate the facility with emphasis on proper identification and proper management of prohibited materials, safety, health, environmental controls, and emergency procedures. At least one trained spotter shall be on duty at all times that waste is received at the site to inspect the incoming waste. Operators and spotters shall be trained in accordance with Rule 62-701.320(15), F.A.C.
5. Each incoming load shall be inspected before being allowed to be deposited at the facility. Any loads containing prohibited material shall be rejected.
6. Prohibited material which inadvertently enters the facility shall be separated from the incoming waste stream within 48 hours from receipt on site and shall be stored in containers and disposed of at a licensed disposal facility pursuant to Rule 62-701, F.A.C. This material shall be removed from the site and properly disposed within 48 hours from receipt of material.
7. All processing of incoming C&D into recyclable materials must be completed within seven (7) working days of receipt on site, except for yard trash, clean untreated wood, and painted wood.
8. The unloading, processing, storage and loading of all solid waste shall be conducted within separate designated areas inside the building as provided in the license application. No unloading, processing, sorting, or storage of solid waste is permitted outside the building.
9. The licensee shall utilize, replace as needed and maintain all of the following: concrete areas, push walls, misters for dust and odor control, as well as the leachate/storm water control system as indicated in the license application and site plan.
10. One area for metal storage and one area for yard waste storage can be stored outside. All other recyclable materials from this facility shall be stored inside the building. In no case shall these materials remain on site longer than thirty (30) calendar days from receipt at the facility or when a container load is generated.
11. Any pressure treated wood received on site shall be extracted from the incoming material stream, placed into a designated area, and properly disposed of at a licensed facility pursuant to Rule 62-701, F.A.C.
12. Within 90 calendar days of receipt, all vegetative debris and untreated and unpainted wood shall be processed and removed from the site.

SPECIFIC CONDITIONS: cont'd

13. All non-recyclable solid waste shall be disposed of at a licensed disposal facility pursuant to Rule 62-701, F.A.C. This material shall be removed from the site within seven (7) operational days after receipt on site.
14. Odors, dust, vectors, and noise shall be strictly controlled at all times. No objectionable odors are allowed beyond the property boundary. The Odor Control Plan as stated in the Operations Plan shall be followed to prevent fugitive odors and particulates from creating nuisance conditions. If any of the above are determined to be a problem, the licensee shall promptly take any and all reasonable actions necessary to correct the situation. The EPGMD noise regulations in Article VII of the Code shall be complied with at all times.
15. All leachate should be contained to prevent discharge and mixing with storm water and properly disposed of in a manner approved by the EEPD.
16. The site shall be secured and kept locked when not attended. Additional fencing and security measures shall be provided as necessary to secure the site and prevent unauthorized dumping.
17. The licensee shall permanently maintain sign(s) in a conspicuous location clearly visible to the general public indicating the name of the operating authority, contact person and telephone number in case of emergency, hours of operation, and list of prohibited materials.
18. The Licensee shall notify the EEPD in writing prior to any change of the onsite operator at the facility. This notification shall include at a minimum, the operator name, address, phone number, and contact person, as well as a description of the operation.
19. The licensee shall notify the EEPD in writing prior to any change of the configuration of the site. The installation/reinstallation of C&D processing equipment such as picking line(s), shaker screen(s), trammel screen(s), etc., or operations changes requires prior written notification and approval of the EEPD, which may include modification of this license.
20. Prior to initiation of solid waste operations, permanently post sign(s) in a conspicuous location clearly visible to the general public indicating the name of the operating authority, contact person and telephone number in case of emergency, hours of operation, and list of prohibited materials.
21. A copy of all operator/spotter certifications satisfying the operator and spotter training requirements regarding solid waste operations required pursuant to Chapter 62-701.320(15) F.A.C. for each operator/spotter employee are to be provided prior to initiation of the employee working on site.
22. The licensee shall comply with all applicable local land use and subdivision regulations and other requirements.
23. The Licensee shall maintain compliance with the financial assurance requirements of Rule 62-701.710, F.A.C., by submitting all required updated supporting documentation in accordance with Rule 62-701.630, F.A.C., and 40 CFR Part 264, Subpart H, as adopted by reference in Rule 62-701.630, F.A.C. All submittals in response to this specific condition shall be sent to:

Solid Waste Financial Coordinator
Florida Dept. of Environmental Protection
2600 Blair Stone Road MS 4548
Tallahassee, Florida 32399-2400

SPECIFIC CONDITIONS: cont'd

24. The Licensee shall annually provide to the EEPD for approval an updated closure cost estimate, in accordance with the requirements of Rule 62-701.630, F.A.C. The closure cost estimates shall be calculated in accordance with Rule 62-701.630, F.A.C., and 40 CFR Part 264, Subpart H, as adopted by reference in Rule 62-701.630, F.A.C. All submittals in response to this specific condition shall be sent to the following email address: wastemanagementsection@broward.org, with a copy to Solid.Waste.Financial.Coordinator@dep.state.fl.us

In the event that electronic mailing is not available, please send the report to:
Broward County Environmental Protection and Growth Management Department
Environmental Engineering and Permitting Division (EEPD)
ATTN: Waste Regulations Section
1 North University Drive, Room 201A
Plantation, FL. 33324

25. A record book shall be maintained on site with the following information entered, in cubic yards, on a daily basis:
- A. Quantities of solid waste received and processed (characterized by type); and
 - B. Quantity of recyclable material recovered (by type); and
 - C. Quantity of recyclable material marketed (by type); and
 - D. Quantity of solid waste disposed of (by type) and identify the disposal location(s).

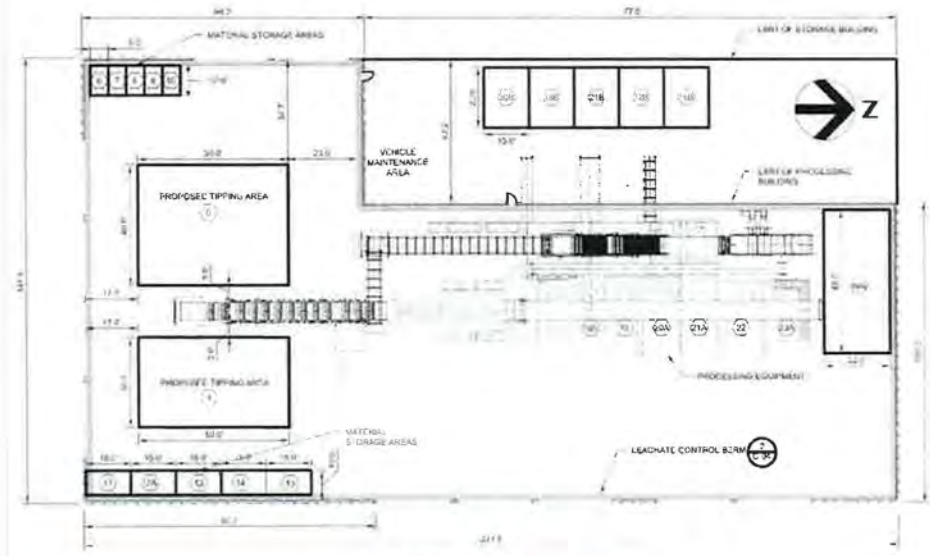
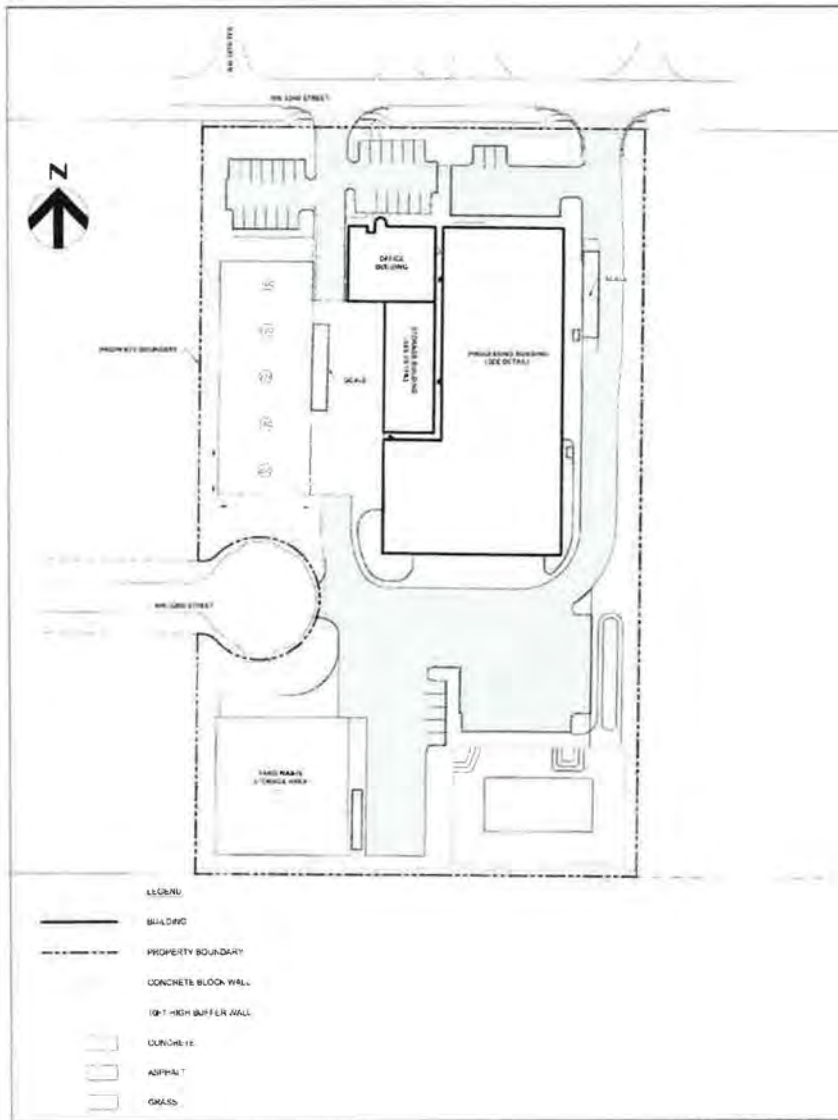
Identification of the disposal location(s) shall include: facility name, address and DEP Permit Number (or WACs ID number) for each individual permitted disposal location utilized for disposal of solid waste.

This information shall be summarized and submitted monthly to the EEPD on the **Waste Processing Facility Monthly Report Form** no later than the fifteenth (15th) day of each succeeding month to the email address (WasteManagementSection@broward.org) and include:

- A. The facility name, address and license number;
- B. The month covered by the report;
- C. A summary of the daily information

In the event that electronic mailing is not available, please send the report to the EEPD address listed above.

26. The licensee shall give written notice to EEPD within five (5) days of the completion of closure.
27. Prior to closure of the facility, the licensee shall comply with the closure procedures identified in the closure plan. The licensee shall remove or otherwise dispose of all materials including wastes and products prior to closure.
28. Upon completion of the construction activities, the licensee shall submit signed and sealed as-built drawing details as indicated in the license application submitted to EEPD for review and approval.



BUILDING DETAIL

No.	Description	Material	Quantity	Unit	Volume	Weight	Volume
					(CU YD)	(LBS)	(CU YD)
1	Asphalt	Asphalt	120	CU YD	120	1,920,000	120
2	Concrete	Concrete	100	CU YD	100	1,600,000	100
3	Grass	Grass	50	CU YD	50	800,000	50
4	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
5	Concrete	Concrete	100	CU YD	100	1,600,000	100
6	Grass	Grass	50	CU YD	50	800,000	50
7	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
8	Concrete	Concrete	100	CU YD	100	1,600,000	100
9	Grass	Grass	50	CU YD	50	800,000	50
10	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
11	Concrete	Concrete	100	CU YD	100	1,600,000	100
12	Grass	Grass	50	CU YD	50	800,000	50
13	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
14	Concrete	Concrete	100	CU YD	100	1,600,000	100
15	Grass	Grass	50	CU YD	50	800,000	50
16	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
17	Concrete	Concrete	100	CU YD	100	1,600,000	100
18	Grass	Grass	50	CU YD	50	800,000	50
19	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
20	Concrete	Concrete	100	CU YD	100	1,600,000	100
21	Grass	Grass	50	CU YD	50	800,000	50
22	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
23	Concrete	Concrete	100	CU YD	100	1,600,000	100
24	Grass	Grass	50	CU YD	50	800,000	50
25	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
26	Concrete	Concrete	100	CU YD	100	1,600,000	100
27	Grass	Grass	50	CU YD	50	800,000	50
28	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
29	Concrete	Concrete	100	CU YD	100	1,600,000	100
30	Grass	Grass	50	CU YD	50	800,000	50
31	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
32	Concrete	Concrete	100	CU YD	100	1,600,000	100
33	Grass	Grass	50	CU YD	50	800,000	50
34	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
35	Concrete	Concrete	100	CU YD	100	1,600,000	100
36	Grass	Grass	50	CU YD	50	800,000	50
37	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
38	Concrete	Concrete	100	CU YD	100	1,600,000	100
39	Grass	Grass	50	CU YD	50	800,000	50
40	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
41	Concrete	Concrete	100	CU YD	100	1,600,000	100
42	Grass	Grass	50	CU YD	50	800,000	50
43	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
44	Concrete	Concrete	100	CU YD	100	1,600,000	100
45	Grass	Grass	50	CU YD	50	800,000	50
46	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
47	Concrete	Concrete	100	CU YD	100	1,600,000	100
48	Grass	Grass	50	CU YD	50	800,000	50
49	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
50	Concrete	Concrete	100	CU YD	100	1,600,000	100
51	Grass	Grass	50	CU YD	50	800,000	50
52	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
53	Concrete	Concrete	100	CU YD	100	1,600,000	100
54	Grass	Grass	50	CU YD	50	800,000	50
55	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
56	Concrete	Concrete	100	CU YD	100	1,600,000	100
57	Grass	Grass	50	CU YD	50	800,000	50
58	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
59	Concrete	Concrete	100	CU YD	100	1,600,000	100
60	Grass	Grass	50	CU YD	50	800,000	50
61	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
62	Concrete	Concrete	100	CU YD	100	1,600,000	100
63	Grass	Grass	50	CU YD	50	800,000	50
64	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
65	Concrete	Concrete	100	CU YD	100	1,600,000	100
66	Grass	Grass	50	CU YD	50	800,000	50
67	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
68	Concrete	Concrete	100	CU YD	100	1,600,000	100
69	Grass	Grass	50	CU YD	50	800,000	50
70	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
71	Concrete	Concrete	100	CU YD	100	1,600,000	100
72	Grass	Grass	50	CU YD	50	800,000	50
73	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
74	Concrete	Concrete	100	CU YD	100	1,600,000	100
75	Grass	Grass	50	CU YD	50	800,000	50
76	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
77	Concrete	Concrete	100	CU YD	100	1,600,000	100
78	Grass	Grass	50	CU YD	50	800,000	50
79	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
80	Concrete	Concrete	100	CU YD	100	1,600,000	100
81	Grass	Grass	50	CU YD	50	800,000	50
82	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
83	Concrete	Concrete	100	CU YD	100	1,600,000	100
84	Grass	Grass	50	CU YD	50	800,000	50
85	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
86	Concrete	Concrete	100	CU YD	100	1,600,000	100
87	Grass	Grass	50	CU YD	50	800,000	50
88	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
89	Concrete	Concrete	100	CU YD	100	1,600,000	100
90	Grass	Grass	50	CU YD	50	800,000	50
91	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
92	Concrete	Concrete	100	CU YD	100	1,600,000	100
93	Grass	Grass	50	CU YD	50	800,000	50
94	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
95	Concrete	Concrete	100	CU YD	100	1,600,000	100
96	Grass	Grass	50	CU YD	50	800,000	50
97	Asphalt	Asphalt	100	CU YD	100	1,600,000	100
98	Concrete	Concrete	100	CU YD	100	1,600,000	100
99	Grass	Grass	50	CU YD	50	800,000	50
100	Asphalt	Asphalt	100	CU YD	100	1,600,000	100

- NOTES:
1. THE VOLUME IN CUBIC YARDS (CY) IS CALCULATED BY VOLUME (AREA) x HEIGHT (H).
 2. THE VOLUME IN CUBIC YARDS (CY) IS CALCULATED BY VOLUME (CY) x 27 (CU YD) = CU YD.
 3. THE MATERIAL STORED IN THE STORAGE BUILDING MAY BE MOVED OR DAILY UNLOADING.
 4. IN THE TABLE MEMO, THE CONTAINER DIMENSIONS ARE NOT STATED. THESE CONTAINER VOLUMES ARE MEASURED IN CUBIC YARDS ONLY.
 5. LOCAL CODES (12), (13), AND (17), DERIVED FROM PLANS, SHOULD BE CONSULTED BECAUSE (12), (13), AND (17) ARE SUBJECT TO CHANGE BASED ON DAILY OPERATIONS.



HDR ENVIRONMENTAL INC.
 1000 WEST COMMERCIAL BLVD. SUITE 100
 FORT LAUDERDALE, FLORIDA 33404

ISSUE DATE DESCRIPTION

PROJECT MANAGER: R. G. GIBSON
 DRAWN BY: J. HAYWARD

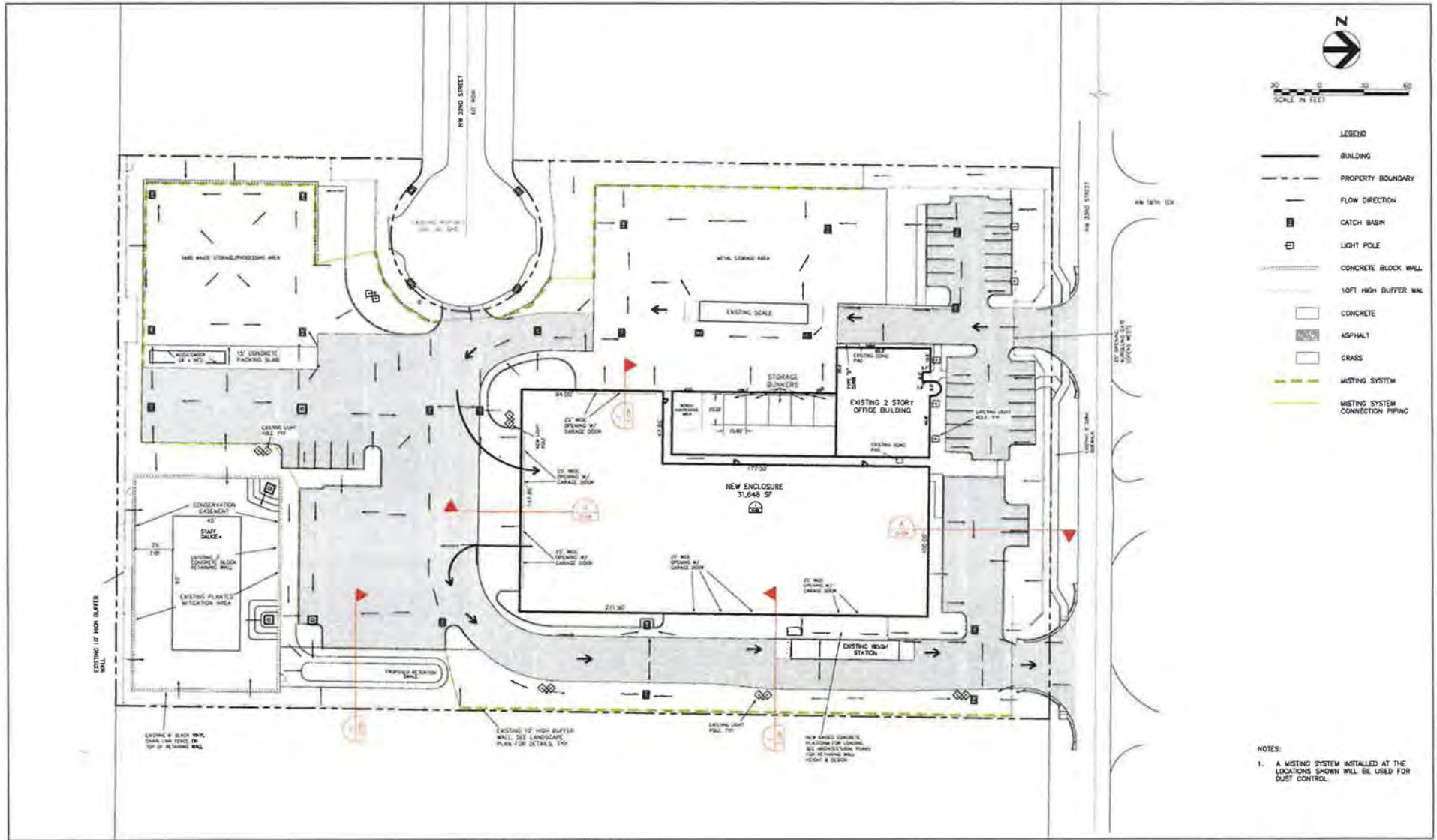
PROJECT NUMBER: 10147555

**COASTAL WASTE & RECYCLING
 OF BROWARD COUNTY**
 1840 NW 33RD STREET
 POMPANO BEACH, FLORIDA 33064

**SUMMARY OF MATERIAL HANDLING
 AND STORAGE**

FILENAME: P001212.DWG
 SCALE: 1"=10'

SHEET
FIGURE 2



HDR ENGINEERING, INC.
 3250 WEST COMMERCIAL BOULEVARD
 SUITE 600
 FORT LAUDERDALE, FLORIDA 33309

ISSUE	DATE	DESCRIPTION

PROJECT MANAGER: B. CLARK, P.E.
 DRAWN BY: J. RAMOND
 PROJECT NUMBER: 10147600

**COASTAL WASTE & RECYCLING
 OF BROWARD COUNTY**
 1840 NW 33RD STREET
 POMPANO BEACH, FLORIDA 33064



DUST CONTROL PLAN

SHEET
Figure A-1



Environmental Protection and Growth Management Department
ENVIRONMENTAL ENGINEERING AND PERMITTING DIVISION
1 North University Drive, Mailbox 201, Plantation, Florida 33324 • 954-519-1483 • FAX 954-519-1412

January 24, 2019

NOTICE OF PERMIT

By-Email
BPANTANO@coastalwasteinc.com

In the Matter of an
Application for Permit by:

Coastal Waste & Recycling of Broward County, LLC
1700 NW 33 ST
Pompano Beach, FL 33064

Attention: Brendon J. Pantano, CEO

EPGMD License Number: SW-WP02974-16-02
FDEP Permit Number: 0349621-002-SO
WACS I.D. Number: 103196

Enclosed is Permit Number 0349621-002-SO to continue operation of Coastal Waste & Recycling of Broward County, LLC, issued pursuant to section 403.061 (14) and 403.707, Florida Statutes.

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is filed in accordance with sections 120.569 and 120.57 of the Florida Statutes before the deadline for filing a petition. 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 hearing in accordance with sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received) in the Broward County Environmental Engineering and Permitting Division (EPPD), One North University Drive, Plantation, Florida 33324.

Petitions by the applicant or any of the parties listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by other persons must be filed within fourteen days of publication of the notice or receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.A.C., however, any person who 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 within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. 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, F.A.C.

Coastal Waste & Recycling of Broward County, LLC
Brendon J. Pantano, CEO

EPGMD License Number: SW-WP02974-16-02
FDEP Permit Number: 0349621-002-SO
WACS I.D. Number: 103196

A petition that disputes the material facts on which the Department's action is based must contain the following information

(a) The name, address, and telephone number of each petitioner, the applicant's name and address, the Department File Number and the county in which the project is proposed;

(b) A statement of how and when each petitioner received notice of the Department's action or proposed action;

(c) A statement of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;

(d) A statement of all material facts disputed by petitioner or a statement that there are no disputed facts;

(e) A statement of the ultimate facts alleged, including a statement of the specific facts which the petitioner contends warrant reversal or modification of the Department's action or proposed action;

(f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and

(g) A statement of the relief sought by the petitioner, stating precisely the action the petitioner wants the Department to take with respect to the Department's action or proposed action.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by Rule 28-106.301, F.A.C.

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.

In accordance with Section 120.573 of the Florida Statutes, the Department advises that mediation is not available in this case under the provision of that statutes. This does not prevent any interested parties from agreeing to other forms of alternate dispute resolution.

Any party to this order has the right to seek judicial review of it under Section 120.68, F.S., by filing a notice of appeal under Rule 9.110, Florida Rules of Appellate Procedure, with the clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, 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 thirty days after this order is filed with the clerk of the Department.

Should you have any questions, please contact Alex Erlenbach of this office, telephone number (954)519-1402.

Coastal Waste & Recycling of Broward County, LLC
Brendon J. Pantano, CEO

EPGMD License Number: SW-WP02974-16-02
FDEP Permit Number: 0349621-002-SO
WACS I.D. Number: 103196

Executed in the City of Plantation, Florida.

**BROWARD COUNTY
ENVIRONMENTAL ENGINEERING AND PERMITTING DIVISION**



Digitally signed by DAVID
VANLANDINGHAM
Date: 2019.01.24 10:05:56
-05'00'

David Vanlandingham, PE
Engineering Unit Supervisor

January 24, 2019
Date

CERTIFICATE OF SERVICE

This is to certify that this NOTICE OF PERMIT ISSUANCE and all copies were emailed before the close of business on January 24, 2019 to the listed persons.

FILING AND ACKNOWLEDGMENT: FILED, on this date, pursuant to §120.52, Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

aerlenbach
@broward.o
rg

Digitally signed by
aerlenbach@broward.org
DN:
c=aerlenbach@broward.org
Date: 2019.01.24 10:26:34
-05'00'

Clerk

January 24, 2019
Date

Attachments: FDEP Permit Number 0349621-002-SO; SW-WP02974-16-02

ec:

Tor Bejnar, DEP/Tallahassee, Tor.Bejnar@dep.state.fl.us
Matthew Schafer, HDR Inc, Matthew.Schafer@hdrinc.com

Decades of Experience

The extensive knowledge and successful records of the people in a company are the true measure of the experience necessary to execute a post collection contract. **The leadership team at Coastal Waste & Recycling, includes individuals that have successfully managed a Processing contract for C&D, Bulk and Yard Waste.**

Our team members come from both private and public, waste and recycling companies and have decades of experience. We have selectively assembled a team that is focused exclusively on serving the citizens and businesses within our region, *at a company that puts the customer first.*

You will find detailed in the resumes of our leadership team, a wide breadth of knowledge and successful start-up and execution of residential and commercial collection, in addition to recycling and material processing operations.

The decision makers, managers and leaders of Coastal Waste & Recycling are individuals that have hands on experienced in residential waste and recycling collection. Not only do they have the financial wherewithal to facilitate the Coconut Creek contract, they have the experience both at an executive level, and a management level.

Brendon Pantano, CEO - A third-generation industry professional, Brendon grew up working in his family's waste collection company in Buffalo, New York. From working on the back of a truck, to environmental compliance and operations, Brendon's 20-year commitment to a career in waste and recycling has seen him rise rapidly to the top of the industry. Brendon's extensive hands on experience and expertise, developed at both large public and private waste and recycling

companies, was the driving force behind his appointment as Chief Operating Officer (CEO) of Coastal Waste & Recycling.

Chad Abell, Vice President of Operations Chad began his career as a Registered Sanitarian in the State of Ohio working as a Staff Inspector for Hamilton County General Health District. After moving on from his governmental regulator position Chad then advised multiple industrial clients on various aspects of environmental compliance, health and safety focusing in the solid and industrial waste management segment.

Chad began his operational role within the solid waste industry at Waste Management in Northeast Ohio as a Transfer Station Manager and was soon transferred into the landfill line of business where he spent 10 years. He completed his tenure with Waste Manager overseeing the construction and opening of a commercial recycling center in Cleveland, Ohio. Most recently, Chad relocated to South Florida with Waste Connections and was responsible for the operations of 5 transfer stations and 1 material recovery facility prior to joining the Coastal Waste & Recycling team.

Chad has a degree in Biology from the University of Dayton as well as holding multiple environmental certifications over the course of his career. He provides the ability to merge strong operational performance practices within the complex regulatory compliance requirements of the solid waste industry.

Juan Garcia Juan has over 20 years of management experience. Eight years in the waste industry and twelve years in supply chain/distribution/logistics. Introduced to the waste industry with Sun Recycling LLC in 2010, South Florida. As an Operations Manager, Juan learned the MRF operation quickly. Later promoted to the Site

Manager responsible for all aspects of the business, processing C&D, yard waste and crushed concrete aggregate. Daily operation included: Heavy equipment maintenance, sorting line, material disposal and customer service.

Working closely with other lines of business to assure all services operated efficiently. Responsible in assuring all state, county and city regulations were properly managed and all necessary permitting was in place and maintained. In addition, assuring all staff was properly trained and certified. In 2016, Juan was given responsibility of Sun 14 Facility in Davie. A 20-acre site build out, designed to process Class III, C&D and Yard Waste. In 2018, Juan joined the Coastal Waste & Recycling Team as the Broward Division Manager. Managing assignments in a startup company as assigned by the senior leadership team. In 2019, assigned to manage Coastals' Pompano Beach MRF, CWR4. Where Juan will apply his years of management experience to develop a staff which will assure the facility operates at a high level.

Values at Coastal Waste



Why Culture Matters

Strength	Differentiation
Aligns all employees toward achieving shared vision and goals	A unique culture cannot be replicated by a competitor
Customer Service	Sustainability
Enables superior service delivery and deep customer relationships	Drives the respect and commitment towards the environment and the community

Message From Our CEO

"We have a tough job — one that must be done safely and reliably, every day. Our employees will tell you that the sense of accomplishment with each day's work is the reason that so many of us have spent much of our careers in the waste and recycling industry. We do the job and take pride in our work."

CEO Brendon Pantano

Resumes

Brendon Pantano
CEO

Brendon J Pantano

Coastal Waste & Recycling

Chief Executive Officer

2017-Present

- Formed Coastal Waste & Recycling in August 2017
- Responsible for the strategy, organization, growth and development of the company with operations in Miami Dade, Broward, Palm Beach and Martin County.
- Coastal operates over 100 vehicles, 3 MRFs, 1 Transfer Station with services offerings in commercial, residential, industrial and portable toilet services.

Waste Connections, Inc. Seneca Meadows Landfill –

Landfill Manager

2016-2017

- Manage the Seneca Meadows Landfill for Waste Connection, Inc. the 3rd largest waste service provider in North America with Seneca Meadows being the largest landfill in the eastern United States
- Responsible for the day to day operations and management of the landfill which processed 10,000 tons daily
- Direct supervision of 6 managers and indirect supervision of 100 employees in various capacities
- Managed the facility construction including cell development, capping and infrastructure development

Waste Connections of Florida, Miami, FL –

District Manager PC

2012-2016

- Manage the post collections business for Progressive Waste Solutions' South Florida Area
- Operations include (3) Class I transfer stations (2) materials recovery facilities including Miami Dade County's largest residential single stream MRF and (2) construction and demolition debris recycling and transfer stations
- Direct supervision of 8 managers and indirect oversight of nearly 100 employees.
- Built and implemented safety programs across the district including: Standard Operating Procedures, Site Operating Plans, Task Training and Near Miss Programs.

**Environmental Logistics Services, Bridgewater, NJ –
Vice President of Operations**

2012-2016

-
- Managed the daily operations for ELS one of the largest fully-integrated, independent, non-hazardous solid waste rail transportation and disposal companies in the United States.
 - Oversight of a 7,500 tpd rail served landfill, 3 transfer stations, and New Jersey's largest waste by rail trans-loading operations.
 - Partnered with site management on the development and successful completion of landfill expansions, GCCS installations, AMDWR increases, and internal landfill cell development.
 - Worked to develop strong relationship with community and regulatory agencies by promoting open lines of communication and active community involvement.

**Regus Industries, LLC, Fostoria, OH-
General Manager**

2004-2007

-
- Managed the day-to-day operations, permitting, construction, and compliance of 5,000 ton per day landfill and rail unloading operation.
 - Built and managed a staff of 35 employees including department managers and administrative staff.
 - Improved operational inefficiencies in construction, landfill operations, and rail waste transfer.
 - Built and implemented an extensive fleet management program including heavy equipment, railcars and all landfill and rail support equipment.

Chad Abell
Vice President of Operations

Chad Abell

Coastal Waste & Recycling Vice President of Operations

April 2018-Present

Responsible for all operation aspects of the company including C&D recycling at Martin County Landfill (Operating Contract), Coastal One, Hobe Sound (C&D and Vegetation Recycling), Coastal Two, West Palm Beach (C&D and Vegetation Recycling), Coastal Four, Pompano Beach (Class III, C&D and Vegetation Recycling). Coastal Six, Miami (C&D), Coastal Eight (C&D).

Chad also leads Coastal's Safety, Compliance and Risk departments for the organization.

Waste Connections of Florida (Formerly Progressive Waste Solutions of FL INC)

South Florida Post Collections District Manager

November 2014 – 2018

Miami Material Recycling Facility and Transfer Station
Deerfield Transfer and Recycling Facility, Deerfield, FL
1st Place Material Recycling Facility, Miami, FL
Pembroke Park Transfer, Pembroke Park, FL
Opa Locka Transfer, Opa Locka, FL

Responsible for the activities of Material Recycling Facilities and Solid Waste Transfers of Broward and Dade County. Provide cross-functional management for a management staff of 8 and total District staff of approximately 90 employees.

- Participated in the development and implementation of the Progressive Waste Solutions Corporate Site Safety Operating Plans
- Developed JHAs and Task Training for job functions for the MRF and TS lines of business
- Implemented the New Hire Orientation Program for both Post Collections and Hauling lines of business
- Audited safety programs for new acquisitions and underperforming operations

Waste Management District Manager II

March 2003 – November 2014

July 2013 – November 2014

Cleveland Transfer Station, Cleveland, OH
Cleveland Material Recycling Facility, Cleveland, OH
Poland Material Recycling Facility, Youngstown, OH

Responsible for the activities of solid waste transfer of the Cleveland Market to Solid Waste Landfills in Northeast Ohio. Responsible for the activities of two Material Recycling Facilities in Northeast Ohio.

- Project Management of the dismantling, re-construction and opening of the Cleveland Material Recycling Facility from a Single Stream Recycling Facility into a Commercial Recycling Facility
- Integrated former Greenstar Poland MRF into Waste Management operations

Waste Management of Ohio, LLC

District Manager I

September 2006 - July 2013

American Landfill, Inc. – Waynesburg, OH

Responsible for the activities of an one million ton per year landfill. Site operations include methane collection and treatment, leachate collection, solidification processing, asbestos disposal, and surface coal mining activities. Provide cross-functional management of an operational staff of approximately 20 employees.

- Represented Michigan/Ohio Market Area in VPP Certification efforts, an OSHA Safety Voluntary Program
- In 2011 and 2012 facilitated Landfill role in Utica Shale Oil and Gas for Northeast Ohio which resulted in full service offerings both disposal and transportation in compliance with Well Site safety requirements
- Received two, three-year re-certifications from the Wildlife Habitat Council at American Landfill

Waste Management of Kentucky, LLC

November 2003 – September 2006

Operations Manager 2003 / District Manager /

2004-2006

Outer Loop Recycling and Disposal Facility – Louisville, KY

Responsible for the activities of an eight hundred thousand ton per year landfill. Site operations include a soil bioremediation facility, bioreactor research and development project, compost facility, methane collection, and leachate collection and treatment. Provide cross-functional management of an operational staff of twenty-three employees.

- Implemented operational portion of Bioreactor Research and Development Project.
- Multi-Planar Gas Recovery Bioreactor, U.S. Patent # 7,118,308 B2. October 10, 2006 (Hater, G., J. Barbush, **C. Abell**, and R. Barr)
- Received SWANA Gold Award for Landfill Operations

Waste Management of Ohio, LLC**Site Manager****March 2003 – November 2003**

Cleveland and Akron Transfer Stations – Oakwood Village, Ohio

Responsible for the operations of the Oakwood and Akron Transfer Stations. Transported approximately 2500 tons per day from the Cleveland and Akron Area to a Waste Management facility located 60 and 30 miles away from the transfer stations respectively.

Environmental Specialists, Inc.**Staff Consultant - Medina, OH****June 2000 – March 2003**

General industrial consulting and project management in environmental, health and safety compliance issues including federal, state, and local EPA, OSHA, MSHA, RCRA, and DOT regulations.

- Audited Safety Programs for MSHA and OSHA regulations
- MSHA Safety Trainer for Surface Coal Mining
- Created Regulatory Safety plans for implementation into Operations
- RCRA waste classification
- NPDES program implementation including sampling, inspections, and governmental reporting

Hamilton County General Health District Cincinnati, OH**Registered Sanitarian / Staff Inspector****September 1998 – June 2000**

General regulatory inspections of the food industry, manufactured home parks, public swimming pools construction and operation, rabies control, general nuisance complaints, and mosquito identification program.

Career Specific Training / Certifications

- Registered Sanitarian (R.S.), State of Ohio (exp. 2003)
- Bioreactor Operations Management Training / Presenter, 2004
- LFG Collection and Control System Operator Training, 2004
- State of Kentucky Licensed Landfill Manager (exp. 2009)
- Waste Management Landfill Manager Training, 2009
- MSHA Trainer the Trainer Course

Juan García
División Manager

Juan Garcia

Coastal Waste & Recycling, Inc.

May 2018 – Present

Division Manager – Pompano Beach, Florida

Coastal Four, Material Recovery Facility, Pompano Beach, Florida

- Managed project to open Coastal Waste Hauling in Broward County and container shop in Pompano Beach Florida.
- Managed the opening and operation start up of Coastal 4 MRF in Pompano Beach Florida
- Responsible for the operations of Coastal Waste & Recycling Transfer Stations, Material Recycling Facilities (MRFs) in Miami and Broward County.
- MRF- Class III, C&D and Vegetation processing
- Transfer stations- C&D processing

Waste Management

January 2016 – May 2018

MRF II Manager – Davie, Florida

Material Recycling Facilities in Davie and Dania Broward County.

- Managed the development and installation of the Sun 14, in Davie. Class III, C&D and Vegetation processing
- Responsible for the day to day running of operations within the plant, ensuring compliance within government legislation regarding waste management (planning and environmental permit), company policy and all aspects of health and safety within the MRF.
- Responsible for the efficient running of shift patterns, measuring and controlling input and output, ensuring that processes runs smoothly and maximizes through-put.
- Ensure the day-to-day monitoring of plant performance and repair and maintenance.
- Setting up and control of critical spares stock to minimize plant downtime.

Sun Recycling

March 2010 – December 2015

Operations Manager – Dania, Florida

February 2012 – November 2015

Sun 3 MRF in Dania, Florida.

- Managed the MRF, Equipment Maintenance, C&D and Aggregate processing. Responsible for processing over 150,000 tons of C&D per month.

Supervisor- Dania, Florida

March 2010 – February 2012

- Sun 3 MRF second shift operation, C&D and Aggregate processing.

Financial Stability



Financial Stability

Bankruptcy Proceedings – There are no pending or threatening bankruptcy proceedings or any serious financial difficulties in which Coastal Waste & Recycling, its parent, subsidiary or any affiliate is seeking bankruptcy protection.

Litigation -. There are not defaults on financial obligations, contract defaults or breaches, contract terminations, suspension or failure to perform or any litigation filed by or against Coastal Waste & Recycling in which a local, state or federal government entity is a party.

Coastal Waste & Recycling is financially backed by three large investment partners: Summer Street Capital Partners, Concentric Equity Partners and Comerica Bank

Summer Street Capital Partners – \$50 Million Capital Commitment

Summer Street Capital Partners is a private equity firm based in Buffalo, NY, that provides capital and strategic support to exceptional companies pursuing rapid growth and have extensive experience investing in the solid waste services industry specifically. Summer Street's approach is to support high-performing entrepreneurs and management teams with capital, strategic expertise, and industry knowledge. Summer Street is committed in expanding Coastal Waste & Recycling's market share and is very focused on ensuring that Coastal Waste Recycling has the proper resources to perform and continue growing successfully.

Concentric Equity Partners - \$75 Million Capital Commitment

Concentric Equity Partners is a private investment firm based in Chicago, IL. Concentric Equity Partners provides capital and strategic support to exceptional service companies pursuing rapid growth. Concentric's approach is to support entrepreneurs with capital, operating expertise and industry knowledge. Concentric's principals have distinguished track records as operators and professional investors in a variety of growth oriented middle market companies. Concentric is the direct investing arm of Financial Investments Corporation ("FIC"), a private asset management firm with over \$1 billion in investment commitments under management.

Comerica Bank - \$50 Million Credit Commitment

The waste business in Pennsylvania is not the same as in California. Obvious, but often overlooked in the financial industry. Coamerica's seasoned environmental services advisors understand the diverse and complex needs of clients across the U.S. and Canada who collect, transport via truck and/or rail, treat, recycle, process and dispose of waste, including solid , liquid, recyclables, landfill gas, hazardous and medical. Coastal Waste & Recycling has a \$50 million dollars credit commitment for the growth and development from Coamerica.

June 15, 2020

Mr. Brendon Pantano
CEO
Coastal Waste and Recycling, Inc.
1700 NW 33rd Street
Pompano Beach, FL 33064

RE: Coastal Waste and Recycling, Inc. ("Coastal Waste")

Dear Brendon,

Summer Street Capital is a private equity firm based in Buffalo, NY with a focus on environmental services. We provide capital and strategic support to exceptional companies pursuing rapid growth and have extensive experience investing in the solid waste services industry. Over the past 20 years, our approach is to support high-performing entrepreneurs and management teams with capital, strategic expertise, and industry knowledge.

Summer Street completed its initial investment in Coastal Waste out of its third institutional private equity fund which, together with its affiliates, totals approximately \$280 million in size. Summer Street has made equity investments in several leading solid waste companies over the past two decades totaling nearly \$150 million. Current and past environmental services investments include i) Action Environmental Group Inc (the largest privately held solid waste company in New York City), ii) Apple Valley Waste Services Inc. (mid-Atlantic region), iii) Curtis Bay Medical Waste Services (operations along the east coast US), and iv) Interstate Waste Services (New York and New Jersey).

We are committed to further expanding our investment in Coastal Waste and together with our limited partners and co-investors, have the ability to commit an additional \$25 to \$50 million as appropriate. Based on our substantial experience investing in the sector, we are very focused on ensuring Coastal has the proper resources to continue its successful growth and development.

Please don't hesitate to call with any questions or if you would like additional information on Summer Street Capital.

Sincerely,



Brian D'Amico
Managing Partner

Comerica Bank
411 W. Lafayette
Detroit, MI 48226
(313) 222-5610
(313) 222-9564 (fax)

Ian M. Patterson
Vice President

June 15, 2020

Brendon Pantano
CEO
Coastal Waste & Recycling
1700 NW 33rd Street
Pompano Beach, Florida 33064

Dear Brendon,

It has come to my attention that as part of the municipal contract bidding process you have requested a letter describing the terms of the financial relationship between Coastal Waste & Recycling and Comerica Bank. This letter serves to document that relationship. Please use this letter in your approval process. However, as customary in letters such as this, no other parties can rely on this letter.

It should be known that Coastal Waste & Recycling has been a client of Comerica Bank since September of 2018. We currently have a \$50 million senior bank credit facility.

Comerica has no obligation to update this letter if there are any to changes to information provided herein. Comerica is pleased to be a partner with Coastal Waste & Recycling.

Sincerely,



Ian M. Patterson



FIC Financial Investments Corporation

June 15, 2020

Mr. Brendon Pantano
CEO
Coastal Waste & Recycling, Inc.
1700 NW 33rd Street
Pompano Beach, FL 33064

Dear Brendon,

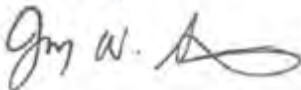
Concentric Equity Partners is a private investment firm based in Chicago, IL. We provide capital and strategic support to exceptional service companies pursuing rapid growth. Our approach is to support entrepreneurs with capital, operating expertise and industry knowledge.

Concentric is the direct investing arm of Financial Investments Corporation, the family office for the Steans, Morrison and Hunter families, with over \$1 billion in investments under management. We have made concentrated investments in multiple industries including banking (\$100M to Cole Taylor Bank; \$90M to USAmeriBank), real estate (\$350M to Laramar Group), pest control (\$50M to Environmental Pest Service), natural resources (\$45M to Lario Oil & Gas) and municipal waste management (\$30M to Mountain Waste & Recycling).

We have an existing equity investment commitment to Coastal totaling \$25 million and we are dedicated to significantly expanding this investment; we would expect to invest a total of \$50 to \$75 million over time into Coastal.

Our website is www.ficcep.com and more details about our firm, investments and team are located there. In addition, please call with any questions or if you would like additional information on Concentric or Financial Investments Corp.

Sincerely,



Jennifer W. Steans
President & CEO



One State Street Plaza, 31st Floor
New York, NY 10004
onebeaconsurety.com

A Member of OneBeacon Insurance Group

August 10, 2020

Re: City of Coconut Creek – Processing, Recycling and Disposal Services of Construction

This letter is to advise you that Coastal Waste & Recycling, Inc. is a valued surety client of Atlantic Specialty Insurance Company, which is one of the main underwriting companies of the OneBeacon Insurance Group. Coastal Waste & Recycling, Inc. remains in good standing and is afforded surety capacity of \$2.5 million for a single project and \$4 million in the aggregate.

It is our opinion that Coastal Waste & Recycling, Inc. is qualified to perform contracts that fall within this range and their normal scope. This letter is not an assumption of liability, nor is it a bid bond or a performance bond. It is issued only as a bonding reference requested from us by our client. OneBeacon Insurance Group’s decision to issue surety bonds on behalf of Coastal Waste & Recycling, Inc. will be subject to our standard underwriting including but not limited to acceptance of the financial condition of our client, contract terms and conditions, bonds forms and project financing.

OneBeacon Insurance Group (NYSE:OB) is A+ rated by A.M. Best with a financial size category of XV and is included in The Department of the Treasury’s Listing of Certified Companies.

Sincerely,

James Moore
Attorney-in-Fact for
The Guarantee Company of North America USA



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Kelly A. Gardner, Jennifer J. Mc Comb, James Moore, Stephen Kazmer, Dawn L. Morgan, Melissa A. Schmidt, Amy Wickett**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

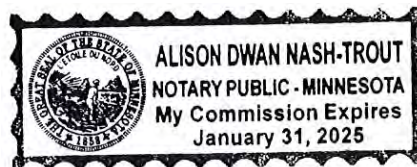
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 10th day of August, 2020.



This Power of Attorney expires
January 31, 2025

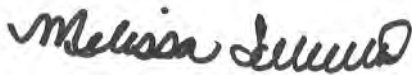
Kara Barrow, Secretary

State of Illinois }
 } ss.

County of DuPage }

On August 10, 2020, before me, Melissa Schmidt, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James Moore known to me to be Attorney-in-Fact of Atlantic Specialty Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 05/14/2024



Melissa Schmidt, Notary Public



Commission No. 697161



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2020

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

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

PRODUCER Alliant Insurance Services, Inc. 6550 Rock Spring Dr Ste 610 Bethesda MD 20817 License#: 0C36861	CONTACT NAME: PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: Coastal_Waste_Recycling_COI@alliant.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Coastal Waste & Recycling, Inc (Named Insureds are continued below) 1700 NW 33rd Street Pompano Beach FL 33064	INSURER A: Westchester Surplus Lines Insu	10172
	INSURER B: ACE Property & Casualty Ins Co	20699
	INSURER C: James River Insurance Company	12203
	INSURER D: QBE Insurance Corporation	39217
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 552246396

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD ded \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	G71764060001	11/30/2019	11/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> CA9948 <input checked="" type="checkbox"/> MCS90	Y	Y	CALH08472993	11/30/2019	11/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	000979150	12/6/2019	11/30/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	QWC3001159	3/23/2020	3/23/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution	Y	Y	G71764060001	11/30/2019	11/30/2020	Limit \$1,000,000

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

Named Insureds on all policies: Coastal Waste & Recycling Holdco, LLC; Coastal Waste & Recycling of Palm Beach County, LLC; Coastal Waste & Recycling of Martin County, LLC; Coastal Waste & Recycling of Broward County, LLC; Coastal Waste & Recycling of St. Lucie County, LLC; Martin Lane Holdings, LLC; Precision Portables LLC; World Waste Recycling, Inc.; Big Apple Demolition Removal, Inc.; and Roco Waste Recycling LLC; Coastal Waste & Recycling of Miami-Dade County, LLC; Coastal Waste & Recycling of Florida, Inc.

NOTE: Coastal Waste & Recycling Holdco, LLC; Coastal Waste & Recycling of St. Lucie County, LLC; Martin Lane Holdings; Precision Portables LLC; Big Apple Demolition Removal, Inc.; Roco Waste Recycling, LLC; Coastal Waste & Recycling of Miami-Dade County, LLC are not Named Insureds on the WC policy. Please note: Precision Portables LLC is not a payroll company, employees are covered under Coastal Waste & Recycling, Inc. which is a named insured See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Sample	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ADDITIONAL REMARKS SCHEDULE

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED Coastal Waste & Recycling, Inc (Named Insureds are continued below) 1700 NW 33rd Street Pompano Beach FL 33064	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

under the WC policy.

Per Project aggregate on General Liability is capped at \$5,000,000
 General Liability – Blanket Additional Insured for ongoing operations as required by written contract, prior to a loss – Form CG2010 0413
 General Liability – Blanket Additional Insured for completed operations as required by written contract, prior to a loss – Form CG2037 0413
 Contractors Pollution – Blanket Additional Insured for ongoing operations as required by written contract, prior to a loss – ENV3250 1218
 Contractors Pollution – Blanket Additional Insured for products completed operations as required by written contract, prior to a loss – ENV3251 1218
 General Liability/Contractors Pollution – Waiver of Subrogation – As required by written contract Form ENV-3143 0305
 General Liability/Contractors Pollution - Blanket Primary and Non-contributory - Where required by written contract – Form ENV-3252 1218
 Auto Liability - Blanket Additional Insured where required by written contract - Form CA 2048 1013
 Auto Liability - Blanket Waiver of Subrogation where required by written contract - Form CA 0444 1013
 Auto Liability - Primary if required by written contract.
 Workers' Compensation - Blanket Waiver of Subrogation where required by written contract.
 Excess Liability provides an additional layer over the General Liability, Contractors Pollution Liability, Auto Liability and Workers' Compensation policies

State of Florida

Department of State

I certify from the records of this office that COASTAL WASTE & RECYCLING OF BROWARD COUNTY, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on April 19, 2018.

The document number of this limited liability company is M18000003842.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020, that its most recent annual report was filed on April 9, 2020, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the First day of July, 2020*



Randy Be
Secretary of State

Tracking Number: 4908787306CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: COASTAL WASTE & RECYLING OF BROWARD COUNTY LLC

Owner Name: BRENDON PANTANO
Business Location: 1700 NW 33 ST
 POMPANO BEACH
Business Phone: 9542753501

Receipt #: 329-291466
Business Type: ALL OTHERS (HAULING)

Business Opened: 06/04/2018
State/County/Cert/Reg:
Exemption Code:

	Rooms	Seats	Employees	Machines	Professionals	
			24			
For Vending Business Only						
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

COASTAL WASTE & RECYLING OF BROWAR:
 1700 NW 33 ST
 POMPANO BEACH, FL 33064

Receipt # WWW-18-00179863
Paid 07/12/2019 150.00

2019 - 2020

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			24			
For Vending Business Only						
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt # WWW-18-00179863
Paid 07/12/2019 150.00

Operation Plan

Processing Fee per ton (includes all materials, one fee)

No Bid

Coastal Waste & Recycling submitted a no bid for this item #1 due to the unachievable parameters set by the City of Coconut Creek for the processing of all materials. It is operationally unfeasible for a facility to accept all the materials inbound from the City and then store, process, weight and track all outbound recycled material from the City separately from the rest of the material.

ALTERNATE QUOTE

Price Per ton to Landfill

\$ 44.10

Coastal Waste & Recycling will accept all materials delivered by the City and/or its Hauling Contractor to be landfilled. Coastal Waste will look to divert any commodity rich loads through Coastal Four Processing system to recycle or redirect for beneficial reuse as much material as possible before loading it to go to the landfill. Landfilled at the Desoto Recycling and Disposal Facility located in Arcadia, Florida.



Coastal
Waste & Recycling
Equipment



Make	Type	Model
John Deere	Loader	744K
Volvo	Loader	L50
Volvo	Loader	L150H
Volvo	Loader	L120H
Volvo	Excavator	EC220EL
Volvo	Excavator	EC220EL
Morbark	Grinder	6600
JLG	Man Lift	800AJ
JCB	Fork Lift	Loadall
Kenworth	Semi	W900
Mack	Semi	Anthem
Mack	Semi	Anthem



Prepared for:



**Coastal Waste & Recycling of Broward County, LLC
1700 NW 33rd Street
Pompano Beach, FL 33064**

OPERATION PLAN

FOR THE COASTAL WASTE & RECYCLING OF BROWARD COUNTY MATERIAL RECOVERY FACILITY

**1840 NW 33rd STREET, POMPANO BEACH,
FLORIDA**

January 2019

Prepared by:



3250 West Commercial Boulevard, Suite 100
Ft. Lauderdale, FL 33309
Phone. (954) 535-1876

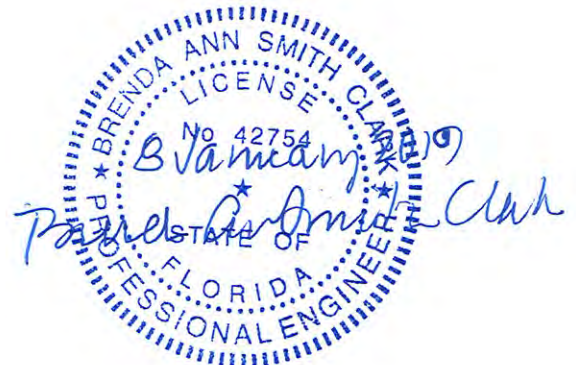




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Figure 1. Site Location Plan

Figure 2. Summary of Material Handling and Storage

Appendix A: Dust Control Plan

Figure A-1: Dust Control Plan



1 INTRODUCTION

This Operation Plan provides a description of the materials handling operations to be performed at the Coastal Waste & Recycling of Broward County Material Recovery Facility (Facility), operated by Coastal Waste & Recycling of Broward County (Coastal), and located in Pompano Beach, Florida. The Facility is a waste processing facility for the receipt and processing of Class III waste materials. The Operation Plan has been prepared in accordance with the requirements of Rule 62-701.710 of the Florida Administrative Code (FAC).

2 GENERAL OPERATIONS

2.1 Operating Hours

The Facility will be open to receive Class III material deliveries Monday through Saturday 6:00 a.m. to 6:00 p.m. under normal circumstances. The Facility will be closed to incoming deliveries on Sunday.

Access to the site is depicted in Figure 1. Waste trucks enter the Facility through an entrance on NW 33rd Street. Following unloading, the waste trucks exit the site back onto NW 33rd Street. The recyclable materials transfer trailers as well as the transfer trailers for residue disposal will use the same entrance and exit.

Additional vehicles also enter and exit the site via NW 33rd Street.

2.2 Operating Personnel

Coastal will employ more than 18 people at the Facility including the following:

<u>POSITION</u>	<u>PERSONNEL</u>
Trained Operator:	2
Trained Spotters:	2
Equipment Operators:	4
Laborers / Sorters:	12
Administrative Assistants:	2



The personnel will work from 6:00 a.m. to 6:00 p.m. Monday through Saturday. Additional personnel can be added as necessary to provide the proper level of staffing.

2.3 Operating Equipment

The following equipment is used for the operation of the Facility:

<u>EQUIPMENT</u>	<u>QUANTITY</u>
Processing Equipment	1
Loaders	2
Excavators	2
Compact Loader	1
Sweeping Equipment	1
Water Truck	1

Additional equipment will be added as necessary for proper handling of the material processed through the Facility. Additional equipment is available as needed from other facilities operated by Coastal.

3 CLASS III OPERATIONS

3.1 Description of Class III Waste

Class III waste materials will be accepted and processed for recycling at the Facility. A description of the Class III waste material is as follows:

- Yard trash;
- C&D debris, consistent with the definition in Rule 62-701.200(24) of the FAC;
- Processed tires;
- Carpet;
- Cardboard;
- Paper;



- Glass;
- Plastic;
- Furniture other than appliances; and
- Any other material with the prior approval of the Environmental Engineering and Permitting Division (EPPD).

3.2 Class III Waste Quantities

To determine the daily quantity of Class III material received at the Facility, the following information provided by Coastal was considered: (i) the tipping floor area is large enough to allow 6 trucks to unload at any one time (based on a 15 ft wide lane per truck); (ii) each truck can carry approximately 25 yd³ of waste; and (iii) approximately 15 minutes is allowed for unloading, sorting and processing of each load.

The hourly quantity of waste that can be received is equal to 24 loads per hour (i.e., 6 trucks unloading 4 times per hour). Each load is approximately 25 yd³. Coastal has reported that material will be accepted between the hours of 6:00 a.m. to 6:00 p.m. Monday through Saturday. Based on a 12 hour operating day, approximately 7,200 yd³ of waste can be received on a daily basis. In addition to the mixed material, Coastal has estimated that approximately 10 percent of the incoming material will be source separated and will not require processing (i.e., 10 percent of 7,200 yd³ or 720 yd³). This material is tipped in a different area of the tipping floor. Therefore, the total waste that can be accepted on a daily basis is 7,920 yd³ (i.e., 7,200 yd³ plus 720 yd³). Coastal is only proposing to accept 4,800 yd³ of Class III material per day.

The Facility uses equipment for the processing of the Class III materials. The equipment can process up to 750 yd³ of material per hour. Therefore, the daily quantity of waste that can be processed through the equipment is approximately 9,000 yd³, based on a 12 hour operating day. Therefore, the total waste that can be accepted on a daily basis, based on processing rates, is approximately 9,000 yd³. Therefore, all material proposed for acceptance at the Facility can be processed at the Facility without the need to transfer material off-site.

Transfer trailers used to transfer the waste (residue) materials from the Facility to a landfill can hold approximately 100 yd³ of waste. The one excavator, and loaders as required, will be used at the Facility for loading out material. The typical excavator can place approximately 100 yd³ of waste material into the transfer trailers in 15 minutes or



400 yd³ per hour. The loader can be used to load out transfer trailers as necessary. Therefore, a volume of 4,800 yd³ of waste can be removed from the facility in a 12-hour operating day.

Based on this analysis, it is estimated that the Facility can handle an incoming waste volume of 4,800 yd³ of Class III material on a daily basis. It should be noted that this analysis did not consider the approximately 8,800 yd³ of storage volume that is available on-site. Figure 2 provides a summary of the material handling quantities.

3.3 Operations

3.3.1 Check-In

The loaded waste trucks enter the Facility from NW 33rd Street and proceed to the weigh station for check-in. At the weigh station, the office attendant visually inspects the load to identify any unacceptable materials. If no unacceptable materials are identified, the load is accepted and the driver/customer is directed to the appropriate material unloading area. If unacceptable materials are identified, the load is rejected and the driver/customer is denied access to the facility. The driver/customer is notified of the load rejection and asked to eliminate all unacceptable materials from future loads.

3.3.2 Unloading

Following check-in, the incoming materials are unloaded at the tipping floor. Once the materials are unloaded, the materials are visually inspected by the trained spotter for unacceptable, prohibited materials. The spotter directs the removal of any prohibited waste. The prohibited waste is placed back on the truck on which it was delivered to the site, if available. If the truck that delivered the prohibited waste is not available, the prohibited waste is placed in containers for disposal at an appropriate Florida Department of Environmental Protection (FDEP) permitted facility. A covered hazardous waste storage bin is used for temporary storage of any hazardous wastes found. Any hazardous wastes observed at the facility are handled in accordance with Section 5.5. The prohibited waste is removed from the site in accordance with the schedule for waste removal.



3.3.3 Screening, Sorting and Separating

3.3.3.1 Bulk Sorting

Class III waste is unloaded onto the tipping floor area. Sorting of oversized residual materials is performed manually by floor sorters. The excavator and/or front end loader also assists in the sorting of larger oversized materials. The oversized waste materials are removed and transported to the residue storage area. Such materials include batteries, tires, furniture, and logs.

Plastic and aluminum cans are immediately containerized for shipment. Roofing materials, plumbing fixtures and other remnants of construction demolition are separated from the remaining materials so that these materials can be further broken down into recyclable/non-recyclable components such as electrical wire, cellulose foam and steel from building materials; wood from structures, and roofing materials. Once separated into recyclable/non-recyclable components, the recyclable materials are containerized for shipment and the non-recyclables are containerized for disposal at an approved facility. Concrete and large rocks are sorted and set aside for use as clean fill in lakefill projects or sent out to be used for road base or drainage rock.

Wood and lumber materials (untreated and unpainted) are sorted and transferred to a separate pile. This material is shipped out to third-party recyclers for reuse.

Pressure treated wood is removed from the waste stream and placed in containers for removal to an FDEP approved Class I disposal facility.

Dedicated loads of roofing shingles and roofing paper will be dumped directly in the residue storage area and subsequently transported for disposal to an FDEP approved Class III disposal facility.

3.3.3.2 Mechanical Processing

As previously indicated, the Facility utilizes equipment for the processing of the Class III materials. The material that remains following the bulk processing is loaded onto the equipment. A component of the equipment is the vibrating Finger Screen, which is



used to separate the material that is larger than 12 inches in diameter from the material that is smaller than 12 inches in diameter.

From the Finger Screen, the material that is larger than 12 inches in diameter is moved by conveyor up the equipment where manual pickers remove recyclable materials. These materials may include pieces of plastic, metal, wood, rocks, concrete, and old corrugated cardboard (OCC). After the recyclable materials have been diverted to bunkers/storage areas, the remaining material, referred to as residue, falls off the end of the equipment, is removed by the loader to the residue storage area and is subsequently transported to an FDEP approved disposal facility.

3.3.4 Storage Area

Areas for material storage and handling at the site are presented in Figure 2. As shown, the materials stored on site include residue, wood, concrete, metal, cardboard, de-stoner rock, and plastic. All incoming material will be removed from the site on a daily basis. However, there is storage capacity on site for approximately 8,000 yd³ of processed materials. The materials will be stored as necessary but will need to be removed from the site continuously throughout the day.

3.3.5 Removal of Material from Site

In conformance with Chapter 62-701.710 of the Florida Administrative Code and Chapter 27, Article VI, Section 27-216(3)6 of the Broward County Code of Ordinances, recyclable material will remain onsite for no more than 30 days from the date of receipt, prohibited material will remain onsite for no more than 48 hours from the date of receipt, vegetative debris and clean wood will remain onsite for no more than 90 days from the date of receipt and all other materials will be removed within seven working days from the date of receipt.

3.3.5.1 Residue

The residue consists of the non-recyclable material that is remaining following the bulk and mechanical processing. The residue may also include Class I and Class III material. These materials are removed from the site for disposal at an appropriate FDEP approved disposal facility.



3.3.5.2 Metal

The ferrous and non-ferrous metal materials are removed from the site for recycling. All ferrous material is shipped off site to various dealers to be recycled as scrap. Non-ferrous metal is taken off site to a local recycler in containers where the material is shipped nationally for reuse.

3.3.5.3 Old Corrugated Cardboard

The cardboard is removed from the incoming waste for recycling. Recyclers pick up and remove the cardboard from the Facility.

3.3.5.4 Wood

Wood and lumber materials (untreated and unpainted) are shipped to third-party recyclers where it will be used for landscaping purposes.

3.3.5.5 Concrete

The concrete and large rocks set-aside during the bulk and/or mechanical processing are removed from the site for lake filling.

3.3.5.6 Plastics

All plastics are shipped to various plastics processing facilities for recycling.

3.3.5.7 De-stoner Rock

De-stoner rock will be sent offsite for reuse as a construction material.

3.3.6 Leachate Control

The waste delivered to the tipping area will be managed to prevent impacts to ground water, surface water, and air quality at the Facility. As shown in the Engineering Drawings, the processing area is located under cover. A leachate containment berm, approximately 6 inches high, will be constructed around the perimeter of the covered area to control leachate. Only those recyclable materials that are inert will be stored at the site (i.e., wood, metal, cardboard, concrete, de-stoner rock and plastic). All other materials will be removed on a first in, first out basis. In addition, a load checking program, which is



also described in Section 3.3.1 of this Operation Plan, will be performed to prevent unacceptable or hazardous waste from being accepted at the Facility.

3.3.7 Operator and Trained Spotter

In accordance with Rule 62-701.710(4)(c)1. and 2. of the FAC, a trained operator shall be on duty whenever the facility is operating and at least one trained spotter shall be on duty at all times that waste is received at the site to inspect the incoming waste. All incoming waste shall be inspected, and any unauthorized waste shall be removed from the waste stream and placed into appropriate containers for disposal at a permitted facility in accordance with a schedule submitted as part of the operation plan.

The operator and spotter of the Facility will be trained. The operators shall be properly trained to operate the Facility and the spotters shall be trained to identify and properly manage any hazardous or prohibited materials that are received. The training of the operator and spotter will be performed through those courses offered to the public through TREE-O training at the University of Florida or by hiring an independent third party to conduct the training provided that their courses are approved by the FDEP.

In accordance with Rule 62-701.710(4)(c) of the FAC, operators will complete 16 hours of initial training at an approved training course and will pass an examination as part of that training. Within three years after passing the examination, and every three years thereafter, operators will complete an additional 8 hours of continued training. The spotter at the transfer area will complete 8 hours of initial training, at an applicable FDEP approved training course. Within three years after attending the initial training, and every three years thereafter, spotters shall complete an additional 4 hours of continued training, at an approved training course.

Coastal will not employ a person to perform, nor may any person perform the duties of an operator or spotter unless that person is a trained operator or trained spotter, or an interim operator or interim spotter. The interim operator is a person who has, in the opinion of Coastal, shown competency as an operator through a combination of work experience, education and training and who has at least one year of experience at the Facility or another similar facility. An interim operator may perform the duties of an operator, but only under the supervision of a trained operator. The interim spotter is a



person who has, in the opinion of Coastal, shown competency as a spotter through a combination of work experience, education and training. An interim spotter may perform the duties of a spotter, but only under the direct supervision of a trained operator or trained spotter. The spotter employed at the Facility will receive training with the approved training plan. The instructor of the in-house training plan shall at a minimum have completed one of the Department's approved training courses.

4 FACILITY MAINTENANCE

Mechanics and equipment operators will arrive at the Facility at 6:00 a.m. in order to inspect all machinery and to ensure that it is in good working order. If any machinery is found to need mechanical attention/maintenance, the mechanics will address such needs. Facility and equipment maintenance will also be performed on a nightly basis, as needed.

Facility maintenance will include dust control. A plan to control any dust at the site included in Appendix A.

5 EMERGENCY SITUATIONS

5.1 Introduction

This section identifies a set of unplanned circumstances that may occur at the Facility. If handled correctly, the damage or impacts from these problems can be minimized. The procedures to follow for dealing with problems as they occur are described herein. Operating personnel will become familiar with these procedures in order to prevent environmental contamination or damage.

In addition to the agencies and emergency personnel described herein, in the event of a fire, flood or other emergency, the following persons are to be contacted: Brendon Pantano at 786-503-4266 and Chad Abell at 954-778-0115.

The entrance to the facility from NW 33rd Street allows emergency vehicles immediate access to the processing and tipping area by police, fire, and ambulance.

This plan is organized by subsection and contains specific plans to address each of the following potential issues:

- Fire;
- Accident or injury;



- Release of contamination to environment;
- Hazardous or other unacceptable waste;
- Uncooperative customers; and
- Inclement weather.

In addition, the plan addresses the procedures that will be followed due to a power outage, equipment breakdown, or trucking problems.

5.2 Fire Control Plan

5.2.1 When Fire Occurs

The following procedures will be followed in the event of a fire at the Facility:

- extinguish small fires with water, fire extinguisher or smother with soil, do not remain near large fires or explosive materials;
- determine location, extent, type, and, if possible, cause of fire or explosion;
- notify on-site personnel and implement safety and fire control procedures;
- notify facility emergency coordinator if the fire cannot be immediately controlled;
- Notify the department if necessary. Clearly state:
 - location of the facility,
 - location of fire or explosion in facility,
 - extent of fire or explosion,
 - type of fire or explosion,
 - actions now being taken, and
 - injuries;



- notify rescue squad, if necessary;
- notify health care facility, if necessary; and
- Notify sheriff, if necessary.

5.2.2 “Hot Load” Procedures

In the unlikely event that a “hot load” is not identified before entrance into the facility, the following procedures are implemented:

- the truck carrying the “hot load” is directed to dump the load on the tipping area but away from any other waste;
- water, fire extinguishers, or soil, at the approval of the Facility Manager is used to smother the “hot load”; and
- The “hot load” is monitored until there is no evidence of smoldering or high temperatures.

5.2.3 Fire Extinguishers

Fire extinguishers will be installed in the following locations:

- Weigh Station;
- Waste processing building; and
- Selected on-site vehicles and equipment.



5.3 Accident or Injury

5.3.1 When an Injury Occurs

When an injury occurs, the following procedures will be implemented:

- shut down equipment;
- determine extent of injuries (location, seriousness);
- have someone phone rescue squad (911) unless injuries are clearly minor, and provide the following:
 - clearly state location, and
 - describe injuries;
- DO NOT MOVE VICTIM(S), unless:
 - victim is still in danger, or
 - victim cannot move self without great pain;
- stay with and keep victim(s) warm;
- notify Facility Manager or Responsible Persons;
- notify sheriff, if necessary; and
- apply first aid, as described below:
 - Employees – Minor accidents, such as bee stings, minor cuts, and small burns may be treated on site by an employee trained to administer first aid, and
 - Customers – First aid treatment will not be given to customers who have minor accidents at the site. However, personal information about the victim and a description of the accident will be obtained. The customer



will be instructed to go to his/her doctor for examination and treatment, if required.

5.3.2 Procedures after an Accident

The following procedures will be implemented in the event of an accident:

- Accident Investigation – the Facility Manager will perform a complete investigation of the accident and events up to the time of the accident. The investigation will be started as soon as possible after the accident. All witnesses to the accident and persons involved in the accident will be interviewed.
- Determination of Cause – After the facts about the accident have been gathered, the Facility Manager will make a determination as to the cause(s) of the accident.
- Filing of Reports – The Facility Manager will complete and file the appropriate accident report forms.
- Corrective Steps – After a thorough investigation and determination of the causes(s) of an accident, the Facility Manager will take corrective steps so that the same type of accident will not re-occur. These corrective steps may take the form of repair of faulty equipment, installation of safety equipment, or instruction of personnel in safe operating procedures.
- Discussion with Employees – If it is determined that the cause(s) of the accident were related to employee work habits and that remedial safety instructions would be helpful, a meeting with site employees will be held. The accident and the corrective measures that will be taken will be discussed to prevent another accident. All employees will be instructed in proper safety procedures that should be followed.



- Follow-up – The Facility Manager will follow-up the corrective measures to make certain that proper safety precautions are being taken. All unsafe practices will be called to the attention of the employees.

5.4 Release of Contamination to Environment

5.4.1 Response

If contamination is released to the environment, the following procedures will be implemented:

- Determine location, extent, type, and cause of release (e.g., fuel spill, etc.);
- Notify Facility Manager and implement the safety and emergency response procedures described in this section as necessary;
 - If injury is a result of the release, follow the procedures listed in Section 5.3.
- Notify the fire department, as necessary, by calling them. State clearly:
 - location of facility,
 - location of contaminant release,
 - extent of release,
 - type of release, and
 - actions now being taken; and
- The Facility Manager will notify the proper authorities and follow the procedures listed in Section 5.5.2.

5.4.2 Follow-Up

Unless the occurrence of a contaminant release is clearly due to very unusual circumstances, the facility operators will take corrective actions to prevent recurrence of the release.

A report will be filed at the Facility by the Facility Manager in order to have further reference for inquiries by authorities. The report will state:

- time/date of incident or its discovery;



- type of release and effects;
- source;
- response and effectiveness; and
- Agencies contacted.

5.5 Hazardous Materials

Facility employees will supervise all general public wishing to utilize the services of the Facility. Coastal has the right to refuse any waste loads found unacceptable. Facility employees may prohibit any vehicle from dumping until a supervisor arrives. In the event that a substance known to be or suspected of being hazardous is dumped from any vehicle at the Facility, the actions described below will be taken immediately.

5.5.1 The Observer

The Observer will take the following actions:

- Immediately report the incident to the Facility Manager.
- Avoid exposure to the substance in question.
- Observe where the material was dumped, by whom (which vehicle), how much was dumped, whether the container appears sound or is leaking, and what the substance looked like. Such observations will only be made with extreme caution and with the utmost regard for safety. **DO NOT SNIFF OR TOUCH THE SUBSTANCE.**
- Ask the individual who dumped the suspect load where the material was obtained.



- Isolate the approximate area of the suspected load before it is covered or mixed with wastes from other vehicle.
- Ask the driver of the vehicle to remain at the dumping point to ensure adequate vehicle identification. If the driver attempts to leave the dumping point, the observer should inform the Facility Manager.

5.5.2 Facility Manager

The Facility Manager will take the following actions as necessary:

- In accordance with Section 27-305 of the Broward County Code of Ordinances, Broward County will be notified of a spill or overflow event of a hazardous material to soil or another pervious surface, equal to or exceeding twenty-five (25) gallons, unless the hazardous material has a more stringent reporting requirement specified in Code of Federal Regulation (C.F.R). Title 40, Part 301 or Article XII, Section 27-355(a)(1), Broward County Code. FDEP's Discharge Report Form 62-761.900(1) will be used to report the discharge within twenty-four (24) hours or before the close of the County's next business day.
- Prepare a Load Rejection Form recording all pertinent facts regarding the driver and vehicle, including but not limited to: name of driver; driver license number; name of carting company; license plate number; where the load was obtained, if known; any visible evidence identifying the waste substance; and quantity and state of the substance (e.g., solid or liquid or if contained or loose).
- Coordinate the removal of the unacceptable waste with EEPD.

5.5.3 Undumped Load

If, before a waste load can be dumped (e.g., during inspection), it is discovered to contain, or is suspected of containing hazardous or other unacceptable materials, the same reporting procedures by the Observer and Facility Manager as described for the dumped loads still apply (complete Load Rejection Form), except concerning the dumping itself. In addition:

- Inform the driver that his load is unacceptable and why;
- Do not permit the load to be dumped; and
- Assist the driver in determining what he should do for proper disposal of the load.



5.6 Non-Hazardous Prohibited Materials

Non-hazardous material discovered during the sorting process which does not qualify as Class III waste (non-hazardous prohibited materials) shall be removed from the tipping and sorting area and placed in covered containers located in the Class I storage area. These materials shall be transferred for disposal to an FDEP approved Class I landfill or disposal facility no more than 48 hours from the date of receipt.

5.7 Uncooperative Customers

The following actions will be implemented if a customer will not obey site rules or cooperate with site personnel.

- If the customer is creating a substantial problem involving his or other's safety, or significantly interfering with disposal operations, the Facility Manager will decide what action should be taken;
- If the customer is creating a minor nuisance and does not respond to polite suggestions, the Facility Manager will record the vehicle description and license number, and report the incident to the home office management;

In a case where a customer causes or threatens to cause harm to the property or personnel, or otherwise interferes with safe operation of the facility, the Facility Manager will contact the sheriff.

5.8 Power Outage

A generator of sufficient capacity to provide power to the Facility will be installed at the Facility to allow for continuous operations should there be a power outage.



5.9 Equipment Breakdown

The equipment used for the operation of the Facility is maintained on a daily basis. This will limit equipment breakdown at the Facility. However, should equipment breakdown, Coastal will perform the following:

- The equipment at the Facility includes two loaders, two excavators, one compact loader, one sweeping equipment, and one water truck. Should any of this equipment breakdown, Coastal will determine the nature of the breakdown, the maximum duration of the down time, and if the disabled equipment can be replaced with another piece of on-site equipment. If not, Coastal will rent a replacement piece of equipment until the disabled equipment is operational.
- The processing of the incoming material is performed on the equipment. Should the equipment breakdown, Coastal will perform only bulk sorting, which as previously described, includes sorting of the oversized materials manually by floor sorters. Following the bulk sorting, the residual material will be transferred from the site and disposed of at an appropriate FDEP approved disposal facility.

If the volume of inbound material begins to exceed the volume of outbound material such that it will exceed the available on-site storage capacity, the incoming material will be turned away.

6 RECORD KEEPING

In accordance with the requirements of Rule 62-701.710(8) of the FAC, the following recordkeeping will be performed:



- Operation records shall be maintained to include a daily log of the quantity of solid waste received, processed, stored, and removed from the site for recycling or disposal, and the county of origin of the waste, if known. These records shall include each type of solid waste, recovered materials, residuals, and unacceptable waste which is processed, recycled, and disposed. Such records shall be compiled on a monthly basis and shall be available for inspection by FDEP. Records shall be retained at the facility for three years.

- The owner shall submit an annual report to FDEP on Form 62-701.900(7). This report shall include a summary of the amounts and types of wastes disposed of or recycled. The county of origin of materials which are recycled, or a statement that the county of origin is unknown, shall be included in the report. The report shall be submitted no later than April 1 of each year, and shall cover the preceding calendar year.

In accordance with the requirements of Section 27-216(c)(3)i.2 of the Broward County Code of Ordinances, a monthly report will be submitted to the EEPD no later than the fifteenth (15th) day of the succeeding month. The report shall include:

- Facility Name, address and license number;
- The month covered by the report;
- A summary of the following daily information in cubic yards:
 - The quantity of solid waste received and processed
 - The quantity of recyclable material recovered, by type;
 - The quantity of recyclable material marketed, by type; and
 - The quantity of solid waste disposed of and identify the final disposal location (s)

References



Contracting Agency:	Solid Waste Authority of Palm Beach County
Contract:	Biomass Waste Processing
Contact Name:	Nathan Mayer, P.E. or Karen Kantor, P.E.
Contact Email Address:	nmayer@swa.org kkantor@swa.org
Contact Number:	561-758-7130 / 561-640-4000 ext. 4616



This contract is under ROCCO, a joint venture with

Contracting Agency:	Martin County
Contract:	C&D Processing, RFP 2019-3100
Contact Name:	Greg Schommer
Contact Email Address:	aschomme@martin.fl.us
Contact Number:	(772) 419-6939



Contracting Business:	Eastern Waste Systems
Contact Name:	Michael Marzano, President
Contact Email Address:	mmarzano@easternwaste.com
Contact Number:	954-580-0615



Contracting Business:	Waste Pro
Contact Name:	Farid Abuchaibe, Division Manager
Contact Email Address:	fabuchaibe@wasteprousa.com
Contact Number:	954-633-2580



Contracting Business:	Allied Bean Demolition
Contact Name:	Kevin Bean, Director
Contact Email Address:	Kevin@alliedbean.com
Contact Number:	954-848-2806

Amendments to the RFP



CITY OF COCONUT CREEK

**FINANCE AND ADMINISTRATIVE SERVICES
PURCHASING AND CONTRACTS DIVISION**

4800 WEST COPANS ROAD
COCONUT CREEK, FLORIDA 33063

ADDENDUM NO. 1

August 10, 2020

RFP No.: 08-19-20-09
RFP Name: Processing, Recycling, Disposal Svcs. Of Construction & Demolition Debris ("C&D"), Bulk & Yard Waste
Due Date/Time: Wednesday, August 19, 2020 at 9:00 a.m. EST

Our records indicate that your firm is in receipt of proposal documents for the above referenced proposal. This Addendum is hereby made part of the specifications and shall be included with all contract documents.

- Questions and Answers (1 through 33) will be transmitted electronically through the "Questions Tab" of the eBid System.
- REPLACE PAGE(S): 16 with 16(a) and 26 with 26(a)
Note: Words underlined and **bold** are additions, words ~~marked through~~ are deletions

This addendum acknowledgment sheet must be submitted electronically with your response through the eBid System by the due date and time indicated above. Failure to return this sheet may disqualify Proposer.

Proposer's Signature

August 17, 2020

Date

Coastal Waste & Recycling of Broward County, LLC

Company Name

1840 NW 33rd St., Pompano Beach 33064

Company Address

(954) 947-4000

Phone Number

()

Fax Number

LORIE MESSER
Purchasing Analyst
lmesser@coconutcreek.net

6. Performance

It is the intention of the City to obtain the products and services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the scope of services. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these products from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or City residents.

7. Schedule of Events

The City will use the following tentative time schedule in the selection process. The City reserves the right to change and/or delay scheduled dates.

Event	Date
RFP Available	07/19/ 2020
Last Date of Receipt of Questions (5:00 p.m.)	08/06/2020
Addendum Release (if required)	08/10/2020
Proposals Due at 9:00 a.m.	08/19/2020
Compliance Review	08/19/2020 – 08/26/2020
Selection Committee Evaluations/Short List	09/02/2020
Oral Interviews/Selection of 1 st Ranked Proposer	TBA
Contract Negotiations with 1 st Ranked Proposer	TBA
Commission Award of Contract	September 2020

8. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes, **epidemics, pandemics** or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, or delay or failure of service from a public utility needed for their performance, provided that:

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

9. Proposal Submission

- 9.1 Proposer shall use the electronic eBid System to submit a response. **The proposal shall be signed by a representative who is authorized to contractually bind the Proposer.**

3. Background Information

The City currently uses its franchised hauler, Republic Services, for collection and transportation of C&D, bulk and yard waste to a transfer site where it is loaded and hauled off to be landfilled. The City is interested in pursuing opportunities that ensure recyclable materials are removed from the aforementioned waste streams and processed for reuse in the marketplace. Annual quantities for the 2019 calendar year are as follows:

C&D	3166.2 tons
Bulk and Yard Waste	7402.2 tons

Materials shall be delivered by the City's Franchised Hauler. Currently most yard waste is mixed with bulk. The City does not guarantee the quantity of materials to be delivered under the Contract.

4. Scope of Services

The Proposer selected by the City pursuant this RFP shall sort the incoming C&D, bulk and yard waste into recyclable and non-recyclable material. The Contractor shall be responsible for marketing and selling all of the recyclable material it recovers from the C&D, Bulk and Yard Waste. ~~The proceeds from the sale of recyclable materials shall be shared equally by the City and the Contractor.~~ **Contractor should consider the value of materials in their proposed fee.** The non-recyclable material shall be transported from the site for disposal at the Contractor's expense. **Under no circumstances shall the residue material be disposed of at the Monarch Hill Landfill, located at 2700 Wiles Road Pompano Beach, FL 33073 (bounded by Sample Road to the south, Wiles Road to the north, Powerline Road to the east and the Florida Turnpike to the west).**

a. Services Being Bid

The Selected Proposer (Contractor) shall identify a Designated Receiving Facility where the City's Franchised Hauler and/or City vehicles are able to deliver Materials generated by residential and/or governmental sources within the City. The Designated Receiving Facility must be accessible via a paved and improved roadway on ground level. In order to be considered responsible and eligible for Contract award under this competitive solicitation, the Proposer's Designated Receiving Facility shall be located within a six (6) mile driving distance from the City's municipal boundary in any direction.

5. City's Responsibility

Beginning on the Commencement Date, the City shall deliver the Materials collected by the City to the Designated Receiving Facility. The City makes no assurances or guarantees regarding the quantity of Material that will be delivered to the Designated Receiving Facility.

6. Title to Materials

Upon acceptance of Material at the Designated Receiving Facility, the Contractor shall own all of the Materials and shall be responsible for transportation, processing and disposal, including all costs thereof, of all of the Materials in accordance with all Designated Facilities

Other Required Forms

SECTION IV - REQUIRED DOCUMENTS**Proposal Requirements Checklist**

Proposer has completed the required documents listed in the checklist below. The required documents shall be executed, notarized (if applicable), and submitted as a condition to this Request for Proposals.

Proposer shall electronically submit all required documents and any other pertinent information electronically through the eBid System.

Required Documents	Yes	No
Proposer Information	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposal Confirmation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Indemnification Clause	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Non-Collusive Affidavit	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposer's Qualification Statement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Drug-Free Workplace Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sworn Statement on Public Entity Crimes	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exceptions to the RFP	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Operational Plan – Scope of Services Proposed	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Submitted Pricing through the eBid System “Line Items” Tab	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposal: (1) Qualifications and Experience (2) Resources and Availability (3) References	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Certificate of Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Company's www.Sunbiz.org record	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scrutinized Companies Certification	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Business Tax Receipt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copies of Valid Licenses	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PROPOSER INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name: Coastal Waste & Recycling of Broward County, LLC

Social Security/Federal Tax I.D. No.: 82-5236241

Proposer's Name (Print): Brendon Pantano Title: CEO

Address: 1840 NW 33 St.

City/State/Zip: Pompano Beach, FL 33064

Phone: 954-947-4000 Fax: _____

Email: bpantano@coastalwasteinc.com

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, Whichever Applies

Part I:


Proposer has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged).

Addendum No: <u>1</u>	Dated: <u>8/10/2020</u>
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____

Part II:

No Addendum was received in connection with this RFP.

It is understood and agreed by Proposer that the City reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the proposal or in the proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.


 Proposer's Authorized Signature

August 17, 2020
 Date

Brendon Pantano
 Proposer's Printed Name

PROPOSAL CONFIRMATION

In accordance with the requirements to provide Processing, Recycling and Disposal Services of Construction and Demolition Debris, Bulk and Yard Waste pursuant to RFP 08-19-20-09, the undersigned submits the attached proposal.

Proposer accepts and hereby incorporates by reference in this proposal all of the terms and conditions of the scope of work, including EPA Standards, Motor Vehicle Safety Standards and required warranty and guarantee certificates.

Proposer is fully aware of the scope of work based on these requirements, the legal requirements (federal, state, county and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigation as Proposer deems necessary.

This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person; firm or a corporation to refrain from proposing and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over City.

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided. I hereby submit this Proposal Package for Processing, Recycling and Disposal Services of Construction and Demolition Debris, Bulk and Yard Waste, RFP No. 08-19-20-09 to the City of Coconut Creek with the full understanding of the Request for Proposal, General Terms and Conditions, Special Terms and Conditions, Detailed Requirements, and the entire Proposal Package.

Coastal Waste & Recycling of Broward County, LLC [Signature] 8/17/2020
Proposer's Name Signature Date

State of: Florida

County of: Broward

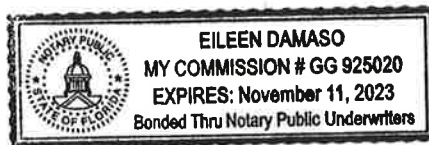
The foregoing instrument was acknowledged before me this 17 day of August, 2020, by Brendon Pantano, who is (who are) personally known to me or who has produced as identification and who did (did not) take an oath.

[Signature]
Notary Public Signature

Eileen Damaso
Notary Name, Printed, Typed or Stamped

Commission Number: GG 925020

My Commission Expires: 11/11/2023



**CITY OF COCONUT CREEK
 PROSSESING, RECYCLING AND DISPOSAL SERVICES OF "C&D", BULK AND YARD WASTE
 RFP NO. 08-19-20-09**

SCHEDULE OF PROPOSAL PRICES

**PROPOSER SHALL SUBMIT PRICES ELECTRONICALLY
 THROUGH THE EBID SYSTEM "LINE ITEMS" TAB**

WWW.COCONUTCREEK.NET/PURCHASING

#	DESCRIPTION	PRICE
1.	Processing Fee per Ton (includes all materials, one fee)	\$ No Bid
#	ALTERNATE QUOTE	PRICE
2.	Price per Ton to Landfill	\$ 44.10

VISA Credit Card – Payment Method:

The City of Coconut Creek has implemented a Visa Procurement Card (P-Card) Program through SunTrust Bank. The City's preference is to pay for goods/services with the P-Card. This program allows the City to expedite payment to our vendors. Some of the benefits of the P-Card Program to the vendor are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, deal directly with the cardholder (in most cases).

Vendors accepting payment by the P-Card may not require the City (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a transaction. Such charges are allowable, however must be included in the total cost of their response. Vendors are not to add notations such as "+3% service fee" in their response. All responses shall be inclusive of any and all fees associated with the acceptance of the P-Card.

Vendors agreeing to accept payment by P-Card must presently have the capability to accept Visa or take whatever steps necessary to implement the ability before the start of the agreement term.

Purchasing Card Acceptance



Why You Should Accept City of Coconut Creek's Purchasing Card

The Challenge

To optimize working capital, buying organizations are requesting that their suppliers accept purchasing cards for payment. By replacing their paper-based accounts payable process with an electronic purchasing card solution, buyers reduce their overall payables cost and suppliers reduce their collection expenses. As a supplier you will be able to accept credit card payments while minimizing your acceptance costs.

The Solution

We would like for you to begin accepting the SunTrust Purchasing Card. Payments made with a purchasing card provide faster receipt of funds, as they are deposited electronically to your checking account. We have partnered with SunTrust to negotiate preferred product and pricing solutions that fit the needs of Business-to-Business (B2B) purchasing card acceptance.

Here's How It Works

SunTrust will provide a computer-based solution that allows you to get the best effective rate for B2B card acceptance. A computer-based application is necessary to authorize and settle transactions at the best available interchange rate, as typical point-of-sale terminals do not have the capability to send the additional required enhanced data with the purchasing card transactions.

What's In It For You

With our B2B solution you will receive payments quicker than through the manual paper-based process. You can also:

- Achieve cost reductions in mail handling, depositing payments and collection
- Have your funds deposited electronically
- Receive payments faster and improved cash flow
- Gain greater visibility to manage cash flow through online reporting
- Increase accounting efficiency
- Receive competitive processing rates and fees
- Eliminate returned or lost checks processing and related expenses
- Experience reduced potential for fraud than with check payments
- Decrease days sales outstanding

City of Coconut Creek Preferred Supplier Acceptance Pricing

We have created a program to allow you to qualify at the best effective rates either by software or through a web-based solution.

Visa® Rate	Purchase Card Level 2	Purchase Card Level 3	Large Ticket Rate
*Interchange Rate	2.00% + \$0.05	1.80% + \$0.10	1.45% + \$35.00
*Assessment Fee	0.0925%	0.0925%	0.0925%
SunTrust Merchant Services Fee	0.20%	0.20%	0.20%
*Effective Rate	2.33%	2.13%	1.78%

*Rate provided by Visa

Purchase Level 2

To qualify for the Visa Level 2 Interchange Rates, the sales tax amount must be reported and the value must be greater than zero.

Purchase Level 3

To qualify for the Visa Level 3 Interchange Rate, Level 3 data (item description, product code, quantity, unit of measure and commodity code) must be reported. If the Sales tax is not applied, a value of zero (0.00) is required.

Purchase Large Ticket

To qualify for the Visa Large Ticket Interchange Rate, Level 2 and Level 3 data must be reported. Any transaction greater than \$6,980 that has the required data elements will qualify for the Visa Large Ticket Rate.

City of Coconut Creek Preferred Product Solution Pricing

Type	Solution Name	Price
Software-based Application	Payment Software	Set-up (one-time): Waived Monthly Access: \$0.00 Per Transaction:\$0.00
Internet-based Solution	Global Gateway e4	Set-up (one-time): Waived Monthly Access: \$9.95 Per Transaction:\$0.05

Value-Added Services

- Preferred Supplier status
- Set preferred processing fees for B2B acceptance
- No cost computer application
- No set-up fee
- No early termination fees
- Online reporting

Supplier Sign-Up:

To begin the supplier enrollment process, please call 855.468.0317.

INDEMNIFICATION CLAUSE
(Page 1 of 1)

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. The Contractor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes, as amended from time to time, nor shall it constitute an agreement by the City to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action. This section shall not be construed as consent to be sued by any third parties in any matter arising out of this Agreement. The foregoing indemnification and release shall survive the termination of this Agreement.

Coastal Waste & Recycling of Broward County, LLC  8/17/2020
Contractor's Name Signature Date

State of: Florida

County of: Broward

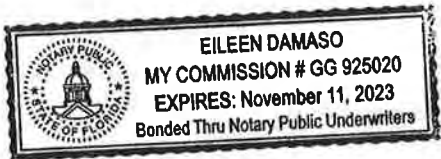
The foregoing instrument was acknowledged before me this 17 day of August, 2020, by Brendon Pantano, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.


Notary Public Signature

Eileen Damaso
Notary Name, Printed, Typed or Stamped

Commission Number: GG 925020

My Commission Expires: 11/11/2023



NON-COLLUSIVE AFFIDAVIT

State of Florida)
County of Broward)ss.

Brendon Pantano being first duly sworn, deposes and says that:

- (1) He/she is the Officer
(Owner, Partner, Officer, Representative or Agent)
of Coastal Waste & Recycling of Broward County, LLC the Proposer that has submitted the attached proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

[Signature]
John Casagrande

By: [Signature]

Brendon Pantano
(Printed Name)

CEO
(Title)

ACKNOWLEDGEMENT

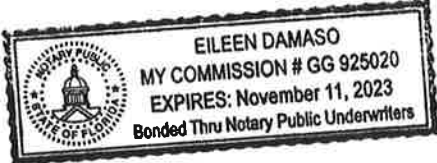
State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 17 day of August, 2020,
by Brendon Pantano, who is personally known to me or who has produced
as identification and who did (did not) take an oath.

WITNESS my hand and official seal

[Signature]
NOTARY PUBLIC



Eileen Damaso
(Name of Notary Public: Print, Stamp, or
Type as Commissioned.)

PROPOSER'S QUALIFICATION STATEMENT

In order to properly evaluate the proposal submittals, Proposers are expected to complete the questionnaire and include the following documentation. By attesting to this submittal, Proposer guarantees the truth and accuracy of all statements and answers herein contained.

SUBMITTED TO: City of Coconut Creek
 Purchasing and Contracts Division
 4800 West Copans Road
 Coconut Creek, FL 33063

Submitted By: Coastal Waste & Recycling of Broward County, LLC
 Name: Brendon Pantano
 Address: 1840 NW 33 St.
 City, State, Zip Pompano Beach, FL 33064
 Telephone No. 954-947-4000
 Fax No. _____

Check One

- Corporation
- Partnership
- Individual
- Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: Coastal Waste & Recycling of Broward County, LLC

The address of the principal place of business is: 1840 NW 33 St.
Pompano Beach, FL 33064

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: 04/19/18
- b. State of Incorporation: Delaware
- c. President's Name: Brendon Pantano
- d. Vice President's Name: _____
- e. Secretary's Name: _____
- f. Treasurer's Name: Kristi Beaudoin
- g. Name and Address of Resident Agent: Brendon Pantano
1840 NW 33rd St. Pompano Beach, FL 33064

3. If Proposer is an individual or a partnership, answer the following:

- a. Date of Organization: N/A
- b. Name, Address and Ownership Units of all Partners: _____

- c. State whether general or limited partnership: _____

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business under its present business name? _____

- a. Under what other former name has your organization operated?

N/A

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this proposal. Please attach certificate of competency and/or state registration.

Please see attached.

8. Litigation/Judgments/Settlements/Debarments/Suspensions:
Submit information on any pending litigation and any judgments and settlements of court cases relative to providing this type of work/services that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government during the last five (5) years.

None

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

No

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

Chad Abell - 22 years in the solid waste industry, the last 17 years in post collection

Juan Garcia - 10 years in the solid waste industry

11. State the name of the individual(s) and titles who will personally supervise the work:

Chad Abell

12. State the name and address of the attorney, if any, for the business of the Proposer:
 None

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:
Coastal Waste & Recycling, Inc. 1840 NW 33rd St., Pompano Beach, FL 33064 100%

14. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:
 None

15. State the name of Surety Company which will be providing the bond, and the name and address of agent:
One Beacon Surety Group -
HUB Internationa Limited - Marty Moss, 1411 Opus Place, Ste. 450, Downers Grove, IL 60515

16. List the following information concerning all Proposer's contracts in progress as of the date of submission and completed projects over the last five (5) years. (In case of any co-venture, list the information for all co-ventures.)

<u>Name of Project</u>	<u>Owner</u>	<u>Total Contract Value</u>	<u>Contracted Date of Completion</u>	<u>% of Completion to Date</u>
BioMass Waste Processing	SWA	@\$2.5 million	April 2022	30%
Construction and Demolition Debris Processing	Martin County	@\$24 million	May 2029	10% (Joint Venture) please refer to page 140

17. Have you personally inspected the site of the proposed work?
 Yes No

18. Do you have a complete set of documents, including drawings and addenda, if applicable?

Yes No N/A


19. Did you attend the pre-proposal conference if any such conference was held?

Yes No No Conference Held

20. Bank References:

Bank	Address/City/State/Zip	Telephone
Comerica Bank	411 W Lafayette, Detroit, MI 48226	(312) 222-5610

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by City in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the proposal, and if after the award, to cancel and terminate the award and /or contract.



Proposer's Signature Brendon Pantano, CEO

August 17, 2020


Date

**ACKNOWLEDGEMENT
PROPOSER'S QUALIFICATION STATEMENT**

State of Florida

County of Broward

On this the 17 day of August, 2020, before me, the undersigned Notary Public of the State of Florida, Personally appeared

Brendon Pantano  And
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

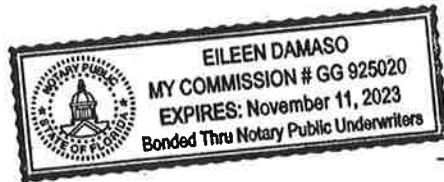

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

SEAL OF OFFICE:

Eileen Damaso

(Name of Notary Public: Print, Stamp, or Type as Commissioned)



- Personally known to me, or
- Produced identification

(Type of Identification Produced)


- DID take an oath, or
- DID NOT take an oath

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes as may be amended from time to time, hereby certifies that Coastal Waste & Recycling of Broward County, LLC does:
(Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of *Florida Statutes*, Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



 Proposer's Signature

Coastal Waste & Recycling of Broward County, LLC
 Company Name

August 17, 2020
 Date

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

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

1. This sworn statement is submitted with RFP No. 08-19-20-09 for Processing, Recycling and Disposal Services of Construction and Demolition Debris, Bulk and Yard Waste.
2. This sworn statement is submitted by Coastal Waste & Recycling (name of entity submitting sworn statement) whose business address is 1840 NW 33rd St., Pompano Beach 33064 and (if applicable) its Federal Employer Identification Number (FEIN) is 82-2069658. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Brendon Pantano and my
(Please print name of individual signing)
relationship to the entity named above is CEO.
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, or material misrepresentation.
5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or 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, includes but is not limited to:
 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 a 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 thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), 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, who are active, or who have been active, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity within the last five (5) years of this sworn statement.

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 check all statements that are applicable.**
- 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 officer 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. There has been a subsequent proceeding before a hearing officer of the State 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.)
9. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **Please check if statement is applicable.**
- The person or affiliate has not been placed on the convicted vendor list.
(If the box is not checked, please describe any action taken by or pending with the Department of General Services.)
10. The herein sworn statement shall be subject to and incorporate all the terms and conditions contained in Section 287.133 of the Florida Statutes.
11. Conviction of a public entity crime shall be cause for disqualification.

Coastal Waste & Recycling of Broward County, LLC
Proposer's Name


Signature

Date: August 17, 2020

State of: Florida

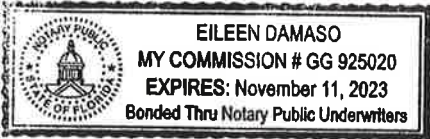
County of: Broward

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Notary Public Signature

Eileen Damaso
Notary Name, Printed, Typed or Stamped

Commission Number: GG 925020



My Commission Expires: 11/11/2023

EXCEPTIONS TO THE RFP

NOTE: Proposals that are exceptions to that which are specified and outlined below. (Additional sheets may be attached.) However, all alterations or omissions of required information or any change in proposal requirements is done at the risk of the Proposer presenting the proposal and may result in the rejection thereof.

Coastal Waste & Recycling of Broward County, LLC submits a no bid for Processing Fee (Item#1) due to the unachievable parameters set by the City of Coconut Creek for the processing of all materials. It is operationally unfeasible for a facility to accept all the materials inbound from the City and then store, process, weight and track all outbound recycled materials from the City separately from the rest of the material.

Coastal Waste & Recycling will accept all materials delivered by the City and/or its Hauling Contractor to be landfilled. Coastal Waste will look to divert any commodity rich loads through Coastal Four Processing system to recycle or redirect for beneficial use as much material as possible before loading it to go to the landfill.

Materials to be landfilled will be taken to the Desoto Recycling and Disposal Facility located in Arcadia, Florida.

**SCRUTINIZED COMPANIES
CERTIFICATION PURSUANT TO
FLORIDA STATUTE § 215.4725 AND § 215.473**

I, Brendon Pantano, on behalf of Coastal Waste & Recycling of Broward County, LLC
Print Name Company Name

certifies that Coastal Waste & Recycling of Broward County, LLC does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.



Signature

CEO

Title

954-947-4000

Phone

August 17, 2020

Date

EXHIBIT "A"

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirement of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor with principal offices located at _____, and primary phone number listed as _____ and _____, as Surety, are Bond to the City of Coconut Creek, Florida, as Obligee, hereinafter called City, in the amount of **Four-Hundred Thousand Dollars (\$400,000.00)** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract for Processing, Recycling and Disposal Services of Construction and Demolition Debris ("C&D"), Bulk and Yard Waste, RFP No. 08-19-20-09, awarded the _____ day of _____, _____, with City for Processing, Recycling and Disposal Services of "C&D", Bulk and Yard Waste in accordance with specifications prepared by City of Coconut Creek made part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for Processing, Recycling and Disposal Services of Construction and Demolition Debris ("C&D"), Bulk and Yard Waste, within _____ calendar days after the date of contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City, corrects any and all defective or faulty work or materials which appear within one (1) year after final acceptance of the work. Further in accordance with the City of Coconut Creek Code of Ordinance the Contractor shall be obligated to grant a one (1) year Maintenance Bond beginning after the release of the Performance Bond in the amount equal to 25% of the Performance Bond.
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by City to be, in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 4.1 Complete the Contract in accordance with its terms and conditions; or

4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the City elects, upon determination by the City and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a contract between such Bidder and City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein and those persons or corporations provided for in Section 255.05, Florida Statutes as amended from time to time, or their heirs, executors, administrators or successors.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.50(2), Florida Statutes as amended from time to time.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, _____

WITNESSES:

(Name of Corporation)

Secretary

By: _____
(Signature and Title)

(CORPORATE SEAL)

(Type Name and Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By: _____
Agent and Attorney-in-Fact

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: () _____

Additional Information

*Solid Waste Authority of
Palm Beach County*



*YOUR PARTNER FOR
SOLID WASTE SOLUTIONS*

AGREEMENT FOR

BIOMASS WASTE PROCESSING

BETWEEN

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

COASTAL WASTE AND RECYCLING, LLC

AGREEMENT NO. 19-201A

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AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of April 10th, 2019, by and between **Solid Waste Authority of Palm Beach County**, a special district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as AUTHORITY) and **COASTAL WASTE AND RECYCLING OF PALM BEACH COUNTY, LLC** (hereinafter referred to as CONTRACTOR), a Corporation, whose Federal Employer ID Number is 82-4352641;

Whereas, in accordance with the AUTHORITY's Request for Proposals No. 19-201/DL, solicited to employ the services of the CONTRACTOR for the purpose of providing Biomass Waste Services, and;

Whereas, CONTRACTOR represents it is capable and prepared to provide such services.

Now, therefore, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE AND INCORPORATION OF RECITALS

The foregoing recitals are hereby incorporated herein by reference.

The effective date of this Agreement shall be **MAY 1, 2019** through **APRIL 30, 2022**.

Term of Agreement shall be for a three (3) year period as per the Effective Date, unless otherwise terminated as provided herein. The AUTHORITY shall have the option of extending the Agreement for three (3) additional years, as approved by the AUTHORITY, at the same terms and conditions. Extension of the Agreement beyond the initial period, and any option subsequently exercised, is an AUTHORITY prerogative, and not a right of the CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the AUTHORITY. Such extension shall be in the form of a written Amendment to the Agreement executed by both parties.

ARTICLE 2 – PRICE ADJUSTMENTS:

- 2.1 All prices shall be adjusted annually on November 1st each year, commencing November 1, 2019 using the following adjustment methodology. The AUTHORITY reserves the right to reject any price adjustment:
- a. Fifty percent (50%) of the price will be adjusted by the average monthly percentage change over the twelve (12) month period ending the October immediately preceding the date for which the price index adjustment is effective in the Consumer Price Index – Urban Wage Earners and Clerical Workers – U.S. City Average – Private Transportation (Series ID CWUR0000SAT, not seasonally adjusted) as published by the Bureau of Labor Statistics of the U.S. Department of Labor.
 - b. Fifty percent (50%) of the price will be adjusted by the percentage change in the Average Hourly Earnings of Production Workers (Series ID CEU2000000008) as published by the Bureau of Labor Statistics of the U.S. Department of Labor over the one (1) year period ending the October immediately preceding the date for which the price index adjustment is effective.
 - c. The maximum allowable price adjustment shall not exceed 4% in any given year.
 - d. It is the PROPOSER's responsibility to request a pricing adjustment under this provision. The PROPOSER's adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the PROPOSER, the AUTHORITY will assume that the PROPOSER has agreed that no pricing adjustment shall be considered.

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall perform the services as specifically stated in the Scope of Work, attached hereto and made a part hereof as Exhibit A, and/or as may be specifically designated and authorized by the AUTHORITY. Such authorizations which will be referred to as Work Assignments shall each set forth the specific services required, the amount of compensation, and the completion date. In addition the CONTRACTOR may employ the use of sub-CONTRACTOR(s) whose services are necessary to the CONTRACTOR in the provision of services and upon specific approval in an individual Work Assignments. In such case the subcontractor, the specific services to be performed and his/her compensation (including a not-to-exceed amount) shall be identified as part of the Work Assignment.

ARTICLE 4 - COMPENSATION

- 4.1 The AUTHORITY shall pay CONTRACTOR in accordance with the Fee Schedule, attached hereto and made a part hereof as Exhibit B.
- 4.2 In addition, the parties may negotiate a lump sum or not-to-exceed amount on a per-project basis on an individual Work Assignment. Invoices must reference the current Agreement along with the assigned purchase order number.
- 4.3 CONTRACTOR shall submit a monthly invoice for services rendered. Invoices shall include a statement of progress made regarding the project, a description of services rendered and a breakdown of hours spent on the project. There shall be no reimbursable expenses allowable.
- 4.4 Payment of invoices shall be due and payable within thirty (30) days after receipt of a correct, fully documented invoice. All invoices shall be delivered to:

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attn: Accounts Payable

- 4.5 CONTRACTOR will clearly mark its final/last billing with the words "Final Invoice". This will certify that all services have been fully performed under this Agreement and that all charges and costs have been invoiced to the AUTHORITY. Thereupon, this account will be closed and any additional charges or costs, not included in the final invoice, shall be waived by CONTRACTOR.

ARTICLE 5 - INSURANCE

- 5.1 During the performance of the Services under this Agreement, CONTRACTOR shall maintain the following insurance policies, and be written by an insurance company authorized to do business in Florida.
 1. **General Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence.
 2. **Automobile Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$1,000,000 for each accident.
 3. **Workers' Compensation** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$500,000 for each accident, \$100,000 for disease – each employee, and \$500,000 aggregate.

- 5.2 Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusions, said exclusions shall be so indicated on the certificate(s) of insurance.
- 5.3 CONTRACTOR shall furnish AUTHORITY **Certificates of Insurance**, which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least **thirty (30) days** written notice has been made to the AUTHORITY. CONTRACTOR shall include AUTHORITY as an **Additional Insured** on the General Liability, and Automobile Liability insurance policy required by the Agreement. All of CONTRACTOR'S subcontractors shall be required to include AUTHORITY and CON as **Additional Insured** on all of their liability insurance policies.
- 5.4 CONTRACTOR'S naming of the AUTHORITY as an additional insured on all of its liability insurance policies pursuant to this Agreement shall afford coverage for the negligent and willful acts of CONTRACTOR pursuant to this Agreement and is limited to the terms and conditions of indemnity provisions in the Agreement.
- 5.5 In the event that subcontractors used by the CONTRACTOR do not have insurance, or do not meet the insurance limits, CONTRACTOR shall indemnify and hold harmless the AUTHORITY for any claim in excess of the sub-contractors insurance coverage.
- 5.6 The CONTRACTOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the AUTHORITY.

ARTICLE 6 - STANDARD OF CARE

- 6.1 CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Biomass Waste Processing Services as is ordinarily provided by a comparable professional under similar circumstances and CONTRACTOR shall, at no additional cost to AUTHORITY, re-perform services which fail to satisfy the foregoing standard of care.
- 6.2 The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 - INDEMNIFICATION

7.1 GENERAL

Having considered the risks and potential liabilities that may exist during the performance of the services and in consideration of the promises included herein, AUTHORITY and CONTRACTOR agree to allocate such liabilities in accordance with this Article 6.

7.2 INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Agreement.

7.3 SURVIVAL

Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

ARTICLE 8 - INDEPENDENT CONTRACTOR

- 8.1 The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the AUTHORITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR 'S relationship and the relationship of its employees to the AUTHORITY shall be that of an Independent Contractor and not as employees or agents of the AUTHORITY.
- 8.2 The CONTRACTOR does not have the power or authority to bind the AUTHORITY in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 9 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 10 - COMPLIANCE WITH LAWS

In performance of the Services, CONTRACTOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

ARTICLE 11 - SUBCONTRACTOR

- 11.1 The AUTHORITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor under this Agreement.
- 11.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the AUTHORITY.

ARTICLE 12 - FEDERAL AND STATE TAXES

The AUTHORITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the AUTHORITY will provide an exemption certificate to CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the AUTHORITY, nor shall the CONTRACTOR be authorized to use the AUTHORITY'S Tax Exemption Number in securing such materials.

ARTICLE 13 - AVAILABILITY OF FUNDS

The obligations of the AUTHORITY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of the Solid Waste Authority of Palm Beach County.

ARTICLE 14 - AUTHORITY'S RESPONSIBILITIES

AUTHORITY shall be responsible for providing access to all project sites, and providing information on hand required by CONTRACTOR, including; existing reports, studies, financial information, and other required data that are available in the files of the AUTHORITY.

ARTICLE 15 - DEFAULT

- 15.1 The AUTHORITY may, by written notice of default to the CONTRACTOR, terminate the Agreement in whole or in part if the CONTRACTOR fails to satisfactorily perform any provisions of this Agreement, or fails to make progress so as to endanger performance under the terms and conditions of this Agreement, or provides repeated non-performance, or does not remedy such failure within a period of ten (10) days (or such period as the Director of Purchasing Services may authorize in writing) after receipt of notice from the Director of Purchasing Services specifying such failure. In the event the AUTHORITY terminates this Agreement in whole or in part because of default of the CONTRACTOR, the AUTHORITY may, in its sole discretion, procure goods and/or services similar to those terminated, and the CONTRACTOR shall be liable for any excess costs incurred due to this action.
- 15.2 If it is determined that the CONTRACTOR was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the CONTRACTOR), the rights and obligations of the parties shall be those provided in Article 16 – Termination for Convenience.

ARTICLE 16 – TERMINATION FOR CONVENIENCE

- 16.1 The Director of Purchasing Services may, whenever the interests of the AUTHORITY so require, terminate the Agreement, in whole or in part, for the convenience of the AUTHORITY. The Director of Purchasing Services shall give five (5) days prior written notice of termination to the CONTRACTOR, specifying the portions of the Agreement to be terminated and when the termination is to become effective. If only portions of the Agreement are terminated, the CONTRACTOR has the right to withdraw, without adverse action, from the entire Agreement.
- 16.2 Unless directed differently in the Notice of Termination, the CONTRACTOR shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the successful CONTRACTOR shall terminate outstanding orders and/or subcontracts related to the terminated work.
- 16.3 Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the AUTHORITY'S satisfaction through the date of termination.

ARTICLE 17 - UNCONTROLLABLE FORCES

- 17.1 Neither the AUTHORITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 17.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 18 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be in a State court of competent jurisdiction located in Palm Beach County. With the exception of the choice of law and venue provisions contained herein, no remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 19 – COMMERCIAL NON-DISCRIMINATION POLICY

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it will comply with the AUTHORITY's Commercial Non-Discrimination Policy, as described under, Section 6.3 of the AUTHORITY's Purchasing Manual, including subsequent amendments thereto, if any. As part of such compliance, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, ancestry sex, age, marital status, familial status sexual orientation, gender identity or expression, disability or genetic information, or on the basis of any otherwise unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The CONTRACTOR shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the AUTHORITY's relevant marketplace in Palm Beach County. The CONTRACTOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the CONTRACTOR from participating in AUTHORITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The CONTRACTOR agrees and understands that the provisions of Section 6.3 of the AUTHORITY's Purchasing Manual are incorporated herein by reference and that the CONTRACTOR is familiar with the contents of same.

ARTICLE 20 - WAIVER

A waiver by either AUTHORITY or CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 21 - SEVERABILITY

- 21.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- 21.2 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

ARTICLE 22 - ENTIRETY OF AGREEMENT

The AUTHORITY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the AUTHORITY and CONTRACTOR pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

ARTICLE 23 - MODIFICATION

The Agreement may not be modified unless such modifications are evidenced in writing signed by both AUTHORITY and CONTRACTOR. Such modifications shall be in the form of a written Amendment executed by both parties.

ARTICLE 24 - SUCCESSORS AND ASSIGNS

AUTHORITY and CONTRACTOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives. CONTRACTOR shall not assign this Agreement without the express written approval of the AUTHORITY via executed amendment.

ARTICLE 25 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 26 - TRUTH-IN-NEGOTIATION CERTIFICATE

- 26.1 Execution of this Agreement by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.
- 26.2 The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside contractors. The AUTHORITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 27 - OWNERSHIP OF DOCUMENTS

CONTRACTOR shall be required to cooperate with other contractors relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the AUTHORITY for its use and/or distribution as may be deemed appropriate by the AUTHORITY.

ARTICLE 28 - PUBLIC RECORDS, ACCESS AND AUDITS

- 28.1 It is the intent of this Article to maintain compliance with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended.

28.2 **DESIGNATED RECORDS CUSTODIAN CONTACT INFORMATION:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES; THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGER
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FL. 33412
561-640-4000 EXT. 4210
RECORDS CUSTODIAN@SWA.ORG**

- 28.3 The CONTRACTOR shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work, in accordance with the timeframes and classifications for records retention as per the General Records Schedule GS1-SL for State and Local Government Agencies (see: <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>) after completion or termination of this Contract. Upon AUTHORITY'S request, CONTRACTOR shall provide AUTHORITY with access to such records during normal business hours at a location within Palm Beach County for purposes of inspection or audit.
- 28.4 Notwithstanding anything herein to the contrary, the CONTRACTOR expressly acknowledges that: i) it is providing a specific service to the AUTHORITY in the performance of this Contract; ii) acting on behalf of the AUTHORITY in the performance of this Contract; iii) that it has read and is familiar with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended, and both understand its responsibility and obligation to comply with this law; and iv) to the extent any question(s) arise regarding its duties to produce public records, it shall contact the Records Manager with same.
- 28.5 Any public records requests directed to, or related in any way to this contract shall be directed solely to the Records Manager. If the requested records are not in the possession of the Records Manager they shall immediately notify the CONTRACTOR and the CONTRACTOR must provide the records or allow access to the records within a reasonable time. A CONTRACTOR who fails to provide the records to the public agency within a reasonable time may be subject to penalties under Florida Statutes (F.S) §119.10, and §119.10(2) provides that a person who willfully and knowingly violates the Public Records Act commits a misdemeanor of the first degree, which is punishable by up to a year in jail and a fine not to exceed \$1,000.
- 28.6 Therefore, the CONTRACTOR is required to:
- 1) Keep and maintain public records that ordinarily and necessarily would be required by the AUTHORITY in order to perform the service;
 - 2) Upon AUTHORITY's request from the AUTHORITY's Records Manager; provide the AUTHORITY with a copy of the requested records to allow the records to be inspected or copied within a reasonable time on the same terms and conditions that the AUTHORITY would provide the records at a cost that does not exceed the cost provided by Florida law;
 - 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if the CONTRACTOR does not transfer the records to the AUTHORITY; and

- 4) Upon completion of the Agreement, transfer at no cost to the AUTHORITY, all public records in possession of the CONTRACTOR or keep and maintain public records to the AUTHORITY upon completion or termination of the Agreement; the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the AUTHORITY, upon request from the AUTHORITY's Records Manager, either during performance of the Agreement or after termination or completion of the Agreement in a format that is compatible with the information technology systems of the AUTHORITY.

28.7 Failure of the CONTRACTOR to comply with these requirements shall be a material breach of this Contract.

ARTICLE 29 - INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General (OIG), Ordinance No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The AUTHORITY has entered into an Interlocal Agreement (ILA) for Inspector General Services. This agreement provides for the Inspector General to provide services to the AUTHORITY in accordance with the authority, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the Inspector General including providing access to records relating to this agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 30 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

AS TO AUTHORITY

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attention: Executive Director
Office No.: 561-640-4000 Ext. 4522 Fax No.: 561-640-3400

AS TO CONTRACTOR

Coastal Waste and Recycling of Palm Beach County, LLC.
5769 Wallis Road
West Palm Beach, Florida 33413
Attention: Chad Abell, Vice President of Operations
Office No.: 954-947-4000 E-Mail: cabell@coastalwasteinc.com

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and AUTHORITY.

ARTICLE 31 - CONTRACT ADMINISTRATION

Services of CONTRACTOR shall be under the general direction of **Director of Landfill Operations** or designee, who shall act as the AUTHORITY'S representative during the term of the Agreement.

ARTICLE 32 - KEY PERSONNEL

CONTRACTOR shall notify AUTHORITY in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. AUTHORITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Chad Abell, VP of Operations
Cell No.: X954-778-0115 E-Mail: cabell@coastalwasteinc.com

Sidney "Bo" Milton – Division Manager – Coastal One
1297 S.E. Suzanne Drive
Hobe Sound, Florida 33455
Cell No.: 772-528-6207 E-Mail: bmilton@coastalwasteinc.com

Erick Montanez – Division Manager – Coastal Two
6759 Wallis Road
West Palm Beach, Florida 33413
Cell No.: 561-699-9948 E-Mail: emontanez@coastalwasteinc.com

Juan Garcia – Division Manager – Coastal Four
1840 N.W. 33rd Street
Pompano Beach, Florida 33064
Cell No.:954-275-3501 E-Mail: jgarcia@coastalwasteinc.com

ARTICLE 33 - EQUAL BUSINESS OPPORTUNITY PROGRAM

33.1 SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE) PARTICIPATION:

The Governing Board of the Authority has implemented the Economic Inclusion Policy administered by the Equal Business Opportunity (EBO) Program Office to ensure that all segments of its business population, including, but not limited to small, local, minority, and women-owned businesses, have an equitable opportunity to participate in the Authority's procurement process as described in Section 6 of the Purchasing Manual, as incorporated herein.

A. Affirmative Procurement Initiative (API):

The AUTHORITY has applied the following contract-specific Affirmative Procurement Initiative to this contract. CONTRACTOR hereby acknowledges and agrees the selected API requirement shall also be extended to any change order or subsequent contract modification, and absent EBO's granting of a

waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement.

S/M/WBE PARTICIPATION:

The AUTHORITY established a Commodities, Other Services & Trades Services API for 20% participation goal by S/M/WBE participation in this Agreement in accordance with the RFP solicitation.

B. Subcontractor/Supplier Utilization Plan:

The Subcontractor/Supplier Utilization Plan submitted by the CONTRACTOR to AUTHORITY with its proposal for this contract contains the names of the certified S/M/WBE Subcontractors to be used by CONTRACTOR on this contract, the respective percentages and dollar value of the total prime contract dollar value to be awarded and performed by each S/M/WBE Subcontractor, and documentation including a description of each S/M/WBE Subcontractor's scope of work and confirmation of each S/M/WBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the EBO Office, the failure of CONTRACTOR to attain this subcontracting goal for S/M/WBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the AUTHORITY, and may result in debarment from performing future AUTHORITY contracts, withholding of payment for retainage up to the dollar amount of the underutilization below the agreed upon S/M/WBE subcontracting goal, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the EBO Program Policy, or under any other law.

C. Calculating S/M/WBE Participation:

The percentage of participation shall be calculated by dividing the actual payments made to local certified S/M/WBE firms providing goods and/or services necessary to support the required services under the agreement by actual payments made to the Prime CONTRACTOR.

The goal is to encourage doing business with certified local S/M/WBE firms with certifications from any certifying organization in the State of Florida approved by the AUTHORITY. For the purpose of this requirement, an eligible local S/M/WBE firm included in the CONTRACTOR's plan submitted in response to the solicitation giving rise to this Agreement must have had a valid certification prior to the due date for responses to RFP No. 19-201/DL. Certified local S/M/WBE firms added after contract award must have a valid certification prior to the date upon which they are added. Furthermore, such firms shall be domiciled in Palm Beach County as defined in the AUTHORITY's Purchasing Manual, Section 6, incorporated herein, as of the aforementioned dates required for certification.

D. Demonstration of Good Faith Effort:

For the purposes of this agreement, "Good Faith Effort" as defined in the AUTHORITY's Purchasing Manual, as incorporated herein. The Subcontractor/Supplier Utilization Plan is a binding part of this contract agreement which states the CONTRACTOR's commitment for the use of Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Subcontractor/Supplier, as approved by the EBO Office by submitting such additions, deletions or modifications of the Subcontractor/Supplier names, scopes of work, or dollar values of work to be performed and approved by the Coordinator of the EBO Office or designee, shall constitute a duly authorized modification of this Agreement and considered an amendment hereto by consent of the parties satisfying the requirements of ARTICLE 22 herein, without necessity of further action of any type by the

parties. Among other things, in demonstration of a Good Faith Effort in relation to this Agreement, CONTRACTOR shall follow all requirements of the EBO Program, including:

1. If, awarded CONTRACTOR is unable to meet the participation requirements for S/M/WBEs specified in its Subcontractor/Supplier Utilization Plan, the CONTRACTOR shall seek substitute or additional S/M/WBEs to fulfill the requirements; the requested substitution must be approved by the Coordinator of the EBO Office or designee and the Originating Department Director or designee.
2. If, after reasonable Good Faith Efforts, the CONTRACTOR is unable to find an acceptable substitute or additional S/M/WBE, a post-award waiver shall be requested. The request shall document the reasons for the CONTRACTOR's inability to meet the goal requirement. In the event the CONTRACTOR is found not to have performed Good Faith Efforts in its attempt to find a suitable substitute or additional for the initial S/M/WBE proposed utilization, the contract may, in the AUTHORITY's sole discretion, be terminated for material breach and or other penalties and sanctions within the law.
3. If requesting a post-award vendor subcontracting waiver, the CONTRACTOR shall request waiver of a specified subcontracting goal by submitting a Post-Award Vendor Subcontracting Waiver Request Form (See EXHIBIT "G"). Documentation and supporting evidence of all good faith efforts made to comply with the subcontracting goal must also be submitted.

E. Equal Business Opportunity (EBO) Program Compliance – General Provisions

1. CONTRACTOR acknowledges that the AUTHORITY's EBO Program is in furtherance of the AUTHORITY's efforts at economic inclusion, and that CONTRACTOR's commitments, including but not limited to the Subcontractor/Supplier Utilization Plan, are part of CONTRACTOR's scope of work as referenced in the AUTHORITY's solicitation that formed the basis for contract award and subsequent execution of this Agreement. CONTRACTOR's compliance with the EBO Program and exercise of a Good Faith Effort to achieve the S/M/WBE Participation Goals are considered by the parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with the EBO Program terms as a condition for being awarded this contract by the AUTHORITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the EBO Program:
 - a) CONTRACTOR shall cooperate fully with the EBO Office and other AUTHORITY departments in their data collection and monitoring efforts regarding CONTRACT's utilization and payment of and all of its subcontractors and suppliers, including both S/M/WBE and non-S/M/WBE firms for their performance of Commercially Useful Functions on this contract, including, but not limited to, the timely submission of completed forms to the EBO Office as specified in the Economic Inclusion Policy and Procedures, the timely submittal of Monthly Subcontractor/Supplier Utilization Reports (EXHIBIT "E"), and when established the entry of data into the Centralized Bidder Registration System (CBR), and ensuring the timely compliance of its subcontractors and suppliers with this requirement;
 - b) CONTRACTOR shall cooperate fully with any AUTHORITY or EBO investigation (and shall also respond truthfully and promptly to any AUTHORITY or EBO inquiry) regarding possible non-compliance with EBO Program requirements on the part of CONTRACTOR or its Subcontractors or suppliers;
 - c) CONTRACTOR shall permit the EBO, upon reasonable notice, to undertake inspections as necessary, including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;

- d) CONTRACTOR shall immediately notify the AUTHORITY through the EBO Office or the Originating Department for this contract of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan, including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers by submitting a Post Award Vendor Subcontracting Waiver Request (EXHIBIT "G") and Change To Utilization Plan form (EXHIBIT "F"), and shall be subject to advanced written approval by the Originating Department and the EBO Office;
- e) CONTRACTOR shall immediately notify the Originating Department and EBO Office of any transfer or assignment of its contract with the AUTHORITY, as well as any transfer or change in its ownership or business structure;
- f) CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of five (5) years following the conclusion of this contract;
- g) In instances wherein the EBO Office determines that a Commercially Useful Function is not actually being performed by the S/M/WBE firms listed in a CONTRACTOR's Subcontractor/Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor(s) or joint venture partner(s) towards attainment of S/M/WBE firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms may be subject to sanctions and penalties in accordance with the EBO Program Policy and Procedures;
- h) CONTRACTOR acknowledges that the AUTHORITY will not execute an agreement for this project until the CONTRACTOR and each of its Subcontractors for this project have registered and/or maintained active status in the AUTHORITY's Vendor Registration System and when established its CBR, and CONTRACTOR has represented to AUTHORITY which primary commodity codes each registered Subcontractor will be performing under for this contract;
- i) CONTRACTOR acknowledges that the AUTHORITY will not execute an agreement for this project until the CONTRACTOR provides an executed agreement with each of its S/M/WBE Sub-contractors or suppliers with a contract term having the same as with this Agreement at a minimum.

F. Affirmative Procurement Initiatives - Compliance

1. Commercial Nondiscrimination Policy Compliance:

As a condition of entering into this agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this bidding and contract award process, and will continue to comply with the AUTHORITY's Commercial Nondiscrimination Policy, as described under Section 6 of the Purchasing Manual, as incorporated herein. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for subcontractors, vendors and

suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the AUTHORITY's relevant marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in AUTHORITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the AUTHORITY pursuant to the bid solicitation for this contract is hereby attached and incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its subcontractor and supplier agreements entered into pursuant to AUTHORITY contracts.

2. Prompt Payment:

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to the AUTHORITY accurate payment information with each invoice regarding each of its subcontractors to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its subcontractors in compliance with timeframes set forth or within ten (10) days of receipt of payment from the AUTHORITY, whichever is sooner.

3. Violations:

In addition to the above, CONTRACTOR acknowledges and agrees that it is a violation of the Economic Inclusion Policy and Procedures and a material breach of this Agreement to:

- a) Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE for purposes of benefitting from the EBO Program;
- b) Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the EBO Program;
- c) Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE firm;
- d) Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the EBO Program; and
- e) Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the EBO Program.

4. Penalties, Sanctions and Debarment:

Any person who violated the provisions of this section shall be subject to the sanctions and penalty provisions of Section 6.1 – 6.4 of the AUTHORITY's Purchasing Manual, as incorporated herein by reference that include, but are not limited to:

- a) Suspension of contract;

- b) Withholding of funds;
- c) Rescission of contract based upon a material breach of contract pertaining to EBO Program compliance;
- d) Refusal to accept a response or proposal; and
- e) Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the AUTHORITY for a period not to exceed three (3) years (subject to change upon AUTHORITY Board approval).

ARTICLE 34 - SCRUTINIZED COMPANIES

- 34.1 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

- 34.2 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

ARTICLE 35 - AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES

- 35.1 The CONTRACTOR agrees that this Agreement constitutes an offer to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement; should the CONTRACTOR deem it in the best interest of their business to do so.
- 35.2 The Agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from re-solicitation.

ARTICLE 36 – THIRD PARTY BENEFICIARY DISCLAIMER

It is not the intention of these documents to create third party beneficiary status in any person or entity that is not a direct party to this Agreement, and no language in this Agreement should be construed or interpreted as creating a third party beneficiary.

In Witness Whereof, the Solid Waste Authority of Palm Beach County, and Coastal Waste and Recycling of Palm Beach County, LLC has executed this Agreement all as of the day and year first above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

WITNESS:

- 1. [Signature]
- 2. [Signature]

By: [Signature]
Daniel Pellowitz
Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:

By: [Signature]
Howard J. Falcon, III
General Counsel

APPROVED AS TO TERMS AND CONDITIONS:

By: [Signature]
Name: MARK EYEINGTON
Title: Chief of Operations

ATTEST:

Corporate Secretary

WITNESS:

- 1. [Signature]
- 2. [Signature]

COASTAL WASTE AND RECYCLING OF PALM BEACH COUNTY, LLC:

By: [Signature]
Name: Brendon Pantano
Title: CEO

(Affix Corporate Seal)



SCOPE OF WORK

1.0 INTRODUCTION:

- A. The CONTRACTOR shall provide the services off-site Receiving, Handling, Processing and Beneficial use of **Biomass Waste** for the Solid Waste Authority of Palm Beach County (AUTHORITY).
- B. The AUTHORITY is the agency responsible for providing an integrated solid waste management system for Palm Beach County, Florida. Palm Beach County is located in southeastern Florida and has a population of over 1.4 million residents. In 2015, the AUTHORITY expanded its renewable energy capacity within Palm Beach County by building an additional 3,000 tons per day Mass Burn Waste-to-Energy Incinerator. By design, 25% by weight of the material delivered and processed at the Mass Burn facility may be Biomass, equating to approximately 250,000 tons per year. The AUTHORITY can also beneficially use about 50,000 tons of incoming Biomass per year for internal needs on the AUTHORITY's landfill.
- C. The AUTHORITY anticipates the quantity of biomass to exceed 375,000 tons delivered to the AUTHORITY facilities in FY19. As stated above, the AUTHORITY can process and utilize up to 300,000 tons per year. This contract agreement is established for off-site receiving, handling, processing and beneficial use of Biomass Waste that is in excess of the AUTHORITY's internal needs and capabilities, estimated at 75,000 tons in FY19. The need for off-site Biomass processing is expected to grow as Palm Beach County continues to develop.
- D. Prior to 2015, Biomass in excess of AUTHORITY's internal needs was contractually delivered by the AUTHORITY to private sites located in Palm Beach County. This Biomass was beneficially utilized for renewable energy production and land application for the purpose of soil amendment.

1.1 DEFINITION AND STANDARDS:

- A. Biomass Waste: shall mean vegetation and woody material resulting from landscaping maintenance, tree and shrub trimming, and clean wood from land clearing operations, construction, and demolition. It shall not include trash, garbage, sludge (FAC), bio-hazardous waste (FAC 17-712), or biological waste (FAC 17-712).

Biomass Waste shall be substantially free of plastic, rubber and synthetic material. CONTRACTOR shall be aware that plastic bags containing vegetation (lawn maintenance, grass clippings) will be in the loads and will be classified as acceptable.

Biomass Waste shall be substantially free of chemically treated wood (e.g. chromium, copper, arsenic solutions, creosote, pentachlorophenol or visible paint).

- B. Yard Trash: shall mean vegetation typically resulting from landscaping maintenance operations and typically includes material such as tree and shrub trimming, glass clippings, palm fronds, tree and tree stumps and root balls. The criteria for being defined as yard trash is that individual items should weigh no more than 50lbs or be greater than 6' in length.

1.2 WORK OBJECTIVE:

The gate fee provided by the CONTRACTOR includes off-site receiving, handling, processing and beneficial use of Biomass Waste delivered to the CONTRACTOR's facility by the AUTHORITY. The AUTHORITY typically receives Biomass Waste at six (6) locations throughout Palm Beach County. These locations are listed on Exhibit D herein. Historical incoming vegetation quantities delivered to the AUTHORITY's facilities listed in Exhibit D between 2012 and 2018 are included in Exhibit E herein. The incoming tonnage may be greater than 2,000 tons per day, depending on the season and operating status of the AUTHORITY'S Waste-to-Energy Incinerator (i.e. outage conditions).

1.3 SCOPE OF WORK:

- A. CONTRACTOR shall be aware that all Biomass Waste determined to be in excess of the AUTHORITY's internal processing capabilities and needs will be delivered in the AUTHORITY's owned and operated 100 cubic yards, 18-wheeled tractor trailers with walking floors to CONTRACTOR's facility.
- B. The CONTRACTOR is hereby informed that the AUTHORITY does not guarantee the quantity and quality of the incoming Biomass Waste. The AUTHORITY's vegetative collection program currently allows homeowners to place plastic bags in their vegetation pile so long as the bags contain vegetation. The AUTHORITY does not remove these bags and the CONTRACTOR shall be fully aware of the size and quality of material when establishing gate fees (tipping fee charged to AUTHORITY). The AUTHORITY will make best efforts to direct clean Biomass Waste under this contract.
- C. The CONTRACTOR shall be responsible for the acceptance of all conforming Biomass Waste. The CONTRACTOR may reject any non-conforming Biomass Waste delivered strictly by the AUTHORITY. If non-conforming waste is delivered by the AUTHORITY, the PROPOSER may place all non-conforming waste in the AUTHORITY's tractor trailers and such materials shall be disposed by the AUTHORITY at no cost to the PROPOSER.
- D. The CONTRACTOR shall be aware that the bulk of material delivered by the AUTHORITY will come from routine lawn and yard waste maintenance operations and shall be defined as yard trash. However, CONTRACTOR shall be prepared to accept minimal quantities of land clearing or wood waste from construction debris operations mixed in with the vegetation loads. Best efforts will be made by the AUTHORITY to deliver clean loads of vegetation.
- E. In performance of the services, the CONTRACTOR shall comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

1.4 REPORTING:

- A. The CONTRACTOR shall submit a monthly report to the AUTHORITY's Representative. Each monthly report shall contain, at a minimum, the following information:
1. Contractor's Name
 2. Contract Number
 3. Daily and cumulative weight of incoming biomass waste delivered to each facility.
 4. Daily and cumulative weight and/or volume (when weight unavailable) of outgoing, sized reduced material.
 5. Location(s) where outbound, sized reduced materials are being disposed, recycled, and/or beneficially reused, including:
 - a. Site Owner's information;
 - b. Site address;
 - c. Site GPS Location;
 - d. Daily and cumulative weight and/or volume delivered to each site, including number of loads.
- B. If the CONTRACTOR does not have certified truck scales, the AUTHORITY will provide daily weight information of the incoming Biomass Waste delivered from each of the AUTHORITY's facilities to the CONTRACTOR'S facility. The AUTHORITY's scales shall therefore become the basis for payment.
- C. Failure to provide audit quality information will subject CONTRACTOR to non-payment in each instance at the sole discretion of the AUTHORITY. If, in the opinion of the AUTHORITY, the CONTRACTOR continually fails to provide thorough and timely audit quality monthly reports, the AUTHORITY's representative will notify the CONTRACTOR to discontinue all work under this Contract. The CONTRACTOR shall immediately respect said notice and stop the work; and cease any rights in the possession of the ground and shall forfeit this Contract.

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FEE SCHEDULE

**PROPOSAL FORM 2 -
PROPOSED PRICING / FEE SCHEDULE**

LINE No.	DESCRIPTION	QTY	GATE FEE/TON
1.0	INITIAL PRICE (GATE FEE) PER TON FOR THE RECEIPT, HANDLING, PROCESSING, AND DISPOSITION OF ALL BIOMASS WASTE DELIVERED TO PROPOSER'S FACILITY BY THE AUTHORITY EFFECTIVE UPON THE EFFECTIVE DATE OF THE AGREEMENT NAME OF SITE: <u>Coastal One</u>	1	\$ 29.50 /TON

LINE No.	DESCRIPTION	QTY	GATE FEE/TON
2.0	INITIAL PRICE (GATE FEE) PER TON FOR THE RECEIPT, HANDLING, PROCESSING, AND DISPOSITION OF ALL BIOMASS WASTE DELIVERED TO PROPOSER'S FACILITY BY THE AUTHORITY EFFECTIVE UPON THE EFFECTIVE DATE OF THE AGREEMENT NAME OF SITE: _____	1	\$ _____/TON

LINE No.	DESCRIPTION	QTY	GATE FEE/TON
3.0	INITIAL PRICE (GATE FEE) PER TON FOR THE RECEIPT, HANDLING, PROCESSING, AND DISPOSITION OF ALL BIOMASS WASTE DELIVERED TO PROPOSER'S FACILITY BY THE AUTHORITY EFFECTIVE UPON THE EFFECTIVE DATE OF THE AGREEMENT NAME OF SITE: _____	1	\$ _____/TON

LINE No.	DESCRIPTION	QTY	GATE FEE/TON
4.0	INITIAL PRICE (GATE FEE) PER TON FOR THE RECEIPT, HANDLING, PROCESSING, AND DISPOSITION OF ALL BIOMASS WASTE DELIVERED TO PROPOSER'S FACILITY BY THE AUTHORITY EFFECTIVE UPON THE EFFECTIVE DATE OF THE AGREEMENT NAME OF SITE: _____	1	\$ _____/TON

RFP No. 19-201/DL

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NOVEMBER 2018

**PROPOSAL FORM 2 -
PROPOSED PRICING / FEE SCHEDULE**

LINE No.	DESCRIPTION	QTY	GATE FEE/TON
1.0	INITIAL PRICE (GATE FEE) PER TON FOR THE RECEIPT, HANDLING, PROCESSING, AND DISPOSITION OF ALL BIOMASS WASTE DELIVERED TO PROPOSER'S FACILITY BY THE AUTHORITY EFFECTIVE UPON THE EFFECTIVE DATE OF THE AGREEMENT NAME OF SITE: Coastal Two	1	\$ 29.50 /TON

LINE No.	DESCRIPTION	QTY	GATE FEE/TON
2.0	INITIAL PRICE (GATE FEE) PER TON FOR THE RECEIPT, HANDLING, PROCESSING, AND DISPOSITION OF ALL BIOMASS WASTE DELIVERED TO PROPOSER'S FACILITY BY THE AUTHORITY EFFECTIVE UPON THE EFFECTIVE DATE OF THE AGREEMENT NAME OF SITE: _____	1	\$ _____ /TON

LINE No.	DESCRIPTION	QTY	GATE FEE/TON
3.0	INITIAL PRICE (GATE FEE) PER TON FOR THE RECEIPT, HANDLING, PROCESSING, AND DISPOSITION OF ALL BIOMASS WASTE DELIVERED TO PROPOSER'S FACILITY BY THE AUTHORITY EFFECTIVE UPON THE EFFECTIVE DATE OF THE AGREEMENT NAME OF SITE: _____	1	\$ _____ /TON

LINE No.	DESCRIPTION	QTY	GATE FEE/TON
4.0	INITIAL PRICE (GATE FEE) PER TON FOR THE RECEIPT, HANDLING, PROCESSING, AND DISPOSITION OF ALL BIOMASS WASTE DELIVERED TO PROPOSER'S FACILITY BY THE AUTHORITY EFFECTIVE UPON THE EFFECTIVE DATE OF THE AGREEMENT NAME OF SITE: _____	1	\$ _____ /TON

**PROPOSAL FORM 2 -
PROPOSED PRICING / FEE SCHEDULE**

LINE No.	DESCRIPTION	QTY	GATE FEE/TON
1.0	INITIAL PRICE (GATE FEE) PER TON FOR THE RECEIPT, HANDLING, PROCESSING, AND DISPOSITION OF ALL BIOMASS WASTE DELIVERED TO PROPOSER'S FACILITY BY THE AUTHORITY EFFECTIVE UPON THE EFFECTIVE DATE OF THE AGREEMENT NAME OF SITE: <u>Coastal Four</u>	1	\$ <u>29.50</u> /TON

LINE No.	DESCRIPTION	QTY	GATE FEE/TON
2.0	INITIAL PRICE (GATE FEE) PER TON FOR THE RECEIPT, HANDLING, PROCESSING, AND DISPOSITION OF ALL BIOMASS WASTE DELIVERED TO PROPOSER'S FACILITY BY THE AUTHORITY EFFECTIVE UPON THE EFFECTIVE DATE OF THE AGREEMENT NAME OF SITE: _____	1	\$ _____ /TON

LINE No.	DESCRIPTION	QTY	GATE FEE/TON
3.0	INITIAL PRICE (GATE FEE) PER TON FOR THE RECEIPT, HANDLING, PROCESSING, AND DISPOSITION OF ALL BIOMASS WASTE DELIVERED TO PROPOSER'S FACILITY BY THE AUTHORITY EFFECTIVE UPON THE EFFECTIVE DATE OF THE AGREEMENT NAME OF SITE: _____	1	\$ _____ /TON

LINE No.	DESCRIPTION	QTY	GATE FEE/TON
4.0	INITIAL PRICE (GATE FEE) PER TON FOR THE RECEIPT, HANDLING, PROCESSING, AND DISPOSITION OF ALL BIOMASS WASTE DELIVERED TO PROPOSER'S FACILITY BY THE AUTHORITY EFFECTIVE UPON THE EFFECTIVE DATE OF THE AGREEMENT NAME OF SITE: _____	1	\$ _____ /TON

RFP No. 19-201/DL

NOVEMBER 2018

S/M/WBE PARTICIPATION

REVPROPOSAL FORM 5

**Equal Business Opportunity Office
Small/Minority/Women Business Enterprise Subcontractor/Supplier Participation
Schedule**

DATE 1/24/19

SOLICITATION INFORMATION						
Contract #:	19-XXX					
Project Name:	Biomass Waste Processed			Project Start Date:	Award Start Date	
Project Location:	6759 Wallis Road, West Palm Beach, FL 33413					
Bidder/Proposer:	Coastal Waste & Recycling of Palm Beach County, LLC.					
Address:	6759 Wallis Road, West Palm Beach, FL 33413					
Contact Person:	Chad Abell	Email Address:	cabell@coastalwasteinc.com	Phone #:	(954) 778-0115	
ORGANIZATION STATUS						
Business Association	Business Name	Type of Work to be Performed	NIGP Code	Certification Type	% of Work	\$ Amount
Prime Bidder/Proposer	Coastal Waste & Recycling of Palm Beach County, LLC.	Processing Biomass Material	81-0407	Resource Recovery	73 %	\$ 2.2 MM
S/M/WBE Subcontractor	Fleet Line Express, Inc.	Transportation of Mulch	56-0034	Hauling Service	13.5 %	\$ 300,000
S/M/WBE Subcontractor	Jet Hauling, Inc.	Transportation of Mulch	56-0034	Hauling Service	13.5 %	\$ 300,000
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
SUB-TOTAL PARTICIPATION %:					%	
SUB-TOTAL CONTRACT AMOUNT:					\$	

BIDDER/PROPOSER SIGNATURE		
<p>The listing of S/M/WBE(s) shall constitute a representation by the bidder/proposer to the Authority that the bidder/proposer believes such S/M/WBE(s) to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified. I certify that all information contained in this form is true and accurate to the best of my knowledge and will be relied upon when evaluating this solicitation.</p>		
 Bidder/Proposer Signature	Brendon Pantano, CEO Name & Title (Print)	<u>1/24/19</u> Date

Use to list additional subcontractors

ORGANIZATION STATUS						
Business Association	Business Name	Type of Work to be Performed	NIGP Code	Certification Type	% of Work	\$ Amount
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
TOTAL PARTICIPATION %:					100%	
TOTAL CONTRACT AMOUNT:					\$	

PROPOSAL FORM 6

Equal Business Opportunity Office
Statement Of Intent To Perform As An S/M/WBE Subcontractor/Supplier

SOLICITATION #: RFP-2019-201/DL

CONTRACT #: Agreement No. 19-XXXX

A signed Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor form must be completed by the Bidder and owner or authorized principal of each S/M/WBE firm listed in the S/M/WBE Subcontractor Participation Schedule.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor in accordance with the Solid Waste Authority of Palm Beach County's Equal Business Opportunity Program Policy: Yes No

Fleet Line Express, Inc. (Name of S/M/WBE Subcontractor/Supplier) agrees to perform work on the above contract as a (check one):

Individual Partnership Corporation Other

The S/M/WBE subcontractor will enter into a formal agreement with Coastal Waste & Recycling of Palm Beach County, LLC (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with the Authority.

DESCRIPTION OF WORK TO BE PERFORMED & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Agreed Upon Price	% of Work
1	Transportation of Processed Biomass Materials	\$ <u>8 per ton</u>	<u>12.5</u> %
2		\$	%
3		\$	%
4		\$	%
TOTAL VALUE OF WORK		\$	%

S/M/WBE SUBCONTRACTOR/SUPPLIER SIGNATURE

I certify that all information contained in this form is true and accurate to the best of my knowledge and will be relied upon when evaluating this solicitation.

[Signature]
S/M/WBE Subcontractor (Signature)

Resident.
Title

JUIS GUZMAN
Name of S/M/WBE Subcontractor (Print)

1-11-19
Date

[Signature]
Prime Contractor (Signature)

CEO
Title

Brendon Pantano, CEO

Prime Contractor (Print)

1/29/19
Date

State of Florida

Woman Business Certification

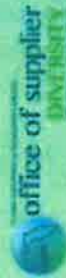
Fleet Line Express, Inc

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

11/20/2018 to 11/20/2020



Erin Rock, Secretary
Florida Department of Management Services



Office of Supplier Diversity • 4050 Esplanade Way, Suite 300 • Tallahassee, FL 32399 • 850-487-0915 • www.dms.myflorida.com/esd



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
 Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

700 EAST CANAL STREET SOUTH
 BELLE GLADE, FL 33430

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0034 HAULING SERVICE	FLEET LINE EXPRESS INC		U18.680713 - 08/17/18	\$33.00	B40190002

This document is valid only when received by the Tax Collector's Office.

FLEET LINE EXPRESS INC
 FLEET LINE EXPRESS INC
 PO BOX 129
 BELLE GLADE, FL 33430

**STATE OF FLORIDA
 PALM BEACH COUNTY
 2018/2019 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2018111068
 EXPIRES: SEPTEMBER 30, 2019**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

2018 FLORIDA PROFIT CORPORATION AMENDED ANNUAL REPORT

DOCUMENT# P02000099248

Entity Name: FLEET LINE EXPRESS, INC.

FILED
Aug 07, 2018
Secretary of State
CC5254652031

Current Principal Place of Business:

700 EAST CANAL STREET SOUTH
BELLE GLADE, FL 33430

Current Mailing Address:

P.O. BOX 129
BELLE GLADE, FL 33430 US

FEI Number: 56-2291789

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

GUZMAN, IVIS
700 EAST CANAL STREET SOUTH
BELLE GLADE, FL 33430 US

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

SIGNATURE: IVIS GUZMAN

08/07/2018

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name GUZMAN, IVIS
Address 700 EAST CANAL ST. SOUTH
City-State-Zip: BELLE GLADE FL 33430

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

SIGNATURE: IVIS GUZMAN

PRESIDENT

08/07/2018

Electronic Signature of Signing Officer/Director Detail

Date

PROPOSAL FORM 6

Equal Business Opportunity Office
Statement Of Intent To Perform As An S/M/WBE Subcontractor/Supplier

SOLICITATION #: AFP 19-201/DL

CONTRACT #: Agreement NO 19-XXX

A signed Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor form must be completed by the Bidder and owner or authorized principal of each S/M/WBE firm listed in the S/M/WBE Subcontractor Participation Schedule.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor in accordance with the Solid Waste Authority of Palm Beach County's Equal Business Opportunity Program Policy: Yes No

Jet Hauling, Inc. (Name of S/M/WBE Subcontractor/Supplier) agrees to perform work on the above contract as a (check one):

Individual Partnership Corporation Other

The S/M/WBE subcontractor will enter into a formal agreement with _____ (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with the Authority.

DESCRIPTION OF WORK TO BE PERFORMED & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Agreed Upon Price	% of Work
1	Hauling of Processed Vegetation to final destination for Beneficial Reuse	\$ 8 per Ton	17.5 %
2		\$	%
3		\$	%
4		\$	%
TOTAL VALUE OF WORK		\$	%

S/M/WBE SUBCONTRACTOR/SUPPLIER SIGNATURE

I certify that all information contained in this form is true and accurate to the best of my knowledge and will be relied upon when evaluating this solicitation.

[Signature]

S/M/WBE Subcontractor (Signature)

President

Title

John Pata

Name of S/M/WBE Subcontractor (Print)

1-8-19

Date

[Signature]

Prime Contractor (Signature)

CEO

Title

Brendon Pantano

Prime Contractor (Print)

1/24/19

Date

**Palm Beach County
Office of Small Business Assistance**

Certifies That
Jet Hauling, Inc.
VENDOR # VC0000143067

is a *Small Business Enterprise as prescribed by Section 2-80.21 – 2-80.35 of the Palm Beach County Code for a three year period from October 17, 2016 to October 16, 2019*

The following Services and/or Products are covered under this certification:

Garbage/Trash Removal



Allen Gray
Allen Gray, Manager
October 17, 2016

Palm Beach County Board of County Commissioners

- Mindy Lou Berger, Mayor
- Hal R. Valicich, Vice Mayor
- Paulette Burdick
- Shelley Vana
- Steven L. Abrams
- Melissa Mc Kinlay
- Priscilla A. Taylor

County Administrator
Veronica C. Baker



ANNE M. GANNON P.O. Box 3353, West Palm Beach, FL 33402-3353
CONSTITUTIONAL TAX COLLECTOR www.pbcdax.com Tel: (561) 355-2264
Serving Palm Beach County
Serving you.

"LOCATED AT"
 3700 B RD
 LOXAHATCHEE GROVES, FL
 33470

TYPE OF BUSINESS 56-0034 HAULING-SERVICE	OWNER JET HAULING INC	CERTIFICATION #	RECEIPT #/DATE PAID B18 518345 - 08/28/18	AMT PAID \$66.00	BILL # 640153966
---	--------------------------	-----------------	--	---------------------	---------------------

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2018/2019 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 201358251
EXPIRES: SEPTEMBER 30, 2019

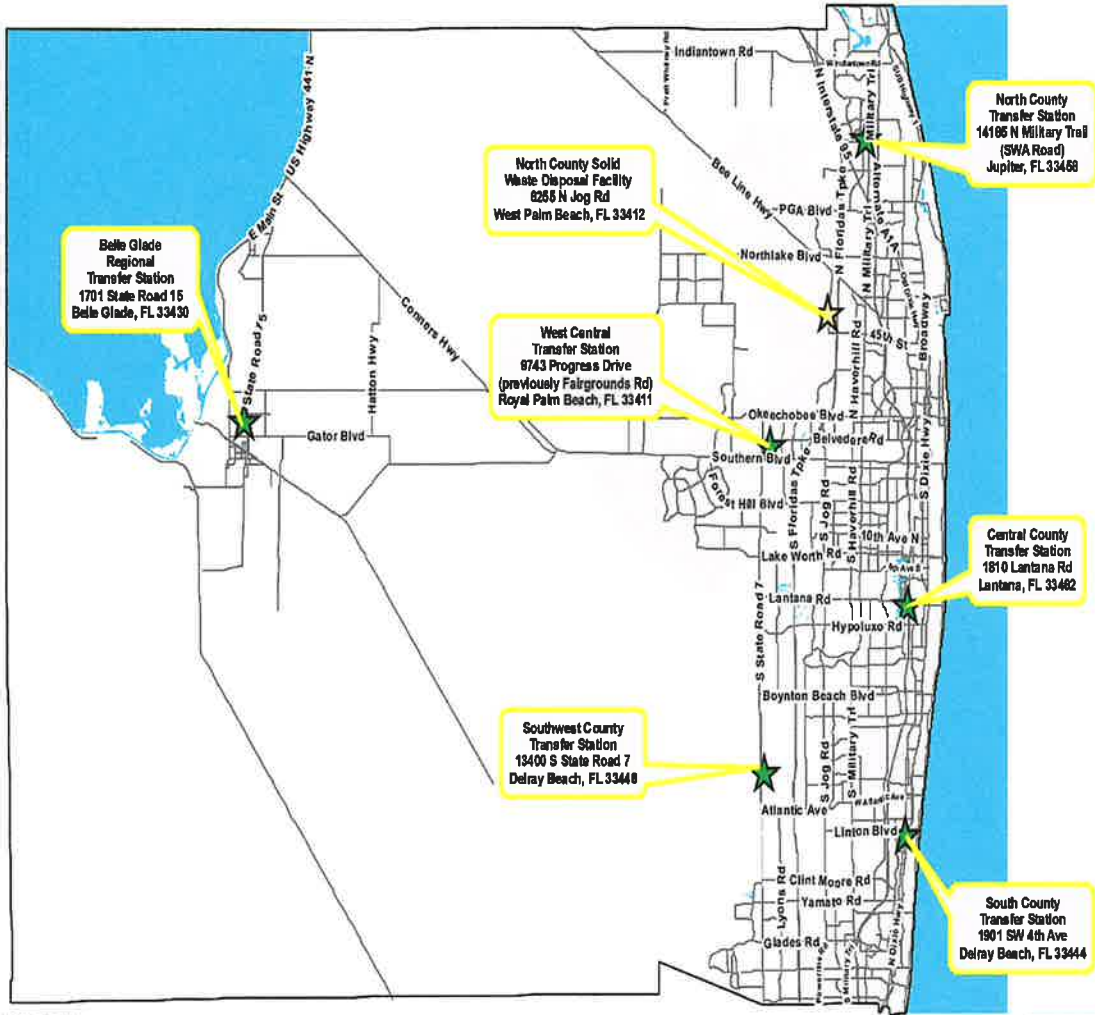
B2 - 442

JET HAULING INC
 JET HAULING INC
 3700 B RD
 LOXAHATCHEE, FL 33470

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

EXHIBIT "D" AUTHORITY'S FACILITIES AND LOCATIONS

RFP No. 12-204/M/RK



North County Transfer Station
14186 N Military Trail
(SWA Road)
Jupiter, FL 33468

Belle Glade Regional Transfer Station
1701 State Road 15
Belle Glade, FL 33430

North County Solid Waste Disposal Facility
8265 N Jog Rd
West Palm Beach, FL 33412

West Central Transfer Station
8743 Progress Drive
(previously Fairgrounds Rd)
Royal Palm Beach, FL 33411

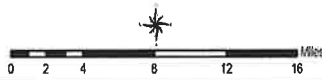
Central County Transfer Station
1810 Lantana Rd
Lantana, FL 33462

Southwest County Transfer Station
13400 S State Road 7
Delray Beach, FL 33448

South County Transfer Station
1901 SW 4th Ave
Delray Beach, FL 33444

Solid Waste Authority of Palm Beach County

THIS MAP WAS PREPARED BY THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY FOR THE PURPOSES OF THE RFP. THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY DOES NOT WARRANT THE ACCURACY OF THE INFORMATION SHOWN ON THIS MAP. THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY APPEAR ON THIS MAP. THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, THAT MAY BE SUFFERED BY ANY PARTY AS A RESULT OF THE USE OF THIS MAP.



Attachment D

8/2011

EXHIBIT "E"
Monthly Subcontractor/Supplier Utilization Report

SECTION I - GENERAL INFORMATION

1. Project Name:		2. Contract Number and Work Order Number (if applicable):	
3. Report #:		6. S/M/WBE Contract Goal:	7. Contract Completion Date:
4&5. Reporting Period:			
_____ to _____			
8. Prime Contractor Name:			
9. Prime Contractor Street Address:			
10. Prime Contractor Phone #:	11. Prime Contractor Email Address:	13. PM Phone #:	14. PM Email Address:

SECTION II - UTILIZATION INFORMATION

Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period. For assistance in completing this form, please call the Equal Business Opportunity Program Office at (561) 640-4000.

ROLE	15. FEDERAL IDENTIFICATION NUMBER	16. BUSINESS NAME	17. S/M/WBE CERTIFIED (Y/N)	18. DESCRIPTION OF WORK	19. TOTAL PROJECT AMOUNT	20. AMOUNT PAID DURING REPORTING PERIOD	21. INVOICE #	22. TOTAL PAID TO DATE
PRIME CONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$

EXHIBIT "E"
Monthly Subcontractor/Supplier Utilization Report

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Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period. For assistance in completing this form, please call the Equal Business Opportunity Program Office at (561) 640-4000.

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PRIME CONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
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SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
Total Paid to Date for All Subcontractors					\$	\$		\$

SECTION III - AFFIDAVIT

I hereby affirm that the information on this form is true and complete to the best of my knowledge.

Prime Contractor Authorized Personnel (Signature) _____ Prime Contractor Authorized Personnel (Print) _____ Title _____ Date _____

EXHIBIT "E" Monthly Subcontractor/Supplier Utilization Report

SECTION I : GENERAL INFORMATION

1. **Project Name:** Enter the entire name of the Project.
2. **Contract Number (work order):** Enter the Authority contract number and work order number.
3. **Report Number:** Enter the Monthly Subcontractor/Supplier Utilization Report number.
4. Reports must be in a numerical series (i.e., 1, 2, and 3).
5. **Reporting Period:** Enter the beginning and end dates for which this report covers (i.e., 06/01/2019-07/01-2019).
6. **S/M/WBE Contract Goal:** Enter the S/M/WBE Contract Goal on entire contract.
7. **Contract Completion Date:** Enter the expiration date of the contract, (not work order).
8. **Prime Contractor Name:** Enter the complete legal business name of the Prime Contractor.
9. **Prime Contractor Street Address:** Enter the mailing address of the Prime Contractor.
10. **Prime Contractor Phone Number:** Enter the telephone number of the Prime Contractor.
11. **Prime Contractor Email Address:** Enter the email address of the Prime Contractor.
12. **Project Manager (PM) Name:** Enter the name of the Project Manager for the Prime Contractor on the project.
13. **PM Telephone Number:** Enter the direct telephone number of the Prime Contractor's Project Manager.
14. **PM Email Address:** Enter the email address of the Prime Contractor's Project Manager.

SECTION II : UTILIZATION INFORMATION

15. **Federal Identification Number:** Enter the Federal Identification Number of the Subcontractor/Supplier(s).
16. **Business Name:** Enter the complete legal business name of the Subcontractor/Supplier(s).
17. **S/M/WBE Certified (Yes/No):** Enter "yes" or "no" to indicate if the subcontractor is S/M/WBE Certified.
18. **Description of Work:** Enter the type of work being performed by the Subcontractors/Supplier(s) (e.g. electrical services).
19. **Total Project Amount:** Enter the dollar amount allocated to the Subcontractors/Supplier(s) for the entire project (i.e., amount in the subcontract agreement).
20. **Amount Paid During Reporting Period:** Enter the total amount paid to the Subcontractor/Supplier(s) during the reporting period.
21. **Invoice Number:** Enter the Subcontractor/Supplier's invoice number related to the payment reported this period.
22. **Total Paid (to Each Subcontractor) to Date:** Enter the total amount paid to the Subcontractor/Supplier(s) to date.
23. **Total Paid to All Subcontractors to Date:** Enter the total amount paid to all subcontractors during reporting period.

SECTION III: AFFIDAVIT

24. **Affidavit:** Statement attesting to the contents of the report.
25. **Prime Contractor Name Authorized Personnel (signature):** Signature of the employee that is authorized to execute the Subcontractor/Supplier Utilization Report.
26. **Prime Contractor Name Authorized Personnel (print):** Printed name of the employee that is authorized to execute the Subcontractor/Supplier Utilization Report.
27. **Title:** Enter the title of authorized employee completing the Monthly Subcontractor/Supplier Utilization Report.
28. **Date:** Enter the date of submission of the Subcontractor Utilization Report to the Authority.

EXHIBIT "F"
CHANGE TO UTILIZATION PLAN

SOLICITATION INFORMATION

Instructions: List all changes in the use of certified or non-certified Subcontractors/Suppliers in relation to the Prime Contractor's original Utilization Plan or latest Change to Utilization Plan approved by the Equal Business Opportunity (EBO) Office for the contract listed below.

Name of Prime Contractor: _____

Contract Name: _____

ORGANIZATION STATUS

All sections of the following table must be completed.

Role	Name of Firm	Certifications (S/M/W/B/E)	New*/Remove**/Change Value	Estimated Total Contract Value (\$)	NIGP Code (5-Digit)	Start Date (New Sub Only)
SUB			Change	\$		
SUB			Change	\$		
SUB			Change	\$		
SUB			Change	\$		
SUB			Change	\$		

***IF A NEW FIRM IS ADDED TO THE CONTRACT, ENSURE THEY ARE REGISTERED AS A VENDOR WITH THE AUTHORITY.**

****IF MOVING/REDUCING THE DOLLAR VALUE FOR A FIRM, ATTACH DOCUMENTATION ESTABLISHING THAT THE FIRM WAS NOTIFIED AND EVIDENCE OF JUSTIFICATION FOR REQUEST.**

Note: If the Subcontractor's change results in not meeting the subcontracting goal for this contract, you will be contacted by the EBO Office for further action.

JUSTIFICATION FOR ALL CHANGES TO UTILIZATION

BIDDER/PROPOSER SIGNATURE

I hereby affirm that the above information is true and complete to the best of my knowledge and belief. I possess internal documentation from all proposed new Subcontractors/ Suppliers confirming their intent to perform the scope of work for the price indicated above. All Subcontractors/Suppliers removed or reduced in dollar value have been notified of the change in writing. I understand and agree that if this change to utilization is approved, this document shall be attached thereto and become a binding part of the contract.

Prime Contractor's Authorized Agent _____ **Name (Print)** _____ **Date** _____

Equal Business Opportunity Office _____ **Sign & Date** _____ **Approved/Denied** _____

EXHIBIT "G"

Post-Award Vendor Subcontracting Waiver Request

DATE: _____

CONTRACT INFORMATION				
Contract Title:				
Contract #:				
Prime Contractor:				
Contact Person:		Phone #:		Email:

RATIONALE FOR WAIVER

The purpose of this waiver is to specify the good faith efforts made in meeting the required subcontracting goal(s) for this project. The prime contractor is required to submit a *change to the Utilization Plan* (if not previously submitted) with this *Post-Award Vendor Subcontracting Waiver Request form*.

1a. Select the statement below that best explains why the required subcontracting goal(s) were not met:
(Check all that apply)

<input type="checkbox"/>	The Authority issued a change order that limited subcontracting opportunities of the scope of work causing the subcontracting goal(s) to not be met.
<input type="checkbox"/>	The Authority issued a change order that required expedited completion of the scope of work, causing the subcontracting goal(s) to not be met.
<input type="checkbox"/>	The S/M/WBE previously selected for utilization is not available to perform the scope of services and could not be replaced with another S/M/WBE that could perform the scope of work.
<input type="checkbox"/>	The S/M/WBE previously selected for utilization is no longer certified in accordance with the Economic Inclusion Policy and Procedures, and could not be replaced with another S/M/WBE that could perform the scope of work.
<input type="checkbox"/>	There were other issue(s) that resulted in the subcontracting goal(s) not being met.

1b. In the box below, please provide further detail for each statement selected above.

EXHIBIT "G"
Post-Award Vendor Subcontracting Waiver Request

2. List and explain all communication efforts between your firm and each potential S/M/WBE subcontractor related to participation on this contract. Attach all supporting documentation (e.g. emails, call logs, and faxes) to verify communication. In addition, provide response(s) from S/M/WBE subcontractor(s); attach additional page, if necessary.

3a. Select the statement that best describes other good faith efforts made: (Check all that apply)

	Helped a vendor become a certified S/M/WBE so they could become a subcontractor on the project.
	Offered joint check services or bonding assistance for lines of credit to S/M/WBE subcontractors.
	Advertised and contacted certified firms using S/M/WBE Certification lists from the website, trade organizations, professional organizations, and others.
	Other:
	N/A – No Good Faith Effort attempted.

3b. In the box below, please provide further details for each statement selected above and attached supporting documentation.

AFFIRMATION

The undersigned does hereby declare that the statements contained herein and all documentation provided are true, accurate and complete and include all material information necessary to determine compliance with the Economic Inclusion Policy and Procedures.

Signature Name & Title (Print)

FOR EBO USE ONLY

	Waiver Status:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
Signature	Date:	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/22/2019

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

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

PRODUCER M & T Insurance Agency, Inc One Research Court Suite 110 Rockville MD 20850	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: MTIAService@mtb.com		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		
INSURED COASWAS-01 Coastal Waste & Recycling, Inc. (Additional Named Insureds continued below) 1700 NW 33rd Street Pompano Beach FL 33064	INSURER A : Starr Indemnity & Liability Co		NAIC # 38318
	INSURER B : Starr Surplus Lines Ins Co		13604
	INSURER C : Berkshire Hathaway Homestate Ins Co		20044
	INSURER D :		
	INSURER E :		
	INSURER F :		

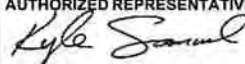
COVERAGES **CERTIFICATE NUMBER:** 920640718 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD ded \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	1000066762181	11/30/2018	11/30/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> CA9948	Y	Y	1000199094181	11/30/2018	11/30/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	1000337200181	11/30/2018	11/30/2019	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	COWC033839	3/23/2019	3/23/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Contractors Pollution			1000066762181	11/30/2018	11/30/2019	Limit	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Named Insureds on all policies: Coastal Waste & Recycling Holdco, LLC; Coastal Waste & Recycling of Broward County, LLC; Coastal Waste & Recycling of Martin County, LLC; Coastal Waste & Recycling of Palm Beach County, LLC; Coastal Waste & Recycling of St. Lucie County, LLC; Martin Lane Holdings, LLC. NOTE: Coastal Waste & Recycling Holdco, LLC; Coastal Waste & Recycling of St. Lucie County, LLC; and Martin Lane Holdings are not Named Insureds on the WC policy.

Note: Per Project aggregate on General Liability is capped at \$5,000,000 limit. *Pollution aggregate is included in GL aggregate.
General Liability/Contractors Pollution Liability - Blanket Additional Insured, Primary and Non-contributory, Waiver of Subrogation as required by written contract - #SL 023 06/11
See Attached...

CERTIFICATE HOLDER SOLID WASTE AUTHORITY OF PALM BEACH COUNTY 7501 NORTH JOG ROAD WEST PALM BEACH FL 33412	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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ADDITIONAL REMARKS SCHEDULE

AGENCY M & T Insurance Agency, Inc		NAMED INSURED Coastal Waste & Recycling, Inc. (Additional Named Insureds continued below) 1700 NW 33rd Street Pompano Beach FL 33064	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Auto Liability - Blanket Additional Insured as required by written contract - #SICA 1024 04-12
 Auto Liability - Blanket Waiver of Subrogation as required by written contract - #CA 04 44 10 13
 Auto Liability - Primary if required by written contract
 Excess Liability provides an additional layer above the General Liability, Contractors Pollution Liability, Auto Liability and Workers' Compensation policies

*Martin County
RoCo Joint Venture*



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 15, 2019

CSC
EMILY CROFT

Qualification documents for ROCO WASTE & RECYCLING, LLC were filed on January 14, 2019, and assigned document number M19000000474. Please refer to this number whenever corresponding with this office.

Your limited liability company is authorized to transact business in Florida as of the file date.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a \$400 late fee will be added.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>.

Please notify this office if the limited liability company address changes.

Should you have any questions regarding this matter, please contact this office at the address given below.

Karen A Saly
Regulatory Specialist II
Regulatory/Qualification Section
Division of Corporations

Letter Number: 819A00001108

Account number: I20000000195

Amount charged: 125.00

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. RoCo Waste & Recycling, LLC
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C.," or "LLC.")

2. DE (Jurisdiction under the law of which foreign limited liability company is organized) 3. _____ (FEI number, if applicable)

4. 1/11/19
(Date first transacted business in Florida, if prior to registration.)
 (See sections 605.0904 & 605.0905, F.S. to determine penalty liability)

5. 12967 S.E. Suzanne Drive (Street Address of Principal Office)
Hobe Sound, FL 33455

6. 12967 S.E. Suzanne Drive (Mailing Address)
Hobe Sound, FL 33455

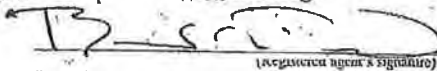
7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: Brendon J. Pantano

Office Address: 1700 NW 33rd Street
Pompano Beach, Florida 33064
(City) (Zip code)

Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.


(Registered agent's signature)
 Brendon J. Pantano

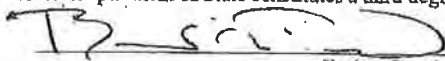
8. The name, title or capacity and address of the person(s) who has/have authority to manage is/are:

<u>Title or Capacity:</u>	<u>Name and Address:</u>	<u>Title or Capacity:</u>	<u>Name and Address:</u>
<u>Manager</u>	<u>Brendon J. Pantano</u> <u>1700 NW 33rd Street</u> <u>Pompano Beach, FL 33064</u>	_____	_____
<u>Manager</u>	<u>Tom Robertson</u> <u>5386 NW 108th Way</u> <u>Coral Springs, FL 33076</u>	_____	_____

(Use attachments if necessary)

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

10. This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.


Signature of an authorized person

Brendon J. Pantano
Typed or printed name of signer

19 JAN 14 PM 6:45
 DEPT. OF STATE
 FLORIDA

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ROCO WASTE & RECYCLING, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE ELEVENTH DAY OF JANUARY, A.D. 2019.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "ROCO WASTE & RECYCLING, LLC" WAS FORMED ON THE TENTH DAY OF JANUARY, A.D. 2019.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.

19 JAN 11 PM 6:46
TALLAHASSEE, FLORIDA




Jeffrey W. Bullock, Secretary of State

7232244 8300

SR# 20190218887

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202066184

Date: 01-11-19



AGREEMENT AND LEASE FOR C&D PROCESSING SERVICES

between

MARTIN COUNTY, FLORIDA

and

ROCO WASTE AND RECYCLING, LLC

**AGREEMENT AND LEASE
FOR C&D PROCESSING SERVICES**

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EXHIBITS

- A. Aerial photograph of Martin County’s Center and Site
- B. Legal Description of Site
- C. Sample Monthly Activity Report
- D. Sample Invoice
- E. Contractor’s Rate
- F. Form of Performance Bond
- G. FDEP Settlement Agreement
- H. FDEP Permit
- I. Memorandum of Lease

**AGREEMENT AND LEASE
FOR C&D PROCESSING SERVICES**

This Agreement and Lease for C&D Processing Services (“Agreement”) is made and entered into this 17th day of June, 2019 (“Effective Date”) by and between Martin County (“County”), a political subdivision of the State of Florida, and RoCo Waste and Recycling, LLC (“Contractor”), a Delaware corporation, which is authorized to do business in the State of Florida.

RECITALS

WHEREAS, the County issued a Request for Proposals (“RFP”) for the Processing, Recycling, sale and/or disposal of Construction and Demolition Debris (“C&D”) generated in the County; and

WHEREAS, the Contractor submitted a proposal in response to the County’s RFP (RFP No. 2019-3100); and

WHEREAS, the Contractor has represented to the County that it has the equipment, personnel, experience, and other resources necessary to satisfactorily provide the services required under this Agreement; and

WHEREAS, the County has relied upon the proposal and other information provided by the Contractor concerning the Contractor’s ability to provide the services requested by the County; and

WHEREAS, after carefully evaluating the proposals that were submitted in response to the County’s RFP, the County’s Selection Committee concluded that the Contractor submitted the best proposal and, therefore, the Board of County Commissioners (“Board”) should award this Agreement to the Contractor; and

WHEREAS, the Board wishes to use and the Contractor wishes to provide the Contractor’s services, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the Board finds that entering into this Agreement with the Contractor is in the public interest and will protect the public health, safety, and welfare.

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

SECTION 1: DEFINITIONS

The capitalized words and phrases in this Agreement are defined in this Section 1. The definitions contained in this Section 1 shall be used when interpreting this Agreement. In the event that a definition herein conflicts with a similar definition in a federal, state, or local law, the definition herein shall prevail when construing this Agreement. If a definition in this Agreement is inconsistent with the definition of the same term in Section 403.703, Florida Statutes, the definition in Section 403.703, Florida Statutes, shall prevail, but only to the extent necessary to resolve the inconsistencies between the two (2) definitions.

- 1.1 **Administrator** means the County's Administrator or the Administrator's designee.
- 1.2 **Agreement** means this Agreement and Lease for C&D Processing Services between the County and the Contractor.
- 1.3 **Applicable Law** means any local, state or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which is in effect or is enacted, adopted, promulgated, issued or enforced by a governmental body during the term of this Agreement, and relate in any manner to the performance of the County or Contractor under this Agreement.
- 1.4 **Board** means the Board of County Commissioners of Martin County, Florida.
- 1.5 **Building** means the enclosed metal building that is located on the Site and is approximately 36,000 square feet in size.
- 1.6 **Center** means the County's Transfer Station and Recycling Center located at 9101 S.W. Busch Street in Palm City, Florida.
- 1.7 **Change in Law** means the adoption, promulgation, or modification of any Applicable Law after the Effective Date that directly and substantially affects the Contractor's or City's ability to perform under this Agreement. A Change in Law does not include a change in any tax law or workers' compensation law.
- 1.8 **Citation** means any warning letter, notice of violation, cease and desist order, or similar notification that the Contractor's operations on the Site are not in compliance with Applicable Law.
- 1.9 **Clean Debris** means any Solid Waste that is virtually inert, is not a pollution threat to ground water or surface waters, is not a fire hazard, and is likely to retain its physical and chemical structure under expected conditions of disposal or use. Clean Debris includes brick, glass, ceramics, and uncontaminated concrete, including embedded pipe or steel.
- 1.10 **Commencement Date** means the date when the Contractor begins to process C&D at the

Site.

- 1.11 **Construction and Demolition Debris** or "**C&D**" shall have the meaning set forth in Section 403.703(6), Florida Statutes. In general, Construction and Demolition Debris means discarded materials that are generally considered to be not water-soluble and nonhazardous in nature, including steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber from the construction, renovation, or demolition of a structure. Construction and Demolition Debris includes rocks, soil, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project.
- 1.12 **Consumer Price Index** or "**CPI**" means the Consumer Price Index-All items in the U.S. city average, all urban consumers, not seasonally adjusted, Base Period 1982-84 = 100 (Series ID CUUR0000SA0), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a successor agency.
- 1.13 **Contingency Plan** means the Contractor's plan for avoiding an interruption in the work it performs under this Agreement.
- 1.14 **Contractor** means RoCo Waste and Recycling, LLC.
- 1.15 **County** means, depending on the context, either (a) the unincorporated area contained within the boundaries of Martin County, Florida or (b) the government of Martin County, Florida, acting through the Board or its designees.
- 1.16 **County Indemnified Parties** means the County, including its officers, agents, volunteers, and employees while acting within the course and scope of their office or employment.
- 1.17 **Customer** means a Person that delivers C&D to the Site.
- 1.18 **Director** means the Director of the County's Utilities & Solid Waste Department or the Director's designee(s). The Director is the County employee designated to serve as the County's representative in discussions with the Contractor regarding this Agreement.
- 1.19 **District Manager** means the senior employee that the Contractor has designated to serve as the Contractor's representative in discussions with the County regarding this Agreement.
- 1.20 **Effective Date** means the date when this Agreement is signed and duly executed by the Board's designee, which shall occur after the Agreement is signed and duly executed by the Contractor.
- 1.21 **First Operating Year** means the period of time from the Commencement Date through and including September 30, 2019, unless this Agreement is terminated earlier.
- 1.22 **Force Majeure** means the following events or circumstances, but only to the extent that

they delay or preclude the County or Contractor from performing any of their obligations (other than payment obligations) under this Agreement: (a) an act of God or a tornado, hurricane, flood, fire, or explosion (except those caused by the negligence of Contractor, its agents, and assigns); (b) acts of a public enemy, acts of war, terrorism, riots, or civil disturbances; (c) suspension, termination, or interruption of utilities necessary for the County's or the Contractor's operations or duties under this Agreement; (d) an injunction, or a legal or equitable proceeding brought against the County or Contractor, or a Change in Law; and (e) any act, event, or condition that is determined by mutual agreement of the County and the Contractor to be of the same general type as the events of Force Majeure identified in Sections 1.21 (a) through (d).

- 1.23 Fugitive Emissions** means visible emissions (e.g., dust or particulate) that are caused by activities on the Site and have a density equal to or greater than twenty percent (20%) opacity.
- 1.24 Garbage** means all kitchen and table food waste, and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.
- 1.25 Hazardous Material** means Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Material includes any material or substance identified as a hazardous waste or hazardous substance in the Florida Administrative Code, Florida Statutes, or other Applicable Law.
- 1.26 Holiday** means a day when the Contractor is not required to accept C&D at the Site.
- 1.27 Indemnified Loss** means all actual costs, losses, damages, expenses, and liabilities that a County Indemnified Party incurs or suffers pursuant to or in connection with, or are caused by or result from, directly or indirectly, **IN WHOLE OR IN PART**, any wrongful act, error or omission, or negligence by the Contractor or any of its agents, employees, or any tier of subcontractors of the Contractor, or subcontractor to a subcontractor of the Contractor, or anyone employed by any of those Persons for whose wrongful act, error or omission, or negligence any of them may be liable, except to the extent resulting solely from the negligent acts or omissions of the County Indemnified Party, in the execution or performance of the Contractor's obligations under or incidental to this Agreement. Such costs include attorneys' fees, court costs, and expert witness fees in all trial, appellate, mediation, and bankruptcy proceedings. An Indemnified Loss includes (a) any bodily injury, property damage, sickness, disease, or death; (b) any claim arising under or from any actual or alleged violation of any Applicable Law (including workers' compensation laws, environmental laws, and health and safety laws) or any common law duty; (c) any actual or alleged infringement of any intellectual rights or property of any Person; (d) any actual or alleged pollution of or damage or destruction to

property, natural resources, or the environment; (e) any lawsuit resulting from or related to the designation by the Contractor of any document or material as exempt from public disclosure or public records laws; (f) any lawsuit resulting from or related to the County's decision to award this Agreement to the Contractor; and (h) defending, settling, prosecuting, investigating, or participating in (as a witness or otherwise) any proceeding that arises out of or pertains to any of the foregoing; in each case, to the extent permitted by law or not otherwise prohibited, without regard to or limitation by the amount or type of benefits, damages, or compensation payable by or for the Contractor, any subcontractor of the Contractor, or any subcontractor to a subcontractor of the Contractor under any insurance policy or any Applicable Law (including employee benefits, disability benefits, and workers' compensation laws).

- 1.28** **Load** means the cargo in a vehicle delivering Solid Waste to the Site or removing Recyclable Materials or non-recyclable materials from the Site.
- 1.29** **Maintenance Building** means the metal structure that is owned by the County and located immediately south of the Site, as depicted in Exhibit A.
- 1.30** **Mechanical Container** means a dumpster, roll-off container, compactor, or other large container that is placed on and removed from the Site with mechanical equipment, and used for the collection of Solid Waste or Recyclable Materials.
- 1.31** **Objectionable Odor** means any odor present in the outdoor atmosphere which, by itself or in combination with other odors, is or may be harmful or injurious to human health or welfare, which unreasonably interferes with the comfortable use and enjoyment of life or property, or which creates a nuisance.
- 1.32** **Operating Day** means a calendar day, except Sundays and Holidays, from the Commencement Date until this Agreement expires or terminates.
- 1.33** **Operating Month** means each calendar month from the Commencement Date until this Agreement expires or terminates. However, the first Operating Month shall begin on the Commencement Date and the last Operating Month shall end on the day when this Agreement expires or terminates.
- 1.34** **Operating Year** means a period of twelve (12) consecutive Operating Months, beginning on October 1 and ending on September 30 of the following year. Notwithstanding the foregoing, the First Operating Year shall begin on the Commencement Date and end on September 30, 2019, and the last Operating Year shall end on the day when this Agreement expires or terminates.
- 1.35** **Operations Plan** means the Contractor's written plan for conducting its work in compliance with this Agreement.
- 1.36** **Ordinances** mean the County's Code of Ordinances and any amendments thereto.

- 1.37 **OSHA** means the Occupational Safety and Health Act and all implementing regulations.
- 1.38 **Party** means, depending on the context, either the County or the Contractor.
- 1.39 **Parties** mean the County and the Contractor.
- 1.38 **Performance Bond** means the financial security furnished by the Contractor as a guarantee that the Contractor will perform its work and pay all lawful claims in accordance with the terms of this Agreement.
- 1.39 **Permits** means any local, state or federal permit, license, franchise, registration, certification, authorization or other approval required for the performance of the Contractor's obligations under this Agreement.
- 1.40 **Person** means any and all persons, natural or artificial, including any individual, firm, partnership, joint venture, or other association, however organized; any municipal or private corporation organized or existing under the laws of the State of Florida or any other state; any county or municipality; and any governmental agency of any state or the federal government.
- 1.41 **Processing** means any technique designed to change the physical, chemical, or biological character or composition of any Solid Waste so as to render it: safe for transport; amenable to recovery, storage, or Recycling; safe for disposal; or reduced in volume or concentration.
- 1.42 **Rate** means the fees and charges approved herein for the Contractor's Processing services, as set forth in Exhibit E.
- 1.43 **Recovered Screened Material or "RSM"** means the fines fraction, consisting of soil and other small materials, derived from the processing or recycling of construction and demolition debris, which passes through a final screen size no greater than 3/4 of an inch.
- 1.44 **Recyclable Materials** mean those materials that are capable of being recycled and would otherwise be processed or disposed of as Solid Waste. More specifically, for the purposes of this Agreement, Recyclable Materials means materials that are removed from C&D at the Site and then used in a beneficial manner, including wood, metal, plastic, glass, and Clean Debris. However, Recyclable Materials does not include Recovered Screened Materials, even if the RSM is reused or recycled.
- 1.45 **Recycling** means any process by which materials that would otherwise have been Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
- 1.46 **Site** shall mean the approximately 5.9 acre area that is depicted in Exhibit A, which is attached hereto. Exhibit B contains the legal description of the Site.
- 1.47 **Solid Waste** shall have the meaning provided in Section 403.703(36), Florida Statutes.

Solid Waste includes Construction and Demolition Debris, Garbage, Hazardous Material, Trash, and Yard Trash.

- 1.48** **Tipping Area** means the area or areas on the Site where delivery vehicles unload C&D for Processing.
- 1.49** **Transfer Station** means the facility where the County loads Solid Waste into trucks for transport to a disposal facility. The location of the Transfer Station is depicted in Exhibit A to this Agreement.
- 1.50** **Transition Period** means the period of time between the Effective Date and the Commencement Date.
- 1.51** **Transition Plan** means a written document describing in detail the activities that shall be undertaken and the schedule that shall be followed by the Contractor during the Transition Period to ensure the Contractor successfully provides the Contractor's services in compliance with this Agreement on and after the Commencement Date.
- 1.52** **Trash** means miscellaneous non-hazardous waste materials delivered to the Center, including cardboard, paper, fiberglass, furniture, carpet, cloth, plastics, toys, styrofoam, tires, appliances, cabinets, bathtubs, rubbish, rags, sweepings, packaging, and Yard Trash. However, Trash does not include Garbage, Hazardous Material, or other types of Unacceptable Waste.
- 1.53** **Unacceptable Waste** means any Solid Waste, liquid waste, or other material that cannot be accepted at the Site in compliance with the Permits and Applicable Law. Unacceptable Waste includes Garbage and Hazardous Material.
- 1.54** **Yard Trash** means vegetative matter resulting from landscaping maintenance and land clearing operations and includes associated rocks and soils.

SECTION 2: ADOPTION OF RECITALS

The Parties agree that the Recitals set forth in this Agreement are accurate, correct, and adopted herein by this reference.

SECTION 3: TERM OF THIS AGREEMENT

3.1 INITIAL TERM OF AGREEMENT

This Agreement shall take effect and be binding upon the Parties from the Effective Date until this Agreement is terminated or expires. The initial term of this Agreement shall begin on the Effective Date and shall expire ten (10) years after the Commencement Date, unless this Agreement is terminated earlier.

3.2 OPTION TO RENEW THE AGREEMENT

Each renewal term (if any) shall be one year in duration, unless the County and Contractor mutually agree to a longer term, but the cumulative duration of all renewal terms shall not be greater than five (5) years. During each renewal term the County and the Contractor shall be subject to the conditions and limitations contained herein, unless the County and the Contractor amend this Agreement to provide otherwise.

The Board shall have the right to renew and extend this Agreement, at the end of the initial term and at the end of each renewal term (if any), unless the Contractor gives timely written notice to the County pursuant to Section 59, below, that the Contractor is not willing to renew this Agreement. Such notice must be delivered to the County at least three hundred sixty (360) calendar days before the end of the initial term of the Agreement or at least three hundred sixty (360) calendar days before the end of any renewal term that is two years or longer in duration. If the Contractor wishes to give such notice during any renewal term that is one year in duration, the Contractor must provide the written notice at least one hundred eighty (180) days prior to the end of that renewal term.

As a courtesy, the County shall endeavor to give notice to the Contractor at least one hundred eighty (180) days before the expiration of the then current term if the County concludes prior to such time that the County does not wish to renew this Agreement. However, the County's failure to provide such notice shall not constitute a breach of this Agreement, or delay the expiration of this Agreement, or otherwise adversely affect the County's rights hereunder.

SECTION 4: LEASE, LICENSE AND EASEMENTS FOR CONTRACTOR

The County owns the Site, the Building, the Maintenance Building, and other improvements and property located at 9101 S.W. Busch Street in Palm City, Florida. The Site, the Building, and the Maintenance Building are depicted in the aerial photograph that is attached hereto as Exhibit A. The legal description of the Site is contained in Exhibit B.

The County hereby leases to Contractor, and Contractor hereby leases from the County, the real property, structures and other improvements located on the Site, including the Building.

The County hereby grants the Contractor a license to access the areas adjacent to the Site, including the Maintenance Building, but such authorization is only for the purpose of conducting the activities expressly described in this Agreement. Among other things, this license authorizes the Contractor to transport Recyclable Materials and non-recyclable materials from the Site to the Transfer Station and scale house on the County's property.

The County also hereby grants the Contractor all easements that the County may grant and are necessary to: (a) enable the Contractor to have ingress and egress between the Site and the dedicated right-of-way for S.W. Busch Street; and (b) provide for the drainage of stormwater

from the Site. Upon request, the County will grant the Contractor other easements on or across the Site if such easements are reasonably needed for electrical transmission lines, water lines, or other utility services for the Contractor's work under this Agreement. The form, conditions, and locations of such easements shall be subject to the mutual consent of both Parties.

The lease, licenses, and easements granted to the Contractor pursuant to this Section 4 are subject to the conditions and limitations in this Agreement and they shall terminate when this Agreement expires or terminates.

Notwithstanding anything else contained herein, the County reserves its right of unrestricted ingress and egress to the Building and other areas on the Site.

SECTION 5: GENERAL SCOPE OF CONTRACTOR'S DUTIES

This Section 5 describes the general scope of the Contractor's duties under this Agreement. The general requirements in this Section 5 are supplemented by the specific requirements in the other sections of this Agreement. Subject to the conditions contained herein, the Contractor shall:

- (a) receive, sort, and process all of the C&D that is delivered to the Site;
- (b) transport all of the Recyclable Materials from the Site, after Processing the C&D;
- (c) market and sell all of the Recyclable Materials that are removed from the C&D;
- (d) move all of the non-recyclable materials that are in or removed from the C&D to locations on the County's property that are designated by the Director for such materials;
- (e) comply at all times with the requirements in this Agreement and Applicable Law;
- (f) provide all labor, services, supervision, materials, and equipment necessary to accomplish the Contractor's work under this Agreement;
- (g) keep all revenues derived from the sale of Recyclable Materials; and
- (h) perform all of its work and satisfy all of its obligations under this Agreement at Contractor's sole expense, in exchange only for the payments by the County that are expressly authorized herein and the revenues derived from the sale of Recyclable Materials.

SECTION 6: TRANSITION PLAN

The Contractor shall work closely with the Director during the Transition Period to ensure that the Contractor is able to commence operations on the Site as expeditiously as possible and with a minimum of disruption to the County's operations on its adjacent property. The Contractor shall

meet with the Director within seven (7) days after the Effective Date to ensure that the Contractor's Transition Plan and Operations Plan are prepared expeditiously and in compliance with the requirements herein. The Transition Plan shall be submitted to the Director for the County's review within fourteen (14) days after the Effective Date. The County shall not have the authority to approve or revise the Transition Plan, but may offer comments concerning potential deficiencies in the plan. The Contractor shall promptly revise any provisions in the Transition Plan that fail to comply with the requirements in this Agreement. Under the Transition Plan, the Commencement Date shall be no later than one hundred twenty (120) days after the County allows the Contractor to take possession of the Site.

Pursuant to Section 1.51, above, the Transition Plan shall describe in detail the activities that shall be undertaken and the schedule that shall be followed by the Contractor during the Transition Period to ensure the Contractor successfully provides the Contractor's services in compliance with this Agreement on and after the Commencement Date. The Transition Plan also shall describe how and when the Contractor shall receive and process select Loads of C&D during the Transition Period. The delivery of any select Load shall be subject to the approval of the Director and the acceptance of any select Load shall be subject to the approval of the Contractor. The select Loads shall be comprised primarily of discarded metal, wood, concrete or other Recyclable Materials. The Contractor shall bill and the County shall pay for Processing select Loads by following the same procedures that are set forth herein for Loads received after the Commencement Date.

SECTION 7: NOTICE TO PROCEED

The County shall issue a notice to proceed to the Contractor at least seven (7) days before the Contractor may take possession of the Site. At least two (2) days prior to the date designated in the notice to proceed, representatives of the Contractor and the County shall meet at the Site so that they can introduce their key personnel, discuss the Contractor's plans for beginning work under this Agreement, and identify steps that should be taken to ensure the successful implementation of the Transition Plan and the Operations Plan.

SECTION 8: OPERATIONS PLAN

The Contractor shall prepare and implement an Operations Plan that describes how the Contractor will comply with the requirements in this Agreement. At a minimum, the Contractor's Operations Plan shall contain the following:

- (a) a description of the work procedures and equipment that the Contractor shall use when performing the work required herein;
- (b) a diagram depicting the location of the equipment, Tipping Areas, and storage areas the Contractor shall use on the Site;
- (c) a process flow diagram depicting the movement of C&D from the time it arrives on the Site until it is removed from the Site;

- (d) a description of the methods and equipment that shall be used to manage, contain, and temporarily store C&D, Recyclable Materials, non-recyclable materials, Unacceptable Waste, and other materials on the Site;
- (e) a description of the methods that shall be used to dispose of non-recyclable material, including Hazardous Material and other Unacceptable Waste;
- (f) the names and locations of the solid waste management facilities that will be used by the Contractor for the disposal of the non-recyclable material, including Hazardous Material and other Unacceptable Waste;
- (g) a staffing plan, which shall identify the numbers and types of employees needed to implement the Operations Plan, including the professional qualifications and experience required for each position identified in the staffing plan;
- (h) an organizational chart that identifies the Contractor's District Manager, operators, supervisors, spotters, and other employees identified in the staffing plan; and
- (i) the Contractor's strategy for marketing and selling the Recyclable Materials that are removed from the C&D.

The Contractor's Operations Plan shall describe how the Site will be operated during normal conditions to ensure that: delivery vehicles will enter the Site, unload, and leave in a timely manner; Solid Waste will be inspected; and Unacceptable Waste will be segregated and removed.

The Operations Plan shall include the Contractor's procedures and protocols for ensuring that the Contractor's work under this Agreement will be performed in a safe and responsible manner. The Contractor shall describe the safety and loss control training that will be provided to the employees providing services under this Agreement. The Operations Plan shall contain the safety rules that will be applicable to visitors, including the County's representatives, when they are on the Site.

The Operations Plan shall include the Contingency Plan described in Section 19, below.

The Contractor's Operations Plan shall be submitted to the Director at least ten (10) calendar days before the Commencement Date. The Operations Plan shall be revised and updated whenever the Contractor changes its operating procedures. The updated portions of the Operations Plan shall be submitted to the Director within five (5) Operating Days after the Operations Plan is updated.

The Operations Plan shall be provided to the Director for informational purposes only. The Director shall have no right to approve, reject, or revise the Operations Plan. Nonetheless, the Operations Plan must satisfy the requirements contained herein and the Contractor shall revise the plan promptly if the Director identifies any instances where the plan fails to comply. The

Contractor shall follow and comply with its Operations Plan at all times during the term of this Agreement.

SECTION 9: DELIVERY OF C&D

On the Commencement Date and each Operating Day thereafter throughout the term of this Agreement, when vehicles deliver Loads of C&D to the scale house at the County's Center, the County shall weigh the vehicles at the County's scale house and then direct the vehicles to the Site. The Contractor shall allow the vehicles to unload at the Site in the same sequence in which the vehicles arrive. The Contractor shall not allow any vehicles to circumvent the queue at the Site and thereby cut in line in front of other vehicles. The Contractor shall coordinate with the County to ensure that the on-Site roads are maintained at all times by the County to allow safe and unimpeded access to and from the Site, without causing delays or damage to the delivery vehicles. If vehicles become stuck or otherwise unable to move on the Site, the Contractor shall promptly notify the County or provide assistance in moving the vehicle.

The County shall have no obligation to deliver (or cause the delivery of) C&D to the Site until the Contractor takes possession of the Site and gives notice to the County that the Contractor is prepared to begin testing its equipment in preparation for the Commencement Date. The Contractor's notice to the County shall identify the date when the Contractor wishes to begin receiving Loads of C&D and the approximate quantities of C&D that the Contractor wishes to receive. The Contractor shall coordinate with the County to try to ensure that the Contractor's needs for C&D are satisfied before the Commencement Date, but the County's sole obligation will be to direct Loads of C&D to the Site after they arrive at the scale house.

SECTION 10: TIPPING AREAS

The Contractor shall provide and maintain two (2) separate, dedicated Tipping Areas on the Site for unloading vehicles that are delivering C&D:

- (a) One area shall be used solely for unloading small vehicles (i.e., automobiles and light trucks that are less than 10,000 pounds (Gross Vehicle Weight)) containing Loads classified by the County as C&D Debris.
- (b) One area shall be dedicated solely to large vehicles (i.e., medium and heavy trucks in excess of 10,000 pounds (Gross Vehicle Weight)) with Loads classified by the County as C&D Debris.

The Contractor shall use its best efforts to ensure that vehicles delivering C&D are able to enter the Tipping Area, unload, and leave the Site as expeditiously as possible.

SECTION 11: DUTY TO ACCEPT AND PROCESS C&D

On the Commencement Date and each Operating Day thereafter throughout the term of this Agreement, the Contractor shall accept and process all of the C&D that is delivered to the Site.

The Contractor shall not divert or move any portion of the C&D from the Site to any other Solid Waste management facility for Processing, Recycling, disposal, or other purposes, except as otherwise provided herein or approved in advance in writing by the Director.

SECTION 12: INSPECTION, ACCEPTANCE AND REJECTION OF SOLID WASTE

The County shall not knowingly deliver and the Contractor shall not knowingly accept or Process any Unacceptable Waste at the Site. When vehicles arrive at the Center, the County shall make a preliminary determination as to whether the Load contains C&D and should be delivered to the Site. At its option, the County also may provide a spotter at the Tipping Area to identify Unacceptable Waste. However, the Contractor shall be solely responsible for making the final determination as to whether any single item or any Load of Solid Waste delivered to the Site is Unacceptable Waste.

The Contractor shall have at least one trained spotter or operator on duty at all times when Solid Waste is delivered to the Site. A spotter or operator shall be on duty at a Tipping Area at all times when Solid Waste is being unloaded at that Tipping Area. The Contractor's spotter(s) or operator(s) shall inspect each Load of Solid Waste when it is unloaded and shall determine whether such Load is acceptable or not. The Contractor may refuse to accept part or all of a Load of Solid Waste if the Contractor reasonably believes the rejected material consists of Hazardous Material or other Unacceptable Waste. If part of a Load consists of Unacceptable Waste (e.g., a bag of Garbage; a waste tire) that can be easily removed from the C&D, the Contractor shall reject the Unacceptable Waste, but the Contractor shall use commercially reasonable efforts to accept the portion of the Load that consists of C&D.

If the Contractor reasonably believes that a vehicle is about to unload Unacceptable Waste at the Site, the Contractor shall immediately notify the driver of such vehicle that he or she cannot unload the Unacceptable Waste. If a vehicle already has unloaded Unacceptable Waste at the Site, the Contractor shall immediately notify the driver, before the driver leaves the Site, that the Unacceptable Waste has been rejected by the Contractor. After notifying the driver, the Contractor shall: (a) load the Unacceptable Waste into the driver's vehicle; (b) place the Unacceptable Waste in a Mechanical Container; (c) segregate the Unacceptable Waste from the active Tipping Areas; or (d) otherwise manage the Unacceptable Waste in compliance with Applicable Law.

In all cases, the Contractor shall be deemed to have accepted the Solid Waste when the Solid Waste is unloaded at the Site, unless the Contractor informs the driver of the vehicle before the vehicle leaves the Site that that waste is being rejected as Unacceptable Waste and then takes one of the steps identified in Sections 12(a), (b), (c), or (d), above.

The procedures in this Section 12 must be followed if the Contractor wishes to reject any Solid Waste that is unloaded at the Site, including waste tires. If the Contractor fails to comply with these procedures, the Contractor shall be deemed to have accepted the Solid Waste.

Title, responsibility, and liability for all of the Solid Waste delivered to the Site shall pass to the Contractor when such Solid Waste is accepted at the Site. The Contractor shall arrange and pay for the disposal of all Solid Waste, including Unacceptable Waste, that is accepted at the Site.

SECTION 13: PROCESSING AND MANAGEMENT OF C&D

All of the C&D accepted by the Contractor shall be processed to remove Recyclable Materials. The Contractor shall use its best efforts to recycle all of the C&D. In all cases, the Contractor shall recycle and beneficially reuse at least sixty-five percent (65%) of the C&D.

All of the mechanical sorting and Processing of C&D must occur inside the Building on the Site. The Contractor is solely responsible for removing materials from the C&D that may damage the Contractor's Processing equipment. If any wood is removed from the C&D, the wood may be ground or chipped in the area on the Site that is directly east of the Building. Any grinding or chipping of wood shall be conducted in compliance with all Applicable Laws, including the requirements in Exhibit G (Settlement Agreement).

All of the C&D and other Solid Waste on the Site shall be handled on a "first in, first out" basis. Upon the County's request, the Contractor shall provide dated photographs demonstrating that the Contractor has systematically processed and removed all of the materials in its stockpiles on a "first in, first out" basis.

If the C&D accepted by the Contractor contains Yard Trash, the Contractor shall remove the Yard Trash from the C&D and then place the Yard Trash at a location in or near the Transfer Station, as designated by the Director pursuant to Section 28.6, below.

If the Contractor receives or generates Clean Debris, the Clean Debris may be disposed of on the County's adjacent property at no charge to the Contractor, subject to the conditions herein. In such cases, the Clean Debris shall be transported by the Contractor to the County's scale house, where the Clean Debris will be weighed by the County, and then the Contractor shall deliver the Clean Debris to a location on the County's property that has been designated by the Director. The County intends to use the Clean Debris as fill material or for other lawful purposes. Among other things, the County may use the Clean Debris to fill a retention area located on the County's property.

When the Contractor processes concrete, the Contractor shall cut or otherwise remove any exposed rebar that extends out of the concrete. The concrete shall not constitute Clean Debris and shall not be accepted by the County as Clean Debris if rebar extends outside of the concrete.

SECTION 14: TEMPORARY ON-SITE STORAGE

The Contractor shall process all of the C&D and other materials in each Load within five (5) Operating Days after the Load is accepted by the Contractor at the Site, or within the timetable allowed by the Permits, whichever is less. All of the Recyclable Materials and all of the non-recyclable materials in each Load must be removed from the Site within thirty (30) calendar days

after the Load is processed by the Contractor, or within the timetable allowed by the Permits, whichever is less.

All processed and unprocessed materials shall be stored in Mechanical Containers or in neat, compact areas on the Site that have been designated in the Operations Plan. Bollards or other containment methods shall be used to confine and manage any material that is not placed in a Mechanical Container.

Notwithstanding anything else contained herein, the Contractor shall not store, stockpile, or otherwise have more than a total of 5,000 tons of processed and unprocessed materials on the Site at any time. If more than 5,000 tons of processed and unprocessed materials are on the Site at any time, as determined by the County based on scale house records, the County may reduce the County's payments to the Contractor, as described in Section 28.3, below. In the alternative, the County may arrange for a third party to remove the excess materials from the Site and then deduct the cost of the third party's services from the compensation paid to the Contractor, as described in Section 28.2, below.

The Contractor may petition the County to increase the amount of on-Site storage when needed to address conditions resulting from a Force Majeure event. If the County grants the Contractor's petition, the Contractor shall promptly prepare and provide the County with an updated Operations Plan, which must demonstrate that the Contractor will be able to provide neat, orderly, and workmanlike operations on the Site after the on-site storage is increased.

SECTION 15: SITE MAINTENANCE

The Contractor shall maintain the Site in a clean, orderly, and workmanlike manner at all times. All litter on the Site must be picked up and removed each Operating Day. Each Operating Day the Contractor must use a power sweeper to sweep the roadways on the Site, the roadways leading from the County's scale house to the Site, and the roadways leaving from the Site to the scale house. Each Operating Day the Contractor must use a magnet to pick up and remove nails and other metal objects on the Site and in the same roadways. The Contractor shall be responsible for any damage to a Customer's vehicles, tires, or equipment that occurs as a result of the Contractor's operations.

Fugitive Emissions, Objectionable Odors, and nuisance conditions on the Site are prohibited. At a minimum, the Contractor shall water the on-Site roadways to prevent Fugitive Emissions from truck traffic. The Contractor also shall use water, misting systems or other appropriate measures to minimize the dust emitted from the operations inside the Building, as well as the operations in the Tipping Areas, the storage areas, and other areas on the Site that are outside of the Building. The Contractor shall monitor and measure the wind speed and direction throughout each Operating Day. The Contractor shall suspend part or all of its operations, as necessary, whenever the wind speed or direction indicates Fugitive Emissions are likely to occur.

SECTION 16: CONTRACTOR'S PERSONNEL AND EQUIPMENT

16.1 GENERAL REQUIREMENTS

The Contractor shall provide all equipment and personnel necessary to perform Contractor's duties under this Agreement in a safe, timely and efficient manner. All of the equipment used by the Contractor shall be designed for its proposed use. Such equipment shall be maintained and operated in accordance with the manufacturer's recommendations. The Contractor shall use its best efforts to keep its equipment in operating condition at all times. The Contractor shall make arrangements for or have access to additional equipment and workers, as necessary, to ensure that the Contractor's operations on the Site are not interrupted or halted. The Contractor shall have equipment and personnel available to properly inspect and receive the first Load and the last Load of C&D received each Operating Day at the Site.

16.2 MINIMUM QUALIFICATIONS

All of the Contractor's employees shall be competent and appropriately trained for the tasks assigned to them. All employees shall receive appropriate training before they commence work under this Agreement. The Contractor shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of this Agreement and all Applicable Laws.

The Contractor must have successfully operated a C&D Processing facility for at least two consecutive years before commencing work at the Site. The Contractor's operators and supervisors shall have a minimum of two years of prior experience operating facilities where C&D Debris is processed. The Contractor's operators and supervisors shall be certified as Transfer Station or Material Recovery Facility Operators. If an employee is not certified, the employee must be properly trained as a landfill spotter or transfer station spotter, before the employee begins to work at the Site.

16.3 EMPLOYEE CONDUCT

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

16.4 EMPLOYEE IDENTIFICATION

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

16.5 ATTIRE FOR EMPLOYEES

The Contractor's employees shall wear proper attire at all times when working at the Site under this Agreement. Proper attire shall consist of appropriate pants or shorts, a shirt with the Contractor's name or logo, and boots or similar footwear. Personal protective equipment (e.g., goggles; reflective vests) shall be worn, as necessary

16.6 THE CONTRACTOR'S COMPLIANCE WITH LABOR LAWS

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

The Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. 1324, et. seq., and the regulations relating thereto, as either may be amended from time to time. Failure to comply with the provisions of these Applicable Laws shall be considered a material breach and shall be grounds for termination of the Agreement.

SECTION 17: HOURS AND DAYS OF OPERATIONS

The County's normal hours and days of operation at the Center are Monday through Friday, from 7:30 a.m. to 5:00 p.m., and Saturday from 7:30 a.m. to 12:00 p.m. The County may change (increase or decrease) the days and hours of operation at the Center when needed to respond to a hurricane or other Force Majeure event. The Director shall provide reasonable notice to Contractor concerning any such change.

The Contractor shall receive C&D at the Site during the same hours and days that the County's Center is open to receive Solid Waste from the public. However, the Contractor may deviate from this schedule if the Contractor receives the Director's prior written approval for the deviation. The Contractor may enter the Site at 6:30 a.m. on Operating Days, subject to any security and safety requirements established by the Director.

The County's Center is closed on the following Holidays: Memorial Day; Labor Day; Fourth of July; Thanksgiving Day; Christmas Day; and New Year's Day. The Director may designate additional days as Holidays, as the County deems appropriate. The Director shall provide notice to the Contractor before designating additional Holidays.

SECTION 18: SPILLS AND ENVIRONMENTAL REMEDIATION

The Contractor shall immediately clean up any spills of oil, hydraulic fluid, or liquid waste at the Site or the Maintenance Building, regardless of whether the spill occurs due to the activities of the Contractor or its Customers. The Contractor shall use its best efforts to contain and control any spill. The Contractor shall keep spill kits and absorbent material available on the Site and Maintenance Building at all times in sufficient quantities to respond to any spill up to fifty (50) gallons. All of the Contractor's spotters and operators shall be trained concerning the proper response to spills, including spills involving Hazardous Materials.

The Contractor shall use best management practices to prevent spills from occurring. The Contractor's equipment shall be maintained and its supplies shall be stored in a manner that minimizes the risk of contamination to the Site. The Contractor shall be responsible for all costs of responding to and remediating the damages of any spill, including impacts to surface water or groundwater resulting from the Contractor's operations.

The Contractor shall immediately notify the County of any spill or leak that is estimated to be greater than fifteen (15) gallons. A written report shall be sent to the County within twenty-four (24) hours of any such incident. Photographs of the spill or leak, and a description of the Contractor's response, shall be included in the report.

SECTION 19: CONTINGENCY PLAN

The Contractor must prepare a Contingency Plan for its operations at the Site. The Contingency Plan must describe the procedures that will be followed whenever there is an unexpected accident or problem at the Site, including but not limited to hurricanes, accidents involving employees or Customers, the receipt or spill of Hazardous Materials, and similar events. The Contingency Plan shall identify the name and telephone number of each local, state, and federal agency that needs to be contacted in the event of a spill or emergency. The Contingency Plan also shall identify the individuals working for the Contractor, and the individuals working for the County, that must be notified concerning such events. The Contingency Plan shall include the telephone numbers and e-mail addresses for all such Persons.

The Contractor's Contingency Plan shall identify the steps that the Contractor shall take to repair or replace its equipment in a timely manner following a malfunction or other problem. The Contingency Plan shall contain the name and contact information for the companies that will provide spare parts, replacement equipment, and rental equipment in the event of a malfunction.

The Contingency Plan shall be updated each Operating Year in October or when otherwise necessary. The Contingency Plan shall be resubmitted to the Director within five (5) Operating Days after the plan is updated.

SECTION 20: COUNTY RESPONSIBILITIES REGARDING C&D

Whenever a Customer delivers a Load of C&D to the County's Center on or after the Commencement Date, the County shall direct the Customer to the Site. The County shall operate certified scales at the Center, which the County shall use to measure and record the

weight of each Load delivered to and removed from the Site. If the scales are temporarily inoperable, the County shall use tare weights, volumes, or other methods to estimate the weight of each Load delivered to or removed from the Site. The County shall provide daily, weekly, and/or monthly material tonnage reports to the Contractor, as needed. The County's scale house records will be available for inspection by the Contractor, upon request, following reasonable advance notice.

The County shall establish and maintain simple and clear classification codes to correspond with the various types of material delivered to and removed from the Site. The County staff shall communicate directly with the Contractor to ensure Customers are charged by the County for the appropriate type of material. The County shall determine the appropriate classification for each Load of Solid Waste or Recyclable Material delivered to or transported from the Site.

After the Contractor processes the C&D, the Contractor shall transport the non-recyclable materials from the Site to a location designated by the Director in or near the Transfer Station. Thereafter, the County shall place such materials into trucks for the transportation and disposal of the non-recyclable materials.

The County presently provides well water for use on the Site, including dust suppression. The County also has a water truck at the Center that the County will use, upon request, to assist with dust control for the on-Site roads. In the event a public water supply system is available in the future, County shall, at its cost, connect the public supply to the existing water lines on the Site. The connection will be metered and the monthly water bills will be paid by the Contractor.

The County shall be responsible for maintaining, testing, and inspecting the fire suppression system in the Building. The County also shall provide and maintain a water supply pipeline to the Building for the fire suppression system. The Contractor shall be responsible for installing a dust suppression system and connecting the Contractor's dust suppression system to the water supply pipeline.

The ventilation system in the Building is not operational. The County will refurbish the ventilation system, after receiving the Contractor's written request, if the refurbishment of the ventilation system is needed for the proper operation of the Contractor's dust suppression system.

The County shall provide directional traffic signs within the Site, consistent with the overall signage plan for the Center. The County also will provide signs concerning the types of materials that will be accepted at the Site.

At its option, the County may keep all of the Clean Debris, including clean concrete, dirt, and metals, that is delivered to the Center. The County may maintain storage areas at the Center for clean concrete and Clean Debris. Accordingly, the County may direct Loads of Clean Debris to a location on the Center, rather than directing such Loads to the Site.

Notwithstanding anything else contained herein, the County does not guarantee and affirmatively disclaims any representation or warranty concerning the quantity, quality, composition, or physical or chemical characteristics of the Solid Waste that will be delivered to the Contractor. The County does not provide any express or implied warranty concerning such material.

SECTION 21: USE OF THE SITE, BUILDING, AND MAINTENANCE BUILDING

The Contractor may occupy and use the County's Building for Processing C&D, and the Contractor may occupy and use the County's Maintenance Building, subject to the conditions herein. The Contractor acknowledges and agrees that the County provides no warranties or guarantees of any kind concerning the condition or capability of the Building or the Maintenance Building, both of which the Contractor accepts "as is" and "where is." The Contractor may install fixtures and equipment in the Building and Maintenance Building, and may make other improvements to the Building, Maintenance Building, and Site, after receiving the County's written approval, which shall not be unreasonably withheld or delayed. The Contractor shall use care in the performance of its services. The Contractor shall pay for and promptly repair all damages to the Building, Maintenance Building, and Site that occur as a result of the Contractor's activities. Upon the expiration or termination of this Agreement, the Contractor shall deliver possession of the Building, Maintenance Building, and Site to the County in the same condition the Building, Maintenance Building, and Site were in on the date when the Contractor took possession of them, except for ordinary wear and tear.

The Contractor and its employees may use the Site, the Building, and the Maintenance Building, subject to the requirements herein. The Contractor may store equipment, tools, supplies, and similar materials in the Building and the Maintenance Building. The Contractor may perform maintenance work on vehicles and heavy equipment in the Maintenance Building. The Contractor may store fuel, oil, solvents and similar materials in the Maintenance Building, as needed to service the Contractor's vehicles and heavy equipment. All of these activities must be performed in compliance with Applicable Law and this Agreement. The Contractor shall not store any materials or vehicles on the Site or the County's other property, and the Contractor shall not conduct any activities on the Site or the County's other property, except when expressly authorized herein or approved in advance in writing by the Director.

The Contractor and its employees shall be given access to and from the Site, following established lanes of traffic through the Center, for routine daily transits during the days and hours when the Center is open to the public. The Contractor and Director shall work together to develop a mutually acceptable protocol for providing access to the Site during emergencies or other unusual circumstances.

Scavenging is not permitted anywhere in the Center or the Site. The Contractor and its employees are not allowed to disturb, take, borrow, move, remove or use any items, supplies or equipment, including materials that have been set aside for Recycling or disposal, that belong to the County or any other Person, except with the prior written permission of the Director. Any

such activity occurring without prior written permission shall be treated as theft and reported to law enforcement agencies.

The Contractor and its employees shall not trespass on or enter in any facility, building, or area of the Center, except with the prior written permission of the Director.

The Contractor shall pay any and all utility bills for the Contractor's activities on the Site, including electricity, water, and telephone service. Public restroom facilities near the County's fuel area shall be dedicated to the Contractor and its employees. The Contractor shall keep these facilities clean and locked. These facilities are identified in Exhibit A as the Bathrooms.

SECTION 22: NO LIENS ON SITE

The Contractor covenants and agrees that: (a) the Contractor and its subcontractors (if any) shall have no power or authority to incur any indebtedness giving a right to a lien or encumbrance of any kind or character upon the right, title, and interest of the County in and to the Site or any of the County's other property; and (b) under this Agreement, no third person shall ever be entitled to any mortgage, encumbrance, or lien of any kind on the Site or the County's other property. All persons contracting with the Contractor, or furnishing materials or labor to the Contractor or to the Contractor's agents or servants, and all other Persons shall be bound by the provisions of this Agreement, which bars any lien on the real property that comprises the Site or on any of the County's other real property.

SECTION 23: NOTICE REGARDING LIENS

NOTICE IS HEREBY GIVEN THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY LABOR OR MATERIALS FURNISHED OR TO BE FURNISHED TO CONTRACTOR OR ANY OTHER PARTY CLAIMING UNDER THE CONTRACTOR UPON CREDIT, AND THAT NO CONSTRUCTION OR OTHER LIEN FOR ANY SUCH LABOR OR MATERIALS SHALL ATTACH TO OR AFFECT THE FEE ESTATE HELD BY THE COUNTY. NOTHING IN THIS CONTRACT, INCLUDING WITHOUT LIMITATION JOINDER BY THE COUNTY IN ANY APPLICATION OR APPROVAL, SHALL BE DEEMED OR CONSTRUED IN ANY WAY TO CONSTITUTE COUNTY'S CONSENT OR REQUEST, EXPRESS OR IMPLIED, BY INFERENCE OR OTHERWISE, TO ANY CONTRACTOR, SUBCONTRACTOR, LABORER, OR EQUIPMENT OR MATERIAL SUPPLIER FOR THE PERFORMANCE OF ANY LABOR OR THE FURNISHING OF ANY MATERIALS OR EQUIPMENT FOR ANY CONSTRUCTION, NOR AS GIVING THE CONTRACTOR OR ANY OTHER PERSON CLAIMING UNDER THE CONTRACTOR ANY RIGHT, POWER OR AUTHORITY TO CONTRACT FOR, OR PERMIT THE RENDERING OF, ANY SERVICES, OR THE FURNISHING OF ANY MATERIALS THAT WOULD GIVE RISE TO THE FILING OF ANY LIENS AGAINST THE FEE ESTATE. THE CONTRACTOR SHALL INDEMNIFY THE COUNTY AGAINST ANY CONSTRUCTION UNDERTAKEN BY THE CONTRACTOR OR ANYONE CLAIMING THROUGH THE CONTRACTOR, AND AGAINST ALL PROHIBITED LIENS.

SECTION 24: MEMORANDUM OF LEASE FOR PUBLIC RECORDS

Pursuant to Section 713.10(2)(b), Florida Statutes, the County and the Contractor agree to execute a short form Memorandum of Lease, in the form shown in Exhibit I, for the purpose of recording such form in the public records of Martin County, Florida.

SECTION 25: SUBLEASES, SUBCONTRACTS, AND ASSIGNMENT OF LEASE

The Contractor shall not sublease all or any portion of the Site. The Contractor shall not assign this lease or transfer controlling interest in the Contractor, except as provided in Section 54, below. The transfer or assignment of this Agreement shall require the prior written consent of the County. Any single transaction or combination of transactions that results in a controlling or majority interest in the Contractor, or substantially all of the Contractor's assets, being purchased by or merged with any other Person shall constitute a transfer of this Agreement. The Contractor shall not subcontract its duties or obligations under this Agreement without the prior written consent of the County. Before any subcontractor will be allowed to enter the Site, the Contractor must provide the Director with written notice that identifies the name of the subcontractor and a description of the work to be performed by the subcontractor. No subcontract shall relieve the Contractor of any of its duties or obligations to the County under this Agreement.

SECTION 26: CONTRACTOR'S CLOSURE OF SITE

When this Agreement expires or terminates, the Contractor shall complete its operations on the Site and close the Site in compliance with Applicable Law, including Chapter 62-701, F.A.C. Among other things, the Contractor shall remove all of the Solid Waste and Recyclable Materials from the Site. The Contractor also shall remove all of its equipment, tools, supplies, and personal property from the Site and the Maintenance Building, unless the Parties agree otherwise in writing. However, the Contractor shall have no obligation to remove the Building or any other structure, fixture, or accessory that was present on the Site when the Contractor took possession of the Site.

SECTION 27: COUNTY'S REPOSSESSION OF SITE

Upon the expiration or termination of this Agreement, the County is authorized to repossess the Site, including the Building and all improvements, fixtures, and personal property on the Site, either with or without legal process. With regard to such circumstances, the Contractor hereby waives any demand for possession of the property, and agrees to surrender and deliver the Site and property peacefully to the County. In the event of any forfeiture, the Contractor shall have no claim against the County for any improvements made on the Site or for any other cause whatsoever. The provisions of this Section 27 shall not be construed to divest the County of any legal right or remedy that it may have by statutory or common law, enforceable at law or in equity. This Section 27 affords the County a cumulative remedy, in addition to all other remedies available to it.

The Site, the Building, and the Maintenance Building are and at all times shall remain the property of the County. All structures, fixtures, equipment, supplies, and personal property of every kind hereafter erected, installed, or placed on the Site or Maintenance Building by the Contractor shall become the property of the County unless removed within thirty (30) days after the expiration or termination of this Agreement. At the end of such 30-day period, the Contractor shall forfeit all of its right, title, and interest in any such structure, fixture, equipment or property to the County, without any further action being required of the Parties. Upon the expiration or termination of this Agreement, the Contractor shall deliver possession of the Site, the Building, and the Maintenance Building, including all improvements, to the County, free and clear of all liens, encumbrances, and sub-leases. The Parties shall cooperate reasonably to achieve an orderly and expeditious transition of operations from the Contractor to the County.

SECTION 28: COMPENSATION FOR CONTRACTOR

28.1 INVOICES

The Contractor shall prepare and submit invoices to the County on a monthly basis for the services provided under this Agreement during the prior Operating Month. The Contractor's invoices shall be prepared in compliance with the format shown in Exhibit D. Each invoice shall be submitted with the monthly activity report that is required pursuant to Section 33, below. The weight (tonnage) of materials identified in the Contractor's invoice and monthly activity report shall be based on and consistent with the weight (tonnage) recorded by the County in its official records for the scale house.

The County's payments to the Contractor shall be calculated by (a) multiplying the Rate times the weight of the C&D accepted at the Site during the relevant Operating Month and (b) then subtracting the cost of transporting and disposing of non-recyclable materials during the relevant Operating Month. For example, in a hypothetical Operating Month in which the Contractor accepts 150 tons of C&D at the Site, the County's payments for that month shall be equal to the Rate multiplied by 150, minus the cost of transporting and disposing of materials (e.g., Yard Trash) that were sent to a disposal facility.

The Contractor shall receive no payment from the County for any shipments of non-recyclable materials or any other material destined for disposal. The Contractor also shall receive no payment from the County for any shipments of Recovered Screened Material.

The County shall pay all invoices in accordance with the Florida Prompt Payment Act, Section 218, Florida Statutes. The County may contest any charge shown in the Contractor's invoices, but the County shall promptly pay all uncontested amounts.

28.2 ADJUSTMENTS TO PAYMENTS

The County's payments to the Contractor shall be reduced: (a) pursuant to Section 28.3, below if the Contractor stores excessive amounts of material on the Site; (b) if the County pays any fines

or expenses as a result of any Citations received by the Contractor; (c) if the County pays any expense because of the Contractor's failure to comply with the requirements herein; or (d) if the County imposes any administrative assessments pursuant to Section 39, below .

28.3 ADJUSTMENTS FOR EXCESS STORED MATERIAL

The County's payments to the Contractor shall be reduced when the County determines the Contractor has more material on Site than is allowed pursuant to Section 14, above. The Contractor's monthly activity report shall identify the "Net Balance On Site," pursuant to Section 33 herein and Exhibit C. If the Net Balance On Site calculation shows that the Contractor has more than 5,000 tons of material on the Site (including all processed and unprocessed material), the compensation paid to the Contractor shall be reduced by One Dollar (\$1.00) for each ton of excess material on the Site. For example, if the Contractor has a total of 5,500 tons of processed and unprocessed material on the Site during an Operating Month, the County shall reduce the County's payments to the Contractor for that month by Five Hundred Dollars (\$500). A separate calculation shall be made each Operating Month.

28.4 PAYMENTS FOR INITIAL OPERATIONS

The County and the Contractor recognize and agree that the Contractor will need an initial period of up to six (6) months after the Commencement Date to implement its Operations Plan and optimize its operations. At any time during the initial six (6) months of operation, the Contractor may petition the County for progress payments. Upon receiving the Contractor's petition, the County shall pay the Contractor based on the weight of the C&D accepted and processed at the Site, up to a maximum of ten thousand (10,000) tons, provided the Contractor does not exceed the limitations in Section 28.3, above. During this period of time, the County shall weigh the Recyclable Materials and non-recyclable materials that are transported from the Site, but the County's payments to the Contractor will not be based on the weight of such shipments.

28.5 SALE OF RECYCLABLE MATERIAL

The Contractor shall take title to all of the C&D and other Solid Waste delivered to the Site when it is accepted by the Contractor. Accordingly, the Contractor is entitled to receive all of the proceeds derived from the sale of the Recyclable Materials and non-recyclable materials that the Contractor removes from the Solid Waste. The Contractor also is responsible and shall pay for the disposal of all of the non-recyclable materials and Solid Waste that the Contractor accepts at the Site.

28.6 DISPOSAL COST FOR NON-RECYCLABLE C&D AND YARD TRASH

The County's current contract for the disposal of C&D requires such material to be taken from the Transfer Station to the Okeechobee Landfill. Consequently, any non-recyclable material derived from the Contractor's operations at the Site must be taken from the County's Transfer Station to the Okeechobee Landfill. The current cost for hauling and disposal at the Okeechobee Landfill is Twenty-Nine Dollars (\$29.00) per ton. The Contractor also shall pay the cost for

hauling and disposal of any Yard Trash that is contained in the C&D it accepts on the Site. The current cost for hauling and disposal of Yard Trash is Twenty-Six Dollars (\$26.00) per ton. These prices may be adjusted from time to time, pursuant to the County's contracts. The Contractor shall pay the applicable price, as adjusted, for the transportation and disposal of such material. The Contractor shall deliver its non-recyclable materials, including Yard Trash, to a location in or near the Transfer Station, as designated by the Director. The County shall load the non-recyclable materials into trucks at the Transfer Station, without charge to the Contractor.

The County's current contract with the Okeechobee Landfill expires September 30, 2019. If the price paid by the Contractor for the transport and disposal of C&D or Yard Trash increases or decreases in the future by more than five percent (5%), the Rate paid to the Contractor shall be adjusted to reflect the increase or decrease in the Contractor's costs, upon request by either Party.

SECTION 29: CPI ADJUSTMENTS TO RATE

Subject to the conditions herein, on October 1, 2019 and each October 1 thereafter during the term of this Agreement, the Rate in Exhibit E shall be adjusted upward or downward by the Director in an amount that is equal to the percentage change in the Consumer Price Index ("CPI") during the most recent twelve (12) consecutive month period beginning on June 1 and ending on May 31. For example, with regard to the CPI adjustment on October 1, 2019, the relevant period will be June 1, 2018 through May 31, 2019.

At the County's option, the percentage change in the CPI may be obtained by consulting the website published by the U.S. Department of Labor, Bureau of Labor Statistics (www.bls.gov); See, e.g., Data Tools, All Urban Consumers (Current Series), tables, June 2018). In the alternative, the percentage change shall be calculated by the County using the following formula:

$$PC = \text{CPI 1 divided by CPI 2, minus 1.0, multiplied by 100}$$

Where:

PC is the percentage change in the CPI from one year to the next

CPI 1 is the CPI index number for the most recent June (e.g., June 2019)

CPI 2 is the CPI index number for June in the year before CPI 1 (e.g., June 2018)

Notwithstanding anything else contained herein, a single CPI adjustment to the Rate shall not exceed four percent (4%) and there shall be no "catch up" adjustment to the Rate in future years (i.e., there will not be an adjustment to the Rate in the future to offset or mitigate the effect of the four percent (4%) "cap" in a year when the CPI adjustment would exceed four percent (4%), but for the four percent (4%) limitation contained herein).

If the Director concludes, based on the requirements herein, that there shall be a CPI adjustment on October 1 of the next Operating Year, the Director shall promptly provide notice to the Contractor concerning the CPI adjustment. The Director also shall provide the Contractor with the County's calculations concerning the amount of the CPI adjustment. The Contractor shall

notify the Director within ten (10) Operating Days if the Contractor disagrees with the County's calculations.

If the CPI is discontinued or substantially altered, the County may select another relevant price index published by the United States government or by a reputable publisher of financial and economic indices.

SECTION 30: EXTRAORDINARY RATE ADJUSTMENTS

Once each Operating Year, before April 1, the Contractor may petition the Administrator for a Rate adjustment on the basis of extraordinary or unusual changes in the cost of its operations that could not reasonably be foreseen by a prudent Person. The Contractor's petition shall contain a detailed justification for the Rate adjustment. Among other things, the Contractor's petition shall include an audited statement of the Contractor's historical and current expenses, demonstrating that the Contractor has incurred an extraordinary increase in the Contractor's costs due to factors beyond the Contractor's control, which have occurred through no fault or negligence of the Contractor. The audited statement shall be prepared by a certified public accountant that is licensed in the State of Florida and not an employee of the Contractor or its affiliates. At its expense, the County may audit the Contractor's records to evaluate the Contractor's request. The Administrator may request, and upon request, the Contractor shall provide, all of the information that is reasonably necessary for the Administrator to evaluate the Contractor's petition. After receiving the requested information, the Administrator shall place the Contractor's petition and the Administrator's recommendations on the agenda for one of the Board's public meetings. The Contractor shall be given a reasonable opportunity at the Board's meeting to explain the basis for its petition.

The Board shall grant, grant in part, or deny the Contractor's request in a timely manner. The Board may deny the Contractor's request for any reason the Board deems appropriate. The Board's decision shall be final and non-appealable.

If the Contractor's request is granted in whole or in part, the Board may impose conditions or limitations on its approval. Among other things, the Board shall have the right to reduce the Contractor's Rate, if and to the extent that the factors causing the Contractor's price increase have been ameliorated or eliminated. Every twelve (12) months after a request is granted, the Administrator shall have the right to request, and the Contractor shall prepare promptly upon request, an updated audit and explanation of whether the extraordinary Rate increase should remain in effect. The Administrator may reduce the Contractor's Rate to the levels that were in effect before the extraordinary Rate increase was granted, or to an appropriate intermediate level, unless the Contractor demonstrates that the County should continue to pay the extraordinary Rate increase. The Administrator shall provide advance notice and a reasonable opportunity for the Contractor to be heard, before the Administrator reduces the Contractor's Rate. Any decision by the Administrator to reduce the Contractor's Rate may be appealed to the Board.

SECTION 31: MINIMUM INSURANCE REQUIREMENTS

31.1 CONTRACTOR'S INSURANCE

The Contractor shall maintain, on a primary and non-contributory basis, and at its sole expense, at all times after the Effective Date, until this Agreement expires or is terminated, policies of insurance that insure the Contractor against claims, demands, or causes of action for injuries received or damages to people or property caused by or resulting from the Contractor's negligent acts, and errors or omissions under this Agreement. At a minimum, the Contractor shall maintain at all times the following insurance coverage, with the limits and endorsements described herein. The requirements contained herein, as well as the County's review of and comments concerning the insurance maintained by the Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement.

- (a) Loss Deductible Clause: The County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- (b) Worker's Compensation Insurance: The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the Site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide and cause each subcontractor to provide adequate insurance, satisfactory to the County, for the protection of its employees not otherwise protected. Coverage shall include Employers Liability \$100,000 each accident, \$100,000 each Disease/Employee and \$500,000 each Disease/Maximum.
- (c) Commercial Automobile Liability Insurance: The Contractor shall take out and maintain during the life of this Agreement Comprehensive Automobile Liability Insurance for "Any Auto" (owned, hired and non owned) for a minimum of \$1,000,000 Combined Single Limit.
- (d) Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Commercial General Liability insurance including coverage for bodily injury, property damage, personal/advertising injury and products/completed operations for negligent acts which may arise from operations under this Agreement whether such operations are alone or by anyone directly or indirectly employed by it. The policy shall include Contractual Liability to cover the hold harmless and indemnity provisions in this Agreement.

A per project limit of liability is required. The amounts of such insurance shall be the minimum limit as follows:

Each Occurance -	\$1,000,000	
Personal/Advertising Injury -	\$1,000,000	
Products/Completed Operations Aggregate -		\$2,000,000
General Aggregate -	\$2,000,000	
Fire Damage -	\$100,000 any 1 fire	
Medical Expense -	\$10,000 any 1 person	

- (e) Commercial Automobile and General Liability Insurance: The Contractor shall require each of its subcontractors to procure and maintain during the life of the subcontract, insurance of the type specified above, or the Contractor shall insure the activities of its subcontractors in its policy, as specified above.
- (f) Waiver of Subrogation. The Contractor hereby waives any and all rights of subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

31.2 CERTIFICATE(S) OF INSURANCE

On or before the Effective Date, the Contractor shall provide the County with a Certificate of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect. Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify requirement, when available by endorsement from the Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, the Contractor shall provide notice to the County by email to pur_div@martin.fl.us within five (5) Operating Days, and the notice shall include a copy of the non-renewal or cancellation notice or a written statement specifically identifying the coverage that is no longer in compliance. The Certificate of Insurance shall identify the County's RFP (RFP-2019-3100) and this Agreement in the Certificate. The Certificate Holder shall be identified as:

Board of County Commissioners of Martin County
2401 SE Monterey Road
Stuart, Florida 34996

The County shall have the right to withhold any payment to the Contractor until evidence of coverage, reinstated coverage, or replacement coverage is provided to the County. If the Contractor fails to maintain the insurance required herein, the County shall have the right, but

not the obligation, to purchase replacement insurance to satisfy the unmet requirements, and the Contractor shall reimburse any premiums or other expenses incurred by the County.

SECTION 32: PERFORMANCE BOND

The Contractor shall furnish to the County an irrevocable, annually renewable, Performance Bond for the faithful performance of this Agreement and all of the Contractor's obligations hereunder. The Performance Bond shall be in the amount of One Hundred Fifty Thousand Dollars (\$150,000). The form and content of the Performance Bond shall be substantially the same as the draft bond in Exhibit F and shall be subject to the approval of the County Attorney and Risk Manager. The Performance Bond shall be issued by a surety company that is acceptable to the County. At a minimum, the surety company shall be rated "A" or better as to management and "FSC VIII" or better as to strength by Best's Insurance Guide or Surety and shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds. The Surety shall have been in business and have a record of successful and continuous operation for at least five (5) years. The Performance Bond shall: (a) contain any provisions required by Applicable Law; (b) guarantee the performance of the Agreement; and (c) not be canceled or altered without at least thirty (30) calendar days prior notice to the County. The Contractor shall furnish the Performance Bond to the County's Purchasing Manager at the address provided in Section 59, below, on or before the Effective Date. The Performance Bond shall be maintained in full force and effect at all times during the term of this Agreement.

Maintenance of the Performance Bond and the performance by the Contractor of all of the obligations under this Section 32 shall not relieve the Contractor of liability under the default and termination provisions set forth in this Agreement or from any other liability resulting from any breach of this Agreement. The Performance Bond may be "called" and used if there is any default or breach of this Agreement by the Contractor. Calling or using the Performance Bond shall not restrict or preclude the use of any other remedies available to the County against the Contractor for breach, default, or damages.

In the event of a strike of the employees of the Contractor or any other labor dispute which makes performance of this Agreement by the Contractor substantially impossible, the County shall have the right to call the Performance Bond five (5) days after giving notice to the Contractor. The County shall have the right, but not the obligation, to engage another Person to provide the necessary services under this Agreement.

SECTION 33: RECORDKEEPING AND REPORTING

The Contractor shall be solely responsible for keeping all of the records and documents necessary to demonstrate that Contractor has performed its duties in compliance with the requirements in this Agreement. The Contractor's records shall be accurate, well-organized and up-to-date at all times. The Contractor's records concerning its performance under this Agreement shall be kept in the Contractor's local office or in another location in Martin County for at least three (3) years following the expiration or termination of this Agreement.

The Contractor shall prepare and provide the County with a monthly activity report for each Operating Month. The monthly activity report shall follow the format shown in Exhibit C. The monthly activity report shall include the following information:

- (a) The weight of all inbound material accepted at the Site, the weight of all outbound Recyclable Material transported from the Site, the weight of all outbound non-recyclable material, the weight of all remaining onsite material (i.e., the Net Balance On-Site), and the percentage of C&D that was recycled. All data reported must agree with the County's scale house data.
- (b) A daily log of the hours of the Contractor's operations on site.
- (c) A daily log for each employee on-Site, including supervisors, operators, spotters, and any other full-time, part-time or casual laborers, indicating the times when the employee arrived and left the Site.
- (d) A daily log concerning the weather conditions on the Site, including wind speed and direction.
- (e) The date, time, location, and description of all watering methods used to control Fugitive Emissions.
- (f) The date, time, and wind speed when Contractor's operations were suspended due to the possibility of Fugitive Emissions.
- (g) The date, time, and location of each injury to the Contractor, its employees, or Customers requiring medical attention. These incidents also shall be reported to the County as soon as possible after providing treatment, followed by a written incident report within twenty-four (24) hours. All such incidents shall be noted in the Contractor's daily log.
- (h) All incidents involving damage to the County's Building, Maintenance Building, property, or equipment shall be reported to County immediately and included in the monthly activity report.

All of the Contractor's reports to the County shall be submitted in an electronic (digital) format that is compatible with the County's software (currently Microsoft). Hard copies also shall be provided, if requested by the Director. The format and content of the Contractor's reports are subject to the Director's approval. The reports shall be signed by the District Manager or other duly authorized representative of the Contractor.

All of the Contractor's reports and logs shall be maintained in an electronic database that is compatible with the County's software systems. The database shall be available for inspection by the County at any reasonable time during normal business hours. Upon request, the information in the reports and logs shall be provided to the Director within five (5) Operating

Days. The general format and content of the Contractor's logs shall be subject to the Director's approval.

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

The County shall have the right to inspect, copy, and audit, at the County's expense, all of the Contractor's records concerning the Contractor's services under this Agreement, except the Contractor's confidential personnel records and the Contractor's confidential profit and loss statements. The Contractor's records shall be made available for inspection in the County during normal business hours, or the records shall be submitted to the County in an electronic (digital) format, within five (5) Operating Days after the Director requests the records.

SECTION 34: PUBLIC RECORDS

In accordance with Chapter 119, Florida Statutes, any written documents that are submitted to the County will become the property of the County and will not be returned. All information contained within such documents shall be available for public inspection, except as otherwise provided under Chapter 119, Florida Statutes, or other Applicable Laws. If the Contractor claims that any documents provided to the County are exempt from Florida's public records laws, the Contractor must identify specifically any information that the Contractor considers confidential, proprietary, or trade secrets, and the Contractor must specifically cite the applicable law creating such exemption. In the event that the County is served with a subpoena or order of a court or agency seeking disclosure of a document identified by the Contractor as exempt from disclosure, the County shall notify the Contractor, and provide the Contractor with an opportunity to seek an appropriate protective order or other relief. The County may disclose any document in accordance with a lawful court or agency order, in the event that the Contractor fails to obtain a protective order, or other appropriate relief barring the disclosure of the Contractor's documents.

The Parties acknowledge and agree that the statements and provisions below are required to be included in this contract pursuant to Section 119.0701(2), Florida Statutes. The inclusion of this statement and provisions below shall not be construed to imply that the Contractor has been delegated any governmental decision-making authority, governmental responsibility, or governmental function, or that the Contractor is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, or that the statements or provisions are otherwise applicable to the Contractor. As stated below, the Contractor may contact the County's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Contractor is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the Contractor advice regarding its legal rights or obligations. The County shall provide the Contractor with written notice if the name or contact information for the Public Records Custodian changes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACTOR'S WORK UNDER THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NO. 772-419-6959; E-MAIL: PUBLIC_RECORDS @MARTIN.FL.US; MAILING ADDRESS: 2401 SE MONTEREY ROAD, STUART, FLORIDA 34996.

If the Contractor is providing services and is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, the Contractor shall comply with the public records law and shall:

- (a) Keep and maintain public records required by the County to perform the services.
- (b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the County.
- (d) Upon completion of the Contractor's work under this Agreement, transfer at no cost to the County, all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Failure of the Contractor to comply with Chapter 119, Florida Statutes, or the requirements of this Section 34 shall constitute a default under this Agreement and shall be grounds for termination of this Agreement.

SECTION 35: REGULATORY COMPLIANCE

The Contractor must obtain and maintain at all times any and all permits and licenses required to complete its work under this Agreement. The Contractor shall comply with all Applicable Laws. The Contractor shall follow the best management practices applicable to each aspect of the Contractor's activities.

The Contractor's activities on the Site are subject to regulation by the Florida Department of Environmental Protection ("FDEP") pursuant to the settlement agreement that is attached hereto as Exhibit G, and the FDEP Operating Permit that is attached hereto as Exhibit H, as well as any revisions to these documents that may be made from time to time. Pursuant to these and other applicable FDEP requirements, the Contractor shall use all reasonable measures to control Fugitive Emissions from all sources at the Site. Consistent with Section 15, above, the Contractor shall ensure that the on-Site management, Processing, storage and transport of materials does not cause Fugitive Emissions.

The Contractor must submit an Annual Recovered Materials Report, and a Construction and Demolition Debris Facility Report, to FDEP before February 1st of each year. The Contractor shall provide the County copies of these reports and all other reports that are sent to local, state or federal environmental agencies. All reports must be submitted to the County when they are submitted to the environmental agencies.

The Contractor shall coordinate with the County before the Contractor contacts or otherwise communicates with the FDEP concerning the settlement agreement and Operating Permit that are attached hereto as Exhibits G and H. The County shall have exclusive authority to determine whether to seek any amendments or modifications of the requirements contained in these documents.

SECTION 36: CITATIONS FOR NONCOMPLIANCE WITH AGENCY REGULATIONS

The Contractor shall conduct its operations in compliance with all Applicable Laws and this Agreement. If the Contractor receives any Citations, the Contractor shall provide a copy of each Citation to the County no later than five (5) Operating Days after the Citation is received by the Contractor. Thereafter, the Contractor shall keep the County informed about the on-going status of the Contractor's efforts to address the Citation. The Contractor shall notify the County when the Citation has been satisfactorily resolved. The Contractor shall pay all costs of investigating and responding to Citations, all costs of correcting deficiencies and achieving compliance with Applicable Law, and all fines assessed as a result of the Contractor's noncompliance with Applicable Law.

SECTION 37: THE CONTRACTOR'S RELATIONSHIP WITH THE COUNTY

37.1 AVAILABILITY OF THE CONTRACTOR'S REPRESENTATIVES

The Contractor shall cooperate with the County in every reasonable way to facilitate the successful completion of the activities contemplated under this Agreement. The Director shall have twenty-four (24) hour access to the Contractor's District Manager via telephone and electronic mail from the County. Answering machines, pagers, or other devices that do not provide for immediate contact with the Contractor's District Manager shall not satisfy the requirements of this paragraph. The Contractor's District Manager shall meet with the Director within five (5) Operating Days after receiving a request for a meeting to discuss the Contractor's performance under this Agreement or other issues of concern to the Director.

37.2 DIRECTOR'S REVIEW OF THE CONTRACTOR'S PERFORMANCE

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

37.3 THE COUNTY'S RIGHT TO INSPECT THE CONTRACTOR'S OPERATIONS

The County shall have the right to inspect the Contractor's facilities and operations at any reasonable time to determine whether the Contractor's performance complies with the requirements of this Agreement. The Contractor shall make its facilities and operations available for the County's inspection and shall cooperate fully. The County is not obligated to provide advance notice of its inspections.

37.4 THE COUNTY'S RIGHT TO REVIEW OR APPROVE

Whenever this Agreement authorizes the County or one of its representatives (e.g., the Director) to approve a request by the Contractor, the County shall have the right to withhold its approval until the Contractor submits all of the information needed to evaluate the Contractor's request. The County shall fairly and objectively evaluate the information provided by the Contractor, as well as any other relevant facts. However, the County shall have the exclusive right to weigh the relevant facts and determine whether the approval of the Contractor's request is consistent with the requirements in this Agreement and the public interest.

Under this Agreement the County shall have the right, but not the obligation, to review and comment on various documents provided by the Contractor, including the Transition Plan, Operations Plan, Contingency Plan, performance bond, and insurance. The County's failure to review or comment on any such document shall not in any way diminish the Contractor's duties, obligations, or liabilities hereunder. If the County notifies the Contractor that one of its plans or other documents fails to comply with the requirements in this Agreement, the Contractor shall revise the document to correct the defect and then the Contractor shall submit the revised document to the County for its review, within ten (10) Operating Days after receiving the County's notice.

37.5 THE COUNTY'S RIGHT TO REQUIRE PERFORMANCE

The County shall have the right to take all steps necessary to ensure that the Contractor performs all of its duties and obligations under this Agreement in compliance with the requirements herein. If the Contractor fails to perform in compliance with this Agreement, the Director may instruct the Contractor to remedy the deficiency in the Contractor's performance. If the Contractor fails to do so within three (3) Operating Days after the Contractor receives the Director's request, or within such additional time as the Director deems reasonable under the circumstances, the County may take such measures as it deems appropriate using its own resources or by using a third party vendor to complete the tasks required. The County may deduct the cost of performing such tasks from the County's monthly payments to the Contractor. The remedies in this Section 37.5 shall be in addition to and not in lieu of any other remedy contained herein.

37.6 EDUCATIONAL TOURS

When requested by the Director, the Contractor shall conduct educational tours of the Site for the County, students, and other members of the public. The Director shall provide reasonable advance notice to the Contractor before scheduling any such tours. The Director shall coordinate with the Contractor to ensure that such tours do not unduly interfere with the Contractor's operations at the Site.

37.7 MODIFICATIONS TO SCOPE OF SERVICES

The Contractor's scope of services under this Agreement may be modified pursuant to written amendments of this Agreement, but only if such amendments are mutually acceptable to both Parties and executed in accordance with the procedures set forth herein. For example, the Contractor and the County may wish to consider the following amendments to this Agreement in the future:

- (a) Processing Services. The Contractor may be asked, from time to time, to perform additional services affiliated with Processing Solid Waste at the Site or the Center.
- (b) Emergency Services. In the event of an emergency or Force Majeure event:
 - (1) The Contractor may be asked to provide emergency services to the County. This work may include supplemental Processing at the Site, the Center, or other locations designated by the County.
 - (2) Notwithstanding anything else contained herein, the County shall have the exclusive right to determine how and when it responds to an emergency or Force Majeure event. The County may hire additional third-party contractors or use the County's own employees and resources to address such conditions. The Contractor shall have no right to additional compensation for providing

services during an emergency or Force Majeure event, unless the County and the Contractor execute an appropriate written agreement authorizing additional payments for the Contractor's services.

- (3) Any compensation paid to the Contractor for providing emergency services shall be determined solely by the County and shall be limited to either:
 - (i) Rate established in this Agreement or
 - (ii) The rates for labor and equipment established or approved by the Federal Emergency Management Agency.
- (c) Public convenience center. The County may wish to provide a public drop-off center or convenience center in the future. The County and the Contractor agree to work cooperatively and in good faith to evaluate the potential cost, location, operation, and benefits of such a facility.
- (d) Emerging markets and technologies. The County and the Contractor agree that Recycling markets and technologies are continuing to evolve. The Parties agree to work cooperatively to evaluate changes that have the potential to reduce the costs of Recycling, improve Recycling operations, or improve Recycling rates.

SECTION 38: NO LIABILITY FOR FORCE MAJEURE EVENTS

If the County or the Contractor is unable to perform or is delayed in the performance of any obligations under this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused for any time during which compliance is prevented by such event and during such period thereafter as may be reasonably necessary for the County or the Contractor to correct the adverse effect of such event of Force Majeure.

The Contractor shall not be entitled to compensation from a Customer or the County for such period of time when the delay or non-performance occurs, but the Contractor will be entitled to pro-rata compensation after the Contractor's work has been completed. The County shall not be liable for any loss suffered by the Contractor as a result of an event of Force Majeure.

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

To be entitled to the benefit of this Section 38, a Party claiming an event of Force Majeure shall give prompt written notice to the other Party, specifying in detail the event of Force Majeure, and shall diligently proceed to correct the adverse effect of any Force Majeure. The Parties agree that, as to this Section 38, time is of the essence.

SECTION 39: ADMINISTRATIVE CHARGES

The County and the Contractor acknowledge and agree that it is difficult or impossible to

accurately determine the amount of damages that would or might be incurred by the County due to those failures or circumstances described in this Section 39 and for which the Contractor would otherwise be liable. Accordingly, the Contractor and the County have established the terms and amounts of the administrative charges set forth herein, and the Parties agree that the administrative charges are reasonable under the circumstances. The Contractor and the County also have consulted with their legal counsel and confirmed that these administrative charges are appropriate. Therefore, the following administrative assessments shall constitute liquidated damages, not penalties, for the Contractor's breach of this Agreement:

- (a) Failure to pick up or clean up Solid Waste, litter, or other material on the Site in compliance with the requirements in this Agreement, within one Operating Day after receiving oral notification by the Director. Each failure shall result in the imposition of a One Hundred Fifty Dollar (\$150) assessment. An additional assessment shall be imposed for each additional Operating Day of delay.
- (b) Failure to clean up spilled liquids, including but not limited to leachate, oil, and hydraulic fluids, within the deadlines set forth in Section 18. Each failure shall result in the imposition of an assessment of Five Hundred Dollars (\$500). An additional assessment shall be imposed for each additional Operating Day of delay.
- (c) Failure to prevent Fugitive Emissions on the Site. Each occurrence of Fugitive Emissions shall result in the imposition of an assessment in the amount of Three Hundred Dollars (\$300). An additional assessment shall be imposed for each additional Operating Day of delay.
- (d) Failure to have a vehicle operator properly licensed, or failure of the operator to carry his license while on duty. Each failure shall result in the imposition of an assessment in the amount of One Hundred Dollars (\$100).
- (e) Failure to file a report or document required herein within five (5) Operating Days after receiving written notice from the County that such report or document is overdue. Each failure shall result in the imposition of an assessment in the amount of One Hundred Dollars (\$100) for each report or document. An additional assessment shall be imposed for each additional Operating Day of delay.
- (f) Placing, storing, or otherwise having any vehicles, equipment, supplies, processed or unprocessed Solid Waste, Recyclable Materials, or other materials outside the Site, and on the County's property, without receiving the Director's prior written approval for such actions, more than two (2) Operating Days after receiving the Director's oral instructions to remove the same. Each such event shall result in the imposition of an assessment in the amount of Two Hundred Dollars (\$200). An additional assessment shall be imposed for each additional Operating Day of delay.
- (g) Failure to sweep the roadways or use a magnet to remove metal objects on the roadways in compliance with the requirements in Section 15, within one (1)

Operating Day after receiving the Director's oral notification to perform such tasks. Each failure shall result in an assessment in the amount of Two Hundred Dollars (\$200). An additional assessment shall be imposed for each additional Operating Day of Delay.

SECTION 40: OPERATIONS DURING DISPUTE

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

SECTION 41: LIABILITY AND DAMAGES

41.1 LIABILITY

The Contractor shall be liable for all injuries and conditions that are caused by or result from the Contractor's actions, including but not limited to the Contractor's failure to perform in accordance with the terms of this Agreement.

41.2 DAMAGES

The measure of damages to be paid by the Contractor to the County or by the County to the Contractor, due to any failure by the Contractor or the County to meet any of its obligations under this Agreement, shall be the actual damages incurred by the County or the Contractor. Neither Party shall have any liability under this Agreement for consequential, delay, special, indirect, or punitive damages. The foregoing shall apply except as provided for under either Party's rights to the Performance Bond or insurance proceeds, or as provided by Applicable Law.

If the Contractor fails to comply with any Applicable Law, the Contractor shall promptly pay to the County the following:

- (a) All lawful fines, penalties, and forfeitures charged to the County by any judicial order or by any governmental agency responsible for the enforcement of the Applicable Law; and
- (b) The actual costs incurred by the County as a result of the Contractor's failure to comply with the Applicable Law, including any costs incurred in investigating and remedying the conditions which led to or resulted from the Contractor's failure to comply with the Applicable Law.

41.3 NO PERSONAL LIABILITY

Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, employee, agent or representative of the County or the Contractor.

SECTION 42: INDEMNIFICATION

To the greatest extent allowed by Applicable Law, the Contractor releases and shall indemnify, hold harmless, and, if requested by the County, defend, each County Indemnified Party from and against any Indemnified Loss. The obligation of the Contractor under this Section 42 is absolute and unconditional; to the extent allowed by Applicable Law or not otherwise prohibited, it is not conditioned in any way on any attempt by a County Indemnified Party to collect from an insurer any amount under a liability insurance policy, and is not subject to any set-off, defense, deduction, or counterclaim that the Contractor might have against the County Indemnified Party.

The County may employ any outside counsel of its choice or may use its in-house counsel to enforce or defend the County's right to indemnity provided by this Agreement. If a County Indemnified Party requests that the Contractor defend it with respect to any Indemnified Loss, the County Indemnified Party may participate in the defense at the Contractor's sole cost and expense. The Contractor shall advance or promptly reimburse to a County Indemnified Party any and all costs and expenses incurred by the County Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the County Indemnified Party is entitled to indemnification under this Agreement, whether or not the County Indemnified Party is a party or potential party to it.

SECTION 43: DISPUTE RESOLUTION AND LITIGATION

43.1 GOVERNING LAW

The laws of the State of Florida shall govern this Agreement.

43.2 DISPUTE RESOLUTION

As a condition precedent to the filing of any legal proceedings, the Parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation may be initiated by any Party by serving a written request for same on the other Party. The Parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the Parties cannot agree on the selection of a mediator, then the County shall select the mediator, who, if selected solely by the County, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each Party to the mediation.

43.3 ATTORNEY'S FEES

The Parties expressly agree that each Party shall bear and pay its own attorneys' fees for any mediation, litigation, dispute, or other activity related to or arising from this Agreement.

43.4 VENUE

The Parties agree that with respect to any action, suit, or other proceeding to enforce, interpret, or apply the provisions of this Agreement, each Party irrevocably submits to the exclusive jurisdiction of the state and federal courts in and for Martin County, Florida.

43.5 WAIVER OF JURY TRIAL

The Parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury. THE COUNTY AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION OR ENFORCEMENT OF THIS AGREEMENT.

43.6 WAIVER OF TORT CLAIMS

The Parties expressly and specifically hereby waive all tort claims they may have arising under or in any way connected with this Agreement.

43.7 REMEDIES ARE CUMULATIVE

Except as otherwise expressly provided herein, the remedies specified in this Agreement supplement, and are not in lieu of, any other remedies provided at law or in equity.

SECTION 44: NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Agreement shall constitute a waiver of the County's sovereign immunity in tort actions or any provisions in Section 768.28, Florida Statutes. Nothing in this Agreement shall constitute the County's consent to be sued by any third party in any matter arising out of this Agreement.

SECTION 45: NO THIRD PARTY BENEFICIARIES

This Agreement does not create any third party beneficiaries. This Agreement confers no rights whatsoever upon any Person other than the County and the Contractor. This Agreement does not create and shall not be interpreted as creating any standard of care, duty, or liability to any Person not a Party hereto, except County Indemnified Parties.

SECTION 46: ENVIRONMENTAL CONDITIONS ON SITE

The Contractor recognizes and acknowledges that the Center has been used for the management and disposal of Solid Waste and, further, groundwater contamination has been detected in the past beneath portions of the Center. In addition, the Contractor recognizes and acknowledges that the County makes no representations or warranties whatsoever concerning the environmental conditions on, in, or beneath the Center. The County also makes no

representations or warranties as to whether any pollution or Hazardous Material exists on, in, or beneath the Site.

SECTION 47: PRE-EXISTING CONTAMINATION

The Contractor shall have no liability to the County for any pollution, Hazardous Material, or other contamination on, in, or beneath the Site to the extent that it (a) is present on the date when the Contractor takes possession of the Site or (b) is caused by or results from a release, discharge, or migration of pollution or Hazardous Material on to the Site as a result of the County's acts or omissions. However, notwithstanding the foregoing, the Contractor shall be responsible and liable for pollution, Hazardous Material, or other contamination in, on, beneath, or adjacent to the Site to the extent that it is caused by or results from the Contractor's acts or omissions. For purposes of this Section 47, the acts and omissions of the County and the Contractor include the acts and omissions of their respective officers, employees, agents, invitees, contractors, subcontractors, and anyone acting on their behalf.

SECTION 48: BREACH AND TERMINATION OF AGREEMENT

48.1 TERMINATION BY EITHER PARTY FOR CAUSE

Subject to the other provisions contained herein, either Party may terminate this Agreement if the other Party fails to perform any of its material obligations hereunder. A default by Contractor shall include but not be limited to the following:

- 48.1.1 Refusing to comply with any lawful order of the Director.
- 48.1.2 Failing to begin work within the time specified in this Agreement.
- 48.1.3 Discontinuing operations without prior authorization from the Director.
- 48.1.4 Failing to resume work that has been suspended within a reasonable time, not to exceed two (2) Operating Days, after being notified to do so.
- 48.1.5 Failing to obey any Applicable Law.
- 48.1.6 Soliciting or accepting any Rate, charges or fees from Customers.
- 48.1.7 Failing to deliver Recyclable Materials or non-recyclable materials, including Unacceptable Waste, to a facility approved to receive such materials, pursuant to Applicable Law.
- 48.1.8 Failing to pay, or circumventing the payment of, any fee that the Contractor is obligated to pay pursuant to this Agreement.

- 48.1.9 Failing to comply with the procedures in the Contractor's Operations Plan.
- 48.1.10 Failing to obtain or continuously maintain insurance policies in the manner required herein.
- 48.1.11 Failing to pay, when due, any sums owed to a subcontractor for services or materials provided pursuant to this Agreement.
- 48.1.12 Failing to provide or continuously maintain the Performance Bond required pursuant to Section 32.
- 48.1.13 A representation or warranty provided by the Contractor in this Agreement is or becomes inaccurate in any material respect.
- 48.1.14 Failing to recycle at least seventy-five percent (75%) of the C&D accepted at the Site for three (3) consecutive Operating Months or four (4) Operating Months in any Operating Year.
- 48.1.15 Failing to comply with the limitations in Section 14 concerning the on-Site storage of C&D and other materials (5,000 tons) for three (3) consecutive Operating Months or four (4) Operating Months in any Operating Year.

Before a Party may terminate this Agreement pursuant to this Section 48.1, the non-defaulting Party shall give written notice to the other Party that a default exists which will, unless corrected, constitute an event of default on the part of the defaulting Party. The notice shall inform the defaulting Party that this Agreement shall be terminated unless the default is cured within seven (7) calendar days following the defaulting Party's receipt of the notice. If a cure cannot reasonably be effected within seven (7) days despite the exercise of due diligence, the defaulting Party may request an extension of the cure period. In such circumstances, the defaulting Party shall submit its written request to the non-defaulting Party, explaining in detail why the cure cannot be completed within seven (7) days. The request shall be delivered prior to the expiration of the cure period. If the defaulting Party's request is reasonable, as determined by the Administrator in cases where the defaulting Party is the Contractor, the time to cure the default shall be extended to include such additional time as is reasonably necessary to effect a cure, provided that the defaulting Party exercises continuous diligent efforts to cure the default during the extended cure period. If the defaulting Party fails to cure the default within the cure period, the non-defaulting Party may terminate this Agreement. The termination shall take effect as of the date specified by the non-defaulting Party. Upon termination, the non-defaulting Party may cure the default at the expense of the defaulting Party, and have recourse to any other right or remedy to which the non-defaulting Party may be entitled under this Agreement, at law, or in equity.

Notwithstanding anything else contained herein, each of the events described in Sections 48.1.16, 48.1.17, 48.1.18, and 48.1.19, below shall constitute an event of default for

which there shall be no opportunity to cure. For such events, termination shall be effective three (3) calendar days after the non-defaulting Party gives notice to the defaulting Party or at such other time designated by the non-defaulting Party.

48.1.16 Voluntary Bankruptcy

Written admission by a Party that it is bankrupt; or filing by a Party of a voluntary petition under the Federal Bankruptcy Act; or consent by a Party 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 a Party with, or for the benefit of, its creditors or assigning to a trustee, receiver, or similar functionary (regardless of how designated) all or a substantial portion of a Party's property or business; or by becoming insolvent.

48.1.17 Involuntary Bankruptcy

Final adjudication of a Party as bankrupt under the Federal Bankruptcy Act.

48.1.18 Public Entity Crime

The Contractor is placed on a convicted vendor list following a conviction for a public entity crime; or

48.1.19 Fraud

The Contractor commits an act or omission constituting fraud, gross negligence, misfeasance, or willful malfeasance toward the County.

48.2 HABITUAL VIOLATIONS

If the Contractor frequently, regularly, or repetitively fails to comply with its obligations and requirements under this Agreement, the County may conclude that the Contractor is a "habitual violator," regardless of whether the Contractor has corrected each individual failure of performance or paid administrative assessments for such failures of performance. In such circumstances, the Contractor shall forfeit the right to receive any further notice or grace period to cure its failures of performance, and all of the prior defaults under this Agreement shall be considered cumulative and collectively shall constitute a condition of irredeemable default. If the County concludes the Contractor is a habitual violator, the County shall issue a final warning to the Contractor, citing the grounds for the warning, and any single default by the Contractor thereafter shall be grounds for immediate termination of this Agreement. If any subsequent default occurs, the Board may terminate this Agreement after giving written notice to the Contractor. The termination shall be effective upon the date designated by the Board.

48.3 INTERIM OPERATIONS

In the event that this Agreement is terminated before the end of any term, the Contractor shall continue its operations for an interim period of up to six (6) additional Operating Months if requested to do so by the County. The Contractor shall be paid for its services during said interim period at the Rate authorized under this Agreement, subject to any adjustments pursuant to Sections 28 and 29.

Notwithstanding anything else contained herein, the County may hire an alternate Person to provide Processing services if the Contractor fails to provide Processing services for a period of two (2) consecutive Operating Days. The County's interim service provider shall continue to provide Processing services until the Contractor demonstrates to the County's satisfaction that the Contractor is able to resume work in compliance with the requirements in this Agreement. However, if the Contractor is unable for any reason to resume performance within thirty (30) calendar days, the County may terminate this Agreement, effective as of the date designated by the County. The Contractor shall reimburse the County for any and all reasonable costs incurred by the County related to or arising from the use of an alternate Person to provide Processing services.

48.4 EFFECT OF TERMINATION

If this Agreement is terminated pursuant to the provisions of this Section 48, neither the County nor the Contractor shall have any further duty, right, liability, or obligation under this Agreement, except that: (a) a Party will not be relieved from liability for a breach of a warranty, obligation, or representation under this Agreement that occurred before the effective date of the termination; (b) the County shall pay all amounts owed to the Contractor, and the Contractor shall pay all amounts owed to the County, pursuant to this Agreement, through the date of the termination; (c) the Contractor shall deliver to the County all reports concerning the Contractor's activities through the end of the Operating Month in which termination occurs; (d) at a minimum, the provisions of Section 42 shall survive and remain in effect for seven (7) years after the expiration or termination of this Agreement; and (e) any term, condition, covenant, or obligation which requires performance by a Party subsequent to the termination of this Agreement shall remain enforceable against such Party subsequent to such termination.

48.5 TERMINATION FOR CONVENIENCE

The County reserves the right to terminate this Agreement, without cause, for any reason or for no reason. If the County wishes to exercise this right, the County shall provide written notice to the Contractor at least one hundred eighty (180) days before the date designated by the County for the termination of the Agreement.

SECTION 49: EXTENDED SERVICES PRIOR TO TERMINATION

If the County does not exercise its right to renew this Agreement or if there are no renewal options remaining, the County will attempt to award a new contract to a Person prior to the

expiration of this Agreement. In the event a new contract has not been awarded in this time frame, the Contractor shall provide its services in compliance with this Agreement for up to an additional six (6) Operating Months after the expiration of this Agreement if the Board requests this service. The Contractor shall continue to be paid for its services, subject to the payment terms herein.

SECTION 50: WAIVER OF RIGHTS

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

SECTION 51: SEVERABILITY

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement to be impossible or performance.

SECTION 52: SURVIVABILITY

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

SECTION 53: AMENDMENT OF THE AGREEMENT

No modifications or amendments to this Agreement shall be effective unless made in writing and executed by the Parties with the same formalities as the execution of this Agreement.

SECTION 54: ASSIGNMENTS, TRANSFERS, AND SUBCONTRACTS

The Contractor shall perform all of the services and provide all of the goods and equipment required by this Agreement. No assignment or subcontracting of any part or all of this Agreement shall be allowed without the prior written consent of the County. In the event of a

corporate acquisition or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition or merger represents a conflict of interest or is contrary to an Applicable Law. Action by the County awarding this Agreement to a Proposer, which has disclosed its intent to assign or subcontract in its response to the County's RFP (RFP 2019-3100), without exception shall constitute approval for purposes of this Agreement.

SECTION 55: CONSTRUCTION OF AGREEMENT

The following rules shall govern the interpretation and construction of this Agreement:

- (a) The words "include" and "including" shall not be construed to be terms of limitation. References to included matters or items will be regarded as illustrative and will not be interpreted as a limitation on, or an exclusive listing of, the matters or items referred to.
- (b) Whenever the context requires, the singular form of a word includes the plural and the plural includes the singular. The gender of any pronoun includes the other genders.
- (c) The words "shall" and "must" are used when referring to mandatory duties and obligations. The word "may" is permissive.
- (d) Both parties are represented by legal counsel and they waive any rule of law that would require any vague or ambiguous provision herein to be construed against the Party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.
- (e) The word "Section" refers to sections in this Agreement, unless the context clearly indicates otherwise (e.g., citations to the Florida Statutes).
- (f) The word "herein" refers to the provisions in this Agreement.

SECTION 56: DOCUMENTS COMPRISING AGREEMENT

This Agreement and the exhibits attached hereto comprise the entire agreement and understanding between the County and the Contractor. The exhibits attached to this Agreement are incorporated herein by reference. After the Effective Date, the Agreement shall be supplemented with and shall include the following: (a) Performance Bonds; (b) Insurance Certificates; and (c) any amendments to this Agreement that are approved by the Board and the Contractor. There are no Agreement documents other than those listed above. In the event of a

conflict between this Agreement and the provisions of any exhibit, the provisions of this Agreement shall control when interpreting this Agreement. In the event that parol evidence is required to interpret this Agreement, the order of precedence shall be: (x) Martin County's Request for Proposals (RFP 2019-3100) and all of its addenda and attachments; and then (y) the Contractor's Response to the RFP.

SECTION 57: INDEPENDENT CONTRACTOR STATUS

The Contractor is and shall remain an independent contractor and is neither an agent, employee, partner nor joint venturer of the County.

SECTION 58: CONFLICT OF INTEREST

The Contractor represents that it has no interest and shall acquire no interest that conflicts in any manner with the performance of the Contractor's duties and obligations hereunder, as provided for in Chapter 112, Part III, of the Florida Statutes. The Contractor further represents that no person having any such interest shall be employed by the Contractor for said performance. The Contractor shall notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the Contractor's judgment or the quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake, and request an opinion from the County that the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor. If the County shall so state, the Contractor may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to the services provided to the County by the Contractor under the terms of this Agreement.

SECTION 59: NOTICES TO PARTIES

All notices, requests, authorizations, approvals, protests, and petitions provided for herein shall be in writing. Except as otherwise expressly provided herein, such documents shall be addressed as shown below and either (a) hand delivered, (b) mailed by registered or certified mail (postage prepaid), return receipt requested, or (c) sent by facsimile. The documents shall be deemed to have been duly delivered when personally delivered, or when transmitted by telecopier (facsimile) and receipt is confirmed by telephone, or when delivered by U.S. Mail or courier service, as shown by the return receipt. For the present, the Contractor and the County designate the following as the appropriate people and places for delivering notices and other documents:

As to County:	County Administrator Martin County 2401 SE Monterey Road Stuart, Florida 34996 772-288-5939
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Copy to: County Attorney
Martin County
2401 SE Monterey Road
Stuart, Florida 34996
772-288-5442

As to the Contractor: Brendon J. Pantano, President
RoCo Waste and Recycling, Inc.
12967 S.E. Suzanne Drive
Hobe Sound, FL 33455
Telephone: 561-465-7544

Copy to: Thomas R. Roberts, Manager
Tom Roberts Consulting, LLC
1660 N.W. 97th Ave.
Pompano Beach, FL 33065
Telephone: 954-931-1032

Both Parties reserve the right to designate a different representative or representatives in the future, or to change their contact information, by providing written notice to the other Party.

SECTION 60: NOTICE FOR RADON

Section 404.056(5), Florida Statutes, provides the following notice:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from the county health department.

SECTION 61: CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the County that:

(a) The Contractor is a corporation existing in good standing under the laws of the state of its formation, is in good standing under the laws of the State of Florida, and is duly qualified to do business wherever necessary to carry on the business and operations contemplated by this Agreement.

(b) The Contractor has the requisite power, authority, and legal right to enter into and perform its obligations under this Agreement and possesses all orders, permits, consents,

licenses, approvals, franchises, certificates, registrations, and other authorizations from third parties and governmental authorities that are necessary to conduct its current business and to satisfy its duties and obligations under this Agreement.

(c) This Agreement has been duly executed and delivered by the Contractor and, as of the Effective Date, constitutes a legal, valid, and binding obligation of the Contractor, enforceable by the County against the Contractor in accordance with its terms, except to the extent its enforceability is limited by the application of general principles of equity and by bankruptcy, insolvency, moratorium, debtor relief, and similar laws of general application affecting the enforcement of creditor rights and debtor obligations.

(d) The execution, delivery, and performance of this Agreement by the Contractor: (1) have been duly authorized; (2) do not require the approval of any governmental officer or body, other than those permits or approvals contemplated to be obtained by the Contractor after the Effective Date; (3) have been duly authorized by all requisite action of the Contractor, and no other proceedings on the part of the Contractor, its officers, partners or managers are necessary to authorize this Agreement or to perform the duties and obligations of the Contractor contemplated by it; (4) will not violate any law applicable to the Contractor or its property or any provisions of the Contractor's articles of incorporation or by-laws; (5) do not constitute a default under or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the Contractor under any agreement or instrument to which the Contractor is a Party or by which the Contractor or its assets may be bound or affected in any manner that prohibits or otherwise adversely affects the Contractor's ability to perform its obligations under this Agreement; and (6) do not and will not violate any copyrights, patents, or other intellectual or proprietary rights of any Person.

(e) To the best of the Contractor's information and belief, there is no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority pending against the County or the Contractor, in which an unfavorable decision, ruling, or finding would materially and adversely affect the performance by the Contractor of its duties and obligations under this Agreement, or that in any way would adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the Contractor or any of its affiliates in connection with this Agreement.

(f) The Contractor did not engage, directly or indirectly, in any collusion, bribery, deception, or fraud in connection with its efforts to procure the work awarded under this Agreement.

(g) None of the agents, members, managers, partners, officers, directors, employees, or executives of the Contractor, or any affiliate that is active in the management of the Contractor, has been convicted of a public entity crime, as defined in Section 287.133(g), Florida Statutes.

(h) The personnel employed by the Contractor have the proper skills, licenses, training, background, knowledge, experience, authorizations, integrity, and character necessary

to perform the Contractor's obligations in compliance with this Agreement.

(i) No County employee received or will receive, directly or indirectly, any benefit, interest, or profit out of the procurement process that resulted in the award of this Agreement or in connection with this Agreement or the services to be provided pursuant to this Agreement, and no County employee has or will have any direct or indirect financial interest in the award of this Agreement or any of the services to be provided pursuant to this Agreement.

(j) The Contractor acknowledges that Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List, both lists of which are created pursuant to Section 215.473, Florida Statutes, and certifies, represents, and warrants to the County that the Contractor is not on either of those lists. The Contractor acknowledges and agrees that, pursuant to Section 287.135, Florida Statutes, the County may terminate this Agreement and civil penalties may be assessed against the Contractor, if the Contractor is found to have submitted a false certification.

(k) The Contractor acknowledges that it has made, or had an opportunity to make, a thorough and complete inspection of the Center, the Site, and the Building, and the Contractor is fully advised of the condition of each. The Contractor fully accepts the Site, including the Building and all improvements on the Site, as-is, where-is, in their present condition.

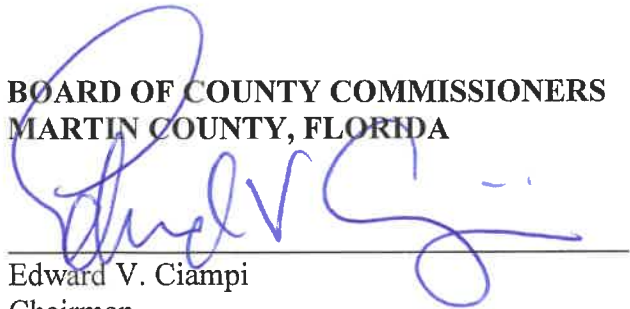
IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement as of the date first above written.

ATTEST



Carolyn Timmann
Clerk of Circuit Court & Comptroller

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**



Edward V. Ciampi
Chairman

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**



Krista A. Storey
Acting County Attorney

WITNESSES:

ROCO WASTE AND RECYCLING, LLC

John Casagrande
Signature

Brendon J. Pantano
Brendon J. Pantano
President

John Casagrande
(Print name of witness)

[Signature]
Signature

Patti W. Hamilton
(Print name of witness)

ACKNOWLEDGMENT

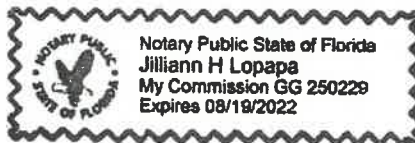
STATE OF Florida

COUNTY OF Broward

BEFORE ME, the undersigned authority, personally appeared Brendon J. Pantano, as President of RoCo Waste and Recycling, LLC, who, being duly sworn, deposes and says that he has read and executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed on this 29 day of May, 2019.

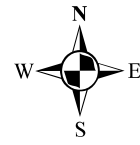
Personally Known X
Produced Identification
Type of Identification Produced

Jillann H Lopapa
Notary Public
State of Florida
My Commission Expires: 08/19/2022
(Notary Seal)





Martin County C&D Site Exhibit "A"



0 20 40 80 120 160 200 240
Feet

County Trash
Processing
1.1 Acres

C&D
Processing Site
5.9 Acres

Building

Maintenance
Building

Bathrooms

**EXHIBIT B
LEGAL DESCRIPTION OF SITE**

**LEGAL DESCRIPTION TO ACCOMPANY SKETCH
LYING IN SECTION 7, TOWNSHIP 38 SOUTH, RANGE 40 EAST
MARTIN COUNTY, FLORIDA**



LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN SECTION 7, TOWNSHIP 38 SOUTH, RANGE 40 EAST, MARTIN COUNTY, FLORIDA DESCRIBED AS FOLLOWS,

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 7;
THENCE, NORTH 89°50'13" WEST ALONG THE SOUTH LINE OF SAID SECTION 7 A DISTANCE OF 2676.60 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 7;
THENCE, NORTH 33°56'45" WEST A DISTANCE OF 1187.34 TO THE **POINT OF BEGINNING**;
THENCE, NORTH 90°00'00" WEST A DISTANCE OF 277.06 FEET;
THENCE, NORTH 07°47'09" EAST A DISTANCE OF 42.83 FEET;
THENCE, NORTH 11°26'04" WEST A DISTANCE OF 38.82 FEET;
THENCE, NORTH 32°18'42" WEST A DISTANCE OF 208.70 FEET;
THENCE, NORTH 01°51'11" WEST A DISTANCE OF 421.78 FEET;
THENCE, NORTH 88°44'53" EAST A DISTANCE OF 348.05 FEET;
THENCE, SOUTH 04°36'21" EAST A DISTANCE OF 686.66 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 5.29 ACRES MORE OR LESS,

LEGEND

INC. = INCORPORATED	LS = LICENSED SURVEYOR	 = SECTION CORNER
LB = LICENSED BUSINESS	P.O.B. = POINT OF BEGINNING	 = 1/4 SECTION CORNER
LTD. = LIMITED	P.O.C. = POINT OF COMMENCEMENT	

SURVEYOR'S NOTES

1. THE BEARINGS SHOWN HEREON ARE BASED UPON AN ASSUMED BEARING OF N 89°50'13" W ALONG THE SOUTH LINE OF SECTION 7, TOWNSHIP 38 SOUTH, RANGE 40 EAST, MARTIN COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE SKETCH AND DESCRIPTION SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 6A-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



Richard Barnes

2018.09.19

SEPTEMBER 19, 2018

RICHARD S. BARNES, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE No. LS - 5173

11:16:35-04'00"

DATE OF SIGNATURE

BOWMAN CONSULTING GROUP, LTD., INC.
CORPORATION CERTIFICATE OF AUTHORIZATION No. LB 8030

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTE: SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION.
DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH OF DESCRIPTION AS SHOWN ON SHEET 2 OF 2 OF THIS DOCUMENT.

THIS IS NOT A SURVEY

Bowman CONSULTING
Bowman Consulting Group, Ltd., Inc. Phone: (772) 283-1418
301 St. Ocean Blvd. Fax: (772) 283-7385
Suite 301, Stuart, Florida 34994 www.bowmanconsulting.com
© Bowman Consulting Group, Ltd.
Professional Surveyor and Mapper Business Certificate # LB 8030

**C & D PROCESSING SITE
LEASE AREA**

**A PORTION OF SECTION 7,
TOWNSHIP 38 SOUTH, RANGE 40 EAST
MARTIN COUNTY FLORIDA**

PROJECT NO. 010029-02-002	REVISED DATE	DATE SEP. 18, 2018
CADD FILE 10025-02-DESC	SCALE: N/A	SHEET 1 OF 2

SKETCH OF DESCRIPTION
 LYING IN SECTION 7, TOWNSHIP 38 SOUTH, RANGE 40 EAST
 MARTIN COUNTY, FLORIDA



THIS IS NOT A SURVEY

NOTE: SEE SHEET 1 OF 2 FOR DESCRIPTION, SURVEYOR'S NOTES AND CERTIFICATION.

Bowman
CONSULTING

Bowman Consulting Group, Ltd., Inc. Phone: (772) 283-1413
 301 SE Ocean Blvd. Fax: (772) 220-7881
 Suite 301, Stuart, Florida 34994 www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.
 Professional Surveyors and Mapper Business Certificate # LB 8030

**C & D PROCESSING SITE
 LEASE AREA**

**A PORTION OF SECTION 7,
 TOWNSHIP 38 SOUTH, RANGE 40 EAST**

MARTIN COUNTY FLORIDA

PROJECT NO. 010025-02-002	REVISED DATE:	DATE: SEP. 18, 2018
CADD FILE: 10025-02-DESC	SCALE: 1"=100'	SHEET 2 OF 2

EXHIBIT C

SAMPLE MONTHLY ACTIVITY REPORT

MARTIN COUNTY SOLID WASTE DIVISION
 UTILITIES & SOLID WASTE DEPARTMENT
 CONSTRUCTION & DEMOLITION DEBRIS
 MONTHLY ACTIVITY REPORT
 PERIOD ENDING: _____

PART A. MATERIALS PROCESSED REPORT
All Entries in TONS

1. **INBOUND MATERIAL**
 C&D
 CLEAN DEBRIS
 OTHER [DESCRIBE]:

	A PRIOR BALANCE	B CURRENT MONTH	C ENDING BALANCE
TOTAL INBOUND			

2. **OUTBOUND PROCESSED RECYCLABLE**
 RECYCLED PRODUCT [DESCRIBE]
 BENEFICIAL USE [DESCRIBE]
 CLEAN CONCRETE/BRICK/ETC.
 OTHER [DESCRIBE]:

SUBTOTAL RECYCLABLE			

3. **OUTBOUND PROCESSED NON-RECYCLABLE**
 OUTBOUND FOR DISPOSAL
 OUTBOUND RSM
 OTHER [DESCRIBE]

SUBTOTAL NON-RECYCLABLE			

4. **TOTAL OUTBOUND PROCESSED [2 + 3]**
 TOTAL PROCESSED OUTBOUND

5. **RECYCLE PERCENTAGE [2/4 times 100]**
 RECYCLED PERCENT

6. **NET BALANCE ONSITE [1 MINUS 4]**
 NET BALANCE ONSITE

MONTHLY ACTIVITY REPORT
 PART B. DAILY ACTIVITY REPORT

DATE	OPENING TIME	CLOSING TIME	SUPERVISOR ON DUTY	WEATHER LOG (1)	FUGITIVE EMISSIONS ACTION (2)	
					WATERING	OPERATIONS SUSPENDED
3/1/2018	7:45 AM	5:45 PM	M. JONES	X	N/A	N/A
3/2/2018						
3/3/2018						
3/4/2018						
3/5/2018						
3/6/2018						
3/7/2018						
3/8/2018						
3/9/2018						
3/10/2018						
3/11/2018						
3/12/2018						
3/13/2018						
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3/22/2018						
3/23/2018						
3/24/2018						
3/25/2018						
3/26/2018						
3/27/2018						
3/28/2018						
3/29/2018						
3/30/2018						
3/31/2018						

(1) CHECK BOX IF WEATHER DATA LOG ATTACHED

(2) CHECK BOX AND ATTACH DETAILS FOR FUGITIVE EMISSIONS ACTIVITY OCCURS

EXHIBIT D

CONTRACTOR NAME & ADDRESS

PURCHASE ORDER NUMBER

CONSTRUCTION & DEMOLITION DEBRIS PROCESSING

FOR THE MONTH ENDING: _____

	QTY	UNIT	RATE	AMOUNT
INBOUND C&D		TONS	\$ 41.00	\$ -

	QTY	UNIT	RATE	AMOUNT
OUTBOUND NON-RECYCLABLE (DEDUCT)		TONS	\$ 29.00	\$ -

TOTAL INVOICE AMOUNT				\$ -
-----------------------------	--	--	--	------

EXHIBIT E

CONTRACTOR'S RATE

Rate for Processing Construction and Demolition Debris: \$41.00 per ton

EXHIBIT F

PERFORMANCE BOND

Bond No.: 30178553

BY THIS BOND, Roco Waste & Recycling LLC, as Principal and International Fidelity Insurance Company as Surety, are bound to Martin County Board of County Commissioners, as Owner and obligee, in the sum of \$150,000.00 for payment of which Principal and Surety bind themselves, their heirs, personal representatives, successors, and assigns, jointly and severally.

WHEREAS, the SURETY states that it has read the "Agreement and Lease for C&D Processing Services" (hereinafter "Agreement") that is attached hereto and incorporated herein by reference, and SURETY has carefully considered the CONTRACTOR's obligations and duties under the Agreement, including but not limited to the provisions of Sections 41 (Liability and Damages") and 48 ("Breach and Termination of Agreement"); and

WHEREAS, the COUNTY's execution of the Agreement and Lease with the CONTRACTOR, are contingent upon the execution of this bond (hereinafter "BOND") and these presents.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the CONTRACTOR shall in all respects promptly and faithfully perform and comply with all of the terms and conditions of the Agreement, and CONTRACTOR's obligations thereunder, then this obligation shall be void; otherwise, the BOND shall remain in full force and effect, in accordance with the Agreement and the following terms and conditions:

1. The SURETY, for value received, as hereby acknowledged, stipulates and agrees that no change, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the requirements for the same shall in any way affect the SURETY's obligations on the BOND, and SURETY does hereby waive notice of any change, alteration, or addition to the terms of the Agreement or to the work.
2. The SURETY, for value received, as hereby acknowledged, further stipulates and agrees that it will pay the COUNTY all losses, damages, expenses, costs, liquidated damages, and attorneys' fees, including fees incurred in appellate proceedings, the COUNTY sustains because of a default by the CONTRACTOR under the Agreement, up to the maximum amount of the BOND.
3. The fact that the COUNTY may extend the time within which the CONTRACTOR may perform its obligations shall not release the SURETY from its obligations under this BOND, whether such extension is made after notice to the SURETY or not, and the SURETY hereby consents that the COUNTY may extend the time for the CONTRACTOR's performance, without providing notice to the SURETY.
4. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the COUNTY shall give notice of such default to the SURETY in writing by certified mail, return receipt requested, addressed to the SURETY at its principal place of business, as identified above.
5. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall have the right to complete

the work or performance on behalf of the CONTRACTOR, and for that purpose shall have all of the rights of the CONTRACTOR under the Agreement for the completion of performance.

6. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall remedy the default or otherwise satisfy its obligations under this BOND.
7. In the event there is a failure to perform the conditions of this obligation, the COUNTY may bring any and all actions, suits, or proceedings, or otherwise take such steps as it deems appropriate, to enforce the obligation of the SURETY, and the COUNTY may do so without joining the CONTRACTOR in any such actions, suits, or proceedings. Thereafter, whether judgment is obtained against the SURETY or not, successive actions can be brought against the CONTRACTOR, and this BOND shall remain a continuing obligation on the part of the SURETY and the CONTRACTOR until the conditions of this BOND have been fully performed, including the resolution of third party lawsuits.
8. It is understood and agreed that the obligation of the CONTRACTOR under this BOND continues from day to day until paid, and a new cause of action arises thereon daily with the result that the statute of limitations of the State of Florida does not run against the entire claim. The obligation of the SURETY under this BOND, therefore, continues in this manner, and no action, suit, or proceeding against the CONTRACTOR or the SURETY hereunder shall be barred, except under such conditions as would bar it under the said statute of limitations.
9. Any proceeding, legal or equitable, under this BOND shall be instituted only in a state or federal court of competent jurisdiction in Martin County, Florida, and shall be instituted within the statute of limitations after the CONTRACTOR's default or within the statute of limitations after the SURETY refuses or fails to perform its obligations under this BOND, whichever occurs later. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the State of Florida shall be applicable.
10. Notices to the SURETY, the COUNTY, and the CONTRACTOR shall be mailed or delivered to the addresses shown above.
11. The SURETY represents and warrants to the COUNTY that it has a rating of "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide or Surety; (b) it is listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds; (c) it has been in business continuously for at least five years; and (d) it will not cancel or alter this BOND without providing at least 30 days advance notice to the COUNTY.
12. This bond is for the term beginning on June 17, 2019 and ending on June 17, 2020 (One year term).

SIGNATURE PAGE FOLLOWS

DATED on this 17th day of June, 2019.

CONTRACTOR AS PRINCIPAL
Company: Roco Waste & Recycling, LLC
(Corporate Seal)

BST

Signature

Brendon J Pantano

Printed Name

President

Title

6-18-19

Date

SURETY

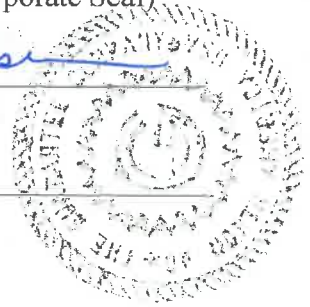
Company: The Guarantee Company of
North America USA (Corporate Seal)

T. Ramseur

Signature

Teresita C. Ramseur

Printed Name



Attorney-in-Fact

Title

June 17, 2019

Date

Witnesses:

John Casagrande

Signature

John Casagrande

Printed Name

Patti W. Hamilton

Signature

Patti W. Hamilton

Printed Name

Johanna Niebuhr

Signature

Johanna Niebuhr

Printed Name

N/A

Signature

Printed Name

FLORIDA RESIDENT AGENT FOR SURETY

N/A

Print Name

Address

Phone

Fax

NOTE: Power of attorney and certification of authority for issuance and current status thereof for Attorney-in-Fact and for Surety Company must be attached. Proof that Surety is licensed to transact business in the State of Florida must be submitted with this Bond.



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Robin V. Russell, Milton L. Willey, Stephen W. Freeman, Michael A. Youngblut, Thomas R. Davis, Jeffrey D. Kawamoto, John H. Shaffer III, Griffin F. Willson, Ronna J. Waggaman, Teresita C. Ramseur
M & T Insurance Agency, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 17th day of June, 2019

Randall Musselman, Secretary

State of Florida

Department of State

I certify from the records of this office that THE GUARANTEE COMPANY OF NORTH AMERICA USA is a Michigan corporation authorized to transact business in the State of Florida, qualified on October 4, 1996.

The document number of this corporation is F96000005279.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 15, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifteenth day of April, 2019*



Ronald R. DeSantis
Secretary of State

Tracking Number: 8353797942CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

EXHIBIT G

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

DOAH Case No. 05-0100EF
OGC File No. 04-1862E

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION,
Petitioner,

vs.

MARTIN COUNTY,
Respondent.

RECEIVED
APR 10 2006
DEPT OF ENV PROTECTION
WEST PALM BEACH

SETTLEMENT AGREEMENT

Petitioner, State of Florida Department of Environmental Protection, and Respondent, Martin County, by and through their respective undersigned officials, hereby agree to settle and resolve all issues raised by the Notice of Violation and Petition for Administrative Hearing filed in this case, in accordance with section 120.57(4), Florida Statutes (2005).

1. Definitions. The following words and phrases, when used in this document, shall have the following meanings:

A. Agreement: this "Settlement Agreement" by and between the Petitioner and the Respondent.

B. County: the Respondent, Martin County, a political subdivision of the State of Florida.

C. Department: the Petitioner, State of Florida Department of Environmental

Protection, an agency of the State of Florida.

D. DOAH: the Division of Administration Hearings of the State of Florida.

E. Facility: the Palm City II Landfill and associated improvements located at 9101 SW Busch Street, Palm City, Martin County, Florida.

F. Notice: the "Notice of Violation, Orders for Corrective Action, and Administrative Penalty Assessment" issued by the Department to the County on November 23, 2004.

G. Parties: a collective reference to the Department and the County.

H. Permit: the Title V Air Operation Permit, number 0850120-003-AV, issued to the County by the Department and renewed on July 29, 2004, allowing and regulating operation of the Facility by the County.

I. Petition: the "Petition for Administrative Hearing" filed by the County with the Department on or about December 20, 2004, pursuant to sections 120.569 and 403.121(2), Florida Statutes (2004), requesting that an administrative hearing be conducted by DOAH in accordance with sections 120.569 and 120.57, Florida Statutes (2004).

2. Authority. The Parties agree that the Department has the power and authority to enforce the provisions of all permits issued by it, including the Permit, pursuant to the provisions of Chapter 403, Florida Statutes, and the rules promulgated pursuant thereto and codified in Chapter 62, Florida Administrative Code. The Parties further agree that the County has the power and authority to operate the Facility pursuant to and in accordance with the Permit, and including but not limited to a vegetative debris mulching operation.

3. Intent. It is the intent of the Parties to resolve fully all issues now pending between them pursuant to the Notice and the Petition, without reservation; to avoid the

administrative hearing as requested in the Petition; to bring about changes in the County's operation of the Facility and especially the vegetative debris mulching operation; and to cause the dismissal of the Notice and the Petition, with prejudice, upon the execution of this Agreement by both Parties.

A. The Parties agree that the terms of this Agreement are the result of extensive negotiations to resolve factual and legal issues raised by or related to the Notice and the Petition, but are not intended by the Parties to constitute any admission of wrongdoing or liability by either Party nor by anyone acting on behalf of either Party, nor to establish any precedent for the resolution of any other case, dispute, or controversy, either by the Parties or by any other person, business, government, or other legal entity.

B. This Agreement is the Parties' settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Agreement is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law.

C. The Parties agree that the resolution of this matter through this Agreement does not involve a civil penalty of \$2,000.00 or more for purposes of history of noncompliance considerations undertaken by the Department pursuant to the authority found within section 403.121(7), Florida Statutes (2004).

4. Operational Modifications. Upon the execution of this Agreement by the Parties, the County agrees to make changes to the vegetative debris mulching facility located at the Facility pursuant to the Permit, as follows:

A. The site of actual mulching will be moved eastward of its current location, to the

east side of the solid waste transfer station being constructed at the Facility, and the new location of the site will include the construction of a paved area for mulching, the installation of mesh screening along the west side of the mulching site, the planting of landscaping around the mulching site, the installation of equipment to produce a water mist curtain during actual mulching, and the installation of a wind speed measuring device. Actual work on the new location shall commence within six months after the execution of the Agreement and shall be completed within 1 year after the execution of the Agreement, provided that the Department process, in accordance with law, any modifications of the Permit which may be required and that no administrative challenge to the modification is filed pursuant to Chapter 120, Florida Statutes.

B. The actual mulching operation will be modified as follows:

(1) Effective immediately upon execution of this Agreement, by modifying the actual mulching operation by:

~~(a) The piles of vegetative debris to be mulched being watered daily;~~

and

~~(b) Mulching being suspended whenever the wind speed at the site exceeds 15 mph sustained wind speed for one-half hour, as measured by the on-site wind speed measuring device.~~

(2) Upon the relocation of the mulching site, as described above, by modifying the actual mulching operation by:

(a) Only conducting mulching at the new location, on the east side of the solid waste transfer station being constructed at the Facility, and

~~(1) By the use of a water mist curtain whenever mulching is actually being done.~~

C. The Parties agree that the operational modifications outlined within paragraph 4.B. of this Agreement will become part of the Permit's Facility-wide Condition 7, and will be included among the reasonable precaution activities to be taken to prevent emission of unconfined particulate matter. The County shall provide written notice to both the Department and EPA at least 7 days prior to implementing the operational modifications and shall attach a copy of each notice to the Permit. The written notice shall state the date on which the modification(s) will occur and a specification of the modification(s) being accomplished at that time.

5. Reimbursement of Costs. The Parties agree that, within sixty days of the execution of this Agreement by the Parties, the County shall reimburse the Department for its costs associated with this matter, and the Department agrees to accept such reimbursement as payment in full by the County of such costs, in the amount of Two Thousand Five Hundred Dollars (\$2,500.00).

6. Facility Compliance with Law. The County shall forthwith comply with all applicable Department rules regarding air pollution control in the operation of the Facility. The County shall implement the Operational Modifications within the timeframes established above and comply with all applicable rules in Fla. Admin. Code Chapter 62.

7. Dismissal of Petition. Upon the execution of this Agreement by the Parties, the Department shall dismiss the Petition, with prejudice, and the County shall agree not to oppose such dismissal.

8. Attorney's Fees. The Parties agree that each shall bear its own attorney's fees related to

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this matter, including the negotiation and execution of this Agreement, and shall have no recourse whatsoever against any other Party, nor against any officer, employee, agent, or representative of any other Party, for payment of such attorney's fees.

9. Changes in Law. Nothing in this Agreement shall be construed to relieve any Party from adhering to the law, and in the event of a change in any statute or administrative rule that is adopted after the execution of this Agreement and which is inconsistent with a provision of this Agreement, the statute or rule shall take precedence and the provision of this Agreement shall be deemed modified to be consistent with the change, if possible, and if not, then the inconsistent provision shall become void.

10. Third Party Beneficiaries. Nothing in this Agreement is intended to benefit anyone who is not a named Party to this Agreement.

11. Complete Agreement. This written document, including any attachments mentioned in it, constitutes the complete Agreement between the Parties. No prior, contemporaneous, or future verbal or written representation, assurance, or promise made by or on behalf of any Party may be considered to be part of this Agreement unless it has been included in this written document.

12. Construction of Agreement. This written document is the result of mutual effort by all of the Parties equally and thus, in the event of any ambiguity in its terms or provisions, this Agreement shall not be construed more favorably towards any Party on the basis of who was responsible for its draftsmanship.

13. Amendment of Agreement. After executing this written document, the Parties may subsequently agree to amend this Agreement, but only in writing, executed by both of the Parties to this Agreement.

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14. Duplicate Originals. The Parties may execute as many duplicate "originals" of this Agreement as may be necessary, so that each Party may possess an "original" of the Agreement, and for any other purpose for which an "original" is necessary, including (but not limited to) the recording of an "original" in the public records of Martin County, Florida.

15. Effective Date. This Agreement constitutes "agency action" as defined in section 120.52(2), Florida Statutes (2004) and therefore will become final and effective on the date it is filed with the Clerk of the Department, after being executed by both Parties, unless a petition for administrative hearing is filed in accordance with Chapter 120, Florida Statutes. Upon the timely filing of a petition, this Agreement will not be effective until further notice of final action by the Department in accordance with Chapter 120, Florida Statutes. This Agreement is also subject to approval by the Board of County Commissioners of Martin County, and execution of it by the

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Chairman or Vice-Chairman of the Board.

DONE AND EXECUTED in Leon County and Martin County, Florida, on the respective dates set forth below.

ATTEST:
Marsha Ewing by K. Peterson,
MARSHA EWING, CLERK

4-7-06
Date

4-7-2006
Date

FOR THE RESPONDENT:
MARTIN COUNTY, FLORIDA

Susan L. Valliere
Susan L. Valliere
Chairman, Board of County Commissioners

Approved as to form and legality:

David A. Acton
David A. Acton
Senior Assistant County Attorney

FOR THE PETITIONER:

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

4/12/06
Date

Kevin R. Neal
Kevin R. Neal
District Director

Filed, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

04-24-06
Date

Cheryl Snow
CLERK

cc: Lea Crandall, Agency Clerk
Mail Station 35

EXHIBIT H



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**
SOUTHEAST DISTRICT OFFICE
3301 GUN CLUB ROAD, MSC 7210-1
WEST PALM BEACH, FL 33406
561-681-6600

RICK SCOTT
GOVERNOR

CARLOS LÓPEZ-CANTERA
LT. GOVERNOR

JONATHAN P. STEVERSON
SECRETARY

January 7, 2015

BY ELECTRONIC MAIL
Pyancey@martin.fl.us

In the Matter of an
Application for Permit by:

DEP File No. 0123520-016-SC
Martin County
SW Palm City II Landfill
WACS ID Number: 68803
Permit Files

Mr. Patrick Yancey, Solid Waste Administrator
Martin County Utilities and Solid Waste Department
Post Office Box 9000
Stuart, FL 34995-9000

Dear Mr. Yancey:

Enclosed is Permit Number 0123520-016-SC for renewal to operate a Solid Waste Management Facility issued pursuant to Sections 403.087, Florida Statutes. This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is filed in accordance with sections 120.569 and 120.57 of the Florida Statutes before the deadline for filing a petition. 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 hearing in accordance with sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399 3000.

Petitions by the applicant or any of the parties listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by other persons must be filed within fourteen days of publication of the notice or receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.A.C., however, any person who 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 within the appropriate time period

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shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. 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, F.A.C.

A petition that disputes the material facts on which the Department's action is based must contain the following information.

- (a) The name, address, and telephone number of each petitioner, the applicant's name and address, the Department File Number and the county in which the project is proposed;
- (b) A statement of how and when each petitioner received notice of the Department's action or proposed action;
- (c) A statement of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
- (d) A statement of all material facts disputed by petitioner or a statement that there are no disputed facts;
- (e) A statement of the ultimate facts alleged, including a statement of the specific facts which the petitioner contends warrant reversal or modification of the Department's action or proposed action;
- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action the petitioner wants the Department to take with respect to the Department's action or proposed action.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by Rule 28-106.301, F.A.C.

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 of the Florida Statutes is not available for this proceeding.

Any party to this order has the right to seek judicial review of it under Section 120.68, F.S., by filing a notice of appeal under Rule 9.110, Florida Rules of Appellate Procedure, with the clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, 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 thirty days after this order is filed with the clerk of the Department.

Should you have any questions, please contact Mr. Amede Dimonnay of this office, telephone number (561)681-6667.

Executed in the City of West Palm Beach, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Jill S. Creech, P.E.
Southeast District Director


JSC/PAW/AT/ad

Copies furnished electronically to:

Kevin Vann, P.E., CDMsmith, VannKN@cdmsmith.com
Richard Tedder, SW/TLH, richard.tedder@dep.state.fl.us
Tor Bejnar, SW/TLH, tor.bejnar@dep.state.fl.us



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**
SOUTHEAST DISTRICT OFFICE
3301 GUN CLUB ROAD, MSC 7210-1
WEST PALM BEACH, FL 33406
561-681-6600

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

JONATHAN P. STEVERSON
SECRETARY

Permit Issued to:

Martin County Utilities and Solid Waste Department
2378 S.E. Ocean Boulevard
Stuart, Florida 34996
772-419-6939

WACS Facility ID No.: 68803
Facility Name: Martin County Palm City II Landfill
Facility Address: 9101 SW Busch Street
Palm City, Florida 33990

Contact Person:
Patrick Yancey, Solid Waste Administrator
P.O. Box 9000 Stuart, FL 34995
pyancey@martin.fl.us
772-419-6939

Solid Waste Renewal Permits – Waste Processing Facility and Long-Term Care
Permit No.: 123520-016-SC
Replaces Permit No.: 123520-012-SC

Permit Issued: January 7, 2015
Permit Renewal Application Due Date: November 4, 2024
Permit Expires: January 6, 2025

Permitting Authority
Florida Department of Environmental Protection
Southeast District Office
3301 Gun Club Road
MSC 7210-1
West Palm Beach, FL 33406
561-681-6600

www.dep.state.fl.us

PERMITTEE NAME: Mr. Patrick Yancey, Solid Waste Administrator
FACILITY NAME: Martin County Palm City II Landfill

PERMIT NO.: 123520-016-SC
WACS Facility ID: 68803

SECTION 1 - SUMMARY INFORMATION

A. Authorization

The Permittee is hereby authorized to operate the facility described below in accordance with the specific and general conditions of this permit and any documents attached to this permit or specifically referenced in this permit and made a part of this permit.

The renewal of this solid waste operation permit is issued under the provisions of Chapter 403, Florida Statutes, (F.S.), and Chapters 62-4 and 62-701, Florida Administrative Code, (F.A.C.).

This permit does not relieve the Permittee from complying with any other appropriate local zoning or land use ordinances or with any other laws, rules or ordinances. Receipt of any permits from the Department does not relieve the applicant from obtaining other federal, state, and local permits and/or modifications required by law, including those from other Sections within the Department or of the Water Management District.

B. Facility Location

The facility is located at 9101 SW Busch Street, Palm City, in Martin County, Florida. The location coordinates for the facility are: Section 7, Township 38S, Range 40E, Latitude 27°11'2.0", Longitude 80°22'39.7".

C. Facility Description

TO OPERATE:

The facility includes a 510 tons per day Waste Processing Facility (Transfer Station) for Class I solid waste and the operation of an approximately 200 tons per day construction and demolition (C&D) Debris Processing Facility in a 36,000 square foot enclosed building. The contractor sorts the incoming C&D debris into recyclable and non-recyclable material. The recyclables are picked by hand and grouped in different categories such as concrete, wood products, vegetation, metals, white goods, glass, plastics, paper, dirt and roofing material. Remaining smaller debris are screened as needed to reclaim all fines for resale by the contractor. **Reuse of recovered fines or screened material from the C&D Processing Facility shall require specific FDEP approval and shall be in accordance with Department "Guidelines for the Management of Recovered Screen Material from C&D Debris Recycling Facilities in Florida" dated September 28, 1998.** There should be no C&D debris disposal at the Martin County Palm City II Landfill. All the non-recyclable C&D debris shall be transported offsite for disposal.

TO MAINTAIN:

The facility including Long-Term Care for closed sanitary landfills (Class I & III) consisting of the following components: Phase I, 34 acres; Phase II cell 1, 17 acres; Phase II cell 2, 12.6 acres; Phase II cell 3, 12 acres; and Phase II cell 4, 9.8 acres; for a total of 85.4 acres. Phase II cell 4 is a Class III landfill, the other cells are Class I. Maintenance of this closed landfill includes maintenance of the associated active gas control system, stormwater management system, and

PERMITTEE NAME: Mr. Patrick Yancey, Solid Waste Administrator
FACILITY NAME: Martin County Palm City II Landfill

PERMIT NO.: 123520-016-SC
WACS Facility ID: 68803

leachate management system. Leachate shall be collected and trucked to a wastewater treatment facility for disposal in a deep injection well.

The facility has a Title V air permit (No. 0850120-006-AV), which expires on July 3, 2019, and an active NPDES leachate pond emergency discharge permit (FLR05B468).

D. Appendices Made Part of This Permit

APPENDIX 1 – General Conditions

APPENDIX 2 – List of Approved Documents Incorporated into the Permit

APPENDIX 3 – Water Quality Monitoring Plan

E. Attachments for Informational Purposes Only

ATTACHMENT 1 – Recent Facility Permit History

SECTION 2 - SPECIFIC CONDITIONS

A. Administrative Requirements

1. Documents Part of This Permit. The permit application as revised in final form replaced or amended in response to the Department's Request(s) for Additional Information are contained in the Department's files and are made a part of this permit. Those documents that make up the complete permit application are listed in APPENDIX 2.
2. Permit Modification. Any change to construction, operation, monitoring, or closure requirements of this permit may require a modification to this permit, in accordance with the provisions of Rule 62-701.320(4), F.A.C.
3. Permit Renewal. In order to ensure uninterrupted operation of this facility, a timely and sufficient permit renewal application must be submitted to the Department in accordance with Rule 62-701.320(10), F.A.C. A permit application submitted at least 61 days prior to the expiration of this permit is considered timely and sufficient.
4. Transfer of Permit or Name Change. In accordance with Rule 62-701.320(11), F.A.C., and Rule 62-4.120, F.A.C., the Department must be notified by submitting Form 62-701.900(8) within 30 days: (a) of any sale or conveyance of the facility; (b) if a new or different person takes ownership or control of the facility; or (c) if the facility name or Permittee's legal name is changed.
5. Air Permit Requirements. This facility is authorized to operate under Title V permit No. 0850120-006-AV, which expires on July 3, 2019. For information regarding the -Title V permit, contact Ms. Diane Pupa at (561) 681-6782 or SED.AIR@dep.state.fl.us.

B. Construction Requirements

1. Construction authorized. This permit does not authorize construction activities other than those associated with leachate and gas collection and management systems within existing disposal cells.

C. Operation Requirements

1. General Operating Requirements. The Permittee shall operate the Waste Processing facilities (Transfer Station and Construction & Demolition(C&D) Debris Processing Facility), in accordance with the approved Operations and Contingency Plans listed in Appendices D.1 and D.2, respectively in the renewal application for the Martin County Palm City II Landfill Solid Waste operations permit, dated November 13, 2014. The Department shall be notified before any changes, other than minor deviations, to the approved Operations and Contingency Plans are implemented in order to determine whether a permit modification is required.
2. Operation Plan. A copy of the approved Operations and Contingency Plans, including the operating record as defined in Rule 62-701.500(3), F.A.C., shall be kept at 9101 SW Busch Street, Palm City and shall be accessible to facility operators.
3. Authorized Waste Types. The facility is authorized to manage only the following waste types:
 - a. Waste types defined in Rule 62-701.200, F.A.C.:
 - 1) Class I waste.
 - 2) Class III waste.
 - 3) Construction and demolition debris.
 - 4) Yard trash.
 - 5) White goods.
 - 6) Waste tires.
 - 7) Recovered materials.
 - b. Other Wastes Specifically Authorized: None.
4. Unauthorized Waste Types. The facility is not authorized to accept, process or dispose of any waste types not listed in C.3 above. Any unauthorized waste inadvertently received by the facility shall be managed in accordance with the approved Operations and Contingency Plans.
5. Storage and Management. Class I wastes may be stored on the tipping floor for up to seven (7) days and shall be processed within 7 days of receipt. Materials recovered from the waste stream for recycling may be stored in the designated recovered material storage area along with other source separated recovered materials. The recovered materials shall be removed from the transfer station for recycling or disposal. All other wastes shall be removed from the transfer station within 7 days for off-site disposal or recycling.

6. Erosion Control. Erosion control measures shall be employed to correct any erosion which exposes waste or causes malfunction of the storm water management system. Such measures shall be implemented within three days of occurrence. If the erosion cannot be corrected within seven days of occurrence, the landfill operator shall notify the Department and propose a correction schedule.
7. Contingency Plan and Notification of Emergencies. The Permittee shall notify the Department in accordance with the approved Operations and Contingency Plans. Notification shall be made to the Solid Waste Section of DEP's Southeast District Office at (561) 681-6600.
8. Housekeeping. The facility shall be operated to control dust, vectors, litter and objectionable odors.
9. Leachate Management.
 - a. The Permittee shall operate the leachate management system (including the collection, removal, storage, and off-site discharge systems), and maintain the system as designed, so that leachate is not discharged from the system except as provided for in the Operations and Contingency Plans.
 - b. Routine inspections and maintenance of the leachate management system shall be conducted in accordance with the schedule established in the Operations and Contingency Plans.
10. Spotters and Operators. This facility shall have the minimum number of spotters present when waste is accepted as specified in the Operations and Contingency Plans. A trained operator shall be on duty at the facility at all times the facility is operating. Approved training courses can be found at the following web site: <http://www.trceo.ufl.edu/sw>.
11. Record Keeping Requirements.

Waste Quantity Records. Waste records shall be compiled monthly, and copies shall be provided to the Department no less than annually by April 1 of each year. This information shall be reported to the Department through the DEP Business Portal located at: <http://www.fldepportal.com/go>.
12. Hazardous Waste. If any regulated hazardous wastes are discovered to be deposited at the facility, the facility operator shall promptly notify the Department, the person responsible for shipping the wastes to the facility, and the generator of the wastes, if known. The area where the wastes are deposited shall immediately be cordoned off from public access. If the generator or hauler cannot be identified, the facility operator shall assure the cleanup, transportation, and disposal of the waste at a permitted hazardous waste management facility. In the event that hazardous wastes are discovered they shall be managed in accordance with the procedures provided in facility Operation Plan.
13. Storm water. Leachate shall not be discharged into the storm water management system. Storm water or other surface water which comes into contact with or mixes with the solid

PERMITTEE NAME: Mr. Patrick Yancey, Solid Waste Administrator
FACILITY NAME: Martin County Palm City II Landfill

PERMIT NO.: 123520-016-SC
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waste or leachate shall be considered leachate and is subject to the requirements of Rule 62-701.500(8), F.A.C.

D. Water Quality Monitoring Requirements

1. Zone of Discharge. The zone of discharge for this facility shall be a three dimensional volume with the horizontal boundary as shown in Figure 1 of the water quality monitoring plan. The vertical boundary of the zone of discharge is the base of the surficial aquifer. The Permittee shall ensure that Class G-II primary water quality standards will not be exceeded at the boundary of the zone of discharge, per Rule 62-520.420, F.A.C., and that ground water minimum criteria will not be exceeded outside the boundary of the zone of discharge, per Rule 62-701.320(17), F.A.C.
2. Water Quality Monitoring Plan. The Water Quality Monitoring Plan for this permit is included in APPENDIX 3.

E. Gas Management System Requirements

1. Construction Requirements. All construction shall be done in accordance with the approved gas management system design, drawings, and specifications. The Department shall be notified before any changes, other than minor deviations, to the approved design are implemented in order to determine whether a permit modification is required.
2. Certification of Construction Completion. After construction is completed the engineer of record shall certify to the Department in accordance with Rule 62-701.320(9)(b), F.A.C., that the permitted construction is complete and was performed in substantial conformance with the approved construction plans except where minor deviations were necessary. All deviations shall be described and the reasons therefore enumerated.
3. Operational Requirements. Gas controls shall be operated and maintained so that they function as designed.
4. Monitoring Requirements. Monitoring for methane gas at the property boundary and within structures on the property shall be performed quarterly to determine the effectiveness of the gas migration controls. The gas monitoring results shall be reported as a percent of the lower explosive limit (LEL), calibrated to methane. The report shall be submitted to the Department under separate cover no later than 15 days after the end of the period in which the monitoring occurred.
5. Gas Remediation Plan. The facility landfill gas management system shall be operated to prevent the concentration of combustible gases from exceeding 25% of the lower explosive limit in structures, excluding gas control or recovery components, and from exceeding the lower explosive limit at or beyond the property boundary. If either of these limits is exceeded then a gas remediation plan shall be designed and implemented in accordance with Rule 62-701.530(3)(a), F.A.C.
6. Odor Remediation Plan. The facility shall be operated to control objectionable odors. If objectionable odors are confirmed beyond the property boundary then upon notification by the Department the Permittee shall develop and implement an odor remediation plan in accordance with the requirements of Rule 62-701.530(3)(b), F.A.C.

F. Financial Assurance and Cost Estimates

1. Financial Assurance Mechanism. The Permittee may not receive waste for disposal or storage in any disposal unit for which financial assurance has not been approved. Proof that the financial mechanisms are established and funded in accordance with Rule 62-701.630, F.A.C. shall be submitted to the Department at least sixty (60) days prior to the planned acceptance of solid waste in any disposal unit. When established, the Permittee shall maintain, in good standing, the financial assurance mechanisms. Supporting documentation and evidence of increases associated with cost estimate increases shall be submitted within the time frames specified in Rule 62-701.630, F.A.C.

PERMITTEE NAME: Mr. Patrick Yancey, Solid Waste Administrator
FACILITY NAME: Martin County Palm City II Landfill

PERMIT NO.: 123520-016-SC
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All submittals in response to this specific condition shall be sent to:
Florida Department of Environmental Protection
Financial Coordinator - Solid Waste Section
2600 Blair Stone Road, MS 4548
Tallahassee, Florida 32399-2400

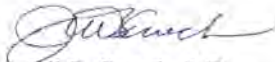
2. Cost Estimates
 - a. The Permittee shall submit closure cost estimates, including annual adjustments for inflation, in accordance with the requirements of Rule 62-701.630(3) and (4), F.A.C., and 40 CFR Part 264.142(a) using Form 62-701.900(28).
 - b. An owner or operator using an escrow account shall submit the annual inflation adjusted estimate(s) between July 1 and September 1. An owner or operator using a letter of credit, guarantee bond, performance bond, financial test, corporate guarantee, trust fund or insurance shall submit the inflation adjusted cost estimate(s) between January 1 and March 1.
 - c. All submittals in response to this specific condition shall be sent to the District Office and a copy to the address identified in Specific Condition F.1. or to the following email address: Solid.Waste.Financial.Coordinator@dep.state.fl.us.

G. Closure Requirements

- I. Closure requirements shall be in accordance with Rule 62-701.710(6), F.A.C.

Executed in Palm Beach County, Florida

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Jill S. Creech, P.E.
Southeast District Director

FILED, on this date, pursuant to Section §120.52, F.S. with the designated Department Clerk, receipt of which is hereby acknowledged.


Clerk

January 7, 2015
Date

APPENDIX 1

General Conditions

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit, are "permit conditions" and are binding and enforceable pursuant to Sections 403.141, 403.161, 403.727, or 403.861, Florida Statutes. The Permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. As provided in subsections 403.087(6) and 403.722(5), 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 rights, nor any infringement of federal, State, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in this permit.
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.
5. This permit does not relieve the Permittee from liability 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, or from penalties therefore; 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.
6. The Permittee shall 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, as required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.
7. The Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:
 - (a) Have access to and copy any records that must be kept under conditions of the permit;

- (b) Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
- (c) Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.
Reasonable time may depend on the nature of the concern being investigated.

8. If, for any reason, the Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the Permittee shall immediately provide the Department with the following information:

- (a) A description of and cause of noncompliance; and
- (b) The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

The Permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.

9. 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 where such use is prescribed by Sections 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.

10. The Permittee 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.

11. This permit or a copy thereof shall be kept at the work site of the permitted activity.

12. The Permittee shall comply with the following:

- (a) Upon request, the Permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.
- (b) The Permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.

PERMITTEE NAME: Mr. Patrick Yancey, Solid Waste Administrator
FACILITY NAME: Martin County Palm City II Landfill

PERMIT NO.: 123520-016-SC
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(c) Records of monitoring information shall include:

1. the date, exact place, and time of sampling or measurements;
2. the person responsible for performing the sampling or measurements;
3. the dates analyses were performed;
4. the person responsible for performing the analyses;
5. the analytical techniques or methods used;
6. the results of such analyses.

13. When requested by the Department, the Permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the Permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

APPENDIX 2

List of approved documents incorporated into the Permit:

- Martin County Palm City II Landfill, Permit Renewal Application, dated November 13, 2014 and received on November 14, 2014.
- The approved Operations and Contingency Plans listed in Appendices D.1 and D.2, respectively in the renewal application for the Martin County Palm City II Landfill Solid Waste operations permit, dated November 13, 2014.
- Figure Exhibit A: Site Plan showing Zone of Discharge (ZOD) and Monitoring locations, dated January 21, 2013.

APPENDIX 3

WATER QUALITY MONITORING PLAN

Palm City II Landfill and Waste Processing Facilities

PERMIT NO: 0123520-016-SC
WACS_FACILITY ID: 68803
PERMIT DATE January 7, 2015

I. GENERAL

1. The field testing, sample collection and preservation and laboratory testing, including quality control procedures, shall be in accordance with Chapter 62-160, F.A.C. Approved methods as published by the Department or as published in Standard Methods, ASTM, or EPA Methods shall be used. **[62-701.510(2)(b), F.A.C.]**
2. The organization collecting samples at this site must use the Field and Laboratory Standard Operating Procedures (DEP-SOP-001/01) referenced in Chapter 62-160, F.A.C. The laboratory designated to conduct the chemical analyses must be certified by the Florida Department of Health Environmental Laboratory Certification Program (DOH ELCP). This Certification must be for the test method and analyte(s) that are reported. **[62-160.210(1), 62-160.300(1), 62-701.510(2)(b), F.A.C. and DEP SOP FS 1008.]**

NOTE: DEP-SOP-001/01 can be accessed at:
<http://www.dep.state.fl.us/water/sas/sop/sops.htm>

3. The Permittee must ensure that the analytical laboratory conducting the analyses uses analytical methods capable of achieving detection limits at or below the Groundwater Cleanup Target Levels (GCTLs) or the Freshwater Surface Water Cleanup Target Levels (SWCTLs) in Table I, Chapter 62-777, F.A.C. except those listed in Table C of the "FDEP Guidance for the Selection of Analytical Methods and for the Evaluation of Practical Quantitation Limits dated 10/12/2004". GCTLs and SWCTLs that are not water quality standards are used as screening tools and interim guidelines for ground water minimum criteria until standards are promulgated. **[DEP SOP FM 1000]**
4. If, at any time, analyses detect parameters which are significantly above background water quality, or which are at levels above the Department's water quality standards or criteria specified in Chapter 62-520, F.A.C., in the detection wells or at the edge of the Zone of Discharge, the Permittee may confirm the data by resampling the affected wells within thirty (30) days of receipt of the sampling data. Should the Permittee choose not to

resample, the Department will consider the water quality analysis as representative of current ground water conditions at the facility. If the data is confirmed, or if the Permittee chooses not to resample, the Permittee shall notify the Department within 14 days of this finding. [62-701.510(6)(a), F.A.C.]

If the resampling event detects parameters which are significantly above background water quality, or which are at levels above the Department's water quality standards or criteria specified in Chapter 62-520, F.A.C., the Permittee shall notify the Department in writing within 14 days of receipt of the sampling data. Confirmed data must be submitted to the Department within 60 days from completion of lab analyses, unless a different due date is approved. Use "CONF" (for confirmation data) in the report type column. [62-701.510(8)(a), F.A.C.]

Upon notification by the Department, the Permittee shall initiate evaluation monitoring in accordance with Rule 62-701.510(6)(a), F.A.C.

II. GROUND WATER QUALITY MONITORING

1. The 22 ground water monitoring wells included in this monitoring plan and designated for water quality testing and water level measurements are listed on Table 1 and shown on Figure 1. [62-701.510(3)(d)2 & 3, F.A.C.]
2. Any initial sample collected from a new ground water monitoring well, unless the new monitoring well is installed to replace an existing well within the monitoring network, shall be analyzed for the following Initial Ground Water Monitoring Parameters. [62-701.510(5)(b), F.A.C.]

Field Parameters	Laboratory Parameters
1. Static water level in wells before purging	1. Ammonia – N, Total
2. Dissolved oxygen	2. Chlorides
3. pH	3. Iron
4. Specific conductivity	4. Mercury
5. Temperature	5. Nitrate
6. Turbidity	6. Sodium
7. Colors and sheens (by observation)	7. Total dissolved solids (TDS)
	8. Those parameters listed in 40 CFR Part 258 Appendix I

* Mercury not listed because it is included in Appendix II.

* Appendix I is not listed because it is a subset of Appendix II

3. The 22 active monitoring wells shall be routinely sampled and analyzed semi-annually in January and July for the following parameters. [62-701.510(5)(c) & (7)(a), F.A.C.]

Groundwater Sampling Parameters

Shallow/Intermediate/Deep
Antimony
Arsenic
Chloride
Barium
Iron
Lead
Nickel
Sodium
Vanadium
Ammonia as N
Total Dissolved Solids (TDS)
Benzene
Dibromo-3-chloropropane (DBCP)
1,2 Dibromoethane (EDB)
Ethylbenzene
Methylene chloride
Naphthalene
Toluene
o-Toluidene
Xylene

4. All water quality analyses will be performed on unfiltered samples unless approved by the Department.

III. SURFACE WATER MONITORING

1. The 1 surface water site included in this monitoring plan is listed on Table 1 and shown on Figure 3. [62-701.510(4)(c), F.A.C.]
2. Samples from the 1 surface water monitoring site shall be collected at the time of discharge. The samples shall be analyzed for the following Surface Water Monitoring Parameters and those listed in 62-701.510 (7)(b) & (5)(d), F.A.C.

Field Parameters
1. Static water level (.01 ft)
2. Specific Conductivity
3. pH
4. Dissolved oxygen
5. Turbidity
6. Temperature

IV. MONITORING WELL REQUIREMENTS

1. If a monitoring well becomes damaged or inoperable, the Permittee shall notify the Department within two (2) days of discovery with a written report within ten (10) days of notice. The written report shall describe what problem has occurred and the remedial measures that have been taken to prevent a recurrence. The Department can require the replacement of inoperable monitoring wells. [62-520.600(6)(i), F.A.C.]
2. New or replacement monitoring well design or placement must be approved by the Department. The design and construction of these wells must be based on site-specific borings with appropriate supporting data such as grain size distribution analyses, in-situ hydraulic conductivity testing, and depth to water. Wells shall be installed using standard, accepted practices for well construction. [62-701.510(3), F.A.C. and 62-550.600(3) and (6), F.A.C.]
3. All wells and piezometers shall be clearly and permanently labeled and the well site maintained so that the well is visible at all times. Unless otherwise authorized in a Department permit, new monitoring wells, and existing monitoring wells at the time of permit renewal, shall have protective bollards or other devices installed around them if they are located in areas of high traffic flow to prevent damage from passing vehicles. [62-701.510(3)(d)5, F.A.C.]
4. The Department shall be notified in writing before any monitoring wells are abandoned or plugged. Wells shall be abandoned using standard, accepted practices for well abandonment. [62-701.510(3)(d)6, F.A.C.]

V. REPORTING REQUIREMENTS

A. FIELD ACTIVITIES

1. The Department must be notified in writing, hard copy or e-mail, at least fourteen (14) days prior to the installation and/or sampling of any monitoring well(s) so that the Department may collect split samples. [62-701.510(8)(a), F.A.C.]

B. MONITORING WELL COMPLETION REPORT

2. One (1) paper copy and one (1) electronic copy (Adobe pdf format) of the Monitoring Well Completion Report, Form 62-701.900(30), F.A.C., must be submitted to the Department within thirty (30) days after installation of any new or replacement monitoring well(s). In addition, as-built well construction diagrams and soil boring logs that cover the entire depth of the monitoring well(s) must be submitted to the Department. [62-520.600(6)(j), F.A.C.]

NOTE: The top of casing elevation of each well, to the nearest 0.01 feet, and the latitude and longitude of each well in degrees, minutes and seconds, to two (2) decimal places, must be determined and certified by a Florida Licensed Surveyor and Mapper and provided on the form. [62-701.510(3)(d)1 & 62-520.600(6)(i), F.A.C.]

C. SURVEYING

3. One (1) paper copy and one (1) electronic copy (Adobe pdf format) of a drawing must be submitted within sixty (60) days following monitoring well installation showing the location of all monitoring sites (active, abandoned, and Evaluation Monitoring), piezometers, water bodies and waste filled areas. The location of features on the drawing must be horizontally and vertically located by standard surveying techniques. The drawing shall include all monitoring well locations, each monitoring well name and identification (WACS) number, the top of casing, pad elevation, permanent benchmark(s) and/or corner monument marker(s) referenced to a nationally recognized datum (such as NGVD 1929 or NAVD 1988) to the nearest 0.01 feet. The latitude and longitude of each well in degrees, minutes and seconds, to two (2) decimal places, must be determined and provided on the drawing. The survey shall be conducted and certified by a Florida Licensed Surveyor and Mapper. [62-701.510(1)(c)&(3)(d)1, and 62-520.600(6)(i), F.A.C.]
4. If a monitoring well is being replaced or new wells are being added to an existing ground water monitoring plan, only the new wells need to be surveyed as long as all other monitoring wells in the monitoring plan have been surveyed and certified by a Florida Licensed Surveyor and Mapper and there is no reason to believe that the elevations have changed. The location and elevation determinations and the certification must be provided with the Monitoring Well Completion Report upon completion of each new well. [62-701.510(3)(d)1, F.A.C.]

D. DEPTH MEASUREMENTS

5. A total depth measurement must be made on each well at time of the Technical Report or every five years. This measurement is to be reported as total apparent depth below ground surface and should be compared to the original total depth of the well.

E. INITIAL AND SEMI-ANNUAL SAMPLING AND SUBMITTING ELECTRONIC DATA

6. Required monitoring reports must be submitted to the Department within sixty (60) days from completion of laboratory analyses and shall follow the Department's electronic reporting requirements using the ADaPT software. [Rule 62-701.510(8)(a), F.A.C.]
7. Required water quality monitoring reports and analytical results shall be submitted electronically. Water quality monitoring reports shall be submitted in Adobe pdf format. The water quality data Electronic Data Deliverable (EDD) shall be provided to the Department in a comma separated text file electronic format consistent with requirements for importing the data into the Department's databases as summarized at:

<http://www.dep.state.fl.us/waste/categories/shw/pages/ADaPT.htm>. Water quality monitoring reports shall be signed and sealed by a Florida registered professional geologist or professional engineer with experience in hydrogeological investigations and shall include the following:

- a) Cover letter ;
- b) Summary of exceedances and recommendations;
- c) Ground water contour maps;
- d) Chain of custody forms;
- e) Water levels, water elevation table;
- f) Water Quality Monitoring Certification using Form Rule 62-701.900(31), F.A.C.;
- g) Appropriate information using the Groundwater Sampling Log, Form FD 9000-24 (DEP-SOP-001/01); and,
- h) Laboratory and Field EDDs and error logs, as applicable.

All submittals in response to this specific condition shall be sent both to:

Florida Department of Environmental Protection Southeast District Office 3301 Gun Club Rd, MSC 7210-1 West Palm Beach, Florida 33406	Florida Department of Environmental Protection Solid Waste Program and Permitting Section 2600 Blair Stone Road, MS 4565 Tallahassee, Florida, 32399-2400
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F. WATER ELEVATIONS

- 8. Water levels in all monitoring wells, whether sampled or not, all surface water sites must be measured to the nearest 0.01 foot and reported semi-annually. Surface water elevations at sampling locations must be measured to the nearest 0.01 foot on the same day as ground water levels in the wells and piezometers and reported semiannually. All water level measurements must be made within a one-day period. These measurements should be reported in a table that includes well or surface water point name, date water level measured, measuring point elevation referenced to a nationally recognized datum (such as NGVD 1929 or NAVD 1988), depth to water and calculated water level elevation referenced to the same nationally recognized datum. The ground water elevations shall be reported in the ADaPT data for the upload into WACS. [62-701.510(8)(a)8, F.A.C.]

G. GROUND WATER CONTOUR MAPS

- 9. Ground water elevation contour maps for each monitored aquifer zone must be submitted semi-annually to the Department, with contours at no greater than one foot intervals unless site specific conditions dictate otherwise. Ground water elevation contour map(s) should include monitoring well locations, ground water elevation at each monitoring well or piezometer location referenced to a nationally recognized datum (such as NGVD 1929

or NAVD 1988), a bar scale, north arrow, ground water contour interval, date of measurement and ground water flow direction. The map(s) must incorporate adjacent and on-site surface water elevations where appropriate. These maps shall be signed and sealed pursuant to Florida Statutes (F.S.) Chapters 471 and 492 which require that documents requiring the practice of professional engineering or professional geology, as described in Chapter 471 or 492, F.S., be signed and sealed by the professional(s) who prepared or approved them. This certification must be made by a licensed professional who is able to demonstrate competence in this subject area. **[62-701.510(8)(a)9, F.A.C.]**

II. TECHNICAL REPORT

10. A technical report, signed and sealed by a professional geologist or professional engineer with experience in hydrogeologic investigations, shall be submitted to the Department approximately every two and one-half years during the active life of the facility, and every five years during the long-term care period. The report shall summarize and interpret the water quality monitoring results and water level measurements collected since the last Technical Report. The report shall contain, at a minimum, the following **[62-701.510(8)(b), F.A.C.]**:
- a) Tabular displays of any data which shows that a monitoring parameter has been detected, and graphical displays of any leachate key indicator parameters detected (such as pH, specific conductance, TDS, TOC, sulfate, chloride, sodium and iron), including hydrographs for all monitor wells;
 - b) Trend analyses of any monitoring parameters consistently detected;
 - c) Comparisons among shallow, middle, and deep zone wells;
 - d) Comparisons between background water quality and the water quality in detection and compliance wells;
 - e) Correlations between related parameters such as total dissolved solids and specific conductance;
 - f) Discussion of erratic and/or poorly correlated data;
 - g) An interpretation of the ground water contour maps, including an evaluation of ground water flow rates; and
 - h) An evaluation of the adequacy of the water quality monitoring frequency and sampling locations based upon site conditions.
11. One (1) paper and one (1) electronic copy (Adobe pdf format) of the Technical Report shall be submitted to the Department on the following schedule: **[62-701.510(8)(b), F.A.C.]**

Report	Sampling Periods Covered	Number Of Semi-annual Sampling Events in Report	Date Technical Report Due
Mid-Permit Report	January 2013 through July 2017	10	11/30/2017
Renewal Report	January 2018 through July 2022	10	11/30/2022

12. Required water quality monitoring reports and water quality data for the Technical Report shall be submitted in electronic format as described in Specific Conditions V, 6 and 7 of this Appendix. [62-160.240 , and 62-701.510(8)(a), F.A.C.]

List of Attachments

Table 1 – Water Quality Sampling Testsite Information

Figure 1 – Site Plan with Monitoring Locations

Table 1. Water Quality Testsite Information

Testsite Name	Testsite WACS No.	Designation	Aquifer Zone
SM-3	6844	Background	Shallow
IM-3	6845	Background	Intermediate
SM-5R	19682	Detection	Shallow
IM-5RA	21014	Detection	Intermediate
SM-6	6849	Detection	Shallow
SM-7	6850	Background	Shallow
DM-7	6911	Background	Deep
IM-7	6912	Background	Intermediate
SM-8	6851	Detection	Shallow
IM-9	20721	Detection	Intermediate
DM-9	20722	Detection	Deep
SM-9R	20166	Detection	Shallow
SM-14	20164	Detection	Shallow
SM-15	20165	Detection	Shallow
IM-20A	21015	Detection	Intermediate
SM-20A	6914	Detection	Shallow
SM-21	6916	Detection	Shallow
IM-21	6915	Detection	Intermediate
IM-22	6917	Detection	Intermediate
SM-22	6918	Detection	Shallow
IM-31	6931	Background	Intermediate
SM-31	6932	Background	Shallow

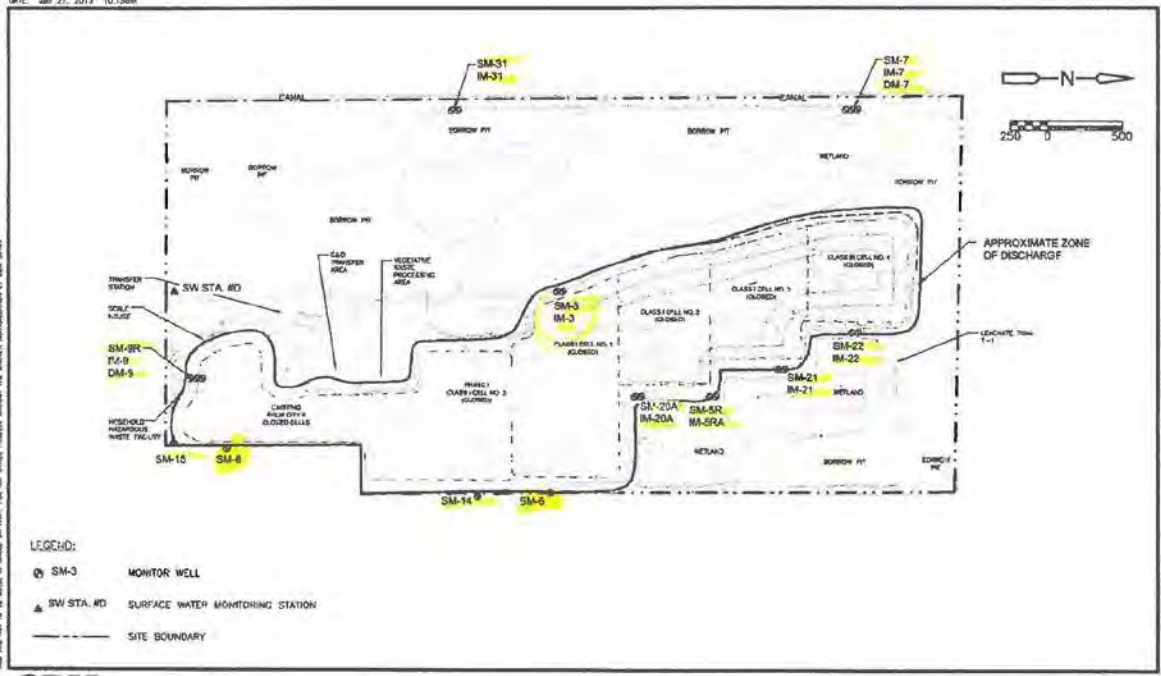
Surface Water Location

SW-D	6907	Outfall	Surface Water
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Groundwater Sampling Parameters
Antimony
Arsenic
Chloride
Barium
Iron
Lead
Nickel
Sodium
Vanadium
Ammonia as N
Total Dissolved Solids (TDS)
Benzene
Dibromo-3-chloropropane (DBCP)
1,2 Dibromoethane (EDB)
Ethylbenzene
Methylene chloride
Naphthalene
Toluene
o-Toluidene
Xylene

USEP: Revised
 DATE: Jan 21, 2013 10:15am

This drawing is the property of CDM Smith and is not to be used, copied, or reproduced in any form without the written permission of CDM Smith. The information contained herein is for informational purposes only and does not constitute a contract. The user of this information shall be responsible for its proper use and interpretation.



LEGEND:
 ○ SM-3 MONITOR WELL
 ▲ SW STA. #0 SURFACE WATER MONITORING STATION
 - - - - - SITE BOUNDARY



Exhibit A
 Marlin County Utilities and Solid Waste Department
 Palm City II Landfill
 Site Plan Showing Approximate Zone of Discharge and Monitoring Locations

ATTACHMENT 1 – Recent Facility Permit History

DATE	DESCRIPTION
October 1, 2006	123520-010-SC/IM; modification to add C&D processing facility and leachate plant decommissioning
February 12, 2009	123520-011-SC/MM; modification to allow separation of incoming C&D debris for recycling
January 13, 2010	123520-012-SC/00; construct and operating permit renewal and long-term care renewal
July 14, 2009	123520-013-SC/MM; revise electronic EDD reporting requirements due to rule change
November 10, 2009	123520-014-SC/IM; modification to authorize construction of a 36,000 square foot enclosed building for the C&D debris processing facility
March 29, 2013	123520-015-SC/MM; revise groundwater quality report requirements

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (“Memorandum of Lease”) is made and entered into this 17th day of June, 2019, by and between Martin County, Florida (“County”), a political subdivision of the State of Florida, and RoCo Waste and Recycling, LLC (“Contractor”), a Delaware corporation, which is authorized to do business in the State of Florida.

WITNESSETH

WHEREAS, the County and the Contractor have entered into an Agreement and Lease for C&D Processing Services with an effective date of June 17, 2019 (the “Lease”) pursuant to which the County leased to the Contractor and the Contractor leased from the County the Site described on the attached Exhibit “A” (the “Site”); and

WHEREAS, the County and the Contractor desire to enter into this Memorandum of Lease to set forth certain terms and conditions of the Lease.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of giving notice of the leasehold estate created by the Lease, the County and the Contractor do hereby enter into this Memorandum of Lease and state as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein.
2. Lease. Pursuant to the Lease, the County has leased the Site to the Contractor and the Contractor has leased the Site from the County.
3. Liens Not Permitted. Sections 22 and 23 of the Lease are incorporated herein for purposes of providing notice pursuant to Section 713.10, Florida Statutes, and for purposes of confirming that the interest of the County in the Site shall not be subject to liens for improvements to the Site made by the Contractor. Sections 22 and 23 of the Lease expressly provide as follows:

SECTION 22: NO LIENS ON SITE

The Contractor covenants and agrees that: (a) the Contractor and its subcontractors (if any) shall have no power or authority to incur any indebtedness giving a right to a lien or encumbrance of any kind or character upon the right, title, and interest of the County in and to the Site; and (b) under this Agreement, no third person shall ever be entitled to any mortgage, encumbrance, or lien of any kind on the Site. All persons contracting with the Contractor, or furnishing materials or labor to the Contractor or to the Contractor’s agents or servants, and all other Persons shall be bound by the provisions of this Agreement, which bars any lien on the real property that comprises the Site.

SECTION 23: NOTICE REGARDING LIENS

NOTICE IS HEREBY GIVEN THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY LABOR OR MATERIALS FURNISHED OR TO BE FURNISHED TO CONTRACTOR OR ANY OTHER PARTY CLAIMING UNDER THE CONTRACTOR UPON CREDIT, AND THAT NO CONSTRUCTION OR OTHER LIEN FOR ANY SUCH LABOR OR MATERIALS SHALL ATTACH TO OR AFFECT THE FEE ESTATE HELD BY THE COUNTY. NOTHING IN THIS CONTRACT, INCLUDING WITHOUT LIMITATION JOINDER BY THE COUNTY IN ANY APPLICATION OR APPROVAL, SHALL BE DEEMED OR CONSTRUED IN ANY WAY TO CONSTITUTE COUNTY'S CONSENT OR REQUEST, EXPRESS OR IMPLIED, BY INFERENCE OR OTHERWISE, TO ANY CONTRACTOR, SUBCONTRACTOR, LABORER, OR EQUIPMENT OR MATERIAL SUPPLIER FOR THE PERFORMANCE OF ANY LABOR OR THE FURNISHING OF ANY MATERIALS OR EQUIPMENT FOR ANY CONSTRUCTION, NOR AS GIVING THE CONTRACTOR OR ANY OTHER PERSON CLAIMING UNDER THE CONTRACTOR ANY RIGHT, POWER OR AUTHORITY TO CONTRACT FOR, OR PERMIT THE RENDERING OF, ANY SERVICES, OR THE FURNISHING OF ANY MATERIALS THAT WOULD GIVE RISE TO THE FILING OF ANY LIENS AGAINST THE FEE ESTATE. THE CONTRACTOR SHALL INDEMNIFY THE COUNTY AGAINST ANY CONSTRUCTION UNDERTAKEN BY THE CONTRACTOR OR ANYONE CLAIMING THROUGH THE CONTRACTOR, AND AGAINST ALL PROHIBITED LIENS.

The Lease for the Site expressly prohibits such liability.

4. Restrictions on Subletting and Assignment. Section 25 of the Lease is incorporated herein for purposes of providing notice that the Contractor may not sublease or assign its interest in the Lease, except as provided in Section 25 of the Lease. Section 25 of the Lease expressly provides as follows:

25: SUBLEASES, SUBCONTRACTS, AND ASSIGNMENT OF LEASE

The Contractor shall not sublease all or any portion of the Site. The Contractor shall not assign this lease or transfer controlling interest in the Contractor, except as provided in Section 54, below. The transfer or assignment of this Agreement shall require the prior written consent of the County. Any single transaction or combination of transactions that results in a controlling or majority interest in the Contractor, or substantially all of the Contractor's assets, being purchased by or merged with any other Person shall constitute a transfer of this Agreement. The Contractor shall not subcontract its duties or

obligations under this Agreement without the prior written consent of the County. Before any subcontractor will be allowed to enter the Site, the Contractor must provide the Director with written notice that identifies the name of the subcontractor and a description of the work to be performed by the subcontractor. No subcontract shall relieve the Contractor of any of its duties or obligations to the County under this Agreement.

5. Notices. All notices and other communications to the County and to the Contractor should be sent to the following addresses:

If intended for County:

County Administrator
Martin County
2401 SE Monterey Road
Stuart, Florida 34996
Telephone: 772-288-5939

With a copy to:

County Attorney
Martin County
2401 SE Monterey Road
Stuart, Florida 34996
Telephone: 772-288-5442

If intended for the Contractor:

Brendon J. Pantano, President
RoCo Waste and Recycling, LLC
12967 S.E. Suzanne Drive
Hobe Sound, FL 33455
Telephone: 561-465-7544

With a copy to:

Thomas R. Roberts, Manager
Tom Roberts Consulting, LLC
1660 N.W. 97th Ave.
Pompano Beach, FL 33065
Telephone: 954-931-1032

6. Successors and Assigns. The covenants, conditions and agreements made and entered into by the parties hereto shall be binding upon and inure to the benefit of their respective heirs, administrators, executors, representatives, successors and assigns.

7. Incorporation of Lease. All terms, conditions and definitions set forth in the Lease are hereby incorporated herein by reference as if fully set forth herein.

8. Conflicts with Lease. This Memorandum of Lease is solely for notice and recording purposes and shall not be construed to alter, modify, expand, diminish or supplement the provisions of the Lease. In the event of any inconsistency between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall govern and control.

IN WITNESS WHEREOF, the County and the Contractor have executed this Memorandum of Lease as of the day and year first above written.

ATTEST



Carolyn Timmann
Clerk of Circuit Court & Comptroller

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**



Edward V. Ciampi
Chairman

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Krista A. Storey
Acting County Attorney

WITNESSES:

ROCO WASTE AND RECYCLING, LLC

John Casagranza
Signature

Brendon J. Pantano
Brendon J. Pantano
President

John Casagranza
(Print name of witness)
[Signature]
Signature

Patti W. Hamilton
(Print name of witness)

ACKNOWLEDGMENT

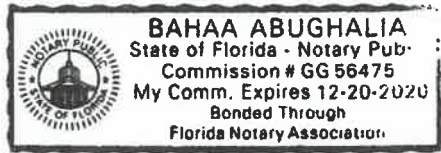
STATE OF Florida

COUNTY OF Broward

BEFORE ME, the undersigned authority, personally appeared Brendon J. Pantano, as President of RoCo Waste and Recycling, LLC, who, being duly sworn, deposes and says that he has read and executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed on this 29 day of May, 2019.

Personally Known
Produced Identification
Type of Identification Produced

[Signature]
Notary Public
State of Florida
My Commission Expires: 12-20-20
(Notary Seal)



Landfill Permit

DeSoto Recycling and Disposal



FLORIDA DEPARTMENT OF Environmental Protection

South District
PO Box 2549
Fort Myers FL 33902-2549
SouthDistrict@FloridaDEP.gov

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

January 15, 2020

In the Matter of an
Application for Permit by:

DeSoto Recycling and Disposal, LLC
Jim Gabbert, President
1250 Hidden Harbor Way
Sarasota, Florida 34242
Gabbert59@comcast.net

DeSoto County – Solid Waste
DRD Landfill
WACS # 95046
Permit No. 331236-004-SC

NOTICE OF PERMIT REVISION

Enclosed is Permit Number 331236-001 to expand the DRD Landfill. The landfill is at 13250 NE Highway 70, Arcadia, Florida 34266, in Desoto County at latitude 27°12'59" N, longitude 81°39'30" W. This permit is issued under Chapter 403, Florida Statutes.

Any party to this order (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 of Environmental Protection, 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 document is filed with the Clerk of the Department.

EXECUTION AND CLERKING

Executed in Ft. Myers, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

A handwritten signature in blue ink, appearing to read "J. Iglehart", written over a horizontal line.

Jon M. Iglehart
Director of District Management

Attachments:

1. Permit and Appendices

Mr. Jim Gabbert
January 15, 2020
Page 2 of 2


CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Lenny Meyer, drdlandfill@gmail.com
Donald Hullings, P.E., Donald.Hullings@tetrattech.com

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.


Clerk

January 15, 2020
Date



FLORIDA DEPARTMENT OF Environmental Protection

South District
PO Box 2549
Fort Myers FL 33902-2549
SouthDistrict@FloridaDEP.gov

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

Permit Issued to:

Desoto Recycling and Disposal, LLC
1250 Hidden Harbor Way
Sarasota, FL 34242

WACS Facility ID No.: 95046
Facility Name: DRD Landfill
13250 NE Highway 70
Arcadia, Desoto County, FL 34266

Contact Person:
Jim Gabbert, President
1250 Hidden Harbor Way
Sarasota, FL 34242

Solid Waste Construction/Operation Permit – Landfill
Permit No.: 331236-004

Permit Issued: May 8, 2015
Permit Revised January 15, 2020:
Permit Expires: May 8, 2035

Permitting Authority:
Florida Department of Environmental Protection
South District Office

SECTION 1 - SUMMARY INFORMATION

A. Authorization

The permittee is hereby authorized to construct and operate the Class III landfill described below in accordance with the specific and general conditions of this permit and any documents attached to this permit or specifically referenced in this permit and made a part of this permit.

This solid waste permit is issued under the provisions of Chapter 403, Florida Statutes, (F.S.), and Chapters 62-4 and 62-701, Florida Administrative Code, (F.A.C.).

This permit does not relieve the permittee from complying with any other appropriate local zoning or land use ordinances or with any other laws, rules or ordinances. Receipt of any permits from the Department does not relieve the applicant from obtaining other federal, state, and local permits and/or modifications required by law, including those from other Sections within the Department or of the Water Management District.

B. Facility Location

The facility is located at 13250 NE Highway 70, Arcadia, Florida 34266, in Section 31, Township 37S, Range 27 E, in Desoto County, at latitude 27°12'59" N, longitude 81°39'30" W.

C. Facility Description

The facility is a Class III Landfill, having approximately 162 acres of total disposal area, divided into 18 cells. The expected average daily load of class III solid waste is 3,000 tons per day under normal operating conditions.

The leachate containment system for the landfill consists of a geomembrane liner. The system has a geomembrane/geosynthetic clay layer under the leachate collection trenches and sump. The system's collection method is through geonets and collection pipes. Leachate is directed to double lined surface impoundments. Collected leachate is treated by oxidation and filtration, then sent to on-site sprayfields or an off-site wastewater treatment plant.

The water quality monitoring system consists of monitoring wells and surface water sampling locations.

The gas monitoring system consists of soil monitoring probes surrounding the landfill and ambient monitoring locations in the buildings.

The stormwater management system is permitted under a separate Department issued Environmental Resource Permit.

D. Appendices Made Part of This Permit

APPENDIX 1 - General Conditions

APPENDIX 2 – Approved Documents

APPENDIX 3 – Water Quality Monitoring Plan

SECTION 2 - SPECIFIC CONDITIONS

A. Administrative Requirements

1. Documents Part of This Permit. The General Conditions, Approved Documents, and Water Quality Monitoring Plan, are attached as appendices and made part of this permit. Where there are conflicts with the permit and the attached documents, the specific conditions of this permit supersede any procedure or requirement given in the appendices. *[62-4.160, 62-701.500(2) and 62-701.600]*
2. Permit Modification. Any change to construction, operation, monitoring, or closure requirements of this permit shall require a modification to this permit. *[62-701.320(4)]*
3. Permit Renewal. A timely and sufficient permit renewal application must be submitted to the Department at least 61 days prior to the expiration of this permit. *[62-701.320(10)]*
4. Transfer of Permit or Name Change. The Department shall be notified by submitting [Form 62-701.900\(8\)](#) within 30 days:
 - a. of any sale or conveyance of the facility;
 - b. if a new or different person takes ownership or control of the facility; or
 - c. if the facility name or permittee's legal name is changed. *[62-701.320(11)]*
5. Air Permit Requirements.
 - a. The landfill owner or operator is not required to obtain an air construction permit, unless landfill construction or any modification is subject to the prevention of significant deterioration (PSD) requirements of Chapter 62-212, F.A.C. A landfill for which construction or modification is subject to PSD requirements must make application to the Bureau of Air Regulation, Department of Environmental Protection, Mail Station 5505, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400, for an air construction permit and must obtain such permit prior to beginning any construction or modification.
 - b. The landfill owner or operator is not required to obtain an air operating permit, unless the landfill is required to obtain a Title V Air Operating Permit (Title V

- Permit) pursuant to Section 403.0872, F.S. A landfill is required to obtain a Title V Permit if the landfill (or the total facility, if the landfill is contiguous to or part of a larger facility) has the potential to emit 10 tons per year (TPY) or more of any hazardous air pollutant, 25 TPY or more of any combination of hazardous air pollutants, or 100 TPY or more of any other regulated air pollutant. A landfill is also required to obtain a Title V Permit if the maximum design capacity, as defined in 40 CFR 60, Subpart WWW, is equal to or greater than 2.5 million Megagrams or 2.5 million cubic meters. Title V Permits must be applied for in accordance with the timing and content requirements of Rule 62-204.800, F.A.C., and Chapter 62-213, F.A.C. Title V applications shall be submitted to the South District Office.
- c. The Permittee is required to comply with the requirements of 40 CFR 60, Subpart WWW and CC as adopted by reference in Rule 62-204.800, F.A.C. The Permittee may have to submit to the Division of Air Resource Management, Department of Environmental Protection, Mail Station 5500, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400, any amended design capacity report and any Non-Methane Organic Compound (NMOC) emission rate report, as applicable, pursuant to 40 CFR 6-.757(a)(3) and (b).
6. Submittals Required Every Five Years. No later than May 8, 2020, May 8, 2025, and May 8, 2030 the permittee shall submit the following:
- a. An updated closure plan to reflect changes in closure design, long-term care requirements, and financial assurance requirements. [62-701.320(10)(b)]
 - b. A revised closure cost estimate, made by recalculating the total cost of closure or long-term care, in current dollars. [62-701.630(4)(b)]
 - c. A demonstration that the leachate collection system has been water pressure cleaned or inspected by video recording. [62-701.500(8)(h)]
7. Permit Fee Payments. The total permit fee required for this permit is \$26,000. The applicant has elected to pay this fee in installments and submitted a fee of \$10,000. No later than December 8, 2019, December 8, 2024, and December 8, 2029, the permittee shall submit to the Department an installment payment of this fee in the amount of \$4,000. This fee is due the State regardless of whether the permittee closes the facility, surrenders the permit, has the permit revoked, or transfers the permit before it expires. If the permittee elects to transfer the permit, it must either pay the entirety of the fee due before submitting the application for transfer, or it must include with the transfer application a signed agreement from the proposed transferee to accept responsibility for the remainder of the permit fee due. [62-701.315(13)]

B. Construction Requirements

1. Construction authorized. The permittee is authorized to construct the solid waste management facilities described in Section 1. C, Facility Description, of this permit. [62-701.300(1)(a)]

2. General Construction Requirements. All construction shall be done in accordance with the approved design, drawings, CQA plan, and specifications of Appendix 2. The Department shall be notified before any changes, other than minor deviations, to the approved design are implemented in order to determine whether a permit modification is required. [62-701.320(1)]
3. Commencement of Construction. The permittee shall notify the Department in writing before beginning construction of any permitted phase or cell of the landfill. [62-701.330(2)(c)]
4. Certification of Construction Completion. Upon completion of construction of a phase, the engineer of record shall certify to the Department, using [Form 62-701.900\(2\)](#), that the permitted construction is complete and was done in substantial conformance with the approved construction plans except where minor deviations were necessary. All deviations shall be described in detail and the reasons therefore enumerated. The following documents shall be submitted along with the Certification:
 - a. The final report and record drawings showing that the liner system has been installed in substantial conformance with the plans and specifications for the liner system. The record drawings must include the results of the surveys of the liner, base grade and collection pipe slopes.
 - b. Results of testing of geosynthetic and soil components of the liner system. [62-701.320(9)(b)]
5. Construction Quality Assurance. The Construction Quality Assurance (CQA) Plan and Technical Specifications of Appendix 2 shall be followed for preparing the subgrade and installing and testing the liner system and related components. The CQA engineer or the engineer's designee shall be on-site at all times during construction of the liner system to monitor the construction activities including preparation of the subbase, placement of the liner components and leachate collection system, and placement of the drainage and protective layer over the primary liner. [62-701.400(7)]
6. Approval of Certification. The permittee shall not begin using newly constructed disposal cells at the facility until one of the following has occurred:
 - a. The Department has stated in writing that it has no objection to the certification of construction completion; or
 - b. 30 days have passed since the certification was submitted and the Department has not responded in writing to the certification. [62-701.320(9)(b)]
7. Protective Barrier. The granular drainage layer above leachate collection trench shall be overlain with an additional 12 inches of protective material as specified in subparagraph [62-701.400(4)(b)., F.A.C.]

C. Operation Requirements

1. General Operating Requirements. The Permittee shall operate the landfill in accordance with the approved Operation Plan. The Department shall be notified before any changes, other than minor deviations, to the approved Operation Plan are implemented in order to determine whether a permit modification is required. [62-701.320(1)]
2. Operation Plan. A copy of the approved Operation Plan and the operating records, shall be kept at the facility and shall be accessible to landfill operators. [62-701.320(16)(a)]
3. Authorized Waste Types. The facility is authorized to manage only the following waste types:
 - a. Waste types defined in Rule 62-701.200, F.A.C.:
 - 1) Class III waste.
 - 2) Construction and demolition debris.
 - 3) Yard trash.
 - 4) Recovered materials.
 - b. Other Wastes Specifically Authorized: Soil that has been contaminated with petroleum products or any other materials that are not hazardous wastes if the soil does not have the potential to leach constituents in excess of Department ground water standards or criteria. [62-701.520(4)]
4. Unauthorized Waste Types. The facility is not authorized to accept, process or dispose any waste types not listed in C.3. above. Any unauthorized waste inadvertently received by the facility shall be managed in accordance with the approved Operation Plan.
5. Waste Management and Handling.
 - a) Solid waste shall be formed into cells to construct horizontal lifts not greater than 10 feet thick. The working face of the cell, and side grades above land surface, shall be at a slope no greater than three feet horizontal to one-foot vertical rise or as authorized by this permit in accordance with the approved operation plan.
 - b) No solid waste shall be disposed of outside of the permitted footprint of the solid waste disposal units.
 - c) The sequence of waste filling shall be as specified in the approved operation plan.
6. Landfill Elevation. The final (maximum) elevation of the landfill shall not exceed 270 feet, National Geodetic Vertical Datum (NGVD). [62-701.500(7)(h)]
7. Initial Waste Placement. The first layer of waste placed above the liner and leachate collection system shall be a minimum of four feet in compacted

thickness and consist of selected wastes containing no large rigid objects that may damage the liner or leachate collection system. *[62-701.400(3)(d)4]*

8. Cover Requirements.

a) Initial Cover: The permittee shall apply a 6-inch compacted layer over the exposed solid waste at the end of each work week. The layer shall be made from:

- i. Clean soil,
- ii. Recovered screen material, or
- iii. Contaminated soil identified in Section 2, C,3,b, Other Wastes Specifically Authorized, if it meets the criteria of subsections 62-701.200(53)

[62-701.500(7)(f)]

b) Intermediate Cover: The permittee shall apply a 6-inch compacted layer within seven days of cell completion if additional solid waste will not be deposited within 180 days of cell completion. The layer shall be made from:

- i. Clean soil,
- ii. Recovered screen material, or
- iii. Contaminated soil identified in Section 2, C,3,b, Other Wastes Specifically Authorized, if it meets the criteria of subsections 62-701.200(55)

[62-701.500(7)(g)]

9. Erosion Control. Erosion control measures shall be employed to correct any erosion which exposes waste or causes malfunction of the storm water management system. Such measures shall be implemented within three days of occurrence. If the erosion cannot be corrected within seven days of occurrence, the landfill operator shall notify the Department and propose a correction schedule. *[62-701.500(7)(k)]*

10. Contingency Plan and Notification of Emergencies. The Permittee shall notify the Department in accordance with the approved Contingency Plan in the Operation Plan. Notification shall be made to the Solid Waste Section of DEP's South District Office at (239) 344-5600. *[62-701.320(16)(a)]*

11. Housekeeping. The facility shall be operated to control dust, vectors, litter and objectionable odors. *[62-701.500(7)(e)]*

12. Leachate Management.

a) The permittee shall operate the leachate management system (including the collection, removal, storage, and on-site treatment systems), and maintain the system as designed, so that leachate is not discharged from the system except as provided for in the Operation Plan.

b) Daily inspections and maintenance of the leachate management system shall be conducted in accordance with the Operation Plan.

- c) The leachate collection pipes shall be cleaned or video inspected at least once every five years. A summary of the results shall be submitted with the permit renewal application.
- d) The permittee, on a daily basis, shall record quantities of leachate generated in gal/day and precipitation at the facility, and shall compare these measurements.

[62-701.500(8)]

13. Spotters and Operators.

- a) At least one trained operator shall be on duty whenever the facility is operating.
- b) At least one trained spotter shall be on the working face at all times the facility is receiving wastes.
- c) Interim operators shall work under the direct supervision of a trained spotter or operator.
- d) The facility shall employ an interim operator no more than three consecutive months. No person shall be employed at the facility as an interim operator more than one year after the initial employment as an interim operator.
- e) Operators and spotters shall be trained in accordance with subsection 62-701.320(15), F.A.C.

[62-701.320(15)]

14. Record Keeping Requirements.

- a) Design Information. The permittee shall keep records of all information used to develop or support the permit applications and any supplemental information submitted to comply with this chapter pertaining to construction of the landfill throughout the design period.
- b) Operation Records. Records pertaining to the operation, except for weigh tickets, of the landfill shall be kept for the design period of the landfill.
- c) Waste Quantity Records. Waste records shall be compiled monthly, and copies shall be provided to the Department no less than annually by January 15, of each year of this permit. This information shall be reported to the Department through the DEP Business Portal located at:
<http://www.fldepportal.com/go>.
- d) Monitoring Records. The permittee shall retain records of all monitoring information, including calibration and maintenance records, all original chart recordings for continuous monitoring instrumentation, and copies of all reports required by permit, for at least ten years. Background water quality records shall be kept for the design period of the landfill.
- e) Estimate of Remaining Life. The permittee shall submit the annual estimate of the remaining life and capacity by December 31 of each year of this permit. The report shall be submitted to the South District Office and to:

Florida Department of Environmental Protection
Solid Waste Section, MS 4565
2600 Blair Stone Road
Tallahassee, Florida, 32399-2400

[62-701.500(13)]

15. Hazardous Waste.
- a) If any regulated hazardous wastes are discovered to be deposited at the facility, the facility operator shall promptly notify the Department, the person responsible for shipping the wastes to the facility, and the generator of the wastes, if known.
 - b) The area where the wastes are deposited shall immediately be cordoned off from public access.
 - c) If the generator or hauler cannot be identified, the facility operator shall assure the cleanup, transportation, and disposal of the waste at a permitted hazardous waste management facility.
 - d) In the event that hazardous wastes are discovered they shall be managed in accordance with the procedures provided in facility Operation Plan.
- [62-701.500(6)(b)]*
16. Stormwater. Leachate shall not be discharged into the stormwater management system. Stormwater or other surface water which comes into contact with or mixes with the solid waste or leachate shall be considered leachate. *[62-701400.(9)(b) and 62-701.500(8)]*

D. Water Quality Monitoring Requirements

- 1. Zone of Discharge. The zone of discharge for this facility shall be a no more than 100 feet from the edge of the solid waste disposal units, and shall not extend vertically beyond the surficial aquifer. *[62-701.320(18)]*
- 2. Minimum Groundwater Criteria. The ground water quality standards shall met at the boundary of the zone of discharge. *[62-701.320(17)]*
- 3. Water Quality Monitoring Plan. The Water Quality Monitoring Plan for this permit is included in APPENDIX 3. *[62-701.510]*

E. Gas Management System Requirements

- 1. Construction Requirements.
 - a. Ambient monitoring points shall be located in the scale house and office building.
 - b. The gas monitoring points shall be located and constructed as shown on Sheet N2 of the application.
 - c. The Department shall be notified before any changes, other than minor deviations, to the approved design are implemented.
- [62-701.530(2)]*

2. Certification of Construction Completion. After construction is completed the engineer of record shall certify to the Department in accordance with Rule 62-701.320(9)(b), F.A.C., that the permitted construction is complete and was performed in substantial conformance with the approved construction plans except where minor deviations were necessary. All deviations shall be described and the reasons therefore enumerated. *[62-701.530(3)]*
3. Operational Requirements. Gas controls shall be operated and maintained so that they function as designed. *[62-701.530(3)]*
4. Monitoring Requirements.
 - a. Monitoring for methane gas at the property boundary and within structures on the property shall be performed quarterly.
 - b. The gas monitoring results shall be reported as a percent of the lower explosive limit (LEL), calibrated to methane.
 - c. The report shall be submitted to the Department under separate cover no later than 15 days after the end of the period in which the monitoring occurred.
 - d. Sampling shall be conducted in the headspace of soil monitoring probes without purging the gas before collecting the samples.
[62-701.530(2)]
5. Gas Remediation Plan. The facility landfill gas management system shall be operated to prevent the concentration of combustible gases from exceeding 25% of the lower explosive limit in structures, excluding gas control or recovery components, and from exceeding the lower explosive limit at or beyond the property boundary. If either of these limits is exceeded then a gas remediation plan shall be designed and implemented in accordance with Rule 62-701.530(3)(a), F.A.C.
6. Odor Remediation Plan. If objectionable odors are confirmed beyond the property boundary then upon notification by the Department the permittee shall:
 - a. Immediately take steps to reduce the objectionable odors,
 - b. Submit to the Department for approval an odor remediation plan for the gas releases,
 - c. Initiate the remediation within 30 days of approval, and
 - d. Implement a routine odor monitoring program to determine the timing and extent of any off-site odors, and to evaluate the effectiveness of the odor remediation plan.
[62-701.530(3)(b)]

F. Financial Assurance and Cost Estimates

1. Financial Assurance Mechanism. The permittee may not receive waste for disposal or storage in any disposal unit for which financial assurance has not been approved. Proof that the financial mechanisms are established and funded in

accordance with Rule 62-701.630, F.A.C. shall be submitted to the Department at least sixty (60) days prior to the planned acceptance of solid waste in any disposal unit. When established, the permittee shall maintain, in good standing, the financial assurance mechanisms. Supporting documentation and evidence of increases associated with cost estimate increases shall be submitted within the time frames specified in Rule 62-701.630, F.A.C.

All submittals in response to this specific condition shall be sent to:
Florida Department of Environmental Protection
Financial Coordinator - Solid Waste Section
2600 Blair Stone Road, MS 4548
Tallahassee, Florida 32399-2400

2. Cost Estimates.
 - a. The permittee shall submit closure cost estimates, including annual adjustments for inflation, in accordance with the requirements of Rule 62-701.630(3) and (4), F.A.C., and 40 CFR Part 264.142(a) using Form 62-701.900(28).
 - b. An owner or operator using an escrow account shall submit the annual inflation adjusted estimate between July 1 and September 1. An owner or operator using a letter of credit, guarantee bond, performance bond, financial test, corporate guarantee, trust fund or insurance shall submit the inflation adjusted cost estimate between January 1 and March 1.
 - c. All submittals in response to this specific condition shall be sent to the District Office and a copy to the address identified in Specific Condition F.1. or to the following email address: Solid.Waste.Financial.Coordinator@dep.state.fl.us.

G. Closure Requirements

1. Notification of Closure. The Permittee shall notify the Department at least 30 days prior to initiating the closure activities and receive written approval from the Department prior to beginning the work.
2. Closure. All closure activities shall be done in accordance with the approved closure plan in Appendix 2. [62-701.600(5)]
3. Gas Management. Vents shall be installed at locations necessary to reduce gas pressure and prevent lateral migration. [62-701.530(1)(a)]
4. Certification of Closure Construction Completion. After closure construction has been completed, the engineer of record shall certify to the Department on Form 62-701.900(2) that the closure is complete and that it was done in accordance with the plans submitted to the Department except where minor deviation was necessary. All deviations shall be described in detail and the reasons therefore enumerated. [62-701.600(6)]

PERMITTEE NAME: Desoto Recycling and Disposal, LLC
FACILITY NAME: DRD Landfill

PERMIT NO.: 331236-004
WACS Facility ID: 95046

Executed in Lee County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Jon M. Iglehart
Director of District Management

Appendix 1 General Conditions

(1) The terms, conditions, requirements, limitations and restrictions set forth in this permit, are “permit conditions” and are binding and enforceable pursuant to Sections 403.141, 403.727, or 403.859 through 403.861, F.S. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

(2) This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

(3) As provided in subsections 403.987(6) and 403.722(5), 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 any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other department permit that may be required for other aspects of the total project which are not addressed in this permit.

(4) This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and 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.

(5) This permit does not relieve the permittee from liability 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, or from penalties therefore; 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.

(6) The permittee shall 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, as required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.

(7) The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:

- (a) Have access to and copy any records that must be kept under conditions of the permit;
- (b) Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
- (c) Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.

Reasonable time may depend on the nature of the concern being investigated.

(8) If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:

- (a) A description of and cause of noncompliance; and
- (b) The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance. The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.

(9) 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 where such use is prescribed by Sections 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.

(10) The permittee 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.

(11) This permit is transferable only upon Department approval in accordance with Rules 62-4.120 and 62-730.300, F.A.C., as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.

(12) This permit or a copy thereof shall be kept at the work site of the permitted activity.

(13) This permit also constitutes:

- (a) Determination of Best Available Control Technology (BACT)
- (b) Determination of Prevention of Significant Deterioration (PSD)
- (c) Certification of compliance with State Water Quality Standards (Section 401, PL 92-500)
- (d) Compliance with New Source Performance Standards

(14) The permittee shall comply with the following:

(a) Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.

(b) The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.

(c) Records of monitoring information shall include:

- 1. The date, exact place, and time of sampling or measurements;
- 2. The person responsible for performing the sampling or measurements;
- 3. The dates analyses were performed;
- 4. The person responsible for performing the analyses;
- 5. The analytical techniques or methods used;
- 6. The results of such analyses.

(15) When requested by the Department, the permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

PERMITTEE NAME: Desoto Recycling and Disposal, LLC
FACILITY NAME: DRD Landfill

PERMIT NO.: 331236-004
WACS ID NO.: 95046

APPENDIX 2 – Approved Application Documents

1. Operation Plan – submitted as Part K of the additional information on August 29, 2019
2. Closure Plan submitted as Part O of the application on July 16, 2019
3. Construction Quality Assurance Plan and Technical Specification, submitted as Appendix A of the application on July 16, 2019
4. Design Drawings submitted with the application and additional information

**APPENDIX 3
WATER QUALITY MONITORING PLAN**

DRD Landfill

PERMIT NO: 331236-004
WACS FACILITY ID: 95046

I. GENERAL

1. The field testing, sample collection and preservation and laboratory testing, including quality control procedures, shall be in accordance with Chapter 62-160, F.A.C. Approved methods as published by the Department or as published in Standard Methods, ASTM, or EPA Methods shall be used. **[62-701.510(2)(b), F.A.C.]**
2. The organization collecting samples at this site must use the Field and Laboratory Standard Operating Procedures (DEP-SOP-001/01) referenced in Chapter 62-160, F.A.C. The laboratory designated to conduct the chemical analyses must be certified by the Florida Department of Health Environmental Laboratory Certification Program (DOH ELCP). This Certification must be for the test method and analyte that are reported. **[62-160.210(1), 62-160.300(1), 62-701.510(2)(b), F.A.C. and DEP SOP FS 1008.]**

NOTE: DEP-SOP-001/01 can be accessed at:
<http://www.dep.state.fl.us/water/sas/sop/sops.htm>

3. The permittee must ensure that the analytical laboratory conducting the analyses uses analytical methods capable of achieving detection limits at or below the Groundwater Cleanup Target Levels (GCTLs) or the Freshwater Surface Water Cleanup Target Levels (SWCTLs) in Table I, Chapter 62-777, F.A.C. except those listed in Table C of the "FDEP Guidance for the Selection of Analytical Methods and for the Evaluation of Practical Quantitation Limits dated 10/12/2004". GCTLs and SWCTLs that are not water quality standards are used as screening tools and interim guidelines for ground water minimum criteria until standards are promulgated. **[DEP SOP FM 1000]**
4. If, at any time, analyses detect parameters which are significantly above background water quality, or which are at levels above the Department's water quality standards or criteria specified in Chapter 62-520, F.A.C., in the detection wells or at the edge of the Zone of Discharge, the Permittee may confirm the data by resampling the affected wells within thirty (30) days of receipt of the sampling data. Should the permittee choose not to resample, the Department will consider the water quality analysis as representative of current ground water conditions at the facility. If the data is confirmed, or if the permittee chooses not to resample, the permittee shall notify the Department within 14 days of this finding. **[62-701.510(6)(a), F.A.C.]**

If the resampling event detects parameters which are significantly above background water quality, or which are at levels above the Department's water quality standards or criteria specified in Chapter 62-520, F.A.C., the Permittee shall notify the Department in writing within 14 days of receipt of the sampling data. Confirmed data must be submitted to the Department within 60 days from completion of lab analyses, unless a different due date is

approved. Use “CONF” (for confirmation data) in the report type column. **[62-701.510(8)(a), F.A.C.]**

Upon notification by the Department, the permittee shall initiate evaluation monitoring in accordance with Rule 62-701.510(6)(a), F.A.C.

II. GROUND WATER QUALITY MONITORING

1. The 26 ground water monitoring wells included in this monitoring plan and designated for water quality testing and water level measurements are listed in Table 1 and shown on Figure 2. **[62-701.510(3)(d)2 & 3, F.A.C.]**
2. If evaluation of water levels or concentrations in the monitoring wells indicate that background wells are not upgradient or are affected by landfill, the wells’ designation shall be changed to detection or compliance, as warranted. **[62-701.510(3)(c)]**
3. Any initial sample collected from a new ground water monitoring well, unless the new monitoring well is installed to replace an existing well within the monitoring network, shall be analyzed for the following Initial Ground Water Monitoring Parameters. **[62-701.510(5)(b), F.A.C.]**

Field Parameters	Laboratory Parameters
1. Static water level in wells before purging	1. Aluminum
2. Dissolved oxygen	2. Chlorides
3. pH	3. Sulfate
4. Specific conductivity	4. Ammonia – N, Total
5. Temperature	5. Chlorides
6. Turbidity	6. Iron
7. Colors and sheens (by observation)	7. Nitrate
	8. Sodium
	9. Total dissolved solids (TDS)
	10. Those parameters listed in 40 CFR Part 258, Appendix II.*

* Mercury not listed because it is included in Appendix II.
 * Appendix I is not listed because it is a subset of Appendix II

4. The active monitoring wells for the landfill shall be routinely sampled and analyzed semi-annually in May and November for the following Ground Water Monitoring Parameters. **[62-701.510(5)(c), (7)(a), and 62-701.730(4)(b), F.A.C.]**

Field Parameters	Laboratory Parameters
1. Static water level in wells before purging	1. Aluminum
2. Dissolved oxygen	2. Cadmium
3. pH	3. Chromium
4. Specific conductivity	4. Lead
5. Temperature	5. Sulfate
6. Turbidity	6. Arsenic
7. Colors and sheens (by observation)	7. Ammonia – N, Total
	8. Chlorides
	9. Iron
	10. Mercury
	11. Nitrate
	12. Sodium
	13. Total dissolved solids (TDS)
	14. Those parameters listed in 40 CFR Part 258 Appendix I

- All water quality analyses will be performed on unfiltered samples unless approved by the Department. [62-520.310(5), F.A.C.]

III. SURFACE WATER MONITORING

- The five water sites included in this monitoring plan are listed in Table 1 and shown on Figure 2. [62-701.510(4)(c), F.A.C.]
- Semi-annual samples from the surface water monitoring sites shall be collected in May and November. The samples shall be analyzed for the following Surface Water Monitoring Parameters. [62-701.510(5)(d) & (7)(b), F.A.C.]

Field Parameters	Laboratory Parameters
1. Surface Water Elevation	1. Unionized ammonia as N
2. Specific Conductivity	2. Total hardness as CaCO ₃
3. pH	3. Biochemical oxygen demand (BOD ₅)
4. Dissolved oxygen	4. Iron
5. Turbidity	5. Mercury
6. Temperature	6. Nitrate
7. Colors and sheens (by observation)	7. Total Dissolved Solids (TDS)
	8. Total Organic Carbon (TOC)
	9. Fecal Coliform
	10. Total Phosphorus as P
	11. Chlorophyll A
	12. Total nitrogen
	13. Chemical Oxygen Demand (COD)
	14. Total Suspended Solids (TSS)
	15. Those parameters listed in 40 CFR Part 258 Appendix I

IV. MONITORING WELL REQUIREMENTS

- If a monitoring well or piezometer becomes damaged or inoperable, the Permittee shall notify the Department within two days of discovery with a written report within ten days of notice. The written report shall describe what problem has occurred and the remedial

measures that have been taken to prevent a recurrence. The Department can require the replacement of inoperable monitoring wells or piezometers. [62-520.600(6)(l), F.A.C.]

2. New or replacement monitoring well design or placement must be approved by the Department. The design and construction of these wells must be based on site-specific borings with appropriate supporting data such as grain size distribution analyses, in-situ hydraulic conductivity testing, and depth to water. Wells shall be installed using standard, accepted practices for well construction. [62-701.510(3), F.A.C. and 62-520.600(3) and (6), F.A.C.]
3. All wells and piezometers shall be clearly and permanently labeled and the well site maintained so that the well is visible at all times. Unless otherwise authorized in a Department permit, new monitoring wells, and existing monitoring wells at the time of permit renewal, shall have protective bollards or other devices installed around them if they are located in areas of high traffic flow to prevent damage from passing vehicles. [62-701.510(3)(d)5, F.A.C.]
4. The Department shall be notified in writing before any monitoring wells are abandoned or plugged. Wells shall be abandoned using standard, accepted practices for well abandonment. [62-701.510(3)(d)6, F.A.C.]

V. REPORTING REQUIREMENTS

A. FIELD ACTIVITIES

1. The Department must be notified in writing, hard copy or e-mail, at least 14 days prior to the installation and/or sampling of any monitoring well so that the Department may collect split samples. [62-701.510(8)(a), F.A.C.]

B. MONITORING WELL COMPLETION REPORT

2. The Monitoring Well Completion Report, Form 62-701.900(30), F.A.C., must be submitted to the Department within 30 days after installation of any new or replacement monitoring well. In addition, as-built well construction diagrams and soil boring logs that cover the entire depth of the monitoring well must be submitted to the Department. [62-520.600(6)(j), F.A.C.]

NOTE: The top of casing elevation of each well, to the nearest 0.01 feet, and the latitude and longitude of each well in degrees, minutes and seconds, to two decimal places, must be determined and certified by a Florida Licensed Surveyor and Mapper and provided on the form. [62-701.510(3)(d)1 & 62-520.600(6)(i), F.A.C.]

C. SURVEYING

3. A drawing must be submitted within 60 days following monitoring well installation showing the location of all monitoring sites (active, abandoned, and Evaluation Monitoring), piezometers, water bodies and waste filled areas. The location of features on the drawing must be horizontally and vertically located by standard surveying techniques.

The drawing shall include all monitoring well locations, each monitoring well name and identification (WACS) number, the top of casing, pad elevation, permanent benchmarks and/or corner monument markers referenced to a nationally recognized datum (such as NGVD 1929 or NAVD 1988) to the nearest 0.01 feet. The latitude and longitude of each well in degrees, minutes and seconds, to two decimal places, must be determined and provided on the drawing. The survey shall be conducted and certified by a Florida Licensed Surveyor and Mapper. **[62-701.510(1)(c)&(3)(d)1, and 62-520.600(6)(i), F.A.C.]**

4. If a monitoring well is being replaced or new wells are being added to an existing ground water monitoring plan, only the new wells need to be surveyed as long as all other monitoring wells in the monitoring plan have been surveyed and certified by a Florida Licensed Surveyor and Mapper and there is no reason to believe that the elevations have changed. The location and elevation determinations and the certification must be provided with the Monitoring Well Completion Report upon completion of each new well. **[62-701.510(3)(d)1, F.A.C.]**

**D. INITIAL AND SEMI-ANNUAL SAMPLING AND SUBMITTING
 ELECTRONIC DATA**

5. Required monitoring reports must be submitted to the Department within sixty (60) days from completion of laboratory analyses and shall follow the Department’s electronic reporting requirements using the ADaPT software. **[Rule 62-701.510(8)(a), F.A.C.]**
6. Required water quality monitoring reports and analytical results shall be submitted electronically. Water quality monitoring reports shall be submitted in Adobe pdf format. The water quality data Electronic Data Deliverable (EDD) shall be provided to the Department in a comma separated text file electronic format consistent with requirements for importing the data into the Department's databases as summarized at: <http://www.dep.state.fl.us/waste/categories/shw/pages/ADaPT.htm>. Water quality monitoring reports shall be signed and sealed by a Florida registered professional geologist or professional engineer with experience in hydrogeological investigations and shall include the following:
 - a) Cover letter ;
 - b) Summary of exceedances and recommendations;
 - c) Ground water contour maps;
 - d) Chain of custody forms;
 - e) Water levels, water elevation table;
 - f) Water Quality Monitoring Certification using Form Rule 62-701.900(31), F.A.C.;
 - g) Appropriate information using the Groundwater Sampling Log, Form FD 9000-24 (DEP-SOP-001/01); and,
 - h) Laboratory and Field EDDs and error logs, as applicable.

All submittals in response to this specific condition shall be sent both to:

Florida Department of Environmental Protection South District Office P.O. Box 2549	Florida Department of Environmental Protection Solid Waste Section 2600 Blair Stone Road, MS 4565 Tallahassee, Florida, 32399-2400
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Fort Myers, Florida 33902-2549 Email to: SouthDistrict@dep.state.fl.us	Email to: ADaPT.EDDs.and.Reports@dep.state.fl.us
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E. WATER ELEVATIONS

7. Water levels in all monitoring wells, whether sampled or not, all piezometers and all surface water sites must be measured to the nearest 0.01 foot and reported semi-annually. Surface water elevations at sampling locations must be measured to the nearest 0.01 foot on the same day as ground water levels in the wells and piezometers and reported semiannually. All water level measurements must be made within a one-day period. These measurements should be reported in a table that includes well or surface water point name, date water level measured, measuring point elevation referenced to a nationally recognized datum (such as NGVD 1929 or NAVD 1988), depth to water and calculated water level elevation referenced to the same nationally recognized datum. The ground water elevations shall be reported in the ADaPT data for the upload into WACS. **[62-701.510(8)(a)8, F.A.C.]**

F. GROUND WATER CONTOUR MAPS

8. Ground water elevation contour maps for each monitored aquifer zone must be submitted semi-annually to the Department, with contours at no greater than one foot intervals unless site specific conditions dictate otherwise. Ground water elevation contour map(s) should include monitoring well and piezometer locations, ground water elevation at each monitoring well or piezometer location referenced to a nationally recognized datum (such as NGVD 1929 or NAVD 1988), a bar scale, north arrow, ground water contour interval, date of measurement and ground water flow direction. The map(s) must incorporate adjacent and on-site surface water elevations where appropriate. These maps shall be signed and sealed pursuant to Florida Statutes (F.S.) Chapters 471 and 492 which require that documents requiring the practice of professional engineering or professional geology, as described in Chapter 471 or 492, F.S., be signed and sealed by the professional(s) who prepared or approved them. This certification must be made by a licensed professional who is able to demonstrate competence in this subject area. **[62-701.510(8)(a)9, F.A.C.]**

G. TECHNICAL REPORT

9. A technical report, signed and sealed by a professional geologist or professional engineer with experience in hydrogeologic investigations, shall be submitted to the Department approximately every two and one-half years during the active life of the facility, and every five years during the long-term care period. The report shall summarize and interpret the water quality monitoring results and water level measurements collected since the last Technical Report. The report shall contain, at a minimum, the following **[62-701.510(8)(b), F.A.C.]**:
 - a) Tabular displays of any data which shows that a monitoring parameter has been detected, and graphical displays of any leachate key indicator parameters detected (such as pH, specific conductance, TDS, TOC, sulfate, chloride, sodium and iron), including hydrographs for all monitor wells;
 - b) Trend analyses of any monitoring parameters consistently detected;

- c) Comparisons among shallow, middle, and deep zone wells;
 - d) Comparisons between background water quality and the water quality in detection and compliance wells;
 - e) Correlations between related parameters such as total dissolved solids and specific conductance;
 - f) Discussion of erratic and/or poorly correlated data;
 - g) An interpretation of the ground water contour maps, including an evaluation of ground water flow rates; and
 - h) An evaluation of the adequacy of the water quality monitoring frequency and sampling locations based upon site conditions.
10. Required water quality monitoring reports and water quality data for the Technical Report shall be submitted in electronic format as described in Specific Conditions V. 6 and 7 of this Appendix. **[62-160.240 and 62-701.510(8)(a), F.A.C.]**

List of Attachments

Table 1 – Water Quality Sampling Testsite Information

Figure 2 –Monitoring Network Location Map

Table 1 – Water Quality Sampling Testsite Information

Testsite Name	Testsite WACS No.	Designation	Aquifer
MW-1	30681	Background	Surficial
MW-2	30682	Background	Surficial
MW-3	29468	Background	Surficial
MW-6	30540	Detection	Surficial
MW-7	23039	Background	Surficial
MW-8	23040	Background	Surficial
MW-9	23041	Detection	Surficial
MW-10	23042	Detection	Surficial
MW-11	23043	Detection	Surficial
MW-12	23044	Detection	Surficial
MW-13	23045	Detection	Surficial
MW-14	23046	Detection	Surficial
MW-15	23047	Detection	Surficial
MW-16	30602	Detection	Surficial
MW-17	23049	Detection	Surficial
MW-18	23050	Detection	Surficial
MW-19	23051	Detection	Surficial
MW-20	30685	Detection	Surficial
MW-21	30686	Detection	Surficial
MW-22	30687	Detection	Surficial
MW-23	30688	Detection	Surficial
MW-24	30689	Background	Surficial
MW-25	30690	Background	Surficial
MW-26	30691	Background	Surficial
MW-27	30692	Background	Surficial
MW-28	30693	Detection	Surficial
SG-1	23057	Surface Water	-
SG-2	29466	Surface Water	-
SG-3	29467	Surface Water	-
SW-1	23052	Surface Water	-
SW-2	23053	Surface Water	-
SW-3	23054	Surface Water	-
SW-4	23055	Surface Water	-
SW-5	23056	Surface Water	-