RFP No. 08-07-24-11 Addendum 2
Cliff Berry Inc.
Supplier Response

Event Information

Number: RFP No. 08-07-24-11 Addendum 2
Title: Household/Emergency Hazardous Waste Collection and Disposal Services
Type: Request for Proposals
Issue Date: 6/16/2024
Deadline: 8/7/2024 11:00 AM (ET)
Notes: The City of Coconut Creek, Florida is the lead agency for this contract and on behalf of the Southeast Florida Governmental Purchasing Cooperative Group (SEFL NIGP) is actively seeking proposals from qualified Proposers to provide Household Hazardous Waste Collection and Disposal, Latex Paint Collection and Processing, Electronics Recycling, and Emergency Hazardous Waste Services in full accordance with the scope of services, terms, and conditions contained in this Request for Proposals (RFP).

The City of Coconut Creek is committed to providing the community with exceptional, responsive, and sustainable services through innovation, continuous improvement, and reduced landfill waste.

Contact Information

Contact: Lorie Messer Procurement Analyst
Address: A/P - Finance & Administrative Services
Government Center
4800 West Copans Road
Coconut Creek, FL 33063
Phone: 1 (954) 956-1584

Fax: 1 (954) 973-6754
Email: lmesser@coconutcreek.net

Cliff Berry Inc. Information

Address: P. O. Box 13079
Fort Lauderdale, FL 33316
Phone: (954) 763-3390
Fax: (954) 763-8375
Toll Free: (800) 899-7745
Web Address: www.cliffberryinc.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Patrick Collins
Signature

compliance@cliffberryinc.com
Email

Submitted at 8/7/2024 10:48:05 AM (ET)

Response Attachments

Submittal Document Final Sub.pdf

Final Submittal

Bid Attributes

1	**Section I - General Terms and Conditions** I acknowledge reading and understanding the General Terms and Conditions. ☑ Yes
2	**Section II - Special Terms and Conditions** I acknowledge reading and understanding the Special Terms and Conditions. ☑ Yes
3	**Section III - Detailed Requirements - Scope of Services** I acknowledge reading and understanding the Detailed Requirements - Scope of Services. ☑ Yes
4	**Section IV - Required Documents** I acknowledge and understand that all forms shall be completed and notarized (if applicable) and submitted as a requirement of this solicitation. ☑ Yes
5	**Insurance Requirements** I acknowledge reading and understanding the Insurance Requirements and shall upload with my response a copy of a current Certificate of Insurance as a requirement of this solicitation. ☑ Yes

6	**Visa Credit Card - Preferred Method of Payment** 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. Yes
7	**Purchase by other Governmental Agencies** Please indicate if you will permit other governmental entities to purchase from your agreement with the City of Coconut Creek. Yes
8	**Scrutinized Companies and Countries of Concern per Sections 287.135, 215.473, & 287.138, Florida Statute** By checking "yes" below, Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. Beginning January 1, 2024, the City must not enter into a contract that grants access to an individual's personal identifying information to any Foreign Country of Concern such as: People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, unless the Contractor provides the City with an affidavit signed by an authorized representative of the Contractor, under penalty of perjury, attesting that the Contractor does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Beginning January 1, 2025, the City must not extend or renew any contract that grants access to an individual's personal identifying information unless the Contractor provides the City with an affidavit signed by an authorized representative of the Contractor, under penalty of perjury, attesting that the Contractor does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida. Yes

9 **E-Verify Requirements**

Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095 Florida Statutes, "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended, and Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this Section.

☑ I acknowledge and Agree

10 **Drug Free Workplace**

In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: 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 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 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.

Yes

11 **Conflict of Interest**

Bidder affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Coconut Creek employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.

Affirmed, we have no conflicts of interest.

12 **Labor Harmony**

Contractor agrees that all labor employed by Contractor, its agents or subcontractors for work on City property must be in harmony with all other labor being used by City or other contractors working on City's property. Contractor agrees to give City immediate notice of any threatened or actual dispute and will provide assistance as determined necessary by City to resolve any such dispute. Contractor, its agents or subcontractors, will remove from City's property any person objected to by City in association with the work.

☑ I Agree

13 **Exceptions to the Request for Proposal**

Proposals that are exceptions to that which are specified and outlined here. However, all alterations or omissions of required information or any change in the bid requirements is done at the risk of the Bidder presenting the bid and may result in the rejection thereof. Please list exceptions, if any, in this attribute. If there are no exceptions, **type "none".**

none

Bid Lines

1 Package Header

GROUP 1 - HOUSEHOLD HAZARDOUS WASTE

Mobilization for remote collection events only: Does not apply to fixed facility drum pickups, mobilization of contract labor and supply deliveries.

Total: $67,200.00

Item Notes: Quantities are estimates only. The City and Vendor recognize that all types of materials to be collected cannot be identified in advance over the contract period. The Vendor shall provide disposal of these items at a stated percentage (%) discount against the firms listed pricing.

Package Items

1.1 One-day Remote Event Mobilization. Fixed Price to include all staff and equipment.

Quantity: 22 UOM: EA Unit Price: $2,500.00 Total: $55,000.00

1.2 Sunday Remote Event Mobilization. Fixed Price to include all staff and equipment.

Quantity: 1 UOM: EA Unit Price: $5,000.00 Total: $5,000.00

1.3 Emergency Mobilization **(Group 4)**

786.00

Quantity: 2 UOM: EA Unit Price: $1,500.00 Total: $3,000.00

1.4 **Mobilization for Fixed Site Collection**

Quantity: 12 UOM: EA Unit Price: $350.00 Total: $4,200.00

2 Package Header

Contract Labor for Remote Collection Events: Hourly rates based for contract personnel on site during operating hours. Does not include mobilization and travel time to Remote Collection Events and/or Fixed Facilities.

Total: $177,875.00

Package Items

2.1 Technician Per Hour Rate (8-hours onsite)

Quantity: 800 UOM: HR Unit Price: $79.50 Total: $63,600.00

2.2 Technician Overtime Per Hour Rate (After 8-hours onsite)

Quantity: 200 UOM: HR Unit Price: $118.50 Total: $23,700.00

2.3 Driver Regular Per Hour Rate

Quantity: 300 UOM: HR Unit Price: $86.00 Total: $25,800.00

2.4 Driver Overtime Per Hour Rate

Quantity: 40 UOM: HR Unit Price: $129.00 Total: $5,160.00

2.5 Project Manager Regular Per Hour Rate

Quantity: 160 UOM: HR Unit Price: $176.00 Total: $28,160.00

2.6 Project Manager Overtime Per Hour Rate

Quantity: 20 UOM: HR Unit Price: $264.00 Total: $5,280.00

2.7 Technician Emergency Regular Per Hour Rate

Quantity: 80 UOM: HR Unit Price: $87.00 Total: $6,960.00

2.8 Technician Emergency Overtime Per Hour Rate (After 8-hours onsite)

Quantity: 40 UOM: HR Unit Price: $130.50 Total: $5,220.00

2.9 Driver Emergency Regular Per Hour Rate

Quantity: 20 UOM: HR Unit Price: $95.00 Total: $1,900.00

2.10 Driver Emergency Overtime Per Hour Rate

Quantity: 10 UOM: HR Unit Price: $142.50 Total: $1,425.00

2.11 Project Manager Emergency Regular Per Hour Rate

Quantity: 40 UOM: HR Unit Price: $194.00 Total: $7,760.00

2.12 Project Manager Emergency Overtime Per Hour Rate

Quantity: 10 UOM: HR Unit Price: $291.00 Total: $2,910.00

3

Package Header

Supplies Including Delivery

Total: $49,104.90

Package Items

3.1 5-Gallon Poly

Quantity: 30 UOM: EA Unit Price: $21.71 Total: $651.30

3.2 16-Gallon Poly

Quantity: 60 UOM: EA Unit Price: $33.81 Total: $2,028.60

3.3 30-Gallon Poly

Quantity: 60 UOM: EA Unit Price: $36.25 Total: $2,175.00

3.4 55-Gallon Poly

Quantity: 15 UOM: EA Unit Price: $62.00 Total: $930.00

3.5 55-Gallon Steel

Quantity: 100 UOM: EA Unit Price: $55.00 Total: $5,500.00

3.6 85-Gallon Steel

Quantity: 10 UOM: EA Unit Price: $270.00 Total: $2,700.00

3.7 Flex Bin

Quantity: 200 UOM: EA Unit Price: $100.00 Total: $20,000.00

3.8 Fluorescent Bulb Box 8-Ft.

Quantity: 60 UOM: EA Unit Price: $18.00 Total: $1,080.00

3.9 Fluorescent Bulb Box 4-Ft.

Quantity: 30 UOM: EA Unit Price: $18.00 Total: $540.00

3.10 Vermiculite (Per 16 lb. bag)

Quantity: 300 UOM: EA Unit Price: $45.00 Total: $13,500.00

3.11 Other. Please state the percentage discount from list price.

UOM: % Total: 20%

4 Package Header

Waste Disposal: Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)

Bulk Liquid Disposal

Total: $105,592.50

Package Items

4.1 Petroleum Oils

Quantity: 3550 UOM: GAL Unit Price: $1.00 Total: $3,550.00

4.2 Fuels and Solvents Halogenated and Halogenated

Quantity: 23400 UOM: GAL Unit Price: $4.20 Total: $98,280.00

4.3 Antifreeze

Quantity: 1075 UOM: GAL Unit Price: $3.50 Total: $3,762.50

4.4 Other. Please state the percentage discount from list price

UOM: % Total: 20%

5 Package Header

Waste Disposal: Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)

Batteries Disposal

Total: $3,865.50

Package Items

5.1 Lead Acid (wet and dry cell)

Quantity: 1300 UOM: LBS Unit Price: $0.30 Total: $390.00

5.2 NIckel Cadmium and Nickel Metal Hydride

Quantity: 130 UOM: LBS Unit Price: $1.35 Total: $175.50

5.3 Lithium and Lithium Ion

Quantity: 3000 UOM: LBS Unit Price: $1.10 Total: $3,300.00

5.4 Other. Please state the percentage discount from list price

UOM: % Total: 20%

6 Package Header

Waste Disposal: Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)

Loose Pack Disposal

Total: $82,850.00

Package Items

6.1 Aerosol Cans

Quantity: 8200 UOM: LBS Unit Price: $1.20 Total: $9,840.00

6.2 Alkyd (Oil Based) Paint in Cans

Quantity: 9100 UOM: LBS Unit Price: $1.10 Total: $10,010.00

6.3 Pesticides/Poisons Liquid

Quantity: 29000 UOM: LBS Unit Price: $1.50 Total: $43,500.00

6.4 Pesticides/Poisons Solid

Quantity: 6500 UOM: LBS Unit Price: $1.50 Total: $9,750.00

6.5 Solids Containing Flammable Liquids

Quantity: 9750 UOM: LBS Unit Price: $1.00 Total: $9,750.00

6.6 Other. Please state the percentage discount from list price

UOM: % Total: 20%

7 Package Header

Waste Disposal: Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)

Lab Pack Disposal

Total: $83,597.50

Package Items

7.1 Corrosives Liquid or Solid Acid or Alkaline

Quantity: 52000 UOM: LBS Unit Price: $1.41 Total: $73,320.00

7.2 Oxydizers Liquid or Solid

Quantity: 800 UOM: LBS Unit Price: $2.00 Total: $1,600.00

7.3 Organic Peroxides Liquid or Solid

Quantity: 130 UOM: LBS Unit Price: $6.75 Total: $877.50

7.4 Mercury

Quantity: 200 UOM: LBS Unit Price: $12.00 Total: $2,400.00

7.5 Reactives

Quantity: 800 UOM: LBS Unit Price: $6.75 Total: $5,400.00

7.6 Other. Please state the percentage discount from list price

UOM: % Total: 20%

8 Package Header

Waste Disposal: Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)

Bulb Disposal

Total: $12,451.40

Package Items

8.1 Straight Fluorescent Bulbs

Quantity: 7800 UOM: EA Unit Price: $1.50 Total: $11,700.00

8.2 Compact Fluorescent Bulbs

Quantity: 130 UOM: EA Unit Price: $2.78 Total: $361.40

8.3 Metal Halide and Other Various Bulbs

Quantity: 130 UOM: EA Unit Price: $3.00 Total: $390.00

8.4 Other. Please state the percentage discount from list price

UOM: % Total: 20%

9 Package Header

Waste Disposal: Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)

Compressed Cylinder Disposal

Total: $17,560.00

Package Items

9.1 Refrigerant/Extinguishers Gases

Quantity: 800 UOM: LBS Unit Price: $6.70 Total: $5,360.00

9.2 Propane/MAPP Gas

Quantity: 2000 UOM: LBS Unit Price: $6.10 Total: $12,200.00

9.3 Other. Please state the percentage discount from list price

UOM: % Total: 20%

10 Package Header

GROUP 2 - ELECTRONIC WASTE

Total: $20,975.00

Package Items

10.1 Monitors/TV/CPUs

Quantity: 23400 UOM: LBS Unit Price: $0.50 Total: $11,700.00

10.2 Misc. Small Electronic Devices

Quantity: 35100 UOM: LBS Unit Price: $0.25 Total: $8,775.00

10.3 Smoke Detectors

Quantity: 50 UOM: LBS Unit Price: $10.00 Total: $500.00

10.4 Other. Please state the percentage discount from list price.

UOM: % Total: 20%

11 Package Header

Flat Fee for the preparation and processing of invoices for Joint Events Only

Total: $0.00

Package Items

11.1 Please state your "Flat Fee" for processing invoices for joint events only

Quantity: 1 UOM: EA Unit Price: $0.00 Total: $0.00

12 Package Header

Emergency Supplies Including Delivery

Total: $18,460.00

Package Items

12.1 5-Gallon Poly

Quantity: 5 UOM: EA Unit Price: $42.00 Total: $210.00

12.2 16-Gallon Poly

Quantity: 5 UOM: EA Unit Price: $45.00 Total: $225.00

12.3 30-Gallon Poly

Quantity: 5 UOM: EA Unit Price: $48.00 Total: $240.00

12.4 55-Gallon Poly

Quantity: 15 UOM: EA Unit Price: $72.00 Total: $1,080.00

12.5 55-Gallon Steel

Quantity: 10 UOM: EA Unit Price: $65.00 Total: $650.00

12.6 85-Gallon Steel

Quantity: 5 UOM: EA Unit Price: $280.00 Total: $1,400.00

12.7 Flex Bin

Quantity: 5 UOM: EA Unit Price: $120.00 Total: $600.00

12.8 Fluorescent Bulb Box 8-Ft.

Quantity: 30 UOM: EA Unit Price: $28.00 Total: $840.00

12.9 Fluorescent Bulb Box 4-Ft.

Quantity: 30 UOM: EA Unit Price: $28.00 Total: $840.00

12.10 Vermiculite (Per 16 lb. bag)

Quantity: 225 UOM: EA Unit Price: $55.00 Total: $12,375.00

13 Package Header

GROUP 3 - LATEX PAINT

Latex Paint Disposal

Total: $49,300.00

Package Items

13.1 Lates Paint in Cans

Quantity: 170000 UOM: LBS Unit Price: $0.29 Total: $49,300.00

13.2 Other. Please state the percentage disount from list price.

Quantity: 1 UOM: % Total: 20%

14

Package Header

GROUP 4 - EMERGENCY SERVICES

Emergency Waste Disposal: Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)

Bulk Liquid Disposal - Emergency

Total: $12,850.00

Package Items

14.1 Petroleum Oils

Quantity: 2000 UOM: GAL Unit Price: $1.00 Total: $2,000.00

14.2 Fuels and Solvents Halogenated and Halogenated

Quantity: 2500 UOM: GAL Unit Price: $4.20 Total: $10,500.00

14.3 Antifreeze

Quantity: 100 UOM: GAL Unit Price: $3.50 Total: $350.00

15

Package Header

Emergency Waste Disposal: Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)

Batteries Disposal - Emergency

Total: $275.00

Package Items

15.1 Lead Acid (wet and dry cell)

Quantity: 100 UOM: LBS Unit Price: $0.30 Total: $30.00

15.2 NIckel Cadmium and Nickel Metal Hydride

Quantity: 100 UOM: LBS Unit Price: $1.35 Total: $135.00

15.3 Lithium and Lithium Ion

Quantity: 100 UOM: LBS Unit Price: $1.10 Total: $110.00

16

Package Header

Emergency Waste Disposal: Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)

Loose Pack Disposal - Emergency

Total: $1,530.00

Package Items

16.1 Aerosol Cans

Quantity: 100 UOM: LBS Unit Price: $1.20 Total: $120.00

16.2 Alkyd (Oil Based) Paint in Cans

Quantity: 100 UOM: LBS Unit Price: $1.10 Total: $110.00

16.3 Pesticides/Poisons Liquid

Quantity: 100 UOM: LBS Unit Price: $1.50 Total: $150.00

16.4 Pesticides/Poisons Solid

Quantity: 100 UOM: LBS Unit Price: $1.50 Total: $150.00

16.5 Solids Containing Flammable Liquids

Quantity: 1000 UOM: LBS Unit Price: $1.00 Total: $1,000.00

17 Package Header

Emergency Waste Disposal: Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)

Lab Pack Disposal - Emergency

Total: $13,135.00

Package Items

17.1 Corrosives Liquid or Solid Acid or Alkaline

Quantity: 1000 UOM: LBS Unit Price: $1.41 Total: $1,410.00

17.2 Oxydizers Liquid or Solid

Quantity: 500 UOM: LBS Unit Price: $2.00 Total: $1,000.00

17.3 Organic Peroxides Liquid or Solid

Quantity: 500 UOM: LBS Unit Price: $6.75 Total: $3,375.00

17.4 Mercury

Quantity: 50 UOM: LBS Unit Price: $12.00 Total: $600.00

17.5 Reactives

Quantity: 1000 UOM: LBS Unit Price: $6.75 Total: $6,750.00

18 Package Header

Light Duty Truck/Response Equipment - Emergency

Total: $9,428.16

Package Items

18.1 Emergency Response Van

38.00

Quantity: 32 UOM: HR Unit Price: $38.13 Total: $1,220.16

18.2 Pickup with Dump Body

53.00

Quantity: 32 UOM: HR Unit Price: $57.25 Total: $1,832.00

18.3 Small Box Truck / Cube Van

Quantity: 32 UOM: HR Unit Price: $103.00 Total: $3,296.00

18.4 Spill Trailer

520.00

Quantity: 2 UOM: DAY Unit Price: $546.00 Total: $1,092.00

18.5 Stake Body / Utility Truck

Quantity: 32 UOM: HR Unit Price: $53.00 Total: $1,696.00

18.6 Utility / Support Trailer

Quantity: 2 UOM: DAY Unit Price: $146.00 Total: $292.00

19

Package Header

Heavy Duty Truck/Response Equipment - Emergency

Total: $29,138.00

Package Items

19.1 Box Truck

Quantity: 32 UOM: HR Unit Price: $103.00 Total: $3,296.00

19.2 Dump Truck, 10 Wheel

Quantity: 32 UOM: HR Unit Price: $83.00 Total: $2,656.00

19.3 High Powered Vacuum Truck / Cusco

Quantity: 16 UOM: HR Unit Price: $246.00 Total: $3,936.00

19.4 Rolloff Straightjob

100.00

Quantity: 10 UOM: HR Unit Price: $143.00 Total: $1,430.00

19.5 Rolloff Two Can Trailer

Quantity: 10 UOM: HR Unit Price: $143.00 Total: $1,430.00

19.6 Skid Mounted Vacuum System

143.00

Quantity: 16 UOM: HR Unit Price: $200.00 Total: $3,200.00

19.7 Tractor Only, No Trailer

Quantity: 10 UOM: HR Unit Price: $78.00 Total: $780.00

19.8 Tractor with Box Van

Quantity: 10 UOM: HR Unit Price: $128.00 Total: $1,280.00

19.9 Tractor with Dump Truck Trailer

Quantity: 10 UOM: HR Unit Price: $131.00 Total: $1,310.00

19.10 Tractor with Flatbed / Lowbed Trailer

Quantity: 10 UOM: HR Unit Price: $150.00 Total: $1,500.00

19.11 Tractor with Liquid Transporter

Quantity: 10 UOM: HR Unit Price: $139.00 Total: $1,390.00

19.12 Tractor with Rolloff Trailer

Quantity: 10 UOM: HR Unit Price: $188.00 Total: $1,880.00

19.13 Tractor with Vacuum Trailer

Quantity: 10 UOM: HR Unit Price: $156.00 Total: $1,560.00

19.14 Vactor with Jet Rodder

Quantity: 10 UOM: HR Unit Price: $246.00 Total: $2,460.00

19.15 Vacuum Truck, Straight

Quantity: 10 UOM: HR Unit Price: $103.00 Total: $1,030.00

20 Package Header

Earth Moving Equipment - Emergency

Total: $3,778.00

Package Items

20.1 Geiger Counter Meter

Quantity: 2 UOM: DAY Unit Price: $120.00 Total: $240.00

20.2 Hydrogen Cyanide Meter

Quantity: 2 UOM: DAY Unit Price: $146.00 Total: $292.00

20.3 Interface Probe

Quantity: 2 UOM: DAY Unit Price: $81.00 Total: $162.00

20.4 Lumex RA915+ Mercury Vapor Analyzer

Quantity: 2 UOM: DAY Unit Price: $100.00 Total: $200.00

20.5 Mercury Vapor Analyzer

Quantity: 2 UOM: DAY Unit Price: $946.00 Total: $1,892.00

20.6 Particulate Meter, Mini Ram or Equivalent

Quantity: 2 UOM: DAY Unit Price: $300.00 Total: $600.00

20.7 Personal Air Pump Meter

Quantity: 2 UOM: DAY Unit Price: $196.00 Total: $392.00

21 Package Header

Hoses / Pipes - Emergency

Total: $19.04

Package Items

21.1 Hose - Chemical, 4 in. X 20 ft.

Quantity: 2 UOM: DAY Unit Price: $3.50 Total: $7.00

21.2 Hose - Flex, 4 in., per ft. 1.60

Quantity: 2 UOM: DAY Unit Price: $2.42 Total: $4.84

21.3 Hose - Lay Flat, 6 in. X 25 ft.

Quantity: 2 UOM: DAY Unit Price: $0.80 Total: $1.60

21.4 Hose - Suction, 6 in. X 25 ft.

Quantity: 2 UOM: DAY Unit Price: $2.80 Total: $5.60

22 Package Header

Marine Response Equipment - Emergency

Total: $12,776.00

Package Items

22.1 Airboat

Quantity: 2 UOM: DAY Unit Price: $582.00 Total: $1,164.00

22.2 Boat / Workskiff without Motor

Quantity: 2 UOM: DAY Unit Price: $226.00 Total: $452.00

22.3 Brush Skimmer

Quantity: 2 UOM: DAY Unit Price: $1,164.00 Total: $2,328.00

22.4 Containment Boom per Day

Quantity: 500 UOM: FT Unit Price: $2.60 Total: $1,300.00

22.5 Drum Skimmer

2.60???

Quantity: 2 UOM: DAY Unit Price: $1,455.00 Total: $2,910.00

22.6 Landing Craft (LCM)

175.00

Quantity: 2 UOM: DAY Unit Price: $200.00 Total: $400.00

22.7 Power Barge Boat

250.00

Quantity: 2 UOM: DAY Unit Price: $255.00 Total: $510.00

22.8 Power Workboat, Fast Response

175.00

Quantity: 2 UOM: DAY Unit Price: $200.00 Total: $400.00

22.9 Rigid Hull Inflatable (RIB) (18ft-22ft)

125.00

Quantity: 2 UOM: DAY Unit Price: $150.00 Total: $300.00

22.10 Rope Mop per foot per day

Quantity: 2 UOM: DAY Unit Price: $10.00 Total: $20.00

22.11 Rotating Disc Skimmer Unit

Quantity: 2 UOM: DAY Unit Price: $450.00 Total: $900.00

22.12 Skim Pack Skimmer

Quantity: 2 UOM: DAY Unit Price: $100.00 Total: $200.00

22.13 Skimmer

Quantity: 2 UOM: DAY Unit Price: $946.00 Total: $1,892.00

23 Package Header

Pneumatic Power Tools - Emergency

Total: $1,413.00

Package Items

23.1 3/4 in. Drill, Rotary Hammer

Quantity: 3 UOM: DAY Unit Price: $109.00 Total: $327.00

23.2 Airspade Phneumatic Shovel

Quantity: 3 UOM: DAY Unit Price: $40.00 Total: $120.00

23.3 Jackhammer

Quantity: 3 UOM: DAY Unit Price: $182.00 Total: $546.00

23.4 Pneumatic Chipping Gun

Quantity: 3 UOM: DAY Unit Price: $100.00 Total: $300.00

23.5 Steel Nibbler, Pneumatic

Quantity: 3 UOM: DAY Unit Price: $40.00 Total: $120.00

24 Package Header

Pressure Washing Equipment - Emergency

Total: $7,638.00

Package Items

24.1 Hot Water Pressure Washer

Quantity: 3 UOM: DAY Unit Price: $546.00 Total: $1,638.00

24.2 40,000 PSI - 12 GPM - UHP Pump (305)

Quantity: 3 UOM: DAY Unit Price: $2,000.00 Total: $6,000.00

25 Package Header

Pumping / Transferring Pumps - Emergency

Total: $6,309.00

Package Items

25.1 Drum Head Vacuum System, Electric

Quantity: 3 UOM: DAY Unit Price: $146.00 Total: $438.00

25.2 Drum Loader

Quantity: 3 UOM: DAY Unit Price: $189.00 Total: $567.00

25.3 Pump - Double Diaphragm, 4 in.

Quantity: 3 UOM: DAY Unit Price: $394.00 Total: $1,182.00

25.4 Pump -Electric Drum

Quantity: 3 UOM: DAY Unit Price: $50.00 Total: $150.00

25.5 Pump -Electric Submersible, 4 in.

Quantity: 3 UOM: DAY Unit Price: $437.00 Total: $1,311.00

25.6 Pump - Hydraulic Transfer, 6 in.

Quantity: 3 UOM: DAY Unit Price: $472.00 Total: $1,416.00

25.7 Pump - Trash, 4 in.

Quantity: 3 UOM: DAY Unit Price: $269.00 Total: $807.00

25.8 Drum Vacuum, Pneumatic

Quantity: 3 UOM: DAY Unit Price: $146.00 Total: $438.00

26 Package Header

Site Support - Emergency

Total: $6,792.00

Package Items

26.1 Generator - 8,000 Watt

Quantity: 6 UOM: DAY Unit Price: $168.00 Total: $1,008.00

26.2 Intermodal Container

Quantity: 6 UOM: DAY Unit Price: $273.00 Total: $1,638.00

26.3 Light Tower with Generator

Quantity: 6 UOM: DAY Unit Price: $422.00 Total: $2,532.00

26.4 Personnel Staging Tent, 20' X 30'

Quantity: 6 UOM: DAY Unit Price: $269.00 Total: $1,614.00

27

Package Header

Waste Material Approval - Emergency

Total: $1,624.00

Package Items

27.1 Profile Approval Fee (No Sample)

Quantity: 2 UOM: EA Unit Price: $114.00 Total: $228.00

27.2 Sample and Profile Approval Fee

Quantity: 2 UOM: EA Unit Price: $648.00 Total: $1,296.00

27.3 Profile Recertification Fee (No Sample)

Quantity: 2 UOM: EA Unit Price: $50.00 Total: $100.00

Response Total: $795,537.00

CITY OF

COCONUT CREEK FINANCE

AND ADMINISTRATIVE

SERVICES

PROCUREME

NT DIVISION 4800 WEST

COPANS ROAD

COCONUT CREEK,

FLORIDA 33063

Household / Emergency Hazardous Waste Collection & Disposal Services (HHW)

RFP **08-07-24-11**

Wednesday, August 7, 2024 at 11:00 a.m. EST

CLIFF BERRY, INC.
Corporate Headquarters
851 Eller Drive, Fort Lauderdale, FL 33316
(954) 763-3390 Office
(954) 763-8375 Fax

www.cliffberryinc.com

24 Hour Emergency Response (800) 899-7745

VOLUME I: Business Response

TAB A: Executive Summary

Since 1958, Cliff Berry Inc. (CBI) has been providing comprehensive **environmental services & emergency response services** for local, national, and international customers by combining technical expertise and insightful problem solving proficiency. CBI has strategically located facilities in Miami, Fort Lauderdale, Tampa, Fort Pierce, Orlando, Cocoa, and Jacksonville. Our headquarters are located at 851 Eller Drive, Fort Lauderdale FL 33316. CBI currently employees 124 full time employees throughout these seven locations. CBI was founded in Florida and remains one of the key environmental stake holders and response resources for the State.

CBI is a registered Oil Spill Removal Organization (OSRO) with more than twenty vessels and associated booming and oil skimmer response equipment. Our inventory includes over 85,000 linear feet of contractor spill boom strategically positioned throughout Florida for immediate deployment. Our support equipment consists of a fleet of approximately 100 tractors, trailers, roll-off, pump and vacuum trucks to respond to over the water spill responses. In addition to our OSRO status, CBI also services the land-based emergency response customers with spill cleanup, labpacking, remediation and waste management services. From the moment a hazardous or non-hazardous spill is reported, CBI mobilizes its highly trained and dedicated hazardous materials personnel to quickly and professionally respond to the situation at hand. Our objective is to Stop it. Contain it. Clean it up.

CBI is equipped with state of the art waste handling equipment from a fully insured, licensed and permitted fleet of vacuum trucks, emergency response vehicles, vans, dump trucks, boats, boom and an extensive line of absorbent materials to mitigate the incident. In addition to having the proper equipment to handle emergencies, CBI ensures constant communication between top management and field supervisors to assure our customers of a precise remedial approach. When every second counts, you can depend on CBI's strategically positioned 24-hour emergency response facilities from the first critical moment to the final audit. CBI is a leader with experience, recognition, and a outstanding reputation in environmental protection. Our customer centric approach when responding to our client's needs, gives our clients peace of mind during a critical situation.

CBI Field personnel are 40 hour OSHA certified, confined space entry trained and receive extensive training in the use and maintenance of safety equipment as well as specialized equipment associated with field characterization, waste packaging, and disposal options. By combining technical expertise and problem solving skills, we assist our customers in developing proven programs that are designed to meet their specific needs with minimized risk to the environment. CBI offers more than just equipment and technological knowhow; we offer a turn-key solution prioritized by safety and superior customer service.

In order to handle an abandoned drum callout, CBI follows a protocol that requires cooperative action by all levels of the organization. Management is responsible for understanding the obligations of the contract, staying abreast of all regulatory laws and changes, implementing a waste management plan, providing appropriate training, evaluating potential hazards, recommending engineering controls, and selecting and providing appropriate safety equipment including PPE. Supervisors are responsible for ensuring a safe work environment in the field, identifying routine and non-routine waste management issues, communicating to both the manager and customer, responding to the jobsite with urgency and with the appropriate supplies, and making safe decisions in the field to complete the job. Field Chemists are responsible for prepping field test kits for all locations, engaging in callouts as required, using field test kits to identify the abandoned material, sampling the material in accordance with best management practices, assisting in labeling and manifesting the waste, and developing options for recycling or disposal. Hazmat drivers are responsible for attending appropriate training, applying that training

on the job, maintaining hazardous material endorsement and commercial license, ensuring safe driving practices and shipping papers. Hazmat Technicians are responsible for attending appropriate training, applying that training on the job, packaging leaking containers after characterization, securing containers on vehicle, cleaning up any spill from previously leaking container, and supporting the job as required while donning appropriate PPE.

In the event that one of the abandoned drums is found leaking, CBI shall immediately secure the source of the flow using best available means and notify the State representative of the situation (if not already aware). CBI shall then establish an exclusion zone to ensure public safety. If the abandoned material is an unknown, CBI has the capability to perform field characterization in Level A, B, C and D personal protective equipment in every location. We have a permanent workforce, fully trained and skilled in the safe working practices associated with confined space entry, stand-by rescue and tank and vessel cleaning. Cliff Berry Inc. is equipped with an extensive range of breathing apparatus and gas monitoring equipment along with extensive safety protocol to ensure confined space working requirements are safely and efficiently carried out. CBI will assess the information gained from identification marks on the container, field characterization and other indicators. We will then utilize the equipment and/or supplies to remove spilled material from soil or other surface and place into a DOT container for labeling, manifesting and transportation for disposal.

Our Miami Plant is what makes CBI a cut above the other contractors. Our goal to Reduce, Recycle, & Reuse is principal to our effective wastewater & recycling management program. We follow a comprehensive waste plan, that protects generators against liability and excessive costs. This requires managing the entire value chain, from collection to recovery in all its forms and elimination of residual waste. CBI profiles each waste stream on a one-by-one occurrence, to develop a comprehensive plan for treating and disposing of each waste. First CBI conducts a waste survey and audit. After the on-site sampling and analysis is executed, we recommend a disposal plan that addresses the generator's specific, immediate and long term needs. Because we own and operate our own industrial pretreatment wastewater facility, CBI provides turnkey disposal services that are cost effective and environmentally sound for disposal. CBI is an approved Miami Dade County transporter for all (5) waste streams including: Sewage, Antifreeze, Oily Waste, Hazardous Waste, and Medical Wastes. In addition, our Miami plant is a state approved facility permitted to accept all (3) waste streams comprised of: Organics, Oils/Grease, and Metals. Our Miami facility is also permitted as a solid waste processing facility and handles approximately 2,000 drums per week for end disposal in a waste-to-energy facility. Additionally, the Miami facility is permitted as a 10-day or less hazardous waste transfer facility. CBI's Miami staff shall make sound recommendations for proper disposal options ranging from land filling, in situ treatment, neutralization, bioremediation, stabilization, waste-to-energy and other regulatory suitable waste minimization processes.

In summation, CBI is highly capable of self-performing labor, supervision, equipment, and machinery (fully maintained and operational), materials, small tools, consumable supplies, safety equipment and personnel protection, transportation, and all other items of expense required to perform and complete abandoned waste characterization, packaging, labeling, emergency cleanup, transportation, and disposal.

VOLUME I: Business Response

TAB B: Required Forms

PROPOSER INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name: Cliff Berry, Inc.

Social Security/Federal Tax I.D. No.: 65-0511114

Proposer's Name (Print): Patrick Collins Title: EVP/COO

Address: 851 Eller Drive

City/State/Zip: Fort Lauderdale, FL 33316

Phone: 954-763-3390 Fax: 954-763-8375

Email: compliance@cliffberryinc.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: 1	Dated: June 27, 2024
Addendum No: 2	Dated: June 27, 2024
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 13, 2024
Date

Christopher Blanton
Proposer's Printed Name

PROPOSAL CONFIRMATION

In accordance with the requirements to provide **Household / Emergency Hazardous Waste Collection and Disposal Services** pursuant to **RFP No. 08-07-24-11**, 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 **Household / Emergency Hazardous Waste Collection and Disposal Services pursuant to RFP No. 08-07-24-11** 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.

Christopher Blanton
Proposer's Name

Signature

August 13, 2024
Date

State of: Florida

County of: Broward

The foregoing instrument was acknowledged before me this 13 day of August, 2024, by Christopher Blanton, who is (who are) personally known to me or who has produced personally known as identification and who did (did not) take an oath.

Notary Public Signature

Samantha Rivers
Notary Name, Printed, Typed or Stamped

Commission Number: HH 404070

My Commission Expires: May 30, 2027

SAMANTHA RIVERS
Notary Public - State of Florida
Commission # HH 404070
My Comm. Expires May 30, 2027

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.

Cliff Berry, Inc.
Contractor's Name

Signature

August 7, 2024
Date

State of: Florida

County of: Broward

The foregoing instrument was acknowledged before me this 7th day of August, 2024, by Patrick Collins, 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

Michelle Deshommes
Notary Name, Printed, Typed or Stamped

MICHELLE A. DESHOMMES
Notary Public - State of Florida
Commission # HH 246587
My Comm. Expires Jul 18, 2026
Bonded through National Notary Assn.

Commission Number: HH246587

My Commission Expires: 7/18/2026

NON-COLLUSIVE AFFIDAVIT

State of Florida)
)ss.
County of Broward)

Patrick Collins being first duly sworn, deposes and says that:

(1) He/she is the COO
(Owner, Partner, Officer, Representative or Agent)
of Cliff Berry, Inc. 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:

_____

_____

By: _____

Patrick Collins
(Printed Name)

EVP/COO
(Title)

ACKNOWLEDGEMENT

State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 7th day of August, 2024, by Patrick Collins, who is personally known to me or who has produced personally known as identification and who did (did not) take an oath.

WITNESS my hand and official seal

MICHELLE A. DESHOMMES
Notary Public - State of Florida
Commission # HH 246587
My Comm. Expires Jul 18, 2026
Bonded through National Notary Assn.

NOTARY PUBLIC

Michelle Deshommes
(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
Procurement Division
4800 West Copans Road
Coconut Creek, FL 33063

Submitted By:	Patrick Collins
Name:	Cliff Berry, Inc.
Address:	851 Eller Drive
City, State, Zip	Fort Lauderdale, FL 33316
Telephone No.	954-763-3390
Fax No.	954-763-8375
Email:	compliance@cliffberryinc.com

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: Cliff Berry, Inc.

   The address of the principal place of business is: 851 Eller Drive, Fort Lauderdale, FL 33316

2. If Proposer is a corporation, answer the following:
   a. Date of Incorporation: April 1, 1971
   b. State of Incorporation: Florida
   c. President's Name: Clifford L Berry II
   d. Vice President's Name: Patrick Collins
   e. Secretary's Name:
   f. Treasurer's Name:
   g. Name and Address of Resident Agent: Clifford L Berry II

3. If Proposer is an individual or a partnership, answer the following: N/A
   a. Date of Organization:
   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.

6. How many years has your organization been in business under its present business name? 66

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

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.
FDEP Facility ID: FLR000083071; FEI: 650511114

8. Litigation/Judgments/Settlements/Debarments/Suspensions:
Submit information on any pending litigation and any judgments and settlements of court cases relative to providing Maintenance of Preserve Areas & Aquatic Vegetation Control 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.
N/A

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).
See attached.

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

Bill Reasoner, Disposal Services Manager; Hydeia Barnett, Disposal Services Supervisor;

12. State the name and address of the attorney, if any, for the business of the Proposer:

N/A

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:

14. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

15. 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.) Proposer(s) may limit their listings to the Gulf States (Florida, Alabama, Mississippi, Louisiana and Texas).

Name of Project	Owner	Total Contract Value	Contracted Date of Completion	% of Completion to Date

16. Have you personally inspected the site of the proposed work?

Yes ☐ No ■ NA ☐

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

Yes ■ No ☐

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

Yes ☐ No ■ No Conference Held ☐

19. Bank References:

Bank	Address/City/State/Zip	Telephone
Synovus Bank, 800 Shades Creek Parkway, Birmingham AL 35209		

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

August 7, 2024
Date

ACKNOWLEDGEMENT
PROPOSER'S QUALIFICATION STATEMENT

State of Florida

County of Broward

On this the 7th day of August, 2024, before me, the undersigned Notary Public of the State of Florida, Personally appeared

Patrick Collins And

(Name(s) of individual(s) who appeared before notary)

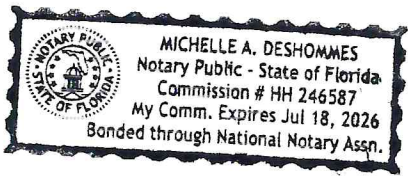
whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

SEAL OF OFFICE:



Michelle Deshommes

(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

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. 08-07-24-11 for Household / Emergency Hazardous Waste Collection and Disposal Services.

2. This sworn statement is submitted by Cliff Berry, Inc. (name of entity submitting sworn statement) whose business address is 851 Eller Drive, Fort Lauderdale, FL 33316 and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0511114. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Patrick Collins and my
(Please print name of individual signing)

   relationship to the entity named above is EVP/COO.

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.

Cliff Berry, Inc.
Proposer's Name

Signature

Date: August 7, 2024

State of: Florida

County of : Broward

The foregoing instrument was acknowledged before me this 7th day of August, 2024, by Patrick Collins, who is (who are) personally known to me or who has produced personally known as identification and who did (did not) take an oath.

Notary Public Signature

Michelle Deshommes
Notary Name, Printed, Typed or Stamped

MICHELLE A. DESHOMMES
Notary Public - State of Florida
Commission # HH 246587
My Comm. Expires Jul 18, 2026
Bonded through National Notary Assn.

Commission Number: HH246587

My Commission Expires: 7/18/2026

Affidavit of Compliance with Foreign Countries of Concern Pursuant to Section 287.138, Florida Statutes (2023)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes.)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes.)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)
4. The undersigned is authorized to execute this affidavit on behalf of Entity.
5. The undersigned further sayeth naught.

Date: August 7, 2024. Signed: _____

Entity: Cliff Berry, Inc. Name: Patrick Collins

Title: EVP/COO

STATE OF Florida

COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this 7th day of August, 2024, by Patrick Collins, as EVP/COO for Cliff Berry, Inc., who is personally known to me or who has produced personally known as identification.

Notary Public Signature: _____ State of FL at Large (Seal)

Print Name: Michelle Deshommes

My commission expires: 7/18/2026

MICHELLE A. DESHOMMES
Notary Public - State of Florida
Commission # HH 246587
My Comm. Expires Jul 18, 2026
Bonded through National Notary Assn.

CITY OF COCONUT CREEK

FINANCE AND ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
4800 WEST COPANS ROAD
COCONUT CREEK, FLORIDA 33063

ADDENDUM NO. 1

June 27, 2024

RFP No.: 08-07-24-11
RFP Name: Household / Emergency Hazardous Waste Collection & Disposal Services (HHW)
Due Date/Time: Wednesday, August 7, 2024 at 11:00 a.m. EST

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

- The information below is being sent to update the specifications in order to provide clarity, answer vendor inquiries, and include a new line item for "Mobilization for Fixed Site Collection".
- REPLACE PAGES: 27 with 27(a) and 33 with 33(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 7, 2024
Date

Cliff Berry, Inc.
Company Name

851 Eller Drive, Fort Lauderdale FL 33316
Company Address

(954) 763-3390
Phone Number

(954) 763-8375
Fax Number

LORIE MESSER
Procurement Analyst
Lmesser@coconutcreek.net

SECTION III

DETAILED REQUIREMENTS – SCOPE OF SERVICES

1. General

1.1. The primary objective of this solicitation is to obtain the services of one (1) or more Contractors who shall provide hazardous waste categorization, identification, collection, packaging, transportation, shipping, disposal, and related services for the City's Household / Emergency Hazardous Waste Collection Program (HHW and Emergency Services) in the most cost effective manner. The HHW Collection Program as designed will provide an outlet for proper disposal of household hazardous wastes (HHW) for a "one day" collection event for selected noxious and special waste. The "one day" collection event can occur in two (2) formats: 1) a City-exclusive event that is open only to one (1) City's residents and operations, or 2) a joint event wherein two (2) or more Participating Cities, listed in Exhibit A, coordinate a time and location for the drop-off of household hazardous waste, special waste, and electronic waste that is open to residents and operations of the Participating Cities. The host city is responsible to determine who is allowed to participate in the event.

1.2. The Contractor shall offer to provide collection, packaging, transportation and disposal of HHW, special waste and electronic waste generated by City residents and City operations through City-exclusive and joint events.

1.3. For joint events, it is the intent to have residents from each Participating City jointly use Contractor's services on a given date, at a specified location. Each of the Participating Cities may choose to coordinate with one (1) or more other Participating Cities to host a Joint Event. Two (2) or more Participating Cities that decide to coordinate in this manner will be referred to herein as "Coordinating Participating Cities". A minimum of twelve (12) joint events among Coordinating Participating Cities will be coordinated per year. Other City-exclusive events, or City-exclusive events may occur throughout the year without the need of coordination among the Participating Cities. Mobilization is per event only.

1.4. The vendor shall provide emergency hazardous waste services on an as needed basis. This includes unanticipated events that require the professional collection of hazardous waste. Each participating city will contact the vendor directly when services are needed.

1.5. **Contractor shall coordinate pick-ups at Participating Cities facilities as requested.**

2. Contractor Responsibilities

2.1. The Contractor is and shall perform this agreement as an Independent Contractor and, as such, shall have and maintain complete control over all of its personnel and operations. Neither the Contractor nor anyone employed by the Contractor shall represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the City.

2.2. Contractor shall provide necessary personnel, with experience in HHW field operations, including the identification, characterization, and handling of HHW for the collection event. Required staffing levels will be set for each remote collection event based on historic participation data and as mutually agreed upon by the City and the Contractor. All Contractor personnel shall have required up to date OSHA 29 CFR 1910.120 training. Contractor shall submit copies of certifications to City upon request. Temporary Labor may be used for menial tasks such as unloading vehicles under the guidance of OSHA trained Contractor personnel.

6. SCHEDULE OF PROPOSAL ITEMS AND ESTIMATED QUANTITIES

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

WWW.COCONUTCREEK.NET/PURCHASING

NOTE: The City and Vendor recognize that all types of materials to be collected cannot be identified in advance over the contract period. The Vendor shall provide disposal of these items at a stated percentage (%) discount against the firms listed pricing.

Line	Description – QUANTITIES ARE ESTIMATES ONLY	UOM	QTY
	GROUP 1 - Household Hazardous Waste		
1	**Mobilization for remote collection events only:** ~~Does not apply to fixed facility drum pickups~~, mobilization of contract labor and supply deliveries.	**PKG**	
1.1	One-Day Remote Event Mobilization. Fixed Price to include all staff and equipment.	EA	22
1.2	Sunday Remote Event Mobilization. Fixed Price to include all staff and equipment	EA	1
1.3	Emergency Mobilization **(Group 4)**	EA	2
1.4	**Mobilization for Fixed Site Collection**	**EA**	**12**
2	**Contract Labor for Remote Collection Events:** Hourly rates based for contract personnel on site during operating hours. Does not include mobilization and travel time to Remote Collection Events and/or Fixed Facilities.	**PKG**	
2.1	Technician Per Hour Rate (8-hours onsite)	HR	800
2.2	Technician Overtime Per Hour Rate (After 8-hours onsite)	HR	200
2.3	Driver Regular Per Hour Rage	HR	300
2.4	Driver Overtime Per Hour Rate	HR	40
2.5	Project Manager Regular Per Hour Rate	HR	160
2.6	Project Manager Overtime Per Hour Rate	HR	20
2.7	Technician Emergency Regular Per Hour Rate	HR	80
2.8	Technician Emergency Overtime Per Hour Rate (After 8-hours onsite)	HR	40
2.9	Driver Emergency Regular Per Hour Rate	HR	20
2.10	Driver Emergency Overtime Per Hour Rate	HR	10
2.11	Project Manager Emergency Regular Per Hour Rate	HR	40
2.12	Project Manager Emergency Overtime Per Hour Rate	HR	10
3	**Supplies Including Delivery**	**PKG**	

CITY OF COCONUT CREEK

FINANCE AND ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
4800 WEST COPANS ROAD
COCONUT CREEK, FLORIDA 33063

ADDENDUM NO. 2

June 27, 2024

RFP No.: 08-07-24-11
RFP Name: Household / Emergency Hazardous Waste Collection & Disposal Services (HHW)
Due Date/Time: Wednesday, August 7, 2024 at 11:00 a.m. EST

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

- The information below is being sent to update the specifications in order to provide clarity, answer vendor inquiries, and include a new line item for "Mobilization for Fixed Site Collection".
- **Added line item 1.4 to the e-bid system line items for pricing.**
- **Line item 1.3, added (Group 4)** after Emergency Mobilization

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 7 2024
Date

Cliff Berry, Inc.
Company Name

851 Eller Drive, Fort Lauderdale FL 33316
Company Address

(954) 763-3390
Phone Number

(954) 763-8375
Fax Number

LORIE MESSER
Procurement Analyst
Lmesser@coconutcreek.net

Detail by Entity Name

Florida Profit Corporation
CLIFF BERRY, INC.

Filing Information

Document Number	P93000081921
FEI/EIN Number	65-0511114
Date Filed	11/22/1993
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	12/11/2000
Event Effective Date	NONE

Principal Address

851 ELLER DRIVE
FORT LAUDERDALE, FL 33316

Changed: 11/07/1995

Mailing Address

P.O. BOX 13079
FT. LAUDERDALE, FL 33316

Changed: 11/07/1995

Registered Agent Name & Address

BERRY, CLIFFORD ii
851 ELLER DRIVE
FT. LAUDERDALE, FL 33316

Name Changed: 02/02/2021

Address Changed: 11/07/1995

Officer/Director Detail

Name & Address

Title D, CEO

BERRY, CLIFFORD L, II
851 ELLER DRIVE
FORT LAUDERDALE, FL 33316

Title D

BERRY, SANDRA B
851 ELLER DRIVE
FORT LAUDERDALE, FL 33316

Title S

BERRY, CYNTHIA
851 ELLER DR.
FORT LAUDERDALE, FL 33316

Annual Reports

Report Year	Filed Date
2022	04/05/2022
2023	03/06/2023
2024	02/26/2024

Document Images

02/26/2024 -- ANNUAL REPORT	View image in PDF format
03/06/2023 -- ANNUAL REPORT	View image in PDF format
04/05/2022 -- ANNUAL REPORT	View image in PDF format
02/02/2021 -- ANNUAL REPORT	View image in PDF format
03/12/2020 -- ANNUAL REPORT	View image in PDF format
03/05/2019 -- ANNUAL REPORT	View image in PDF format
04/27/2018 -- ANNUAL REPORT	View image in PDF format
02/13/2017 -- ANNUAL REPORT	View image in PDF format
04/28/2016 -- ANNUAL REPORT	View image in PDF format
07/13/2015 -- Off/Dir Resignation	View image in PDF format
02/18/2015 -- ANNUAL REPORT	View image in PDF format
04/28/2014 -- ANNUAL REPORT	View image in PDF format
04/30/2013 -- ANNUAL REPORT	View image in PDF format
04/25/2012 -- ANNUAL REPORT	View image in PDF format
04/28/2011 -- ANNUAL REPORT	View image in PDF format
04/30/2010 -- ANNUAL REPORT	View image in PDF format
04/29/2009 -- ANNUAL REPORT	View image in PDF format
04/29/2008 -- ANNUAL REPORT	View image in PDF format
04/23/2007 -- ANNUAL REPORT	View image in PDF format
05/09/2006 -- ANNUAL REPORT	View image in PDF format
05/09/2005 -- ANNUAL REPORT	View image in PDF format
05/04/2004 -- ANNUAL REPORT	View image in PDF format
05/15/2003 -- ANNUAL REPORT	View image in PDF format
02/21/2002 -- ANNUAL REPORT	View image in PDF format

05/16/2001 -- ANNUAL REPORT	View image in PDF format
12/11/2000 -- Amendment	View image in PDF format
01/21/2000 -- ANNUAL REPORT	View image in PDF format
03/16/1999 -- ANNUAL REPORT	View image in PDF format
03/06/1998 -- ANNUAL REPORT	View image in PDF format
02/27/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

CITY OF DANIA BEACH
Business Tax Receipt

VALID THROUGH **9/30/2024**

CLIFF BERRY, INC
PO BOX 13079
FORT LAUDERDALE, FL 33316

Business Name:	CLIFF BERRY, INC
Location Address:	851 ELLER DR
Number/Class:	2187 / Rental Property
Issue Date:	08/29/2023
Expiration Date:	**9/30/2024**

Charge Detail:

Quantity	Charge Description	Amount Paid
500	Fire Prevention Annual Fee	$500.00
1	Rental Property/Management	$236.25
1	Waste Registration Fee	$15.00
	Total:	**$0.00**

Comments:

Restrictions:

SUBJECT AND ISSUED ACCORDING TO BUSINESS TAX RECEIPT ORDINANCE CHAPTER 15.

This Business Tax Receipt does not permit the holder to operate in violation of any City law, ordinance, or regulation. Any change in location or ownership must be approved by the City, subject to zoning restrictions. This Business Tax Receipt does not endorse, approve, or disapprove the holder's skill or competence or of the holder's compliance or non-compliance with other laws, regulations or standards.

MUST BE POSTED CONSPICUOUSLY AT BUSINESS LOCATION

"Broward's First City"
100 West Dania Beach Boulevard * Dania Beach, Florida 33004 * Phone: 954-924-6800 ext. 3672

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION

HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2023-2026

Registrant: CLIFF BERRY INC
ATTN: KELLY BRANDENBURG
PO BOX 13079
FORT LAUDERDALE, FL 33316

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 050223600015FH Effective: July 1, 2023 Expires: June 30, 2026

HM Company ID: 28060

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

(1) A copy of the registration statement filed with PHMSA; and

(2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

OFFICIAL DOCUMENT

Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court • 7th Floor
Miami, Florida 33136-3912
T 305-372-6600 F 305-372-6893
miamidade.gov

Permit No: LW-000642-2024/2024 (BW)-BW
Permit Issued To: CLIFF BERRY, INC.
Facility Location: 3400 SE 9 AVE
FORT LAUDERDALE, FL 33316-

Contact Name/Address:
Attn: Cliff Berry II
CLIFF BERRY, INC.
P.O. BOX 13079
FT. LAUDERDALE, FL 33316-

LIQUID WASTE TRANSPORTERS ANNUAL OPERATING PERMIT

DESCRIPTION OF FACILITY/EQUIPMENT

This document, issued under the provisions of Chapter 24, Miami-Dade County Code (Dade County Environmental Protection Ordinance), shall be valid from January 01, 2024 through December 31, 2024. The above named permittee, is hereby authorized to operate as a Liquid Waste Transportation business with the equipment bearing the 3 identifying sticker(s) included with this permit. The above referenced facility location represents the vehicle storage location of said business as reported by the permittee.

This facility is subject to conditions listed below and in the following pages (if any) of this permit.

SPECIFIC CONDITIONS

1. This permit only authorizes the transportation of liquid wastes limited to biohazardous waste, unless otherwise approved by the Department.

2. The Permittee shall maintain and report to the Department a current inventory of all vehicles including, but not limited to, tractors, trailers and single unit vehicles (e.g., vac-trucks, etc.) used by the Permittee for the purpose of liquid waste transportation in Miami-Dade County. All vehicles, except for trailers, shall bear a current Liquid Waste Transporters decal issued by the Department which shall be placed in a visible location on the passenger side of the vehicle's windshield. Decals shall remain intact and visible at all times.

3. All liquid waste transportation activities that originate or end in Miami-Dade County shall be documented and reported monthly using Department-approved monthly report forms. Said monthly reports shall be submitted on or before the 20th day of each month and include all transportation activities that were completed between the first and last day of the preceding calendar month. For example, transportation activities completed during the month of June must be reported on or before July 20. The submittal of a monthly report is also required for months where transportation activities were not performed by the Permittee. Monthly reports shall also include payment of permit fees (made payable to Miami-Dade County) that correspond to the total quantity and type of liquid waste transported, in accordance with the latest approved fee schedule. The completed monthly reports, inclusive of the applicable permit fee payment, shall be submitted to: Department of Regulatory and Economic Resources, Attn: DERM Liquid Waste Transporters Program, P.O. Box 12378, Miami, FL 33101-2378.

4. Complete monthly reports shall consist of providing the source name and address, date of collection, quantity of waste, disposal destination, payment of associated fees, and all other applicable information required by the reporting forms.

5. Transporters of biohazardous waste shall provide each customer with a receipt for all material picked up. This receipt shall contain the date, type and approximate quantity of biohazardous waste removed. Copies of said receipts shall be provided to the Department upon written request.

Lisa M. Spadafina, Director
Division of Environmental Resources Management (DERM)
Miami-Dade County Department of Regulatory and Economic Resources

2024011011394376

OFFICIAL DOCUMENT

Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court • 7th Floor
Miami, Florida 33136-3912
T 305-372-6600 F 305-372-6893
miamidade.gov

Permit No: LW-000455-2024/2024 (ST)-ST-ES
Permit Issued To: CLIFF BERRY, INC.
Facility Location: 3400 SE 9 AVE
FORT LAUDERDALE, FL 33316-

Contact Name/Address:
Attn: Cliff Berry II
CLIFF BERRY, INC.
P.O. BOX 13079
FT. LAUDERDALE, FL 33316-

LIQUID WASTE TRANSPORTERS ANNUAL OPERATING PERMIT

DESCRIPTION OF FACILITY/EQUIPMENT

This document, issued under the provisions of Chapter 24, Miami-Dade County Code (Dade County Environmental Protection Ordinance), shall be valid from January 01, 2024 through December 31, 2024. The above named permittee, is hereby authorized to operate as a Liquid Waste Transportation business with the equipment bearing the 74 identifying sticker(s) included with this permit. The above referenced facility location represents the vehicle storage location of said business as reported by the permittee.

This facility is subject to conditions listed below and in the following pages (if any) of this permit.

SPECIFIC CONDITIONS

1. This permit only authorizes the transportation of non-hazardous liquid waste limited to stormwater and septage with the exception of waste from On-Site Sewage Treatment Disposal Systems (OSTDS) including, but not limited to, septic tanks, which are regulated by the Florida Department of Health pursuant to Ch. 62-6, Florida Administrative Code, unless otherwise approved by the Department (DERM).

2. The Permittee shall maintain and report to the Department a current inventory of all vehicles including, but not limited to, tractors, trailers and single unit vehicles (e.g., vac-trucks, etc.) used by the Permittee for the purpose of liquid waste transportation in Miami-Dade County. All vehicles, except for trailers, shall bear a current Liquid Waste Transporters decal issued by the Department which shall be placed in a visible location on the passenger side of the vehicle's windshield. Decals shall remain intact and visible at all times.

3. All liquid waste transportation activities that originate or end in Miami-Dade County shall be documented and reported monthly using Department-approved monthly report forms. Said monthly reports shall be submitted on or before the 20th day of each month and include all transportation activities that were completed between the first and last day of the preceding calendar month. For example, transportation activities completed during the month of June must be reported on or before July 20. The submittal of a monthly report is also required for months where transportation activities were not performed by the Permittee. Monthly reports shall also include payment of permit fees (made payable to Miami-Dade County) that correspond to the total quantity and type of liquid waste transported, in accordance with the latest approved fee schedule. The completed monthly reports, inclusive of the applicable permit fee payment, shall be submitted to: Department of Regulatory and Economic Resources, Attn: DERM Liquid Waste Transporters Program, P.O. Box 12378, Miami, FL 33101-2378.

4. Complete monthly reports shall consist of providing the source name and address, date of collection, quantity of waste, disposal destination, payment of associated fees, and all other applicable information required by the reporting forms.

5. All liquid waste transportation activities that originate or end in Miami-Dade County shall be

Lisa M. Spadafina, Director
Division of Environmental Resources Management (DERM)
Miami-Dade County Department of Regulatory and Economic Resources

OFFICIAL DOCUMENT

Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court • 7th Floor
Miami, Florida 33136-3912
T 305-372-6600 F 305-372-6893
miamidade.gov

Permit No: LW-000392-2024/2024 (RF)-RF
Permit Issued To: CLIFF BERRY, INC.
Facility Location: 3400 SE 9 AVE
FORT LAUDERDALE, FL 33316-

Contact Name/Address:
Attn: Cliff Berry II
CLIFF BERRY, INC.
P.O. BOX 13079
FT. LAUDERDALE, FL 33316-

LIQUID WASTE TRANSPORTERS ANNUAL OPERATING PERMIT

DESCRIPTION OF FACILITY/EQUIPMENT

This document, issued under the provisions of Chapter 24, Miami-Dade County Code (Dade County Environmental Protection Ordinance), shall be valid from January 01, 2024 through December 31, 2024. The above named permittee, is hereby authorized to operate as a Liquid Waste Transportation business with the equipment bearing the 26 identifying sticker(s) included with this permit. The above referenced facility location represents the vehicle storage location of said business as reported by the permittee.

This facility is subject to conditions listed below and in the following pages (if any) of this permit.

SPECIFIC CONDITIONS

1. This permit only authorizes the transportation of liquid waste limited to used radiator fluid, unless otherwise approved by the Department.

2. The Permittee shall maintain and report to the Department a current inventory of all vehicles including, but not limited to, tractors, trailers and single unit vehicles (e.g., vac-trucks, etc.) used by the Permittee for the purpose of liquid waste transportation in Miami-Dade County. All vehicles, except for trailers, shall bear a current Liquid Waste Transporters decal issued by the Department which shall be placed in a visible location on the passenger side of the vehicle's windshield. Decals shall remain intact and visible at all times.

3. All liquid waste transportation activities that originate or end in Miami-Dade County shall be documented and reported monthly using Department-approved monthly report forms. Said monthly reports shall be submitted on or before the 20th day of each month and include all transportation activities that were completed between the first and last day of the preceding calendar month. For example, transportation activities completed during the month of June must be reported on or before July 20. The submittal of a monthly report is also required for months where transportation activities were not performed by the Permittee. Monthly reports shall also include payment of permit fees (made payable to Miami-Dade County) that correspond to the total quantity and type of liquid waste transported, in accordance with the latest approved fee schedule. The completed monthly reports, inclusive of the applicable permit fee payment, shall be submitted to: Department of Regulatory and Economic Resources, Attn: DERM Liquid Waste Transporters Program, P.O. Box 12378, Miami, FL 33101-2378.

4. All sludges resulting from the transport, handling or treatment of radiator fluid shall be disposed of as hazardous waste and transported by a permitted hazardous waste transporter.

5. Complete monthly reports shall consist of providing the source name and address, date of collection, quantity of waste, disposal destination, payment of associated fees, and all other applicable information required by the reporting forms.

6. No hazardous waste or untreated wastewaters from radiator boil out or test tanks shall be

Lisa M. Spadafina, Director
Division of Environmental Resources Management (DERM)
Miami-Dade County Department of Regulatory and Economic Resources

2024011010054412

OFFICIAL DOCUMENT

Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court • 7th Floor
Miami, Florida 33136-3912
T 305-372-6600 F 305-372-6893
miamidade.gov

Permit No: LW-000391-2024/2024 (HW)-HW
Permit Issued To: CLIFF BERRY, INC.
Facility Location: 3400 SE 9 AVE
FORT LAUDERDALE, FL 33316-

Contact Name/Address:
Attn: Cliff Berry II
CLIFF BERRY, INC.
P.O. BOX 13079
FT. LAUDERDALE, FL 33316-

LIQUID WASTE TRANSPORTERS ANNUAL OPERATING PERMIT

DESCRIPTION OF FACILITY/EQUIPMENT

This document, issued under the provisions of Chapter 24, Miami-Dade County Code (Dade County Environmental Protection Ordinance), shall be valid from January 01, 2024 through December 31, 2024. The above named permittee, is hereby authorized to operate as a Liquid Waste Transportation business with the equipment bearing the 3 identifying sticker(s) included with this permit. The above referenced facility location represents the vehicle storage location of said business as reported by the permittee.

This facility is subject to conditions listed below and in the following pages (if any) of this permit.

SPECIFIC CONDITIONS

1. This permit only authorizes the transportation of hazardous and non-hazardous liquid waste other than septage, stormwater, portable toilet waste, grease interceptor waste, waste oil, radiator fluid, photographic fixer waste, treated sludge generated by sewage treatment plants, and biohazardous waste, unless otherwise approved by the Department.

2. The Permittee shall maintain and report to the Department a current inventory of all vehicles including, but not limited to, tractors, trailers and single unit vehicles (e.g., vac-trucks, etc.) used by the Permittee for the purpose of liquid waste transportation in Miami-Dade County. All vehicles, except for trailers, shall bear a current Liquid Waste Transporters decal issued by the Department which shall be placed in a visible location on the passenger side of the vehicle's windshield. Decals shall remain intact and visible at all times.

3. All liquid waste transportation activities that originate or end in Miami-Dade County shall be documented and reported monthly using Department-approved monthly report forms. Said monthly reports shall be submitted on or before the 20th day of each month and include all transportation activities that were completed between the first and last day of the preceding calendar month. For example, transportation activities completed during the month of June must be reported on or before July 20. The submittal of a monthly report is also required for months where transportation activities were not performed by the Permittee. Monthly reports shall also include payment of permit fees (made payable to Miami-Dade County) that correspond to the total quantity and type of liquid waste transported, in accordance with the latest approved fee schedule. The completed monthly reports, inclusive of the applicable permit fee payment, shall be submitted to: Department of Regulatory and Economic Resources, Attn: DERM Liquid Waste Transporters Program, P.O. Box 12378, Miami, FL 33101-2378.

4. Complete monthly reports shall consist of providing the source name and address, date of collection, quantity of waste, disposal destination, payment of associated fees, and all other applicable information required by the reporting forms.

5. Hazardous and non-hazardous waste shall be reported separately on the monthly reporting form.

Lisa M. Spadafina, Director
Division of Environmental Resources Management (DERM)
Miami-Dade County Department of Regulatory and Economic Resources

OFFICIAL DOCUMENT

Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court • 7th Floor
Miami, Florida 33136-3912
T 305-372-6600 F 305-372-6893
miamidade.gov

Permit No: LW-000104-2024/2024 (WO)-WO
Permit Issued To: CLIFF BERRY, INC.
Facility Location: 3400 SE 9 AVE
FORT LAUDERDALE, FL 33316-

Contact Name/Address:
Attn: Cliff Berry II
CLIFF BERRY, INC.
P.O. BOX 13079
FT. LAUDERDALE, FL 33316-

LIQUID WASTE TRANSPORTERS ANNUAL OPERATING PERMIT

DESCRIPTION OF FACILITY/EQUIPMENT

This document, issued under the provisions of Chapter 24, Miami-Dade County Code (Dade County Environmental Protection Ordinance), shall be valid from January 01, 2024 through December 31, 2024. The above named permittee, is hereby authorized to operate as a Liquid Waste Transportation business with the equipment bearing the 103 identifying sticker(s) included with this permit. The above referenced facility location represents the vehicle storage location of said business as reported by the permittee.

This facility is subject to conditions listed below and in the following pages (if any) of this permit.

SPECIFIC CONDITIONS

1. This permit only authorizes the transportation of liquid waste limited to waste oil, oily wastewater, and non-hazardous industrial waste, unless otherwise approved by the Department. Radiator fluid shall not be transported under this permit.

2. The Permittee shall maintain and report to the Department a current inventory of all vehicles including, but not limited to, tractors, trailers and single unit vehicles (e.g., vac-trucks, etc.) used by the Permittee for the purpose of liquid waste transportation in Miami-Dade County. All vehicles, except for trailers, shall bear a current Liquid Waste Transporters decal issued by the Department which shall be placed in a visible location on the passenger side of the vehicle's windshield. Decals shall remain intact and visible at all times.

3. All liquid waste transportation activities that originate or end in Miami-Dade County shall be documented and reported monthly using Department-approved monthly report forms. Said monthly reports shall be submitted on or before the 20th day of each month and include all transportation activities that were completed between the first and last day of the preceding calendar month. For example, transportation activities completed during the month of June must be reported on or before July 20. The submittal of a monthly report is also required for months where transportation activities were not performed by the Permittee. Monthly reports shall also include payment of permit fees (made payable to Miami-Dade County) that correspond to the total quantity and type of liquid waste transported, in accordance with the latest approved fee schedule. The completed monthly reports, inclusive of the applicable permit fee payment, shall be submitted to: Department of Regulatory and Economic Resources, Attn: DERM Liquid Waste Transporters Program, P.O. Box 12378, Miami, FL 33101-2378.

4. Complete monthly reports shall consist of providing the source name and address, date of collection, quantity of waste, disposal destination, payment of associated fees, and all other applicable information required by the reporting forms.

5. All waste oil and waste water must be sold or disposed of in accordance with all local, state and federal regulations.

Lisa M. Spadafina, Director
Division of Environmental Resources Management (DERM)
Miami-Dade County Department of Regulatory and Economic Resources

Resilient Environment Department
ENVIRONMENTAL PERMITTING DIVISION
1 North University Drive, Mailbox 201, Plantation, Florida 33324
954-519-1483 * FAX 954-519-1412

WASTE TRANSPORTER LICENSE

Cliff Berry, Inc.
Attention: Cliff Berry II, Director / CEO
PO Box 13079
Fort Lauderdale, FL 33316

License Number: WT-23-0033

This license is issued under the 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. 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 the provisions of Article 1, Division 4 of the Code.

Nature of Business:

Sludge Hauling
- Grease Trap
- Sewage from Vessels, Storm & Sanitary Sewer Debris

Discarded Hazardous Material Hauling
- Used Oil
- RCRA Hazardous Waste
- Photochemical Waste
- Nonhazardous Industrial Waste (Solid)
- Nonhazardous Industrial Waste (Liquid)
- Contaminated Soils

Prepared By:	Didier Dupuy
Application Received:	03/08/2023
Date of Issue:	04/07/2023
Renewal App. Due:	12/30/2024
Expiration Date:	02/28/2025

Environmental Permitting Division

WASTE TRANSPORTER 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 Resilient Environment Department (RED) pursuant to Chapter 27 of the Broward County Code of Ordinances (BCC). RED 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 RED.

(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 RED 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 RED 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 RED 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 RED, and any forbearance on behalf of RED 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 RED's rights hereunder.

FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

****

HAZARDOUS WASTE TRANSPORTER
CERTIFICATE OF APPROVAL

****

This is to certify that the carrier specified below has been approved as a hazardous waste transporter in Florida. The terms and conditions of this certificate require that the holder comply with all applicable portions of Chapter 62-730, Florida Administrative Code. This certificate shall be rendered null and void if any information contained within becomes obsolete. The certificate shall remain valid through the expiration date specified below.

TRANSPORTER: Cliff Berry Inc Fort Lauderdale

FACILITY ID NO: FLR000083071

FACILITY ADDRESS: 3400 SE 9th Ave
Fort Lauderdale, FL 33316

EXPIRATION DATE: June 30, 2025

APPROVED TRANSFER FACILITY: NC

APPROVAL ISSUED BY: Susan L Horlick ___ DATE: March 01, 2024

Susan Horlick
Environmental Specialist III
Hazardous Waste Regulation Section
850/245-8778

FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

February 27, 2024

Kelly Brandenburg
Cliff Berry Inc Fort Lauderdale
PO Box 13079
Fort Lauderdale, FL 33316- 0100

BE IT KNOWN THAT

Cliff Berry Inc Fort Lauderdale
3400 SE 9th Ave
Fort Lauderdale, FL 33316

IS HEREBY REGISTERED AS A USED OIL

Transporter, Transfer Facility, Processor, Filter Transporter, Filter Transfer Facility

pursuant to Chapter 62-710, Florida Administrative Code (F.A.C)
For regulatory guidance, go to:
http://www.dep.state.fl.us/waste/categories/used_oil/default.htm
The Department of Environmental Protection hereby issues
Registration Number **FLR000083071** on February 27, 2024
Transporter Type: **FH**

This registration will expire on 6/30/2025

This certificate documents receipt of your annual registration and annual report. It shall be displayed in a prominent place at your facility. This certificate and your cancelled check are your receipts.

Janet E. Ashwood

Janet Ashwood
Environmental Consultant
Waste Compliance Assistance Program

FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

February 27, 2024

Kelly Brandenburg
Cliff Berry Inc - Jacksonville
PO Box 13079
Fort Lauderdale, FL 33316- 0100

BE IT KNOWN THAT

Cliff Berry Inc - Jacksonville
1518 Talleyrand Ave
Jacksonville, FL 32206- 5436

IS HEREBY REGISTERED AS A USED OIL

Transporter, Transfer Facility, Processor, Filter Transporter, Filter Transfer Facility

pursuant to Chapter 62-710, Florida Administrative Code (F.A.C)
For regulatory guidance, go to:
http://www.dep.state.fl.us/waste/categories/used_oil/default.htm
The Department of Environmental Protection hereby issues
Registration Number **FLR000119784** on February 27, 2024
Transporter Type: **FH**

This registration will expire on 6/30/2025

This certificate documents receipt of your annual registration and annual report. It shall be displayed in a prominent place at your facility. This certificate and your cancelled check are your receipts.

Janet E. Ashwood

Janet Ashwood
Environmental Consultant
Waste Compliance Assistance Program

FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

February 27, 2024

Kelly Brandenburg
Cliff Berry Inc Canaveral
PO Box 13079
Fort Lauderdale, FL 33316- 0100

BE IT KNOWN THAT

Cliff Berry Inc Canaveral
5855 Industrial Dr
Cocoa, FL 32927- 4608

IS HEREBY REGISTERED AS A USED OIL

Transporter, Transfer Facility, Processor, Filter Transporter, Filter Transfer Facility

pursuant to Chapter 62-710, Florida Administrative Code (F.A.C)
For regulatory guidance, go to:
http://www.dep.state.fl.us/waste/categories/used_oil/default.htm
The Department of Environmental Protection hereby issues
Registration Number **FLR000119792** on February 27, 2024
Transporter Type: **FH**

This registration will expire on 6/30/2025

This certificate documents receipt of your annual registration and annual report. It shall be displayed in a prominent place at your facility. This certificate and your cancelled check are your receipts.

Janet K. Ashwood

Janet Ashwood
Environmental Consultant
Waste Compliance Assistance Program

FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

February 27, 2024

Kelly Brandenburg
Cliff Berry Inc - Miami Terminal
PO Box 13079
Fort Lauderdale, FL 33316- 0100

BE IT KNOWN THAT

Cliff Berry Inc - Miami Terminal
3033 NW North River Dr
Miami, FL 33142- 6304

IS HEREBY REGISTERED AS A USED OIL

Transporter, Transfer Facility, Processor, Collection Center, Filter Transporter, Filter Transfer Facility, Filter Processor

pursuant to Chapter 62-710, Florida Administrative Code (F.A.C)
For regulatory guidance, go to:
http://www.dep.state.fl.us/waste/categories/used_oil/default.htm
The Department of Environmental Protection hereby issues
Registration Number **FLD058560699** on February 27, 2024
Transporter Type: **FH**

This registration will expire on 6/30/2025

This certificate documents receipt of your annual registration and annual report. It shall be displayed in a prominent place at your facility. This certificate and your cancelled check are your receipts.

Janet E. Ashwood

Janet Ashwood
Environmental Consultant
Waste Compliance Assistance Program

FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

February 27, 2024

Kelly Brandenburg
Cliff Berry Inc-Tampa Facility
PO Box 13079
Fort Lauderdale, FL 33316- 0100

BE IT KNOWN THAT

Cliff Berry Inc-Tampa Facility
5218 Saint Paul St
Tampa, FL 33619- 6118

IS HEREBY REGISTERED AS A USED OIL

Transporter, Transfer Facility, Processor, Filter Transporter, Filter Transfer Facility

pursuant to Chapter 62-710, Florida Administrative Code (F.A.C)
For regulatory guidance, go to:
http://www.dep.state.fl.us/waste/categories/used_oil/default.htm
The Department of Environmental Protection hereby issues
Registration Number **FLR000013888** on February 27, 2024
Transporter Type: **FH**

This registration will expire on 6/30/2025

This certificate documents receipt of your annual registration and annual report. It shall be displayed in a prominent place at your facility. This certificate and your cancelled check are your receipts.

Janet E. Ashwood

Janet Ashwood
Environmental Consultant
Waste Compliance Assistance Program

FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

February 27, 2024

Kelly Brandenburg
Cliff Berry Inc - Fort Pierce
PO Box 13079
Fort Lauderdale, FL 33316- 0100

BE IT KNOWN THAT

Cliff Berry Inc - Fort Pierce
400 Angle Rd
Fort Pierce, FL 34947- 2501

IS HEREBY REGISTERED AS A USED OIL

Transporter, Transfer Facility, Filter Transporter, Filter Transfer Facility

pursuant to Chapter 62-710, Florida Administrative Code (F.A.C)
For regulatory guidance, go to:
http://www.dep.state.fl.us/waste/categories/used_oil/default.htm
The Department of Environmental Protection hereby issues
Registration Number **FLR000009266** on February 27, 2024
Transporter Type: **FH**

This registration will expire on 6/30/2025

This certificate documents receipt of your annual registration and annual report. It shall be displayed in a prominent place at your facility. This certificate and your cancelled check are your receipts.

Janet E. Ashwood

Janet Ashwood
Environmental Consultant
Waste Compliance Assistance Program

2024062108303681

MIAMI-DADE COUNTY

OFFICIAL DOCUMENT

Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court • 7th Floor
Miami, Florida 33136-3912
T 305-372-6600 F 305-372-6893
miamidade.gov

Permit No: IWP-000108-2024/2025 (P)-GEN_SHELL1
Permit Issued To: CLIFF BERRY, INC. MIAMI TERMINAL
Facility Location: 3033 NW NORTH RIVER DR
MIAMI, FL 33142-

Contact Name/Address:
Attn: Cliff Berry II
CLIFF BERRY, INC.
PO BOX 13079 PORT EVERGLADES
FT LAUDERDALE, FL 33316-

INDUSTRIAL WASTE PRETREATMENT ANNUAL OPERATING PERMIT

DESCRIPTION OF FACILITY/EQUIPMENT

This document, issued under the provisions of Chapter 24, Miami-Dade County Environmental Protection Ordinance, shall be valid from **01-JUL-2024 through 30-JUN-2025**. The above named permittee, is hereby authorized to operate the pollution control facility at the above location. The pollution control facility consists of the following equipment, processes and/or operations:

A Centralized Waste Treatment (CWT) facility for the collection, storage, and treatment of metal, oil and organic bearing wastewaters limited to a maximum discharge volume of 210,040 gallons per day (GPD) of treated wastewaters to the public sanitary sewer system. The CWT facility is comprised of the following features:

[A] SECONDARY CONTAINMENT for storing: 1) Twenty-eight (28) above ground tanks for storing used oils, oily water, finished products and clean water; 2) A vertical tube coalescer through which secondary containment area stormwater discharges to existing french drain; 3) Metal and organic wastewater pretreatment systems (trains) and drums in holding area, inside building; 4) Concrete truck ramp with 9 in. curb for collection of spills in receiving tank area; 5) Roll-off storage area.

[B] PRETREATMENT SYSTEM consists of three (3) 5,000 gallon wastewater receiving tanks, two (2) parallel treatment trains which used independently of each other but with interconnection ability, a polishing system and adjustable rate flow controllers as follows:

1. TRAIN 1 (currently not being used as part of the pretreatment process but is kept on site for emergency purposes or as may be needed) consists of: a. One (1) 200 gallon per minute (gpm) vertical tube coalescer unit; b. Two (2) 350 gallon Flash Mix tanks with flocculant, coagulant and pH feeds; c. One (1) 8' diameter 50 gpm Diffused Air Floatation (DAF) unit with an air absorption tank; d. A Sludge system with a 600 gallon sludge tank, CETCO BP plate and frame filter press.

2. TRAIN 2 consists of: a. One (1) a 2,000 gallon Oil/Water Separator (OWS) with a 200 gallon oil collection hopper; b. One (1) 3,900 gallon three-stage Diffused Air Floatation (DAF) chemical conditioning tank with pH adjustments and polymer feed from a 50 gallon polymer tank, c. One (1) 150 gpm DAF unit with a 450 gallon pressure recycle tank; d. One (1) 1,200 gallon effluent wetwell (above ground tank) and a 1,300 gallon pH adjustment tank; e. Sludge System with two (2) 3,000 gallon sludge holding tank feeding to an Alar Rotary Drum Vacuum Filter with fly ash feed for bulking for landfill disposal; f. Effluent wastewater from the effluent wet well (above ground tank) is pumped to tanks 10A and 10B for discharge to the public sanitary system via a 500 gallon clear well (above ground tank with lock out valve on the discharge line) and lift station; g. Remaining oil is pumped to the oil processing area.

3. POLISHING SYSTEM which includes an Air Stripping system (500 gpm) with a shallow tray air stripper. Water is collected in a 500 gallon holding tank which discharges to a clear well (tank).

4. ADJUSTABLE RATE FLOW CONTROLLERS with meters to record the system influent and effluent rates.

[C] USED OIL RECOVERY / PROCESSING with advanced oil cleaning system consisting of: 1) Three (3)

Lisa M. Spadafina, Director
Division of Environmental Resources Management (DERM)
Miami-Dade County Department of Regulatory and Economic Resources

FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

PERMITTEE:
CLIFF BERRY, INC.
P.O. BOX 13079
FORT LAUDERDALE, FLORIDA 33316

I.D. NUMBER: FLD 058 560 699
PERMIT NUMBER: 72815-011-HO; 72815-012-SO
DATE OF ISSUE: APRIL 4, 2023
EXPIRATION DATE: FEBRUARY 12, 2028

ATTENTION:
CLIFF BERRY, II, CHIEF EXECUTIVE OFFICER

COUNTY: MIAMI-DADE
PROJECT: USED OIL AND MATERIAL PROCESSING FACILITY

Pursuant to authorization obtained by the Florida Department of Environmental Protection (FDEP) under the Resource Conservation and Recovery Act [42 United States Code (U.S.C.) 6901, *et seq.*, commonly known as RCRA], and 40 Code of Federal Regulations 279, this permit is issued under the provisions of Section 403.722 Florida Statutes (F.S.), and Chapters 62-4, 62-160, 62-701, 62-710, 62-730, 62-740, 62-762, 62-777 and 62-780 Florida Administrative Code (F.A.C.). This permit replaces expired permit 77628-011-HO and 77628-012-SO. The above-named Permittee is hereby authorized to perform the work or operate the facility shown on the application dated November 20, 2022, and revised or supplemented by documentation submitted on February 8, 2023, that are incorporated herein and collectively referred to as the "permit application." The permit application also includes any approved drawing(s), plans, and other documents that are specifically identified and incorporated by reference. The permitted units or permitted activities are specifically described as follows:

To operate a Used Oil and Material Processing Facility hereinafter referred to as the "Facility". The Used Oil and Material Processing Facility is located on an approximately 3.39-acre parcel of land owned by Cliff Berry, Inc. (CBI) in Miami-Dade County, at 3033 NW North River Drive, Miami, Florida, 33142. Diagrams of the site layout and tank storage area are included as Attachment A (Facility Map) of this permit. Tank capacity and contents are shown in Attachment B (Tank Table) of this permit.

The facility is authorized to process used oil, oily wastewater, petroleum contact water, oily solid waste and used oil filters. The Facility consists of a container and drum storage area, an oil filter processing system, a wastewater pre-treatment system, and a loading and unloading area. Oily waters/wastewaters are separated and/or decanted, and they are pretreated on site prior to discharge off site for disposal at a permitted facility.

Facility is also permitted to store and operate a ten (10) day or less, Hazardous Waste Transfer Station.

In addition, the Permittee may generate solid waste from their wastewater treatment processes and used oil processing. These wastewater treatment solids and oily solid wastes are placed into no more than three (3) 20-cubic yard roll-off containers and shipped to a permitted, lined solid waste landfill for disposal. The maximum number of drums of oily wastes awaiting processing on site at any one time shall not exceed 1,750 55-gallon drums.

The Facility currently consists of thirty-one (31) tanks ranging from 5000 gallons to 50,000 gallons and seven (7) 126,000-gallon tank. The primary and secondary materials stored in these tanks are as listed in Attachment B of this permit. All tanks and piping are located within secondary containment unit as shown in Attachment A. The facility is authorized to store and use a total of 904,590 gallons (95% of capacity) of used oil in the above ground storage tanks and related appurtenances currently in use at the facility. Details for specific tanks are listed in Attachment B of this permit.

The Permittee is required to investigate any releases of contaminants to the environment at the facility regardless of the time at which waste was placed in a unit and to take appropriate corrective action for any such releases. Pursuant to 40 CFR 260.10 [as adopted by reference in Rule 62-730.020(1), F.A.C.], and Chapter 62-780 F.A.C. corrective requirements extend to all property under control of the Permittee (see Attachment A, a map of the property boundaries of the land under the Permittee's control) and to all contamination that originated from discharges at the property under control of the Permittee.

This permit is based on the premise that information and reports submitted by the Permittee prior to issuance of this permit are accurate. Any inaccuracies found in this information or information submitted as required by this permit may be grounds for termination or modification of this permit in accordance with Rules 62-4.050 and 62-710.800 F.A.C. and potential enforcement action.

The following documents were used in the preparation of this permit:

1. Operating Permit Numbers 77628-006-HO and 77628-007-SO dated July 26, 2013.
2. Permit Major Modification 77628-008-HO and 77628-007-SO dated August 19, 2015.
3. Form 8700-12FL Notification of Regulated Waste Activity dated January 9, 2017.
4. Permit Renewal Application and supplemental information dated December 18, 2017 and January 11, 2018.
5. DEP Request for Additional Information letter dated January 25, 2018.
6. DEP Financial Assurance documentation approval dated February 9, 2018.
7. Facility responses to Request for Additional Information dated February 9, 2018, February 20, 2018, and February 26, 2018.
8. Permit Renewal Application dated November 20, 2022.

9. DEP Request for Additional Information dated December 20, 2022.

10. Facility Response for Additional Information dated February 8, 2023.

VOLUME II: Technical Response

TAB A: Introduction

CBI has held and continues to hold hundreds of emergency response agreements with public and private sector customers, which require 24 hour response, 7 days a week, 365 days a year. These contracts apply to any type of environmental emergency from natural disasters to abandoned unknown waste materials. CBI is permitted at the federal, state and local level to perform emergency response, hazardous waste cleanup and transportation, used oil and used oil filter processing, transfer, handling, transportation, and marketing, universal waste transportation, and other liquid and solid waste processing. The CBI Miami Facility is permitted under Centralized Waste Treatment to process non-hazardous bulk liquids under categories for oils and grease, organics and metals. Additionally, the CBI Miami Facility is also permitted as a 10-day hazardous waste storage facility and as a non-hazardous solids processing facility. The following permits listed below permit CBI to perform the requirements of this abandoned drum solicitation in addition to many other environmental services.

Permit	Agency	Expiration
Hazardous Materials Certificate of Registration	US Dept of Transportation	6/30/2025
Used Oil and Material Processing Facility (Miami, Ft. Lauderdale, Tampa, Canaveral, Jacksonville)	FDEP	Various
10-Day Hazardous Waste Transfer Facility (Miami)	FDEP	
Discharge Cleanup Organization	FDEP	6/30/2025
Used Oil Transporter for Hire, Transfer Facility, Processor, Marketer, Filter Transporter, Filter Transfer Facility	FDEP	6/30/2025
Hazardous Waste Transporter	FDEP	6/30/2025
Universal Waste Transporter	FDEP	3/1/2025
Waste Transporter License	Broward County	2/28/2025
Waste Transporter Licenses	Miami-Dade County	12/31/2024

CBI routinely assists its clients in the compliant handling and disposal of industrial, universal and hazardous waste. Our technical staff is well versed in DOT, EPA, and State regulations governing waste disposal and we maintain a working knowledge of the many treatment, recycling, and disposal facilities commercially available, their capabilities and waste acceptance criteria. Furthermore, we own and operate one of the largest fleet of transportation equipment in the State of Florida. CBI's primary offerings with respect to waste management services are as follows:

- Characterization and Analysis
- Packaging and Labeling
- Preparation of Profiles, LDRs and Shipping Papers
- Bulk and Container Transportation
- Collection and Disposal

CBI held the FDEP abandoned waste contract for Southeast District and routine waste contract from 1995 – 2006 and again from 2017 to current. These contracts were the mechanism by which CBI was hired to respond to an abandoned drum or drums of waste located in land or on shoreline. We would don supplied breathing air and modified Level B PPE to approach the container, identify by field characterization, and secure the site for public safety. We would then repackage, label and manifest damaged drums and remove them from the environment. Drums would be transported on insured and licensed vehicles to our 10-day transfer facility in Miami pending further analysis or disposal/recycle. CBI safely performed dozens of these events over the course of 11 years to the satisfaction of FDEP personnel, including one such event that required that CBI remove over 25 drums from the shoreline in Fort Lauderdale on a holiday weekend. CBI safely performed this event without injury and within the parameters of the contract guidelines.

In the past, CBI has handled large scale emergency responses and small scale drum reconnaissance with the same quality assurance and procedure. For example, in 2010, on the Deepwater Horizon incident, CBI supplied 30 vessels & crew members (100-120) to the Marine Operations Team for repair, replacement, and maintenance of the BOOM line protecting the Barrier Islands. Concurrently, CBI supplied men &

equipment to patrol & clean the shorelines of any crude oil (300+). The contract value totaled over 25 million dollars and totaled over 200 million gallons of spilled crude oil. This is in contrast to the Miami-Dade County contract that we held for over 10 years that required us to respond to sites that ranged from abandoned waste pickup to regular maintenance work, which included disposal of maintenance waste, used oil pickup and separator cleanouts.

Additionally, CBI has provided services to the aircraft construction and repair industry for several years. Handling the proper disposal and destruction of expired or otherwise no longer usable materials, the items we handle range from expired paints and epoxies, tires, the oxygen generators, lighting, damaged spare parts, to the small explosives used in the door panel air slides in the emergency exits. CBI has also been hired to perform meth lab cleanups for the DEA. A property declared, by a governmental agency, as a meth lab must be remediated before it can be occupied. CBI was hired to assess, sample, clean, and dispose of wastes and materials removed from the meth lab property. Meth labs are highly dangerous cleanups because the volatile chemicals and solvents such as ammonia, methanol, ether, or acetone will move into air and could cause a flammable atmosphere. Additionally, semi-volatile or non-volatile production chemicals such as acids, bases, and precursor chemicals, such as ephedrine, are toxic and poisonous. This requires a full donning of PPE, including SCBA, to identify the hazards and perform a full labpack service.

VOLUME II: Technical Response

TAB B: Background & Organizational Structure

With respect to the pursuit of this contract agreement, CBI has not entered into any teaming arrangements as we are fully capable of performing the scope of work with our own resources as evidence by past performance of this contract. We do use a short list of subcontractors, including a laboratory, a TSDF, and two other environmental contractors that allow CBI to fulfill the requirements of the contract. Although this is de minimus, CBI is contractually involved with many subcontractors and suppliers, all of which undergo an extensive contractual vetting process to ensure quality goods and services are always provided. CBI has the funding and excellent credit to be able to contract with virtually any subcontractor or supplier as long as that company meets CBI's requirements for safety, quality and price.

Cliff Berry, Inc. has maintained high quality service throughout the past 50+ years and based on our excellent response time, experienced personnel, and equipment availability have been trusted with Emergency Response contracts by many Corporations, Companies, and Organizations. The response requirements vary among the various contracts as exampled by the following:

- Cliff Berry, Inc qualifies for and is a member of the United States Coast Guard (USCG) Oil Spill Response Organization (OSRO). Classifications for OSRO were established in response to the Oil Pollution Act (OPA) of 1990 and include maintenance of a response plan, equipment, trained personnel, and the ability to put all of it in place in whatever affected body of water (stream, lake, canal, or ocean) within 1-hour of receiving the call. Cliff Berry, Inc continues to meet all those criteria not only in live action spills but also on periodic test runs monitored by the USCG.
- Contracts are currently supported by CBI for response to fuel service stations emergencies throughout the state. Service stations will require emergency response not only for discharges of fuel or chemicals to the environment, but additionally for flooding of a service station from heavy rains requiring surface water removal to resume retail operations, removing water from fuel tanks, investigation of alarm causes and restoration of a corrected situation from tank interstitial monitoring, and fuel polishing required prior to sale of tainted fuel. Each instance is rated on the impact to sales at the station and carry various response times. A “Priority One”, “Urgent”, or “Emergency” status (dependent upon service station organization) requires a 4-6 hour response time regardless of station location. The consistent response of CBI trained personnel with the proper response equipment and knowledge has allowed Cliff Berry, Inc to maintain contracts for response to hundreds of service stations throughout the state.
- Emergency response brokering firms are hired by many major oil and chemical storage, manufacturing, or retail sale corporations internationally. Cliff Berry, Inc is contracted with a number of these firms to respond to emergency call outs the brokering firm receives in Florida. The demands of trained personnel, appropriate equipment availability, efficiency, accurate documentation and reporting along with rapid response time (in many cases within two hours) creates an environment that can only be fulfilled by a well organized, experienced response company. Contracts with these brokerage firms are a testament to the efficacy of CBI.
- Plane crashes, tanker rollovers, discharges to public roads demand rapid, prepared response. Petroleum hauling companies, bulk storage facilities and insurance companies all has contracted CBI to address their emergency response needs. Cliff Berry, Inc is a participating member in the Florida Department of Transportation (FDOT) Traffic Incident Management (TIM) team. The TIM program strives to make emergency cleanup of public roads safer and to decrease response and cleanup time from initial response through road opening. All members are continuously monitored and criticized on the efficiency of their operation. Cliff Berry, Inc is proud of their involvement in this group of rapid responders.

The communications system is already in place to allow CBI to meet the strict response requirements listed above throughout the State. All equipment and trained personnel are already in place throughout the state at CBI facilities to implement the scope of service as required. CBI is already providing this service in a timely manner for many of our clients, and our experience noted above outlines how we are competent to meet and exceed the response time as stated in this RFP.

VOLUME II: Technical Response

TAB C: Qualifications & Experience

Cliff Berry, Incorporated
Environmental Services

TRADE & CREDIT REFERENCES

MIAMI, FL
TAMPA, FL
FORT MEYERS, FL
FORT PIERCE, FL
JACKSONVILLE, FL
CAPE CANAVERAL, FL
FORT LAUDERDALE, FL

P.O. Box 13079 Port Everglades Station, Fort Lauderdale, Florida 33316
Office: (954) 763.3390 Fax: (954) 763.8375 www.cliffberryinc.com

REFERENCES
Household / Emergency Hazardous Waste Collection and Disposal Services

Proposer shall provide a list of at least three (3) clients that Proposer has provided similar services in the past two (2) years, at least one (1) of which are governmental entities. For each client reference include:

1. Name of Firm or Agency: Wheelabrator HHW / City of Sunrise HHW
Address: 4400 South State Road 7
City/State/Zip: Fort Lauderdale, FL 33314
Contact: Bob Hely
Title: Market Manager
Telephone: 954-980-6998
Email: rhely@win-waste.com
Start Date: February 22, 2024 End Date: February 22, 2024
Scope of Work: 1 day collection event for household hazardous waste, nonhazardous waste, universal waste
Cost of Project: $42,167.75

2. Name of Firm or Agency: City of Bal Harbour HHW
Address: 655 96th Street
City/State/Zip: Bal Harbour, FL 333154
Contact: Kenson Prudent
Title: Facility Supervisor
Telephone: 786-409-8780
Email: kprudent@balharbourfl.gov
Start Date: January 14, 2024 End Date: January 14, 2024
Scope of Work: 1 day collection event for household hazardous waste, nonhazardous waste, universal
Cost of Project: $4,318.00

3. Name of Firm or Agency: Waste Management
Address: 1800 Military Trail # 201
City/State/Zip: Okeechobee, FL
Contact: Jeffrey Granick
Title: Area Supply Chain Manager
Telephone: 954-234-6939
Email: jgranick@wm.com
Start Date: March 2, 2024 End Date: March 2, 2024
Scope of Work: 1 day collection event for household hazardous waste, nonhazardous waste, universal waste
Cost of Project: $14,565.00

Note: Proposer is responsible for verifying correct & current information. Failure to provide accurate data may result in the reference not being considered.

Cliff Berry, Inc has relationships with many of the disposal facilities throughout the state of Florida as well as the rest of the country after more than 50 years in business in Florida we have used many of them at one time or another. We sporadically audit the facilities and we piggy back on the audits our own customers do on the facilities. We consistently compare safety and compliance records, prices of the facilities and service levels as we vet each of the facilities. During the course of business as we decide where to send a shipment we use the knowledge of the profiling systems and the options each facility option offers to find the most appropriate facility for disposal which minimizes the cost as well as the long term financial and environmental risk to the client. All containerized hazardous waste is transported on CBI vehicles to the CBI Miami Facility, which is licensed as a 10-day or less transfer facility for hazardous waste. Within 10-days, the hazardous waste is then transported to a licensed TSDF. The majority of hazardous waste is shipped to US Ecology in Tampa, FL. US Ecology is a RCRA Part B facility that can manage nearly all waste codes and specializes in labpacks, small quantities and household hazardous waste. They are located at 7202 East Eighth Ave, Tampa, FL 33619 and their EPA ID number is FLD981932494.

As stated, CBI is positioned to self-perform the response portion of this contract throughout the state, but in the event CBI is unable to respond to those hard to reach locations in the panhandle of Florida, CBI has an approved subcontractor, Action Environmental, that is located in Alabama that could be utilized to ensure the 6-hour response time is met. Action is a provider of hazardous waste transportation and environmental services. These services include specialty chemical, hazardous waste and heavy-haul transportation, freight brokerage, industrial cleaning and a broad range of environmental remediation services. Action's employees are HAZWOPER trained and are fluent in hazardous waste characterization and safety requirements, which makes them an excellent choice for the Florida panhandle territory. CBI envisions this relationship to work as an initial response to ensure the 6-hour window is met and the site is secured and then CBI would self-perform the packaging, transport and disposal of the waste.

CBI is licensed to haul hazardous materials and waste, but we do not haul explosives or radioactive materials. Therefore, we have a subcontractor, CDS Global, Inc. that is a Florida based company specializing in explosives and radioactive waste management. Explosive waste is shipped to either General Dynamics in Joplin, MO or Clean Harbors in Colfax, LA. CDS Global is fully insured and certified as a ChemTel contractor and as a DOT, NRC, & IATA Transporter for shipping and receiving radioactive materials.

CBI contracts with Florida Spectrum Environmental Services, Inc. which is a full-service laboratory located in Ft. Lauderdale, Florida, with Facilities in Ft. Meade, Okeechobee, FL, Lakeland, FL and Garden City, GA that house over 30,000 ft2 of laboratories and offices. Florida – Spectrum Environmental Services, Inc. is committed to provide the turnaround that will be stated in the Solicitation, with the ability to perform rush turnaround requests as needed.

- Maintaining a centralized technical customer service management system located in our laboratory in Ft. Lauderdale, Florida. This system allows you a single point of contact to order bottle kits, request sample pickup, status analytical results, or request technical assistance on your project. Our customer service management staff has a combined experience of greater than 30 years in the environmental testing field and can assist you in the interpretation of results and regulatory requirements. Having the project management team located at the laboratory provides expedited response to your questions concerning data review, capacity, etc.
- Florida – Spectrum Environmental Services, Inc. provides job specific containers delivered next day to your office or site location. Our field offices in Ft. Lauderdale, Okeechobee and Ft. Meade Florida can provide comprehensive sampling, pickup and delivery services and technical assistance.

- Our standard turnaround time is five-seven (5-7) business days, on most projects. However, quicker turnaround is available at a nominal charge.

CBI also utilizes Advanced Environmental Laboratories, Inc. (AEL), which is a TNI / NELAP certified, full-service environmental analytical laboratory firm, headquartered in Jacksonville, Florida, with additional offices in Gainesville, Miami, Orlando, Tallahassee, and Tampa. AEL offers local service for kits, courier, project management, and analysis that AEL provides all the way from the Panhandle to the Keys. AEL works for over 1,000 clients and on over 50,000 projects annually, including landfill/solid waste, assessment/remediation, wastewater/drinking water, and industrial process control. Combined with a management group with well over 100 years collective experience, AEL is an excellent partner for analytical services. AEL performs over 50,000 projects a year and hundreds of thousands of individual tests. Typical projects include analytical investigations of soil, water, and air at RCRA, CERCLA, landfill, UST, drinking water, wastewater, commercial property transfer, remediation, and O&M sites. Clients include over 100 City, County, and State agencies across Florida; Federal agencies including the EPA, Navy, Air Force, and ACOE; many of the world's largest environmental consulting firms; and dozens of commercial firms from small fabrication shops to huge breweries and theme parks.

All sampling and analyses performed under this Contract will conform with the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.) and Attachment G, Quality Assurance Requirements for Department Contracts. When sampling is required, a field technician or supervisor will sample the subject waste or material, complete the chain of custody, and transport the sample and COC in cooler back to home office. One of the laboratories above will be contacted for routine pickup services at our facility. The samples will be stored in the sample refrigerator until laboratory performs pickup, which is at approximately 4pm each day. The turn around time of 24 hours can be selected for additional cost on most testing. Some tests do require a 5 day minimum service due to scientific testing requirements. The most advantageous pricing is 5 to 7 days turn around time, but it is up to the State to determine their preference at the time the sample is taken. Results are emailed to us immediately upon completion. At that time, we will forward to the on scene state representative.

Financial Standing & Business Status - All subcontractors and suppliers must submit a W-9 Form, which allows CBI to check the firm's financial standing. The vendors are also asked to submit business size, ownership, years in business, references, licenses and insurance, safety and other pertinent data as part of an internal qualification process. Subcontractors must provide DBE certifications and insurance certifications for CBI protocol. The subcontractors' products and services are then approved for use. A quality control measure is set in place to ensure that all goods and services provided are of the highest quality and safety.

Quality of Work – CBI checks the references, visits the place of business, meets with the principals of the company and takes other measures to determine if the vendor is capable of meeting the quality of work and service deliverables we demand of our vendor pool. The measurables include prompt/accurate invoicing, timeliness of service, strength of supervision (service companies), condition of equipment, and attitude.

Competitive Pricing – CBI does not emphasize low pricing as a condition of being established within our subcontractor and supplier pool. We require competitive pricing and base our decisions on the overall value of the rendered service or material supply.

Responsiveness – Given the nature of our business, we often tax our vendor network with out of the ordinary requests. In particular the ability to have a 24/7 service capability. Subsequently those firms who are able to perform under these constraints are favored to those firms that cannot.

Quality Control – CBI maintains a database of our subcontractor and supplier vendor pool. Staff members are encouraged to add comments in the "Comments" box relative to the experience with the subject company. Management utilizes this data to make decisions on firms which are not able to meet the performance criteria set by our company.

CBI utilizes an accounting system called SAP, which allows us to input labor, equipment, material supplies, profiles and any other third party items into the accounting system from a remote location. This system enables us to invoice and track costs almost immediately after the job is completed and allows us to print manifests and labels accurately and quickly. Therefore, CBI does have electronic filing capabilities and can generate invoices and cost estimates for the customer upon request and send them via electronic interchange.

CBI was founded by Cliff Berry, Sr. in 1958, but has been managed by Cliff Berry, II. since the 1990's. The company is still a family owned business with deep roots in the State of Florida. The structure of the company remains the Owner, Cliff Berry, II. as the President and CEO with a tight group of Manager's that report directly to Mr. Berry, II. These managers are listed below:

Cliff Berry II – Owner/CEO
A lifelong resident of South Florida, Mr. Berry has worked in the environmental services industry for over thirty years. His experience in leading responses to oil and chemical releases has won Cliff Berry Inc. (CBI) national recognition from the USCG as a preeminent environmental services company. Under his leadership CBI has expanded its service capabilities into wastewater treatment, industrial maintenance and used oil collection & processing. Concurrent with his duties as President of CBI, Mr. Berry has been an active member of the professional community for several years. He is a member of the South Florida Local Area Planning Committee, and a board member of both the Seafarer's House as well as the Port Everglades Assn.

Mr. Berry has held several leadership positions such as:

- 2012 Secretary / Treasurer, 2022 Vice President for the **Port Everglades Assn**.
- Current President & Board Member (since 1999) of the **Port Everglades Seafarers' House**.
- Voting Member of the **Dist. 9 Local Area Planning Committee** (LEPC)
- Appointed to the **Broward County Marine Advisory Committee**
- Past Board Member of the **Marine Industries Assn. of South F**lorida
- Past Member of the **Fire Rescue Services Advisory Board**
- Past V.P. of the **South East Chapter of the United States Propeller Club**
- Past President of the **Port Everglades Propeller Club**
- **Board Member of Sunrise Key Special Taxing DIstrict**

Patrick Collins, Executive VP / Chief Operating Officer

- Mr. Collins has over twenty years of experience is leading diverse operating teams in various industries, developing and implementing corporate strategy, driving business development and profitability, and serving in leadership roles in large scale emergency response situations. Prior to joining CBI in 2022, Mr. Collins spent with previous ten years with Crowley Maritime Corporation serving in a variety of roles with increasing responsibility. Most recently as VP of Operations and HSSE/ESG, he was responsible for eight marine container terminals throughout the US and Caribbean, the commercial operations of a fleet of 20 container ships and tug/barges (both foreign flag and US flag / Jones Act vessels), the HSSE/ESG strategy for the 1800+ person business unit, and an annual operating budget of over $800M. Additionally, Mr. Collins served eleven years in the United States Coast Guard in operations afloat, prevention and emergency response / incident command. In 2010, he served as Planning Section Chief for the CG-IMT during the Deepwater Water Horizon oil spill and clean up efforts. He served as the USCG's liaison officer to the Miami-Dade, Broward and Palm Beach Counties Emergency Operations Centers for various hurricane responses and other emergency events. Mr. Collins works with a variety of local charities and organizations and is the current President of the Board of the Port Everglades Association and on the advisory committee of the Seafarers House.

Steve Collins, MBA, C.H.M.M. Director of ESOH

Mr. Collins is an environmental, health and safety professional with 30 year's experience in international and domestic regulations, having served: as representative to the International Maritime Organization in London to author marine environmental regulations, as the director of environmental affairs at Yellowstone National Park including the awarding of the 2007 EPA Achievement Award, as a United State Coast Guard officer leading actions in support of U.S. maritime law in the Pacific and Arctic Oceans and as the Safety Officer for Cliff Berry, Inc. during the Deepwater Horizon Oil Spill protecting 300 people during daily beach and sensitive area clean-up operations. Mr. Collins most recently completed an MBA with environmental concentration to complement his membership in the Institute of Hazardous Materials Management (IHMM) and is a Certified Hazardous Materials Manager (CHMM).

Robert C. Summers, P.G. - Senior Geologist

Mr. Summers has over 20 years of technical and management experience in environmental consulting in the state of Florida. Mr. Summer's management experience ranges from Project and Program Management on through 10 years' experience in resource and facility management. His responsibilities have found him supervising a technical staff of up to 75 charges as well as growing a small engineering office in South Florida to include a new program providing exclusive environmental services to a major oil company's interests throughout the Caribbean.

Jon Hines – Area Manager (South)

In the early 1990′s, Jon began his career as an independent entrepreneur managing multiple commercial renovation and construction projects in NJ & Virginia. Certified since 1995 in Asbestos and Lead Abatement Removal, Jon brings over 20 years of experience in executing projects from inception to achievement. Jon is responsible for the daily operations of the Fort Lauderdale facility, managing a staff of almost 30 drivers, office and field personnel. Focused on rapid, cost-effective

resolutions to environmental issues and emergency response 24/7, Jon is a valuable resource that is often the first point of contact for customers and clients of Cliff Berry, Inc. Mr. Hines joined Cliff Berry, Inc. back in January 2011.

Jon Sandora – Regional Vice President

Jon Sandora has been active in the environmental services industry for the past 27 years. During this time, Jon has held several key positions within local and national companies and has been instrumental in managing and directing activities relating to major oil and chemical spills within the U.S. Jon joined Cliff Berry Inc. back in May 2010, and has consistently proven himself as a notable resource for CBI increasing both market share & customer affiliations within his area of responsibility. In 2019, Jon was promoted to Vice President where he now manages the personnel, customer base, safety and response for Tampa, Orlando, Cocoa, Fort Pierce and Jacksonville.

Leroy Arce – Vice President of Resource Recovery

Leroy Arce has over 27 years of experience is the Environmental Industry. He has held positions ranging from Regional Vice president, executive vice president to general manager for several enterprises. Mr. Arce has experience in business development, plant/field operations, transportation of waste and products across the US. He is experienced in managing annual budgets over 30 million dollars with proven track records. Mr. Arce managed the first treatment plant that had to adhere to Centralized Waste Treatment. He also has experience on how to run and operate Chemical Physical treatment systems, DAF Units, Coalescent Plate Clarifiers, and Biological treatment systems. Mr. Arce is very experienced in the treatment of waste oils by virtue of Centrifuge, chemical treatment and distillation. He has also been instrumental in the rule writing of permits for several organizations in the State of Texas. Mr. Arce is a current member of NORA, and the propellers club of Miami. Mr. Arce is in charge of all day to day operation at the Miami facility, from safety, regulatory, compliance and quality assurance of all products leaving the facility.

VOLUME II: Technical Response

TAB D: Required Response Time

CBI Corporate Offices

851 Eller Drive, Ft. Lauderdale, FL 33316
24- Hr Emergency Response: 800.899.7745
Office Phone: 954.763.3390

CBI Headquarter Waste/Material Recycling Facility

3033 NW North River Drive Miami, FL 33142
24- Hr Emergency Response: 800.899.7745
Office Phone: 954.763.3390

CBI Port Everglades

3400 SE 9th Avenue, Fort Lauderdale, FL 33316
24- Hr Emergency Response: 800.899.7745
Office Phone: 954.763.3390

CBI Cape Canaveral, FL

5855 Industrial Drive Cocoa, FL 32927
24- Hr Emergency Response: 800.899.7745
Office Phone: 321.639.4199

CBI Ft. Pierce, FL

400 Angle Road Fort Pierce, FL 34947
24- Hr Emergency Response: 800.899.7745
Office Phone: 772.466.4063

CBI Jacksonville, FL

1518 Talleyrand Avenue Jacksonville, FL 32206
24- Hr Emergency Response: 800.899.7745
Office Phone: 904.356.5516

CBI Orlando, FL

965 Taft Vineland Road Orlando, FL 32824
24- Hr Emergency Response: 800.899.7745
Office Phone: 407.770.5769

CBI Facility Tampa, FL

5218 Saint Paul Street Tampa, FL 33619
24- Hr Emergency Response: 800.899.7745
Office Phone: 813.626.6533

CBI Regional Office Tampa, FL

4314 Raleigh Street, Tampa FL 33619
24- Hr Emergency Response: 800.899.7745
Office Phone: 813.626.6533

CBI's process for responding to an emergency event would occur as follows: If the call came into CBI during normal business hours, the receptionist would transfer the call to CBI's operations manager for the Region that the emergency event is occurring. If the call came in outside of

normal business hours, CBI's 24-hour/365-day emergency response hotline operator would contact CBI's on-call manager who would promptly return the call to customer representative. CBI's manager would discuss the event with the representative, find out what type of emergency event is occurring and get specific information regarding the event so that appropriate resources could be efficiently deployed. The operations manager would assemble an appropriate response team, which would likely be two personnel for an abandoned drum scenario of 1-10 drums. This team would discuss the emergency event, the planned response, the potential hazards and potential safety concerns. These discussions may either be in person or on the telephone depending on the timing of the emergency event. The project manager would then dispatch the response team with the appropriate vehicles, equipment, materials and PPE for the specific event. In route to the event scene, the project manager and/or field supervisor would contact the representative to discuss the situation and coordinate arrival. Once on-site the project manager/field supervisor would meet with the representative to discuss site issues, concerns and the cleanup plan. CBI field supervisor would conduct a site-specific tailgate safety meeting with the crew and representative. CBI's crew would commence the response.

The first point of contact is usually with CBI's receptionist or, if outside normal business hours, CBI's 24-hour/365-day emergency response hotline operator. If the call is received during normal business hours the call is transferred directly to one of CBI's operation managers, usually in the immediate region where the emergency event is occurring. The phone systems for all of CBI's offices are interconnected. If the call is received outside business hours, the call is taken by the hotline operator. The operator obtains the call back information, name and number from the caller. The operator then immediately contacts the CBI manager that is on-call at that time. The on-call manager promptly calls the customer back and starts the above noted process to responding to a emergency event. All of CBI's operations managers take a rotating turn as the on-call operations manager. Each manager possesses an extensive continually updated notebook of emergency response assets, contacts and subcontractors so that an emergency response could be properly and quickly responded to from wherever the on-call manager may be.

VOLUME II: Technical Response

TAB F: Compliance Procedures & Standards

CBI provides an initial 40-hour training class to all personnel prior to assignment to any field projects involving hazardous materials. The course is designed to meet OSHA 29 CFR 1910.120 and U.S. EPA Orders 1440.2 and 1440.3. Key elements of the class are the evaluation of chemical hazards, selection/maintenance and decontamination of protective clothing, respiratory protection, use and interpretation of results from air monitoring instrumentation, hazards and precautions necessary for working in hot or cold environments, safe working procedures for confined spaces, emergency responses/evacuations, explanation of applicable standard operating procedures, and how to interpret a site-specific safety and health plan. This training course fulfills the 40 Hour HAZWOPER OSHA training requirements of 29 CFR 1910.120 (e) (3) (i) including operations at sites covered by the Resource Conservation and Recovery Act and at controlled hazardous waste sites. Additionally, these employees also receive the 8 Hour HAZWOPER Refresher Training which satisfies Section 1910.120 (e) (8) of the rule that requires employees to obtain refresher training annually to keep their 40-Hour OSHA HAZWOPER training current. All personnel who handle or manage hazardous materials, regardless of the amount receive the Hazardous Materials Handling Certification for DOT 49 CFR Transportation Regulations. The Department of Transportation Docket HM-126F (49 CFR 172.700) makes training mandatory for almost anyone who manages or handles hazardous materials, regardless of the amount. This includes employees who select or fill hazardous materials packages, label containers, fill out shipping papers, load or unload vehicles, move hazardous materials, or operate transportation vehicles. This training course meets the requirements of 49 CFR dockets HM-181 (E) (G), HM-126, HM-215B and HM207D.

In addition, all field employees receive supplementary training in the following subject matters: Confined Space Entry and Rescue, 8-Hour OSHA Refresher, Blood Borne Pathogen, First-Aid & CPR and Asbestos Awareness. Some employees receive advanced specialized training, which is project or position specific related. Examples include OSHA Competent Person (excavation, fall protection), Tank Truck Rollover, Tank Car Specialist, etc.

With respect to the job orientation training program, all field personnel are subjected to training in the identification and proper use of company owned tools and equipment. Performance is measured through post training tests and documented in personnel files. The initial job orientation also includes classroom session on the company's policies and procedures and job specific paperwork or computer entry requirements. Employees classified as supervisors, staff scientists/engineers and project managers are enrolled in a mentor program. Components of on the job training include issuance of the "Project Manager Training Manual", participation in an in-house 8 hour project manager and project supervisor "Refresher Course" and attendance at a 16 hour "Title 22 Hazardous Waste Seminar" workshop.

The above listed training programs represent the core of CBI training program for personnel involved in the performance of environmental services work. Beyond this core, certain personnel, depending on their job description and function or specialty, receive additional training, including:

- Confined Space Entry & Rescue
- Smith System Defensive Driving Training
- Person-In-Charge
- Forklift Training
- First Aid/CPR/AED

- Respirator Training & Fit Testing
- Various Client Specific Training: MARBOP, Florida Gas Transmission, API Worksafe
- MSHA New Miner Training
- CBI Specific Equipment Training
- Hot Work Permit & Gas-Meter Operation Training
- Sampling & Analysis Training
- SPCC & Emergency Response Plan Training
- Facility Response Plan Training

In addition to training, CBI enrolls all HAZWOPER trained employees into the medical monitoring program. The pre-employment and annual medical examination determines if he/she is medically able to wear respiratory protective equipment without aggravating a pre-existing medical condition and is otherwise fit-for-duty. Medical evaluations are confidential, convenient (only during working hours), understandable, and employees are given a chance to discuss the results with the physician. Medical records are maintained by the CBI Human Resources Department.

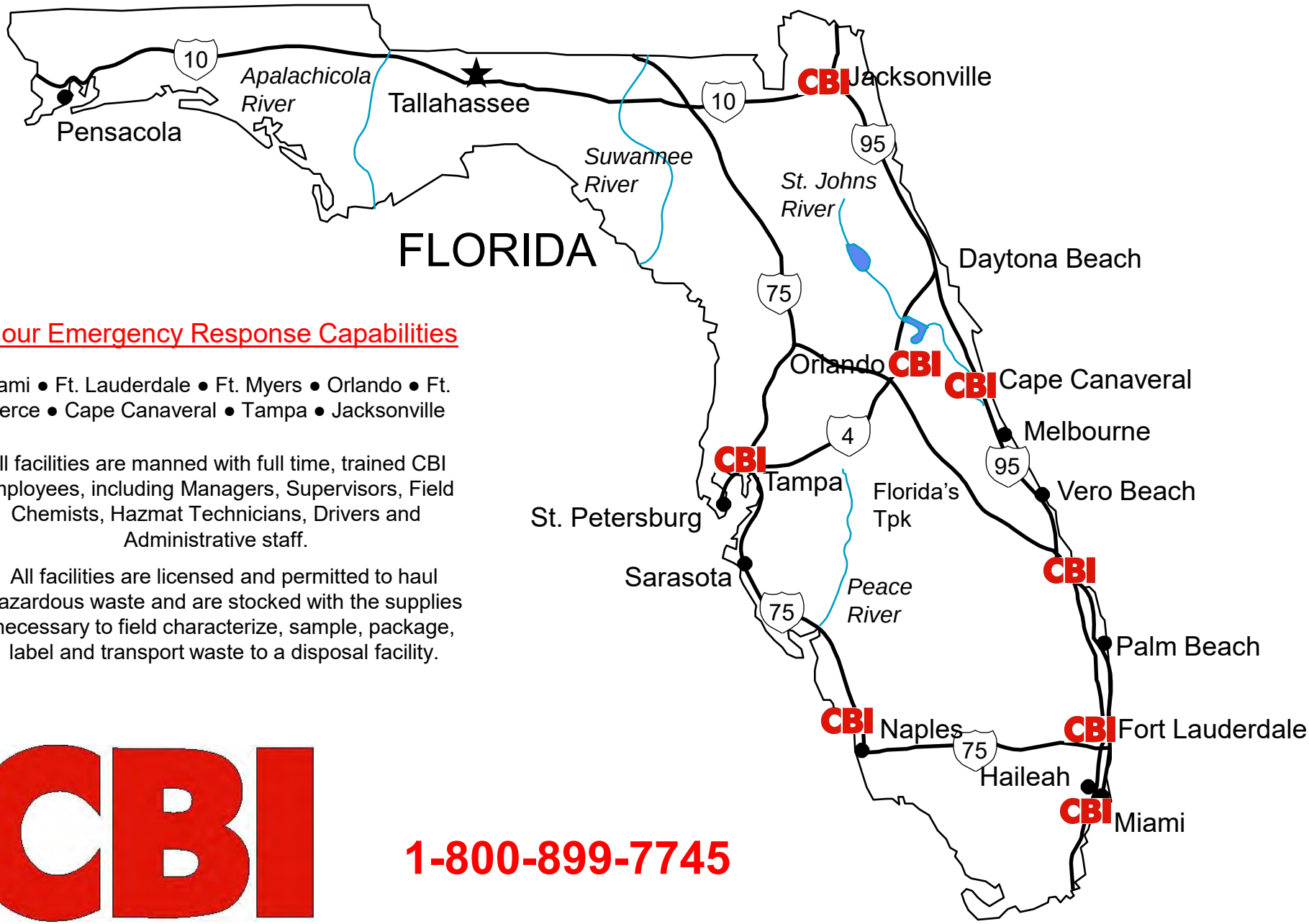
Occupational Health Examination Program has been established to ensure that the health of employees is not compromised by potential exposure to the hazards found at work sites. This program is designed to support and monitor the effectiveness of the primary health and safety goal of controlling worker exposure to potentially toxic materials and general safety hazards. The objectives of the Occupational Health Examination program are to medically qualify individuals to work at job sites, monitor medical records to quickly respond to health trends, monitor the effectiveness of exposure controls in site safety plans, generate Fit For Duty medical determinations when employee's physical conditions change, provide exam summaries to employees to allow them to track their own health.

When an employee is identified as requiring a respirator as a function of his or her job, the individual is fitted by the Safety Manager or his/her designee prior to using any such device. A fit test is used to determine the ability of each individual respirator wearer to obtain a satisfactory fit with any air-purifying respirator. The fit test may be quantitative or qualitative using an approved test vapor (irritant smoke, isoamyl acetate [banana oil]).A separate Respirator Fitting and Training Record is maintained for each participating individual. Personnel must successfully pass the fit test before being issued an air-purifying respirator. The Safety Manager forwards results of the fit test to Human Resources for placement in their personnel file. Employees are fit tested each year.

EXAM COMPONENTS	PRE-PLACEMENT	ANNUAL	TERMINATION
Physical Exam History	X	X	X
Physical Exam	X	X	X
Respirator Questionnaire	X	X	
Pulmonary Function Test	X	X	
Vision Titmus	X	X	
Audiogram	X	X	X
Urinalysis (inc. Heavy Metals)	X	X	X
CBC / Diff	X	X	X
Comp Chemical Blood Panel	X	X	X
Back Fitness / PAT	X		
EKG	X		
Fitness For Duty	X	X	X
DOT	X	Bi-annual	n/a

Hazards are identified and mitigation techniques addressed through site specific Job Hazard Analysis or JHAs. The JHA / (alternately titled Job Safety Analysis) JSA is a separate section that addresses each site task and / or operation identified by the Project Manager in the scope of work, the associated hazards and the methods of hazard prevention or mitigation. The JHA is one of the most critical elements of the safety plan for accident prevention. The plan reflects lessons learned from previous operations or safety advice provided by the manufacturer. In general, the JHA addresses:

- operation / scope of work element associated hazards of each task or operation method to prevent accident for the associated hazard.
- Specific SOPs that provide detailed instructions
- Required site / hazard specific training for employees assigned to the site
- Personal Protective Clothing Equipment Requirements are described for each separate task that has been identified in the JHA / Activity



6-Hour Emergency Response Capabilities

Miami ● Ft. Lauderdale ● Ft. Myers ● Orlando ● Ft. Pierce ● Cape Canaveral ● Tampa ● Jacksonville

All facilities are manned with full time, trained CBI employees, including Managers, Supervisors, Field Chemists, Hazmat Technicians, Drivers and Administrative staff.

All facilities are licensed and permitted to haul hazardous waste and are stocked with the supplies necessary to field characterize, sample, package, label and transport waste to a disposal facility.

CBI

1-800-899-7745

CBI Corporate Offices
851 Eller Drive, Ft. Lauderdale, FL 33316
Toll Free: 800.899.7745
Phone: 954.763.3390

CBI Port Everglades
3400 SE 9th Avenue, Fort Lauderdale, FL 33316
Toll Free: 800.899.7745
Phone: 954.763.3390

CBI Ft. Pierce, FL
400 Angle Road Fort Pierce, FL 34947
Toll Free: 800.899.7745
Phone: 772.466.4063

CBI Orlando, FL
965 Taft Vineland Road Orlando, FL 32824
Toll Free: 800.899.7745
Phone: 407.770.5769

CBI Regional Office Tampa, FL
4314 Raleigh Street, Tampa FL 33619
Toll Free: 800.899.7745
Phone: 813.626.6533

CBI Headquarter Waste/Material Recycling Facility
3033 NW North River Drive Miami, FL 33142
Toll Free: 800.899.7745
Phone: 954.763.3390

CBI Cape Canaveral, FL
5855 Industrial Drive Cocoa, FL 32927
Toll Free: 800.899.7745
Phone: 321.639.4199

CBI Regional Office Fort Pierce
3302 Ave C Fort Pierce, FL 34947
Toll Free: 800.899.7745
Phone: 772.466.4063

CBI Jacksonville, FL
1518 Talleyrand Avenue Jacksonville, FL 32206
Toll Free: 800.899.7745
Phone: 904.356.5516

CBI Facility Tampa, FL
5218 Saint Paul Street Tampa, FL 33619
Toll Free: 800.899.7745
Phone: 813.626.6533

Core Competencies.....

Cliff Berry, Incorporated designs "comprehensive" programs tailored to each individual customer and provides unequaled quality and cost effective proficiency in the areas of:

- ✓24 hour emergency oil and chemical spill response
- ✓Waste water processing
- ✓Industrial maintenance
- ✓Confined space entry for both shipboard and industrial applications
- ✓Industrial cleaning onboard vessels of all sizes
- ✓Transportation, disposal and recycling of used oil & oil filters, industrial wastewater, bilge water and petroleum contact water
- ✓Site remediation
- ✓Tank cleaning and UST removal
- ✓Across-the-board vacuum truck solutions
- ✓Transportation and processing of contaminated soil, absorbents and sludge
- ✓Hydro-blasting and surface coatings
- ✓Hazardous waste minimization and disposal management

EMERGENCY RESPONSE HOTLINE 1-800-899-7745

CBI

CBI

Emergency Response

Our goal and committment is to protect your people, business and community

When every second counts, you can depend on CBI's 24-hour National Emergency Response Center. From the first critical moment to the final closure, CBI's personnel, equipment, training and experience make us an industry leader in emergency response.

From the moment a hazardous or non-hazardous spill is reported, CBI mobilizes its dedicated, hazardous material professionals to immediately respond to your incident. Our Emergency Response and Training Services include:

- 24/7 365 Emergency Response
- Roll Over Spill Response
- Land and Water Responses
- Oil and Chemical Spill Response
- Biohazard Cleanup
- Tank Overflows
- Ship Groundings
- Facility Releases
- Pipeline Ruptures
- Confined Space Rescue Standby
- US Coast Guard OSRO
- Mock Drill Deployments
- Natural Disasters
- EHandS Training
- Emergency Hazmat Response
- Lab Chemical Services
- Environmental Assessment
- Remediation Services
- Spill Contracts Available

Cliff Berry Inc. • 851 Eller Drive, Ft. Lauderdale FL 33316 • Tel 800.899.7745 • info@cliffberryinc.com
WWW.CLIFFERRYINC.COM

CBI Environmental Services

Cliff Berry, Inc.
Ability, Competency, Quality

Since 1958, the Cliff Berry brand has been providing comprehensive environmental services for local, national, and international customers by combining technical expertise and problem solving proficiency. Our market methodology speaks to a customer-centric service approach, always focusing our strengths towards providing the best solutions to our customers' needs.

As a Florida-based and Florida-focused entity, CBI brings a unique perspective to servicing the needs of the Sunshine State. CBI is comprised of over 150 full-time employees, with over 275 pieces of rolling and floating vehicles and equipment staged at 6 strategically located offices around Florida.

CBI has experienced exceptional growth in the environmental industry by providing cost effective environmental services to its customers in the United States and Internationally. The management team is rich with experience and interwoven with the finest personnel in the industry. Our reputation for quality service and proven work methods stems directly from the daily performance of our employees who make up "Team CBI."

24-Hour Emergency Response 800-899-7745

Cliff Berry Inc. • 851 Eller Drive, Ft. Lauderdale FL 33316 • Tel 800.899.7745 • info@cliffberryinc.com
WWW.CLIFFERRYINC.COM

CBI

Industrial Cleaning Services

Tank Cleaning, Line Jetting, and Product Transfer

Routine industrial cleaning, product transfer, and plant maintenance, together with plant and facility turn-arounds, are a core part of the services that CBI provides to its customers, including the following:

- Petroleum product terminals and processing facilities
- Chemical and petrochemical storage facilities
- Utilities including telecommunications, water and sewer, and power generation plants and distribution facilities
- Manufacturing plants
- Petroleum and natural gas product pipelines together with associated compressor and pump stations
- Aerospace and marine manufacturing

We take a collaborative approach with our customers. We look beyond simply mitigating risk to understand the business objectives of our clients and create solutions that deliver competitive edge and commercial opportunities.

CBI offers services to ensure that customers' projects are addressed and controlled timely and safely. All of our on-site personnel are certified and trained in environmental services and are 40-hour certified for working in hazardous environments in accordance with OSHA under 29 CFR 1910.120.

From project planning to completion, CBI can handle all phases of the project in strict compliance with federal, state and local regulations.

Cliff Berry Inc. • 851 Eller Drive, Ft. Lauderdale FL 33316 • Tel 800.899.7745 • info@cliffberryinc.com
WWW.CLIFFERRYINC.COM

CBI

Marine Services

Ports, Marinas, Vessels, Waterborne Spill Responses

Cliff Berry, Inc. is a registered Oil Spill Removal Organization (OSRO) with an extensive fleet of vessels and associated booming and oil skimmer response equipment. Our inventory includes over 100,000 linear feet of contractor spill boom strategically positioned throughout Florida for immediate deployment. Our support equipment consists of a fleet of approximately 100 tractors, trailers, roll-off and pump trucks to respond to over the water spill responses, as well as regular waste services whether in bulk or in containers.the maritime industry for vessel tank cleanings due to factors such as a change in the type of product carried inside a tank, washing to allow the tank to be inspected or maintenance to be performed within a tank, or to remove deposit build up within the desired tank.

In addition to our OSRO status, CBI also services the maritime industry for vessel tank cleanings due to factors such as a change in the type of product carried inside a tank, washing to allow the tank to be inspected or maintenance to be performed within a tank, or to remove deposit build up within the desired tank. At CBI, our depth of knowledge in confined space and tank and vessel cleaning remains unsurpassed. We have a permanent workforce, fully trained and skilled in the safe working practices associated with confined space entry, stand-by rescue for tank and vessel cleaning.

CBI is also certified to conduct over the water transfers of petroleum products for vessels. Our personnel are certified as “Persons in Charge” and conduct operations consistent with USCG oversight. CBI has operations manuals reviewed & approved by the various USCG Sector Commands for all Florida ports as well as Savannah & Charleston enabling Cliff Berry, Inc. to service our clients throughout Florida and the eastern seaboard ports for fuel transfers and waste removal and disposal including biohazardous and pharmaceutical waste.

CBI Maritime Services Provided:

- Vessel Tank Cleaning
- Marine Fuel & Product Transfers
- Marine Booming
- Grey & Black Water Disposal
- E Waste Removal
- Confined Space Operations
- Vessel Decommissioning
- Hazardous & Non-Hazardous Disposal
- Biohazardous and Pharmaceutical Waste
- Lab Chemical Services
- Marine Chemist Certifications
- Line Handling
- Ship-riding crews
- Drummed Waste
- Spill Contracts (OSRO)

Cliff Berry Inc. • 851 Eller Drive, Ft. Lauderdale FL 33316 • Tel 800.899.7745 • info@cliffberryinc.com
WWW.CLIFFERRYINC.COM

CBI Miami Waste Treatment Facility

CBI Miami Waste Treatment, Reprocessing, Recycling and Disposal Plant

At the heart of CBI's waste management system is its state-of-the-art Miami Plant which enjoys a reputation for excellence among the industry and regulatory agencies. Utilizing a dissolved air flocculation/flotation process combined with an advanced injection system, our facility has a wastewater permitted processing capacity of 75.6 million gallons annually. In addition, the facility can process up to 36 million gallons of used oil every year. The operation of the Miami Plant is supported by an on-site laboratory facility.

CBI's Miami Plant has 1.8 million gallons of storage capacity, which coupled with our railroad siding and access enables CBI to efficiently handle bulk intermodal transfers for trucks, rail cars and ISO containers, allowing us to effectively handle bulk waste shipments from all over the Southeastern US and the Caribbean.

CBI's Miami Plant is the ONLY EPA Centralized Waste Treatment facility in South Florida permitted to accept and treat all (3) EPA combined industrial wastestreams:

- Metal contaminated water
- Oily water
- Organic contaminated water

In addition, CBI is the **only permitted transporter in Dade County** for all (5) wastestreams consisting of Liquid Waste, Hazardous Waste, Medical Waste, Antifreeze and Sewage.

CBI Miami is also a permitted hazardous waste 10-Day Transfer Facility. This allows CBI to consolidate waste and maximize efficiency for shipping waste to final destinations.

Miami Plant Services

CBI's Miami Plant provides cost effective and environmentally sound proprietary solutions for;

- Pretreatment of industrial wastewater
- Consolidation of wastestreams for recycling and/or disposal
- Recycling/reclamation of used oil
- Petroleum Contact Water (PCW)
- Recycling of oil filters and oil contaminated sorbents/rags
- Managing wastestreams

Cliff Berry Inc. • 851 Eller Drive, Ft. Lauderdale FL 33316 • Tel 800.899.7745 • info@cliffberryinc.com
WWW.CLIFFERRYINC.COM

CBI Petroleum Services & Transportation

Used Oil Recycling, Fuel Polishing, Phase Separation, and Oil-Water Separator Service

CBI offers a wide range of services to support industrial, automotive, and specialty customers.

CBI offers reliable, safe, regulatory complaint solutions for:

- Used oil collection and recycling
- Oil filter, antifreeze, transmission and brake fluid collection and recycling
- Fuel filtering and polishing
- Petroleum Contact Water (PCW) handling and disposal
- Stormwater management and disposal
- Contaminated absorbent materials, oily rags pick up and disposal
- Drum pick up and removal for hazardous or non-hazardous materials
- On-site treatment systems
- Car Wash waste water and silt removal
- Oil-Water separator clean outs

Transportation and Logistics

CBI owns and operates a diverse fleet of transportation equipment ready to transport and dispose of Hazardous and Non-Hazardous wastestreams. Our logistics network is supported by state-of-the-art GPS tracking and dispatching. We quickly respond to daily occurrences and rescheduling to satisfy your needs.

At the core of our business is a team of highly trained, experienced, professional drivers meeting the highest standards of safety in our industry. Our in-house mechanics and machinists inspect and maintain our fleet to insure that all CBI vehicles are always DOT compliant.

- Box truck / semi / tanker hauling
- Vacuum Trucks
- Roll off Boxes
- Vacuum Boxes / Roll Off Containers
- Tank Trailers / Vacuum Trailers
- Service Vehicles
- Boats and Trailers
- Boom Trailers
- Low Boys
- Bulk Storage
- Railcar transportation
- Frac Tank and ISO Tank rentals
- Pump Trucks

Cliff Berry Inc. • 851 Eller Drive, Ft. Lauderdale FL 33316 • Tel 800.899.7745 • info@cliffberryinc.com
WWW.CLIFFERRYINC.COM

CBI Remediation

Environmental Assessment, Remediation and Restoration

CBI immediately responds to customer requests to mitigate incidents that impact the environment, public health, and property by dispatching teams of highly trained and experienced professionals. CBI's personnel will assess the site-specific environmental conditions, develop a comprehensive assessment of remedial alternatives, and select the best available technology and cost effective solutions to eliminate the environmental concerns and restore the impacted area.

Our extensive offerings in this area include:

- Phase I and Phase II Environmental Assessments
- Incident Site Investigation and Reporting
- Asbestos, Mold and Mildew Assessment and Abatement
- Utility Locate Services
- Facility Waste Management and Waste Reduction
- Facility Decontamination and Demolition
- Soil Excavation and Disposal
- Hazardous Waste Neutralization and/or Stabilization
- Vapor Extraction Systems
- On-site Dewatering, Treatment and/or Disposal
- Abandoned Waste
- UST/ AST Management and Removal
- Comprehensive Site Restoration

Cliff Berry Inc. • 851 Eller Drive, Ft. Lauderdale FL 33316 • Tel 800.899.7745 • info@cliffberryinc.com
WWW.CLIFFERRYINC.COM

CBI Safety & Training

CBI's Safety Vision: Finish each day injury and incident free

Our Safety Philosophy Statement:

Cliff Berry, Inc.(CBI) is committed to conducting business in a manner that protects the environment, the health and safety of our employees, customers, contractors and the public.

CBI has developed comprehensive academic and vocational training programs including construction and use of a Confined Space Entry Simulator for employee and firefighter training, and constructing the Captain Larry A. Doyle, Ph.D. Training Room to teach essential safety topics and techniques as well as new technologies to develop managers to lead in the field and take charge of emergency situations and respond to, contain, and remediate a spills.

Available Training:

Cliff Berry, Inc. provides OSHA, EPA, and DOT required training as well as supplementary training to make compliance easier for the environmental, health, and safety professional. We provide complete, easy to understand training at our Ft. Lauderdale location or at your location depending on class size. Class sizes are limited, so one should register by contacting customer service at training@cliffberryinc.com or simply call 800.899.7745.

- 40-Hour Hazardous Waste Operations and Emergency Response (HAZWOPER) Training
- 24-Hour Hazardous Waste Operations (HAZWOPER) Training
- First Responder Course – Operations Level (May be used to meet USCG Person-In-Charge requirements)
- 8 Hour HAZWOPER Refresher Training
- 8 Hour HAZWOPER Supervisor Training
- Hazardous Materials Handling Certification for DOT 49 CFR Transportation Regulations
- Confined Space Entry
- Bloodborne Pathogens

Cliff Berry Inc. • 851 Eller Drive, Ft. Lauderdale FL 33316 • Tel 800.899.7745 • info@cliffberryinc.com
WWW.CLIFFERRYINC.COM

CBI Safety & Training

Available Training:

40-Hour Hazardous Waste Operations and Emergency Response (HAZWOPER) Training:

This course is applicable to personnel that is involved in cleanup activities at waste sites, including Superfund sites, RCRA corrective action sites, or voluntary cleanups involving hazardous substances. Candidates must have 40 hours of initial classroom instruction. Satisfy your training requirements with this comprehensive training course covering how to perform emergency response activities including: hazard recognition, spill control and containment. Waste site activities including site characterization, waste handling and decontamination. This training course fulfills the 40 Hour HAZWOPER OSHA training requirements of 29 CFR 1910.120 (e) (3) (i) including operations at sites covered by the Resource Conservation and Recovery Act and at controlled hazardous waste sites.

8 Hour HAZWOPER Refresher Training

The Hazardous Waste Operations and Emergency Response (HAZWOPER) rule regulates emergency response to hazardous substances Section 1910.120 (e) (8) of the rule requires employees to obtain refresher training annually to keep their 40-Hour OSHA HAZWOPPER training current. All emergency response employees, with exception of skilled support personnel, are required to have annual refresher training of sufficient duration and content to maintain their competencies. This 8-hour refresher course satisfies the annual training requirements. Proof of prior certification must be submitted prior to course registration.

8 Hour HAZWOPER Supervisor Training

This comprehensive training course is designed for supervisors responsible for employees working at hazardous waste sites. This training course meets the training requirements of 29 CFR 1910.120 (e) (4). During this training course, the student will learn how to develop a company's health and safety program, personal protective equipment program, spill containment program, and health hazard monitoring procedures and techniques. Training will include a combination of classroom instruction, group interaction and hands-on demonstration. Current proof of certification from a 40 Hour Hazardous Waste Operations and Emergency Response training course is required.

Hazardous Materials Handling Certification for DOT 49 CFR Transportation Regulations

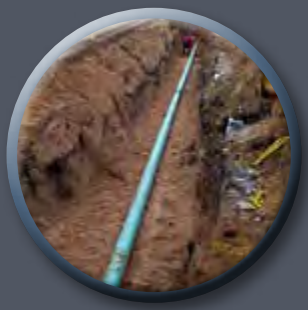
The Department of Transportation Docket HM-126F (49 CFR 172.700) makes training mandatory for almost anyone who manages or handles hazardous materials, regardless of the amount. This includes employees who select or fill hazardous materials packages, label containers, fill out shipping papers, load or unload vehicles, move hazardous materials, or operate transportation vehicles. This training course meets the requirements of 49 CFR dockets HM-181 (E) (G), HM-126, HM-215B and HM207D.

Confined Space Entry

The Confined Space Entry course is designed to keep entrants or those working around confined spaces safe. Are your employees working in or around tanks, trenches, pipelines or marine vessels? If so, they may be working in spaces that OSHA considers "confined" spaces because those spaces can limit their ability to move freely in and out and are not designed for continuous occupancy. These spaces are large enough to enter but employees sometimes do not recognize the hazards associated with entry. Confined spaces might include tanks, tankers, rail cars, storage containers, silos, pits, underground vaults, pipelines, barges, boilers, exhaust stacks and marine vessel tanks. To each confined space the question expands to whether your employees are exposed or have the potential to be exposed to a hazardous atmosphere, or does the space present a configuration or engulfment hazard that could trap or asphyxiate an entrant, or does the space have any other recognizable hazards. If so, the space is a permit-required confined space requiring additional scrutiny and safety protocols, equipment or procedures. Employees satisfactorily completing the Confined Space Entry course will meet the requirements of OSHA standard 29 CFR 146 and will be able to identify confined spaces and permit-required confined spaces, and apply atmospheric monitoring, engineering and administrative controls, and PPE selection principles to work safely and compliantly in confined spaces.

Cliff Berry Inc. • 851 Eller Drive, Ft. Lauderdale FL 33316 • Tel 800.899.7745 • info@cliffberryinc.com
WWW.CLIFFERRYINC.COM

CBI Utilities & Pipeline



Inspect, Assess, Prevent, Maintain and Manage Prospectively

These are the core principles behind CBI's Utilities and Pipeline service offerings. We have developed and maintain in-depth knowledge, experience, capabilities, and resources to continuously support these critical industries throughout the Southeast U.S. As stewards of the environment, we take a profound interest in ensuring the environmental necessities of these industries are met and exceeded with the safest and most cost-effective methods currently available:

Hazardous and Non-Hazardous Waste Management

- Disposal Services
- Bulk loads
- Asbestos Sampling and Abatement Service
- Containers, isotainers, totes, drums
- Lab packs
- Asbestos Sampling and Abatement Service
- Roll Offs and Frac Tanks

Vault and/or manhole cleaning and maintenance

Emergency Response

- Land or waterborne
- Certified OSRO

Remediation Services

- Phase I, Phase II Assessment, Phase III Remediation and Restoration

Pipeline Maintenance

- Line pigging
- Pig cleaning
- Compressor station work
- Soft digs
- Line exposure
- Hydro static testing
- Disposal
- Drill Cuttings and Drilling Mud Disposal

Tank Management

- Cleaning for Inspection
- Cleaning for product changes
- Transfer of products

Cliff Berry Inc. • 851 Eller Drive, Ft. Lauderdale FL 33316 • Tel 800.899.7745 • info@cliffberryinc.com
WWW.CLIFFERRYINC.COM

CBI Waste Management & Disposal

Reduce, Recycle, Repurpose

That's the primary goal of any effective waste recycling management program. A comprehensive waste disposal and recycling plan helps protect you against liability and excessive costs. This requires managing the entire process, from generation, to collection and transportation, to recovery or disposal, providing you a unique value proposition for the management of your wastestreams.

CBI also offers programs for waste minimization. CBI works with you one-on-one to develop a comprehensive plan for recycling, treating and disposing of your company's waste. Initially, CBI conducts an on-site waste survey and audit, followed by sampling and analysis. Our recommended disposal plans address your specific, immediate and long term disposal options ranging from Reuse, Recycle, Repurpose, In-Situ treatment, Bioremediation, Neutralization, Stabilization, and other regulatory compliant waste minimization and disposal processes. As an added benefit to our customers, CBI completes and submits all required documentation to the applicable agencies and offices for environmental compliance.

Whether you are a cruise line with large ships to turn around in a short period of time, a manufacturing plant with large steady waste streams, or a hospital with various wastes, including pharmaceutical wastes, CBI can handle your needs. On a daily basis, we service companies from a small collision repair shop to the United States military.

Services Include:

- Hazardous Waste Disposal
- Non-Hazardous Waste Disposal
- Wastewater Treatment and Disposal
- Pharmaceutical and Biohazardous Waste Disposal
- Lab Packing Service
- Sampling and Profiling Service
- Hat Cat for Unknowns
- HHW Services

Cliff Berry Inc. • 851 Eller Drive, Ft. Lauderdale FL 33316 • Tel 800.899.7745 • info@cliffberryinc.com
WWW.CLIFFERRYINC.COM

Cliff Berry, Incorporated
Environmental Services

CERTIFICATE OF INSURANCE

MIAMI, FL
TAMPA, FL
FORT MEYERS, FL
FORT PIERCE, FL
JACKSONVILLE, FL
CAPE CANAVERAL, FL
FORT LAUDERDALE, FL

P.O. Box 13079 Port Everglades Station, Fort Lauderdale, Florida 33316
Office: (954) 763.3390 Fax: (954) 763.8375 www.cliffberryinc.com

CLIFBER-01 POPPELLR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/2/2024

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	CONTACT NAME: James Janner
Insurance Office of America 500 W. Cypress Creek Road Suite 760 Fort Lauderdale, FL 33309	PHONE (A/C, No, Ext): (954) 334-2395 23915 FAX (A/C, No): (954) 318-1383 E-MAIL ADDRESS: James.Janner@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Steadfast Insurance Company	26387
INSURER B : Zurich American Insurance Company	16535
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Cliff Berry, Inc.
851 Eller Drive
P.O. Box 13079
Ft. Lauderdale, FL 33316

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY			GPL 0274654-06	12/31/2023	12/31/2024	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	X XCU						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BAP 0274662-06	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X MCS-90 X CA-9948							$
A	UMBRELLA LIAB X OCCUR			SXS 3944754-03	12/31/2023	12/31/2024	EACH OCCURRENCE	$ 9,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 9,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		WC 0274657-06	12/31/2023	12/31/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
A	Professional Liab.			GPL 0274654-06	12/31/2023	12/31/2024	Each Occ: $2M / Aggr	4,000,000
B	Property			CPP 0289908-06	12/31/2023	12/31/2024	Leased/Rented Equip.	350,000

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

Workers' Compensation includes USL&H and Jones Act/Maritime Coverage. USL&H Coverage applies in Florida, South Carolina and Virginia only. Transported Cargo Pollution and Professional Liability is included in GPL 0274654-06. The Certificate holder is an additional insured on a primary and non-contributory basis with respects to General Liability and Contractors Pollution Liability per form # STF-ESP-101-F CW (04/13), Auto Liability per form # U-CA-424-F FL (08/18) and Excess Liability on a follow form basis, if required by written contract. A waiver of subrogation applies in favor of The Certificate holder with respects to General Liability, contractors Pollution Liability and Professional Liability per form # STF-ESP-248-CW (04/10), Auto Liability per form # U-CA-428-B FL (10/21), Excess Liability per form # U-SXS-100-A CW (09/11) and Workers' Compensation per form # WC 00 03 13 (4/84), if required by written contract. Excess Liability is "follow form" as respects the primary General, Contractors Pollution, Professional and Automobile Liability policies.

CERTIFICATE HOLDER

City of Coconut Creek – Procurement Division
4800 West Copans Road
Coconut Creek, FL 33063

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Additional Insured-Automatic-Owners, Lessees Or Contractors

Coverage Part One-Commercial General Liability
Coverage Part Two-Contractor's Pollution Liability

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL 0274654-06	12/31/2023	12/31/2024	12/31/2023	17619000	----------	----------

Named Insured and Mailing Address:

CLIFF BERRY, INC.
851 ELLER DRIVE
FT. LAUDERDALE, FL 33316

Producer:

INSURANCE OFFICE OF AMERICA INC
500 W CYPRESS CREEK RD STE 320
FT LAUDERDALE, FL 33309-6155

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Environmental Services Package Policy

☒ COVERAGE PART ONE-COMMERCIAL GENERAL LIABILITY

☒ COVERAGE PART TWO-CONTRACTOR'S POLLUTION LIABILITY

1. Who is an Insured (Section I.) in the COMMON COVERAGE PROVISIONS is amended to include as an additional insured any person(s) or organization(s) whom you are required to add as an additional insured on this policy under a written contract or written agreement.
2. The insurance provided to the additional insured person(s) or organization(s) applies only to:
   a. "Bodily injury", "property damage" or "personal and advertising injury" under COVERAGE PART ONE-COMMERCIAL GENERAL LIABILITY, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY caused, in whole or in part, by:
      (1) Your acts or omissions; or
      (2) The acts or omissions of those acting on your behalf;
      and resulting directly from:
         (a) Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
         (b) "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement; and/or
   b. "Claims" arising out of a "pollution event" under COVERAGE PART TWO - CONTRACTOR'S POLLUTION LIABILITY, caused, in whole or in part, by:
      (1) Your acts or omissions; or
      (2) The acts or omissions of those acting on your behalf,
      and resulting directly from:
         (a) "Covered operations" performed for the additional insured, which is the subject of the written contract or written agreement; or

(b) "Completed operations" of the "covered operations" performed for the additional insured, which is the subject of the written contract or written agreement.

3. However, regardless of the provisions of paragraphs 1. and 2. above, the insurance afforded to such additional insured:

   a. Only applies to the extent permitted by law; and

   b. Will not be broader than that which you are required by the written contract or written agreement to provide to such additional insured.

4. With respect to the insurance afforded to the additional insured under this endorsement, the following is added to **Section III – Limits Of Insurance and Deductible**:

   The most we will pay on behalf of the additional insured is the amount of insurance:

   a. Required by the written contract or written agreement you have entered into with the additional insured; or

   b. Available under the applicable Limits of Insurance shown in the Declarations,

   whichever is less.

   This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

5. The insurance provided to the additional insured person or organization does not apply to:

   "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

   (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

   (2) Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any architectural, engineering or surveying services.

6. The additional insured must see to it that:

   a. We are notified as soon as practicable of an "occurrence", offense or “pollution event”, as applicable, that may result in a claim;

   b. We receive written notice of a claim or "suit" as soon as practicable; and

   c. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

7. For the coverage provided by this endorsement:

   a. The following paragraph is added to Paragraph 8.a. Other Insurance, Conditions (Section V.) in the COMMON COVERAGE PROVISIONS:

      Primary and Noncontributory Insurance

      This Insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this endorsement provided that:

      (1) The additional insured is a Named Insured under such other insurance; and

      (2) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

   b. The following paragraph is added to Paragraph 8.b. Other Insurance, Conditions (Section V.) in the COMMON COVERAGE PROVISIONS:

      This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

8. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Coverage Extension Endorsement – Liability Only Florida

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP 0274662 - 06	Effective Date: 12/31/2023

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any “employee” of yours is also an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don’t own, hire or borrow to transport your clients or other persons in activities necessary to your business.

c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form**:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability Coverage

The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

F. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

G. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

H. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less.

I. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

J. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION OR SCHEDULED AND PREMIUM CHARGE.

© 1983 National Council on Compensation Insurance.

Waiver of Transfer of Rights of Recovery Against Others – Blanket as Required by Contract

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL 0274654-06	12/31/2023	12/31/2024	12/31/2023	17619000	----------	----------

Named Insured and Mailing Address:

CLIFF BERRY, INC.
851 ELLER DRIVE
FT. LAUDERDALE, FL 33316

Producer:

INSURANCE OFFICE OF AMERICA INC
500 W CYPRESS CREEK RD STE 320
FT LAUDERDALE, FL 33309-6155

ITHIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Environmental Services Package Policy

[X] COVERAGE PART ONE – COMMERCIAL GENERAL LIABILITY
[X] COVERAGE PART TWO – CONTRACTOR'S POLLUTION LIABILITY
[X] COVERAGE PART THREE – PROFESSIONAL LIABILITY

In consideration of the payment of premium and the Deductible by you and in reliance upon the statements in the Application made a part hereof, we agree with you, subject to all the terms, exclusions and conditions that with respect to the coverage parts indicated above Conditions (Section V.) of the COMMON COVERAGE PROVISIONS, Condition 14. Subrogation is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization whom you are required to waive your right of subrogation by a written contract or written agreement executed and effective prior to the performance of your services which is the subject of such written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

A copy of financial instruments kept off-site shall be made available for inspection upon five business days notice.

DEP Form 62-761.900(3) Part P
Form Title: Financial Mechanisms for Storage Tanks
Part P: ST Certification of Financial Responsibility
Form Effective Date June 2023
Incorporated in Rules 62-761.420 and 62-762.421, F.A.C.

STATE OF FLORIDA
STORAGE TANK CERTIFICATION OF FINANCIAL RESPONSIBILITY

Reference: 40 CFR 280.111(b)

The Owner or Operator, Cliff Berry, Inc., is the legal entity demonstrating financial responsibility and is one or more of the following: facility owner, tank owner, facility operator or tank operator [pursuant to Rules 62-761.420(2) and 62-762.421(2), F.A.C., and 376.309, F.S.].

The following mechanism(s) is (are) used to demonstrate financial responsibility:

Primary Mechanism: Part D - Insurance Certificate
[Enter type of funding mechanism, guarantee, or financial test w/out guarantee]

Instrument No.: ENPR2310001185-01 [If applicable]

Name of Provider (issuing institution): Ascot Specialty Insurance Company
[Enter "self" (if financial test or fund without a guarantee is used); guarantor's name if a guarantee is used]

Period of Coverage: 12/31/2023 to 12/31/2024

Complete the following only as applicable [Required when Bond, Letter of Credit and most Guarantees are used]:

Standby Trust Fund (SBTF) Trustee: _____
[Required when Bond, Letter of Credit and some Guarantees (Parts B, K and L) are used]

SBTF Agreement entered into date: _____ Account number: _____

Financial Test or Fund used [required for some Guarantees (Parts B, L and N)]: Form Part _____ completed
[Insert A, I, J or O]

The financial assurance mechanism(s) demonstrate(s) financial responsibility for

taking corrective action and compensating third parties for bodily injury and property damage caused by
[Insert "taking corrective action" and/or "compensating third parties for bodily injury and property damage caused by"]

accidental discharges for UST and/or AST in the amount of:
[Insert "accidental discharges" or "sudden accidental discharges" or "nonsudden accidental discharges" or leave blank if only corrective action is covered]

Per Occurrence: $ 3,000,000.00 **Annual Aggregate:** $ 6,000,000.00

The person whose signature appears below hereby certifies that the facility(ies) listed on the financial assurance mechanism(s) is (are) in compliance with the financial responsibility requirements of Chapter 62-761 and/or 62-762, F.A.C., which adopt 40 CFR Part 280 Subpart H by reference.

[Signature of Authorized Representative of owner or operator]

Cliff Berry, II. - President / CEO
[Type Name and Title]

954-763-3390
[Phone Number]

compliance@cliffberryinc.com
[Email Address]

Samantha Rivers
[Signature of Witness or Notary]

Samantha Rivers
[Type Name of Witness or include Notary Seal]

1/8/24
[Date]

SAMANTHA RIVERS
Notary Public - State of Florida
Commission # HH 404070
My Comm. Expires May 30, 2027

This certification must be updated whenever the financial assurance mechanism(s) used to demonstrate financial responsibility change(s).