



**MARION COUNTY
SOLID WASTE**

**APPENDIX "E"
AGREEMENTS**

**BASELINE
LEACHATE DISPOSAL
10P-201**

2015 STRATEGIC PLAN

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, made and entered into September 21, 2010, by and between Marion County, a political subdivision of the State of Florida, (hereinafter referred to as the "COUNTY") and Aqua Clean Environmental Co, Inc, located at 3210 Whitten Rd, Lakeland, FL 33811, possessing FEIN# 54-1803483 (hereinafter referred to as the "CONTRACTOR") under seal for Baseline Landfill Leachate Transportation and Disposal, (hereinafter referred to as the "PROJECT"), and the COUNTY and the CONTRACTOR hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, the COUNTY and CONTRACTOR (the "PARTIES") hereto agree as follows:

Section 1 – Term. This Agreement shall commence upon Notice to Proceed, and shall continue for a term of five (5) years. Pending mutual agreement, and Board approval, this contract may be extended for two (2) renewals of one (1) year each.

Section 2 – Scope of Services. As per specifications and requirements of project 10P-201, the CONTRACTOR shall haul leachate from the Baseline Landfill and dispose of as detailed in the specifications attached herein as Exhibit A, and according to the timeframe as noted herein.

Section 3 – Compensation. The COUNTY shall make payment to the CONTRACTOR based on the Compensation Schedule attached herein as Exhibit B. The CONTRACTOR shall accept the COUNTY'S Visa procurement card (p-card) as determined by the Utilities Department to be in the best interest of the COUNTY, and shall not charge any additional fee or service charge of the services described in Section 2 of this agreement.

Section 4 – Laws, Permits, and Regulations. Prior to the performance of any work hereunder, the CONTRACTOR shall obtain and pay for all licenses and permits, as required to perform the services described in Section 2 of this Agreement. CONTRACTOR shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

Section 5 – Assignment. The CONTRACTOR may not subcontract all or any part of this Agreement to without written approval by the COUNTY.

Section 6 – Notices. Except as otherwise provided herein, all notices and other communications provided for hereunder shall be in writing and sent by certified mail return receipt requested, or by hand deliver, and shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid or if hand delivered, when personally handed to the Party to whom the notice or other communication is addressed, with signed proof of delivery. The COUNTY'S and the CONTRACTOR'S representatives for notice purposes are:

CONTRACTOR: Aqua Clean Environmental Co. Inc
3210 Whitten Rd. Lakeland, FL 33811
CONTACT PERSON: William D Miller III
Ph – 863-644-0665 Fax – 863-646-1880
e-mail: aquaclean@tampabayrr.com

COUNTY: Marion County Solid Waste Department
5601 SE 66th St, Ocala, FL 34480

A copy of all notices to the COUNTY hereunder shall also be sent to:

County Administrator
601 SE 25th Ave, Ocala, FL 34471

Procurement Director
Marion County Procurement Services Department
2511 SE 3rd St, Ocala, FL 34471

Section 7 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 8 – Books and Records. The CONTRACTOR shall keep records of all transactions. The COUNTY shall have a right to review such records at the CONTRACTOR'S office during normal business hours.

Section 9 – Indemnification. The CONTRACTOR shall indemnify and hold harmless the COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against the COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or omission of the CONTRACTOR or its employees, officers, or agents in performing the services set forth herein.

Section 10 – Insurance. During the period the services are rendered, insurance policies shall be with a company or companies authorized to do business in the State of Florida. The County shall be notified if any policy limit has eroded to one half its annual aggregate. The CONTRACTOR shall provide a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+. All policies must show the "Marion County Board of County Commissioners" as an Additional Insured except for the workers compensation and professional liability policies. The Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for 30 day cancellation notice to that address with policies for the following:

Business Auto Liability shall be provided by the CONTRACTOR with combined single limits of not less than \$1,000,000 per occurrence and not less than \$3,000,000 per aggregate and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles.

Worker's Compensation shall be purchased and maintained by the CONTRACTOR with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease.

General Liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000.00 annual aggregate. The policy must be maintained by the CONTRACTOR for the duration of the project. If the policy is written on a claims-made basis, the CONTRACTOR must maintain the policy for a minimum of 5 years following the completion of the project. The County of Marion must be shown as an additional insured.

Environmental Liability Insurance shall be provided by the Bidder with combined single limits of not less than \$1,000,000 per occurrence and not less than \$3,000,000 per aggregate and is to include environmental remediation and property damage liability arising out of releases during transportation of leachate over state roads, county roads, or county property.

Section 11 – Independent CONTRACTOR. In the performance of this Agreement, the CONTRACTOR will be acting in the capacity of an “independent CONTRACTOR” and not as an agent, employee, partner, joint venturer, or associate of the COUNTY. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of this Agreement.

Section 12 – Default/Termination. In the event the CONTRACTOR fails to comply with any of the provisions of this Agreement, the COUNTY may terminate this Agreement for cause by first notifying the CONTRACTOR in writing, specifying the nature of the default and providing the CONTRACTOR with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, the COUNTY thereafter may terminate this Agreement upon written notice to the CONTRACTOR without prejudice to the COUNTY in terms of any right or for cause; the COUNTY will be responsible for compensation to the CONTRACTOR only for the termination date. The COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to the CONTRACTOR. In the event of termination of this Agreement without cause, the COUNTY will compensate the CONTRACTOR for all services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. Notwithstanding any other provision of this Contract, this Contract may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. County shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

Section 13 – Timely Performance. All work will commence upon authorization from the County’s representative. All work will proceed in a timely manner without delays.

Section 14 – Damage to Property. The CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to the Owner under this Contract and until final inspection of the work and acceptance thereof by the Owner. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, the CONTRACTOR shall replace the same without additional cost to the Owner.

Section 15 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 16 – Miscellaneous. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein:

EXHIBIT A – Scope of Service (4 Pages)

EXHIBIT B – Fee Schedule (1 Page)

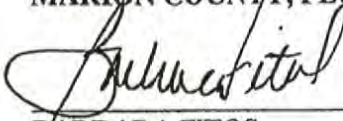
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA



DAVID R. ELLSPERMANN,
CLERK OF THE COURT



BARBARA FITOS
CHAIR

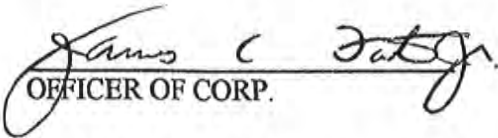
APPROVED AS TO FORM AND LEGAL SUFFICIENCY



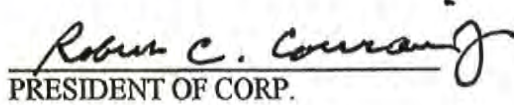
MARION COUNTY ATTORNEY

ATTEST

AQUA CLEAN ENVIRONMENTAL CO, INC



OFFICER OF CORP.



PRESIDENT OF CORP.

NOTARY CERTIFICATE - to be completed by Notary for Aqua Clean Environmental Co, Inc

State of: Virginia
County of: Richmond
City: Richmond

Before me this day personally appeared Robert C. Courant, Jr. and James L. Foster, Jr.
as President and Asst. Secretary respectively of Aqua Clean Environmental Co, Inc to me well known to be the persons described in or Produced Identification (name type of ID) Drivers License and who executed the foregoing instrument, and who acknowledged that they did so as officers of said corporation all by and with the authority of the Board of Directors of said corporation.

Witness my hand and seal this 07th day of September, 2010.

My Commission expires August 31, 2014

Signature of Notary 

Notary Stamp:

**MARION COUNTY BASELINE LANDFILL
LEACHATE TRANSPORTATION AND DISPOSAL
SCOPE OF SERVICE**

2.1. INTRODUCTION

The intent of this RFP is to solicit proposals from qualified firms to provide landfill leachate transportation and disposal services for the Marion County Baseline Landfill. The leachate will be available at the Baseline Landfill at 5601 SE 66th Street, Ocala, Florida.

2.2 BACKGROUND

The County operates the Baseline Landfill in accordance with FDEP Rule 62-701, FAC. A site plan of the facility is shown in Attachment A. Leachate is the wastewater that percolates through the County's Subtitle D (Class I) landfills. Chemical analysis of the leachate is included in Attachment B. The County shall not be responsible for any additional leachate testing beyond that required under FDEP Solid Waste operation permit requirements.

2.3 GENERAL REQUIREMENTS

The successful Proposer shall provide all labor and materials and supervision required to properly and safely transport and dispose of leachate from the Marion County Baseline Landfill.

1. Provide leachate transport and disposal from the County's Baseline Landfill at 5601 SE 66th St., Ocala, Florida.
2. Award will be made to one or more Vendors submitting the lowest overall price with best options and having the capacity to transport, treat, and dispose of such quantities of leachate that the County produces. The County will strive to obtain services from the lowest cost proposal from a qualified Vendor first.
3. The work required under this bid shall be performed by the entity submitting the bid. The entity will not be relieved of any responsibilities of the bid whether the truck(s) is(are) owned or leased by the entity. A lack of performance of the requirements of this bid because of the use of leased equipment as well as equipment owned could result in termination of the bid.
4. The period of performance for this bid is for 5 years from the date of Notice to Proceed. It may be extended for two 1-year periods at the same terms and conditions, with the mutual agreement of all parties.
5. All prices proposed on the Bid Form shall remain unchanged during the period of performance, as specified above.
6. Fuel adjustments may be requested by the vendor on an annual basis and if accepted by the County, applicable adjustments will be made to the Unit Price (Bid Form Items #1 and #2). Fuel adjustment requests must be accompanied by documentation based on an average documented increase in the annual cost of fuel not to exceed a 3% increase to the Unit Price (Bid Form Items #1 and #2). Documented increases must be supported by increases as reported by OPIS: <http://opisnet.com/> or the US Department of Energy index: <http://tonto.eia.doe.gov/oog/info/gdu/gasdeiesel.asp>. Documented increases must also be supported by copies of fuel receipts substantiating the fuel increase. Any request to the County for an increase in the Unit Price for fuel adjustments must be made in writing at least thirty days before the end of each twelve month period or each renewal of the contract.

Should the cost of fuel drop significantly, the County reserves the right to renegotiate the Unit Price (Bid Form Items #1 and #2) annually.

7. The disposal site must be an FDEP-permitted wastewater treatment plant (WWTP). The Vendor shall provide a chain-of-custody form that provides assurance to the County that the quantity of leachate removed from Baseline

Landfill has been received at the WWTF. The chain-of-custody forms shall be provided to the County with each pay request.

8. The Vendor shall provide a copy of necessary permits including but not limited to FDEP WWTF operation permits and permit modifications issued before accepting the County's leachate and local Industrial Waste Water Discharge Permits. The Vendor will be responsible for complying with all applicable Federal, State, and Local regulations concerning safety, operation, and environmental protection. Vendors discharging treated leachate to pre-treatment facilities or WWTF's must show proof of acceptance from the receiving plant of such treated leachate and the FDEP WWTF operations permits and permit modifications issued before accepting the County's leachate.
9. The County leachate quantity data are provided as Attachment C. The County produces an average of 7,500 to 9,300 gallons of leachate per day. The daily quantity can exceed 35,000 gallons. The County makes no guarantee of minimum or maximum quantities or qualities to be disposed of per day, week, month, or year. Minimum and maximum leachate hauling volumes per week will vary. Weather conditions and landfill operations affect leachate quantities.
10. The County will not require services during certain week(s) because only small quantities of leachate may be generated. However, the Vendor shall be available and on call 365 days per year.
11. Vendors should be able to receive the minimum number of gallons stated in their bid with a minimum of 24-hour notice (truck on location within 24 hours). Generally the County will attempt to provide notice a week in advance when possible. Should a Vendor refuse to accept the minimum number of gallons listed in the Vendor's bid on more than three occasions, the County reserves the right to terminate the Vendor's contract.
12. If the County is unable to secure services from any of the successful Vendors, the County reserves the right to secure services from an outside source. The County reserves the right to contract with outside Vendors in the event of extreme weather conditions that result in excess leachate in order to stay within FDEP guidelines.
13. The leachate volume will be based on the metered gallons as shown at the Baseline landfill loading meter. If the meter is not functioning, the volume will be determined as follows: the tankers will weigh-in (unloaded) at the landfill and weigh-out (loaded) at the landfill and the quantity will be calculated based on the unit weight of water.
14. Vendors may obtain leachate samples by scheduling an appointment with Marion County Solid Waste Department, (352) 671-8465. Leachate samples may be collected at the sampling port located at the leachate tanks and shall be collected according to the FDEP Rules and according to the protocols set forth in the FDEP publication *Department of Environmental Protection Standard Operating Procedures for Field Activities*, including completion of field sampling logs and Chain of Custodies.

Laboratory analytical work shall be performed by a NELAC-approved laboratory according to the Rules of the Florida Department of Environmental Protection using FDEP-approved and FDoH (NELAP)-accredited methodologies. Copies of the field sampling logs, chain of custody forms, and chemical analysis reports shall be provided to Marion County upon request.
15. The County must be notified if the treatment facility used for leachate disposal is in non-compliance, has been shut down due to FDEP enforcement action, receives any fines levied by the FDEP, or receives any warning notices or notices of violation from FDEP.
16. The leachate disposal Unit Price (per gallon) bid should include all fees, including transportation and disposal fees. The County shall not be held liable for any additional costs, fees, or surcharges beyond the quoted Unit Price cost.

17. Quantities shown in this Scope of Service are approximate only and are subject to increase or decrease. Should the quantities be increased, the Vendor proposes to do the additional work at the unit bid prices, and should the quantities decrease for any reason, including the County's funding capability, which may result in the County performing the services themselves, the Vendor understands that payment will be made on actual quantities provided at the Unit Price bid and will make no claim for anticipated profits, overhead, or fixed costs for any decrease in quantities. The County reserves the right to perform the services for hauling leachate at any time and/or in any amount during the length of the contract.
18. The Vendor agrees to apply bid prices to the normal work schedule of each landfill, which is 7:00 a.m. to 5:00 p.m. Monday through Friday. However, the Vendor also agrees to extend the bid prices to cover any naturally occurring weather conditions that may extend the normal work schedule beyond these parameters to include Saturday and Sunday as well as any time scheduled after 5:00 p.m. on any day of the week for an additional fee as indicated on the Bid Form.
19. The County shall provide leachate-loading facilities as shown in Attachment A. The normal leachate-loading operation includes discharging through the County's leachate loading boom into the top of the Vendor's tanker. However, a temporary alternate loading operation may be used to load the Vendor's tanker during periods when the leachate loading boom may be inoperable. The Vendor's tanker shall accommodate filling through both a top hatch compatible with the County's leachate loading boom and through a bottom fitting for alternative loading conditions.
20. The Vendor shall provide a Management and Response Plan for the County to review. The County will evaluate the Vendor's Management and Response Plan based on (1) readiness to respond to County requests for leachate hauling, (2) safety procedures for loading and unloading, (3) operator safety records, (4) responsiveness to citizen complaints, (5) documenting and reporting traffic accidents and citations, (6) preventing spills and spill clean-up, (7) documenting loads and invoicing, and (8) documenting that local discharge standards are met.
21. The Vendor shall provide an implementation schedule. The County expects to complete the RFP process and contract execution by November 2010 and to begin leachate disposal January 2011.
22. Due to the presence of methane gas and potentially harmful leachate, the Vendor shall have a Health and Safety Plan and all operators shall be familiar with the Health and Safety Plan and shall follow its requirements. The Health and Safety Plan shall include provisions for remediation and clean-up of leachate spills. The Health and Safety Plan shall clearly state that there is no smoking allowed on the Marion County Baseline Landfill property.
23. The Vendor must be an FDEP-permitted wastewater pre-treatment facility (IP) and/or a wastewater treatment facility (WWTF). The Vendor shall provide a chain-of-custody form that provides assurance to the County that the quantity of leachate removed from Baseline Landfill has been ultimately received at a permitted WWTF. The chain-of-custody forms shall be provided to the County with each pay request.
24. The Vendor shall provide a copy of necessary permits including but not limited to FDEP IP and WWTF operation permits and permit modifications issued and local Industrial Waste Water Discharge Permits before accepting the County's leachate. The Vendor will be responsible for complying with all applicable Federal, State, and Local regulations concerning safety, operation, and environmental protection. Vendors discharging treated leachate to pre-treatment facilities or WWTF's must show proof of acceptance from the receiving plant of such treated leachate and the FDEP IP and/or WWTF operations permits and permit modifications issued before accepting the County's leachate.
25. Additional Clarifications necessary to the Scope, based on Addendum #1 issued July 15, 2010:
 1. Q: We need an analysis including Total Dissolved Solids (TDS) and Chloride levels in order to assess treatability of leachate.
A: Attachment 1 includes additional leachate analyses including TDS, Chlorides, metals, Volatile organic compounds (VOCs), and hydrocarbons.

2. Q: Few people can meet the bid's stated insurance requirements. The Treatment facility we propose using meets the \$5 million liability insurance. Is this acceptable?
- A: The following are additions to the previously requested insurance requirements:
Business Auto Liability shall be provided by the Bidder with combined single limits of not less than \$1,000,000 per occurrence and not less than \$3,000,000 per aggregate and is to include bodily injury and property damage liability arising out of operation, maintenance, or use of any auto, including owned, non-owned, and hired automobiles and employee non-ownership use.
Environmental Liability Insurance shall be provided by the Bidder with combined single limits of not less than \$1,000,000 per occurrence and not less than \$3,000,000 per aggregate and is to include environmental remediation and property damage liability arising out of releases during transportation of leachate over state roads, county roads, or county property.
3. Q: What will be the pumping rate?
- A: The pumping rate for the top load filling leachate loading station is expected to be constructed in 2011 will be specified to have a pumping rate of 400 to 500 gallons per minute.
4. Q: What meter will be used to measure leachate flows and quantify gallons of leachate transported and disposed.
- A: Marion County has a magnetic flow meter that will be used. The County reserves the right to randomly direct Vendor trucks across the landfill scales for comparison to the meter and weight checking at no additional cost. The Vendor may also use the scales, however the magnetic meter will be the official measurement unless otherwise approved by both parties in writing.
5. Q: Is it a Marion County requirement that all treatment facilities have a Centralized Waste Treatment permit (CWT) as mandated by the Environmental Protection Agency (EPA) under 40 CFR.437 for the treatment of petroleum products, metals and organics which are constituents in your leachate wastewater?
- A: The centralized waste treatment industry (CWT) is an EPA category for which effluent limitation guidelines are provided. Florida Department of Environmental Protection (FDEP) Rule Chapter 62-660.400, FAC - Industrial Wastewater Facilities Effluent Limitations - promulgates the EPA guidelines, as shown below:

62-660.400 Effluent Limitations.

The following effluent limitations apply to plants and installations which discharge industrial wastes into waters of the state.

(1) Effluent Limitations Based on the Availability of Technology.

(e) The Department has reviewed and evaluated the EPA effluent guidelines and standards which have been published as final regulations in the United States Code of Federal Regulations, and are in full force and effect on the date of adoption of this section. With respect to each particular class or category of sources as hereinafter listed, the following EPA Effluent Guidelines and Standards, as they are contained in the United States Code of Federal Regulations and are in effect on the date indicated, are incorporated herein, and adopted by the Department, except where expressly supplemented or modified by the Environmental Regulation Commission, and are incorporated by reference as though fully set forth herein:

Therefore, the current CWT effluent limitations are incorporated into FDEP wastewater permits. See the permit requirements stated in Sections 2.3.26 and 2.3.27.

6. Vendor will take full responsibility and ownership for leachate once it enters the Vendor's vehicle. Vendor will be responsible health and safety precautions during leachate filling. Full responsibility includes but is not limited to proper disposal, immediate clean-up and reporting of spills, meeting contract requirements, and meeting State and Local permits and regulations.
7. Vendor will take full responsibility for the weight of the transport vehicle and will meet Florida Department of Transportation (FDOT) requirements. Vendor will be responsible for any fines or charges by FDOT.

**Request for Proposal for:
Marion County Baseline Landfill
Leachate Transportation and Disposal
RFP 10P-201**

VENDOR INFORMATION SHEET

NAME OF FIRM SUBMITTING PROPOSAL Aqua Clean Environmental Co., INC.

Federal Employer Identification Number: <u>54-1803483</u>	
Name and Title of Contact Person:	
Name: <u>W.D. Miller III</u>	Title: <u>Vice President</u>
Mailing Address: <u>3210 Whitten Rd</u>	
Street Address: <u>Same</u>	
City, State, Zip: <u>Lakeland, FL 33811</u>	
Telephone: <u>863 644 0665</u>	Fax: <u>863 646 1880</u>
Email: <u>aquaclean@tampabay.rr.com</u>	

PROPOSER ACKNOWLEDGMENT

"The undersigned, as Vendor, hereby declares that he has informed himself fully in regard to all conditions to the work to be done, and that he has examined the Request for Proposal and all Addenda for the work and comments hereto attached. The Vendor proposes and agrees, if this proposal is accepted, to contract with Marion County Board of County Commissioners to furnish all necessary materials and labor necessary to complete the work covered by the Proposal for this Project specific to the terms of the contract."

COMPENSATION SCHEDULE

<u>Item #1:</u>	Dispatch to Baseline Landfill, load tanker truck at landfill, transport, unload, and dispose of leachate per bid documents (During regular business hours)	<u>.10</u> \$/gal
<u>Item #2:</u>	Dispatch to Baseline Landfill, load tanker truck at landfill, transport, unload, and dispose of leachate per bid documents (Outside regular business hours)	<u>.10</u> \$/gal
<u>Item #3:</u>	Minimum number of gallons of leachate per day Vendor guarantees to accept from County	<u>5,000</u> gal/day
<u>Item #4:</u>	Maximum number of gallons of leachate per day Vendor guarantees to accept from County	<u>120,000</u> gal/day
<u>Item #5:</u>	Fuel Cost % of Bid Unit Price	Item #1 <u>30</u> % Item #2 <u>30</u> %

Signature of Authorized Person W.D. Miller III Date: 7/21/10

This document must be completed and returned with your Submittal



**MARION COUNTY
SOLID WASTE**

**APPENDIX "E"
AGREEMENTS**

**BIOMEDICAL WASTE STORAGE
AND
DISPOSAL SERVICES
14B-136**

2015 STRATEGIC PLAN

AGREEMENT BETWEEN COUNTY AND CONTRACTOR

This Agreement, made and entered into August 7, 2014 by and between Marion County, a political subdivision of the State of Florida, (hereinafter referred to as the "COUNTY") and Safewaste of Florida, LLC, located at 20241 NE 15th Court, Miami, FL 33179, possessing FEIN# 03-0579467 (hereinafter referred to as the "CONTRACTOR") under seal for the Biomedical Waste Storage and Disposal, (hereinafter referred to as the "PROJECT"), and the COUNTY and the CONTRACTOR hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, the COUNTY and CONTRACTOR (the "PARTIES") hereto agree as follows:

Section 1 – Term. This Agreement shall commence October 1, 2014 and continue through September 30, 2017 with no renewal options.

Section 2 – Scope of Services. As per specifications and requirements of project 14B-136, the CONTRACTOR shall complete the scope of services listed below according to the timeframe as noted herein.

Contractor shall retain ownership of all containers, and upon termination or expiration of the contract, all containers will be returned to the supplier. The contractor shall be required to provide all containers, appropriately marked for biohazard, and in good, sturdy, working condition.

A. MARION COUNTY FIRE-RESCUE (MCFR)

Each station listed below has one (1) disposable cardboard box with a disposable 30-gallon bag; Central Logistics has two (2). Each month, contractor shall visit each of the six (6) locations below, picking up box/bag combinations for disposal and replace with a new, unused box/bag combination at each site listed below, twice per month. "Red" bags shall meet ASTM-D-1709-01 & 1922a (Biohazard Standards).

At Central Logistics only, two (2) metal locking containers, capable of holding six (6) 30-gallon box/bag combinations shall be supplied. These containers shall be used to store any excess box/bag combinations between pickups. Each Fire Station will have one (1) box/bag combination for pickup & replacement; Logistics will have two (2), and possibly up to fourteen (14) for pickup and replacement.

Fire-Rescue Central Logistics Office

*981 NE 16 St Building #2
Ocala, Fl. 34470*

Station #4

*16004 E Hwy 40
Silver Springs, Fl. 34488*

Station #9

*18945 N US Hwy 441
Reddick, Fl. 32686*

Station #12

*120 NW 110 Ave.
Ocala, Fl. 34482*

Station #30

*7900 SE 135 St
Summerfield, Fl. 34491*

Station #31

*11240 SW Hwy 484
Dunnellon, Fl. 34432*

B. MARION COUNTY SOLID WASTE (SW)

SW has 18 recycling centers; each one will have its 96-gallon plastic totes delivered by County staff to the Baseline Landfill location for contractor servicing. Twenty (20) spare totes must be provided for SW with the first delivery under the contract to be used as replacements for each center during transition. Contractor shall pick up all totes from the Baseline Landfill hazardous waste biomedical storage shed, and replace with a new tote for each removed, every 30 days, as required by law.

*Baseline Landfill
5601 SE 66th St, Ocala, FL 34480*

C. MARION COUNTY EMPLOYEE HEALTH CLINIC

Contractor shall provide one (1) 15-gallon box/bag combination and shall replace it with a new, unused box/bag combination, once per month.

Marion County Employee Health Clinic
521 SE 26th Ct, Ocala, FL 34471

D. MEDICAL EXAMINER'S OFFICE

Contractor shall provide two (2) 96-gallon containers to be picked and shall replace them with two (2) new, unused containers, once per week. NOTE: This location is NOT within Marion County.

Medical Examiner's Office
809 Pine Street, Leesburg, FL 34748-6047

Section 3 – Compensation. The COUNTY shall make payment to the CONTRACTOR upon completion of the services or receipt of product as described in Section 2 of this agreement. There shall be no provisions for pricing adjustments during the term of the contract. CONTRACTOR agrees that if payment is made by County procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by the COUNTY, and in acceptable condition.

Location	Per Pickup Charge
Fire-Rescue Central Logistics, Ocala	\$15.25
Fire Station #4, Silver Springs	\$15.25
Fire Station #9, Reddick	\$15.25
Fire Station #12, Ocala	\$15.25
Fire Station #30, Summerfield	\$15.25
Fire Station #31, Dunnellon	\$15.25
Baseline Landfill, Ocala	\$19.40
Marion County Employee Health Clinic, Ocala	\$13.95
Medical Examiner's Office, Leesburg	\$19.40

Section 4 – Notices. Except as otherwise provided herein, all notices and other communications provided for hereunder shall be in writing and sent by certified mail return receipt requested, or by hand deliver, and shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid or if hand delivered, when personally handed to the Party to whom the notice or other communication is addressed, with signed proof of delivery. The COUNTY'S and the CONTRACTOR'S representatives for notice purposes are:

CONTRACTOR: Safewaste of Florida, LLC
20241 NE 15th Court,
Miami, FL 33179
CONTACT PERSON: Bob Romano
866-927-8310 | E-mail: b.romano@safewaste-fl.com

COUNTY: Marion County Countywide
c/o Marion County Board of County Commissioners
601 SE 25th Ave
Ocala, FL 34471

A copy of all notices to the COUNTY hereunder shall also be sent to:

Procurement Director
Marion County Procurement Services Department
2631 SE 3rd St
Ocala, FL 34471

Section 5 – Assignment. The CONTRACTOR may not subcontract all or any part of this Agreement without written approval by the COUNTY.

Section 6 – Laws, Permits, and Regulations. Prior to the performance of any work hereunder, the CONTRACTOR shall obtain and pay for all licenses and permits, as required to perform the services described in

Section 2 of this Agreement. CONTRACTOR shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

Section 7 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 8 – Books and Records. The CONTRACTOR shall keep records of all transactions. The COUNTY shall have a right to review such records at the CONTRACTOR'S office during normal business hours.

Section 9 – Indemnification. The CONTRACTOR shall indemnify and hold harmless the COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against the COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or omission of the CONTRACTOR or its employees, officers, or agents in performing the services set forth herein.

Section 10 – Insurance. As applicable, during the period the services are rendered, insurance policies shall be with a company or companies authorized to do business in the State of Florida. The County shall be notified if any policy limit has eroded to one half its annual aggregate. The CONTRACTOR shall provide a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+. All policies must show the "Marion County Board of County Commissioners" as an Additional Insured except for the workers compensation and professional liability policies. The Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for 30-day cancellation notice to that address with policies for the following:

Business Auto Liability shall be provided by the CONTRACTOR with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles.

Worker's Compensation shall be purchased and maintained by the CONTRACTOR with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease.

General Liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The policy must be maintained by the CONTRACTOR for the duration of the project. If the policy is written on a claims-made basis, the CONTRACTOR must maintain the policy a minimum of 5 years following completion of the project. The County of Marion must be shown as additional insured.

Section 11 – Independent CONTRACTOR. In the performance of this Agreement, the CONTRACTOR will be acting in the capacity of an "independent CONTRACTOR" and not as an agent, employee, partner, joint venture, or associate of the COUNTY. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of this Agreement.

Section 12 – Default/Termination. In the event the CONTRACTOR fails to comply with any of the provisions of this Agreement, the COUNTY may terminate this Agreement for cause by first notifying the CONTRACTOR in writing, specifying the nature of the default and providing the CONTRACTOR with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, the COUNTY thereafter may terminate this Agreement upon written notice to the CONTRACTOR without prejudice to the COUNTY in terms of any right or for cause; the COUNTY will be responsible for compensation to the CONTRACTOR only for the termination date. The COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to the CONTRACTOR. In the event of termination of this Agreement without cause, the COUNTY will compensate the CONTRACTOR for all services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. Notwithstanding any other provision of this Contract, this Contract may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. County shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

Section 13 – Timely Performance. All work will commence upon authorization from the County's representative. All work will proceed in a timely manner without delays.

Section 14 – Damage to Property. The CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to the COUNTY under this Contract and until final inspection of the work and acceptance thereof by the COUNTY. In the event any such material, equipment and supplies are lost, stolen,

damaged or destroyed prior to final inspection and acceptance, the CONTRACTOR shall replace the same without additional cost to the COUNTY, as applicable.

Section 15 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 16 – Use of Other Contracts. Marion County Board of County Commissioners reserves the right to utilize any County contract, State of Florida Contract, city or county governmental agencies, school board, community college/state university system cooperative bid agreement. Marion County Board of County Commissioners reserves the right to separately bid any single order or to purchase any item on this solicitation/contract if it is in the best interest of the County.

Section 17 – Employee Eligibility Verification. For those projects funded with State or Federal dollars, Marion County will adhere to the practices set forth under the e-verification system, which is outlined in the clauses below. Information provided by the Contractor is subject to review for the most current version of the State or Federal policies at the time of contract award. By previously signing the ITB Acknowledgment and Addenda Certification Form, and this contract Contractor has agreed to perform in accordance with these requirements and agrees:

1. To enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program.
2. To provide to the Agency, within thirty (30) days of the effective date of this contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
3. To require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this contract/amendment/extension or within ninety (90) days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
4. To maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Agency or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the Agency may treat a failure to comply as a material breach of the contract.

Section 18 – Force Majeure. Neither CONTRACTOR nor COUNTY shall be considered to be in default in the performance of its obligations under this AGREEMENT, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Section 19 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 20 – Authority to Obligate. Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

IN WITNESS WHEREOF the parties have executed this Amendment to Agreement the day and year first written above.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

Lee A Niblock
LEE A NIBLOCK, _____ DATE
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

Matthew G. Minter
MATHEW G. MINTER, _____ DATE
MARION COUNTY ATTORNEY

WITNESS:

Melissa H. Romano
SIGNATURE
Melissa H. Romano
PRINTED NAME

SAFEWASTE OF FLORIDA, LLC:

BY: *Robert L. Romano*
PRINTED: Robert L. Romano
ITS: OPERATIONS MGR.
(TITLE)

WITNESS:

Susan Romano
SIGNATURE
SUSAN ROMANO
PRINTED NAME



**MARION COUNTY
SOLID WASTE**

**APPENDIX "E"
AGREEMENTS**

CITY OF OCALA INTERLOCAL AGREEMENT

**HOUSEHOLD HAZARDOUS WASTE
AND
ELECTRONIC WASTE COLLECTION PROGRAM**

2015 STRATEGIC PLAN

AMENDMENT AND RENEWAL OF THE INTERLOCAL AGREEMENT

THIS INTERLOCAL RENEWAL AGREEMENT AND AMENDMENT is entered into this 21st day of June 2011 by and between Marion County, a political Subdivision of the State of Florida, having an office and place of business at 601 S.E. 25th Avenue Ocala Florida, 32671, hereinafter referred to as the "County" and the City of Ocala, a Florida municipal corporation, having a business address at 151 S.E. Osceola Avenue Ocala Florida, 34471, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the County continues to investigate solid waste disposal issues in the County and the formulation of environmentally sound and economically viable solutions; and the parties hereto, in order to implement an effective household hazardous waste and household electronic waste program, and eliminate wasteful duplication and uneconomical operations it is desired that municipalities in the County enter into commitments to cooperate in addressing household hazardous and electronic waste management issues for the benefit of all residents of the City and the County; and

WHEREAS, City seeks assurance that the County will, during the term of this agreement, accept City's household hazardous waste and household electronic waste; and

WHEREAS, the parties have agreed to act in good faith and to take all necessary and appropriate actions, in cooperation with one another, to affect the purposes of this agreement; and

WHEREAS, On December 19, 2006, the City entered into an interlocal agreement with the County to dispose of household hazardous and electronic waste items at the Baseline Landfill.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the COUNTY, and the CITY agree to further amend the agreement as set forth herein and to the renewal of the amended agreement for the term agreed to herein, and that they shall comply with and be bound by all of the terms of this amended agreement as follows:

Article III CHARGES AND PAYMENT. Section 3.1 is hereby amended to read as follows:

3.1 Payment of Fees by the City. Commencing on October 1, 2011 and continuing for the term of this Agreement Amendment, City shall pay \$16,040.04 annually for City residents' participation in the household electronic waste and household hazardous waste delivered into the system by the City residents or its' Residential Sanitation Supervisors. The fee for participants shall be renegotiated at the time of renewal by the County or in accordance with the criteria set forth below. The annual payment invoice shall be due and payable by the City by the 25th day of the month in which the invoice is submitted to the City.

Article VI Miscellaneous. Section 6.6 is hereby amended to read as follows:

6.6 Notices. All notices required hereunder to either party shall be in writing and sent by Certified Mail, Return Receipt Requested to:

If to the City:
Director of Public Works Department
City of Ocala
1805 NE 30th Avenue BLDG. 300
Ocala, Florida 34470

With copy to:
Purchasing Agent
City of Ocala
1805 NE 30th Avenue BLDG. 300
Ocala, Florida 34470

If to the County:
Marion County Administrator
601 SE 25th Avenue
Ocala, FL 32671

With a copy to:
Marion County Attorney
601 SE 25th Avenue
Ocala, FL 32671

Article VII TERM OF AGREEMENT. Section 7.1 is hereby amended as follows:

7.1 Term. This agreement shall be in full force and effect from October 1, 2011 until September 30, 2016, with two (2) additional five (5) year renewal options upon the consent of both parties.

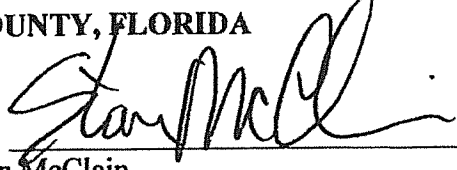
Copies also shall be provided by hand delivery or regular U.S. Mail to the on-site representatives of the **CITY** and **COUNTY**.

Changes in the representative addresses to which such notices may be directed may be made from time to time by either part by notice to the other party.

All other provisions and conditions of the original agreement and all amendments thereto shall remain in full force and effect.

THEREFORE, the parties hereto have caused these presents to be executed, the day and year first above written.

**BOARD OF COUNTY
COMMISSIONERS OF MARION
COUNTY, FLORIDA**

By: 
Stan McClain
Chairman

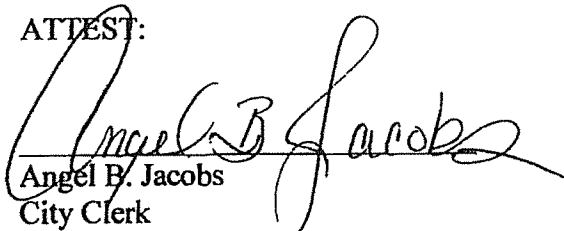
ATTEST:


David R. Ellspey, Clerk

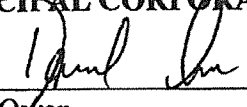
Approved as to form and legality:


Matthew Guy Minter, County Attorney



ATTEST:


Angel B. Jacobs
City Clerk

**CITY OF OCALA, A FLORIDA
MUNICIPAL CORPORATION**


Daniel Owen
President, Ocala City Council

Approved as to form and legality


~~Patrick G. Gilligan~~
~~City Attorney~~

W. James Gooding III
Assistant City Attorney

E:\CITY\Public Works\Solid Waste\Hazardous Waste Interlocal\Marion County Interlocal Agreement amendment redline 05.19.11.docx

ACCEPTED BY CITY COUNCIL

June 7, 2011
DATE

OFFICE OF THE CITY CLERK



APPENDIX "E"
AGREEMENTS

COMMUNITY SERVICE
WORK PROGRAM

Solid Waste Strategic Plan
2015



**Marion
County**
FLORIDA

Marion County
Board of County Commissioners

Solid Waste

5601 SE 66th St.
Ocala, FL 34480
Phone: 352-671-8465
Fax: 352-671-8475

TO: WEEKEND PARTICIPANTS
FROM: MIKE SIMS – DIRECTOR OF SOLID WASTE

SUBJECT: **COMMUNITY SERVICE WORK PROGRAM INFORMATION AND CONDITIONS**

You have been sentenced to participate in the Community Service Work Program. The privilege of being able to remain in this program depends upon your attitude, cooperation, adherence to the rules and regulations, and your willingness to work.

Participation in this program requires that you **strictly** observe the following:

1. You must **report** to the Marion County Solid Waste/Landfill located at **5601 S.E. 66th Street, Ocala, Florida, 34480**, on your assigned schedule, **no later than 7:15 A.M. THE SOLID WASTE DEPARTMENT HAS NO AUTHORITY TO EXCUSE YOU FOR ANY REASON.** However, if you are absent, you must call the Marion County Solid Waste/Landfill at **(352)671-8469 or (352)671-8499** to advise that you are not reporting. This is simply a notification and does not excuse you. A report of your absence will be submitted to the probation office and Judge that sentenced you.
2. **Office Hours: MONDAY THRU THURSDAY - 7AM – 3PM (EXCEPT FRIDAY - 2:30PM)**
3. **NO FAMILY MEMBERS OR FRIENDS CAN REGISTER FOR THE PROBATIONER**
4. **(SCHEDULED DAYS MISSED) MAKE-UP MUST BE SCHEDULED THE 1st WEEKEND OF THE MONTH, ONLY!**
5. You must pay twenty **(\$20.00)** dollars **(CASH ONLY)** per month to cover administrative cost. This cost is non refundable even if you do not show up on your assigned day. Should you fail to pay, you will not be permitted to participate in the program, and will be considered a NO-SHOW.
6. You must **bring your own lunch.** NO DRINK COOLERS OR BOTTLED DRINKS ARE PERMITTED. ONLY SEALED CANS WILL BE PERMITTED. NO ALCOHOLIC BEVERAGES. Ice and water will be provided.
7. You will perform all work assigned in a positive manner. You **WILL NOT LEAVE YOUR ASSIGNED AREA WITHOUT PERMISSION.**

Page 1 of 2

"Meeting Needs by Exceeding Expectations"

8. You must report in **clean clothes each day. Work clothes are not just recommended, we insist on it.** NO SHORTS OR SUGGESTIVE CLOTHING. THIS INCLUDES CLOTHING THAT HAS LEWD OR PROFANE REMARKS ON THEM. **Closed shoes, long pants and shirts** are required. **Do not wear flip flops or shower slides. No tank or halter tops,** this includes women's tightly fitted sleeveless shirts or any other clothing not deemed appropriate by the on-site supervisor/coordinator.
9. You **must not** report for work detail while under the influence of alcohol or drugs. You may be required to submit to urine or breathe test as requested. Failure comply with the test will result in you being dismissed from the program and notification of violation being sent to the judge.
10. There shall be no name-calling, no arguing with one another, no fighting and no profanity while on the Work Program.
11. There shall be no refusal to obey the commands of supervisory personnel in charge of the Work Program. Failure to obey his/her commands or failure to work will result in dismissal from the program and notification of violation being sent to the judge.
12. Do not bring any weapons such as **pocketknives; cell phones; beepers** or any other item that would be considered as contraband. **NO TOBACCO PRODUCTS ARE PERMITTED!** If tobacco or contraband is found in your possession, you will be dismissed from the program and notification of violation being sent to the judge.
- 13.. All persons entering the Marion County Solid Waste/Landfill grounds are subject to search and arrest for illegal weapons and contraband.
14. **If you violate any rules and regulations** of the Marion County Community Service Work Program, or fail to comply with the above conditions, **you will be dismissed from the program and notification of violation being sent to the judge.**
15. The work schedule may vary from time to time, but unless you are notified otherwise, **your arrival time to be signed in** will be **7:15 A.M.** and your approximate ending time will be **4:30 P.M.** Those who are late or leave before ending time will be dismissed from the program and notification of violation being sent to the judge.
13. Regardless of weather conditions, you are required to report to the site as designated for instructions.

❖ **PLEASE BRING PICTURE ID WHEN YOU REPORT FOR YOUR SCHEDULED WORK.**

❖ I HAVE READ AND UNDERSTAND THE CONDITIONS AS SET FORTH IN THIS MEMORANDUM.

SIGNATURE

DATE



**MARION COUNTY
SOLID WASTE**

**APPENDIX "E"
AGREEMENTS**

**ELECTRONIC WASTE
RECYCLING PROGRAM
14P-116**

2015 STRATEGIC PLAN

AGREEMENT BETWEEN COUNTY AND CONTRACTOR

This Agreement, made and entered into by and between Marion County, a political subdivision of the State of Florida, (hereinafter referred to as the "COUNTY") and Diversified Asset Recovery, LLC, located at 2700 Hazelhurst Avenue, Orlando, FL 32804, possessing FEIN# 27-158701 (hereinafter referred to as the "CONTRACTOR") under seal for the Electronic Waste Recycling Program, (hereinafter referred to as the "PROJECT"), and the COUNTY and the CONTRACTOR hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, the COUNTY and CONTRACTOR (the "PARTIES") hereto agree as follows:

Section 1 – Term. This Agreement shall commence November 7, 2014 and continue through November 6, 2017 with no renewal options.

Section 2 – Scope of Services. As per specifications and requirements of project 14P-116, the CONTRACTOR shall complete the scope of services listed below according to the timeframe as noted herein.

The services covered under this contract includes furnishing the necessary personnel, materials, equipment, supplies, transportation, and services necessary for the processing of electronic devices, and for their subsequent reuse, de-manufacturing, recycling and disposal as required.

Contractor will be responsible for compliance with all copyright laws and regulations with regard to any operating system, programs, data or other information which may be contained in an electronic device or component that is accepted by the County or the Contractor as a result of this program.

The County anticipates a full range of unwanted electronic devices that will be accepted through this program to include, but not limited to the following:

- *Computers – desktops and laptops*
- *Computer peripherals, i.e. printers, scanners, keyboards, mice, etc...*
- *Dumb computer terminals*
- *Copiers*
- *Televisions - small and large (all varieties)*
- *Video and audio equipment*
- *Communication devices such as: telephones, cell phones, fax machines, modems, hand held radios, etc...*
- *Number of miscellaneous items from electronic toys to data processing equipment and a great deal more*
- *Anything that does not fit under normal items collected will be labeled as miscellaneous.*

This contract is for the collection of electronics from the residents and other governmental agencies located in Marion County, along with two (2) Marion County sponsored Sumter County collection events. The methods by which electronics will be collected are described as follows:

Events:

- *Electronics will be collected on specified dates established by the Marion County Solid Waste Department. These events will be referred to as E-Waste Collection Events. The E-Waste event(s) will be scheduled no later than six (6) months in advance of the actually event(s), providing the Contractor a six (6) month notice prior to the event. If schedule changes occur, the Contractor will receive a not later than (NLT) thirty (30) day advanced*
- *The Contractor shall provide the necessary equipment to collect and recycle all electronics that are collected at these events. The contractor must provide all equipment to sort, stack, package and transport the items collected. Equipment and supplies includes but is not limited to the following: forklift, pallets, large cardboard boxes and shrink wrap. The Contractor will also provide the vehicles utilized in order to transport the items collected such as a tractor trailer, box truck, 40 yard open top containers and any other necessary transport equipment*

Service for Other Agencies:

Other agencies will be afforded the option to take part in the recycling of their electronic devices under this contract. These agencies must abide by the full scope of service under this contract, and in turn the contractor will provide the same pricing structure listed under this contract. There may be exceptions to the collection type of service under this section. For example: if another (other than Solid Waste) agency has electronics that they would like to recycle, they have the opportunity under this contract to either:

- Contact the Contractor and request that a container be placed at a location of their choosing for the collection of their electronic devices. The requesting agency will be charged the fees outlined under this contract
- Contact the Contractor and establish a delivery time and date where the department can deliver their electronic devices to Contractor's place of business. The requesting agency will be charged the fees outlined under this contract
- Utilize one of the scheduled E-Waste Collection Events established by the Marion County Solid Waste Department. The other agency participating in the event will be invoiced separate from the electronic devices collected by the Solid Waste Department

The County may require the Contractor provide services within the city limits of Marion County municipalities. The Marion County Solid Waste Department has established an Inter-Local agreement with the City of Ocala to provide an annual E-Waste Collection event within the City limits, or a designated location where the residents of Ocala can deposit unwanted electronic devices.

E-Waste Equipment Collection:

The Contractor shall on an as needed basis, provide for the packing, loading, transportation, unloading, and audit documentation for the end-of-life electronic equipment as specified and described in this scope. During collection events the Contractor shall also supply packing materials such as pallets, boxes and shrink wrap along with a means to relocate items through the utilization of a fork lift or pallet jack, as requested by the County.

The Contractor shall verify item counts and description of devices collected by the County by means of an inventory spreadsheet or work order. Each inventory spreadsheet or work order shall include but is not limited to:

- Contractor name
- Contractor address
- Contractor phone number
- Contractor work order number (if applicable)
- State contract number (if applicable)
- Requesting agency
- Agency contact
- Purchase order/purchasing card authorization number and issue date (if applicable)
- Specific location where equipment is consolidated for pick up (Street address, building name, floor, room number, etc.)
- Pick up date and time
- A listing of the equipment to be recycled/reused, and the quantity of each item by category as specified and described by the attached "Events Fee Schedule"

Requirements to Support E-Waste Collection Event(s):

Equipment and Supplies - During an E-Waste event the County will request that the contractor provide all equipment and supplies required to support each event, to include but not limited to the following:

- Tractor trailer or box trucks sufficient to support collection event(s)
- Two (2) or more forty (40) yard roll off open top containers or similar containers for the storing of television sets
- Pallets – used for the stacking of CRT monitors, central processing unit (CPU) and for all box items such as printers, keyboards, stereos, radios and any other miscellaneous items.
- Shrink wrap – used to secure CRT's and CPU's onto pallets
- Pallet Jack– used for the movement and loading of pallets along the placement of other items in preparation of the event(s).
- Cardboard boxes for the storing of printers on pallets
- Any other equipment and/or supplies the contractor deems necessary in order to support the event(s)

Personnel – The Contractor will be required to provide a minimum of two (2) personnel to inventory, sort and stack items collected. Drivers and/or forklift operators should not be included in this number unless they can be fully utilized to inventory, sort and stack.

The Contractor will be on site no later than (NLT) one hour prior to the start of the event, and will remain at the event site until it is restored to its original condition, after the event(s).

The County will provide County jail inmates for labor (when available) to assist in the collection of materials from the vehicles of residents as they drive through the event. The inmates will also assist in the sorting and stacking.

The Contractor must provide the County with a written Occupational Health and Safety Administration (OSHA) and American National Standards Institute (ANSI) compliant safety program related to employee safety and de-manufacturing of collected devices. The contractor must follow all federal and state laws and regulations related to the de-manufacturing of electronic devices.

Acceptable for collection during the event(s):

Monitors, televisions, laptop computers, speakers, DVD/CD/CDRW drives, hard drives, printers, desktop CPUs, routers, modems, battery backups, digital cameras, servers, answering machines, cell phones, corded phones, cordless phones, adding machines, fax machines, photocopiers large or small, multifunction machines, scanners and miscellaneous items.

The following are accepted collectable items, some of which may not be specifically listed above can be considered miscellaneous: DVD players, keyboards, mice, microwaves, radios, stereos, tape players, VCRs and any other considered electronic device.

Equipment:

The Contractor shall provide sufficient numbers and types of equipment to collect and process devices within the allotted timeframe for each collection event. If in the opinion of the Project Manager or authorized representative the Contractor has provided insufficient equipment in order to complete the event in the manner as indicated above, the Contractor shall provide additional equipment as requested by the Project Manager or authorized representative.

All equipment will be inspected and approved by the Project Manager or authorized representative before placed into service. If at any time the Project Manager or authorized representative determines that any equipment is deficient in any way, the Contractor shall remove the equipment from service immediately. The equipment shall remain out of service until the deficiency is corrected to the satisfaction of the Project Manager or authorized representative. The identification of deficient equipment by the Project Manager or authorized representative shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the Contractor's equipment. Nor will it relieve the Contractor of the responsibility to complete the event within the prescribed timeframe as established by the County.

Method of Operation:

The Contractor shall furnish all labor, equipment, fuel and materials as previously described within this contract to properly complete the collection event(s). Any collections shall be done Monday through Saturday from 8:00am to 5:00pm unless specified otherwise. Collections performed during unauthorized times are subject to non-payment. Contractor shall submit a written work plan depicting how the collection(s) will be accomplished. The plan shall include all equipment, personnel and supplies that will be utilized during the collection event(s). Additionally, the plan shall include a day by day schedule indicating the sequence of events from the start to the finish of the collection event(s). Any spillage of hazardous chemicals or materials and/or wastes must be reported immediately to the Project Manager or authorized representative, spill materials and/or waste must be collection in accordance with (LAW) all state and federal regulations.

Sampling, Inspection, and Testing:

The County maintains the right to inspect the Contractor's facility at any time from 8:30am to 5:00pm, Monday through Friday. Trucks, trailers and/or equipment may also be inspected or reviewed by the Solid Waste representative and/or designee to ensure safety measures are in place for continued safe operation.

Subcontractors:

The Contractor may utilize Subcontractors in the performance of the collection event(s) as required within this scope of service. The Contractor is directly responsible for any and all acts by the Subcontractor(s) and/or other personnel utilized at the discretion of the Contractor for periods of service within this contract.

The Contractor agrees to employ only those Subcontractors that have been reasonably approved by the Solid Waste Director. Such approval shall not be unreasonably withheld and shall be based on the Director's reasonable determination that the subcontractor has the experience, equipment, personnel, and financial resources to satisfactorily perform the services required within this contract.

This contract does not establish any contractual relationship between Marion County and any Subcontractor. Marion County is not and will not be obligated to pay or see to the payment of any fees which may be due to any Subcontractor. Financial obligations to any Subcontractor or other personnel utilized at the discretion of the Contractor, are completely those of the Contractor.

Miscellaneous Requirements:

At all times during collection events, Marion County property must remain free from accumulations of waste materials or rubbish caused by the Contractor, it's Subcontractor or employees as a result of services provided by the Contractor.

Section 5 – Assignment. The CONTRACTOR may not subcontract all or any part of this Agreement without written approval by the COUNTY.

Section 6 – Laws, Permits, and Regulations. Prior to the performance of any work hereunder, the CONTRACTOR shall obtain and pay for all licenses and permits, as required to perform the services described in Section 2 of this Agreement. CONTRACTOR shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

Section 7 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 8 – Books and Records. The CONTRACTOR shall keep records of all transactions. The COUNTY shall have a right to review such records at the CONTRACTOR'S office during normal business hours.

Section 9 – Indemnification. The CONTRACTOR shall indemnify and hold harmless the COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against the COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or omission of the CONTRACTOR or its employees, officers, or agents in performing the services set forth herein.

Section 10 – Insurance. As applicable, during the period the services are rendered, insurance policies shall be with a company or companies authorized to do business in the State of Florida. The County shall be notified if any policy limit has eroded to one half its annual aggregate. The CONTRACTOR shall provide a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best C company rating of at least B+. All policies must show the "Marion County Board of County Commissioners" as an Additional Insured except for the workers compensation and professional liability policies. The Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for 30-day cancellation notice to that address with policies for the following:

Business Auto Liability shall be provided by the CONTRACTOR with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles.

Worker's Compensation shall be purchased and maintained by the CONTRACTOR with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease.

General Liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The policy must be maintained by the CONTRACTOR for the duration of the project. If the policy is written on a claims-made basis, the CONTRACTOR must maintain the policy a minimum of 5 years following completion of the project. The County of Marion must be shown as additional insured.

Section 11 – Independent CONTRACTOR. In the performance of this Agreement, the CONTRACTOR will be acting in the capacity of an "independent CONTRACTOR" and not as an agent, employee, partner, joint venture, or associate of the COUNTY. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of this Agreement.

Section 12 – Default/Termination. In the event the CONTRACTOR fails to comply with any of the provisions of this Agreement, the COUNTY may terminate this Agreement for cause by first notifying the CONTRACTOR in writing, specifying the nature of the default and providing the CONTRACTOR with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, the COUNTY thereafter may terminate this Agreement upon written notice to the CONTRACTOR without prejudice to the COUNTY in terms of any right or for cause; the COUNTY will be responsible for compensation to the CONTRACTOR only for the termination date. The COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to the CONTRACTOR. In the event of termination of this Agreement without cause, the COUNTY will compensate the CONTRACTOR for all services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. Notwithstanding any other provision of this Contract, this Contract may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. County shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

Section 13 – Timely Performance. All work will commence upon authorization from the County's representative. All work will proceed in a timely manner without delays.

Section 14 – Damage to Property. The CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to the COUNTY under this Contract and until final inspection of the work and acceptance thereof by the COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to

final inspection and acceptance, the CONTRACTOR shall replace the same without additional cost to the COUNTY, as applicable.

Section 15 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 16 – Use of Other Contracts. Marion County Board of County Commissioners reserves the right to utilize any County contract, State of Florida Contract, city or county governmental agencies, school board, community college/state university system cooperative bid agreement. Marion County Board of County Commissioners reserves the right to separately bid any single order or to purchase any item on this solicitation/contract if it is in the best interest of the County.

Section 17 – Employee Eligibility Verification. For those projects funded with State or Federal dollars, Marion County will adhere to the practices set forth under the e-verification system, which is outlined in the clauses below. Information provided by the Contractor is subject to review for the most current version of the State or Federal policies at the time of contract award. By previously signing the ITB Acknowledgment and Addenda Certification Form, and this contract Contractor has agreed to perform in accordance with these requirements and agrees:

1. To enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program.
2. To provide to the Agency, within thirty (30) days of the effective date of this contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
3. To require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this contract/amendment/extension or within ninety (90) days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
4. To maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Agency or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the Agency may treat a failure to comply as a material breach of the contract.

Section 18 – Force Majeure. Neither CONTRACTOR nor COUNTY shall be considered to be in default in the performance of its obligations under this AGREEMENT, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Section 20 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 21 – Authority to Obligate. Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

The Contractor is responsible for notifying the County and/or its representative of any hazardous material that will be used on the work site, and for providing a copy of the Material Safety Data Sheets (MSDS) as required by the Florida Right-To-Know Law.

The County reserves the right to collect, inspect and/or remove items brought in by the participants for the sole purpose of reuse in performing County business only.

The Contractor is responsible for maintaining each collection site and allowing citizens to utilize the designated site during collection events.

The Baseline Solid Waste facility will be closed New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The facility will also close at 3:00pm on Christmas Eve and New Year's Eve.

Collection events are advertised six (6) months in advance and can't be changed without County approval.

Marion County Commercial Businesses:

Marion County businesses that elect to recycle electronics should be provided a safe alternative by the Contractor for recycling. The Contractor will be required to provide information regarding business recycling location(s) within Marion County. Contractor will honor the same pricing structure in this contract for Marion County Commercial Businesses not currently under contract with Contractor. Business must provide proof of Marion County Business License. Contractor is responsible for billing Marion County Commercial Businesses directly.

Damages:

All items damaged as a result of the contractor's operations, to include equipment, buildings, structures, facilities, fencing, sidewalks, curbs, pipes, pavement, concrete, items of landscaping, etc., shall be either repaired or replaced by the Contractor at their expense, in a manner prescribed by the County representative.

Section 3 – Compensation. The COUNTY shall make payment to the CONTRACTOR upon completion of the services or receipt of product as described in Section 2 of this agreement. There shall be no provisions for pricing adjustments during the term of the contract. CONTRACTOR agrees that if payment is made by County procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by the COUNTY, and in acceptable condition.

<i>DESCRIPTION</i>	<i>UNIT PRICE</i>
<i>Monitor</i>	<i>\$4.40</i>
<i>Television Under 19"</i>	<i>\$8.80</i>
<i>Television Over 20"</i>	<i>\$14.30</i>
<i>Event Fee for Collection Events Held at County's Location</i>	<i>\$350.00</i>
<i>Event Fee for Collection Events Held at Contractor's Location</i>	<i>\$0.00</i>

Section 4 – Notices. Except as otherwise provided herein, all notices and other communications provided for hereunder shall be in writing and sent by certified mail return receipt requested, or by hand deliver, and shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid or if hand delivered, when personally handed to the Party to whom the notice or other communication is addressed, with signed proof of delivery. The COUNTY'S and the CONTRACTOR'S representatives for notice purposes are:

CONTRACTOR: Diversified Asset Recovery, LLC
2700 Hazelhurst Avenue, Orlando, FL 32804
CONTACT PERSON: Joel Newton
567-249-8515 | E-mail: joel.newton@diversifiedrecycling.com

COUNTY: Marion County Solid Waste
c/o Marion County Board of County Commissioners
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to the COUNTY hereunder shall also be sent to:

Procurement Director
Marion County Procurement Services Department
2631 SE 3rd St, Ocala, FL 34471

IN WITNESS WHEREOF the parties have executed this Amendment to Agreement the day and year first written above.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

William Kauffman 11/19/2011
DATE
William Kauffman
Acting County Administrator

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

Matthew G. Minter
DATE
MATHEW G. MINTER,
MARION COUNTY ATTORNEY

WITNESS:

Steve P. Weaver
SIGNATURE
Steve P. Weaver
PRINTED NAME

DIVERSIFIED ASSET RECOVERY, LLC:

BY: Joel Newton
PRINTED: Joel Newton
ITS: Senior Account Manager
(TITLE)

WITNESS:

Tim Hurless
SIGNATURE
Tim Hurless
PRINTED NAME



**MARION COUNTY
SOLID WASTE**

**APPENDIX "E"
AGREEMENTS**

FDEP AGREEMENT NO. S0633

**STATE OF FLORIDA
HAZARDOUS WASTE COOPERATIVE
COLLECTION CENTER ARRANGEMENT
GRANT ASSISTANCE**

2015 STRATEGIC PLAN

DEP AGREEMENT NO. S0663

STATE OF FLORIDA
HAZARDOUS WASTE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT
ASSISTANCE
PURSUANT TO LINE ITEM 1649 OF THE 2013-2014 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the MARION COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is 5601 SE 66th Street, Ocala, Florida 34480 (hereinafter referred to as "Grantee" or "Host County"), a unit of local government, to establish a hazardous waste cooperative collection center arrangement with the following Neighboring County: Sumter County (hereinafter referred to as the "Neighboring County/Counties") in accordance with Section 403.7265, Florida Statutes.

In consideration of the mutual benefits to be derived herefrom the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, Attachment A, Grant Work Plan, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Host County" are used interchangeably.
2. This Agreement shall begin upon execution by both parties and remain in effect until June 30, 2014, inclusive. However, all work under this Agreement must be completed no later than June 12, 2014.
3. A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$27,000.00 as further outlined below. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2013, through the completion date for work as identified above. Final reimbursement requests accompanied by documentation of services rendered shall be submitted no later than June 30, 2014, to assure the funding availability for final payment.
 - i. The Department shall, on a cost reimbursement basis, reimburse the Grantee for up to 75% for being a host local government in planning and conducting a hazardous waste collection in the Neighboring County/Counties, as identified in the Interlocal Agreements included as Attachment F, and Task 1 of Attachment A. The maximum amount established for this Task shall not exceed \$17,000.00 per Neighboring County identified in Attachment A.
 - ii. The Department shall, on a cost reimbursement basis, reimburse the Grantee up to a maximum of \$10,000.00 for hazardous waste collection center activities/upgrades in the Grantee County as outlined in Task 2 of Attachment A. The maximum amount established for this Task shall not exceed \$10,000.00 per Neighboring County identified in Attachment A.
 - iii. Prior written approval from the Department's Grant Manager shall be required for changes within approved task budget categories of up to 10% of the total task budget amount. The DEP Grant Manager will transmit a copy of the written approval and revised budget to the DEP Procurement Office and the DEP Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% of the total approved task budget will require a formal change order to the Agreement. Changes that transfer funds from one task to another or that increase or decrease the total funding amount will require a formal amendment to the Agreement.

- B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of the deliverables identified in **Attachment A** for each Neighboring County, in accordance with the schedule therein. Reimbursement shall be requested utilizing a separate **Attachment B, Payment Request Summary Form** for each Neighboring County. In addition to the Payment Request Summary Form, the Grantee must provide from its accounting system, a listing of expenditures per deliverable, charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- C. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment C, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. Each Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows:
- i. Salaries/Wages – List personnel involved, salary rates and hours/time spent on project in accordance with Attachment A, Grant Work Plan.
 - ii. Overhead/Indirect/General and Administrative Costs – All multipliers used (i.e., fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.
 - a. Fringe Benefits – Shall be calculated at the rate of 26.07% of direct salaries.
 - b. Indirect Cost – Shall not be reimbursed under this Agreement.
 - iii. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Additionally, independent of the Grantee's contract obligations to any Subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorneys' fees, civil or administrative penalties, handling fees, such as set percent overages associated with purchasing supplies or equipment. For fixed price (vendor) subcontracts, the following provisions shall apply:
 - a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.

- b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.
 - c. All subcontracts are subject to the provisions of paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.
 - iv. Travel – The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.
 - v. Equipment – (Capital outlay costing \$1,000 or more) – The Grantee will not be reimbursed for equipment under the terms and conditions of this Agreement.
 - vi. Rental/Lease of Equipment – Include copies of invoices or receipts to document charges.
 - vii. Other Expenses – e.g., Materials, supplies, non-excluded phone expenses, reproduction, mailing, and other expenses must be documented by itemizing and including copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to the subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorneys fees, civil or administrative penalties, handling fees, such as set percent overages associated with purchasing supplies or equipment.
- D. In addition to the invoicing requirements contained in paragraphs 3.B. and C. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.
- E.
- i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

- iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
5. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during each quarterly reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.
6.
 - A. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
 - B. The Grantee agrees to require all subcontractors to indemnify, defend, save and hold harmless the Department from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to any negligent act or failure to act by the subcontractor, its agents or employees.
7.
 - A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
 - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
8. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.
 - A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

- 9. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.
- 10. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- 11.
 - A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.
 - B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. Sample collection and chemical and biological analyses are not part of the Agreement Grant Work Plan, therefore a Quality Assurance Plan shall not be required for performance of services under the terms of this Agreement.
13.
 - A. The Grantee may not subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
 - B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
14. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
15. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
16. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.
17. The Department's Grant Manager for this Agreement is identified below.

Johanna Poston
Department of Environmental Protection
Bureau of Solid & Hazardous Waste
2600 Blair Stone Road, MS 4555
Tallahassee, Florida 32399-2400
Phone No.: (850) 245-8731
Fax No.: (850) 245-8811
Email: johnanna.poston@dep.state.fl.us

18. The Grantee's Grant Manager for this Agreement is identified below.


Larry Starkey
Marion County Solid Waste Department
5601 SE 66th Street
Ocala, Florida 34480
Phone No.: (352) 671-8487
Fax No.: (352) 671-8504
Email: larry.starkey@marioncountyfl.org

19. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
20. The Grantee shall ensure that its subcontractors secure and maintain such insurance as will protect it from claims under Workers' Compensation Acts; commercial general liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than \$1,000,000 combined single limit for bodily injury and property damage. The Grantee shall ensure that its subcontractor's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice to the Grantee.
21. The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.
22. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
23. Reimbursement for equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Project Agreement.
24. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
25.
 - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.
26. The Grantee is responsible for the professional quality, technical accuracy, and timely completion and coordination of all specifications, reports, and other services furnished by the Grantee under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its specifications, reports, and other services.
27. The Grantee shall be responsible for obtaining all applicable local, state, and federal permits.
28. Land acquisition is not authorized under the terms of this Agreement.

29. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
30. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

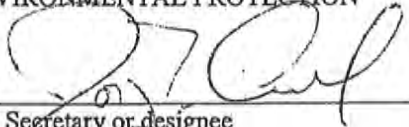
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

MARION COUNTY BOARD OF
COUNTY COMMISSIONERS

By: 
Title: Carl Zalak, III, Chairman

Date: March 4, 2014

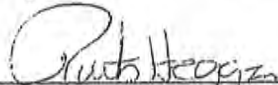
STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: 
Secretary or designee

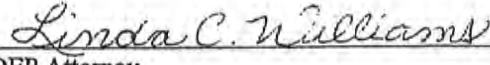
Date: 3/19/2014


Johanna Poston, DEP Grant Manager

FEID No.: 59-6000735


DEP Contracts Administrator

Approved as to form and legality:


DEP Attorney

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (4 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form and Instructions (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Interlocal Agreement (5 Pages)</u>

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ATTACHMENT A GRANT WORK PLAN

The Florida Department of Environmental Protection (Department) hereby provides funding to the Grantee to be the host local government in establishing a hazardous waste cooperative collection center arrangement with the Neighboring County, in accordance with:

1. Section 403.7265, Florida Statutes;
2. Any subsequent policies regarding local hazardous waste collection centers with the Department shall provide to the Grantee during the term of this Agreement; and,
3. The Interlocal Agreement (Attachment F), attached hereto and made a part hereof.

Any terms of the Agreement and Attachment A that vary from those contained in Attachment F, shall have precedence.

Grantee Responsibilities:

The Grantee shall act as a host local government for a hazardous waste collection in the Neighboring County identified in this Attachment. In order to act as a host local government, the Grantee is responsible for the following:

- having an established operational hazardous waste collection center that offers hazardous waste management services to households and conditionally exempt small quantity generators (CESQGs);
- developing and following an operational and contingency plan to ensure that waste is managed in a safe working environment to minimize the risk of injury, accidents, and spills; and that only waste generated by CESQGs and households is accepted at the center;
- ensuring that the hazardous waste collected at the Neighboring County event is delivered to either a recycling facility that operates in accordance with all applicable regulations, or a permitted treatment, storage or disposal facility; and,
- having and using an EPA identification number when shipping waste.

The Grantee shall be responsible for the completion of the following tasks under this Agreement:

Task 1 – Hazardous Waste Collection in Neighboring County

The Grantee, in accordance with the Interlocal Agreement, is responsible for planning and conducting a hazardous waste collection event in the Neighboring County identified in this Agreement. This shall include the completion of the following activities:

1. Establish a site in the Neighboring County for a mobile hazardous waste collection to be held no later than May 31, 2014.
2. Conduct an event that will offer households and conditionally exempt small quantity generators (CESQG) collection and proper management of their hazardous waste including Cathode Ray Tubes in TVs and computer monitors and other consumer electronics. Unacceptable materials include white goods (stoves, refrigerators, water heaters, dryers, etc.). The service will be free for households and a reduced fee for CESQGs.
3. Assist the Neighboring County with advertising the event and distributing public awareness information on proper hazardous waste management to local media, schools, agricultural agents, realtor associations, civic service organizations, and to Earth 911 via their website at www.Earth911.org.
4. Develop and follow an operational site-specific health and safety plan for the cooperative collection event to ensure that waste is managed in a safe working environment to minimize the risk of injury, accidents, and spills; and that only waste generated by CESQGs and households is accepted at the event.

5. Ensure that any electronics demanufacturing/recycling contractor used on a contractual or lot bid basis must meet the following minimum requirements used in the state electronics recycling contract. The contract is available at <http://www.dep.state.fl.us/waste/categories/electronics/pages/contract.htm> for reference.
 - a. Large Quantity Handler of Universal Waste Batteries notification (not necessary for demanufacturers/recyclers that handle only TVs)
 - b. Mercury-Containing Device Handler registration (not necessary for demanufacturers/recyclers that handle only TVs)
 - c. Insurance type (required) and limits (recommended)
 - Workers Compensation - legally required limits
 - Commercial General Liability - \$1,000,000/occurrence, \$2,000,000 aggregate
 - d. Hold Harmless Endorsement - holds county and state harmless
 - e. Documentation of end markets for equipment (monitors, TVs, CPUs, printers, phones, etc.), recovered components (chips, drives, circuit boards, batteries, etc.) and recovered materials (ferrous metal, nonferrous metal, cones, leaded glass, plastic, etc.). The list of equipment or materials for which end markets shall be documented will depend on the level of demanufacturing involved. For example, if a TV is being sold as is for repair, documentation of recovered components of materials will not be required. Documentation may be in the form of (1) letters of agreements/contracts on subcontractor letterhead; (2) copies of agreements/contracts indicating scope of agreement, dates and signatures; or (3) sworn affidavit from contractor on contractor letterhead. Such documentation shall specify the specific materials involved, time period for which agreement or affidavit is valid, and a general description of the material disposition (precious metal recovery, sale to repair facility, resale to public, secondary lead smelter, etc.). If materials are being exported, documentation must indicate that the materials are being bought by the importer for a reasonable, commercial value, that is, for more than a token value.
6. Have one or more staff on-site during the collection.
7. Collect from the Neighboring County the remaining 25% of the total cost of the hazardous waste collection, unless the Grantee has made arrangements with the Neighboring County to be responsible for these expenses in the Interlocal Agreement, and any additional funds necessary to equal the total cost of the collection should it exceed the total funding available under this Agreement.
8. Pay its hazardous waste management company for the transportation and proper disposal of the hazardous waste.
9. Reuse or recycle collected latex paint to the extent possible.
10. The Grantee, in accordance with the Interlocal Agreement, Attachment F, shall require the Neighboring County to be responsible for:
 - a. Establishing a site for its mobile hazardous waste collection to be held no later than May 31, 2014.
 - b. Guaranteeing funding for payment of 25% of its total collection cost to the Grantee unless otherwise agreed upon as evidenced in the Interlocal Agreement.
 - c. Providing funding for any additional costs, which exceed the Department's maximum reimbursement for 75% of the total collection cost, with such payment due the Grantee within a specified time frame.
 - d. Establishing a local project manager to work with the Grantee to publicize the collection event and to prepare and distribute public awareness information on proper hazardous waste management.

This information shall be distributed to the local media, schools, agricultural agents, local realtor associations, civic service organizations, and to Earth 911 via their website at www.Earth911.org.

- e. Attending the collection and assisting the Grantee in overseeing the paperwork at the close of the collection.

11. The Grantee shall perform the above activities in Sumter County.

Timeline: Task 1 must be completed no later than May 31, 2014.

Maximum Cost: \$17,000.00

Budget by Category:

Salaries: \$927.28:

Medium Equipment Operator: $(\$18.63/\text{hr})(10 \text{ hrs})(75\%) = \139.72

Hazardous Waste Specialist: $(\$18.51/\text{hr})(10 \text{ hrs})(75\%) = \138.82

Hazardous Waste Specialist: $(\$21.81/\text{hr})(10 \text{ hrs})(75\%) = \163.57

Hazardous Waste Specialist: $(\$15.80/\text{hr})(20 \text{ hrs})(75\%) = \237.00

Disposal Supervisor: $(\$22.06/\text{hr})(15 \text{ hrs})(75\%) = \248.17

Fringe Benefits: \$241.74: calculated at 26.07% of salaries

Supplies: \$393.75: for HHW collection and management supplies, gloves, glasses, etc.

Contractual Services: \$15,155.98: for collection, processing, and disposal of HHW and event advertising

Miscellaneous: \$281.25: for fuel for event equipment

The Grantee may submit a Payment Request Summary Form to the Department for reimbursement of up to 75% of the Neighboring County's collection costs, not to exceed the maximum amounts listed above for the approved costs shown above. In addition to the Summary Form, the Grantee must provide from its accounting system, a listing of expenditures per deliverable, charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name.

Prior written approval from the Department's Grant Manager shall be required for changes within approved task budget categories of up to 10% of the total task budget amount. The DEP Grant Manager will transmit a copy of the written approval and revised budget to the DEP Procurement Office and the DEP Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% of the total approved task budget will require a formal change order to the Agreement. Changes that transfer funds from one task to another or that increase or decrease the total funding amount will require a formal amendment to the Agreement.

Deliverable: The Grantee shall provide an event report to the Department detailing work completed, problems encountered and problem resolution for the required event. The event report shall also include the date, time, and location of the collection event(s), the types and amounts of waste collected, the final destination of such waste, type and number of participants served, and other information that may be asked for by the Department. The event report shall be submitted no later than sixty (60) days after the event.

In addition, the Grantee shall provide documentation of the occurrence of the Neighboring County's collection in the form of newspaper coverage or advertisement of the collection with the date and title of the publication included in the clipping. In addition to the newspaper clippings, pictures of the event with exposure dates may also be submitted.

Performance Standard: The deliverable will be reviewed by the Department Grant Manager to verify the events were properly conducted.

NOTE: A PAYMENT REQUEST SUMMARY FORM, ALONG WITH THE DELIVERABLES MUST BE SUBMITTED FOR EACH NEIGHBORING COUNTY.

Task 2 – Host County Activities

The Grantee, may utilize the \$10,000.00 host county allocation on a cost reimbursement basis for hazardous waste collection center activities/upgrades in the Grantee County. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2013 through the completion date identified in paragraph 2 of this Agreement. Work for the following activities will be allowed:

- Collection center improvement costs;
- Hazardous waste collection operational costs;
- Hazardous waste management and disposal costs from its own county's program;
- Small quantity generator annual verification program costs;
- Educational and promotion costs for information about prevention and proper management of household hazardous waste; and,
- Funding to share in each Neighboring County's collection commitment.

Timeline: Must be completed no later than June 12, 2014.

Maximum Cost: \$10,000.00

Budget by Category:

Contractual: \$10,000.00 (collection, processing, and disposal of HHW)

The \$10,000.00 reimbursement eligible to the host county for hosting the neighboring county event cannot be used for the 75% neighboring collection event reimbursement. The Department reserves the right to provide written consent for the Grantee to utilize expenditure categories other than those identified in this Attachment. Written consent must be obtained from the Department's Grant Manager prior to the Grantee using the expenditure for categories not identified in this Attachment. Approval will be in the form of an executed amendment to this Agreement.

Upon completion of the hazardous waste collection in the Neighboring County, and of the Grantee's Host County Activities, the Grantee may request reimbursement of up to \$10,000.00. Funds for the Host County cannot exceed \$10,000.00 for this task as previously identified.

Deliverable: The Grantee shall provide documentation of each hazardous waste center activity in the form of a list and description of grant expenditures and copies of paid invoices. Photographs of supplies and equipment may also be submitted as well as other information requested by the Department Grant Manager.

Performance Standard: The deliverable will be reviewed by the Department Grant Manager to verify that authorized activities were properly conducted.

Final Report Requirements

In an effort to conserve and recycle natural resources, the Grantee shall submit the final report and payment request form generated under this Agreement electronically or on recycled paper, double-sided copies preferred.

The Grantee agrees to provide a copy of any draft report and/or final report to the Department for review and approval before making, or allowing to be made, a press release, publication, or other public announcement of the project findings. This requirement shall not be construed as a limitation upon the provisions of Chapter 119, Florida Statutes.

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**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

Grantee: _____

Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No.: _____

DEP Agreement No.: _____

Date Of Request: _____

Neighboring
County: _____

Amount Requested:\$ _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS
Neighboring County Collection	<i>75% of total cost</i>	
Salaries	\$	\$
Fringe Benefits	\$	\$
Contractual Services	\$	\$
Supplies	\$	\$
Miscellaneous	\$	\$
Travel	\$N/A	\$N/A
Host County Allocation	<i>Up to \$10K/county</i>	
Salaries	\$N/A	\$N/A
Fringe Benefits	\$N/A	\$N/A
Contractual Services	\$	\$
Supplies	\$N/A	\$N/A
Miscellaneous	\$N/A	\$N/A
Travel (if authorized)	\$N/A	\$N/A
Equipment (if authorized)	\$N/A	\$N/A
TOTAL AMOUNT	\$	\$
AGREEMENT AMOUNT	\$	
Less Total Cumulative Payments of:	\$	
TOTAL REMAINING IN GRANT	\$	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

_____	_____
Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
_____	_____
Print Name	Print Name
_____	_____
Telephone Number	Telephone Number

**INSTRUCTIONS FOR COMPLETING
ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

GRANTEE: Enter the name of the Grantee's agency.

MAILING ADDRESS: Enter the address that you want the state warrant mailed to.

DEP AGREEMENT NO.: This is the number identified on the first page of this Agreement.

DATE OF REQUEST: This is the date you are submitting the request.

AMOUNT REQUESTED: This should match the amount on the "*TOTAL AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in this Agreement.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

NEIGHBORING COUNTY: A separate Payment Request Summary Form must be submitted for each neighboring county under this Agreement, identify the neighboring county for this payment request.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for the deliverable for which you are requesting reimbursement. This must agree with the budget category as in the currently approved budget in the current Grant Work Plan of this Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the Agreement on the "*AGREEMENT AMOUNT*" line. Enter the total cumulative amount of this request and all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*AGREEMENT AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN GRANT*" line.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts that have been claimed to date for reimbursement by budget category. The final report should show the total of all payments; first through the final payment (this amount cannot exceed the approved budget amount for that budget category). Enter the column total on the "*TOTALS*" line. Do not enter anything in the shaded areas.

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

ATTACHMENT C

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	S0663		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Quarterly Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments to date; a comparison of actual accomplishments to for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task and attach copies of any deliverables being submitted for the project for this reporting period (Deliverables should be labeled by task and deliverable number as identified in the Grant Work Plan).</p> <p>NOTE: The progress identified in this report should agree with the payment request. Use as many pages as necessary to cover all tasks/deliverables in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p> <p>Deliverables being submitted:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. S0663 and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:

Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Water Quality Assurance Trust Fund, Line Item 1649	FY2013-2014	37.007	Cooperative Collection Center Grant	\$27,000.00	050840

Total Award					\$27,000.00
--------------------	--	--	--	--	--------------------

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.flids.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



**MARION COUNTY
SOLID WASTE**

**APPENDIX "E"
AGREEMENTS**

**FLORIDA CENTRAL RAILROAD, INC.
AND
MARION COUNTY BASELINE LANDFILL**

TRANSFER STATION LICENSE AGREEMENT

2015 STRATEGIC PLAN



Arkansas Midland Railroad
Florida Central Railroad
Florida Midland Railroad
Florida Northern Railroad
Pioneer Valley Railroad
Railroad Distribution Services

December 2, 2002

Jones Edmunds & Associates, Inc./JEA
ATTN: Mark Hadlock, P.E., Project Manager
730 NE Waldo Road, Bldg. A
Gainesville, FL 32641

Re: Contract #MARI-N56-003
Marion County Baseline Landfill Solid Waste Transfer Station
300' North of Milepost 776
JEA Project Number: 13150-048-01

Dear Mr. Hadlock:

Enclosed herewith is a fully executed License Agreement for Florida Central Railroad and Marion County.

Very truly yours,
Florida Central Railroad Co., Inc.

Bernard L. Mac Arthur, J.D.
Contracts Manager

BLM:ds

cc: B. Biscan, Vice Pres. & Gen. Mgr. - FCR

Enclosure

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of this 8th day of May, 2001 by and between **FLORIDA CENTRAL RAILROAD COMPANY, INC.**, a Florida corporation, (hereinafter referred to as "Railroad") and the **MARION COUNTY**, a political subdivision of the State of Florida, (hereinafter referred to as "User"), hereinafter collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, User, for the economical and convenient conduct of User's business, desires to obtain from Railroad a privilege to use a portion of Railroad's right-of-way as defined below, without establishing, claiming, or possessing any estate or interest therein, (hereinafter a "License"), for the benefit of User, and

WHEREAS, Railroad has the right, power and authority to enter into this License pursuant to a lease agreement with CSX Transportation, Inc.; and

WHEREAS, User desires to construct and maintain an underground cable pipe conveying communication signals (hereinafter the "Pipe") within the License area, hereinafter defined below.

NOW, THEREFORE, Railroad, in consideration of a Two Hundred Dollar (\$200) application fee paid by User and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto User, its successors and assigns, a License, with authority to enter upon, construct and maintain, pursuant to this License, a Pipe, as described above, across the following described lands, situated, lying in and being in Ocala, Marion County, Florida to wit:

300' North of Milepost 776

as described and shown on Exhibits A and B attached hereto and incorporated herein by reference, hereinafter referred to as the "License Area," for a length of time specified in **Paragraph 6** below, but in any event not to exceed the term of the lease of property by CSX Transportation, Inc. to Railroad.

The Parties agree that this License is subject to the following terms and conditions:

1. **REFERENCE TO PROPERTY OWNER**
This License shall be subject to the terms and conditions of that certain lease agreement between Florida Central Railroad Company, Inc. and CSX Transportation, Inc., a memorandum of which is recorded in the public records of Marion County.
2. **STATUS OF SUBCONTRACTORS**
For purposes of this agreement, all references to User shall include User, its contractors, subcontractors, agents, officers, employees and others acting under its or their authority. All references to Railroad shall include Railroad, its parent, other subsidiaries, all of their officers, employees, invitees, agents, contractors, sub-contractors and all others acting under its or their authority.

3. USE
User shall use the Pipe that is the subject of this Agreement for the transmission of communication signals only, and any other purpose or use is not permitted. Regardless, User agrees that this License shall not be used in any way that will inhibit the use of the License Area by Railroad, its successors or assigns.
4. CONDUCT OF WORK
All work connected with the construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of the said Pipe shall be undertaken within the License Area. However, no such work shall be performed without prior written notice to, and approval of, Railroad's General Manager. Any and all work shall be performed in a manner satisfactory to the Railroad. All work shall be performed at times and in a manner that shall least affect the reasonable operation of the business of Railroad.
5. ANNUAL FEE
User shall pay to Railroad for this License, an annual rental fee of **Eight Hundred Dollars (\$800), plus sales tax if applicable**. The rental fee shall be payable in advance in annual payments on the anniversary date of this License for as long as this License remains in force and effect. It is distinctly understood and agreed that Railroad reserves the right to increase such fee annually in proportion to the increase in the Consumer Price Index as published by the United States Department of Labor, Bureau of Labor Statistics issued in December preceding each anniversary date of this Agreement over such Index issued in the preceding December. In the event User fails to make the aforesaid annual payment, User shall be considered to be in default, and this License shall cease, be null and void and of no further force or effect, and the pipes, wires or facilities installed shall become the property of Railroad but only after written notice from Railroad of User's default and the passage of a thirty (30) day opportunity to cure such default.
6. TERM
The term of this Agreement shall run for a period of one (1) year from the above date. Thereafter, this Agreement shall automatically renew for successive one-year periods unless or until it is terminated as provided below.
7. TERMINATION
Railroad or User may terminate this agreement by giving to the other party thirty (30) days advance written notice of its intention to so terminate. In the event of termination, User shall render the Pipe useless and harmless by filling it with grout, concrete or other similar material, within thirty (30) days after termination of this License. Upon failure to do so, Railroad may, at any time thereafter, remove the Pipe, wire or facility and repair the said premises at the sole expense, cost and liability of User.
8. GOVERNMENT REQUIREMENTS
Installation of the Pipe pursuant to this License agreement shall be performed in accordance with all appropriate governmental and administrative requirements for the use(s) for which such Pipe is to be maintained.
9. RAILROAD REGULATIONS
User agrees that it shall observe and obey all regulations of Railroad respecting the use of the License and the License Area and all appropriate regulations of governmental bodies and administrative agencies applicable to said use.

10. NON-PERMANENT LOCATION

User recognizes that it may be in the best interest of Railroad to move the Pipe to other areas within Railroad's property, and therefore, User agrees, at User's cost and expense, to move or relocate the said Pipe at the reasonable request of Railroad. User hereby agrees to effectuate and perform such move expeditiously and within reasonable constraints of time.

11. RISK, LIABILITY, INDEMNITY

11.1 As limited by Florida law, User shall defend, indemnify and save Railroad harmless, from and against, any and all liability, loss, claim, suit, damage, charge, or expense which Railroad may suffer, sustain, incur or in any way be subjected to, on account of death of, or injury to, any person whomsoever (including officers, agents, employees or invitees of Railroad) and for damage to or loss of or destruction of any property whatsoever, arising out of, or resulting from, or in any way connected with, the construction, repair, maintenance, replacement, operation, use, or removal of User's Pipe, or any structure in connection therewith, or restoration of the License Area to good order or condition.

11.2. Use of Railroad's right of way involves certain risks of loss or damage as a result of Railroad's operations. User expressly assumes all risk of loss and damage to User's property or pipeline, in, on, over or under the License Area, including loss of, or any interference with use thereof, regardless of cause, including derailment, arising out of Railroad's operations. For this section, User's property shall include Pipe contents as well as property of third parties situated or placed upon Railroad's right of way by User or by such third parties at the request of or for the benefit of User.

11.3 User also expressly assumes all risk of loss to User that may result from User's failure to maintain either the pipeline or the required depth and encasement for the pipeline.

11.4 User assumes all responsibility for, and as limited by Florida Law, agrees to defend, indemnify and hold Railroad harmless from (a) all claims, costs and expenses, including reasonable attorneys' fees as a consequence of any pollution of air, water, land and/or ground water on or off the License Area, arising from, or in connection with, the use of this License Area by User or resulting from the leaking, bursting, spilling, or escape of the material transmitted in or through User's Pipe; (b) any claim or liability arising under federal or state law dealing with pollution of air, water, land, and/or ground water arising from User's Pipe; and (c) any subsidence or failure of lateral or subjacent support of Railroad's tracks proximately caused by User's Pipe.

11.5 Obligations of User hereunder to defend, indemnify and hold Railroad harmless shall also extend to successors and assigns of Railroad, its parent and subsidiaries and its/their respective officers, agents and employees.

11.6 If a claim is made or action is brought against either party, for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such claim or action.

11.7 Nothing in this Agreement shall require User to indemnify Railroad or its other legal entities, subsidiaries or affiliates, or hold them harmless from their own acts, omissions, or willful misconduct.

11.8 All of the provisions in this section shall be subject to Florida Statute, 768.28 and user specifically does not waive sovereign immunity or any other rights or defenses allowed by law.

12. INSURANCE

User or any of its agents agrees to obtain the following insurance for Railroad's protection:

- (a) General liability insurance in the amount of Two Million Dollars (\$2,000,000);
- (b) Contractual liability in the amount of Two Million Dollars (\$2,000,000);
- (c) Worker's compensation, statutory limits or greater;
- (d) Automobile liability, One Million Dollars (\$1,000,000); and
- (e) Railroad Protective Liability with bodily injury protection of Two Million Dollars (\$2,000,000) and property damage of Two Million Dollars (\$2,000,000).

If User is self-insured, it must provide Railroad with evidence of its being self-insured in those amounts sufficient to satisfy Railroad, in Railroad's sole and exclusive discretion.

All such insurance shall name Railroad as an additional insured.

In lieu of User obtaining railroad protective liability insurance during construction or required periods of maintenance, User may pay to Railroad the sum of Seven Hundred Fifty Dollars (\$750) to be included in Railroad's blanket railroad protective liability insurance policy. The insurance shall name Marion County as an additional insured.

13. NOTICES

All notices on the part of User to Railroad shall be given in writing to the General Manager, **FLORIDA CENTRAL RAILROAD COMPANY, INC.**, P. O. Box 967, Plymouth, FL 32768.

All notices on the part of Railroad to User shall be given in writing to the **MARION COUNTY**, Marion County Solid Waste Department 5601 SE 66th Street, Ocala, FL 34480, with a copy to Marion County Administrator, 601 SE 25th Avenue, Ocala, Florida 34471.

14. COSTS AND ATTORNEYS FEES

In the event either party is required to retain the services of attorneys, other professionals or persons in order protect itself from any liabilities or obligations that may accrue from this Agreement, the prevailing party shall be able to collect from the other party all such attorney's fees, professional fees and costs so incurred, including but not limited to, said attorney's fees and costs for litigation and appeals thereof.

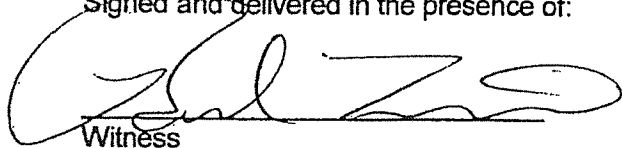
15. NO WARRANTIES

This License is herein granted without any warranty, express or implied, and User hereby agrees that no damages shall be recoverable from Railroad because of any dispossession of User or because of any failure of, defect in, cancellation of, or termination of, Railroad's property interest in the License Area.

16. ASSIGNMENT
No assignment of rights or privileges hereunder by User shall be valid unless the written consent of Railroad is first obtained. However, notwithstanding this provision, User may assign this agreement to a parent, affiliate, or subsidiary company upon reasonable advance prior written notice and documentation satisfactory to Railroad that the assignee has assumed the obligations of the Agreement.
17. FUTURE PARTIES
This License shall inure to the benefit of and be binding upon the Parties hereto and their respective, heirs, legal representatives, successors and, in the case of the User, its permitted assigns.
18. REMEDIES
The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any party may be lawfully entitled. The failure of any party to insist upon the strict performance of a covenant hereunder or any obligation hereunder, shall not be a waiver of such party's right to demand strict compliance therewith in the future.
19. CAPTIONS
All titles or captions are inserted for convenience only and they in no way shall be construed to define, limit or describe the scope of this Agreement or any provision thereof.
20. SEVERABILITY
If any clause or provision of this Agreement shall be deemed to be invalid or unenforceable under present or future laws, then, in that, event it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby.
21. CHOICE OF LAW
This instrument is being delivered and is intended to be performed in the state of Florida and shall be construed and enforced in accordance with the laws of that state. Any aggrieved party may proceed to enforce its rights in the appropriate action at law or in equity. Venue for all suits arising out of this instrument shall lie exclusively in the Courts of Florida. By execution or adoption of this agreement, each party hereby submits itself to the in personam jurisdiction of the Courts of Florida.

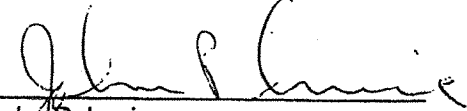
IN WITNESS WHEREOF, the Parties have executed this Agreement, in triplicate, as of the day, month and year first written above.

Signed and delivered in the presence of:

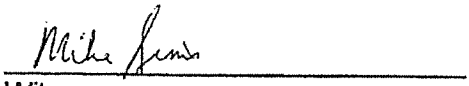


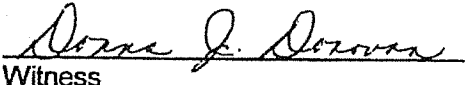
Witness
Print Name:

FLORIDA CENTRAL RAILROAD COMPANY, INC.

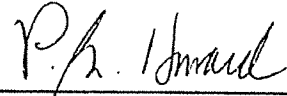
By: 
John P. Levine
President

Witness
Print Name:


Witness
Print Name: Mike Sims


Witness
Print Name: DONNA J. DONOVAN

MARION COUNTY,

By: 
Patrick Howard
Marion County Administrator

To: Bernie
3 Pages
Jones
Edmunds &
Associates, Inc.
CONSULTING ENGINEERS AND SCIENTISTS
JEA

MARIN56 - 003

SEP 30 2002

September 27, 2002

Ms. Judy Robinson
Florida Central/Midland/Northern Railroad
3001 Orange Avenue
Plymouth, Florida 32768

RE: Marion County Solid Waste Transfer Station
Signalization Plans
Section 36009 - State Road 35 at SE 66th Street
Marion County - M.P. 4.152
JEA Project Number: 13150-048-01

Dear Ms Robinson:

Jones, Edmunds & Associates, Inc. (JEA), as the engineer of record for the design of the Marion County Baseline Landfill Solid Waste Transfer Station (MCSWTS), respectfully submits the attached application form (Attachment 1), figures (Attachment 2), and application fee (Check 318639, \$200.00) for the proposed installation of a loop detector cable line under the railroad tracks located approximately 250 feet north of SE 66th Street on SR 35 (Baseline Road) in Ocala, Marion County, Florida. The proposed MCSWTS project includes construction of a transfer station on the Baseline Landfill property as well as roadway improvements to SE 66th Street and signalization of the intersection of SE 66th Street and Baseline Road. Signalization includes installation of loop detectors for the southbound lane on Baseline Road, one of which will be installed north of the railroad tracks, thus requiring an underground crossing of the tracks. The underground crossing will be accomplished by performing a guided horizontal boring and installation of a 2" diameter High Density Polyethylene (HDPE) conduit to encase the loop detector cable. Please see Attachment 2 for location of the underground crossing and details of the conduit.

Construction of this project is expected to begin in December 2002. Your help and cooperation in expediting the approval of this permit application is greatly appreciated. If you have any comments or concerns, please feel free to call Mickey Pollman or me at 352/377-5821.

Sincerely,

M Pollman for

Mark Hadlock, P.E.
Project Manager

Attachment 1 - Application for Cable Line Crossing/Parallelism Under/over Properties and Tracks
Attachment 2 - Figures

xc: Allen F. Ellison, Marion County Solid Waste Administrator
Larry Freimuth, FDOT
Mounir Bouyounes, Marion County Engineering
Mickey Pollman, JEA

* orig
Sent
10/3/02
J

ACCOUNT	PURCHASE ORDER NUMBER	INVOICE NUMBER	AMOUNT	DESCRIPTION
4230	563101	RR XING	200.00 SWD	

MARI-N 56-003

App. fee for Loop detection (conductor)
SEP 30 2002

011203 FLORIDA CENTRAL RAILROAD

09/26/2002



⑈00318639⑈ ⑆063100727⑆ 0072000166286⑈

FLORIDA CENTRAL RAILROAD
 FLORIDA MIDLAND RAILROAD
 FLORIDA NORTHERN RAILROAD
**APPLICATION FOR CABLE LINE CROSSING/PARALLELISM UNDER/OVER
 PROPERTIES AND TRACKS**

Plans for proposed installation shall be submitted to and meet the approval of the Railroad Company before construction is begun. Material and installation are to be in strict accordance with specifications of the National Electrical Safety Code, current edition, and requirement of The Florida Central/Midland/Northern Railroads. Original and three (3) copies of this form shall be submitted, and accompanied by three (3) letter size prints of a drawing showing plan elevation section of crossing from field survey, location in respect to Mile Post, width of Railroad's right of way, location of adjacent structures affecting crossing. An application fee of \$200.00 should accompany this application.


1. Correct name of applicant Allen Elison, Marion County Solid Waste Administrator
2. Phone: (352) 245-4584
3. Post Office Address 5601 SE 66th Street, Ocala, Florida 34480
4. Partnership – Name and initials all partners, women given and surnames before marriage and present N/A
5. If incorporated, name and state in which incorporated N/A
6. Proposed Loop Detector Conduit line crossing will be located between N/A and N/A Railroad stations 300 feet North MP No. 4.152 VS (SE 66th Street) / SR 35 → M.P. 776
7. Angle between center line of right of way and wire line will be 37.5 degrees.
8. Number of RR tracks to be crossed 1 number of pole lines to be crossed N/A
 Alternating current _____ Voltage 24 No. Phases 1 Shielded cable AWG #14.
9. Direct current _____ Voltage _____ Amperes.
10. Height of wire above top of rail at 60 degrees _____ feet. Seg. in spans of 60 degrees _____ feet. N/A
11. Maximum voltage _____ Maximum _____ N/A
12. Maximum fault to ground current _____. Height of wire supports above ground level _____. N/A
13. Materials (Encasement) 2-inch High Density Polyethylene (HDPE)
14. Outside diameter _____ 2-inches
15. Wall Thickness _____ Per industry standards, minimum 0.2 inch
16. Total length within RR right of way _____ ~70 feet
17. Bury: Base of rail to top of casing _____ Minimum 3-feet (See Figure 2)
18. Bury: Not beneath tracks _____ See Figure 2
19. Bury: Roadway ditches _____ N/A
20. Conductors (a) No. 1 (b) AWD gauge 14 (c) material copper – twisted shielded pair.

OK
 M. Elison

21. Type of wire supports _____ Size _____ False dead ends N/A.
22. Number of poles to be located on railroads right of way N/A
23. Distance from butt of pole to nearest rail on main track _ft.N/A
24. Distance from butt of pole to nearest rail of sidetrack _ ft.N/A
25. If additional wire line attachments or revision are to be made to existing crossing, please advice of date of agreement Yes
26. Will line be exclusively serve patron of RR No
27. Will this line run parallel or approximately parallel railroad company tracks anywhere? No.
28. Will line be located in public road right of way? Yes If so, give name and road number SR 35 (Baseline Road) See Figure 1.

If application is approved, applicant agrees to reimburse the Railroad for any cost incurred by the railroad incident to installation, maintenance, and/or supervision necessitated by this pipeline installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation. Should open cut installation be required a non-refundable charge of \$200 will be required to resurface tracks.

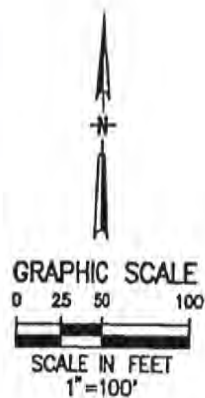
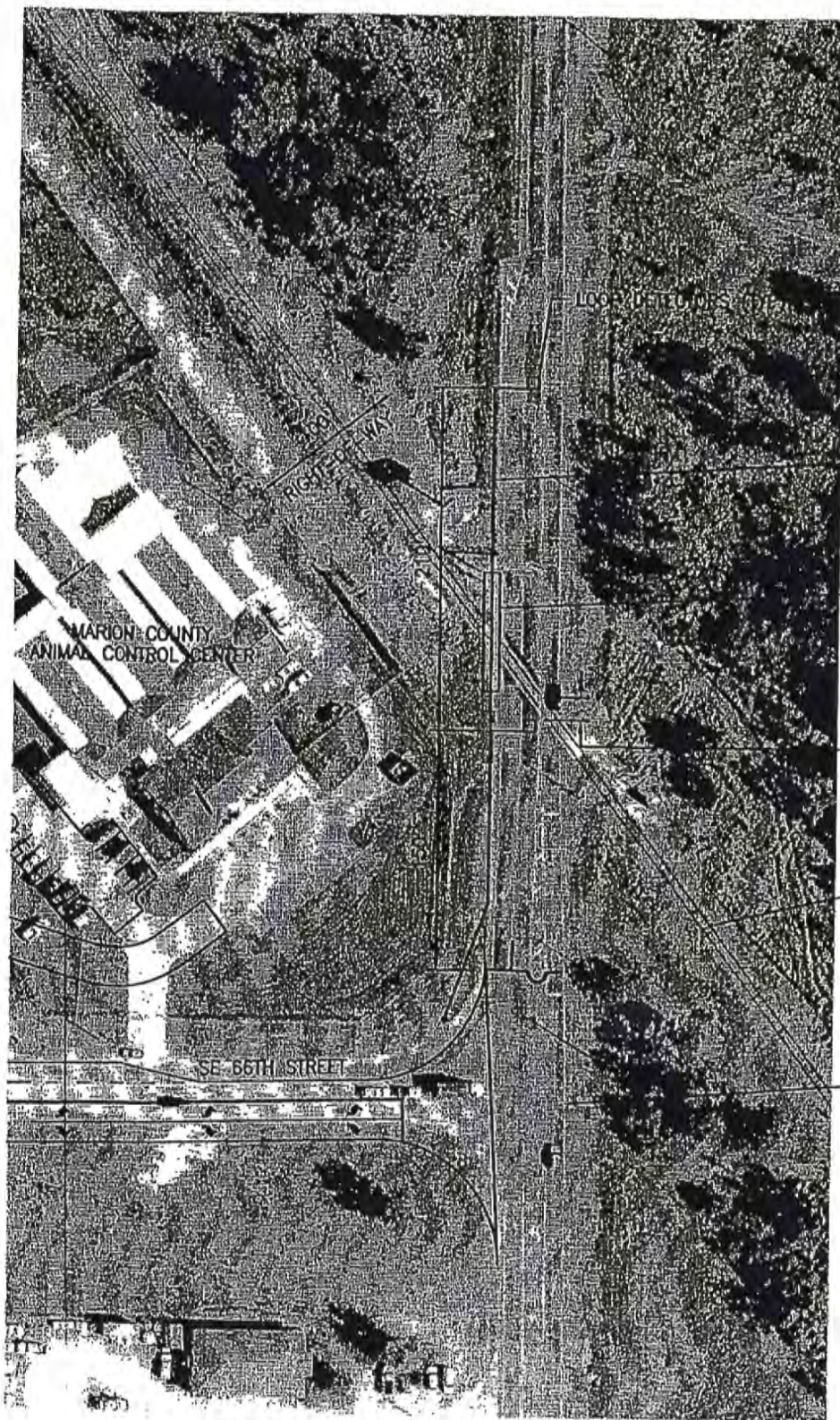
Allen Ellison
Marion County Solid Waste Administrator



Signature and Title of Officer Signing
Application

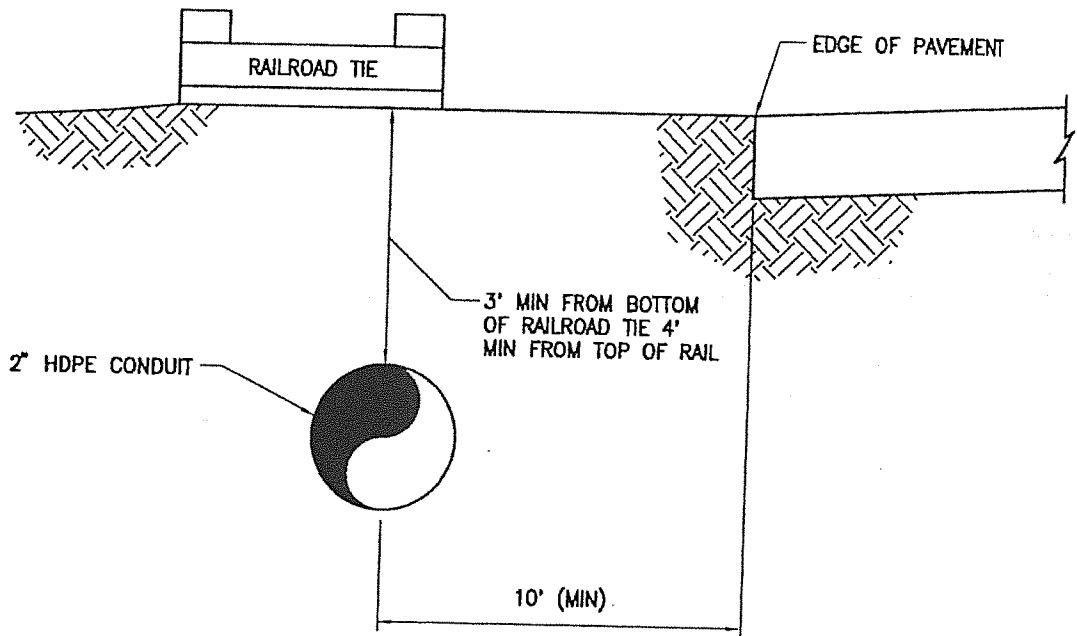
September 25, 2002
Date

IN THE EVENT LITIGATION ARISES OUT OF OR IN CONNECTION WITH THIS APPLICATION, THE APPLICANT SHALL BE RESPONSIBLE FOR, AND AGREES TO PAY, ALL ATTORNEY'S FEES AND COSTS INCURRED BY THE FLORIDA CENTRAL/MIDLAND/NORTHERN RAILROADS.



- 2" HDPE CONDUIT
- GUIDED BORING UNDER RAILROAD (SEE DETAIL ON FIGURE 2)
- 15' (MIN) FROM CENTER LINE OF RAILROAD
- FLORIDA CENTRAL/MIDLAND/NORTHERN RAILROAD
- SR 35 (BASELINE ROAD) SIGNALIZATION OF INTERSECTION M.P. 4.152

FIGURE 1 - Aerial Photo
 Application for Crossing Under Properties and Tracks
 Florida Central/Midland/Northern Railroad



SECTION
NTS

FIGURE 2 - HDPE Conduit Detail
Application for Crossing Under Properties and Tracks
Florida Central/Midland/Northern Railroad

**MARION COUNTY SOLID WASTE DEPARTMENT
 BASELINE SOLID WASTE FACILITY PERMITS**

09/23/2014

Permit Description	Permit Number	WACS #	Issue Date	Renewal Due Date	Expiration Date
Baseline Landfill	SO42-0103935-015	20906	03/05/2014	01/24/2024	03/02/2024
Baseline Landfill Title V Air Operation Permit Landfill Flare & G2 Power Plant	SO42-0830124-010-AV	20906	05/31/2011	10/19/2015	05/31/2016
Baseline Landfill Transfer Station General Permit	SO42-0103935-014	20906	10/08/2012		10/05/2017
MC B-line Landfill Transfer Station/Closed Loop Recycle System Industrial Wastewater Facility Permit	42-FLA349283		10/06/2014		10/05/2019
B-line LF, Urban (North) Cell Closure Permit	SF42-0103935-008	20906	06/23/2006	03/25/2016	05/25/2016

LANDFILL GAS RIGHTS AGREEMENT

This **Landfill Gas Rights Agreement** ("Agreement"), dated September 18, 2007, is made and entered into between G2 Energy (Marion), LLC, a Florida Limited Liability Company, possessing FEIN 20-263766 and the Marion County Board of County Commissioners of Marion County, Florida, a municipal body politic.

SECTION I – DEFINITIONS

Unless the context indicates otherwise, as used herein, the terms set forth below shall be defined as follows:

A. "Buyer" means the party or parties to which Contractor will sell electric power pursuant to one or more Power Purchase Agreement(s).

B. "Commercial Operation Date" means the date that Contractor has produced 3.2 Mega Watts of electrical power for five (5) consecutive days.

C. "Commercial Quantities" means Landfill Gas extracted from such quantities and of such quality that it is economically viable and profitable for Contractor to use the Landfill Gas to generate electric power pursuant to one or more Power Purchase Agreement(s).

D. "Condensate" means the liquid formed from the condensing of the vapors that occur during the collecting, transporting and processing of Landfill Gas.

E. "Contractor" means G2 Energy (Marion), LLC, its successors and assigns.

F. "County" means The Board of County Commission of Marion County, Florida, its successors and assigns.

G. "Delivery Point" means the point where Landfill Gas ownership transfers from the County to the Contractor. The transfer takes place at a piping connection and flow meter adjacent to the existing flare station, which shall be the "Delivery Point" for purposes of this Agreement. See Exhibit A for a diagram of the location of the Delivery Point. The flow meter will be owned by the Contractor and calibrated in accordance with the Manufacturer's recommendation, however, no less than on an annual basis, by an independent testing laboratory approved by the County. The calibration report shall be signed and sealed by a professional engineer registered in the State of Florida.

H. "Environmental Laws" means any and all applicable federal, state, county, municipal and local laws, statutes, rules, regulations, ordinances, codes, restrictions, permitting requirements, licensing requirements and any other governmental requirements or obligations of any kind or nature relating to (i) environmental pollution, contamination or other impairment of any kind or nature, (ii) the construction, installation, repair, maintenance or operation of the Gas Collection System and/or (iii) any hazardous waste or other toxic substances of any nature, whether liquid, solid and/or gaseous, including, without limitation, smoke, vapor, fumes, soot, radiation, acids, alkalis, chemicals, wastes, by-products and recycled materials. These

Environmental Laws shall include, but not be limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility Cleanup and Liability Act of 1980, all as amended from time to time, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Commission, regulations of any state department of natural resources or state environmental protection agency now or at any time hereafter in effect and all applicable local ordinances, rules, regulations and permitting or licensing requirements. This definition shall not be interpreted to include the laws relating primarily to health and safety such as the Occupational Safety & Health Administration and similar state laws.

I. "Director" means the Marion County Solid Waste Department Director.

J. "Flare" means the equipment for the burning of Landfill Gas.

K. "Force Majeure" means an act of God; winds, tornadoes, landslides, epidemic, lightning, earthquake, fire, explosion, storm, hurricane, flood, or similar occurrence; strikes, lock-outs or other industrial disturbances; an act of a public enemy, blockade, insurrection, riots, general arrest, or restraint of government and people, civil disturbance or similar occurrence; acts, failures to act or orders of any kind of any governmental authorities; military action; war, whether or not it is declared; sabotage; equipment breakdowns; inability to procure materials or services or any other cause or event not reasonably within the control of the party claiming Force Majeure other than the financial inability of such party caused by factors other than any of the foregoing act or events. An event that satisfies the above definition but which occurs under a Power Purchase Agreement shall also be a Force Majeure under this Agreement.

L. "Gas Collection System" means the network of recovery wells and interconnecting pipes together with attendant valves, pumps, monitoring devices and other extraction related equipment installed for the purpose of extracting and recovering Landfill Gas at the Landfill, including, without limitation, any expansion area at the Landfill.

M. "Generating Station" means any and all machinery, equipment, fixtures, buildings, engines, drives and parking areas owned or leased by Contractor necessary or incidental to the production, processing, consumption, use or transmission of Landfill Gas or electric energy. The Generating Station shall also include the equipment necessary to compress and deliver the Landfill Gas to the electric generating equipment, the Flare and the electrical and/or gas transmission lines located on the right-of-way, if any.

N. "Hazardous Material" means any hazardous or toxic substance, material, or waste, which is or becomes regulated by any governmental authority, whether local, state or federal. The term Hazardous Material includes, without limitation, any material or substance which is (1) designated as a "hazardous substance" pursuant to Section 331 of the federal Water Pollution Control Act (33 U.S.C. Section 1151 et seq.), (2) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6903 et seq., or (3) defined as a "hazardous substance" pursuant to Section 101 of the

Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq.

O. "Landfill" means that real property owned by the County known as the Baseline Landfill, located at 5601 SE 66th Street, Ocala, Florida, which is more fully described in Exhibit B hereto, including all additional real property used for any expansions of the Landfill, including any future Subtitle D areas at, contiguous or within 3 miles of the site described in Exhibit B; such definition includes the Gas Collection System at the Landfill, including any expansion area.

P. "Landfill Gas" means any and all gases resulting from the anaerobic decomposition of refuse material within the Landfill, consisting principally of methane, carbon dioxide and traces of other constituent gases.

Q. "Leachate" means the liquid that forms in the Landfill for various reasons, including but without limitation, water percolation, rain run-off, etc.

R. "Management and Operation" means all activities associated with the Ownership, development, operation, maintenance, closure and post closure activities at the Landfill, including, without limitation, the Gas Collection System, the installation and development of cells, the receipt, placement, compaction and covering of permitted waste material, the operation and maintenance of environmental protection and monitoring systems, the installation, placement and maintenance of the final cover, and all other activities incidental to the above mentioned activities.

S. "Voluntary Emission Reduction or Carbon Credit" means the economic value received from credits resulting from the voluntary collection and destruction of methane gas.

T. "Plant Site" means an approximately 200' x 80' site upon which some or all of the Generating Station may be located, as more fully described in Exhibit C hereto.

U. "Power Purchase Agreement(s)" means one or more agreement(s) between Contractor and Buyer for sale of electric power.

V. "Project" means the purchase of Landfill Gas under this Agreement and sale of electrical power under one or more Power Purchase Agreements, as well as all actions and activities relating in any way to such purchase of Landfill Gas and the sale of electrical power.

W. "Renewable Energy Tax Credits" means the tax credit derived from producing electric power using a non-conventional fuel source within the meaning of Section 45 of the Internal Revenue Code of 1986, as amended.

X. "Renewable Energy Credits" means the economic value of any benefit, except Renewable Energy Tax Credits and Voluntary Emission Reduction or Carbon Credits, realized by the Project resulting from the generation of electricity from a renewable fuel source under state or federal law, as the same may be amended from time to time.

Capitalized terms not otherwise defined in this Section 1 shall have the meanings given to them elsewhere in this Agreement.

SECTION 2 – RIGHTS GRANTED TO CONTRACTOR

A. Landfill Gas. The County grants Contractor the exclusive right to purchase all Landfill Gas collected at the Landfill. Title to and risk of loss for the Landfill Gas will pass to Contractor at the Delivery Point. The County shall not condition the Landfill Gas beyond what is being performed at the time this Agreement is executed.

B. Plant Site License. The County hereby grants to Contractor exclusive right and license in the Plant Site, commencing as of the effective date of this Agreement and terminating at the termination of this Agreement. County hereby covenants (i) that it has title to the Plant Site in fee and has full right to make and enter into this lease, and (ii) that Contractor shall have quiet and peaceable possession of the Plant Site during the term of this Agreement so long as Contractor is not in default of its obligations under this Agreement. County hereby consents to Contractor leasing the Plant Site, so long as the terms of such lease are consistent with the terms of this Agreement.

C. Right-Of-Way. The County hereby grants to Contractor for the term of this Agreement an easement and right-of-way over the Landfill for Contractor and/or Buyer for the construction, installation, operation and maintenance of utilities lines, electric lines, gas transmission lines and/or electric transmission lines by the Contractor and with the County's reasonable approval. These lines will not unreasonably interfere with the operations of the landfill.

D. Easements. The County hereby grants to Contractor for the term of this Agreement an easement over the Landfill to the Plant Site for the installation, operation and maintenance of sewer, electric, water and telephone lines that are necessary for the Generating Station, as reasonably determined by Contractor and approved by County as well as an easement for the installation, operation and maintenance of Condensate disposal lines to connect the Generating Station with the point on the Landfill where Contractor returns Condensate to the County as provided in and subject to the terms of this Agreement. These lines will not unreasonably interfere with the operations of the landfill.

E. Additional Gas Collection System Infrastructure. Subject to the terms and conditions set forth below, Contractor shall have the right but not the obligation to install additional gas collection system infrastructure and other components to any existing Gas Collection System in the Landfill to enhance the collection of Landfill Gas from the existing Gas Collection System in the Landfill, provided such modifications do not unreasonably interfere with the management and operations of the landfill as required by applicable law.. Subject to the terms and conditions set forth below, Contractor shall have the right to connect such additional infrastructure into the Gas Collection System owned, constructed, and maintained by the County. Such additional wells, related equipment, permitting, review by County's Engineer, construction, and construction observation services will be at the cost and expense of Contractor. Each party hereto agrees to reasonably cooperate with each other with respect to these matters. The Contractor shall provide a minimum of 45 days to review the proposed modifications to the Gas Collection System. However, the County has the exclusive authority to deny or approve any

proposed modifications to the gas collection system, which shall not be unreasonably conditioned, withheld or delayed.

SECTION 3 – OBLIGATIONS OF COUNTY

A. Obligations. It is understood and agreed by the parties that the County's primary purpose is the efficient Management and Operation of the Landfill and compliance with Applicable Laws (as defined below) relating to the Management and Operation of the Landfill, including, without limitation, all applicable permit requirements. The operation of the Generating Station shall not, therefore, unreasonably interfere with the Management and Operation requirements of the Landfill, as required by operations permits and as reasonably determined by the County. Subject to these limitations, the County shall:

(i) cooperate in the construction, development and operation of its Landfill so as to maximize the production of Landfill Gas to the extent that such operation does not impact the course of normal operations and regulatory compliance, as reasonably determined by the County

(ii) not interfere with the Contractor's construction, operation and maintenance of the Generating Station;

(iii) prevent any of its independent contractors from committing such interference, disruption, or destruction described in (ii) above, except as needed to perform construction;

(iv) repair major cracks, fissures, erosion or the physical changes in the Landfill which have an adverse effect on the production of Landfill Gas or on the Gas Collection System or Generating Station;

(v) accept into its Leachate collection system all Condensate produced from processing Landfill Gas from the Landfill by Contractor without cost to Contractor, provided that that Contractor's activities do not alter the composition of the Condensate from that which is collected directly from the Landfill. If special handling of the Condensate is required as a result of the Contractor's activities, the Contractor shall pay the County for the direct cost of the disposal of the Condensate or, at Contractor's election, dispose of the Condensate itself. This includes, but is not limited to, disposal of the mixture as a Hazardous Material (if it meets such definition). At the County's request, the Contractor shall, at his own expense, test Condensate resulting from the Landfill Gas processing procedure. The results of such tests shall be used by the County to assess the changes to the Condensate quality resulting from the Contractor's operations. The party that disposes of the Condensate shall be responsible for disposing of the same in accordance with any applicable Environmental Laws.

(vi) be solely responsible for complying with any and all applicable federal, state, county, municipal, and local laws, statutes, rules, regulations, ordinances, codes

restrictions, permitting requirements and any other governmental requirements or obligations of any kind or nature ("Applicable Laws") relating to or regulating the expansion, construction and Management and Operation of the Landfill exclusive of the Generating Station (including, without limitation, the Gas Collection System), including, without limitation, any and all Environmental Laws, including, without limitation, those Environmental Laws relating to cover requirements;

(vii) in good faith and using its best efforts, cooperate fully with Contractor so that Contractor can meet its responsibilities and obligations under this Agreement;

(viii) shall own the Gas Collection System and be solely responsible for operation and maintenance of any existing Gas Collection System and any expansion of such System; the County shall promptly replace or repair any nonfunctioning or defective components of such Gas Collection System, as may be expanded, including, without limitation, network recovery wells and interconnecting pipes with attendant valves, pumps, monitoring devices and other extraction related equipment installed for the purpose of extracting and recovering Landfill Gas; the County shall monitor and adjust the Gas Collection System to optimize gas flow and methane content without interference with the normal Management and Operation of the Landfill and the County's duty to comply with applicable Laws relating to the same. Should Contractor in good faith believe that the County is not meeting its obligations in this regard, Contractor shall be allowed, with notice to County, to bring in its qualified engineers to assess and make recommendations to improve the existing Gas Collection System performance; the County shall implement these recommendations, subject to the conditions of Section 2E and provided they do not interfere with the normal Management and Operation of the Landfill and the County's duty to comply with applicable Laws relating to the same.

(ix) At the Contractor's request but no more than once per fiscal year, the County shall retain one of the County's retained Consultants to assess and make recommendations to improve the existing Gas Collection System. The County shall implement these recommendations, subject to the conditions of Section 2E and provided they do not interfere with the normal Management and Operation of the Landfill and the County's duty to comply with applicable Laws relating to the same.

(x) Cooperate with Contractor in connection with the rights granted under Section 2E hereof, to the extent that such cooperation does not unreasonably interfere with the normal Management and Operation of the Landfill and county's duty to comply with Applicable Laws relating to the same;

(xi) execute such further documents or may be reasonably requested by Contractor in connection with the grant of rights under Section 2 of this Agreement.

(xii) should the County's flare be required to remain on due to permit or other legal requirements, County will operate the flare so as to minimize the amount of gas consumed by the flare without interference with the normal Management and Operation

of the Landfill and the County's duty to comply with applicable Laws relating to the same. n.

B. Access. County hereby grants access to the Landfill and the Generating Station to Contractor, Buyer(s) and their employees, representatives and independent contractors on a twenty-four (24) hour per day seven (7) day per week basis for the purposes of enabling Contractor or Buyer(s) to conduct their operations contemplated under the Agreement. Such operations to include, but without limitation, (i) the construction, operation, and maintenance of the Generating Station, and (ii) operation and maintenance of all electric or gas transmission lines used by Contractor. County agrees to maintain roads to and within the Landfill to permit reasonable access for the parties described above. If access to certain routes be denied for any reason, County and Contractor shall mutually arrange for alternative access. All of the foregoing rights shall be exercised by Contractor in a manner so as not to interfere unreasonably with the County's Landfill operations. Nothing contained in the Agreement shall prevent County, its employees, representatives, and independent contractors from using any of the roads or other means of access to or in the Landfill.

C. Documents. As requested by Contractor, County shall:

(i) to the extent permitted by law, assign such permits or other approvals, as may be necessary for Contractor to undertake the activities contemplated in this Agreement;

(ii) provide Contractor with copies of documents in its possession regarding Landfill Gas production from the Landfill, the quantities and type of refuse in the Landfill, tipping records, etc;

(iii) inform Contractor in writing about any environmental information, environmental impact reports or studies, permits or permit applications, zoning information including variances or variance applications, and any other available data relating to the Landfill and County's or Contractor's activities contemplated in this Agreement, and, at Contractor's request, deliver copies of such material or documents as may be in County's possession;

(iv) provide assistance as may be necessary for Contractor to obtain any permits required to undertake the activities contemplated in this Agreement.

(v) provide adequate land space at the Landfill for installation of the Generating Station and related equipment within available land space limitations, including the Plant Site and the above referenced easement and right of way areas as shown on Exhibit A. The location of any proposed Generating Station and related equipment shall not interfere with the County's Management and Operation of the Landfill.

D. Further Documentation. To the extent reasonably possible, County will provide further written easements in streets and other rights-of-way with respect to the matter set forth in Section 2C and 2D.

SECTION 4 – OBLIGATIONS OF CONTRACTOR

A. Generating Station. Contractor shall, at its sole expense, design, install, permit, and construct, a Generating Station at the Landfill (including any expansions thereof), all in accordance with federal, state and industry standards in existence as of the date of this Agreement. The design and permitting documents shall be signed and sealed by a professional engineer registered in the State of Florida. The Contractor shall, at his sole expense provide all planning, design, and fees necessary to obtain all required local, state, and federal regulatory permits for the Generating Station, including all related permit fees. The Scope of Work undertaken in this Agreement is set out in Exhibit A attached hereto.

B. Operating Requirements. Contractor shall operate and maintain the Generating Station in a reasonably prudent manner, in accordance with good engineering practices, in accordance with accepted industry standards and in compliance with Applicable Law, including Contractor's permit requirements. The extent of permit compliance responsibility by the Contractor will be limited to compliance with those permits and permit conditions directly related to the Generating Station. The Contractor shall not operate the Generating Station in such a manner as to cause the County to violate the conditions of any of its permits.

The Contractor shall be responsible for all permitting related to construction and/or operation of the Generating Station, including completion and submission of permit application, development of supplemental permit information, and payment of application fees.

If an application must be filed in the County's name, the Contractor shall complete the application, in full, and provide payment of the application fee for execution and submission by the County. The Contractor shall be responsible for responding to all review comments and requests for information issued by the permitting agency until the permit is issued.

The Contractor shall, at its own expense, prepare and file permit applications and diligently execute the processing of such permit applications for the purpose of obtaining all permits that are required under Applicable Law relating to the construction, installation, and operation of the Generating Station, associated electrical transmission lines, and/or steam, pipelines, or other utilities or improvements, on and off site. In connection therewith, the County agrees to make available to the Contractor all known public records within the County's possession of environmental reports, studies, application, and other available data relating to the Landfill.

C. Plans and Drawings. Contractor shall submit detailed plans, drawings and technical data for the Generating Station and expansions thereto and any other equipment to be installed on the Plant Site or Landfill to the County for review. This information will be kept up to date for the term of the Agreement. Electronic copies of all drawings and permit applications will be provided to the County when available. Contractor will provide County with a complete set of signed and sealed "as built" plans for the Generating Station and all other

modifications, including but not limited to utilities and any Gas Collection System modifications constructed at the Landfill site pursuant to Section 2E..

SECTION 5 – TERM

A. Agreement Term. This Agreement shall be effective on the date of its execution and shall have a term of twenty (20) years from the Commercial Operation Date, which term may be extended by mutual agreement of the parties for an additional five (5) year period.

SECTION 6 – COMPENSATION

A. Royalty Payments. Subject to the provisions set forth below, Contractor agrees to pay County a monthly royalty payment of 10% of gross revenue received for energy under its Power Purchase Agreement, or \$0.65/million Btu, whichever is greater, ("Royalty Rate") for all Landfill Gas consumed by the Generating Station. This Royalty Rate shall be updated annually, commencing one year from Commercial Operation Date, to reflect changes in the electric rate paid to Contractor.

The royalty payment, as adjusted by the increase in electric rate, shall be referred to in this Agreement as the "Royalty Payment".

B. Carbon Credit payments. If Contractor designs and/or constructs a landfill Gas Collection System at its cost as part of this contract, Contractor shall be entitled to all Voluntary Emission Reduction or Carbon Credit payments resulting from the construction and operation of same, and Contractor agrees to pay County forty (40%) percent of the value of all such Carbon Credit payments received by Contractor, after recovery by Contractor of all costs incurred by Contractor associated with design, construction, operation and maintenance of such landfill Gas Collection System, if any; provided, however, Contractor is making no representations or warranties that such payments are available on this Project.

C. Renewable Energy Credit Payments. Contractor agrees to pay County fifty per cent (50%) of value received for renewable energy certificates and forty (40%) percent of the value received by Contractor for any additional such credits which accrue to the Generating Station; provided, however, Contractor is making no representations or warranties that such payments are available on this Project.

SECTION 7 – FINANCING

A. Contractor's Right to Finance. County acknowledges the need of the Contractor to finance the Generating Station and related equipment and hereby consents to any security interest, mortgage, encumbrance or lien (collectively, "Lien") on the machinery,

equipment, fixtures, and buildings that make up the Generating Station for the purpose of obtaining such financing, provided:

(i) Contractor shall give County notice of the existence of such Lien together with the name and address of the holder of such Lien, and a copy of such Lien.

(ii) That the existence of such Lien shall not relieve Contractor from any liability or responsibility for the performance of its obligations under this Agreement.

B. No Mortgage of County's Property. Notwithstanding the foregoing, under no circumstances shall Contractor cause any mortgage to exist on the Landfill or Plant Site, except with respect to any fixtures that are Contractor's property.

SECTION 8 – GENERAL OBLIGATIONS

A. Planning and Expansion. Contractor recognizes that future development of the Landfill may include addition of and/or modification of facilities such as Leachate collection and treatment systems, wastewater collection sewers, wastewater sludge disposal systems and solid waste to existing areas. Contractor also recognizes that future development of the Landfill may also include expansion, relocation of existing cover material and waste and continued future filling in currently inactive and/or closed portions of the Landfill. Contractor recognizes that the County may in the future adjust the sideslopes of the landfill to a 3:1 slope and modify the existing Landfill Gas System in order to gain additional airspace. Contractor and County agree to exchange information for planning and coordination of such facilities and activities to promote safe and orderly development and operation of the Landfill within the constraints of the Applicable Laws and in consideration of optimizing Landfill Gas collection volumes. Should County expand or modify its facilities, it shall take reasonable steps to reduce downtime to Contractor's Generator Station resulting from such activities.

B. Interests Retained By County. All materials, minerals, water, natural gas, and other items existing in, on, or under the Landfill (including, but not by way of limitation, the refuse, cell liners, the Landfill Gas until title passes to Contractor at the Delivery Point, Leachate, Leachate collection system, Condensate, and cover) shall at all times remain the property of County.

C. Gas Migration. Contractor shall have no responsibility or liability for the control or containment of or for damage occasioned by Landfill Gas migration beyond or within the grounds of the Landfill. County shall be solely responsible for the control and containment of the migration of Landfill Gas. Should migration of gas cause the current or additional migration control systems to be implemented the parties will work together to design and implement a migration control program that will mitigate any impact on gas quality or the operation of the Generating Station.

D. Contactor Licensing. Contractor shall be licensed to do business in Florida. Construction of the Generating Station will be performed by a Florida licensed general

contractor. All permitting and design performed by Contractor will be performed by a Florida licensed professional engineer. The Contractor shall perform completion of this Project in strict accordance with the designs, specifications and any applicable drawings and is subject to the terms and conditions of the construction contract. Signed and sealed designs and as-built drawings will be provided by the Contractor to the County. The general contractor must be in good standing with the County, Marion County Solid Waste Department and Marion County Purchasing Department.

SECTION 9 – LIMITATION OF LIABILITY

A. Landfill Gas. Except as provided in this Agreement, County provides no representation or warranties either expressed or implied, as to the amount or chemical composition of the Landfill Gas to be extracted hereunder, including, but without limitation, any warranty of merchantability or fitness of the Landfill Gas for a particular purpose.

B. Contractor's Obligation. Contractor will be solely responsible for the determination of the suitability of the Landfill Gas to be used under this Agreement for any and all purposes contemplated by Contractor.

C. Condensate. Condensate shall be managed in accordance with Section 3A(v) above.

SECTION 10 - INDEMNITIES

A. Indemnification by Contractor. Contractor shall indemnify, hold harmless and, upon request, defend County, its officers, employees, servants, agents and independent contractors, successors and/or assigns, jointly and severally, from and against any and all costs, claims, liabilities, damages, expenses, causes of action, suits, or judgments, including, without limitation, reasonable attorney's fees of in-house and outside counsel and all court costs and experts fees, incurred in connection with or arising from or relating to (1) any breach of this Agreement by Contractor or any of Contractor's officers, employees, servants, agents and independent contractors; or (2) the Contractor's operations at the Plant Site, including the Generating Station; or (3) any breach or violation of any Applicable Laws, including without limitation, Environmental Laws, by Contractor or any of Contractor's officers, employees, servants, agents and independent contractors; or (4) the operations, acts, or omissions to act of any person who is either controlled by or affiliated with Contractor or invited onto any part of the Landfill, Plant Site, or Generating Station by Contractor or any of Contractor's officers, employees, servants, agents and independent contractors; or (5) any negligent, grossly negligent or intentional act or omission of Contractor or its officers, employees, servants, agents, or independent contractors, including, without limitation, such acts or omissions that cause injury or death to person(s) or damage or loss to or of property; and/or (6) any contamination or other environmental problems or difficulties whether now known or hereafter discovered that arises from any negligent, act or omission of Contractor or any of Contractor's officers, employees, servants, agents or independent contractors or Contractor's operation of the Plant Site and the Generating Station.

Contractor's indemnification of County under this Section 10A shall not be applicable to the extent that liability arises from any negligent, grossly negligent or intentional acts or omissions of County or any of County's officers, employees, servants, agents or independent contractors.

B. Indemnification by County. County shall indemnify, hold harmless and, upon request, defend Contractor, its members, managers, employees, servants, agents, independent contractors, successors and/or assigns, jointly and severally, from and against any and all costs, claims, liabilities, damages, expenses, causes of action, suits, or judgments, including, without limitation, reasonable attorney's fees of in-house and outside counsel and all court costs and experts fees, incurred in connection with or arising out of or relating to (1) any breach of this Agreement by County or any of County's officers, employees, servants, agents and independent contractors; or (2) the Management and Operation of the Landfill, including the Gas Collection System, by County; or (3) any breach or violation of any Applicable Laws, including, without limitation, Environmental Laws, by County or any of County's officers, employees, servants, agents and independent contractors; or (4) any previous agreement involving the sale of Landfill Gas at the Landfill; or (5) County's use or activities at the Landfill prior to the date of this Agreement; or (6) the subsurface migration or surface emission of Landfill Gas within or beyond the Landfill; or (7) the operations, acts, or omissions to act of any person who is either controlled by or affiliated with County or invited onto any part of the Landfill, Plant Site, or Generating Station by County or any of County's officers, employees, servants, agents and independent contractors; or (8) any negligent, grossly negligent or intentional act or omission of County or its officers, employees, servants, agents, or independent contractors, including, without limitation, such acts or omissions that cause injury or death to person(s) or damage or loss to or of property; or (9) any contamination or other environmental problems or difficulties whether now known or hereafter discovered that arises from any negligent, act or omission of County or any of County's officers, employees, servants, agents or independent contractors or County's Management and Operation of the Landfill or the Gas Collection System, including, without limitation, any subsurface migration or surface emission of Landfill Gas; and/or (10) any injury or death to person(s) or damage or loss to or of property arising out of or due to the presence of Hazardous Materials in or on the Landfill Gas or Landfill.

Notwithstanding the foregoing, County's indemnification of Contractor under this Section shall not be applicable to the extent that liability arises from any negligent, grossly negligent or intentional act or omission of Contractor or any of Contractor's members, managers, employees, servants, agents or independent contractors.

C. Contractor's Limitation of Liability for Breach of Contract. Except as may be provided below, in no event shall Contractor be liable to County with respect to any claim for breach of this Agreement under Section 10A(1) for any indirect, special, incidental or consequential damages of any kind or nature. Without limiting the generality of such exclusion, the following types of damages shall not be recoverable: lost profits or revenues, loss of usage of the Landfill or part of the Landfill, capital costs, and costs associated with landfills substituted for the Landfill, claims of customers or other users of the Landfill. This Section shall not be interpreted to eliminate or limit in any respect the Contractor's other indemnification obligations as provided in and pursuant to Section 10A.

If Contractor breaches this Agreement, the sole and exclusive remedy of County shall be to recover from Contractor the actual damages for which County is entitled to indemnification under Section 10A(1) above, plus an amount equal to the present value of the payments that would have been received by County under this Agreement, but for such breach, assuming the Collection System and Generating Station would have operated at full capacity.

D. County's Limitation of Liability for Breach of Contract. Except as may be provided below, in no event shall County be liable to Contractor with respect to any claim for breach of this Agreement under Section 10B(1) for any indirect, special, incidental or consequential damages of any kind or nature. Without limiting the generality of such exclusion, the following types of damages shall not be recoverable: lost profits or revenues, loss of usage of the Generating Station and capital costs. This Section shall not be interpreted to eliminate or limit in any respect the County's other indemnification obligations as provided in and pursuant to Section 10B.

If County breaches this Agreement, the sole and exclusive remedy of Contractor shall be to recover from County the actual damages for which Contractor is entitled to indemnification under Section 10B(1) above, plus an amount equal to the present value of the profits that would have been received by Contractor under this Agreement and under any Power Purchase Agreement(s) or similar agreement, but for such breach.

As used in this Section 10, "profits" shall include Renewable Energy Tax Credits, Renewable Energy Credits and Carbon Credits, if any, to the extent available. For purposes of determining the lost profits, it will be assumed that the Collection System and the Generating Station would have operated at full capacity.

E. Exclusiveness of Remedies for Breach or Termination. County and Contractor expressly agree that the remedies set forth in Section 10C and 10D (and the indemnification obligations under Section 10A(1) and Section 10B(1) incorporated therein by reference) are intended to be the sole and exclusive remedies for a breach of this Agreement by the other party under such Sections, except that the County and Contractor, respectively, shall each also have the right to terminate this Agreement pursuant to and subject to the conditions of Section 14A and Section 14B, respectively, as a result of a breach that is not cured by the other party; these two remedies shall be cumulative. No other damages shall be recoverable by County from Contractor or by Contractor from County for such termination or breach.

Notwithstanding anything to the contrary, the language of this Section 10 shall not prevent County, Contractor or any Buyer from (i) pursuing injunctive relief or specific performance or (ii) from arbitrating or litigating (as the case may be) any liability or indemnification matter without terminating this Agreement (i.e. the party shall not be required to terminate this Agreement in order to seek redress for a breach of the Agreement or any other matter to which the party is entitled to indemnification under the provisions of this Section 10).

F. Survival. All provisions of this Section 10 shall survive termination of this Agreement, by default or otherwise.

SECTION 11 – INSURANCE

A. Contractor. The Contractor shall purchase and maintain all of the insurance described in Sections 11(i) through Section 11(iv) hereof during the term of this Agreement:

(i) Workers' Compensation including occupational disease in accordance with the statutory requirements set forth by the state in which the Work is to be performed and employer's liability insurance covering all Contractor's employees engaged in the performance of this contract in the minimum sum of \$1,000,000.

(ii) Commercial general liability insurance, including Contractor's protective liability and contractual liability insurance covering death or bodily injury and property damage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(iii) Comprehensive automobile liability insurance covering Contractor for claims arising from owned, hired and non-owned vehicles covering death or bodily injury and property damage with a combined single limit of a minimum sum of \$1,000,000.

(iv) Certificates of insurance covering all of the insurance required to be maintained by Contractor shall be filed with the County. County shall be named as an additional insured under all insurance policies, using ISO CG 20-10 Endorsement. All such policies shall be from reputable national insurance companies, licensed in the state in which the Project is located and reasonably acceptable to County. All insurance policies shall contain the provision that the insurance company will provide written notice to the County thirty (30) days prior to any change, termination or cancellation of coverage. All insurance policies shall provide that all deductibles shall be for Contractor's account, and all such insurance policies shall be primary and not contributory with County's insurance.

B. County. County shall purchase and maintain all of the insurance described in Section 11B(i) through Section 11B(iv) hereof during the term of this Agreement:

(i) Workers' Compensation including occupational disease in accordance with the statutory requirements set forth by the state in which the Work is to be performed and employer's liability insurance covering all of County's employees engaged in the performance of this contract in the minimum sum of \$1,000,000.

(ii) Commercial general liability insurance, including County's protective liability and contractual liability insurance covering death or bodily injury and property damage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(iii) Comprehensive automobile liability insurance covering County for claims arising from owned, hired and non-owned vehicles covering death or bodily injury and property damage with a combined single limit of a minimum sum of \$1,000,000.

(iv) Certificates of insurance covering all of the insurance required to be maintained by County shall be filed with the Contractor. Contractor shall be named as an additional insured under all insurance policies, using ISOCG 20-10 Endorsement. All such policies shall be from reputable national insurance companies, licensed in the state in which the Project is located and reasonably acceptable to Contractor. All insurance policies shall contain the provision that the insurance company will provide written notice to the Contractor thirty (30) days prior to any change, termination or cancellation of coverage. All insurance policies shall provide that all deductibles shall be for County's account, and all such insurance policies shall be primary and not contributory with Contractor's insurance.

SECTION 12 – REMOVAL AND RESTORATION

The Generating Station and related equipment shall remain the personal property and/or responsibility of Contractor (collectively "Contractor's Equipment"), notwithstanding the method or mode of installation or attachment to real property. Upon written request by Contractor, County shall provide a waiver or estoppel certificate from Contractor or any lessee operator of the Landfill, in a form satisfactory to Contractor, acknowledging that Contractor's Equipment is personal property owned by Contractor and subject to the right of removal by Contractor. Contractor shall have an obligation, within three (3) months after the expiration or termination of this Agreement, to remove or to cause the removal of the above ground portion of Contractor's Equipment and to permanently seal and cap all openings for pipes or equipment left in the Plant Site in accordance with the then applicable industry standards and Applicable Laws relating to the closure of the Plant Site and in such a manner as to not cause violations of the Title V permit conditions. Upon the expiration or termination of this Agreement, the below ground portions of the Generating Station, including foundations, if any, shall become the personal property and responsibility of County, and Contractor shall have no further responsibility with respect to such below ground portions.

SECTION 13 – FORCE MAJEURE

If by reason of Force Majeure either party is unable to carry out, either in whole or in part, its obligations herein contained, such party shall not be deemed in default during the continuation of such inability, provided that: (i) the non-performing party, within two weeks after the occurrence of the Force Majeure, gives the other party written notice describing the particulars of the occurrence; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; (iii) no obligation of either party which arose prior to the occurrence causing the suspension of performance be excused as a result of the occurrence; and (iv) that the non-performing party endeavor to remedy with all reasonable

dispatch the cause or causes preventing it from carrying out its obligations. Notwithstanding the foregoing, the performing party may, at its option, terminate this Agreement after six (6) consecutive months of any such suspension of performance. Neither party shall be required to settle strikes, lockouts, or other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in its judgment, not in its best interest. A Force Majeure, as that term is defined herein, under the Power Purchase Agreement, shall be a Force Majeure under this Agreement.

SECTION 14 – TERMINATION

A. Contractor’s Default. In the event that Contractor at any time fails to perform or observe any of the provisions of this Agreement required to be performed or observed by Contractor or otherwise breaches this Agreement, County shall notify Contractor in writing of the facts relied upon as constituting a default or breach hereunder. Contractor, if in default, shall have ninety (90) days after receipt of such notice in which to complete or substantially complete compliance with such provisions. County shall have the right to terminate this Agreement upon written notice to Contractor if Contractor fails to complete or substantially complete such compliance efforts within the ninety (90) day period, unless (i) such failure is excused under the provisions of Section 13 hereof, or (ii) compliance within ninety (90) days is not reasonably possible and Contractor has commenced and is diligently pursuing such compliance effort. Upon such termination, County shall be entitled to the remedies and damages set forth in this Agreement.

B. County’s Default. In the event that County at any time fails to perform or observe any of the provisions of this Agreement required to be performed or observed by County or otherwise breaches this Agreement, Contractor shall notify County in writing of the facts relied upon as constituting a default or breach hereunder. County, if in default, shall have ninety (90) days after receipt of such notice in which to complete or substantially complete compliance with such provisions. Contractor shall have the right to terminate this Agreement upon written notice to County if County fails to complete or substantially complete such compliance efforts within the ninety (90) day period, unless (i) such failure is excused under the provisions of Section 13 hereof, or (ii) compliance within ninety (90) days is not reasonably possible and County has commenced and is diligently pursuing such compliance efforts. Upon such termination, Contractor shall be entitled to the remedies and damages set forth in this Agreement.

C. Termination For Convenience. In the event:

(1) Contractor, in its sole discretion, determines that (a) the Landfill can no longer produce Commercial Quantities of Landfill Gas or (b) the Project cannot be operated economically; or

(2) A Buyer fails to perform its obligations under one or more Power Purchase Agreement(s),

then Contractor shall have the right to surrender and terminate this Agreement.

D. Non-Waiver. No action taken by County or Contractor after the effective date of the termination of this Agreement pursuant to Section 14A or 14B in accepting one or more payments from the other or undertaking any other activity which would have been authorized by this Agreement but for its termination, shall be construed as notice that this Agreement is not canceled or as a waiver of the termination.

SECTION 15 – REPRESENTATIONS AND WARRANTIES

A. County. County hereby agrees, warrants and represents to Contractor, as of the date of execution of this Agreement and while this Agreement is in effect, that

(i) The County has not entered into any other agreements with respect to the Landfill Gas conveyed to Contractor under this Agreement or with respect to any of the other rights conveyed to Contractor pursuant to Section 2 of this Agreement;

(ii) Contractor shall receive good and marketable lease to the Plant Site, the Landfill and the Landfill Gas, free and clear of all liens, claims, encumbrances and mortgages or adverse interests of any kind or nature;

(iii) It is intended that the Landfill and the Management and Operation of the Landfill (including the Gas Collection System) be in compliance with any and all Applicable Laws relating to the Management and Operation of the Landfill, including, without limitation, all Environmental Laws; and the County will rectify instances of non-compliance in accordance with applicable laws and the associated compliance schedules; and that any existing Gas Collection System is in commercially reasonable operating condition and that that existing or any new or expanded system will be maintained by the County in good repair during the term of this Agreement.

(iv) The County is not currently aware of any toxic material or Hazardous Material placed in the Landfill within the last 10 years, except for any incidental Hazardous Material that may be included within normal household waste;

(iv) The County is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has the power to carry on its business as it is contemplated to be conducted under this Agreement; and

(v) The execution, delivery and performance by the County of this Agreement is within the municipal powers of County, have been duly authorized by all necessary municipal action, and does not violate any Applicable Law or the charter of the County.

B. Contractor. Contractor hereby agrees, warrants and represents to County, as of the date of execution of this Agreement and while this Agreement is in effect, that:

(i) Contractor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida and has the power to carry on its business as it is contemplated to be conducted under this Agreement; and

(ii) The execution, delivery and performance by Contractor of this Agreement is within the limited liability company powers of Contractor, have been duly authorized by all necessary limited liability company action, and do not violate any Applicable Law, or the terms of the articles of organization or operating agreement of Contractor.

SECTION 16 – TESTING AND ANALYSIS

A. Testing and Evaluation. Subject to the provisions of this Agreement, Contractor may conduct such tests and evaluations as may be necessary in order to determine whether the Landfill will produce Commercial Quantities of Landfill Gas and the Project is economically viable. All tests will be subject to the approval of County, which shall not be unreasonably conditioned, withheld, or delayed. Access to the Landfill for the purpose of conducting such tests shall be pursuant to Section 3B. Contractor, at its sole expense, will complete such testing and evaluation. Contractor shall provide County a copy of the results of all such tests and evaluations.

B. Pertinent Information. Prior to the commencement of the testing and evaluation and to the extent County has knowledge, County shall inform Contractor in writing about any environmental information, environmental impact reports or studies, permits or permit applications, zoning information including variances or variance applications, and any other available data relating to the Landfill and County's or Contractor's activities in connection therewith. At Contractor's request, County will deliver copies of such material as may be in County's possession.

C. Go/NO Go Decision Date. Contractor shall determine the economic viability of this Project, Generating Station and whether the Landfill will produce Commercial Quantities of Landfill Gas within ninety (90) days of completion of the testing and evaluation described above and provide a Go/No Go Decision within the ninety (90) days.

D. Termination by Contractor. If Contractor determines, in its sole judgment, following completion of testing and evaluation, that the Project or the Generating Station is not economically viable or that the Landfill will not produce Commercial Quantities of Landfill Gas, Contractor shall provide written notice to County of such judgment in accordance with the "Go/No Go" decision date as specified above. Thereafter, this Agreement shall terminate with no further liability on the part of County or Contractor.

SECTION 17 – ASSIGNMENT

Except as expressly provided herein, this Agreement may not be transferred or assigned by one party without written consent of the other party which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the proceeding sentence, Contractor may assign this Agreement without County's consent to (i) any subsidiary, parent or affiliated company or any limited liability company, partnership, corporation or other entity in which

Contractor has an interest of fifty percent (50%) or more (collectively, "Related Entity"), (ii) any limited liability corporation, partnership, corporation or other entity controlled by Contractor and/or any Related Entity, or (iii) a lending institution pursuant to a collateral assignment.

SECTION 18 – NOTICES

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been properly given or sent (on the date such act(s) occurs) if (a) served personally upon the party for whom intended, (b) sent by first-class mail, return receipt requested, (c) sent by Federal Express or other nationally recognized over-night carrier or (d) sent via facsimile, to such party at its address as hereinafter shown, provided a confirmation is generated by the fax machine sending the fax (and such fax is confirmed with a telephone call to the receiving party's office, notifying him that such fax was sent), or sent as otherwise permitted by the receiving party by notice to the sending party in accordance with this provision:

To Contractor

G2 Energy (Marion) LLC
400 Perimeter Center Terraces
Suite 900
Atlanta, 30346-1227
Attn; Mr. Nick King

With a copy to:

Rodney C. Jones
2885 Paces Lake Drive
Atlanta, GA 30339

To County

Mr. Leonard Ken Whitehead
Solid Waste Director
Marion County
5601 S.E. 66th Street
Ocala, Florida 34480

Mr. Patrick Howard
County Administrator
601 SE 25th Ave
Ocala, Fl 34471-2600

Or to any other addresses designated in writing by the receiving party to the other party in accordance with the provisions of this Agreement.

SECTION 19 - TAXES

Contractor shall, during the term of this Agreement, pay or arrange for the payment of all general taxes currently levied upon or assessed against the Generating Station, relating equipment, machinery and improvements constructed or installed by it in, on, or adjacent to the Landfill.

SECTION 20 – MATERIAL CHANGES

A. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such terms and provisions to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

B. Headings. The headings appearing in this Agreement are intended for convenience and reference only, and are not to be considered in construing this Agreement.

C. Disclaimer of Joint Venture, Partnership and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between Contractor and County or to impose any partnership obligation or liability upon such parties. Neither County nor Contractor shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other party.

D. Governing Law. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Florida.

E. Amendments to Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties hereto.

F. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written agreements and understandings between the parties relating to the subject matter hereof.


G. Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

H. Contractor Right to Generating Station Design. It is acknowledged that the Contractor has or will expend considerable time and expense in developing the designs for the Generating Station, therefore, consider such design to be proprietary. The County agrees on


behalf of itself and its agents and representatives to maintain the proprietary nature of this design by not constructing like facilities without the written approval of the Contractor and Buyer.

IN WITNESS OF THE ABOVE TERMS, the parties have caused this Agreement to be executed, by their respective officers duly authorized, on the dates indicated below, in duplicate, each to have the force and effect of an original.

ATTEST

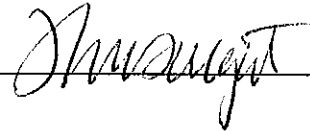


DAVID R. ELSPERMANN
CLERK OF THE COURT


**BOARD OF COUNTY
COMMISSIONERS
MARION COUNTY, FLORIDA**


STAN McCLAIN
CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



ATTEST



OFFICER OF CORP

G2 ENERGY (MARION), LLC



MANAGING MEMBER

STATE OF: NEW YORK

COUNTY OF: WESTCHESTER

NOTARY CERTIFICATE – To be completed by Contractor

Before me this day personally appeared RODNEY C JONES and NICK KING, as MANAGING MEMBERS and _____ respectively of G2 ENERGY (MARION) LLC to me well known or produced identification GEORGIA ST DRIVERS LIC (Type of Identification) to be persons described in and who executed the foregoing instrument, and who acknowledged that they did so as officers of said corporation all by and with the authority of the Board of Directors of said corporation.

Witness my hand and seal this 10 day of OCTOBER, 2007.

Signature of Notary Michelle M Kennedy

Notary Stamp:

MICHELLE M. KENNEDY
NOTARY PUBLIC, State of New York
No.: 4996574
Qualified Putnam County
Commission Expires: May 18, 2010

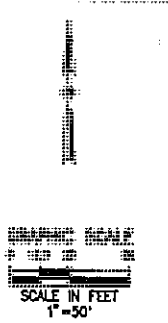
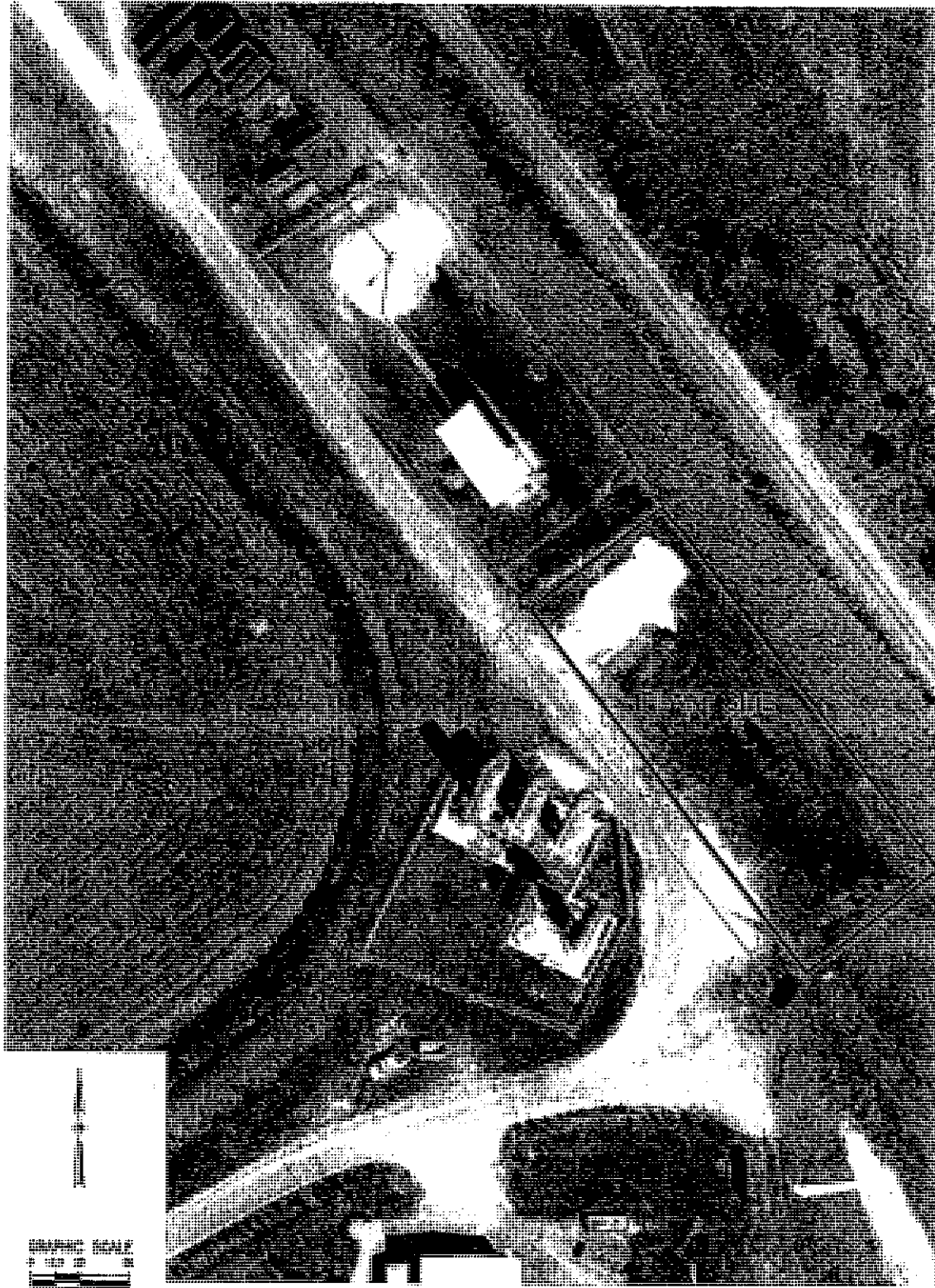
Exhibit "A"

1350-00-01

Plan: 7/27/98 3:07pm 04/16/98

\\nasdaq\geog\31359 Main Com\008 Revision of the Utilization Proj\0\Plan\313590000a.dwg

Sheet: 0/27/98 10:07 04/16/98



LOCATION OF GENERATION PLANT SITE
BASELINE LANDFILL GAS UTILIZATION
MARION COUNTY, FLORIDA



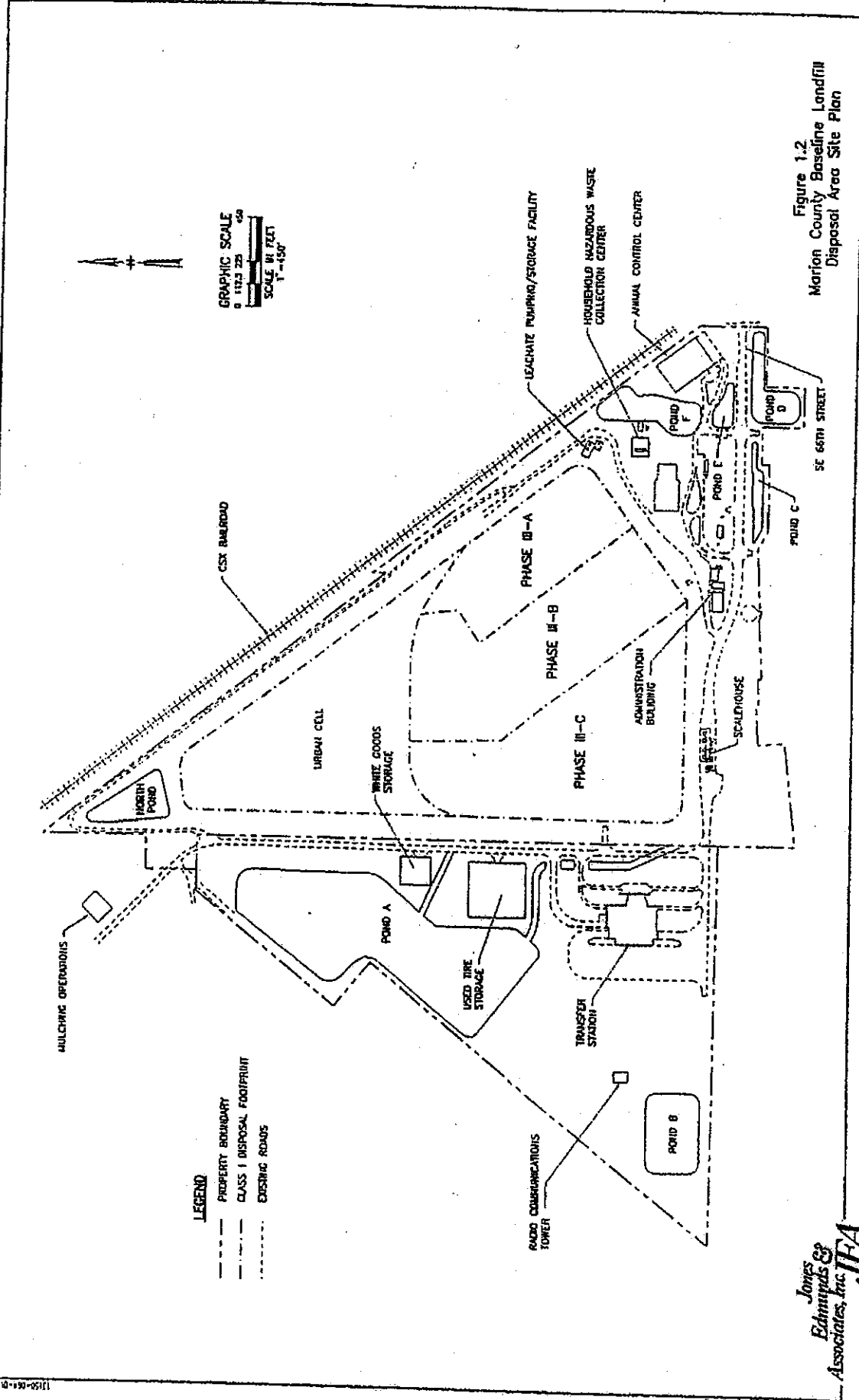


Exhibit "B"

Jones
 Edmunds &
 Associates, Inc. JEA

FIRST AMENDMENT TO THE AGREEMENT

This First Amendment to the Agreement made and entered into June 3, 2008, by and between **G2Energy, LLC** (Agency), whose address is 400 Perimeter Ctr Terraces, Suite 900, Atlanta, GA 30346; possessing Federal Employee Identification Number (FEIN) 20-2663766, and Marion County Board of County Commissioners (Owner), 601 SE 25th Avenue, Ocala, Florida, 34471.

WITNESSETH

WHEREAS, the parties entered into an agreement dated September 18, 2007, this agreement shall remain in full force and effect until all completion of services required of the Agency, and the parties wish to amend such agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. This Agreement shall be deemed to amend the original contract between, Marion County Board of County Commissioners and G2Energy, LLC, for Baseline Landfill Gas Utilization Project, in accordance with the Project #06P-002.
2. This First amendment is to add additional work as per the attached Exhibit A. The additional work is to be completed by September 30, 2008.
3. All provisions of the original contract document not specifically amended herein shall remain in full force and effect.

In witness whereof the parties have executed this Amendment to Agreement the day and year first written above.

ATTEST:



DAVID R. ELLSPERMANN,
CLERK OF COURT

COUNTY:
MARION COUNTY BOARD OF
COUNTY COMMISSIONERS



CHARLIE STONE, CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



MARION COUNTY ATTORNEY

STATE OF: FLORIDA

COUNTY OF: MARION

ATTEST

G2ENERGY, LLC

Rodney Jones
OFFICER OF CORP.

Nicholas J King
PRESIDENT OF CORP.
MANAGING MEMBER

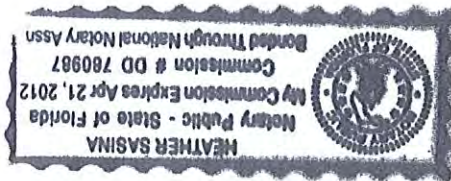
NOTARY CERTIFICATE – *To be completed by Agency*

Before me this day personally appeared: Rodney C. Jones and Nicholas J King as officer and managing respectively of G2energy, LLC to me well known or produced identification GA driver license (Type of ID) to be the persons described in and who executed the foregoing instrument, and who acknowledged that they did so as officers of said corporation all by and with the authority of the Board of Directors of said corporation.

Witness my hand and seal this 3rd day of June, 2008.

Signature of Notary Alicia Stevens

Notary Stamp:





May 2, 2008
File No. 070002.00

Mr. Ken Whitehead
Marion County Solid Waste
5601 SE 66th Street
Ocala, Florida 34480

Subject: RE: Gas to Power Project – Revised Scope of Services
FOR SERVICES PURSUANT TO CONTRACT # 06P-002

Dear Ken:

Pursuant to the County's request, G2 is happy to provide the County with cost to continue the maintenance of the active landfill gas collection system and the construction of the upcoming landfill gas system expansion. A cost estimate sheet prepared by Jones Edmunds and updated by Sullivan Environmental will be delivered to you this morning. All work will be performed in accordance with the attached Revised Scope of Services.

Thank you for the opportunity to provide our services and please contact myself if you have questions or need additional information.

Very truly yours,

Nick King
G2

Attachments

CC: Mike Sims, Marion County
Mark Hadlock, Jones Edmunds
Rebecca Kelner, Jones Edmunds

**JONES
EDMUNDS**

April 21, 2008

Nick King
G2 Energy
400 Perimeter Center Terraces, Suite 900
Atlanta, GA 30346

RE: Marion County Baseline Landfill
Gas to Power Project – Revised Scope of Services
Jones Edmunds Project No 13150-126-01

Dear Mr. King:

To continue with the maintenance of the active gas-collection system and to move forward with the construction of the upcoming expansion, the County requests that G2 provide continuing assistance that includes the following:

- Purchase and install new wellheads and associated fittings as recommended by John Sullivan. (revised)
- Purchase and install a new condensate trap and pump station to replace KO-12 located in front of the flare station.
- Install new gas extraction wells in Cell III C. (revised)
- Install landfill gas collection piping in Cell III C.

Procurement for this work will be performed under the existing contract with Marion County, with the County providing direct payment to G2 for the completed work with the proper documentation provided by G2. To proceed with this work, the County will develop discrete scopes of services defining the work. G2 is requested to provide a price proposal for each discrete scope of service prepared. The scopes will include contingencies and unit price quantities to accommodate unforeseen circumstances.

4/21/2008

730 NE Waldo Rd
Gainesville, FL 32641

352.377.5821 Phone
352.377.3166 Fax
www.jonesedmunds.com

Mr. King
04/21/08
Page 2

The scopes of service for the first three activities listed above are attached for your review. The scope for the last activity will be provided in the near future.

The County is eager to move forward with the project and to cooperate fully in this partnership. Please contact me if you have any questions.

Sincerely,



Mark D. Hadlock
Senior Project Manager

M:\13150-MarionCounty\126-01_Gas System Maintenance_G2Energy_GeneralProjectDocs\Contract\Scope\2008_04_16-1.TR-
Scope-G2Energy_MHadlock.doc

Attachment 1 – Scope of Services for Maintenance of Active Gas Collection System
Wellfield

Attachment 2 – Scope of Services for Replacement of Condensate Pump Station
Wellfield

Attachment 3 – Installation of Landfill Gas Extraction Wells

xc: Ken Whitehead, Marion County
Mike Sims, Marion County
Rebecca Kelner, Jones Edmunds

Attachment 1

Scope of Services for Maintenance of Active Gas Collection System Wellfield Marion County Baseline Landfill

G2 Energy will provide materials, equipment and labor to perform the work presented in this Scope of Services as follows:

- Replace all existing wellheads with those recommended by John Sullivan and as manufactured by Forrer Supply Company.
- Provide all reducing fitting, flex hoses, hose clamps, and miscellaneous fittings required to complete the installation. All miscellaneous metals will be 316 series stainless steel.
- Repair broken wells on the Urban Cell, including providing bentonite backfill when the existing clay liner requires excavation to complete the work. Documentation of clay liner repair including photographs of each location is required.
- Repair geomembrane well bore seals when damaged by this work or if existing damage is identified.
- Submit product information sheets and shop drawings for materials and products used in the work.
- Restore damaged grassed areas with sod.
- Perform leachate level survey and well depth measurement for all wells and provide a summary table.

The County will inspect all work and materials for compliance with the construction requirements and proper operation before final payment. Additionally, the County has the following requirements:

- All work and materials will be suitable for use by G2 in the development of the Gas-to-Power project.
- All products and materials will come with a 1-year full repair and replacement warranty from G2. Dealings with the product suppliers and manufacturers will be the sole responsibility of G2.
- All work will be performed to minimize impact to the gas collection system and to maintain compliance with Solid Waste and Air Emissions permits.
- The County will be kept informed of the schedule of work, progress, and anticipated outages at the flare station.
- G2 is responsible to obtain all equipment (i.e. excavator) needed for the work.
- G2 is responsible to obtain all labor
- G2 is responsible for all health and safety issues and will ensure employee safety with respect to trench safety, temporary connections, monitoring, and PPE as required.
- G2 will be responsible to provide temporary barriers and methods to safe all work areas at the end of each work day.
- G2 is responsible for having and maintaining liability insurance as required by the master contract.

- John Sullivan will be the site supervisor and be on site during all periods of work
- G2 will provide as-built drawings and/or notated drawings where modifications are performed as applicable.
- G2 will provide training to County staff in the installation, operation and maintenance procedures for all new equipment.
- G2 will provide 3 complete spare wellheads and 50 spare sample connection fittings.

Quantities and unit prices for materials and labor are to be estimated by G2 and be provided as part of this Scope of Services to include

Wellheads and fittings (materials only)	<u>69</u> quantity x <u>244.59</u> unit cost =	\$ <u>16,876.71</u> total cost
Repair of Broken Wells (materials only)	<u>13</u> quantity x <u>225.00</u> unit cost =	\$ <u>2,925.00</u> total cost
Equipment Rental and Safety Compliance	<u>1</u> quantity x <u>1500.00</u> unit cost =	\$ <u>1500.00</u> total cost
Labor Rate and estimate of hours for John Sullivan	<u>80</u> quantity x <u>55</u> unit cost =	\$ <u>4400.00</u> total cost
Labor Rate and estimate of hours for Laborers	<u>160</u> quantity x <u>28</u> unit cost =	\$ <u>4480.00</u> total cost
Contingency Allowance	<u>1</u> quantity x lump sum =	\$10,000 total cost
Estimated total Cost		\$ <u>40,181.71</u> total cost

Due to the nature of the work, the County acknowledges that it is likely that unanticipated conditions will be encountered. Work and materials in excess of that identified above will be considered out of scope work. All out of scope work must be identified and approved by the County prior to being performed and before additional fees will be paid to G2. The cost of additional materials will be paid at the above quoted rate or at the invoiced cost to G2 of other materials not specified above and additional labor at the above quoted rate. Use of the contingency allowance will be at the discretion of the County and will require prior approved before being released to G2. Final payment will be based on the actual quantities of material and labor used and may include a deduct change order. G2 will submit monthly invoices for payment that provides detailed information for the work being claimed. Payment will be in accordance with standard County requirements.

Attachment 2

Scope of Services for Replacement of Condensate Pump Station Marion County Baseline Landfill

G2 Energy will provide materials, equipment and labor to perform the work presented in this scope of services as follows:

- Replacement of existing condensate pump station KO-12, located adjacent to the flare station as designed by G2 Company.
- Pump station will include as a minimum:
 - Single pump and controls
 - Automated level sensor and alarm
 - Connections as need for G2
- Excavation and removal of KO-12.
- All fitting, connections, and miscellaneous items required to complete the installation. All miscellaneous metals will be 316 series stainless steel.
- Utility location, identification and repair or replacement as needed to complete the installation.
- Submittal of product information sheets and shop drawings for materials and products used in the work for approval by the County.
- Restore damaged grassed areas with sod.

The County will inspect all work and materials for compliance with the construction requirements and proper operation before final payment. Additionally, the County has the following requirements:

- All work and materials will be suitable for use by G2 in the development of the Gas to Power project.
- All products and materials will come with a one year full repair and replacement warranty from G2. Dealings with the product suppliers and manufacturers will be the sole responsibility of G2.
- All work will be performed to minimize impact to the gas collection system and to maintain compliance with Solid Waste and Air Emissions permits.
- The County will be kept informed of the schedule of work, progress made and anticipated outages on the flare station.
- G2 is responsible to obtain all equipment (i.e. excavator) needed for the work.
- G2 is responsible to obtain all labor.
- G2 is responsible for all health and safety issues and will ensure employee safety including trench safety, temporary connections, monitoring, and PPE as required.
- G2 will be responsible to provide temporary barriers and methods to safe all work areas at the end of each work day.
- G2 is responsible for having and maintaining liability insurance as required by the master contract.
- John Sullivan will be the site supervisor and be on site during all periods of work

- G2 will provide as-built drawings, elevations and/or notated drawings where modifications are performed as applicable.
- G2 will provide training to County staff in the installation, operation and maintenance procedures for all new equipment.
- G2 will provide 1 complete spare pump system and other spare fittings/materials as recommended to allow expedited repair.
- G2 will protect all existing structures and utilities in the area of work, remove and replace the security fence as needed and provide temporary security fencing.
- G2 is responsible to have and maintain liability insurance as required by the master contract.

Quantities and unit prices for materials and labor are to be estimated by G2 (John Sullivan) and be provided as part of this Scope of Services to include the following:

New Pump Station and fittings (materials only)	<u>1</u> quantity x <u>20,021.00</u> unit cost =	\$ <u>20,021.00</u> total cost
Labor Rate and Estimate of hours for John Sullivan	<u>60</u> quantity x <u>55.00</u> unit cost =	\$ <u>3300.00</u> total cost
Labor Rate and estimate of hours for Laborers	<u>60</u> quantity x <u>28.00</u> unit cost =	\$ <u>1680.00</u> total cost
Contingency Allowance	<u>1</u> quantity x lump sum =	\$ <u>10,000</u> total cost
Estimated Total Cost		\$ <u>35,001.00</u> total cost

Due to the nature of the work, the County acknowledges that it is likely that unanticipated conditions will be encountered. Work and materials in excess of that identified above will be considered out of scope work. All out of scope work must be identified and approved by the County prior to being performed and before additional fees will be paid to G2. The cost of additional materials will be paid at the above quoted rate or at the invoiced cost to G2 of other materials not specified above and additional labor at the above quoted rate. Use of the contingency allowance will be at the discretion of the County and will require prior approved before being released to G2. Final payment will be based on the actual quantities of material and labor used and may include a deduct change order. G2 will submit monthly invoices for payment that provides detailed information for the work being claimed. Payment will be in accordance with standard County requirements.

Attachment 3

Scope of Services for Installation of Landfill Gas Extraction Wells Marion County Baseline Landfill

G2 Energy will provide materials, equipment and labor to perform the work presented in this scope of services as follows:

- Installation of 15 new landfill gas extraction wells
- Extraction wells will also include:
 - wellheads
 - PE or PVC well bore seal
 - All materials needed to complete the wells
- Well piping will be extend 10 feet above existing grade to accommodate for future earthworks.
- All fitting, connections, and miscellaneous items required to complete the installation. All miscellaneous metals will be 316 series stainless steel.
- Well bore seals and wellheads will be installed as part of this work.
- Wells will be constructed as shown on the attached figure unless modifications are authorized by the County
- The total estimated depth of well bores below grade is 800 linear feet. Actual depths will vary.
- Location of wells will be identified by the County and will be accessible by standard drilling equipment.
- Wells will not be located on sides slopes.
- G2 will perform minor earthworks as need to complete this work.
- G2 will load drill cuttings into a County provided roll of box for transport to the disposal area.
- The work area will be cleaned of cuttings by the end of every day.
- Submittal of product information sheets and shop drawings for materials and products used in the work for approval by the County.
- Restore damaged grassed areas with sod.

The County will inspect all work and materials for compliance with the construction requirements and proper operation before final payment. Additionally, the County has the following requirements:

- All work and materials will be suitable for use by G2 in the development of the Gas to Power project.
- All products and materials will come with a one year full repair and replacement warranty from G2. Dealings with the product suppliers and manufacturers will be the sole responsibility of G2.
- All work will be performed to minimize impact to the gas collection system and to maintain compliance with Solid Waste and Air Emissions permits.
- The County will be kept informed of the schedule of work, progress made and anticipated outages on the flare station.
- G2 is responsible to obtain all equipment (i.e. excavator) needed for the work.

- G2 is responsible to obtain all labor.
- G2 is responsible for all health and safety issues and will ensure employee safety including trench safety, temporary connections, monitoring, and PPE as required.
- G2 will be responsible to provide temporary barriers and methods to safe all work areas at the end of each work day.
- G2 is responsible for having and maintaining liability insurance as required by the master contract.
- John Sullivan will be the site supervisor and be on site during all periods of work
- G2 will provide as-built drawings, elevations and/or notated drawings where modifications are performed as applicable.
- G2 will provide training to County staff in the installation, operation and maintenance procedures for all new equipment.
- G2 will maintain and provide detailed wellbore logs the format of which will be agreed upon prior to beginning work.
- G2 will protect all existing structures and utilities in the area of work, remove and replace the security fence as needed and provide temporary security fencing.
- G2 will exercise extreme care and provide vertical control of drilling to avoid the bottom liner system.
- G2 is responsible to have and maintain liability insurance as required by the master contract.

Quantities and unit prices for materials and labor are to be estimated by G2 (John Sullivan) and be provided as part of this Scope of Services to include the following:

Well Construction and (materials and labor)	1203 800-LF x 88.00	unit cost =	105,864.00	\$	total cost
Labor Rate and Estimate of hours for John Sullivan	60	quantity x 55.00	unit cost =	\$ 3,300.00	total cost
Labor Rate and estimate of hours for Laborers	60	quantity x 28.00	unit cost =	\$ 1,680.00	total cost
Contingency Allowance	1	quantity x lump sum =	\$ 20,000	total cost	
Estimated Total Cost				\$ 130,844.00	total cost

Due to the nature of the work, the County acknowledges that it is likely that unanticipated conditions will be encountered. Work and materials in excess of that identified above will be considered out of scope work. All out of scope work must be identified and approved by the County prior to being performed and before additional

fees will be paid to G2. The cost of additional materials will be paid at the above quoted rate or at the invoiced cost to G2 of other materials not specified above and additional labor at the above quoted rate. Use of the contingency allowance will be at the discretion of the County and will require prior approved before being released to G2. Final payment will be based on the actual quantities of material and labor used and may include a deduct change order. G2 will submit monthly invoices for payment that provides detailed information for the work being claimed. Payment will be in accordance with standard County requirements.

SECOND AMENDMENT TO THE AGREEMENT

This Second Amendment to the Agreement made and entered into July 15, 2008, by and between **G2Energy, LLC** (Agency), whose address is 400 Perimeter Ctr Terraces, Suite 900, Atlanta, GA 30346; possessing Federal Employee Identification Number (FEIN) 20-2663766, and Marion County Board of County Commissioners (Owner), 601 SE 25th Avenue, Ocala, Florida, 34471.

WITNESSETH

WHEREAS, the parties entered into an agreement dated September 18, 2007, this agreement shall remain in full force and effect until all completion of services required of the Agency, and the parties wish to amend such agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. This Agreement shall be deemed to amend the original contract between, Marion County Board of County Commissioners and G2Energy, LLC, for Baseline Landfill Gas Utilization Project, in accordance with the Project #06P-002.
2. This Second amendment is to add additional work as per the attached Exhibit A. The additional work is to be completed by September 30, 2008.
3. All provisions of the original contract document not specifically amended herein shall remain in full force and effect.

In witness whereof the parties have executed this Amendment to Agreement the day and year first written above.

ATTEST:



DAVID R. ELLSPERMANN,
CLERK OF COURT

COUNTY:
MARION COUNTY BOARD OF
COUNTY COMMISSIONERS



CHARLIE STONE, CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



MARION COUNTY ATTORNEY

STATE OF: Georgia

COUNTY OF: DeKalb

ATTEST

G2ENERGY, LLC

[Signature]
MANAGING MEMBER

[Signature]
MANAGING MEMBER

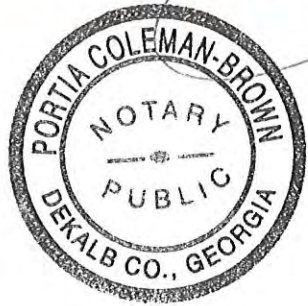
NOTARY CERTIFICATE – To be completed by Agency

Before me this day personally appeared: Rodney Jones and Nick King, as Managing Members of G2Energy, LLC to me well known or produced identification DL (Type of ID) to be the persons described in and who executed the foregoing instrument, and who acknowledged that they did so as officers of said corporation all by and with the authority of the Board of Directors of said corporation.

Witness my hand and seal this 4th day of Aug, 2008.

Signature of Notary Portia Coleman Brown

My Commission Expires March 4, 2012





June 24, 2008
File No. 070002.01

Mr. Ken Whitehead
Marion County Solid Waste
5601 SE 66th Street
Ocala, Florida 34480

Subject: RE: Gas to Power Project – Landfill Gas System Expansion

Dear Ken:

Pursuant to the County's request, G2 is happy to provide the County with cost to construct the upcoming landfill gas system expansion. The cost estimate is based on drawings prepared by Jones Edmunds titled Baseline Landfill Gas Collection System Expansion, May 2008. A cost estimate sheet prepared by Jones Edmunds and updated by Sullivan Environmental is attached. All work will be performed in accordance with the attached drawings.

Thank you for the opportunity to provide our services and please contact myself if you have questions or need additional information.

Very truly yours,

A handwritten signature in cursive script that reads "Nick King".

Nick King
G2

Attachments

CC: Mike Sims, Marion County
Mark Hadlock, Jones Edmunds
Rebecca Kelner, Jones Edmunds

Attachment 1

Scope of Service 4

Marion County Baseline Landfill

Active Gas Collection System Piping

G2 Energy will provide materials, equipment and labor to perform the work presented in this Scope of Services as follows:

- Construct the active gas collection system as detailed on the accompanying drawings and specifications.
- Perform earthworks as identified in the drawings.
- Provide start-up field services to bring the wellfield into operation to meet both FDEP and G2 requirements.
- Submit product information sheets and shop drawings for materials and products used in the work.
- Note that the installation of the gas extraction wells is not included in this scope of services. However, these projects are closely related and will require coordination between both projects.
- Reuse/salvage existing 12", 6" HDPE pipe, valves and other miscellaneous gas systems materials available on-site as available and useful.

The County will inspect all work and materials for compliance with the construction requirements and proper operation before final payment. Additionally, the County has the following requirements:

- All work and materials will be suitable for use by G2 in the development of the Gas-to-Power project.
- All products and materials will come with a 1-year full repair and replacement warranty from G2. Dealings with the product suppliers and manufacturers will be the sole responsibility of G2.
- All work will be performed to minimize impact to the gas collection system and to maintain compliance with Solid Waste and Air Emissions permits.
- The County will be kept informed of the schedule of work, progress, and anticipated outages at the flare station.
- G2 is responsible to obtain all equipment (i.e. excavator, dozers, graders, compactors ect) needed for the work.
- G2 is responsible to obtain all labor
- G2 is responsible for all health and safety issues and will ensure employee safety with respect to trench safety, temporary connections, monitoring, and PPE as required.
- G2 will be responsible to provide temporary barriers and methods to safe all work areas at the end of each work day.
- G2 is responsible for having and maintaining liability insurance as required by the master contract.

6/27/2008

- John Sullivan will be the site supervisor and be on site during all periods of work.
- G2 will provide final topographic survey, as-built drawings and/or notated drawings where modifications are performed as applicable by a registered surveyor.
- G2 will provide training to County staff in the installation, operation and maintenance procedures for all new equipment.

Quantities and unit prices for materials and labor are to be estimated by G2 and be provided as part of this Scope of Services. The proposal form is attached.

Due to the nature of the work, the County acknowledges that it is likely that unanticipated conditions will be encountered. Work and materials in excess of that identified above will be considered out of scope work. All out of scope work must be identified and approved by the County prior to being performed and before additional fees will be paid to G2. The cost of additional materials will be paid at the above quoted rate or at the invoiced cost to G2 for other materials not specified above and additional labor at the above quoted rate. Use of the contingency allowance will be at the discretion of the County and will require prior approved before being released to G2. Final payment will be based on the actual quantities of material and labor used and may include a deduct change order. G2 will submit monthly invoices for payment that provides detailed information for the work being claimed. Payment will be in accordance with standard County requirements.

Marion County Baseline Landfill - G2 Scope of Services Proposal 4
 Gas Collection System Expansion
 Proposal Summary 6-26-08

Item Number	Description	Quantity	Units	Unit Price	Total
1	Mobilization and General Conditions	1	LS	\$ 4,500.00	\$ 4,500.00
2	Connection to Existing Wellheads	20	Each	\$ 400.00	\$ 8,000.00
3	Existing 12" HDPE Pipe- butt or electro fusion	150	LF	\$ 4.00	\$ 600.00
4	New 12" HDPE Pipe -butt or electro fusion		LF	\$ 30.00	\$ -
5	New 8" HDPE Pipe - butt or electro fusion	400	LF	\$ 15.39	\$ 6,156.00
6	New 6" HDPE Pipe- butt or electro fission	2,900	Each	\$ 7.82	\$ 22,678.00
7	12" HDPE Pipe- FLG-FLG Connections	2	Each	\$ 1,593.23	\$ 3,186.46
8	8" HDPE Pipe- FLG-FLG Connections	4	Each	\$ 872.07	\$ 3,488.28
9	6" HDPE Pipe- FLG-FLG Connections	22	Each	\$ 741.39	\$ 16,310.58
10	12" HDPE Pipe- Fittings and Valves	1	LS	\$ 7,578.24	\$ 7,578.24
11	8" HDPE Pipe- Fittings and Valves	3	LS	\$ 3,709.46	\$ 11,128.38
12	6" HDPE Pipe- Fittings and Valves	1	LS	\$ 2,678.22	\$ 2,678.22
10	12" Road Crossing	1	LS	\$ 3,000.00	\$ 3,000.00
11	Anchor Blocks - 12 " (includes item 25 below)	6	Each	\$ 1,127.04	\$ 6,762.24
12	Anchor Blocks - 8 "	9	Each	\$ 1,083.12	\$ 9,748.08
13	Anchor Blocks - 6 "	26	Each	\$ 1,036.76	\$ 26,955.76
14	Detail 5 on C-2 Leachate Cleanout	12	Each	\$ 1,200.00	\$ 14,400.00
15	Detail 4 on C-2 Connection Detail	1	LS	\$ 2,881.04	\$ 2,881.04
16	Detail 3 on C-2 Connection Detail	1	LS	\$ 3,070.34	\$ 3,070.34
17	Detail 2 on C-2 Connection Detail	1	LS	\$ 615.90	\$ 615.90
18	Earthworks- Fill & Replacing Undercut	9,507	CY	\$ 12.50	\$ 118,837.50
19	Earthworks-Cut (refuse and undercut)	9,262	CY	\$ 4.88	\$ 45,198.56
20	Road Underdrain- 4" SDR 17 Perforated Including Trenching and Backfill	1,100	LF	\$ 13.37	\$ 14,707.00
21	Road Underdrain- Gravel	400	CY	\$ 88.45	\$ 35,380.00
22	Road Underdrain- Geotextile Wrap	16,000	SF	\$ 0.11	\$ 1,760.00
23	Lower Access Road Pipe Crossing	1	LS	\$ 16,153.00	\$ 16,153.00

Item Number	Description	Quantity	Units	Unit Price	Total
24	Lined Road Swale Installation (County Supplied 30 mil LDPE) (refer to detail)	1	LS	\$ 21,850.00	\$ 21,850.00
25	Relocate Existing 12" Pipe on South Slope	1	LS	\$ 7,200.00	\$ 7,200.00
26	Safety Compliance	1	LS	\$ 1,500.00	\$ 1,500.00
27	Labor Rate - John Sullivan		\$/Hr	\$ 55.00	\$ -
28	Labor Rate - Laborers		\$/Hr	\$ 30.00	\$ -
29	Labor Rate -Fusion Tech		\$/Hr	\$ 75.00	\$ -
30	Record Drawing and Survey	1	LS	\$ 7,500.00	\$ 7,500.00
31	Contingency Allowance	1	LS	\$ 50,000.00	\$ 50,000.00
Total					\$ 473,823.58
Add Alternates					
1A	Sod	100,000	SF	\$ 0.34	\$ 34,000.00
2A	Horizontal Collection/Injection Trench (same detail as underdrain)	500	LF	\$ 47.42	\$ 23,710.00

Notes:

- 1- All prices include materials, labor and fully completed installation unless otherwise noted.
- 2 - Quantities and resulting costs to the County are approximate and will be adjusted based on actual work performed as measured in the field by the County.
- 3- The unit prices provided by the contractor above will be used for the calculation for additional or lesser amounts of material/work actually performed.
- 4- The cost of additional work tasks not identified above will be by negotiation.
- 5- Numbers in **BOLD** were provided by G2 as part of the proposal.
- 6- Proposal is based on the written Scope of Services and Drawings dated June 2008 titled Baseline Landfill Gas collection System Expansion.
- 7- The cost of all line item tasks are subject to adjustment based on modifications to constructions details in the field to provide a more cost effective design.
- 8- Line item costs shown as lump sum will be paid based on the actual materials used and work performed.
- 9- Add alternates may be selected by the County at any time during the project and paid for using the contingency line item, by contract change modification or new scope of services.



06/30/2008

Signature by G2 Cooperate Officer

Date

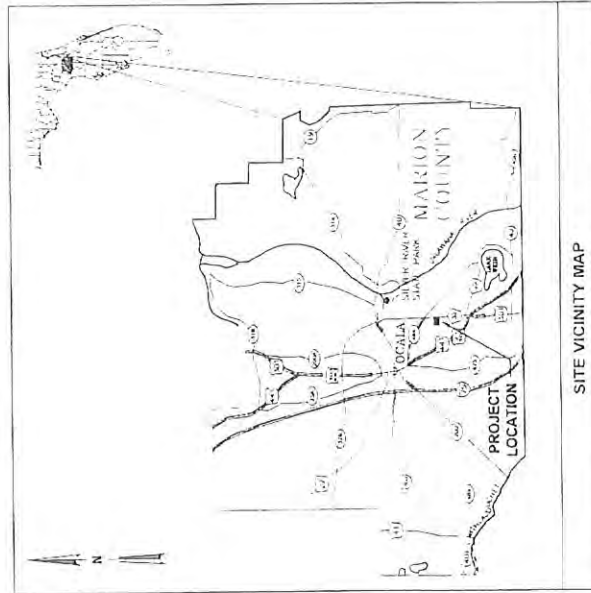
BASELINE LANDFILL

GAS COLLECTION SYSTEM EXPANSION

MARION COUNTY, FLORIDA

PREPARED FOR:

MARION COUNTY BOARD OF COUNTY COMMISSIONERS



SITE VICINITY MAP

PREPARED BY:

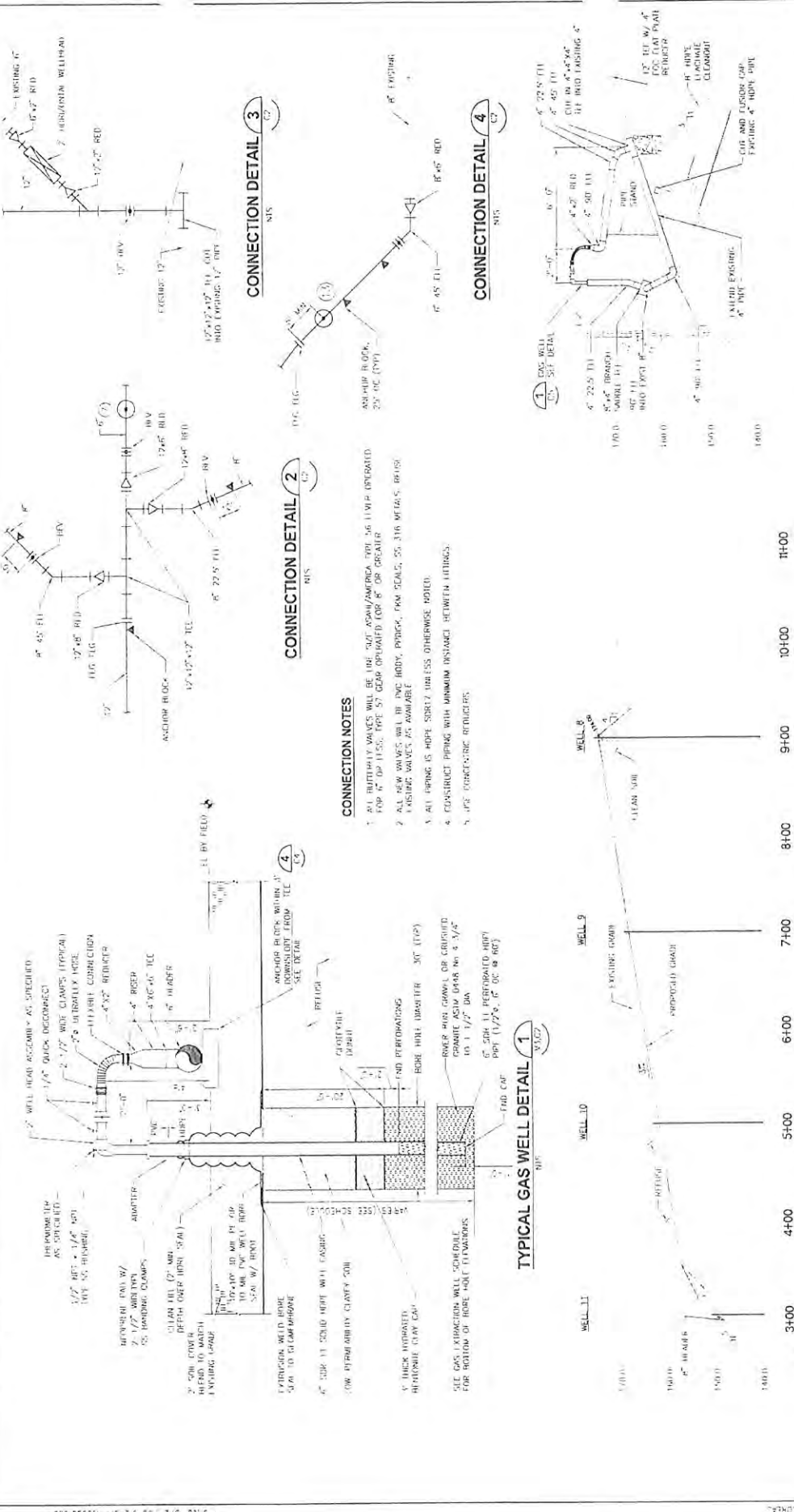
JONES EDMUNDS
7501 WALTON ROAD, GAINESVILLE, FLORIDA 32641 (352) 377-5821
 LICENSE # 00010040841001

DWG. NO.	DESCRIPTION
V-1	COVER SHEET
V-2	GENERAL NOTES
V-3	LEGEND AND ABBREVIATIONS
V-4	TOPOGRAPHIC SHEET
V-5	PHASE I GAS COLLECTION PLAN
V-6	DETAILS
V-7	DETAILS



MAY 2008

PROJECT No: 13150-095-01



SECTION A
 1" = 10' V.
 1" = 10' H.

LEACHATE CLEANOUT MODIFICATION DETAIL 5
 NTS

(TOP OF 12' HEADINGS)

DETAILS

BASELINE LANDFILL GAS COLLECTION SYSTEM EXPANSION MARION COUNTY, FLORIDA

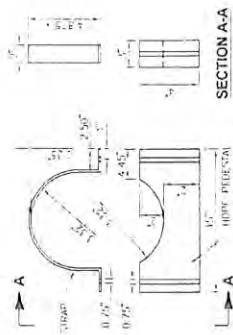
JONES EDMUNDS
 1100 N. WASHINGTON AVE., SUITE 200, GAITHERSBURG, MD 20878

REV	DATE	BY	CHKD	DESCRIPTION

REVISION: 1. CHU WAS NOT AS NOTED TO ACHIEVE UNIFORM 92 MINIMUM GROSS AS 5' DIA. 2. IN AREAS OF CHL. UNDERGROUND HEAD ELEVATION IS 2' LEFT AND REPLACE WITH CLEAN 3" 3. COMPLETE ALL SURFACES TO DETAIL 4. ALL 12" PPTS. TO BE WELDED PROTECT

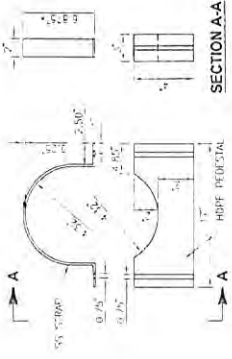
PROJECT NO.	DATE	PROJECT	SCALE
11150-050-01	MAY 2008	2041	AS BUILT

PRELIMINARY



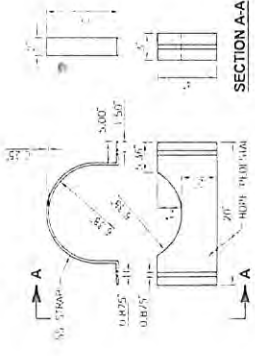
DIMENSION VARIES WITH GAS HEADER

6" PIPE ANCHOR BLOCK DETAIL (TYP) 1

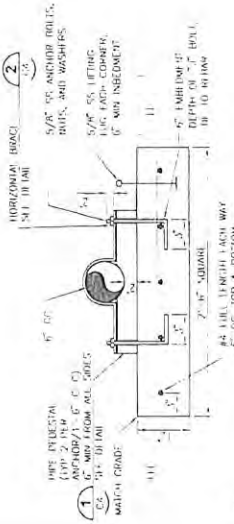


DIMENSION VARIES WITH 6" GAS HEADER

6" PIPE ANCHOR BLOCK DETAIL (TYP) 2

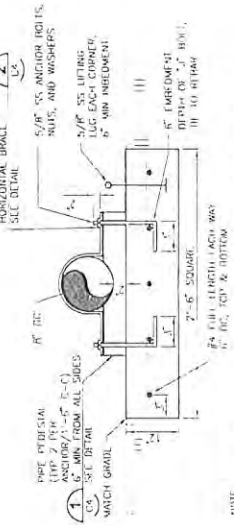


12" PIPE ANCHOR BLOCK DETAIL (TYP) 3



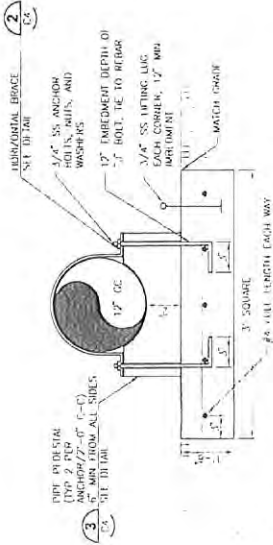
- NOTE**
- PIPE SUPPORTS SHALL BE ASSEMBLED WITH 1/4" THICK 150# WHP AROUND PIPE AT THE GRADE, TIGHT TO 15-11-18.
 - EXCAVATE EXPOSED SOIL OR WASTE MIN 3" BELOW & AROUND ANCHOR BOLT & BACKFILL WITH STRUCTURAL FILL & COMPACT TO 90% MOD PROCTOR.
 - BACKFILL FOR 6" HEAD, 50# 1/2 DPT, OD - 6.625.

6" PIPE ANCHOR BLOCK DETAIL (TYP) 4



- NOTE**
- PIPE SUPPORTS SHALL BE ASSEMBLED WITH 1/4" THICK 150# WHP AROUND PIPE AT THE GRADE, TIGHT TO 15-11-18.
 - EXCAVATE EXPOSED SOIL OR WASTE MIN 3" BELOW & AROUND ANCHOR BOLT & BACKFILL WITH STRUCTURAL FILL & COMPACT TO 90% MOD PROCTOR.
 - BACKFILL FOR 8" HEAD, 50# 1/2 DPT, OD - 8.625.

8" PIPE ANCHOR BLOCK DETAIL (TYP) 5



- NOTE**
- PIPE SUPPORTS SHALL BE ASSEMBLED WITH 1/4" THICK 150# WHP AROUND PIPE, TIGHT TO 15-11-18.
 - EXCAVATE EXPOSED SOIL OR WASTE MIN 3" BELOW & AROUND ANCHOR BOLT & BACKFILL WITH STRUCTURAL FILL & COMPACT TO 90% MOD PROCTOR.
 - BACKFILL FOR 12" HEAD, 50# 1/2 DPT, OD - 12.75.

12" TYPICAL ANCHOR POINT SUPPORT DETAIL 6

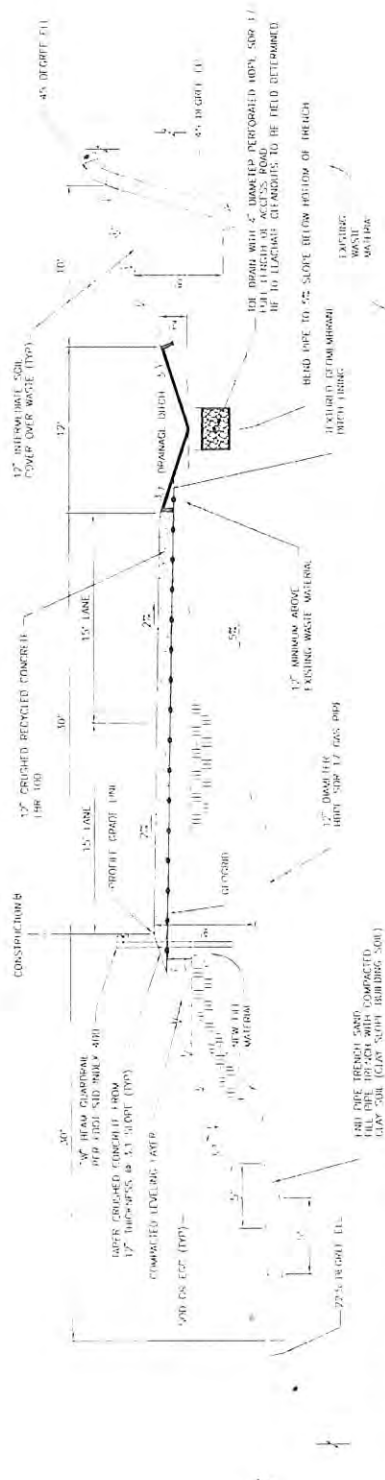
REV	DATE	DESCRIPTION	BY	CHK

PROJECT NO.	13150-095-01
DATE	MAY 2018
PROJECT	AS-BUILT
DATE	
BY	
CHK	
DATE	
BY	
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BASELINE LANDFILL
 GAS COLLECTION SYSTEM EXPANSION
 MARION COUNTY, FLORIDA



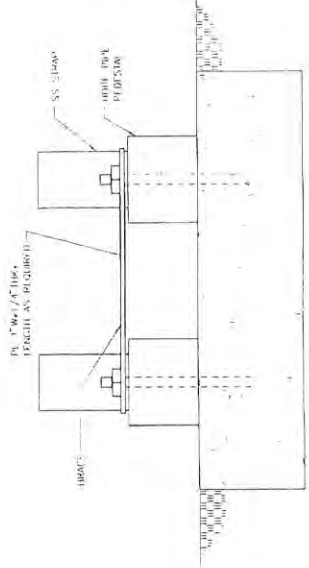
PRELIMINARY



NOTE: CHANNEL BRCH HAS 1% SLOPE FROM SW TO NE AND WITH A 1% TRANSVERSE TO A 2% SLOPE FROM SW TO NE AT 10%.

ACCESS ROAD TYPICAL SECTION

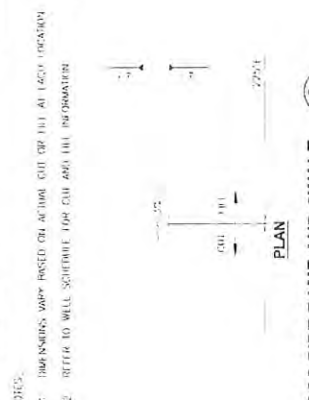
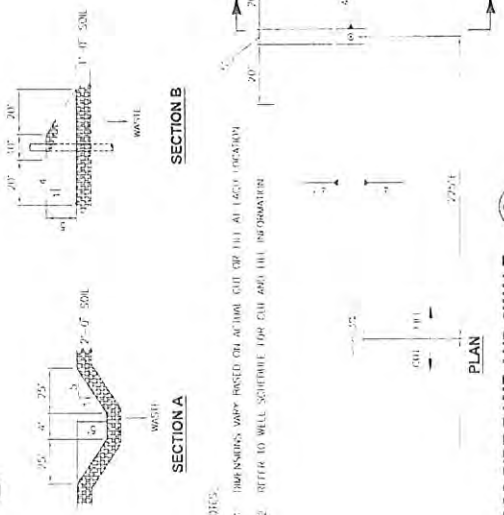
1
L1



NOTE:
 1. ALL PIPE AND ANCHOR BLOCKS SHALL BE CAST IN PLACE CONCRETE.
 2. BRCH AND PIPE SIZES VARY BASED ON PRO SIZE.
 3. BRCHES PER ANCHOR BLOCK SHALL BE CAST IN PLACE.
 4. BRCHES SHALL BE CAST ON 1\"/>

ANCHOR BLOCK HORIZONTAL BRACE

2
L1



GCCS PIPE RAMP AND SWALE

3
L1

JONES EDMUNDS
THE ENGINEERING AND ARCHITECTURAL FIRM

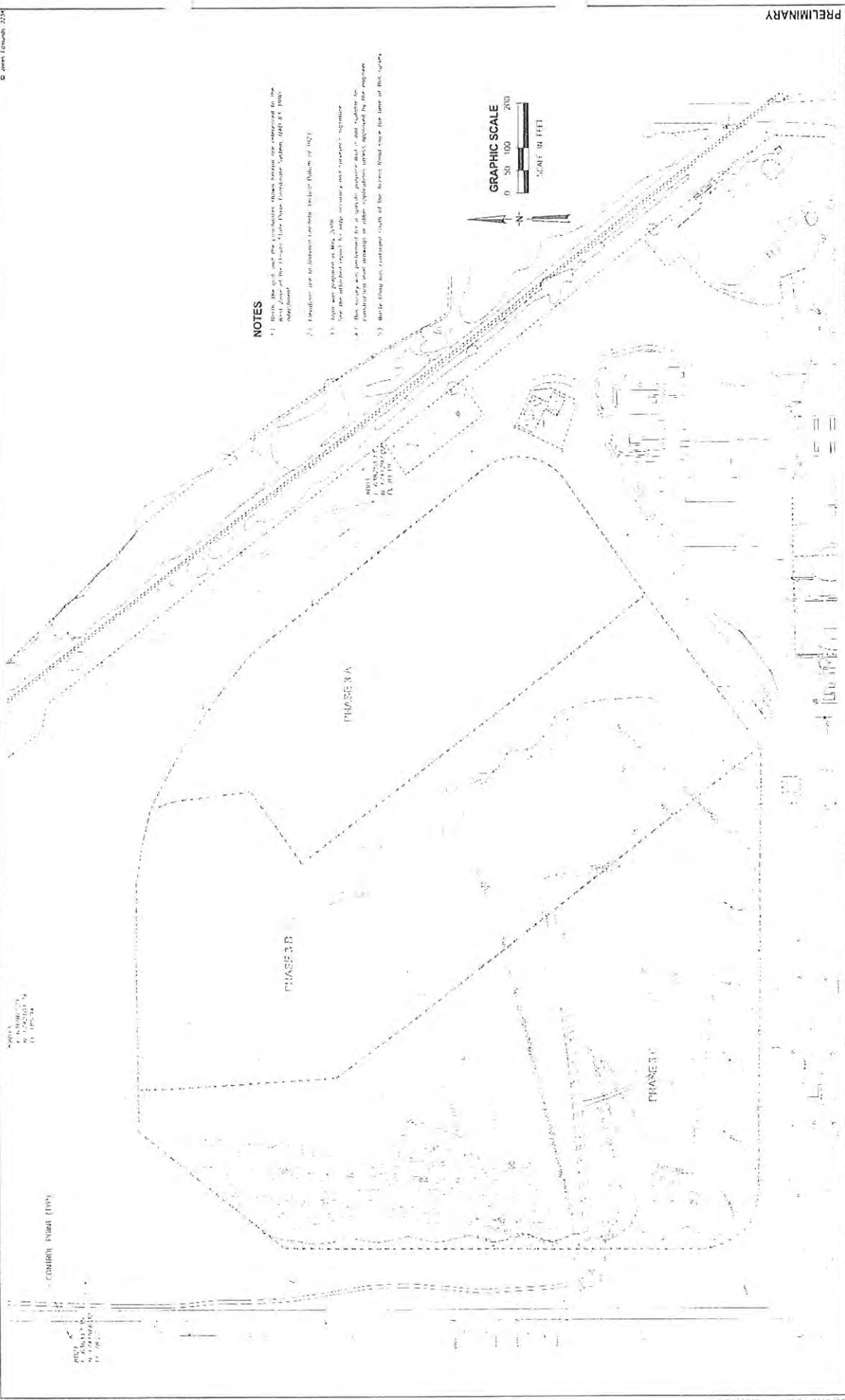
BASELINE LANDFILL
 GAS COLLECTION SYSTEM EXPANSION
 MARION COUNTY, FLORIDA

DETAILS

PROJECT NO.	13150895-01
DATE	MAY 2008
BY	SKM
CHECKED BY	AV
DATE	10/03/08
PROJECT	PL # 165801
SCALE	C. 1

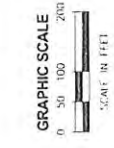
PRELIMINARY

\\p0001\proj\13140 Marion County\095 Pipeline Gas Collection\Contract Drawings\1312095-001.dwg



NOTES

- 1) North arrow and the coordinates shown herein are referenced to the North Zone of the North State Plane Coordinate System, 1983 F.T.M.D. projection.
- 2) Elevation are to datum (vertical height) datum of 1929.
- 3) Spot and proposed elevations are in feet.
- 4) Spot elevations are for existing conditions only. Proposed elevations are for proposed conditions only. Proposed elevations are for proposed conditions only.
- 5) Details show the construction details of the system. Details show the construction details of the system.



PRELIMINARY

DATE		PROJECT NO.	
MAY 2008		13140-095-01	
DRAWN BY		SCALE	
MARK D. HARRISON		1" = 100'	
CHECKED BY		DATE	
C. C. S.			
TOPOGRAPHIC SURVEY			
BASELINE LANDFILL GAS COLLECTION SYSTEM EXPANSION MARION COUNTY, FLORIDA			
JONES EDMUNDS <small>INCORPORATED ENGINEERS, ARCHITECTS, PLANNERS, INTERIORS, LANDSCAPE ARCHITECTS</small>			
DATE	BY	APP'D	CHECKED

THIRD AMENDMENT TO THE AGREEMENT

This Third Amendment to the Agreement made and entered into May 19, 2009, by and between **G2Energy Marion, LLC** (Agency), whose address is 400 Perimeter Ctr Terraces - Suite 900, Atlanta, GA 30346; possessing Federal Employee Identification Number (FEIN) **20-2663766**, and Marion County Board of County Commissioners (Owner), 601 SE 25th Avenue, Ocala, Florida, 34471.

WITNESSETH

WHEREAS, the parties entered into an agreement dated September 18, 2007, this agreement shall remain in full force and effect until all completion of services required of the Agency, and the parties wish to amend such agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. This Agreement shall be deemed to amend the original contract between, Marion County Board of County Commissioners and G2Energy Marion, LLC, for Baseline Landfill Gas Utilization Project, in accordance with the Project #06P-002.
2. This Third amendment 06P-002-CA-03 is to add additional work as per attached Exhibit A. The additional work is to be completed by October 30, 2009.
3. All provisions of the original contract document not specifically amended herein shall remain in full force and effect.


In witness whereof the parties have executed this Amendment to Agreement the day and year first written above.

ATTEST:



DAVID R. ELLSPERMANN,
CLERK OF COURT

COUNTY:
MARION COUNTY BOARD OF
COUNTY COMMISSIONERS



JAMES T. PAYTON JR.,
CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



MARION COUNTY ATTORNEY

ATTEST

[Signature]
~~OFFICER OF CORP.~~
Managing Member

(M) (Marion)
G2ENERGY, LLC
[Signature]
~~PRESIDENT OF CORP.~~
Managing Member

STATE OF: Idaho

COUNTY OF: Ada

NOTARY CERTIFICATE – To be completed by Agency

Before me this day personally appeared: John Prehn and Rodney Jones, as managing member and managing member respectively of G2Energy, LLC to me well known or produced identification _____ (Type of ID) to be the persons described in and who executed the foregoing instrument, and who acknowledged that they did so as officers of said corporation all by and with the authority of the Board of Directors of said corporation.

Witness my hand and seal this 20th day of May, 2009.

Signature of Notary [Signature]

Notary Stamp:

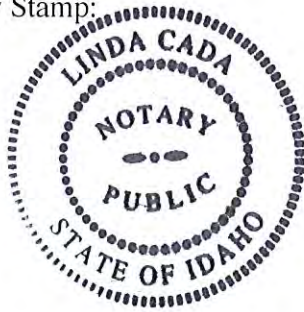


EXHIBIT A

Scope of Service 5 Marion County Baseline Landfill Active Gas Collection System Expansion

G2 Energy will provide materials, equipment and labor to perform the work identified in the Attached Proposal Summary dated 4-25-09.

The County will inspect all work and materials for compliance with the construction requirements and proper operation before final payment. Additionally, the County has the following requirements:

- All work and materials will be suitable for use by G2 in the development of the Gas-to-Power project.
- All products and materials will come with a 1-year full repair and replacement warranty from G2. Dealings with the product suppliers and manufacturers will be the sole responsibility of G2.
- All work will be performed to minimize impact to the gas collection system and to maintain compliance with Solid Waste and Air Emissions permits.
- The County will be kept informed of the schedule of work, progress, and anticipated outages at the flare station.
- G2 is responsible to obtain all equipment (i.e. excavator, dozers, graders, compactors ect) needed for the work.
- G2 is responsible to obtain all labor
- G2 is responsible for all health and safety issues and will ensure employee safety with respect to trench safety, temporary connections, monitoring, and PPE as required.
- G2 will be responsible to provide temporary barriers and methods to safe all work areas at the end of each work day.
- G2 is responsible for having and maintaining liability insurance as required by the master contract.
- John Sullivan will be the site supervisor and be on site during all periods of work.
- G2 will provide final as-built drawings and/or notated drawings where modifications are performed as applicable by a registered surveyor.
- G2 will provide training to County staff in the installation, operation and maintenance procedures for all new equipment.
- Provide start-up field services to bring the wellfield into operation to meet both FDEP and G2 requirements.
- Submit product information sheets and shop drawings for materials and products used in the work.

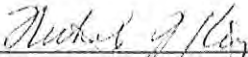


Marion County Baseline Landfill - G2 Scope of Services Proposal 5
 Gas Collection System Expansion
 Proposal Summary 04-24-09

Task Number	Description	Quantity	Units	Unit Price	Total
1	Cell C Piping Connections				
1.1	Existing 12" HDPE Pipe- butt or electro fusion	200	LF	\$ 10.00	\$ 2,000.00
1.2	New 8" HDPE Pipe - butt or electro fusion	1,140	LF	\$ 15.39	\$ 17,544.60
1.3	New 6" HDPE Pipe- butt or electro fusion	640	LF	\$ 4.31	\$ 2,758.40
1.4	Earthworks- Cut & Fill	1	LS	\$ 37,918.00	\$ 37,918.00
2	Pneumatic Dewatering System				
2.1	Dewatering pumps and controllers	4	EA	\$ 5,263.00	\$ 21,052.00
2.2	Compressed air supply line from Urban Cell	1600	LF	\$ 11.40	\$ 18,240.00
2.3	Liquid drainage line to Cell C Wetwell	1	LS	\$ 1,200.00	\$ 1,200.00
2.4	Swale crossing	1	LS	\$ 1,500.00	\$ 1,500.00
2.5	Flow meter, TVSS & connections	1	LS	\$ 2,800.00	\$ 2,800.00
2.6	Spare pump	2	EA	\$ 3,653.00	\$ 7,306.00
3	Flare Tip Variable Orifice				
3.1	Installed variable tip orifice	1	LS	\$ 48,200.00	\$ 48,200.00
3.2	Power supply, control wiring & programming	1	LS	\$ 7,500.00	\$ 7,500.00
4	Urban Cell Gas Migration Control				
4.1	Vertical wells -40' deep	200	LF	\$ 50.00	\$ 10,000.00
4.2	Well boots	5	EA	\$ 600.00	\$ 3,000.00
4.3	Wellheads	5	EA	\$ 325.00	\$ 1,625.00
4.4	6" Vacuum collection piping, swale crossing & repair	600	LF	\$ 9.75	\$ 5,850.00
4.5	Knockout	1	LS	\$ 4,200.00	\$ 4,200.00
4.6	Pneumatic pump and controller	1	LS	\$ 5,263.00	\$ 5,263.00
4.7	2" Compressed air supply line	500	LF	\$ 3.19	\$ 1,595.00
4.8	2" Condensate Discharge Line	500	LF	\$ 3.19	\$ 1,595.00
5	Boot Seals for Wells 70,72,74,149 &162	4	EA	\$ 600.00	\$ 2,400.00
6	Cell A Cleanout Connections				
6.1	Conversion and wellhead	2	LS	\$ 400.00	\$ 800.00
6.2	4" Vacuum Collection Piping	1	LS	\$ 5,000.00	\$ 5,000.00
6.3	Connection to Urban Cell	1	LS	\$ 250.00	\$ 250.00
6.4	Connection to Cell A	1	LS	\$ 250.00	\$ 250.00
7	Cell C U Trap Modifications	12	EA	\$ 250.00	\$ 3,000.00
8	Replace Flow Meters				
8.1	Cell B detection and collection w/ TVSS	2	EA	\$ 2,370.00	\$ 4,740.00
8.2	Cell A detection and collection w/TVSS	2	EA	\$ 2,370.00	\$ 4,740.00

Quantities and unit prices for materials and labor are to be estimated by G2 and be provided as part of this Scope of Services. The proposal form is attached.

Due to the nature of the work, the County acknowledges that it is likely that unanticipated conditions will be encountered. Work and materials in excess of that identified above will be considered out of scope work. All out of scope work must be identified and approved by the County prior to being performed and before additional fees will be paid to G2. The cost of additional materials will be paid at the above quoted rate or at the invoiced cost to G2 for other materials not specified above and additional labor at the above quoted rate. Use of the contingency allowance will be at the discretion of the County and will require prior approved before being released to G2. Final payment will be based on the actual quantities of material and labor used and may include a deduct change order. G2 will submit monthly invoices for payment that provides detailed information for the work being claimed. Payment will be in accordance with standard County requirements.

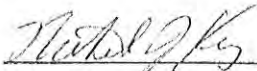

Signature by G2 Cooperate Officer

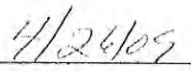

Date

Task Number	Description	Quantity	Units	Unit Price	Total
9	Repair Cell C Pipe Anchor	1	LS	\$ 800.00	\$ 800.00
10	Cell C South Slope Piping Mods				
10.1	Underdrain	1	LS	\$ 19,507.00	\$ 19,507.00
10.2	Relocate Pipe	1	LS	\$ 7,570.00	\$ 7,570.00
10.3	Liner Welding	1	LS	\$ 3,921.00	\$ 3,921.00
11	Record Survey	1	LS	\$ 5,000.00	\$ 5,000.00
12	Mobilization	1	LS	\$ 3,500.00	\$ 3,500.00
13	Contingency				\$ 40,000.00
Total					\$ 302,625.00

Notes:

- 1- All prices include materials, labor and fully completed installation unless otherwise noted.
- 2 - Quantities and resulting costs to the County are approximate and will be adjusted based on actual work performed as measured in the field by the County.
- 3- The unit prices provided by the contractor above will be used for the calculation for additional or lesser amounts of material/work actually performed.
- 4- The cost of additional work tasks not identified above will be by negotiation.
- 5- Numbers in BOLD were provided by G2 as part of the proposal.
- 6- Proposal is based on the written Scope of Services and Drawings dated April 24, 2009 titled Active Gas Collection System E
- 7- The cost of all line item tasks are subject to adjustment based on modifications to constructions details in the field to provide a more cost effective design.
- 8- Line item costs shown as lump sum will be paid based on the actual materials used and work performed.


 Signature by G2 Cooperate Officer


 Date

FOURTH AMENDMENT TO THE AGREEMENT

This Fourth Amendment to the Agreement made and entered into March 2, 2010, by and between G2Energy Marion, LLC (Agency), whose address is 400 Permieter Ctr Terraces - Suite 900, Atlanta, GA 30346; possessing Federal Employee Identification Number (FEIN) 20-2663766, and Marion County Board of County Commissioners (Owner), 601 SE 25th Avenue, Ocala, Florida, 34471.

WITNESSETH

WHEREAS, the parties entered into an agreement dated September 18, 2007, and this agreement shall remain in full force and effect until all completion of services required of the Agency, and the parties wish to amend such agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. This Agreement shall be deemed to amend the original contract between, Marion County Board of County Commissioners and G2Energy Marion, LLC, for Baseline Landfill Gas Utilization Project, in accordance with the Project #06P-002.
2. This Fourth Amendment (06P-002-CA-04) is to add to the contract, the scope, terms and conditions for the Addition of the Waste Heat Recovery System Equipment (EXHIBIT A) by Calnetix for prime-contractor, G2Energy Marion, LLC, at the Baseline Landfill. Project shall begin upon execution of contract with completion by September 30, 2010.
3. All provisions of the original contract document not specifically amended herein shall remain in full force and effect.

In witness whereof the parties have executed this Amendment to Agreement the day and year first written above.

ATTEST:



DAVID R. ELLSPERMANN,
CLERK OF COURT

COUNTY:
MARION COUNTY BOARD OF
COUNTY COMMISSIONERS



BARBARA FITOS
CHAIR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



MARION COUNTY ATTORNEY

G2 ENERGY (MARION) LLC STATEMENT OF INTENT REGARDING THE ADDITION OF CERTAIN EQUIPMENT AND SYSTEMS TO ITS MARION COUNTY POWER GENERATION FACILITIES AT BASELINE LANDFILL

This Letter of Intent is to set out for the County's understanding the plan of G2 Energy (Marion) LLC to add a waste heat recovery system to its power generation facility at the Marion County Landfill. The key points of this plan are as follows:

1. G2 Energy (Marion) LLC (G2) has entered into a contract with Calnetix Power Solutions, Inc. of Stuart, Florida, (Calnetix) whereby Calnetix will install a Calnetix heat recovery and power generation system at the G2 Facilities located at the Marion County Landfill, for the purpose of demonstration of the benefits of operation of that system.
2. The Calnetix system will take the exhaust heat from G2's engines and use that heat to generate a small amount of additional electrical power (@100kw) which will be added to the power being exported to Gainesville Regional Utility (GRU) under the Power Purchase Agreement between GRU and G2.
3. Installation of the Calnetix equipment at the G2 Facility will be at no expense to the County. The County will have no responsibility or liability for the installation, use, maintenance or removal of that equipment. All Calnetix equipment shall be considered part of the G2 Energy (Marion) Facility, and G2 will be responsible for that equipment under the terms of the Landfill Gas Rights Agreement between G2 and Marion County in the same manner and to the same extent as G2 is responsible for its original Facility, including all indemnity obligations stated therein.
4. Installation of the Calnetix equipment shall be accomplished during the first half of 2010. All work by Calnetix or its contractors or agents shall be coordinated through G2 and its site management, and shall be accomplished in a manner that does not interfere with the County's operation of its facilities.
5. Operation of the Calnetix equipment will not affect or be detrimental to the operation of the G2 Facilities or to operation of the County's flare as its function is downstream of the operations of both those facilities. Should it be determined that the Calnetix equipment does not provide the benefits expected, or has an unacceptable impact on operation or maintenance of G2's equipment, or on the County's flare or well field, G2 has reserved the right to terminate the use of the Calnetix equipment and have it removed from site at no expense or inconvenience to the County.
6. All revenue obtained as a result of utilizing the Calnetix equipment shall be shared with the County under the Landfill Gas rights Agreement in the same fashion as revenue from power generation is presently shared, as specified in Section 6.A., the Landfill Gas Rights Agreement dated September 18, 2007.

Signature next page

ATTEST

[Signature]
OFFICER OF CORP.
Managing Member

G2ENERGY MARION, LLC

[Signature]
PRESIDENT OF CORP.
Managing Member

NOTARY CERTIFICATE – *To be completed by Agency*

STATE OF: Idaho
COUNTY OF: Ada

Before me this day personally appeared: John Prehn and Rodney Jones
as Managing Member and Managing Member respectively of G2Energy Marion, LLC to me well known or produced identification NA (Type of ID) to be the persons described in and who executed the foregoing instrument, and who acknowledged that they did so as officers of said corporation all by and with the authority of the Board of Directors of said corporation.

Witness my hand and seal this 17 day of March, 20 10.

Signature of Notary [Signature]

Notary Stamp:



FIFTH AMENDMENT TO THE AGREEMENT

This Fifth Amendment to the Agreement made and entered into June 15th, 2010, by and between **G2Energy Marion, LLC** (Agency), whose address is 400 Permieter Ctr Terraces - Suite 900, Atlanta, GA 30346; possessing Federal Employee Identification Number (FEIN) 20-2663766, and Marion County Board of County Commissioners (Owner), 601 SE 25th Avenue, Ocala, Florida, 34471.

WITNESSETH

WHEREAS, the parties entered into an agreement dated September 18, 2007, and this agreement shall remain in full force and effect until all completion of services required of the Agency, and the parties wish to amend such agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. This Agreement shall be deemed to amend the original contract between, Marion County Board of County Commissioners and G2Energy Marion, LLC, for Baseline Landfill Gas Utilization Project, in accordance with the Project #06P-002.
2. This Fifth Amendment shall extend the contract for an additional five (5) years beyond the original end date of September 17, 2028, to a revised end date of September 17, 2033. [The original end date is based on a twenty-year term commencing upon the contract's Commercial Operation Date (COD) of September 17, 2008.]
3. All provisions of the original contract document not specifically amended herein shall remain in full force and effect.

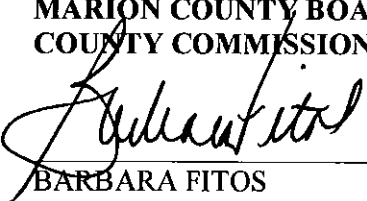
In witness whereof the parties have executed this Amendment to Agreement the day and year first written above.

ATTEST:



DAVID R. ELLSPERMANN,
CLERK OF COURT

**COUNTY:
MARION COUNTY BOARD OF
COUNTY COMMISSIONERS**



BARBARA FITOS
CHAIR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



MARION COUNTY ATTORNEY

ATTEST

G2ENERGY MARION, LLC

[Signature]
OFFICER OF CORP.

[Signature]
PRESIDENT OF CORP.
MANAGING DIRECTOR

NOTARY CERTIFICATE – To be completed by Agency

STATE OF: Georgia
COUNTY OF: DeKalb

Before me this day personally appeared: NICHOLAS KING and RODNEY JONES as MANAGING DIRECTOR and MANAGING DIRECTOR respectively of G2Energy Marion, LLC to me well known or produced identification GA LICENSE (Type of ID) to be the persons described in and who executed the foregoing instrument, and who acknowledged that they did so as officers of said corporation all by and with the authority of the Board of Directors of said corporation.

Witness my hand and seal this 25th day of June, 2010.

Signature of Notary [Signature]

Notary Stamp:



SIXTH AMENDMENT TO THE AGREEMENT

This Sixth Amendment to the Agreement made and entered into July 20, 2010, by and between **G2Energy Marion, LLC** (Agency), whose address is 400 Perimeter Ctr Terraces - Suite 900, Atlanta, GA 30346; possessing Federal Employee Identification Number (FEIN) **20-2663766**, and Marion County Board of County Commissioners (Owner), 601 SE 25th Avenue, Ocala, Florida, 34471.

WITNESSETH

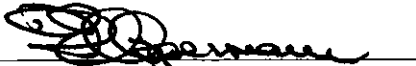
WHEREAS, the parties entered into an agreement dated September 18, 2007, and this agreement shall remain in full force and effect until all completion of services required of the Agency, and the parties wish to amend such agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. This Agreement shall be deemed to amend the original contract between, Marion County Board of County Commissioners and G2Energy Marion, LLC, for Baseline Landfill Gas Utilization Project, in accordance with the Project #06P-002.
2. This Sixth Amendment is to include the additional work to the contract herein attached as Exhibit A and for a contract price of \$58,396.00; services under the scope for this sixth amendment shall begin upon Notice to Proceed and be completed on or before September 30, 2010.
3. This amendment **does not** revise the end date of the term contract, and remains in effect through September 17, 2033.
4. All provisions of the original contract document not specifically amended herein shall remain in full force and effect.

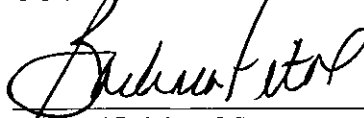
In witness whereof the parties have executed this Amendment to Agreement the day and year first written above.

ATTEST:



DAVID R. ELLSPERMANN,
CLERK OF COURT

COUNTY:
MARION COUNTY BOARD OF
COUNTY COMMISSIONERS



BARBARA FITOS
CHAIR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



MARION COUNTY ATTORNEY

ATTEST

G2ENERGY MARION, LLC

[Signature]
MANAGING MEMBER

[Signature]
MANAGING MEMBER
DIRECTOR

NOTARY CERTIFICATE – *To be completed by Agency*

STATE OF: GA
COUNTY OF: Cobb

Before me this day personally appeared: Rodney C Jones and Nicholas J. King as Managing Member and Managing Director respectively of G2Energy Marion, LLC to me well-known or produced identification GA DLIC (Type of ID) to be the persons described in and who executed the foregoing instrument, and who acknowledged that they did so as officers of said corporation all by and with the authority of the Board of Directors of said corporation.

Witness my hand and seal this 29th day of July, 2010.

Signature of Notary *[Signature]*

Notary Stamp:





June 4, 2010

File No. _____

Mr. Ken Whitehead
Marion County Solid Waste
5601 SE 66th Street
Ocala, Florida 34480

Subject: Baseline Landfill Gas to Power Project – Landfill Gas Collection System Maintenance Services

Dear Ken:

Pursuant to the County's request, G2 is happy to provide the County with a proposal to perform routine maintenance service of the Baseline Landfill's active gas collection and control system (GCCS). Ongoing maintenance and prompt attention to malfunctions of the GCCS are essential to maintain the high level of power production that has been demonstrated to date. As an added benefit this work will also help the County maintain compliance with the Title V Air Operations Permit.

This scope of services provides the County with the availability of on call services and expertise of G2 to immediately respond to malfunctions and make routine minor modifications to the GCCS. Anticipated services include landfill gas extraction well modifications to accommodate waste filling operations, repair of damaged piping, trouble shooting of malfunctions, and recommendations to maintain/ improve the landfill gas quantity and quality required for power plant operations.

The cost estimate to perform this work is \$67,000. The amount of work performed and duration of the contract is dependant on the actual amount of work requested by the County and is limited to the labor and material costs totaling the above amount. An estimated cost to perform individual tasks is attached.

Thank you for the opportunity to provide our services and please contact myself if you have questions or need additional information.

Very truly yours,

A handwritten signature in black ink that reads "Nick King".

Nick King
G2

Attachment 1: Scope of Services

CC: Mike Sims, Marion County
Mark Hadlock, Jones Edmunds

400 PERIMETER CTR TERRACES • SUITE 900 • ATLANTA, GEORGIA 30346

PHONE: (678) 471-6282 • FAX: (770) 668-9679

**G2 Scope of Services #6
Marion County Baseline Landfill
Landfill Gas Collection System Maintenance Services**

G2 Energy will provide materials, equipment and labor to perform the work identified in the attached price detail form.

The County will inspect all work and materials for compliance with the construction requirements and proper operation before final payment. Additionally, the County has the following requirements:

- Work and materials will be suitable for use by G2 in the development of the Gas-to-Power project.
- Products and materials will come with a 1-year full repair and replacement warranty from G2. Dealings with the product suppliers and manufacturers will be the sole responsibility of G2.
- Work will be performed to minimize impact to the gas collection system and to maintain compliance with Solid Waste and Air Emissions permits.
- The County will be kept informed of the schedule of work, progress, and anticipated outages at the flare station.
- G2 is responsible to obtain all equipment (i.e. excavator, dozers, graders, compactors ect) needed for the work.
- G2 is responsible to obtain all labor
- G2 is responsible for all health and safety issues and will ensure employee safety with respect to trench safety, temporary connections, monitoring, and PPE as required.
- G2 will be responsible to provide temporary barriers and methods to safe all work areas at the end of each work day.
- G2 is responsible for having and maintaining liability insurance as required by the master contract.
- John Sullivan will be the site supervisor and be on site during all periods of work.
- G2 will provide final as-built information and/or notated drawings where modifications are performed.
- G2 will provide training to County staff in the installation, operation and maintenance procedures for all new equipment.

Due to the nature of the work, the County acknowledges that it is likely that unanticipated conditions will be encountered. Work and materials in excess of that identified above will be considered out of scope work. All out of scope work must be identified and approved by the County prior to being performed and before additional fees will be paid to G2. The cost of additional materials will be paid at the above quoted rate or at the invoiced cost to G2 for other materials not specified above and additional labor at the above quoted rate. Use of the contingency allowance will be at the discretion of the County and will require prior approved before being released to G2. Final payment will be based on the actual quantities of material and labor used and may include a deduct change order. G2 will submit monthly invoices for payment that provides detailed information for the work being claimed. Payment will be in accordance with standard County requirements.

Attachment 1

G2 Scope of Services #6

Marion County Baseline Landfill

Landfill Gas Collection System Maintenance Services

Reproduced and Corrected by Marion County Procurement

Task#	Description	Quantity	Units	Unit Price	Total
1	Liner Repair	2	Day	\$2,026.00	\$4,052.00
2	Disconnect & Cap Old Piping	1	LS	\$8,905.00	\$8,905.00
3	Water Level Measurements (monthly)	5	EA	\$1,282.00	\$6,410.00
4	Dewatering System Maintenance (monthly)	5	EA	\$1,502.00	\$7,510.00
5	Bury 12" Gas Header	1	LS	\$12,783.00	\$12,873.00
6	Wellfield Balancing for 3 rd Engine	1	LS	\$2,500.00	\$2,500.00
7	Progress Meetings (monthly)	5	EA	\$500.00	\$2,500.00
8	Raise Gas Extraction Wells" 161,160,151 & 6 Spares	9	EA	\$675.00	\$6,075.00
9	120 Day Corrective Actions (TBD)	1	LS	\$5,000.00	\$5,000.00
10	Install Compressed Air Isolation Valve	1	LS	\$2,571.00	\$2,571.00
	TOTAL (CONTRACT VALUE)				\$58,396.00
11	Contingency (10%)				\$5,839.60
					\$64,829.60

BEGIN

NEXT

DOCUMENT

SEVENTH AMENDMENT TO THE AGREEMENT

In accordance with the original Baseline Landfill Gas Utilization Project Agreement entered into September 18, 2007 this Seventh Amendment to the Agreement made and entered into August 16, 2011, by and between **G2Energy Marion, LLC** (Contractor), whose address is 400 Permieter Ctr Terraces - Suite 900, Atlanta, GA 30346; possessing FEIN 20-2663766, and Marion County Board of County Commissioners (Owner), 601 SE 25th Avenue, Ocala, Florida, 34471.

WITNESSETH

WHEREAS this agreement shall remain in full force and effect until all completion of services required of the Contractor, and the parties wish to amend such agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. This Agreement shall be deemed to amend the original contract between Owner and Contractor for Baseline Landfill Gas Utilization Project, in accordance with the original project 06P-002.
2. This Seventh Amendment is to include the additional work to the contract herein attached as Exhibit A and for a contract price of \$48,000; services under the scope for this seventh amendment shall begin upon Notice to Proceed and be completed on or before October 30, 2011.
3. All provisions of the original contract document not specifically amended herein shall remain in full force and effect.

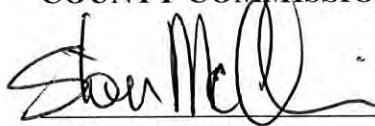
IN WITNESS WHEREOF the parties have executed this Amendment to Agreement the day and year first written above.

**COUNTY:
MARION COUNTY BOARD OF
COUNTY COMMISSIONERS**

ATTEST:



DAVID R. ELLSPERMANN,
CLERK OF COURT



STAN McCLAIN,
CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



MATTHEW G. MINTER,
MARION COUNTY ATTORNEY

ATTEST
G2 Participation LLC

G2ENERGY MARION, LLC

[Signature]
MANAGING MEMBER
By: John Prehn
Its Manager

[Signature]
MANAGING MEMBER

NOTARY CERTIFICATE – To be completed by Notary on behalf of G2Energy Marion, LLC

STATE OF: Idaho
COUNTY OF: Ada

Before me this day personally appeared: John Prehn and Rodney Jones, as
Manager and Manager respectively of G2Energy Marion, LLC
to me well known or produced identification _____ (Type of ID) to be the persons
described in and who executed the foregoing instrument, and who acknowledged that they did so as
officers of said corporation all by and with the authority of the Board of Directors of said corporation.

Witness my hand and seal this 18 day of August, 2011.

Signature of Notary [Signature]

Notary Stamp:





G2 ENERGY LLC

August 2, 2011

File No. _____

Mr. Mike Sims
Marion County Solid Waste
5601 SE 66th Street
Ocala, Florida 34480

Subject: Baseline Landfill-Replacement Well Construction

Dear Mike:

Pursuant to the County's request, G2 is pleased to provide the County this proposal to expand the gas collection and control system (GCCS) in Cell IIC of the Baseline Landfill. The primary purpose of this expansion is to replace six existing landfill gas wells that have been underperforming due to high water levels. Lower rates of gas collection in these wells may cause problems with excess landfill gas surface emissions or leachate side slope seeps. Increasing gas collection from these wells can reduce leachate side slope seeps by reducing landfill gas pressure and leachate levels in the landfill. Side slope seeps are caused by liquids moving horizontally rather than downward where it is collected by the bottom liner system. In severe cases, upon reaching the side slope the leachate may drain outside the limits of the lined landfill and into the stormwater collection system.

On May 25 – 26, 2011, Sullivan Environmental, Inc. investigated 19 vertical extraction wells installed in Cell IIC of the landfill. Each well was sounded to determine the depth to water and the depth to the bottom of the well. Wells that had high water levels were further investigated to determine if a 4-inch pneumatic dewatering pump could be inserted to the bottom of the well. Six of the wells investigated appeared to have been deformed or broken below grade to such an extent that a dewatering pump could not be inserted into the well. The damage may be due to natural movement in the landfill, equipment damage, or shearing at the well joints. The wells that have been identified for replacement are wells 143, 152, 159, 160, 161, and 162; each well is estimated to be drilled approximately 80-feet deep. Field notes from the Sullivan Environmental investigation are provided in Attachment 1.

The new wells will be installed and connected to the existing gas collection system by G2, and will be fitted by the County with dedicated pneumatic dewatering pumps in the new fiscal year beginning October 1, 2011. The dewatering pumps will allow the County to actively manage water levels in the wells and reduce side slope seeps and gas surface emissions. A secondary benefit of this work is to provide additional landfill gas for the power plant and additional revenue to the County. G2 has already purchased 4 of these pumps at no cost to Marion County, which are scheduled to arrive within the next 3 weeks. Under this work scope, G2 Energy will replace the 6 wells; the County will be responsible for

installing and connecting six pumps to the County's existing air supply and condensate discharge system.

Because the new extraction wells are replacing existing, damaged wells, they do not require permitting through the Florida Department of Environmental Protection (FDEP). However, notification to FDEP is required and will be provided by G2. Correspondence from FDEP documenting the notification requirement is provided in Attachment 2. G2 will also provide the County a signed and sealed as-built report for the project, to include well construction details, as-built well schedule, and an updated CAD drawing of the landfill gas system showing the surveyed location and surface elevation of the new wells.

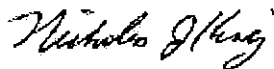
The cost estimate to perform this work is \$60,000. G2 will fund \$12,000 of the cost of the project for a total cost to Marion County not to exceed \$48,000. The total project cost will be paid by G2 and the \$48,000 reimbursed by Marion County. A schedule showing the anticipated payback period by running an additional engine is provided in Attachment 3.

The well installation project is anticipated to begin in late August, 2011 with construction time of approximately 2 - 3 weeks. The construction schedule will depend on the availability of the specialty drill equipment and crews to mobilize to Marion County once the project is authorized.

G2 will provide all services required to design and construct the replacement wells in a process similar to that used to develop the \$5 million power plant. This process will streamline completion of the work and reduce consulting fees to the County. The amount of work performed and duration of the contract is dependant on the conditions encountered and is limited to the labor and material costs totaling the amount shown in Attachment 5. A description of the general services is provided as Attachment 4 and a unit price cost proposal to perform individual tasks is provided as Attachment 5.

Thank you for the opportunity to provide our services and please contact me if you have questions or need additional information.

Very truly yours,



Nick King
G2 Energy

Attachment 1: Field Investigation
Attachment 2: FDEP Correspondence
Attachment 3: Revenue Projections
Attachment 4: Scope of Services
Attachment 5: Cost Proposal Form

CC: Rebecca Kelner, Kelner Engineering
Mickey Pollman, Jones Edmunds
John Sullivan, Sullivan Environmental

400 PERIMETER CTR TERRACES • SUITE 000 • ATLANTA, GEORGIA 30346

PHONE: (678) 471-6282 • FAX: (770) 668-9679

Attachment 1 - Field Investigation Notes

Sullivan Environmental, Inc.
Baseline Landfill Well Soundings

Date	EW#	Top of well to LF Surface	Depth to Water	Depth to Bottom	Comments	Air supply	Flow
5-25/26-11	BLF00137	58"	35.6	58.1	can take pump	no air	6
5-25/26-11	BLF00138	55"	47.2	60.9	can take pump	no air	22
5-25/26-11	BLF00139	32"	33.9	39.0	can take pump	no air	0
5-25/26-11	BLF00140	51"	48.1	63.5	can take pump		2
5-25/26-11	BLF00141	44"	64.3	93.2	yes, but pump seizes easily with heavy liquids, oily sludge in well		4
5-25/26-11	BLF00142	80"	69.1	84.6	yes, has had in past		3
5-25/26-11	BLF00143	28"	32.6	44.1	not able to receive pump past 32ft		2
5-25/26-11	BLF00144	54"	47.0	69.1	can take pump		0
5-25/26-11	BLF00145	32"	69.1	76.5	pump currently installed		6
5-25/26-11	BLF00146	69"	61.3	93.7	pump currently installed		62
5-25/26-11	BLF00147	44"	43.1	55.9	has had in past		1
5-25/26-11	BLF00151	49"	60.8	77.1	pump currently installed		24
5-25/26-11	BLF00152	55"	54.9	94.2	not able to receive pump past 16ft		13
5-25/26-11	BLF00158	55"	65.6	93.1	can take pump		1
5-25/26-11	BLF00159	57"	36.0	36.0	not able to receive pump past 36ft		6
5-25/26-11	BLF00160	61"	34.0	34.0	not able to receive pump past 34ft		13
5-25/26-11	BLF00161	45"	59.2	95.5	not able to receive pump past 30ft		1
5-25/26-11	BLF00162	30"	32.9	32.9	not able to receive pump past 32.9ft, blockage, feels like pinch		3
5-25/26-11	BLF00163	38"	52.9	65.1	can take pump		0

Attachment 2 - FDEP Correspondence

Rebecca Kelner

From: Parker, Wanda [Wanda.Parker@dep.state.fl.us]
Sent: Monday, July 11, 2011 1:33 PM
To: 'Rebecca Kelner'
Cc: Shine, Caroline; Lubozynski, Tom; 'Sims, Mike'; 'Nick King'; 'Mark Hadlock'; 'Michele Pollman'; Kuberski, Garry; Washington, Patrick
Subject: RE: Marion County Baseline Landfill - Replacement of Gas Wells 160 and 161

Hi Rebecca,

Per your email below, please make a note of the replacement wells in the semi-annual report and provide an updated diagram of the landfill showing where the replacement wells are located. Please note my new phone number below and let me know if you have any questions.

Thanks,

Wanda Parker-Garvin
Environmental Manager
Air Resources Management
Central District
3319 Maguire Blvd. Ste 232
Orlando, FL 32803-3767
Wanda.Parker@dep.state.fl.us
Phone: 407-897-2934

From: Rebecca Kelner [mailto:rebecca@kelnerinc.com]
Sent: Monday, July 11, 2011 10:26 AM
To: Parker, Wanda
Cc: Shine, Caroline; Lubozynski, Tom; 'Sims, Mike'; 'Nick King'; 'Mark Hadlock'; 'Michele Pollman'
Subject: FW: Marion County Baseline Landfill - Replacement of Gas Wells 160 and 161

Good Morning Wanda,

Marion County is moving forward with replacing broken landfill gas wells at the Baseline Landfill. In May, Mickey Pollman checked with Solid Waste on their permitting requirements for the replacement wells and Mr. Lubozynski indicated that notification was sufficient (see email below).

Can you please advise on the permitting / notification requirements for the Air Program. Please note that 4 more wells have been identified as being compromised and we will replace 6 total wells. We will revise and re-submit the notification to include all 6 wells once the well schedule is finalized.

Thank you for your assistance and please feel free to call if you have any questions.

Regards,

Rebecca Kelner, PE

Kelner Engineering
1050 NE 10th Place
Gainesville, FL 32601

P: 352.672.8060
F: 866.722.0656
rebecca@kelnerinc.com

From: Lubozynski, Tom [mailto:Tom.Lubozynski@dep.state.fl.us]
Sent: Thursday, May 19, 2011 4:14 PM
To: Michele Pollman; Cheryan, George
Cc: Mark Hadlock; Sims, Mike; Nick King; John Sullivan; Kristine Sullivan; DePradine, Gloria-Jean; Lubozynski, Tom; Shine, Caroline
Subject: Marion County Baseline Landfill - Replacement of Gas Wells 160 and 161

TO: Mickey Pollman

A solid waste permit modification is not required to replace a gas wells. We do want to be notified. You may want to check with the Air program regarding your Title V permit requirements.

Your e-mail is sufficient notification. Thank you.

Tom Lubozynski

F. Thomas Lubozynski, P.E.
Waste Program Administrator
407-893-3328

The Department of Environmental Protection values your feedback as a customer. DEP Secretary Herschel T. Vinyard Jr. is committed to continuously assessing and improving the level and quality of services provided to you. Please take a few minutes to comment on the quality of service you received. Simply click on [this link to the DEP Customer Survey](#). Thank you in advance for completing the survey.

From: Michele Pollman [mailto:MPollman@jonesedmunds.com]
Sent: Thursday, May 19, 2011 10:44 AM
To: Lubozynski, Tom; Cheryan, George
Cc: Mark Hadlock; Sims, Mike; Nick King; John Sullivan; Kristine Sullivan
Subject: 13150-181-01 - Marion County Baseline Landfill - Permit Number SO42-0103935-012 - minor modification for GCCS (modification of Permit Number SO42-0103935-011).

Tom and George,

We have identified two broken wells that must be re-drilled and re-constructed (Wells 160 and 161). My understanding based on previous conversations is that replacing wells does not require a permit modification. Can you confirm this in writing?

The construction details are listed below and the gas well construction detail is attached.

	Surface Elevation (feet)	Bottom Liner Elevation (feet)	Clearance Above Liner (feet)	Well Bore Depth (feet)	Well Bottom Elevation (feet)
Well 160:	170	70	20	80	90
Well 161:	170	70	20	80	90

Your prompt attention is greatly appreciated.

Thanks,

Mickey Pollman

Jones Edmunds & Associates, Inc.
730 NE Waldo Road
Gainesville, FL 32641
Office: 352.377.5821 x1355
Fax: 352.377.3166
Cell: 352.871-7251
mpollman@jonesedmunds.com

The information contained in this message and any file and/or attachment transmitted herewith are confidential and may be legally privileged. It is meant solely for the private use of the intended addressee and not be disclosed to or used by anyone other than the intended addressee. If you receive this transmission by error, please immediately notify the sender by reply email and destroy the original transmission and its attachments. E-mail transmission cannot be guaranteed to be secure or error free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete. The sender therefore does not accept liability for any errors or omissions in the content of this message, which arise as a result of e-mail transmission. If verification is required please request a hard-copy version. Although this e-mail is believed to be free of any virus or other defect that might affect any computer system in which it is received, it is the responsibility of the recipient to ensure that it is virus free.

No virus found in this message.

Checked by AVG - www.avg.com

Version: 10.0.1388 / Virus Database: 1516/3758 - Release Date: 07/11/11

Attachment 3 - Revenue Projections

29-Jul-11

Marion County Engine Three Revenues

Months	September	October	November	December	January	February	March	April	May	June	July	August
County Energy Revenue	\$ 3,487.60	\$ 3,603.85	\$ 3,487.60	\$ 3,603.85	\$ 3,693.98	\$ 3,335.49	\$ 3,693.98	\$ 3,574.81	\$ 3,693.98	\$ 3,574.81	\$ 3,693.98	\$ 3,693.98
County REC Revenue	\$ 840.83	\$ 868.85	\$ 840.83	\$ 868.85	\$ 890.44	\$ 804.27	\$ 890.44	\$ 861.72	\$ 890.44	\$ 861.72	\$ 890.44	\$ 890.44
Total Revenue	\$ 4,328.42	\$ 4,472.71	\$ 4,328.42	\$ 4,472.71	\$ 4,584.42	\$ 4,140.76	\$ 4,584.42	\$ 4,436.53	\$ 4,584.42	\$ 4,436.53	\$ 4,584.42	\$ 4,584.42
Accumulated Revenues	\$ 4,328.42	\$ 8,801.13	\$ 13,129.55	\$ 17,602.26	\$ 22,186.68	\$ 26,327.44	\$ 30,911.85	\$ 35,348.38	\$ 39,932.80	\$ 44,369.33	\$ 48,953.74	\$ 53,538.16

**Attachment 4: Scope of Services
Marion County Baseline Landfill - G2 Scope of Services Proposal
Replacement Well Construction**

G2 Energy will provide design engineering, construction phase engineering services, materials, equipment and labor to perform the work identified in the attached Cost Proposal. The County will inspect all work and materials for compliance with the construction requirements and proper operation before final payment. A signed & sealed construction completion report will be provided by G2 for the County's records. Additionally, the County has the following requirements:

1. All work and materials will be suitable for use by G2 in the development of the Gas-to-Power project.
2. All products and materials will come with a 1-year full repair and replacement warranty from G2. Dealings with the product suppliers and manufacturers will be the sole responsibility of G2.
3. All work will be performed to minimize impact to the gas collection system and to maintain compliance with Solid Waste and Air Emissions permits.
4. The County will be kept informed of the schedule of work, progress, and anticipated outages at the flare station and power plant.
5. G2 will provide detailed daily written logs of all field work completed and contact with County staff. The daily logs must be submitted with applications for payment in order to process the applications. Copies of daily logs will be provided to the County daily.
6. G2 is responsible to obtain all equipment (i.e. excavator, dozers, graders, fusion machines and such) needed to complete the work.
7. G2 is responsible to obtain all labor including a Florida licensed Professional Engineer needed to complete the work.
8. G2 is notified that that this work will be performed in an active FDEP permitted, active Class I landfill and hazards from landfill gas, leachate, municipal solid waste, landfill operations heavy equipment and waste disposal truck are present.
9. G2 is solely responsible for all health and safety (H&S) issues for G2 personnel and will ensure employee safety with respect to trench safety, temporary connections, air monitoring, PPE and other as procedures as required to complete the work. These requirements also apply to all subcontractor personnel used by G2.
10. G2 will submit documentation of employee H&S training to include at a minimum OSHA 40 hr HAZWOPPER certification for field supervisory personnel.
11. G2 will provide a suitably trained site H&S supervisor that will be present at all times while work is being performed within the limits of the Class I landfill.
12. G2 will be responsible to provide temporary barriers and methods to secure all work areas during and at the end of each work day. Work will be completed during daylight hours and no open boreholes will be left overnight.
13. At a minimum, during the drilling and construction of gas extraction wells all personnel within 6 feet of the bore hole will be tethered with a safety harness and secured to a suitable hard point in accordance with OSHA requirements. Additional safety procedures may also need to be performed by G2 in accordance with item 8 and 9 above.
14. G2 is responsible for having and maintaining liability insurance as required by the master contract. Documentation of current insurance coverage is required to be submitted before work can be started. Subcontractors are required to meet the same insurance requirements as G2 and will also provide proof of insurance prior to beginning work.
15. John Sullivan of Sullivan Environmental Inc. is the primary contact for this work and be onsite at all times while work is being performed within the limits of the Class I landfill.

16. G2 will provide final as-built drawings and/or notated drawings where modifications are performed as applicable by a Florida registered surveyor.
17. G2 will provide training to County staff in the installation, operation and maintenance procedures for all new equipment.
18. G2 will submit product information sheets and shop drawings for materials and products used in the work.
19. G2 will submit a construction completion report documenting all aspects of the work in both hard copy and electronic format. The report will be signed & sealed by a Florida Licensed Professional Engineer with documented experience in landfill gas design and construction as approved by the County.
20. The site will be restored to original conditions following the completion of the work.

Due to the nature of the work, the County acknowledges that it is likely that unanticipated conditions will be encountered. Work and materials in excess of that identified above will be considered out of scope work. All out of scope work must be identified and approved by the County prior to being performed and before additional fees will be paid to G2. The cost of additional materials will be paid at the above quoted rate or at the invoiced cost to G2 for other materials not specified above and additional labor at the above quoted rate. Final payment will be based on the actual quantities of material and labor used and may include a deduct change order. G2 will submit monthly invoices for payment that provide detailed information for the work being claimed. Payment will be in accordance with standard County requirements.


Signature by G2 Corporate Officer


Date

Item Number	Description	Quantity	Units	Unit Price	Total
1	Mobilization	1	LS	7,205	\$ 7,205
2	Construction layout & surveying	1	LS	2,454	\$ 2,454
3	Materials Handling	1	LS	3,836	\$ 3,836
4	Vertical Gas Wells - Drilling (6)	480	LF	\$ 32.48	\$ 15,590.40
5	Vertical Gas Wells - Completion (6)	480	LF	\$ 30.48	\$ 14,630.40
6	Labor (Superintendent, Sr. Tech, Tech)	40	HR	\$ 185.78	\$ 7,431.20
7	Record Drawing, Documentation & Photos	1	LS	\$ 1,250.00	\$ 1,250
8	Construction Quality Assurance	1	LS	\$ 4,268.00	\$ 4,268
9	Progress Reports	1	LS	\$ 484.00	\$ 484
10	Construction Completion Report	1	LS	\$ 2,874.00	\$ 2,874
11	Subtotal items 1 -15			\$ 14,993.74	\$ 60,023.00
12	Contingency Allowance (not used)	1	LS	\$ -	\$ -
13	Total construction cost				\$ 60,023.00
14	Credit provided by G2 Energy	1	LS	\$ (12,000.00)	\$ (12,000)
15	Total cost to County				\$ 48,023.00
16					
17					
18					
Total	Total construction cost				\$ 48,023.00 \$ 48,000

Pay 8-18-11
MJ 8/18/11

Notes:

- 1 Prices for individual line items includes labor and miscellaneous fittings.
- 2 Quantities and resulting costs to the County are approximate and will be adjusted based on actual work performed as measured in the field by the County.
- 3 The unit prices provided by the contractor above will be used for the calculation for additional or lesser amounts of material/work actually performed.
- 4 The cost of additional work tasks not identified above will be by negotiation.
- 5 The cost of all line item tasks are subject to adjustment based on modifications to constructions details in the field to provide a more cost effective or efficient design.
- 6 Monies may be moved between line items as need to perform more or less work in other line items.
- 7 Additional work ay be authorized by the County during the project and paid for using the contingency line item.
- 8 Dewatering Pump Systems will be provided by the County to include AP4 pumps, custom caps, down well tubing bundles, pressure regulator and counter. Pumps will be purchased and installed by the County after October 1, 2011.
- 9 Wellheads and flex hoses will be provided and installed by the County. G2 will complete the wells and connect to the existing It is assumed that connections to the existing GCCS are available within 10 - 15 feet of the new wells.
- 10 Price includes mobilization, demobilization, insurance, health and safety and all other miscellaneous costs needed to complete the work.
- 11 All air piping and gas piping runs longer than 200' to be pressure tested.
- 12 Clean soil fill is available at no charge but must be transported from the east sideslope and placed by G2.

Signature by G2 Corporate Officer

Date

[Handwritten Signature] *8-18-2011*



BEGIN

NEXT

DOCUMENT

EIGHTH AMENDMENT TO THE AGREEMENT

In accordance with the original Baseline Landfill Gas Utilization Project Agreement entered into September 18, 2007 this Eighth Amendment to the Agreement made and entered into **March 6, 2012** by and between **G2Energy Marion, LLC** (Contractor), whose address is 400 Perimeter Ctr Terraces - Suite 900, Atlanta, GA 30346; possessing FEIN **20-2663766**, and Marion County Board of County Commissioners (Owner), 601 SE 25th Avenue, Ocala, Florida, 34471.

WITNESSETH

WHEREAS this agreement shall remain in full force and effect until all completion of services required of the Contractor, and the parties wish to amend such agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. This Agreement shall be deemed to amend the original contract between Owner and Contractor for Baseline Landfill Gas Utilization Project, in accordance with the original project 06P-002.
2. This Eighth Amendment is to include the additional work to the contract herein attached as Exhibit A and for a contract price of \$99,247.00; services under the scope for this eighth amendment shall begin upon Notice to Proceed and be completed within 14 days.
3. For those projects funded with State or Federal dollars, Marion County will adhere to the practices set forth under the e-verification system, which is outlined in the clauses below. Information provided by the Contractor is subject to review for the most current version of the State or Federal policies at the time of contract award. By previously signing the ITB Acknowledgment and Addenda Certification Form, and this contract Contractor has agreed to perform in accordance with these requirements and agrees:
 - To enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program.
 - To provide to the Agency, within thirty (30) days of the effective date of this contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
 - To require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this contract/amendment/extension or within ninety (90) days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
 - To maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Agency or other authorized state entity consistent with the terms of the Memorandum of Understanding.
 - To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the Agency may treat a failure to comply as a material breach of the contract.

4. All provisions of the original contract document not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this Amendment to Agreement the day and year first written above.

ATTEST:



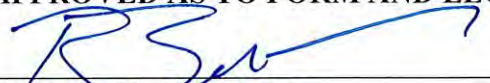
DAVID R. ELLSPERMANN,
CLERK OF COURT

MARION COUNTY BOARD OF
COUNTY COMMISSIONERS



CHARLIE STONE,
CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



for MATTHEW G. MINTER,
MARION COUNTY ATTORNEY

ATTEST



MANAGING MEMBER

G2ENERGY MARION, LLC



MANAGING MEMBER

NOTARY CERTIFICATE – *To be completed by Notary on behalf of G2Energy Marion, LLC*

STATE OF: GA
COUNTY OF: Cobb

Before me this day personally appeared: Nicholas James King and Rodney C. Jones, as Managing Member and Managing Member respectively of G2Energy Marion, LLC to me well known or produced identification 5 FLDL / GA DL (Type of ID) to be the persons described in and who executed the foregoing instrument, and who acknowledged that they did so as officers of said corporation all by and with the authority of the Board of Directors of said corporation.

Witness my hand and seal this 16th day of March, 2012.
Signature of Notary Elaine C Gillham
Notary Stamp: _____





G2 ENERGY LLC

January 31, 2012

Mr. Mike Sims
Marion County Solid Waste
5601 SE 66th Street
Ocala, Florida 34480

Subject: Baseline Landfill–West Side Slope Gas System Expansion & Dewatering System

Dear Mike:

Pursuant to the County's request, G2 is pleased to provide the County this proposal to expand the gas collection and control system (GCCS) along the west slope of the landfill. The primary purpose of this expansion is to reduce leachate side slope seeps and gas migration by reducing landfill gas pressure and leachate levels along the west slope. The leachate side slope seeps are a reoccurring problem that intensifies during the wet summer months. Side slope seeps are caused by liquids moving horizontally rather than downward to the bottom liner system. In severe cases upon reaching the side slope the leachate may drain outside the limits of the lined landfill and into the storm water collection system. High leachate levels may also cause landfill gas to migrate outward to the side slope and cause elevated levels of surface methane emissions. The current conditions are potentially a violation of the Florida Department of Environmental Protection (FDEP) landfill operations permit and air emissions permit. A secondary benefit of this work will provide additional landfill gas for the power plant and additional revenue to the County.

The West Side Slope Gas System Expansion will include the installation of four new gas extraction wells (well numbers 164, 165, 166, and 167) capable of accepting dewatering pumps along on the west slope and eight replacement wells (well numbers 65,66,67,140,141,144,150 and 163) for broken wells that no longer provide landfill gas. The purpose of the gas extraction wells is to both dewater the west side slope area to minimize the potential for leachate seeps and increase gas extraction. Design of the gas extraction wells will insure that they can accept a county provided dewatering pump system, connections to the existing gas collection vacuum piping, compressed air supply and condensate collection piping.

G2 will provide services required to permit, design and construct the West Side Slope Gas System Expansion in a process similar to that used to develop the \$5 million power plant that provides the County with approximately \$20,000 per month of revenue. This process will streamline completion of the work and reduce consulting fees to the County. The County will still need the services of a professional engineer to review the permit, design drawings and construction completion documents developed by G2. In addition the County will be responsible to pay the FDEP permit application fee. Services included in this proposal are landfill gas extraction well design, dewatering system design, FDEP permitting and installation.

The cost proposal to perform this work is \$99,247. The amount of work performed and duration of the contract is dependent on the conditions encountered and is limited to the labor and material costs totaling the above amount. A description of the services is provided as Attachment 1 and cost proposal is provided as Attachment 2.

Thank you for the opportunity to provide our services and please contact me if you have questions or need additional information.

Very truly yours,



Nick King
G2

Attachment 1: Scope of Services and Cost Proposal

CC: Mike Sims, Marion County
Rebecca Kelner, Kelner Engineering
Michelle Pollnan, Jones Edmunds

Attachment 1: Scope of Services
Marion County Baseline Landfill - G2 Scope of Services Proposal
West Side Slope and Gas System Expansion & Dewatering System

G2 Energy will provide permitting, design engineering, construction phase engineering services, materials, equipment and labor to perform the work identified in the attached Cost Proposal. The County will inspect all work and materials for compliance with the construction requirements and proper operation before final payment. The County will submit the certification of construction to FDEP based on signed & sealed construction report provided by G2. Additionally, the County has the following requirements:

1. All work and materials will be suitable for use by G2 in the development of the Gas-to-Power project.
2. All products and materials will come with a 1-year full repair and replacement warranty from G2. Dealings with the product suppliers and manufacturers will be the sole responsibility of G2.
3. All work will be performed to minimize impact to the gas collection system and to maintain compliance with Solid Waste and Air Operations permits.
4. The County will be kept informed of the schedule of work, progress, and anticipated outages at the flare station and power plant.
5. G2 will provide detailed daily written logs of all field work completed and contact with County staff. The daily logs must be submitted with applications for payment in order to process the applications. Copies of daily logs will be provided to the County daily.
6. The County is responsible to obtain all equipment (i.e. excavator, dozers, graders, fusion machines and such) needed to complete the work.
7. G2 is responsible to obtain all labor including a Florida licensed Professional Engineer needed to complete the work.
8. G2 is notified that that this work will be performed in an active FDEP permitted, active Class I landfill and hazards from, landfill gas, leachate, municipal solid waste, landfill operations heavy equipment and waste disposal trucks are present.
9. G2 will provide a suitably trained site H&S supervisor that will be present at all times while work is being performed within the limits of the Class I landfill.
10. G2 will be responsible to provide temporary barriers and methods to safe all work areas during and at the end of each work day.
11. G2 is responsible for having and maintaining liability insurance as required by the master contract. Documentation of current insurance coverage is required to be submitted before work can be started. Subcontractors are required to meet the same insurance requirements as G2 and will also provide proof of insurance prior to beginning work.
12. John Sullivan of Sullivan Environmental Inc (SEI). is the primary contact for the field work and is responsible for coordination and performance of SEI employees and subcontractors while work is being performed within the limits of the Class I landfill.
13. G2 will provide final as-built drawings and/or notated drawings where modifications are performed as applicable by a registered surveyor.
14. G2 will provide start-up field services to bring the well field into operation to meet both FDEP and G2 requirements.
15. G2 will submit a construction completion report documenting all aspects of the work needed to obtain FDEP certification of construction in both hard copy and electronic format. The report will be signed & sealed by a Florida Licensed Professional Engineer with documented experience in landfill gas design and construction as approved by the County.

Due to the nature of the work, the County acknowledges that it is likely that unanticipated conditions will be encountered. Work and materials in excess of that identified above will be considered out of scope work. All out of scope work must be identified and approved by the County prior to being performed and before additional fees will be paid to G2. The cost of additional materials will be paid at the above quoted rate or at the invoiced cost to G2 for other materials not specified above and additional labor at the above quoted rate. Use of the contingency allowance will be at the discretion of the County and will require prior written approval by the County before being released to G2. Final payment will be based on the actual quantities of material and labor used and may include a deduct change order. G2 will submit monthly invoices for payment that provides detailed information for the work being claimed. Payment will be in accordance with standard County requirements.

**Marion County Baseline Landfill - G2 Scope of Services Proposal
West Side Slope and Gas System Expansion & Dewatering System**

Item Number	Description	Quantity	Units	Unit Price	Total
1	Construction Layout & Surveying	1	LS	\$ 2,200	\$ 2,200
2	Wellheads	12	LS	\$ 229	\$ 2,748
3	6" PVC SCH 80 Pipe	760	LS	\$ 10	\$ 7,600
4	Liner Boots	12	EA	\$ 300	\$ 3,600
5	Bentonite hole plug	480	LF	\$ 12	\$ 5,760
6	Well Centralizers	72	EA	\$ 47	\$ 3,384
7	Tees with Van Stone flanges	2	EA	\$ 500	\$ 1,000
8	Well Caps	12	LF	\$ 39	\$ 468
9	PVC Glue and Primer	10	EA	\$ 18	\$ 180
10	Vertical Gas Wells	700	EA	\$ 29	\$ 20,300
11	Drill Rig Mobilization	1	LS	\$ 7,500	\$ 7,500
12	Mod 4 Granite	236	SF	\$ 47	\$ 11,092
13	Sod 18000 sf	18,000	LS	\$ 0.22	\$ 3,960
14	Misc Hardware	1	LS	\$ 98	\$ 98
15	Well construction and installation	1	LS	\$ 8,700	\$ 8,700
16	Start-up Field Services	1	LS	\$ 2,500	\$ 2,500
17	Subtotal Items 1 -16				\$ 81,090
18	Contingency Allowance	1	LS	8%	\$ 6,487
19	Design/Coordination with FDEP	1	LS	\$ 3,070	\$ 3,070
20	Construction Quality Assurance/Record Drawing, Documentation & Photos	1	LS	\$ 6,130	\$ 6,130
21	Engineer's Certification of Construction	1	LS	\$ 2,470	\$ 2,470
Total	Total Cost				\$ 99,247

Notes:

- 1 Prices for Individual line items includes labor for installation.
- 2 Quantities and resulting costs to the County are approximate and will be adjusted based on actual work performed as measured in the field by the County.
- 3 The unit prices provided by the contractor above will be used for the calculation for additional or lesser amounts of material/work actually performed.
- 4 The cost of additional work tasks not identified above will be by negotiation.
- 5 The cost of all line item tasks are subject to adjustment based on modifications to constructions details in the field to provide a more cost effective design.
- 6 Monies may be moved between line items as need to perform more or less work in other line items.
- 7 Price includes mobilization, demobilization, insurance, health and safety and all other miscellaneous costs needed to complete the work.
- 8 Clean soil fill will be transported by the County for use by G2.

BEGIN

NEXT

DOCUMENT

NINTH AMENDMENT TO THE AGREEMENT

In accordance with the original Baseline Landfill Gas Utilization Project Agreement entered into September 18, 2007 this Ninth Amendment to the Agreement made and entered into April 2, 2013 by and between **G2Energy Marion, LLC** (Contractor), whose address is 400 Permieter Ctr Terraces - Suite 900, Atlanta, GA 30346; possessing FEIN 20-2663766, and Marion County Board of County Commissioners (Owner), 601 SE 25th Avenue, Ocala, Florida, 34471.

WITNESSETH

WHEREAS this agreement shall remain in full force and effect until all completion of services required of the Contractor, and the parties wish to amend such agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. This Agreement shall be deemed to amend the original contract between Owner and Contractor for Baseline Landfill Gas Utilization Project, in accordance with the original project 06P-002.
2. This Ninth Amendment is to include the additional work to the contract herein attached as Exhibit A and for a contract price of \$83,053; services under the scope for this ninth amendment shall begin upon Notice to Proceed and be completed by September 30, 3013.
3. All provisions of the original contract document not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this Amendment to Agreement the day and year first written above.

ATTEST:



 DAVID R. ELLSPERMANN,
 CLERK OF COURT

MARION COUNTY BOARD OF COUNTY COMMISSIONERS



 KATHY BRYANT,
 CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



 MATTHEW G. MINTER,
 MARION COUNTY ATTORNEY

ATTEST



 MANAGING MEMBER

G2ENERGY MARION, LLC



 MANAGING MEMBER

NOTARY CERTIFICATE – *To be completed by Notary on behalf of G2Energy Marion, LLC*

STATE OF: Idaho
 COUNTY OF: Ada

Before me this day personally appeared: John Prehn and Rodney Jones, as managing member and managing member respectively of G2Energy Marion, LLC to me well known or produced identification — (Type of ID) to be the persons described in and who executed the foregoing instrument, and who acknowledged that they did so as officers of said corporation all by and with the authority of the Board of Directors of said corporation.

Witness my hand and seal this 9th day of April, 20 13.

Signature of Notary Linda Cada

Notary Stamp:





February 26, 2013

Mr. Mike Sims
Marion County Solid Waste
5601 SE 66th Street
Ocala, Florida 34480

Subject: Baseline Landfill – East Side Slope Modification Gas Well Replacement Project

Dear Mike:

Pursuant to the County's request, G2 is pleased to provide the County this proposal to provide for eight replacement wells along the east slope of the landfill. The primary purpose of this project is to reduce leachate side slope seeps and gas migration by reducing landfill gas pressure and leachate levels along the slope. The leachate side slope seeps are a reoccurring problem that intensifies during the wet summer months. Side slope seeps are caused by liquids moving horizontally rather than downward to the bottom liner system. In severe cases upon reaching the side slope the leachate may drain outside the limits of the lined landfill and into the storm water collection system. High leachate levels may also cause landfill gas to migrate outward to the side slope and cause elevated levels of surface methane emissions. The current conditions are potentially a violation of the Florida Department of Environmental Protection (FDEP) landfill operations permit and air emissions permit. A secondary benefit of this work will provide additional landfill gas for the power plant and additional revenue to the County.

The Side Slope Gas Project will include the installation of eight replacement wells (well numbers 61, 68, 69, 70, 71, 72, 73, 74) capable of accepting dewatering pumps. The purpose of the gas extraction wells is to both dewater the side slope area to minimize the potential for leachate seeps and increase gas extraction. Design of the gas extraction wells will insure that they can accept a county provided dewatering pump system, connections to the existing gas collection vacuum piping, compressed air supply and condensate collection piping.

G2 will provide services required to design and construct the Side Slope Gas Project in a process similar to that used to develop the \$5 million power plant that provides the County with approximately \$20,000 per month of revenue. This process will streamline completion of the work and reduce consulting fees to the County. The County will still need the services of a professional engineer to review the permit, design drawings and construction completion documents developed by G2. In addition the County will be responsible to pay the FDEP permit application fee.

The cost proposal to perform this work is \$83,053. The amount of work performed and duration of the contract is dependent on the conditions encountered and is limited to the labor and material costs totaling the above amount. A description of the services is provided as Attachment 1 and cost proposal is provided as Attachment 2.

Thank you for the opportunity to provide our services and please contact me if you have questions or need additional information.

Very truly yours,



Nick King
G2

Attachment 1: Scope of Services and Cost Proposal

CC: Mike Sims, Marion County
Michelle Pollman, Jones Edmunds

Attachment 1: Scope of Services
Marion County Baseline Landfill - G2 Scope of Services Proposal
Baseline Landfill – East Side Slope Modification Gas Well Replacement Project

G2 Energy will provide the design and construction services, materials, equipment and labor to perform the work identified in the attached Cost Proposal. The County will inspect all work and materials for compliance with the construction requirements and proper operation before final payment. The County will submit the certification of construction to FDEP based on signed & sealed construction report provided by JEA. Additionally, the County has the following requirements:

1. All work and materials will be suitable for use by G2 in the development of the Gas-to-Power project.
2. All products and materials will come with a 1-year full repair and replacement warranty from G2. Dealings with the product suppliers and manufacturers will be the sole responsibility of G2.
3. All work will be performed to minimize impact to the gas collection system and to maintain compliance with Solid Waste and Air Operations permits.
4. The County will be kept informed of the schedule of work, progress, and anticipated outages at the flare station and power plant.
5. G2 will provide detailed daily written logs of all field work completed and contact with County staff. The daily logs must be submitted with applications for payment in order to process the applications. Copies of daily logs will be provided to the County daily.
6. G2 is responsible to obtain all labor needed to complete the work.
7. G2 is notified that that this work will be performed in an active FDEP permitted, active Class I landfill and hazards from, landfill gas, leachate, municipal solid waste, landfill operations heavy equipment and waste disposal trucks are present.
8. G2 will be responsible to provide temporary barriers and methods to safe all work areas during and at the end of each work day.
9. G2 is responsible for having and maintaining liability insurance as required by the master contract. Documentation of current insurance coverage is required to be submitted before work can be started. Subcontractors are required to meet the same insurance requirements as G2 and will also provide proof of insurance prior to beginning work.
10. John Sullivan of Sullivan Environmental Inc. (SEI). is the primary contact for the field work and is responsible for coordination and performance of SEI employees and subcontractors while work is being performed within the limits of the Class I landfill.

Due to the nature of the work, the County acknowledges that it is likely that unanticipated conditions will be encountered. Work and materials in excess of that identified above will be considered out of scope work. All out of scope work must be identified and approved by the County prior to being performed and before additional fees will be paid to G2. The cost of additional materials will be paid at the above quoted rate or at the invoiced cost to G2 for other materials not specified above and additional labor at the above quoted rate. Use of the contingency allowance will be at the discretion of the County and will require prior written approved by the County before being released to G2. Final payment will be based on the actual quantities of material and labor used and may include a deduct change order. G2 will submit monthly invoices for payment that provides detailed information for the work being claimed. Payment will be in accordance with standard County requirements.

Attachment 2: Cost Proposal
Marion County Baseline Landfill - G2 Scope of Services Proposal
Baseline Landfill – East Side Slope Modification Gas Well Replacement Project

Item Number	Description	Qty.	Units	Unit Price	Total
1	Wellheads	8	LS	\$ 343	\$ 2,744
2	8" PVC SCH 80 Pipe	560	LS	\$ 15	\$ 8,176
3	Liner Boots	8	EA	\$ 284	\$ 2,272
4	Bentonite hole plug	180	EA	\$ 14	\$ 2,520
5	Well Centralizers	18	EA	\$ 163	\$ 2,934
6	Well Caps	8	LF	\$ 56	\$ 448
7	PVC Glue and Primer	1	EA	\$ 168	\$ 168
8	Mod 4 Granite	210	TONS	\$ 59	\$ 12,390
9	Misc. Hardware	1	LS	\$ 300	\$ 300
10	Vertical Gas Wells	560	FT	\$ 31	\$ 17,360
11	Drill Rig Mobilization	1	EA	\$ 5,500	\$ 5,500
12	Isolation rings	8	EA	\$ 25	\$ 200
13	Design, coordination, scope	1	EA	\$ 3,600	\$ 3,600
14	Truck and excavator	1	EA	\$ 5,622	\$ 5,622
15	Labor	1	EA	\$ 11,269	\$ 11,269
16	Sub Total Lines 1-15				\$ 75,503
17	Contingency Allowance	1	LS	10%	\$ 7,550
Total				Total Cost	\$ 83,053

Notes:

- 1 Prices for Individual line items includes labor for installation.
- 2 Quantities and resulting costs to the County are approximate and will be adjusted based on actual work performed as measured in the field by the County.
- 3 The unit prices provided by the contractor above will be used for the calculation for additional or lesser amounts of material/work actually performed.
- 4 The cost of additional work tasks not identified above will be by negotiation.
- 5 The cost of all line item tasks are subject to adjustment based on modifications to constructions details in the field to provide a more cost effective design.
- 6 Monies may be moved between line items as need to perform more or less work in other line items.
- 7 Price includes mobilization, demobilization, insurance, health and safety and all other miscellaneous costs needed to complete the work.
- 8 Clean soil fill will be transported by the County for use by G2.

BEGIN

NEXT

DOCUMENT

TENTH AMENDMENT TO THE AGREEMENT

In accordance with the original Baseline Landfill Gas Utilization Project Agreement entered into September 18, 2007 this Tenth Amendment to the Agreement made and entered into October 21, 2014 by and between G2Energy Marion, L.L.C (Contractor), whose address is 400 Perimeter Ctr Terraces - Suite 900, Atlanta, GA 30346; possessing FEIN 20-2663766 and Marion County Board of County Commissioners (Owner), 601 SE 25th Avenue, Ocala, Florida, 34471.

WITNESSETH

WHEREAS this agreement shall remain in full force and effect until all completion of services required of the Contractor, and the parties wish to amend such agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. This Agreement shall be deemed to amend the original contract between Owner and Contractor for Baseline Landfill Gas Utilization Project, in accordance with the original project 06P-002. All provisions of the original contract document not specifically amended herein shall remain in full force and effect.
2. This Tenth Amendment is to include the addition work to the contract herein attached as Exhibit A and for a contract price of \$149,954.37; services under the scope of this tenth amendment shall begin upon Notice to Proceed and be completed by January 1, 2015.

IN WITNESS WHEREOF the parties have executed this Amendment to Agreement the day and year first written above.

ATTEST:



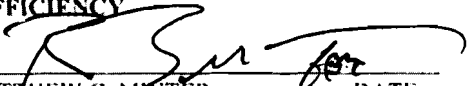
DAVID R. ELLSPERMANN,
CLERK OF COURT

MARION COUNTY BOARD OF
COUNTY COMMISSIONERS



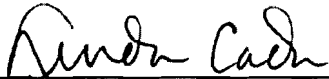
CARL ZALAK, III
CHAIRMAN

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY



MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:



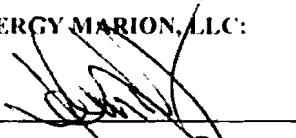
SIGNATURE

Linda Cada

PRINTED NAME

G2ENERGY MARION, LLC:

BY:



PRINTED:


John Pehr

TTS:



(TITLE)

WITNESS:



SIGNATURE

MARK BARTEAUX

PRINTED NAME



September 29, 2014

Mike Sims, Director of Solid Waste
Marion County Solid Waste
Baseline Landfill
5601 SE 66th Street
Ocala, FL 34480

Subject: Proposal to install 10 new GCCS gas collection wells complete with dewatering pumps, controls, and connections to the GCCS header in Phase III cell.

Dear Mr. Sims,

G2 Energy (Marion), LLC (G2) is pleased to offer the following proposal to install 10 new gas collection wells in the Phase III cell at Baseline Landfill. These wells will be used to replace existing wells that have become compromised. All replacement wells will be fitted with pneumatic pumps and related equipment and connected to the existing gas collection system.

All professional services and engineering to be completed by Jones Edmunds or others. All permits to be obtained and paid for by the county.

G2 proposes to deliver this work through an amendment to the current agreement by and between G2 and the county. All field work to be coordinated and directed by Sullivan Environmental, our sub-contractor.

The work is further described in Attachment One hereto. A cost proposal and breakdown is set forth in Attachment Two.

The attached subcontractor and vendor proposals and their included terms and conditions are incorporated by reference into and are a material part of this Proposal.

G2 Energy is ready to begin prosecution of the work upon your approval. Thank you for the opportunity to be of service. Please contact me if you have any questions, concerns or comments.

Respectfully,

Mark Barteaux
Operations Manager
G2 Energy, LLC



September 29, 2014

Attachment One: Work Scope and Description for Installation of Ten Replacement Gas Collection Wells in Phase III of the Marion County Baseline Landfill.

G2 Energy will provide the construction services, materials, equipment and labor to perform the work identified in the attached Cost Proposal. The County will inspect all work and materials for compliance with the construction requirements and proper operation before final payment. The County will submit the certification of construction to FDEP based on signed & sealed construction report provided by JEA. Additionally, the County has the following requirements:

1. All work and materials will be suitable for use by G2 in the development of the landfill gas to energy (LFGTE) project.
2. All work will be performed to minimize impact to the gas collection and control system (GCCS) and to maintain compliance with Solid Waste and Air Operations permits.
3. The county will be informed of the work schedule, progress and anticipated outages at the flare station and power plant as the work is prosecuted.
4. G2 will provide emailed updates detailing work completed and communications with county staff. Daily logs will be submitted with pay requests to facilitate pay processing.
5. G2 will provide all labor necessary to complete the work.
6. G2 hereby acknowledges that the work contemplated will be performed in an active Class I, FDEP permitted landfill. Hazards from landfill gas, leachate, municipal solid waste, landfill operations heavy equipment and waste disposal trucks are present.
7. G2 will be responsible to erect temporary barriers and employ other methods each day to ensure safe working areas during working hours and during off-shift hours.
8. G2 is responsible for having and maintaining liability insurance as required by the master contract. Documentation of the current insurance coverage is required to be submitted before work can be started. All sub-contractors must meet the same requirements as G2 and will submit the appropriate documentation prior to beginning work.
9. John Sullivan of Sullivan Environmental, Inc. (SEI) is the primary point of contact (POC) for the field work and is responsible for coordination and prosecution of the work within the limits of the Class I landfill.

Due to the nature of the work, the County acknowledges that it is likely unanticipated conditions will be encountered. Work and materials in excess of that identified above will be considered out of scope work. All out of scope work must be identified and approved by the County prior to being performed and before additional fees will be paid to G2. The cost of additional materials will be paid at the above quoted rate or at the invoiced cost to G2 for other materials not specified above and additional labor at the above quoted rate. Use of the contingency allowance will be at the discretion of the County and will require prior written approved by the County before being released to G2. Final payment will be based on the actual quantities of material and labor used and may include a deduct change order. G2 will



submit monthly invoices for payment that provides detailed information for the work being claimed.
Payment will be in accordance with standard County requirements.



September 29, 2014

Attachment Two: Cost Proposal - Installation of Ten Replacement Gas Collection Wells in Phase III of the Marion County Baseline Landfill.

State tax rate of 6% applied to items not including tax in quotes.

Item Number	Description	Qty	Units	Price	Extension	Tax amount	Total
1	Wellheads	10	EA	\$ 246.35	\$ 2,463.50	\$ 147.81	\$ 2,611.31
2	8" PVC SCH 80 Solid Pipe	260	FT	\$ 9.74	\$ 2,532.40	\$ 151.94	\$ 2,684.34
3	8" PVC SCH 80 Slotted Pipe	780	FT	\$ 11.00	\$ 8,580.00	\$ 514.80	\$ 9,094.80
4	Well Boot Seals	10	EA	\$ 330.00	\$ 3,300.00	\$ 198.00	\$ 3,498.00
5	Bentonite	300	EA	\$ 8.00	\$ 2,400.00	\$ 144.00	\$ 2,544.00
6	Well Centralizers	25	EA	\$ 105.00	\$ 2,625.00	\$ 157.50	\$ 2,782.50
7	PVC Glue and Primer	4	EA	\$ 52.08	\$ 208.32	\$ 12.50	\$ 220.82
8	Isolation Rings	10	EA	\$ 25.00	\$ 250.00	\$ 15.00	\$ 265.00
9	4" HDPE Solid Pipe	1440	FT	\$ 1.87	\$ 2,692.80	\$ 161.57	\$ 2,854.37
10	2" HDPE Solid Pipe	720	FT	\$ 0.77	\$ 554.40	\$ 33.26	\$ 587.66
11	Misc. Parts/Fittings	1	EA	\$ 2,569.40	\$ 2,569.40	\$ 154.16	\$ 2,723.56
12	Labor	1	EA	\$ 32,090.04	\$ 32,090.04	Fixed	\$ 32,090.04
13	Excavator	2	WEEK	\$ 1,500.00	\$ 3,000.00	\$ 180.00	\$ 3,180.00
14	Drill Rig Mobilization	1	EA	\$ 7,760.00	\$ 7,760.00	Fixed	\$ 7,760.00
15	Vertical Gas Wells	905	FT	\$ 28.00	\$ 25,340.00	Fixed	\$ 25,340.00
16	Mod 4 Granite	314	TONS	\$ 44.45	\$ 14,708.07	In Quote	\$ 14,708.07
17	Pneumatic Pumps	10	EA	\$ 3,491.50	\$ 34,915.00	\$2,094.90	\$ 37,009.90
Total						Total Cost	\$ 149,954.37

G2 Energy (Marion), LLC
 PO Box 7827, Boise, ID 83707
 W: (208) 991-5995 · F: (208) 991-5855



Inclusions/Exclusions:

1. Prices for line items includes labor.
2. Line item costs and quantities are approximate and will be adjusted based on actual counts of installed wells and total costs.
3. The cost of additional work tasks outside of this scope will be by negotiation and best practices.
4. Total price is the driving factor of the proposal. Individual item prices may be adjusted as quantities change so total costs incurred are covered.
5. Total price includes mobilization and de-mobilization.
6. Clean soil fill will be provided by county at point of use at no charge to G2.



Bill To:
 113007
 MARION CO. SOLID WASTE
 5601 SE 66TH ST.
 OCALA, FL 34480

Ship To:
 MARION CO. SOLID WASTE
 5601 SE 66TH ST.
 OCALA, FL 34480

Quote Number	09018677
Quote Date	09/18/14
Expiration Date	09/23/14
Page	1 of 2

Payment Terms NET 30	Customer Job/Project Name	Written By STEVE HERP, Ext 6665
Freight Terms PREPAID AND ALLOW	Contact	Sales Rep JAY HICKS
Ship Via Best Way	Additional Info	

#	Qty	UM	Product	Description	Each	Extended
1	1,440	FT	10041714	4" DR 17 IPS PIPE HDPE AWWA F714 40' JOINTS	1.87	2,692.80
2	720	FT	10021116	2" DR 11 IPS PIPE HDPE AWWA F714 40' JOINTS	0.77	554.40
3	260	FT	63080013	8" SCH 80 PVC PIPE PEXBE 20FT LENGTHS 20' JOINTS	9.74	2,532.40
4	780	FT	10083299	8" SCH 80 PVC SLOTTED PIPE PER DETAIL, PE X BE 20' JOINTS	11.00	8,580.00
5	25	EA	63080126	STEEL WELL CENTRALIZER 36" BORE HOLE X 8.625" OD HOLE	105.00	2,625.00
6	10	EA	63089999	8" PVC WELL BOOT SEAL WITH 10" X 10" SKIRT	330.00	3,300.00
7	10	EA	98060035	7" ID X-30" OD GEOCOMPOSITE RING FOR GAS WELL	25.00	250.00
8	300	EA	98000101	50 LB BAG BENTONITE GRANULAR 8 MESH	8.00	2,400.00
9	10	EA	63080023	8" SCH 80 PVC SXS COUPLING # 829-080	21.99	219.90
10	10	EA	63080019	8" SCH 80 SLIP CAP #847-080	47.55	475.50
11	10	EA	63080015	8" SCH 40 SLIP CAP #447-080	24.56	245.60
12	40	EA	50041712	4" DR 17 IPS 90 DEG ELBOW MOLDED HDPE	11.62	464.80
13	6	EA	50061125	6" DR 11 IPS CAP MOLDED HDPE	17.77	106.62
14	6	EA	56060055	6" IPS ELECTROFUSION COUPLING PLASSON	58.36	350.16
15	20	EA	50021117	2" DR 11 IPS 90 DEG ELBOW MOLDED HDPE	3.99	79.80
16	2	EA	50021119	2" DR 11 IPS TEE MOLDED HDPE	5.19	10.38
17	2	EA	50041713	4" DR 17 IPS TEE MOLDED HDPE	11.98	23.96
18	2	EA	50041129	4" X 2" DR 11 IPS CONCENTRIC REDUCER	6.92	13.84
19	2	EA	53021150	2" DR 11 IPS MPT TRANS FIT STAINLESS STEEL 316	25.28	50.56
20	2	EA	53021154	2" x 1" DR 11 HDPE REDUCER WITH 1" 304 SS MPT TRANSITION	31.13	62.26
21	200	EA	98010166	#12 X 1" SS SCREW W/ HEX HEAD SELF TAP	0.17	34.00
22	2	EA	98000299	PVC / CPVC PURPLE PRIMER PRIM70P-040, GALLON	45.65	91.30
23	2	EA	98000288	PVC CEMENT, PVC11G-040, HEAVY BODY, GRAY, GALLON	58.51	117.02
24	8	EA	98000321	SMALL CAP SWAB, FITS 1-3/4" NECK, 4" LENGTH # 6020	12.46	99.68
25	2	EA	98999999	T316 2X1 IPS SS COUPLING	15.17	30.34
26	2	EA	98999999	1 THR 316 SS 2PC FP BALL VALVE	40.60	81.20
27	2	EA	98999999	1X3 SCH 40 T316 SS NIPPLE	4.33	8.66
28	2	EA	98999999	3/4" MALE X 3/4" HOSE BARB SS316	24.47	48.94
29	2	EA	98999999	T316 1X3/4 IPS SS HEX BUSHING (THE (2) ITEMS ABOVE MAKE UP 1X3/4 HOSE FIT)	3.22	6.44
30	2	EA	98999999	T316 2X1/2 IPS SS COUPLING	15.17	30.34
31	2	EA	98999999	1/2X3 SCH 40 T316 SS NIPPLE	2.85	5.70
32	2	EA	98999999	1/2 THR 316SS 2PC FP BALL VALVE	20.83	41.66
33	2	EA	98999999	1/4 MALE X 1/4 HOSE BARB SS316	17.51	35.02
34	2	EA	98999999	T316 1/2X1/4 IPS SS HEX BUSHING (THE (2) ITEMS ABOVE MAKE UP 1/2" X 1/4" HOSE F)	1.52	3.04
35	10	EA	49020010	2" PVC FAB WELLHEAD, WM STYLE W/ CLAMPS,O-PLATES,PVC NIPPLE	230.00	2,300.00
36	50	FT	98020030	2" KANAFLEX HOSE 101IPS	3.27	163.50
Subtotal						28,134.82
FREIGHT						
37	1	EA	99999998	THE PRICE PER FOOT AND THE PRICE PER EACH FITTING INCLUDES FREIGHT DELIVERED TO OCALA, FL.	0.00	0.00



Bill To:
 113007
 MARION CO. SOLID WASTE
 5601 SE 66TH ST.
 OCALA, FL 34480

Ship To:
 MARION CO. SOLID WASTE
 5601 SE 66TH ST.
 OCALA, FL 34480

Quote Number	09019877
Quote Date	09/18/14
Expiration Date	09/23/14
Page	2 of 2

#	Qty	UM	Product	Description	Each	Extended
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ISCO Standard Terms and Conditions apply. Please visit <http://www.isco-pipe.com/terms-and-conditions.aspx>

Merchandise Total	Tax(1)	Freight(2)	Quote Total
28,134.82	0.00	0.00	US \$ 28,134.82
<p>¹ Sales tax will be charged based on the ship to address at the time of invoice if there is no tax certificate on file.</p> <p>² Freight amount in this quote is an estimate only. Actual freight terms and charges will be determined at the time the order is placed.</p>		<p>Accepted By: _____</p> <p>Printed Name: _____</p> <p>Date: _____</p>	

926 Baxter Avenue * Louisville, KY 40204
 800-345-4726



4448 13TH LN NE
ST. PETERSBURG, FL 33703

Estimate

Date	Estimate #
9/18/2014	306

Name / Address
G2 Energy Mark Barteaux 400 Perimeter Center Terraces Ste 900 Atlanta, GA 30346-1227

Description	Qty	Cost	Total
Project Description: Replace ten gas wells and connect replacement wells to the existing gas collection system. Install pneumatic pumps in each of the replacement wells.			
Location: Marion County - Baseline Landfill			
Commencement Date: October 27, 2014			
Hourly Bill Rate - Sr. Superintendent	178	85.00	15,130.00
Hourly Bill Rate - Technician	178	55.00	9,790.00
Hourly Bill Rate - Laborer	70	45.00	3,150.00
Mileage	1,134	0.56	635.04
Per Diem	40	30.00	1,200.00
Hotel	19	115.00	2,185.00
		Total	\$32,090.04

Customer Signature _____



CB&I Environmental & Infrastructure, Inc.
(A CB&I Company)
4171 Essen Lane
Baton Rouge, LA 70809
Tel: +1 225 932 2500
Fax: +1 225 987 3157
www.CBI.com

September 8, 2014

Michele Pollman, MS, Designer
Jones Edmunds & Associates, Inc.
730 NE Waldo Road
Gainesville, FL 32641
Phone: 352-377-5821, Ext 1355 Email: MPollman@jonesedmunds.com

Subject: Baseline Landfill – Gas Well Drilling – Proposal #L-5673

Dear Ms. Pollman:

CB&I Environmental & Infrastructure, Inc., formerly known as Shaw Environmental, Inc. ("CB&I"), is one of the world's largest engineering and construction companies focused on the global energy industry with a combined global work force of approximately 50,000 employees and a much larger pool of skilled engineers, craftsmen and professionals to deliver a world of solutions.

With this transaction, we will be able to offer a more extensive range of products and capabilities. We have enhanced our ability to execute projects regardless of type, size, scope or location. From proprietary technology to engineering, procurement, fabrication, construction, final commissioning, and aftermarket services, CB&I is the premier construction and engineering firm to handle your needs.

CB&I sincerely appreciates the opportunity to provide G2Energy, L.L.C. (G2E) with the enclosed proposal regarding the Baseline Landfill – Gas Well Drilling – Proposal L-5673.

In selecting CB&I, G2E will be assured of quality installation, quality products, timely delivery and completion. CB&I's extensive experience in the design, construction and operation of Landfill Gas Collection Systems can be leveraged to provide G2E with superior value and quality systems. Attached is a copy of our standard Services Agreement (SA), if the terms and conditions are acceptable, please sign two (2) copies and return to me.

We look forward to working with you on this project as well as other projects in the future. Upon award, please issue the purchase order or notice to proceed in the name of CB&I Environmental & Infrastructure, Inc. If you have any questions or desire additional information, please contact me at (419) 424-4940 or Wesley Naul at (225) 987-7358.

Sincerely,

A handwritten signature in black ink, appearing to read "Gregory A. Cooper". The signature is fluid and cursive, written over a white background.

Gregory Cooper
Construction Manager
CB&I Environmental & Infrastructure, Inc.
Please Reply To: Gregory Cooper
Phone: (419) 424-4940
E-Mail Address: gregory.cooper@CBI.com

C: John Wilpert, V.P. CB&I E & I
Wesley Naul, P.M. CB&I E & I



CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.

Baton Rouge, Louisiana 70809

Site Location: Baseline Landfill
Client: G2 Energy, LLC

Proposal

L-5673

September 9, 2014

Bid Item	U/M	QTY	Unit Price	Cost
MOB / DEMOB	LS	1	\$ 7,760.00	\$ 7,760.00
Drilling Only	LF	905	\$ 28.00	\$ 25,340.00
30 Min to set pipe at each well location.				
Estimated Total Cost				\$ 33,100.00

This proposal is pursuant to attached CB&I Services Agreement.

CB&I proposed pricing is based upon inclusion of this proposal and the following general notes within any resulting agreement between the parties.

- * This is a unit price proposal based on estimated quantities and an estimated total cost. Actual quantities will be billed at the unit rates stipulated, up to 120% of the estimated total cost without additional client approval. If the total cost variation is more than 20% of the estimated total cost, CB&I will notify the OWNER and request written approval for the increase prior to invoicing.
- * Any change in the scope of work may require repricing by CB&I.
- * CB&I pricing is based upon performance of the work in OSHA Level D personnel protection.
- * CB&I pricing is based on being able to work 6 days a week, 10 hours a day.
- * CB&I is an open shop contractor, and accordingly, payment of prevailing wages or wages established by collective bargaining agreements have not been considered in the preparation of our proposal. In the event situations arise whereby there is an increase in cost to CB&I involving pay scales, delays, or work rules, those additional costs will be billed to the Landfill Owner at cost with a 10% mark-up.
- * If a no progress obstruction is encountered during the drilling operations, CB&I will attempt to drill through the obstruction for a period of 30 minutes. If after this time the obstruction is not penetrated CB&I will consult with the Landfill Owner's representative for direction as to set the well or abandon the well and move to another location.
- * Slow drilling, less than 4' per hour will be charged at the delays caused by owner rate.
- * Delays caused by owner or owners representative will be charged at \$325.00 per hour.
- * Surveying and as built drawings to be provided by others.
- * Pricing is based on water being available onsite at no cost to CB&I.
- * Any geo-synthetic liner repair work will be provided by others at no extra cost to CB&I.
- * Any benching required will be by others.
- * Any permits to be provided by the Landfill Owner.
- * This drilling event will not allow us to drill through any rock, or obstruction that causes our equipment to fail.
- * This proposal is for drilling and setting pipe only.
- * Owner will provide and sign off on all well depths.

Direct questions to Greg Cooper at 419-424-4940

CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC. SERVICES AGREEMENT

This Agreement by and between CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC, a Louisiana corporation ("CB&I"), and the undersigned client ("CLIENT") sets forth the terms and conditions pursuant to which CB&I will provide services (the "Services") to CLIENT.

1. Compensation

The Services will be performed on a fixed price basis for Thirty Three Thousand One Hundred Dollars (\$33,100.00).

2. Services

The Services to be performed are as described in attached Proposal No. #L-5673 and/or as follows:

3. Payment

Unless otherwise agreed to in writing, invoices will be submitted once a month. Invoices shall be paid in U.S. Dollars in the manner requested by CB&I and are due upon receipt. Invoices not paid within thirty (30) days after the date thereof shall bear interest from the date thereof at the rate of one and one-half (1-1/2) percent per month or the maximum rate permissible by law, whichever is less, except that disputed amounts will not be subject to such interest charges.

4. Termination

Either Party may terminate this Agreement at any time, with or without cause, by written notice provided, however, that CLIENT shall compensate CB&I for all Services performed prior to CB&I's actual receipt of notice and all of CB&I's costs and expenses incurred prior to and/or as a result of the termination.

5. Independent Contractor

CB&I shall be fully independent in performing the Services and shall not act as an agent or employee of CLIENT. CB&I shall be responsible for the transportation, treatment, and disposal of any hazardous materials or waste, provided, however, that CLIENT shall be responsible for and shall select the transportation, treatment, and disposal method and contractor. Subject to the terms and conditions hereof, CB&I shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

6. Taxes, Fees, and Other Charges

The CLIENT shall pay all conveyance, transfer and recording fees and taxes, if any, imposed on any transfer of or construction on property contemplated by this Agreement, all hazardous, mixed, or radioactive waste disposal fees and taxes, and all sales, use, value added, gross receipts, franchise and like taxes, and tariffs and duties, applicable to the transactions contemplated by this Agreement.

7. Documentation, Records, Audit

All records and original documents are and shall remain the property of CLIENT. All documents, records, data, laboratory or field equipment computerized data files, computer models or other information supplied to CB&I by CLIENT and/or CLIENT's agents, employees, directors, officers, shareholders, or representatives shall remain the property of CLIENT and shall be returned to CLIENT upon completion of any work or service provided hereunder. CB&I shall be permitted to retain a copy of such information for archival purposes.

If requested by CLIENT, CB&I shall provide CLIENT with copies of all documents which it is required to file or maintain under any federal, state, or local law naming or obligating the CLIENT, including, without limitation, any hazardous waste manifests relating to the Services.

CLIENT shall have the right, at its expense, to inspect and audit CB&I's records and accounts covering charges hereunder at all reasonable times during the course of the Services for each particular Order and for a period of one (1) year after the substantial completion thereof; provided, however, that the purpose of such audit shall be only for verification of such charges and that CB&I shall not be required to keep records of or provide access to those of its costs covered by a fixed price, fixed unit rates or which are expressed in terms of percentages of other costs.

Upon completion of such audit, the results shall be presented to CB&I. To the extent that the audit indicates that CB&I has not been adequately compensated by CLIENT, CLIENT shall pay CB&I any compensation due as shown by the audit. Alternatively, to the extent that any audit indicates that the total amount of compensation paid by CLIENT to CB&I exceeded the actual amount due, CB&I shall return such excess compensation to CLIENT.

8. Risks and Allocation

CLIENT hereby acknowledges, understands and agrees that: (1) there are risks inherent to environmental investigation, analysis, management, remediation, and removal, many of which cannot be ascertained or anticipated prior to or during the course of the Services; for example, sampling activities (e.g., borings) and excavation trenches may spread contaminants through geologic formations despite the use of accepted professional standards; (2) due to the inherently limited nature and amount of the data resulting from environmental investigation methods, complete analysis of conditions is not always possible, and, therefore, conditions frequently vary from those anticipated earlier; for example, borings in one location may miss contaminants only a few feet away; and (3) technology, methods, accepted professional standards as well as law and policy, are undefined and/or constantly changing and evolving. In light of all of the foregoing and CB&I's lack of responsibility for creating the conditions requiring the Services, as a material inducement to and consideration for CB&I's agreement to perform the Services on the terms and at the price herein provided for, CLIENT SPECIFICALLY AGREES THAT CB&I'S LIABILITY SHALL BE STRICTLY LIMITED AS AND TO THOSE CAUSES AND AMOUNTS PROVIDED IN SECTIONS 8 THROUGH 14 OF THIS AGREEMENT OR TO THE MAXIMUM EXTENT OTHERWISE PERMITTED BY LAW.

9. CB&I Warranties, Representations and Covenants

a. Professional Standards Warranties: CB&I warrants, represents, and covenants that: (1) CB&I has the capability, experience, and means required to perform the Services; (2) such Services will be performed using personnel, equipment, and material qualified and/or suitable therefor; and (3) within the limits prescribed by CLIENT, CB&I will perform the Services in a diligent and workmanlike manner consistent with (i) accepted professional practices and standards for nationally recognized firms engaged in similar work, as in effect at the time the Services are performed, and (ii) CLIENT's reasonable rules, standards and specifications as communicated to CB&I prior to beginning the Services under the Order.

b. Other CB&I Warranties: CB&I warrants, represents, and covenants that: (1) CB&I will perform the Services in compliance with (i) applicable federal, state, and local laws, regulations, and ordinances as in effect and construed at the time the Services are performed and (ii) CLIENT's reasonable rules as communicated prior to beginning Services under each Order issued pursuant to this Agreement; (2) CB&I shall utilize the licensed or permitted treatment, storage, or disposal facility or

facilities designated by CLIENT; (3) with respect to any contracts, purchase orders or related third party service agreements relating to the off-site transportation, storage, treatment or disposal of waste materials, CB&I shall, for the protection of CLIENT, demand from all vendors and contractors from which CB&I procures machinery, equipment, materials or services guarantees reasonably acceptable to CLIENT which shall be made available to CLIENT to the full extent of the terms thereof; provided, however, that CB&I's liability with respect to same shall be limited to procuring guarantees (but only to the extent available) from such vendors and contractors and rendering reasonable assistance to CLIENT for the purpose of enforcing the same; (4) CB&I shall use its best efforts to avoid infringements, as set forth in Section 17 hereof; and (5) CB&I shall maintain confidentiality, as set forth in Section 18 hereof.

c. Remedies: If CLIENT alleges that CB&I has breached a warranty set forth in this Section 8, then CLIENT shall promptly notify CB&I in writing and, before taking any further action against CB&I, shall afford CB&I the opportunity, at CB&I's cost, to either re-perform any defective Service according to the original scope of work therefor (as modified up to the time of breach), or to commence and diligently pursue the cure of such breach, in which event such re-performance or cure shall be CLIENT's sole and exclusive remedy therefor (except as provided in the next sentence). CLIENT's sole and exclusive remedy for the breach of any of the above warranties which breach damages property (other than the Services themselves) or injures persons, shall be as provided in Section 10 hereof.

d. CB&I's Duties: CB&I shall use its best efforts to timely provide Services for emergency response based on its judgment of the nature and extent of each emergency and its capability to respond to that emergency.

EXCEPT AS SET FORTH IN SECTION 9 ABOVE, CB&I MAKES NO GUARANTEE OF RESULTS OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, AS TO ANY OF THE GOODS OR OTHER MATERIALS FURNISHED OR SERVICES WHICH MAY BE PERFORMED PURSUANT TO THIS AGREEMENT.

10. Indemnity by CB&I

Subject to the limitations of Sections 9, 10, and 11 hereof, CB&I shall defend, indemnify and hold harmless (and does hereby release) CLIENT (including its officers, directors, and employees) from and against any and all losses, liabilities, claims, demands, damages, fines and penalties, and related expenses (including reasonable legal fees and costs) to the extent (and only to the extent) resulting from, attributable to, or arising out of:

- a. Breach by CB&I of any warranties hereunder; or
- b. CB&I's negligence or intentional misconduct in performing Services; or
- c. Any pollution, contamination, or release of hazardous or radioactive materials, including all adverse health effects thereof to the extent such pollution, contamination or release results directly from CB&I's negligence or intentional misconduct.

11. CLIENT Warranties, Representations, and Covenants

CLIENT warrants, represents, and covenants as follows:

a. **Responsibility for Materials, Sites:** CLIENT has responsibility for the materials and sites with respect to which CLIENT may request Services. There will exist no legal impediment or restraint applicable to CLIENT, the materials, the site or otherwise, which may adversely affect the ability of CB&I to perform the Services. As between CB&I and CLIENT, title and risk of loss with respect to all materials shall remain with CLIENT, who shall be considered the generator of such materials, and CLIENT shall execute all manifests as the generator of such materials.

b. **Characteristics of Materials:** Any materials with respect to which CB&I performs Services either (1) will have the composition and characteristics described in the Order, in the manifest or other documents given to CB&I, or (2) if nonconforming, will not (i) increase the cost of performing the Services; (ii) increase the nature or extent of the hazard or risk undertaken by CB&I in agreeing to perform the Services; and (iii) be such that the facilities designated can no longer be legally used or the Services legally performed.

CLIENT will provide CB&I with all relevant information reasonably available to it concerning, without limitation, the composition, quantity, toxicity, or potentially hazardous properties of any materials known or believed to be present at any site for which Services are requested.

(CB&I shall make its own determination as to the precautions appropriate for any material, but CB&I shall accept CLIENT's determination in a given situation that a material is hazardous and shall handle it accordingly, whether or not the particular material involved meets the definition of hazardous waste under applicable laws and regulations.)

CB&I shall notify CLIENT within a reasonable time of the discovery of material in breach of the warranties set forth in this Section 11. In the event of such breach, CLIENT shall be legally responsible for arranging for a lawful manner of disposition of such material, and any such disposition will properly protect CB&I from the increased

hazard, cost or risk referred to above. CLIENT shall fully compensate CB&I for all Services performed in connection with the disposition or return of material pursuant to this Section 11.

c. **Characteristics of Site:** CLIENT will provide CB&I with all relevant information available to it concerning the site for which Services are requested, including, without limitation, any hazards that may be present, summaries and assessments of the site's past and present compliance status, and the status of any filed or pending judicial or administrative action concerning the site.

d. **CLIENT'S Duties:** CLIENT shall, at its cost, at such times as may be required by CB&I for the successful, timely, and expeditious completion of Services:

(1) Provide unimpeded and timely access to the site, any necessary third-party property, and an adequate area or areas for CB&I's site office facilities, equipment storage, and employee parking and shall furnish all construction utilities necessary for the Services;

(2) Make any necessary notifications, file all reports, provide CB&I with any necessary governmental allocations or priorities, and obtain all permits and licenses required to be taken out in CLIENT's name which are necessary for the Services;

(3) Obtain any process and other transfer of technology licenses which are required for the Services, except where such licenses are identified in an Order as the responsibility of CB&I.

e. **Changes:** If CB&I encounters any unforeseen, differing or changed conditions or circumstances, the time for completion of such Services shall be extended, and CB&I shall receive an equitable compensation adjustment if CB&I incurs additional costs or additional Services are required.

EXCEPT AS SET FORTH ABOVE, CLIENT MAKES NO WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, CONCERNING ANY MATERIALS WITH RESPECT TO WHICH CLIENT MAY REQUEST SERVICES.

12. Indemnity by CLIENT

Subject to the limitations of Section 13 hereof, any indemnity by CB&I shall not apply to, and CLIENT shall defend, indemnify, and hold harmless (and does hereby release) CB&I (including its parent, subsidiary and affiliated companies and their officers, directors, employees, and agents) from and against, any and all liabilities, claims, demands, losses, damages, fines and penalties, and related expenses (including legal fees and reasonable costs of investigation), to the extent resulting from, attributable to, or arising out of:

- a. Any action or inaction of CLIENT or any third party or compliance by CB&I with directives issued by CLIENT;
- b. Any breach by CLIENT of any warranties, other provisions hereof, or of laws, regulations, or ordinances;
- c. Any hazardous material environmental emergency response service except to the extent such losses, damages, fines, penalties, or expenses result from negligence or willful misconduct by CB&I after arrival at the scene and reasonable knowledge, and adequate means and time, were available to CB&I to avoid the incident;
- d. Any allegation that CB&I is an owner, operator, manager, or person in charge of all or any portion of a site, or arranged for the treatment, transportation, or disposal of, or owned or possessed, or chose the treatment, storage, or disposal site for, any material, with respect to which Services are provided; or
- e. Any pollution, contamination, or release of hazardous or radioactive materials, including all adverse health effects thereof, except to the extent such pollution, contamination or release results from CB&I's negligence or willful misconduct.

13. Notice/Defense

A party entitled to indemnity under Section 10 or 12 hereof shall be the "Indemnitee" and the party obligated to provide such indemnity shall be the "Indemnitor." The Indemnitee shall promptly provide written notice to the Indemnitor upon the earlier of (a) any assertion of any Claim (as hereafter defined) falling within the Indemnitor's duties to indemnify or (b) learning of facts (other than the knowledge CB&I gains through performing the Services) which may give rise to a duty by Indemnitor to defend, to indemnify, or hold harmless. In the event an Indemnitor is required, during the course of an action or other proceeding, to pay any sum pursuant to Section 10 or 12 hereof which results from, is attributable to or arises out of any cause other than one for which the Indemnitor is required to defend, indemnify or hold harmless, the Indemnitor shall be entitled to recover from the Indemnitee and others to the extent such sums are in excess of those sums which the Indemnitor is required to pay pursuant to Section 10 or 12, as the case may be.

14. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT:

A. IN NO EVENT SHALL CB&I BE RESPONSIBLE FOR ANY INCIDENTAL, INDIRECT, IMPACT, OR CONSEQUENTIAL LOSSES, DAMAGES (INCLUDING LOSS OF PROFITS), LIABILITIES OR EXPENSES INCURRED BY CLIENT OR ANY THIRD PARTY AS A RESULT OF CB&I'S PERFORMANCE OR

NONPERFORMANCE OF THIS AGREEMENT OR BY APPLICATION OR USE OF REPORTS PREPARED OR OTHER SERVICES PERFORMED; FURTHER, CB&I SHALL HAVE NO LIABILITY FOR ANY ACTION INCLUDING DISCLOSURE OF INFORMATION WHERE CB&I BELIEVES IN GOOD FAITH THAT SUCH ACTION IS REQUIRED BY PROFESSIONAL STANDARDS OF CONDUCT FOR THE PRESERVATION OF PUBLIC HEALTH, SAFETY OR WELFARE, OR BY LAW; AND

B. FOR ALL LOSSES, DAMAGES, LIABILITIES OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS), WHETHER FOR INDEMNITY, OR NEGLIGENCE, INCLUDING ERRORS, OMISSIONS OR OTHER ACTS, OR WILLFUL MISCONDUCT, OR BASED IN CONTRACT, WARRANTY (INCLUDING ANY COSTS AND FEES FOR REPAIRING, REPLACING OR RE-PERFORMING SERVICES OR CURING A BREACH HEREOF), OR FOR ANY OTHER CAUSE OF ACTION (INDIVIDUALLY, A "CLAIM"; COLLECTIVELY, "CLAIMS"), CB&I'S LIABILITY, INCLUDING THE LIABILITY OF ITS INSURERS, EMPLOYEES, AGENTS, DIRECTORS, AND OFFICERS AND ALL OTHER PERSONS FOR WHOM CB&I IS LEGALLY RESPONSIBLE, SHALL NOT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEED IN THE CUMULATIVE AGGREGATE WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT THE LESSER OF THE TOTAL AMOUNT OF COMPENSATION PAID TO CB&I HEREUNDER OR ONE MILLION DOLLARS (\$1,000,000); AND

C. ALL CLAIMS AGAINST CB&I, ITS INSURERS, EMPLOYEES, AGENTS, DIRECTORS OR OFFICERS AND ALL OTHER PERSONS FOR WHOM CB&I IS LEGALLY LIABLE, SHALL BE DEEMED WAIVED UNLESS AND TO THE EXTENT CLIENT SHALL BRING SUIT THEREFOR AGAINST CB&I WITHIN ONE (1) YEAR AFTER CB&I'S SUBSTANTIAL COMPLETION OF THE PARTICULAR SERVICES WITH RESPECT TO WHICH THE CLAIM IS MADE.

15. Insurance

CB&I is presently protected by Worker's Compensation Insurance as required by applicable law and by General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage. Insurance certificates will be furnished on request. If the CLIENT requires further insurance coverage, CB&I will endeavor to obtain said coverage, and CLIENT shall be charged therefor. The certificates shall specify the dates when such insurance expires and shall provide for notices of cancellation according to the standard wording of the Acord Certificate of Insurance Form. CB&I and its insurer(s) hereby reserve all rights of subrogation.

16. Patents and Inventions

CLIENT may use any final reports of findings, feasibility studies, industrial hygiene and safety, engineering work or other work performed or prepared by CB&I under this Agreement for its internal purposes in connection with the project and/or location for which such work was prepared, but CB&I reserves all other rights with respect to the same and all other documents produced in performing the Services. All reports will be delivered subject to CB&I's then current limitations. CLIENT shall obtain prior written consent from CB&I for any other use, distribution, or publication of such reports or work results.

CLIENT shall retain all right and title to all patentable and unpatentable inventions, including confidential know-how, developed by CLIENT and/or by CB&I hereunder in CLIENT'S field of expertise.

CB&I shall retain all right and title to all patentable and unpatentable inventions, including confidential know-how, developed by CB&I hereunder in CB&I's field of expertise. CB&I shall grant to CLIENT a royalty-free, nonexclusive and nontransferable license under any such developed inventions and know-how to use the same in any of CLIENT'S facilities.

17. Intellectual Property

CB&I shall use its best efforts to provide Services which do not infringe on any valid patent, copyright, trademark or involve the use of any confidential information that is the property of others unless CB&I is licensed or otherwise has the right to use and dispose thereof. CB&I shall also use its best efforts to inform CLIENT of any infringement that may be reasonably expected to result from the use of the Services. However, the best efforts of CB&I shall not include a duty to conduct and/or prepare a patent or other search and/or opinion. The liability of CB&I under this Agreement in any legal proceeding where CLIENT is made a defendant for actual infringement based upon a Service provided by CB&I shall be as provided in Section 9 and shall exclude infringement which is related to manufacturing processes of CLIENT and any consequential damages.

18. Confidentiality

In the course of performing Services, to the extent that CLIENT discloses to CB&I, or CB&I otherwise acquires, business or technical information that CLIENT clearly marks as confidential or proprietary, CB&I will receive and maintain in confidence such information and will exercise all reasonable efforts to avoid the disclosure of such information to others. CB&I will not use such information for any purpose other than the performance of Services to CLIENT.

CLIENT shall treat as confidential all information and data furnished to it by CB&I in connection with this Agreement including, but not limited to, CB&I 's technology, formulae, procedures, processes, methods,

trade secrets, ideas, inventions, and/or computer programs; and CLIENT shall not disclose such information to any third party, except to a related company which has first agreed in writing with CB&I to an obligation of confidentiality identical to the obligations of CLIENT as set forth in this Section 18.

However, nothing herein is meant to prevent nor shall it be interpreted as preventing either CB&I or CLIENT from disclosing and/or using said information or data (i) when the information or data is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when the information or data is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the information or data is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) where a written release is obtained by the receiving party from the transmitting party; or (v) five (5) years from the date of receipt of the information; or (vi) when permitted by this Agreement; or (vii) when required by process of law; provided, however, upon service of such process, the recipient thereof shall notify the other party and afford it an opportunity to resist such process.

CLIENT shall obtain CB&I's prior consent and cooperation with the formulation and release of any public disclosure in connection with this Agreement or work performed hereunder, before issuing a news release, public announcement, advertisement, or other form of publicity.

19. Force Majeure

Neither party shall be deemed in default of this Agreement or any order hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes, or lockouts, and changes in laws, statutes, regulations or ordinances.

20. Affirmative Action

Unless this Agreement is exempted by law, CB&I shall comply with Executive Order 11246, the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and the rules and regulations issued pursuant to said Order and Acts, as amended and all of which are incorporated herein by reference. Upon execution of this Agreement and upon request, CB&I shall furnish to CLIENT an executed Certificate of Nonsegregated Facilities.

21. Assignment

Neither party shall assign any right or delegate any duty under this Agreement without the prior written consent of the other. Notwithstanding the foregoing, any subsidiary or affiliate of Chicago Bridge & Iron Company N.V. or other persons CB&I designates may perform some or all of the Services, and CB&I may upon notice to the CLIENT assign, pledge or otherwise hypothecate the cash proceeds and accounts receivable resulting from the performance of any Services or sale of any goods pursuant to this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the parties' respective successors and assigns.

22. Attorney Fees

To the maximum extent permitted by law, in the event either party shall be successful in any suit for damages for breach of this Agreement, including nonpayment of invoices, or to enforce this Agreement or to enjoin the other party from violating this Agreement, the prevailing party shall be entitled to recover as damages its reasonable legal fees and expenses for bringing and maintaining any such action.

23. Governing Law

This Agreement shall be governed by and interpreted pursuant to the rules of the state where the services are to be performed.

24. Entire Agreement

The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of Services by CB&I to CLIENT and shall be deemed incorporated in all Orders unless otherwise agreed in writing by CB&I. In the event of conflict, this Agreement shall govern. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgement or other form of the CLIENT is hereby expressly objected to by CB&I and shall not operate to modify the Agreement, and CB&I's acceptance of an Order is expressly conditioned on and limited to assent to the provisions hereof. CLIENT may accept these terms and conditions by execution of this Agreement or by authorizing CB&I to begin work. This Agreement may be amended only by a written instrument signed by both parties.

25. Waiver of Terms and Conditions

The failure of CB&I or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

26. Severability and Survival

Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement. Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable consistent with the parties' intent. The terms and conditions hereof shall survive the termination of this Agreement.

IN WITNESS WHEREOF, CLIENT and CB&I agree to the foregoing (INCLUDING THE LIMITATIONS ON LIABILITY IN SECTIONS 8 - 14) and have caused this Agreement to be executed by their respective duly authorized representatives as of the date set forth below.

Executed this ____ day of _____, 20__

CLIENT _____

By: _____

Title: _____

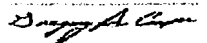
Address: _____

Phone: _____

Fax: _____

Email: _____

CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.

By:  _____

Title: Construction Manager

Address: 4171 Essen Lane

Baton Rouge, Louisiana 70809

Phone: (419) 424-4940

Fax: (225) 987-3399

Email: gregory.cooper@cbi

ATTACHMENTS:

Exhibit 1 - Rate Schedules

Exhibit 2 - Scope of Work



QUOTATION

Quote No. Q0007803
Customer ID SULL300

BILL TO: SULLIVAN ENVIRONMENTAL INC 4448 13TH LANE NE ST PETERSBURG, FL 33703	SHIP TO: BASELINE LANDFILL 5601 SE 66TH STREET OCALA, FL 34480
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Notes: PRICE QUOTED INCLUDES DELIVERY.

PAGE 1

Quote is Subject to the Terms and Conditions of Conrad Yelvington Distributors.

F.O.B. POINT	SHIP VIA	ORDERED BY KRISTINE			
QUOTE DATE 9/16/2014	TERMS NET 30 DAYS	SALES PERSON GREG MURRAY	EXPIRATION DATE 12/31/2014		
PART NUMBER	QUANTITY	UNITS	UNIT PRICE	DISC %	EXTENDED PRICE

GRAN-GA-CMK04	314.000	TON	44.450		13,957.30
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MOD 4 GRANITE

Notes:

Merchandise Total 13,957.30

Shipping & Handling

Total Misc. Charges 0.00

Sales Tax 750.77

TOTAL 14,708.07



QUOTE

Attention: James Larromore
Marion County Solid Waste
5601 66th Street, Ocala, FL 34480

Date
22 September 2014

Quote Number
Q000281

Job Number
J000365

Diamond Systems LLC
55 East Broad Street
Titusville, FL 32796
www.DiamondSci.com
Phone: 001-321-223-7500

Viridian Pumps

Costs	Quantity	Rate	Amount
Viridian Model VP4-BL-RW, Bottom-Loading Pneumatic Pump VP100011 Reduced Weight, Reduced Weight, with Glass Coupled Bottom Check Valve.	10.00	1,624.00	16,240.00
Viridian I-Fit Couplings, 1/2", 5/8", and 1" Coupling Set - Includes Clips. VP100060	10.00	143.75	1,437.50
Viridian Well Seal, 8", with Methane Extraction and Liquid EP200801	10.00	373.75	3,737.50
Viridian Filter Regulator, with fittings. EP200080	10.00	143.75	1,437.50
Viridian Pulse Counter, stainless steel body, with fittings VP100105	10.00	194.35	1,943.50
Viridian Tri-Tube, 1/2", 5/8", and 1" OD EP20070 Nylon 12 tubing bundle in outer sheathing of polyethylene	1,500.00	5.90	8,850.00
Viridian Wire Rope, 1/8", 304SS. EP200110	1,500.00	0.56	840.00
Viridian Wire Rope Clamp, 1/8", 304SS EP200115	40.00	2.60	104.00
Viridian Air Exhaust Pipe Diverter EP200077	10.00	32.50	325.00
FREE Shipping	1.00	0.00	0.00
		Subtotal	34,915.00
		Florida Sales Tax	0.00
		Total	34,915.00

Valid To: 20 October 2014



**MARION COUNTY
SOLID WASTE**

**APPENDIX "E"
AGREEMENTS**

**HAZARDOUS WASTE DISPOSAL SERVICES
14P-114**

2015 STRATEGIC PLAN

AGREEMENT BETWEEN COUNTY AND CONTRACTOR

This Agreement, made and entered into August 20, 2014 by and between Marion County, a political subdivision of the State of Florida, (hereinafter referred to as the "COUNTY") and Perma-Fix of Florida, located at 1940 NW 67th Place, Gainesville, FL 32653, possessing FEIN# 59-3241888 (hereinafter referred to as the "CONTRACTOR") under seal for Hazardous Waste Disposal Services, (hereinafter referred to as the "PROJECT"), and the COUNTY and the CONTRACTOR hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, the COUNTY and CONTRACTOR (the "PARTIES") hereto agree as follows:

Section 1 – Term. This Agreement shall commence November 1, 2014 with a term of service for three (3) years through October 30, 2017, with no renewals.

Section 2 – Scope of Services. As per specifications and requirements of project 14P-114, the CONTRACTOR shall complete the scope of services listed below according to the timeframe as noted herein.

A. COUNTY HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

1. *Marion County has a HHW Collection Program for the purpose of collection and disposal of chemical wastes generated by non-commercial entities (residents) of Marion County. The center is staffed and managed by four (4) OSHA certified County Personnel.*

Location for the County's current Household Hazardous Waste Collection Center (HHWCC) is:

*Marion County HHWCC
Baseline Landfill
5601 SE 66th Street
Ocala, Florida 34480*

2. *The Contractor shall perform tasks including, receiving waste from cars during coop collections; waste identification; segregating waste into appropriate hazard categories; waste minimization e.g. bulking of waste; lab packing waste and shipping waste. The Contractor shall unless otherwise directed by the County, provide housekeeping services in order to maintain a clean and orderly work/storage area during the pickup and transportation of HHW at the collection center. The Contractor shall plan on conducting a minimum of four (4) HHW shed clean out events per fiscal year (October 1 through September 30) to include CESQGs and two (2) CO-OP collections with Sumter County per fiscal year.*
3. *Materials collected from residents at the HHWCC will be identified and placed in either the proper storage compartment of the HW storage building or containerized. The Department staff will segregate, sort and store materials received according to labeled hazard classifications. Any unidentifiable chemicals will be stored separately pending identification by the Contractor. The Contractor will train Marion County personnel to appropriately identify and segregate hazardous materials.*
4. *During the CO-OP collections, participation may exceed the Contractor's capabilities to properly service the collection day. At the direction of Marion County, the Contractor shall mobilize additional personnel, equipment, and materials as appropriate. Contractor shall provide supervision, staffing, materials, equipment, supplies and sufficiently trained personnel capable of accepting, classifying, weighing, packaging, manifesting, removing and properly disposing of household chemical wastes collected within a six (6) hour period Sumter County who Marion County partners with, in accordance with terms and conditions of this contract. Staffing, material, equipment and supplies shall be adequate, and shall include shelter, managing latex paint, drums, and other packing material, drinking water for Contractor and County staff, spill cleanup materials and other required safety equipment, and a scale. CESQG wastes from Sumter County shall also be received and processed during this collection event. Contractor, Marion and Sumter Counties shall be responsible for traffic control, and customer relations. Contractor shall be responsible for unloading vehicles, sorting, segregating, classifying, packaging, bulking, weighing and manifesting received materials. Latex paints shall be segregated for recycling at a later date.*

5. *The Contractor must be set up and be completely operational at least thirty (30 minutes prior to the event being open. The Contractor shall maintain good housekeeping within the site throughout the event. The Contractor shall appropriately clean the site after every collection event. In the event that hazardous waste must remain on-site overnight during any collection event, the Contractor shall provide security personnel to insure that the waste is not disturbed or tampered with. The Contractor shall provide the County Project Manager or designee the option to transport to the County's HHW Collection Facility the contents of any partially filled container at the end of this collection event.*
6. *Transport and disposal of the materials collected shall be the sole responsibility of the Contractor. Any bulking, waste minimization, or waste consolidation to be performed on site shall have prior approval by a County Representative. Packaging will be a cooperative effort between Marion County and the Contractor.*
7. *The County shall have the right to remove any specific materials from the household hazardous waste collection waste stream (e.g. waste oil, lead acid batteries, latex paint, or others) for recycling or alternative disposal.*
8. *Contractor shall determine the physical characteristics of unknown (unlabeled) chemical waste in order to properly manifest the material. Hazard identification will be performed on items prior to weighing and removal. The analysis shall determine at a minimum the following physical characteristics of the unknown:*
 - *Flash point*
 - *pH*
 - *Physical state*
 - *Solubility*
9. *Baseline analytical and/or TCLP (Toxicity Characteristics Leaching Procedure) testing will only be performed with specific authorization by Marion County.*
10. *The Contractor is solely responsible for complying with all requirements mandated by federal, state, and local laws regarding the proper labeling, packaging, segregation, transportation, and disposal of hazardous materials. *
11. *The County shall have final approval on disposal sites to be utilized by the Contractor for any and all waste materials generated by the County.*
12. *All equipment used by the Contractor or their Subcontractor(s) shall be clean, properly maintained, and clearly identifiable as belonging to the Contractor or their Subcontractor(s). Any equipment or supplies belonging to the Contractor or Subcontractors after a collection event shall be the sole responsibility of the Contractor Subcontractor in event of damage, theft, or loss.*
13. *The Contractor shall guard at all times against damage or loss to the property of the County or of other Contractors and shall be held responsible for repairing or replacing any such loss or damage. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or his agents. The Contractor shall also be responsible for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements such as flooding, rainstorms, wind damage, or vandalism.*
14. *The Contractor shall prepare and maintain a Uniform Hazardous Waste Manifest (EPA Form 8700-22 rev 3/05) documenting the generator, transporter, and TSD (Transport-Storage-Disposal) facility by category of waste removed. The manifested description and hazard classification may not be changed without prior written approval by the County. One copy of this manifest along with one copy of each Container Content Sheet shall be provided to a Marion County Hazardous Waste Specialist prior to shipping waste from a site.*
15. *A final Uniform Hazardous Waste Manifest shall be provided by the Contractor to the County within thirty (30) calendar days of the waste being transported off-site.*
16. *A Certificate of Disposal, indicating final disposal site and method of disposal, for each and every waste generated through this program shall be provided by the Contractor to the County within one hundred twenty (120) calendar days of the manifest date.*
17. *An annual report shall be provided to the Marion County Hazardous Waste Section at 5601 SE 66th St., Ocala, FL 34480 documenting the total amount of waste generated, by hazard category.*

18. *The contractor shall provide detailed invoices for all work performed under this contract. The invoice shall include at a minimum, the manifest number, item(s) shipped, container net weight, contract item number, contract price, supplies, labor, disposal and all other expenses to be paid under this contract.*
19. *The Contractor shall perform on site quality control measures at their own discretion at no cost to the County. Wastes found to be off-specification or not meeting profile parameters, will be identified and left on site.*

B. CONDITIONALLY EXEMPT SMALL QUANTITY GENERATORS (CESQG) COLLECTIONS

1. *The Contractor will allow CESQG producing less than 100 kilograms of hazardous waste per calendar month, to bring hazardous materials to the hazardous waste collection center at least four (4) times per month during County shed clean out. The Contractor will on those dates receive hazardous materials from CESQG. The Marion County Solid Waste Department currently advertises these events. The events shall be open to CESQG located in Marion County for disposal of waste generated in Marion County. For the purpose of this Contract, CESQG shall be defined as specified by 40 CFR Part 261, or as defined by the Department.*
2. *The Contractor shall be solely responsible for seeking payment from the CESQG for disposal of their materials. The County will not be responsible for the collection, packaging, transportation, and/or disposal of any CESQG materials, or for the cost incurred by the Contractor in the performance of this work.*
3. *The Contractor shall provide this service with the same price guidelines as under this contract to all CESQG located in Marion County.*
4. *The Contractor shall render the area environmentally safe, cleaning up any and all spills that may have occurred during any transaction at the site, during any and all collections, in compliance with the Spill Contingency Plan, and to the satisfaction of Marion County.*
5. *The Contractor shall be responsible for complying with any and all requirements mandated by federal, state, and local laws regarding the proper labeling, packaging, transportation, and disposal (including treatment) of hazardous wastes.*
6. *An annual report shall be provided to the County documenting the number and identity of participating generators and the total amounts of waste generated, by hazard category.*

C. SMALL QUANTITY GENERATORS (SQG) COLLECTIONS

1. *The Contractor shall offer a scheduled pick-up or "milk-run" service to SQG generating from 100 to 1000 kilograms of hazardous waste per month. Contractor shall work with the County in an effort to establish collection route services for SQG as defined in 40 CFR Part 262. The Contractor shall be required to offer this service at least twice annually or as approved by Marion County, to all SQG in Marion County for the proper management of their hazardous wastes.*
2. *The County shall incur no expense for the organization, advertisement, packaging, transportation and disposal of SQG waste accepted by the Contractor.*
3. *The Contractor shall be solely responsible for seeking payment from the SQG for disposal of their materials. The County assumes no responsibility for the collection, packaging, transportation, or disposal of any materials, or for any costs incurred by the Contractor in performance of this work.*
4. *The Contractor shall provide this service to all SQG in Marion County under the same price guidelines as this contract. This provision does not prevent or limit a SQG from negotiating any other rates or fee schedule with the Contractor.*
5. *An annual report shall be provided to Marion County documenting the number and identity of the participating generators and the total amount(s) of waste(s) generated, by hazard category.*
6. *Contractor will work with the County to provide a list of Marion County SQG and CESQG.*

D. OTHER MARION COUNTY AGENCIES OR DEPARTMENTS

It is expected that Marion County agencies and/or departments other than the Hazardous Waste Section will on occasion use this service for the disposal of their regulated wastes. They shall be billed directly by the Contractor at the same price guaranteed as under this contract.

TRAINING:

The Contractor shall provide the following training to Marion County Hazardous Waste Personnel (5 each) and a total of four (4) other County personnel associated with County Inter-Local Contracts:

- Lab pack preparation
- 8 Hour OSHA annual refresher training

The Contractor shall supply technical support, written protocols, appropriate training and guidance to allow the County staff to lab pack waste to meet Contractor standards for acceptance at disposal facilities in the cases where it is necessitated. The training shall include: special packaging criteria, allowable shipping containers, segregation guidelines, unacceptable materials, packaging media desired, volume of waste allowed per container, labeling and marking, and special handling for reactive materials.

- A. Upon completion of the 8 Hour OSHA annual refresher training course, the Contractor will issue a certificate of completion to the county employees who successfully completed the training.
- B. The County shall incur no expense for the training of County Personnel.
- C. Marion County shall select the dates for the training, and the Contractor will be notified of this information at least four (4) weeks prior to the training date.

OTHER MISCELLANEOUS:

- A. Marion County reserves the right to pre-schedule the date and time of pick-up from the Household Hazardous Waste Collection Center or at any additional collection centers, and Sumter County Inter-Local Contract sites.
- B. The Contractor will have the ability to remove the hazardous waste the same day as it is picked up from the facility.
- C. The Contractor shall present its methods for presenting and maintaining a professional image to the public.
- D. The Contractor will provide, at the request of the Marion County, professional and technical consulting on compliance and regulation issues as needed.
- E. Precaution shall be exercised at all times for the protection of employees, other persons and property. Contractor's employees shall report to their Project Manager any hazardous conditions or items in need of repair noted during the performance of work. Said Project Manager shall then notify the responsible county agent or his designee of such conditions.

Section 3 – Compensation. The COUNTY shall make payment to the CONTRACTOR upon completion of the services or receipt of product as described in Section 2 of this agreement. There shall be no provisions for pricing adjustments during the term of the contract. CONTRACTOR agrees that if payment is made by County procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by the COUNTY, and in acceptable condition.

Description	Type of Packaging	Size of Container	Disposal Method	Unit Cost
1 Absorbent w/hazardous waste	Bulk	1	Incineration	\$165.00
2 Absorbents with used oil	Bulk	1	Incineration	\$55.00
3 Aerosols, Flammable	Lab pack	55 gallon	Incineration	\$195.00
4 Amines, Flammable Corrosive	Lab pack	5 gallon	Incineration	\$95.00
5 Amines, Flammable Corrosive	Lab pack	55 gallon	Incineration	\$395.00
6 Amines, Flammable Corrosive	Lab pack	30 gallon	Incineration	\$195.00
7 Corrosive Liquid, Acid	Bulk	30 gallon	Treatment	\$195.00
8 Corrosive Liquid, Acid	Bulk	5 gallon	Treatment	\$75.00
9 Corrosive Liquid, Acid	Lab pack	55 gallon	Treatment	\$295.00
10 Corrosive Liquid, Acid	Lab pack	30 gallon	Treatment	\$165.00
11 Corrosive Liquid, Acid	Bulk	55 gallon	Treatment	\$295.00
12 Corrosive Liquid, Acid	Lab pack	5 gallon	Treatment	\$95.00
13 Corrosive Liquid, Base	Bulk	55 gallon	Treatment	\$295.00
14 Corrosive Liquid, Base	Bulk	30 gallon	Treatment	\$165.00
15 Corrosive Liquid, Base	Bulk	5 gallon	Treatment	\$95.00
16 Corrosive Liquid, Base	Lab pack	55 gallon	Treatment	\$295.00
17 Corrosive Liquid, Base	Lab pack	30 gallon	Treatment	\$165.00
18 Corrosive Liquid, Base	Lab pack	5 gallon	Treatment	\$95.00

	Description	Type of Packaging	Size of Container	Disposal Method	Unit Cost
19	Corrosive Solid, Acid	Lab pack	5 gallon	Treatment	\$65.00
20	Corrosive Solid, Acid	Lab pack	1	Treatment	\$65.00
21	Corrosive Solid, Acid	Lab pack	5 gallon	Treatment	\$65.00
22	Corrosive Solid, Base	Lab pack	1	Treatment	\$65.00
23	Cyanides & Sulfides, Reactive, Non-Routine	Lab pack	1	Best Disposal Method	\$195.00
24	Dioxin related, household material	Lab pack	1	Best Disposal Method	\$195.00
25	Flammable Liquid, Halogenated	Bulk	1	Incineration	\$75.00
26	Flammable Liquid, Halogenated	Bulk	30 gallon	Incineration	\$145.00
27	Flammable Liquid, Halogenated	Lab pack	30 gallon	Incineration	\$95.00
28	Flammable Liquid, Halogenated	Lab pack	5 gallon	Incineration	\$55.00
29	Flammable Liquid, Halogenated	Lab pack	55 gallon	Incineration	\$165.00
30	Flammable Liquid, Non-Halogenated	Bulk	55 gallon	Fuel Blending	\$75.00
31	Flammable Liquid, Non-Halogenated	Bulk	30 gallon	Fuel Blending	\$55.00
32	Flammable Liquid, Non-Halogenated	Bulk	5 gallon	Fuel Blending	\$45.00
33	Flammable Liquid, Non-Halogenated	Lab pack	5 gallon	Fuel Blending	\$65.00
34	Flammable Liquid, Non-Halogenated	Lab pack	55 gallon	Fuel Blending	\$125.00
35	Flammable Liquid, Non-Halogenated	Lab pack	30 gallon	Fuel Blending	\$95.00
36	Flammable Liquid, Paint Related	Bulk	55 gallon	Fuel Blending	\$75.00
37	Flammable Liquid, Paint Related	Bulk	30 gallon	Fuel Blending	\$45.00
38	Flammable Liquid, Paint Related	Lab pack	30 gallon	Fuel Blending	\$65.00
39	Flammable Liquid, Paint Related	Lab pack	5 gallon	Fuel Blending	\$45.00
40	Flammable Liquid, Paint Related	Lab pack	55 gallon	Fuel Blending	\$95.00
41	Flammable Liquid, Toxic	Lab pack	55 gallon	Incineration	\$395.00
42	Flammable Liquid, Toxic	Lab pack	1	Incineration	\$395.00
43	Flammable Solid	Bulk	55 gallon	Incineration	\$345.00
44	Flammable Solid	Lab pack	30 gallon	Incineration	\$195.00
45	Flammable Solid	Lab pack	5 gallon	Incineration	\$95.00
46	Flammable solid	Lab pack	55 gallon	Incineration	\$245.00
47	Flammable Liquid, Toxic	Lab pack	5 gallon	Incineration	\$95.00
48	Isocyanate Flammable Toxic	Lab pack	1	Incineration	\$295.00
49	Isocyanate Flammable Toxic	Lab pack	1	Incineration	\$295.00
50	Isocyanate Flammable Toxic	Lab pack	5 gallon	Incineration	\$95.00
51	Latex paint	Bulk	pallet	Recycle	\$0.25/lb.
52	Latex paint	Loose pack	55 gallon	Recycle	\$125.00
53	Mercury	Lab pack	5 gallon	Recycle	\$295.00
54	Mercury	Bulk	Pound	Recycle	\$7.00
55	Miscellaneous Hazardous Material	Lab pack	55 gallon	Best Disposal Method	\$195.00
56	Miscellaneous Hazardous Material	Lab pack	30 gallon	Best Disposal Method	\$145.00
57	Miscellaneous Hazardous Material	Lab pack	5 gallon	Best Disposal Method	\$65.00
58	Non Regulated Material Liquid or Solid	Bulk/Lab Pack	30 gallon	Incineration	\$45.00
59	Non Regulated Material Liquid or Solid	Bulk/Lab Pack	5 gallon	Incineration	\$25.00
60	Non Regulated Material Liquid or Solid	Bulk/Lab Pack	55 gallon	Incineration	\$75.00
61	Oily sludge	Bulk	55 gallon	Fuel Blending	\$25.00
62	Oxidizer, Liquid	Lab pack	55 gallon	Incineration	\$425.00
63	Oxidizer, Liquid	Lab pack	30 gallon	Incineration	\$195.00
64	Oxidizer, Liquid	Bulk	1	Incineration	\$495.00
65	Oxidizer, Solid	Lab pack	55 gallon	Incineration	\$425.00
66	Oxidizer, Solid	Lab pack	30 gallon	Incineration	\$195.00
67	Oxidizer, Solid	Lab pack	5 gallon	Incineration	\$75.00
68	Oxidizers (Organic Peroxides)	Lab pack	1	Incineration	\$195.00
69	PCBs liquids or articles	Lab pack	55 gallon	Incineration	\$495.00
70	PCBs liquids or articles	Lab pack	30 gallon	Incineration	\$295.00
71	PCBs liquids or articles	Lab pack	5 gallon	Incineration	\$125.00
72	Peroxides, inorganic	Lab pack	1	Treatment	\$195.00
73	Photographic solutions	Lab pack	1	Incineration	\$165.00

	Description	Type of Packaging	Size of Container	Disposal Method	Unit Cost
74	Toxic Liquid (including pesticides)	Bulk	30 gallon	Incineration	\$145.00
75	Toxic Liquid "	Lab pack	55 gallon	Incineration	\$395.00
76	Toxic Liquid "	Lab pack	30 gallon	Incineration	\$195.00
77	Toxic Liquid "	Lab pack	5 gallon	Incineration	\$75.00
78	Toxic Liquid "	Bulk	55 gallon	Incineration	\$295.00
79	Toxic Liquid "	Lab pack	5 gallon	Incineration	\$75.00
80	Toxic Liquid "	Lab pack	55 gallon	Incineration	\$395.00
81	Toxic Liquid "	Lab pack	30 gallon	Incineration	\$195.00
82	85 gallon overpack, steel	Each	85 gallon		\$150.00
83	85 gallon overpack, poly	Each	85 gallon		\$150.00
84	55 gallon drum, steel	Each	55 gallon		\$45.00
85	30 gallon drum, steel	Each	30 gallon		\$25.00
86	30 gallon drum, poly	Each	30 gallon		\$25.00
87	20 gallon drum, steel	Each	20 gallon		\$25.00
88	20 gallon drum, steel	Each	20 gallon		\$25.00
89	5 gallon pail, plastic	Each	5 gallon		\$25.00

The County shall pay a fee of \$650.00 per six (6) hour day for these services.

The County shall not pay for services performed in excess of a six (6) hour day.

The County shall pay \$1,200.00 for the cost of additional equipment requirements of a cooperative collection day event (this cost shall not include any labor, transportation or disposal expenses).

Section 4 – Notices. Except as otherwise provided herein, all notices and other communications provided for hereunder shall be in writing and sent by certified mail return receipt requested, or by hand deliver, and shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid or if hand delivered, when personally handed to the Party to whom the notice or other communication is addressed, with signed proof of delivery. The COUNTY'S and the CONTRACTOR'S representatives for notice purposes are:

CONTRACTOR: Perma-Fix of Florida
1940 NW 67th Place, Gainesville, FL 32653
CONTACT PERSON: Raymond Whittle
800-365-6066 | E-mail: rwhittle@perma-fix.com

COUNTY: Marion County Solid Waste
c/o Marion County Board of County Commissioners
601 SE 25th Ave. Ocala, FL 34471

A copy of all notices to the COUNTY hereunder shall also be sent to:

Procurement Director
Marion County Procurement Services Department
2631 SE 3rd St, Ocala, FL 34471

Section 5 – Assignment. The CONTRACTOR may not subcontract all or any part of this Agreement without written approval by the COUNTY.

Section 6 – Laws, Permits, and Regulations. Prior to the performance of any work hereunder, the CONTRACTOR shall obtain and pay for all licenses and permits, as required to perform the services described in Section 2 of this Agreement. CONTRACTOR shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

Section 7 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 8 – Books and Records. The CONTRACTOR shall keep records of all transactions. The COUNTY shall have a right to review such records at the CONTRACTOR'S office during normal business hours.

Section 9 – Indemnification. The CONTRACTOR shall indemnify and hold harmless the COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against the COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or omission of the CONTRACTOR or its employees, officers, or agents in performing the services set forth herein.

Section 10 – Insurance. As applicable, during the period the services are rendered, insurance policies shall be with a company or companies authorized to do business in the State of Florida. The County shall be notified if any policy limit has eroded to one half its annual aggregate. The CONTRACTOR shall provide a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+. All policies must show the "Marion County Board of County Commissioners" as an Additional Insured except for the workers compensation and professional liability policies. The Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for 30-day cancellation notice to that address with policies for the following:

Business Auto Liability shall be provided by the CONTRACTOR with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles.

Worker's Compensation shall be purchased and maintained by the CONTRACTOR with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease.

General Liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The policy must be maintained by the CONTRACTOR for the duration of the project. If the policy is written on a claims-made basis, the CONTRACTOR must maintain the policy a minimum of 5 years following completion of the project. The County of Marion must be shown as additional insured.

Section 11 – Independent CONTRACTOR. In the performance of this Agreement, the CONTRACTOR will be acting in the capacity of an "independent CONTRACTOR" and not as an agent, employee, partner, joint venture, or associate of the COUNTY. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of this Agreement.

Section 12 – Default/Termination. In the event the CONTRACTOR fails to comply with any of the provisions of this Agreement, the COUNTY may terminate this Agreement for cause by first notifying the CONTRACTOR in writing, specifying the nature of the default and providing the CONTRACTOR with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, the COUNTY thereafter may terminate this Agreement upon written notice to the CONTRACTOR without prejudice to the COUNTY in terms of any right or for cause; the COUNTY will be responsible for compensation to the CONTRACTOR only for the termination date. The COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to the CONTRACTOR. In the event of termination of this Agreement without cause, the COUNTY will compensate the CONTRACTOR for all services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. Notwithstanding any other provision of this Contract, this Contract may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. County shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

Section 13 – Timely Performance. All work will commence upon authorization from the County's representative. All work will proceed in a timely manner without delays.

Section 14 – Damage to Property. The CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to the COUNTY under this Contract and until final inspection of the work and acceptance thereof by the COUNTY. In the event any such material, equipment and supplies are lost, stolen,

damaged or destroyed prior to final inspection and acceptance, the CONTRACTOR shall replace the same without additional cost to the COUNTY, as applicable.

Section 15 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 16 – Use of Other Contracts. Marion County Board of County Commissioners reserves the right to utilize any County contract, State of Florida Contract, city or county governmental agencies, school board, community college/state university system cooperative bid agreement. Marion County Board of County Commissioners reserves the right to separately bid any single order or to purchase any item on this solicitation/contract if it is in the best interest of the County.

Section 17 – Employee Eligibility Verification. For those projects funded with State or Federal dollars, Marion County will adhere to the practices set forth under the e-verification system, which is outlined in the clauses below. Information provided by the Contractor is subject to review for the most current version of the State or Federal policies at the time of contract award. By previously signing the ITB Acknowledgment and Addenda Certification Form, and this contract Contractor has agreed to perform in accordance with these requirements and agrees:

1. To enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program.
2. To provide to the Agency, within thirty (30) days of the effective date of this contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
3. To require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this contract/amendment/extension or within ninety (90) days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
4. To maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Agency or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the Agency may treat a failure to comply as a material breach of the contract.

Section 18 – Force Majeure. Neither CONTRACTOR nor COUNTY shall be considered to be in default in the performance of its obligations under this AGREEMENT, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Section 19 – Authority to Obligate. Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

Section 20 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.


IN WITNESS WHEREOF the parties have executed this Amendment to Agreement the day and year first written above.

ATTEST:



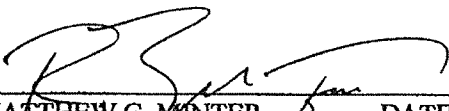
DAVID R. ELLSPERMANN,
CLERK OF COURT

MARION COUNTY BOARD OF
COUNTY COMMISSIONERS



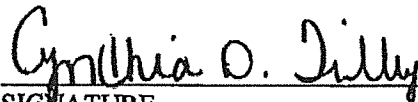
CARL ZALAK, III
CHAIRMAN

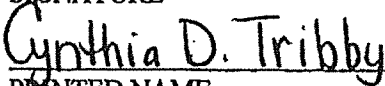
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY



MATTHEW G. MINTER, *June* DATE
MARION COUNTY ATTORNEY

WITNESS:



SIGNATURE


PRINTED NAME

PERMA-FIX OF FLORIDA:


BY: 

PRINTED: *Raymond Whittle*

ITS: *Vice President*

(TITLE)

WITNESS:



SIGNATURE
Tom McCarty

PRINTED NAME

