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CONTRACT
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CORRECTIVE AGREEMENT FOR RECYCLABLES PROCESSING SERVICES BETWEEN THE CITY OF FORT LAUDERDALE AND SUN RECYCLING, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND BERGERON ENVIRONMENTAL AND RECYCLING, LLC, A FLORIDA LIMITED LIABILITY COMPANY, JOINTLY AND SEVERALLY, d/b/a SUN-BERGERON, JV

THIS AGREEMENT, made and entered into this 29 day of April 2013⁴, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Sun Recycling LLC, a Florida limited liability company, and Bergeron Environmental and Recycling, LLC, a Florida limited liability company, jointly and severally, d/b/a Sun-Bergeron, JV, ("Contractor"), whose address is 2380 College Avenue, Davie, FL 33317.

WHEREAS, on July 2, 2013, the City Commission of the City of Fort Lauderdale approved an agreement with Contractor for the goods or services described herein; and

WHEREAS, this Corrective Agreement was created to incorporate, as applicable, addenda to the City of Deerfield Beach's corresponding Invitation to Bid ("ITB"), and amend the performance bond requirement to conform with the performance bond requirement contained in the City of Deerfield Beach's ITB,

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. The Contractor agrees to provide to the City recyclables processing services in accordance with and in strict compliance with the specifications, terms, conditions, and requirements set forth in this Agreement.
2. This contract form G-110 Rev. 01/10, Recyclables Processing Services Agreement between City of Deerfield Beach and the Contractor dated April 29, 2014 ("City of Deerfield Beach Agreement") as amended by the paragraphs below, the City's General Terms and Conditions (Attachment "A"), and Insurance requirements (Attachment "B") are incorporated herein,
3. The City of Deerfield Beach Agreement is amended as follows:
 - a. All references to "CITY" or "City of Deerfield Beach" shall mean the City of Fort Lauderdale.
 - b. Section 6.5 Notices FOR CITY:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

Telephone: (954) 828-5364

With a copy to: City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Phone : 954-828-5037

4. The following references or sections of City of Deerfield Beach ITB #2012-12/22 dated April 29, 2013, as amended and modified by addenda, are not applicable or are revised as follows:

- a. All references to solid waste disposal, Designated Receiving Facility, and Designated Disposal Facility are excluded from this Agreement.
- b. Section 1.2 Definitions - City shall mean City of Fort Lauderdale.
- c. Section 1.2 Definitions - City Commission or Commission shall mean the governing body of the City of Fort Lauderdale.
- d. Section 1.2 Definitions - Contract Administrator shall mean the City of Fort Lauderdale City Manager or designee.
- e. Section 1.2 Definitions - Contract Year means twelve (12) consecutive months beginning on July 3, 2013, and every twelve (12) months thereafter for the term of the Contract.
- f. Section 1.2 Definitions - Holiday shall mean holiday recognized by the City of Fort Lauderdale.
- g. Section 1.4 is replaced with the following:

The City of Fort Lauderdale, located on the southeast coast of Florida, is the largest municipality in Broward County and the seventh largest city in Florida. The City has a population of nearly 166,000.

City residential customers receive the following recyclables collection services:

Once per week automated collection of Single Stream Program Recyclables in recycling carts.

The following reflects the quantity of Program Recyclables collected for FY2011 and FY2012:

FY2011	7,891 tons
FY2012	9,107 tons

- h. Section 1.5 is not applicable.

- i. Section 1.6 is not applicable.
- j. Section 1.7.1 Effective Date is July 3, 2013.
- k. Section 1.7.3 Initial Term shall be July 3, 2013, through June 30, 2018.
- l. Section 1.7.5 Contract Extension is replaced with:

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

- m. Section 1.9.1, and 1.9.2 are not applicable.
- n. Section 1.10 is replaced with the following:

The Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, in the amount of 50% of the annual contract amount as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Payment and Performance Bond. The Performance Bond must be executed by a surety company or recognized standing to do business in the State of Florida and having a resident agent.

The Surety must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

The Contractor shall attach a notarized letter from a surety, not a broker, verifying that the Contractor has a bonding capacity in the amount of the proposed price for faithful performance under this RFP.

Acknowledgement and agreement is given by both parties that the amount herein set for the Payment and Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- o. Section 2 – Standard Terms and Conditions is not applicable.
- p. Section 3.6.1 is not applicable.
- q. Section 3.8 is not applicable.
- r. Section 5.2.1 replace the second sentence with the following:

The City will only consider a Contractor whose proposed Designated Recycling Facility is located within a fifteen (15) mile driving distance of the City's City Hall and that is operational at the time of Bid submission.

- s. Section 5.3.1 replace the first sentence with the following:

Beginning on the Commencement Date, to the extent consistent with the corresponding contract, the City shall direct the City's Contract Hauler, and also City collection vehicles to deliver all Program Recyclables to the Designated Recycling Facility during the scheduled receiving hours specified herein.

- t. Attachment "A" DRAFT CONTRACT is replaced with this document.

5. In the event of conflict between or among the contract documents, the order of priority shall be as follows:

First, this contract form G-110 Rev. 01/10;

Second, City's General Terms and Conditions and Insurance Requirements;

Third, City of Deerfield Beach Agreement

6. The Company warrants that the goods and services supplied to the City pursuant to this Contract shall at all times be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or service supplied pursuant to this Contract is defective the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice to the Contractor, and reduce commensurately any amount of money due the Contractor.

7. The City may cancel this Contract upon written notice to the Contractor in the event the Contractor fails to furnish the goods or perform the services as described in this Contract within 30 days following written notice to the Contractor.

8. The Contractor shall not present any invoice to the City that includes sales tax (85-8012514506C-7) or federal excise tax (59-6000319).

9. Contractor shall direct all invoices in duplicate for payment to Finance Department, City of Fort Lauderdale, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. Any applicable discount MUST appear on the invoice.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: [Signature]
City Manager

Approved as to form:

[Signature]
Senior Assistant City Attorney

ATTEST:

By: [Signature]
Print Name: ANDREW PLUCINSKI

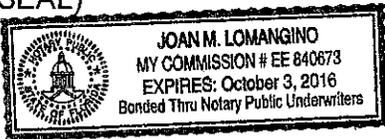
Sun Recycling, LLC
By: [Signature]
Print Name: _____
Title Managing Member

(Seal)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23 day of APRIL, 2013 by Charles Gusmano as managing member for Sun Recycling, LLC, a Florida limited liability company.

(SEAL)



[Signature]
Notary Public, State of FLORIDA
(Signature of Notary Public)

JOAN M LOMANGINO

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

Personally Known OR Produced Identification _____

Type of Identification Produced _____

ATTEST:

By: [Signature]
Print Name: LEE J. RICKLES
Title

[Signature]
Bergeron Environmental and Recycling, LLC
By: [Signature]
Print Name: RONALD M. BERGERON SR.
Managing Member

(Seal)

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 24th day of April, 2014, by Ronald M. Bergeron, Sr. as managing member for Bergeron Environmental and Recycling, LLC, a Florida limited liability company.

(SEAL)

[Signature]
Notary Public, State of Florida
(Signature of Notary) **CAROLE A. WOOLEY**
MY COMMISSION # EE869833
EXPIRES April 01, 2017
(407) 398-0153 FloridaNotaryService.com

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

Personally Known OR Produced Identification

Type of Identification Produced _____

LOAN IN FORWARDING



Attachment "A"

INSURANCE REQUIREMENTS

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440

Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent Contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$5,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the Contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations

d. Broad Form Contractual Liability

e. Independent Contractors

Pollution/Accidental Spill Insurance

Limit: \$5,000,000

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

Attachment "B"

CITY OF FORT LAUDERDALE GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take

any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance

Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's

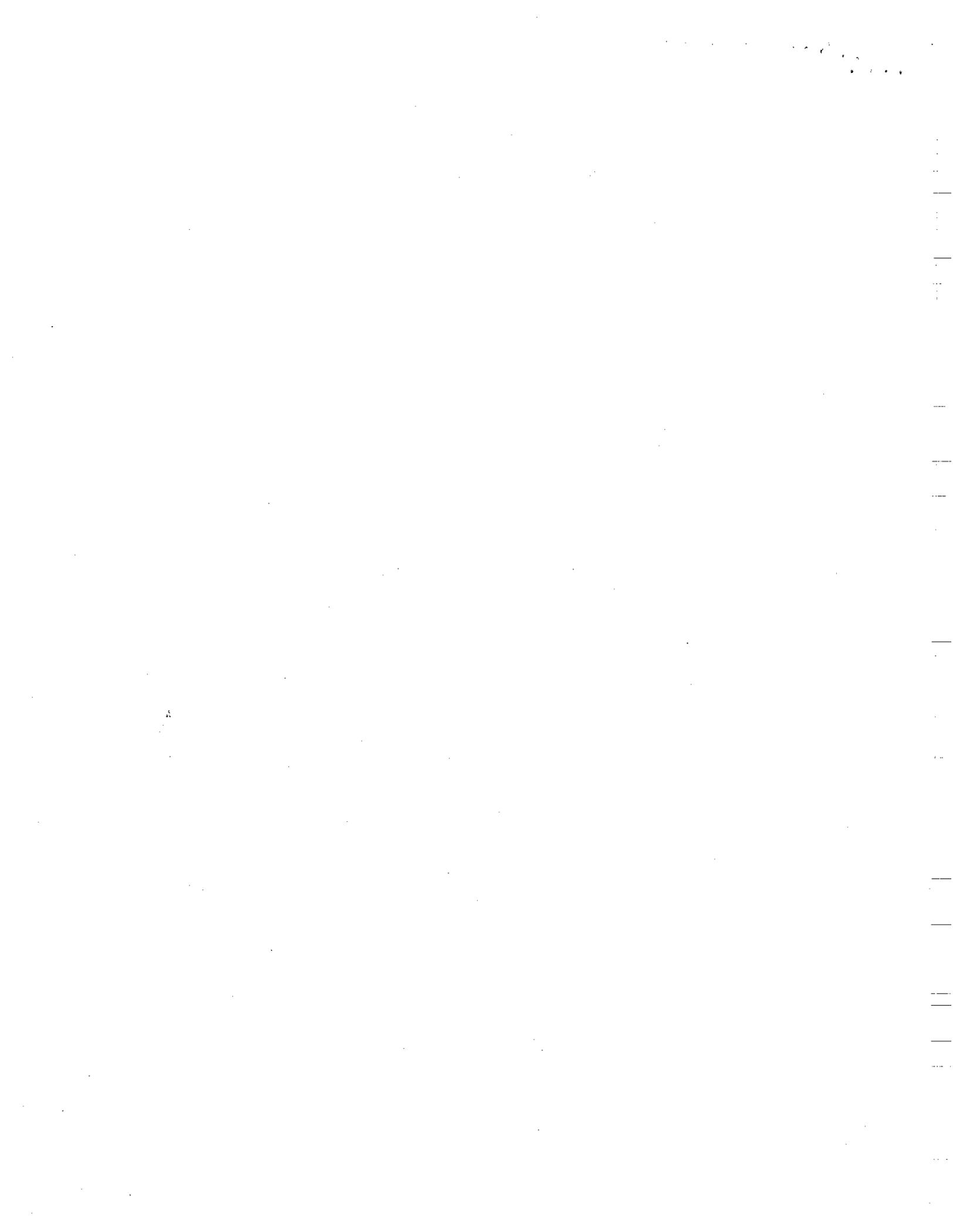
property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City 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.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties; all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request,

then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

5.22 PUBLIC AGENCY CONTRACTS FOR SERVICES: If applicable, for each public agency contract for services, Contractor is required to comply with F.S. 119.0701, which includes the following:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.



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City of

DEERFIELD
BEACH

**Section 5
Bid Package**

**Recyclables Processing Services
ITB #2012-13/22
SECOND AMMENDMENT**

Submitted By:

Company Name: Sun-Bergeron Solid Waste Services, JV

Street Address: 2380 College Avenue

City/State/Zip: Davie, Florida 33317

Point of Contact: Philip T. Medico, Jr.

Phone No.: 954.818.5866

Fax: 954.226.5470

E-Mail:

pmedico@southernwastesystems.com

**Bid Certification
(Page 1 of 3)**

I have received, read and agree to the all terms and conditions as set forth in ITB #2012-13/22, Recyclables Processing Services. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Bid Package, together with the ITB, the resulting Contract, and all other documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, shall become a binding agreement between the parties for the services to be provided in accordance with the terms and conditions set forth herein. I further certify that all information and documentation contained within this Bid to be true and correct.


 Printed Name / Signature Lonnie Bergeron

Addendum Acknowledgment (if applicable):

Bidder acknowledges that the following addenda have been received and are included in his/her Bid Package:

<u>Addendum No.</u>	<u>Date Issued</u>
<u>1</u>	<u>May 7, 2013</u>
<u>2</u>	<u>May 10, 2013</u>
<u>3</u>	<u>May 17, 2013</u>
<u>4</u>	<u>May 21, 2013</u>

Statement of No Bid (if applicable):

The above named company does not intend to submit a bid for the following reason: insufficient time to respond, do not offer product or service, unable to meet specifications, schedule will not permit or any other reason as stated:

Communications regarding this bid shall be addressed to:

Company Name: Sun-Bergeron Solid Waste Services, JV

Social Security No./ Federal Tax ID: 460847959

Proposer's Name (Print): Philip T. Medico, Jr. Title: Vice President

Address: 2380 College Avenue

<u>Davie</u>	<u>FL</u>	<u>33317</u>
City	State	Zip Code

Telephone: (954) 818-5866 Fax: (954) 226.5470

E-mail: pmedico@southernwastesystems.com

**Bid Certification
Page (2 of 3)**

Certification of Bidder, If an Individual N/A

STATE OF FLORIDA
COUNTY OF BROWARD

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

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

(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires: _____

Certification of Bidder, If a Partnership

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23 day of May, 2013 by Lonnie Bergeron, partner on behalf Sun-Bergeron, JV (name of partnership), a partnership. He/she is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL: 
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

HEATHER BROWN
(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires: APRIL 11, 2014



**Bid Certification
Page (3 of 3)**

Certification of Bidder, If a Corporation NA

STATE OF FLORIDA

COUNTY OF BROWARD

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

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

(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires: _____

Bid Schedule for Recyclables Processing

Bidder understands that the extended amount for each item is a result of multiplying the estimated quantity by the unit prices. Any multiplication errors shall be resolved in favor of the unit prices. Should there be any discrepancy between the written and numerical amount, the written prevails.

Bidder shall enter the percentage of the Average Market Value (AMV) less a Contractor's fee of \$50.00 that it will pay the City for each Ton of inbound Program Recyclables delivered by the City or its agents to the Designated Recycling Facility, as determined by the Designated Recycling Facility scales.

The payment per Ton shall be calculated as follows:

Each month, the Contractor shall calculate the AMV of the City's Program Recyclables, defined as the sum of the Southeast USA regional average commodity prices (U.S. Dollars per Ton) first posted in the month for which payment is being made in RecyclingMarkets.net multiplied by the composition percentages of the City's Program Recyclables, as defined in the table below, which calculates the AMV for March 2013.

Calculation of the March 2013 Average Market Value

Material	Index Description	Index Value (Mar '13)	Market Value (\$/Ton)	Material %	Average Market Value (\$/Ton)
Newspaper	PS 8 baled, F.O.B. seller's dock	77.5	\$77.50	17.0%	\$13.18
Corrugated Containers	PS 11 baled, F.O.B. seller's dock	112.5	\$112.50	10.0%	\$11.25
Mixed paper	PS 1 baled, F.O.B. seller's dock	70	\$70.00	24.5%	\$17.15
Steel cans	\$/Ton, sorted, baled and delivered	115.0	\$115.00	3.7%	\$4.26
Aluminum cans	Cents/lb., sorted, baled and delivered	79.5	\$1,590.00	2.4%	\$38.16
Plastics #3-#7	Commingled (#3-7, cents/lb; baled and picked up)	0.3	\$6.00	5.3%	\$0.32
PET	Cents/lb., baled and picked up	20.8	\$416.00	5.7%	\$23.71
Natural HDPE	Cents/lb., baled and picked up	32.5	\$650.00	2.2%	\$14.30
Colored HDPE	Cents/lb., baled and picked up	25.8	\$516.00	3.2%	\$16.51
Glass (3 Mix)	\$/Ton, delivered	0.0	\$0.00	22.5%	\$0.00
Aseptic Containers	None at this time	0.0	\$0.00	0.5%	\$0.00
Contamination	N/A	N/A	\$0.00	3.0%	\$0.00
				100.0%	\$138.84

Note: The index values for March 2013 are used for estimation purposes only, and are subject to fluctuation as determined by Secondary Fibers and Material Pricing found on RecyclingMarkets.net. Prices to be used are the first published Regional Average prices for the Southeast USA in the month for which payment is being made. No market index currently exists for aseptic containers on RecyclingMarkets.net; therefore, the value is set at \$0. When a market index for aseptic containers or polycoated cartons becomes available on RecyclingMarkets.net, it will be utilized.

A fifty dollar (\$50.00) Contractor's Fee shall be deducted from the AMV. This fee shall be adjusted as specified in Section 3.6.2 of this ITB.

The Contractor shall pay the City a percentage, as bid below, of the remaining amount (AMV less Contractor's fee) for each Ton of inbound Program Recyclables delivered during that month.

Bid Schedule for Recyclables Processing (continued)

Bidder shall enter in the yellow cells, below, the percentage amount that it will pay the City for inbound Program Recyclables.

The AMV is intended to be used as a market index and does not necessarily reflect the commodity revenue received by the Contractor; therefore, the Bidder should determine the Bid Percentage accordingly. Any and all costs associated with processing, marketing, and transporting Program Recyclables, including costs for rejects and residue disposal, are the responsibility of the Contractor.

Program Recyclables Revenue Bid*

\$138.84	-	\$50.00	X	45.01 %	=	\$ 39.99
March 2013 AMV		Contractors fee		Bid Percentage		Corresponding revenue per ton based on AMV and Bid Percentage

* \$/ton based on March 2013 AMV for estimation purposes only, and is subject to monthly market fluctuation, as specified herein.

Written out Bid Percentage: 45.01
→ Forty-Five Point Zero-One Percent

Company Name: Syn-Bergeron Solid Waste Services, JV

Proposer's Name: Lonnie Bergeron

Title: Manager

Signature: _____

Date: May 23, 2013

Qualification Statement

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted to: City of Deerfield Beach
 Address: Purchasing Division
 401 S.W. 4th Street
 Deerfield Beach, Florida 33441

Circle One:
 Corporation
 Partnership
 Individual
 Other

Submitted By: Sun-Bergeron Solid Waste Services, JV

Name: Lonnie Bergeron

Address: 2380 College Avenue

City, St., Zip Davie, FL 33317

Note: Additional sheets may be attached if necessary.

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

The correct name of the Bidder is: Sun-Bergeron Solid Waste Services, JV

The address of the principal place of business: 2380 College, Davie, FL 33317

2. If Bidder is a corporation, answer the following: NA

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's name: _____

d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: _____

3. If Bidder is a partnership, answer the following:

- a. Date of organization: November 30, 2011 (written agreement)
- b. Name, address and ownership units of all partners: Sun Recycling, LLC, (50)
Bergeron Environmental & Recycling, LLC (50)
19612 SW 69th Place, Ft. Lauderdale, FL 33332
- c. State whether general or limited partnership: General, operating as JV

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

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. Attached - Sun-Bergeron, JV

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

a. Under what other former names has your organization operated?
None

b. How many years has your company been in business providing the products or services relevant to this ITB?
Through its JV Partner Sun Recycling since 2000.

c. How many government agencies has your company provided these products to and which ones?
See attached

7. Have you ever failed to complete any work awarded to you or defaulted on a contract? If so, state when, where, and why?

No.

8. Will you be using any subcontractors? yes or no No.

a. If so, state the name, address, phone number, and tasks to be performed for each?

9. For purposes of determining any possible conflicts of interest, all bidders must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. Indicate either "yes" or "no". If yes, give person(s), name(s), and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.

Yes No Name (s) and Position (s) _____

10. List the pertinent experience and qualifications of the Bidder, principals, and/or key personnel of your organization as it relates to Section 1.8.2 of this ITB. (Continue on additional sheets, if necessary).

See Attached

11. State the name of the individual who will have personal supervision of the services provided by Bidder.

John Casagrande

12. Briefly describe your firm's financial status, provide proof of adequate lines of credit or other financial assets to access funds for payment, and provide evidence of your company's financial stability.

Sun-Bergeron, JV, with the financial backing of its Parent

& affiliated companies are financially sound. See the

attached Financial Statements and Banking Letters

& Guarantor Acknowledgement Forms

13. Briefly explain how your company will correspond with the City of Deerfield Beach.

Sun-Bergeron, JV will correspond in person, by phone, and
electronic means or as the City desires.

15. Recyclables Processing Facilities

15a. **Designated Processing Facility:** Bidder shall identify the processing facility at which it would process the City's Program Recyclables for the term of the Contract. Such facility must be operational at the time of bid submittal. The City reserves the right to conduct a site visit prior to contract award.

Facility Name: Sun 2
Facility Address: 2281 NW 16th Street, Pompano Beach, FL 33069

Such facility must be properly permitted/licensed. Documentation provided: Yes No
Such facility is an FDEP Certified Recovered Materials Dealer.

Documentation provided: Yes No

Such facility must have the capacity to accept City's Program Recyclables for the Term of the Contract:

Current capacity (Tons/day, month, or year): 5,000 Cubic Yards per day
Current throughput (Tons/day, month, or year): 3,500 Cubic Yards per day

Such facility shall have no outstanding compliance issues, including but not limited to, unresolved Notices of Violation and Consent Orders. Documentation of all Notices of Violation and Consent Orders received, by this facility, in the past five (5) years, is provided. None Yes No

15b. **Designated Recycling Facility:** Bidder shall identify the facility at which the City's Program Recyclables would be received, whether the final processing facility or a transfer station. Such facility must be located within a ten (10) mile driving distance of the City's Central City Campus (401 S.W. 4th Street, Deerfield Beach, FL 33441). Such facility must be operational at the time of bid submittal. The City reserves the right to conduct a site visit prior to contract award.

Facility Name: Sun 2
Facility Address: 2281 NW 16th Street, Pompano Beach, FL 33069

Such facility must be properly permitted/licensed. Documentation provided: Yes No
Such facility must have the capacity to accept City's Program Recyclables for the Term of the Contract:

Current capacity (Tons/day, month, or year): 5,000 Cubic Yards per day
Current throughput (Tons/day, month, or year): 3,500 Cubic Yards per day

Such facility shall have no outstanding compliance issues, including but not limited to, unresolved Notices of Violation and Consent Orders. Documentation of all Notices of Violation and Consent Orders received, by this facility, in the past five (5) years, is provided. None Yes No

15c. **Alternate Processing Facility:** Bidder shall identify the processing facility it will utilize if the Designated Processing Facility is not operational.

Facility Name: Sun 11

Facility Address: 1750 SW 43rd Terrace, Deerfield Beach, FL 33442

Such facility must have the capacity to accept City's Program Recyclables until the Designated Facility is again fully operational:

Current capacity (Tons/day, month, or year): 1,000 tons per day

Current throughput (Tons/day, month, or year): Under construction

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



Bidder's Signature

May 23, 2013

Date

Schedule "A"

**City of Deerfield Beach Disclosure Form
Applicant Seeking a City Contract**

Name of Person Filing this Form: Lonnie Bergeron

Principal for whom the signatory is acting: Sun-Bergeron, JV

Name of Company Filing this Form: Sun-Bergeron, JV

Matter before the City Commission for which this is being filed: **Recycling Processing Services, ITB #2012-13/22**

Relationship of signatory to principal: Manager and Authorized Representative

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information:

(If not applicable, please indicate below. Do not leave blank)

(a) Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): See Attached

(b) Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non actionable: None

(c) Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: None

Witnesses: [Signature]

Bidder: Sun-Bergeron, JV

Witness [Signature]

Print Name [Signature]
Signature

SUN-BERGERON, JV

SCHEDULE “A” – CITY OF DEERFIELD BEACH DISCLOSURE FORM FOR
RECYCLABLES PROCESSING SERVICES ITB #2012-13/22

Listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company):

Southern Waste Systems, Inc., Sun Recycling LLC, and All Star Toilets contributed the following amounts to the campaigns of the following city commissioners: City Commissioner Joe Miller (\$1,000); former City Commissioner Sylvia Poitier (\$1,500); former City Commissioner Martin Popelsky (\$750); and former City Commissioner Peggy Noland (\$1,500).

Bergeron Land Development and its affiliated companies contributed a total amount of \$2,500 to the campaign of former City Commissioner Peggy Noland within the past four years.

SDBE Participation Affidavit

_____ (Bidder) has submitted a bid for ~~Recyclables Processing Services, ITB #2012-13/22~~ to the City of Deerfield Beach, Florida. The following Small Disadvantaged Business Entities (SDBE's), as defined in Ordinance #1093/068, shall provide goods or services:

List SDBE name, address, phone number, the nature of the product or service to be supplied, and the percentage of the total bid for which that accounts. Use additional pages if needed.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

Bidder's Name	Signature	Date
---------------	-----------	------

STATE OF FLORIDA)
 _____) SS.
 COUNTY OF BROWARD)

Sworn to and subscribed before me this _____ day of _____, 2013

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

My Commission Expires: _____

_____ Personally Known to me/
 _____ Not personally known to me

_____ DID _____ / DID NOT _____ Take an oath

SDBE Unavailability Affidavit

~~_____ (Bidder) has submitted a bid for Recyclables Processing Services, ITB #2012-13/22 to the City of Deerfield Beach, Florida, and has made a good faith effort to secure the participation of Small Disadvantaged Business Entities (SDBE's) as that term is defined in the City of Deerfield Beach Ordinance No. 1993/068.~~

~~List name, address, and phone number of SDBE's contacted, and product or services the SDBE supplies.~~

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

~~Based upon good faith efforts, SDBE participants were unavailable or their employment for this project impracticable.~~

_____	_____	_____
Bidder's Name	Signature	Date

STATE OF FLORIDA)
 _____) SS.
 COUNTY OF BROWARD)

Sworn to and subscribed before me this _____ day of _____, 2013

NOTARY'S SEAL: _____
 _____ NOTARY PUBLIC, STATE OF FLORIDA
 _____ (Signature of Notary Taking Acknowledgment)
 My Commission Expires: _____

_____ Personally Known to me/
 _____ Not personally known to me

_____ DID _____ / DID NOT _____ Take an oath

Indemnification Clause

The parties agree that one percent (1%) of the total compensation paid by Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract.

The Contractor shall at all times indemnify, hold harmless and, at City Attorney's option, defend or pay for an attorney selected by City Attorney to defend the City of Deerfield Beach, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of the Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the City by reason of any such claim, cause of action or demand, the Contractor shall, upon written notice from the City, resist and defend such lawsuit or proceeding by counsel satisfactory to the City or, at City's option, pay for an attorney selected by the City Attorney to defend City. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. ~~To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Contract may be retained by City until all of City's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by City.~~ Nothing provided herein shall effect or alter the City's sovereign immunity. This provision shall be liberally construed in favor of the City.

Sun-Bergeron, JV
Bidder's Name

[Signature]
Signature

May 23, 2013
Date

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23rd day of May, 2013 by Lonnie Bergeron who is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL: [Signature]
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)
Heather Brown
(Name of Acknowledger Typed, Printed or Stamped)



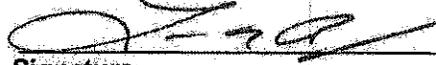
My Commission Expires: _____

Non-Collusive Affidavit

Sun-Bergeron, JV (Bidder's Name) being first duly sworn, deposes and says that:

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

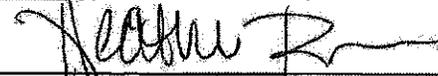
Sun-Bergeron, JV
Bidder's Name


Signature

May 23, 2013
Date

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23 day of May, 2013 by Lonnie Bergeron who is personally known to me or who has produced (type of identification), as identification.

NOTARY'S SEAL: 
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)
Heather BROWN
(Name of Acknowledger Typed, Printed or Stamped)



My Commission Expires: _____

Drug-Free Workplace Form

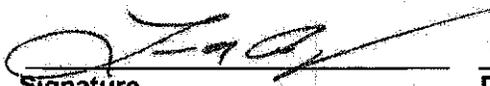
The undersigned vendor in accordance with *Florida Statutes*, Chapter 287, Section 287.087 hereby certifies that Sun-Bergeron, JV does:

(Name of Business)

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

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

Sun-Bergeron, JV
Bidder's Name


Signature

May 23, 2013
Date

Local Business Affidavit

STATE OF FLORIDA)
COUNTY OF _____)

—NA—

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

- 1. I am over the age of 18 and am a resident of the State of Florida.
- 2. I am the _____ (title) of _____ and I certify that I have the authority to make the representations set forth within this Affidavit.
- 3. I hereby certify that in accordance with requirements of Sections 38-116 and 38-128 of the Deerfield Beach Code of Ordinances that:
 - (a) _____ (Name of Business) has its principal place of business at _____ (Street Address), Deerfield Beach, Florida _____ (Zip Code).
 - (b) Attached is a copy of a Business Tax Receipt from the City of Deerfield Beach for the above business and that such business has had a Business Tax Receipt from the City of Deerfield Beach for a period of at least one year prior to the date of the bid solicitation.
 - (c) Except as set forth below, the above referenced business has not had a history of non-performance, delinquent fees, liens or code violations: (If none please state none below)

Executed this _____ day of _____, 20__.

By _____
(Signature)

By _____
(Name and Title)

The foregoing was acknowledged before me this _____ day of _____, 20____,
by _____ who is personally known to me or who has
produced _____ as identification and who did take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20____.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)

typed, printed or stamped

(Title or rank)

My commission expires:

(Serial number, if any)

References

Bidder must provide at least three (3) references of customers to which it has provided services similar to those sought by the City. References shall include name, title, telephone number, e-mail address, mailing address, and a description of the services provided. The service description should include the dates services were provided, the types of materials handled, annual tonnage disposed, and annual cost of services. If available, such references should be representatives of Florida jurisdictions to which the Bidder is currently providing, or has provided services within the last five (5) years.

Reference #1 for Recyclables Processing See Attached

Government Name _____ Population _____

Contact Name _____ Contact Title _____

Contact Phone _____ Contact Email _____

Dates of Service _____ Materials Handled _____

Annual Tonnage Managed from Reference _____ Annual Cost _____

Description of Services _____

Reference #2 for Recyclables Processing

Government Name _____ Population _____

Contact Name _____ Contact Title _____

Contact Phone _____ Contact Email _____

Dates of Service _____ Materials Handled _____

Annual Tonnage Managed from Reference _____ Annual Cost _____

Description of Services _____

Reference #3 for Recyclables Processing

Government Name _____ Population _____

Contact Name _____ Contact Title _____

Contact Phone _____ Contact Email _____

Dates of Service _____ Materials Handled _____

Annual Tonnage Managed from Reference _____ Annual Cost _____

Description of Services _____

(Continue on additional sheets, if necessary)



City of
D E E R F I E L D
B E A C H

ADDENDUM #4

ITB # 2012-13/22
RECYCLABLES PROCESSING SERVICES

May 21, 2013

Our records indicate your firm is a plan holder of the above referenced ITB. The purposes of this addendum are to address vendor questions and make changes to the terms and conditions:

Questions and Answers: 1 through 51

Replace Pages: 5 with 5(a)
6 with 6(a)
9 with 9(a)
12 with 12(a)
13 with 13(a)
15 with 15(a)
16 with 16(a)
17 with 17(a)
19 with 19(a)
24 with 24(a)
A-4 with A-4(a)
BP-15 with BP-15(a)

Notes:

1. Words **bold and underlined** are additions, words ~~marked through~~ are deletions.
2. All replacements affect Recyclables Processing Services, ITB #2012-13/22, SECOND AMMENDMENT as issued through the release of Addendum #2, dated May 10, 2013.

A signed copy of this addendum shall be included in your bid, due Tuesday, May 28, 2013 at 11:00 a.m.

David Santucci, CPPB
Purchasing Manger
City of Deerfield Beach

Lonnie Bergeron

Bidder's Name and Signature

Sun-Bergeron, JV

Company Name

May 23, 2013

Date



City of
D E E R F I E L D
B E A C H

ADDENDUM #3

**ITB # 2012-13/22
RECYCLABLES PROCESSING SERVICES**

May 17, 2013

Our records indicate your firm is a plan holder of the above referenced ITB. The purpose of this addendum is to extend the Bid Opening (Due Date) to allow the City to address vendor questions received by the Last Day for Questions due date, May 15, 2013, only. No additional vendor questions will be addressed. The City anticipates releasing a subsequent addendum no later than Tuesday, May 21, 2013.

BID OPENING (DUE DATE): Tuesday May, 28, 2013 at 10:00 a.m.

A signed copy of this addendum shall be included in your proposal, due Tuesday, May 28, 2013 at 10:00 a.m.

David Santucci, CPPB
Purchasing Manger
City of Deerfield Beach

Lonnie Bergeron

Bidder's Name and Signature

Sun-Bergeron, JV

Company Name

May 23, 2013

Date



City of
D E E R F I E L D

B E A C H

ADDENDUM #2

**ITB # 2012-13/22
RECYCLABLES PROCESSING SERVICES**

May 10, 2013

Our records indicate your firm is a plan holder of the above referenced ITB. The purpose of this addendum is to:

1. Refresh the ITB document, incorporating all changes (deletions and additions) made in Addendum #1. Please note, the table of contents and section numbering has changed accordingly.
2. Amend Section 2.17, Protest Procedures. Section 38-139 of the City of Deerfield Beach Code of Ordinances was amended by the City Commission at the May 7, 2013 Regular City Commission Meeting, Resolution No. 2013/016.
3. Provide notification that Section 2.27, Local Business Preference Program does not require any changes.
4. Remove Section 2.28, Small Disadvantaged Business Entity (SDBE) and related forms. The SDBE requirement was waived by the City Commission at the May 7, 2013 Regular City Commission Meeting, Resolution No. 2013/095.
5. Provide notification of changes to the following sections, beyond those mentioned above:
 - 1.8 - Bidder's Qualifications
 - 3.3 - Contract Award
 - 3.7 - Required Documents
 - 4.9 - Liquidated Damages
 - BP-9, Qualification Statement, Question 10
6. Address a vendor question.
 - Q. As per section 1.8.2 Designated Recycling Facility to be within 10 miles from City's Central Campus. Our facility is 13.1 miles. Just 3.1 miles more. Would the City extend the radius? or Would this limit our bid participation, due to the 3.1 miles more from the 10 miles proposed on this ITB.
 - A. The City will not extend the radius. Bids received from firms which do not meet the minimum requirements and qualifications will be deemed non-responsive.

ADDENDUM #2

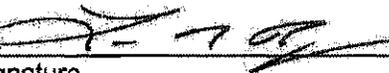
**ITB # 2012-13/22
RECYCLABLES PROCESSING SERVICES
(CONT'D)**

Included as an attachment to this addendum is an amended ITB #2012-13/22, Recyclables Processing Services. The amended ITB is labeled SECOND AMMENDMENT. Bidder's shall reference and submit the required documents contained in ITB #2012-13/22, Recycling Processing Services, SECOND AMMENDMENT only. Words **bold** and underlined are additions, words ~~marked through~~ are deletions.

A signed copy of this addendum shall be included in your bid, due Wednesday, May 22, 2013 at 11:00 a.m.

David Santucci, CPPB
Purchasing Manger
City of Deerfield Beach

The undersigned hereby understands and acknowledges that ITB #2012-13/22, Recyclables Processing Services does not include in any way solid waste disposal services.

Lonnie Bergeron  May 23, 2013
Proposer's Name and Signature Date
Sun-Bergeron, JV
Company Name



City of
D E E R F I E L D
B E A C H

ADDENDUM #1

ITB # 2012-13/22
SOLID WASTE DISPOSAL AND RECYCLABLES PROCESSING SERVICES

May 7, 2013

Our records indicate your firm is a plan holder of the above referenced ITB.

1. You are hereby notified that the City Commission at the May 1, 2013 Special Commission Meeting approved by motion the termination of the solid waste disposal portion of ITB #2012-13/22 and issue an addendum to the ITB eliminating the solid waste disposal portion and keeping the recycling portion of the ITB.
2. The purpose of this addendum is to remove solid waste disposal from the ITB title, document, and scope of services.
3. The Title of ITB # 2012-13/22 shall now be Recyclables Processing Services.
4. Included as an attachment to this addendum is an amended ITB #2012-13/22, Recyclables Processing Services. Words **bold** and underlined are additions, words ~~marked through~~ are deletions.
5. Any remaining reference to solid waste disposal or terms related thereto shall be considered immaterial, as this ITB is for Recyclables Processing Services only.

A signed copy of this addendum shall be included in your proposal, due Wednesday, May 22, 2013 at 11:00 a.m.

David Santucci, CPPB
Purchasing Manger
City of Deerfield Beach

The undersigned hereby understands and acknowledges that ITB #2012-13/22, Recyclables Processing Services does not include in any way solid waste disposal services.

Lonnie Bergeron
Proposer's Name and Signature

May 23, 2012
Date

Sun-Bergeron, JV
Company Name

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

Note: Acknowledgements/certificates will be sent to the address in Section 1 only.

Section 1

1. Sun-Bergeron, JV
 Fictitious Name to be Registered (see instructions if name includes "Corp" or "Inc")

2380 College Ave.
 Mailing Address of Business

Davie, Florida 33317
 City State Zip Code

3. Florida County of principal place of business: Broward
 (see instructions if more than one county)

FEI Number: 46-0847959

12 SET 20 PM 2:24
 DEPARTMENT OF STATE
 DIVISION OF CORPORATIONS
 TALLAHASSEE, FLORIDA

G12000088537
 09/10/12--01051--004 **50.00
 G12000088537
 09/10/12--01051--005 **10.00
 This space for office use only

Section 2

A. Owner(s) of Fictitious Name if individual(s): (Use an attachment if necessary):

1. Last First M.I. Address City State Zip Code

2. Last First M.I. Address City State Zip Code

B. Owner(s) of Fictitious Name if other than an individual: (Use attachment if necessary):

1. Sun Recycling, LLC
 Entity Name
790 Hillbrath Dr.
 Address
Lantana, Florida 33462
 City State Zip Code
 Florida Document Number L00000000977
 FEI Number: 650977012
 Applied for Not Applicable

2. Bergeron Environmental And Recycling, LLC
 Entity Name
2380 College Ave.
 Address
Davie Florida 33317
 City State Zip Code
 Florida Document Number L09000012880
 FEI Number: 264516715
 Applied for Not Applicable

Section 3

Section 865.09, F.S., I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.25, F.S.

[Signature] September 21, 2012 cgusmano@swsfl.com
 Signature of Owner Date E-mail address: (to be used for future renewal notification)

Phone Number: 561-5826688 is

Section 4

**FOR CANCELLATION COMPLETE SECTION 4 ONLY:
 FOR FICTITIOUS NAME OR OWNERSHIP CHANGE COMPLETE SECTIONS 1 THROUGH 4:**

I (we) the undersigned, hereby cancel the fictitious name _____
 _____, which was registered on _____ and was assigned
 registration number _____

 Signature of Owner Date Signature of Owner Date

Mark the applicable boxes Certificate of Status -- \$10 Certified Copy -- \$30
NON-REFUNDABLE PROCESSING FEE: \$50

CR4E001 (9/10)

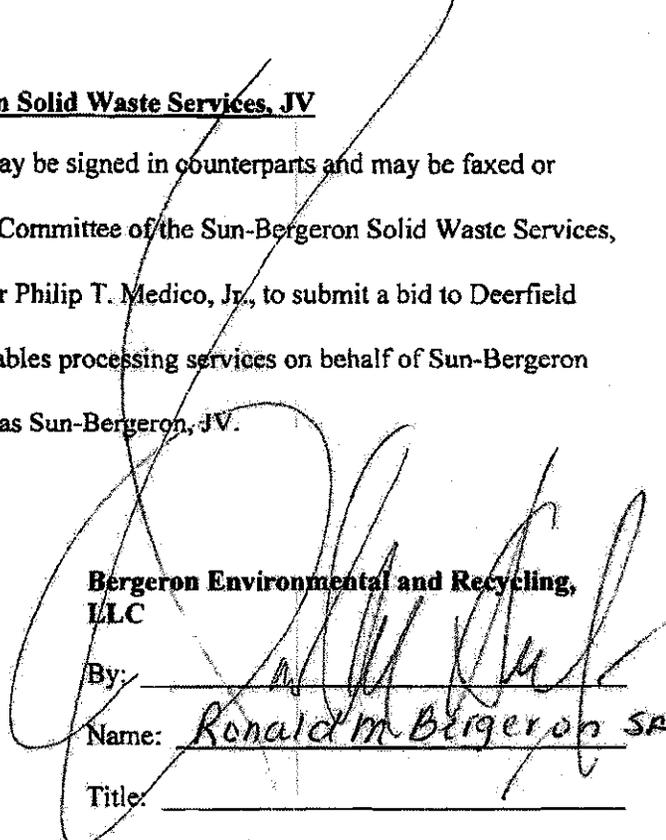
RE 9/20/12

Sun-Bergeron Solid Waste Services, JV

By our signatures below, which may be signed in counterparts and may be faxed or electronically mailed, the Administrative Committee of the Sun-Bergeron Solid Waste Services, JV, hereby authorizes, Lonnie Bergeron or Philip T. Medico, Jr., to submit a bid to Deerfield Beach, Florida for the provision of recyclables processing services on behalf of Sun-Bergeron Solid Waste Services, JV, doing business as Sun-Bergeron, JV.

Dated: May 22, 2013

**Bergeron Environmental and Recycling,
LLC**

By: 

Name: Ronald M Bergeron SA

Title: _____

Sun Recycling, LLC

By: 

Name: CHARLES GUSMANO

Title: MANAGER

SUN-BERGERON, JV

**ADDITIONAL MATERIALS FOR CITY OF DEERFIELD BEACH, RECYCLABLES
PROCESSING SERVICES ITB #2012-13/22**

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

Sun-Bergeron Solid Waste Services, JV, has been in business under its present name since June 2011 as a general partnership, which was memorialized on November 30, 2011. Sun-Bergeron Solid Waste Services, JV is comprised of two entities. Sun Recycling, LLC, and Bergeron Environmental & Recycling, LLC. Sun Recycling, LLC has been in business under its present business name since January 26, 2000. As shown by the attached consolidated Financial Statements, Sun Recycling, LLC is affiliated with Southern Waste Holdings Management, LLC and Southern Waste Systems Holdings, LP. Bergeron Environmental & Recycling, LLC, has been in business under its present business name since February 6, 2009. Bergeron Environmental & Recycling, LLC, is affiliated with Bergeron Land Development, Inc. and subsidiaries and Bergeron Sand & Rock Mining, Inc.

c. How many governmental agencies has your company provided these products to and which one?

Sun Bergeron JV is comprised of two experienced companies: Sun Recycling, LLC (Sun) and Bergeron Environmental and Recycling, LLC (Bergeron). Sun Recycling has thirteen years' experience in solid waste disposal services and Bergeron, acting as a division of its affiliated company, has three years' of experience in disposal services.

Sun and its wholly owned affiliates are among the leading firms in South Florida for the processing and hauling of Garbage, Construction and Demolition Debris, Yard Waste, and Bulk Trash (collectively "Solid Waste"), and their transition into usable products. The Key Personnel of Sun Bergeron collectively have over 160 years of experience in the Solid Waste industry, including in Recyclables Processing Services.

The following is a list of current governmental entities that Sun services on a regular basis and during storm events.

- * Solid Waste Authority of Palm Beach – Population 1,274,013. Hurricane debris removal.
- * City of Deerfield Beach – Population 75,160. Processing contracts.
- * City of Boynton Beach – Population 65,601. Processing contracts.
- * City of Hallandale Beach --Population 37,800. Processing contracts.
- * City of Lake Worth – Population 36,040. Processing contracts.
- * City of Oakland Park – Population 42,341. Processing contracts.

Sun-Bergeron, JV
Additional Materials
City of Deerfield Beach, ITB #2012-13/22
Page 2 of 19

- * City of South Bay – Population 4,702. Curbside residential collection contract.
- * City of Pahokee – Population 6,352. Curbside residential collection contract
- * Town of Haverhill – Population 1,553. Curbside residential collection contract
- * Fisher Island, Miami FL – Municipal Solid Waste (MSW), yard waste, construction and demolition debris, exclusive contract for hauling and transferring.

Further, through its Key Personnel, including John Casagrande, Vice President of Business Development and Responsible for Recyclables Processing, from 1998 to 2008, who was directly responsible for the strategic planning and complete operational execution of the Reuters Material Recovery Facility. This included the successful bid and award of the Miami Dade County processing agreement that delivered over 60,000 tons annually of single stream material the MRF. He also orchestrated the acquisition and management of the BFI MRF in Davie which was being used to process the ILA tons prior to being relocated to Pembroke Pines. In 2008 John and his team renegotiated the ILA extension to process the Broward county tons currently in place today.

Please see Sun-Bergeron, JV's response to the Minimum Qualifications and References for additional information.



BP-9

Minimum Qualifications

10. Pertinent experience and qualifications of the Bidder, principals, and/or key personnel as it relates to Section 1.8 of the ITB. Sun-Bergeron, JV, its key personnel (e.g., owners or full-time managers, supervisors, or lead personnel assigned to the project), have at least five (5) years experience in providing processing services of similar scope (tonnage) to the City of Deerfield Beach

In addition to its references below and other information contained in this bid, please see the Key Personnel Narrative Resumes below that establishes Sun-Bergeron, JV's and its Key Personnel meet the minimum qualifications.

1. Anthony Lomangino – Managing Member and Founder (Narrative Resume, Background, and Experience)

Anthony Lomangino as founder and Chairman of Southern Wastes Systems LLC and affiliate companies Sun Recycling, Sun Disposal, and All Star Toilets has over 36 years' experience in the solid waste and recycling industry, including Garbage, and 13 years with SWS. He has throughout his career been a pioneer and innovator of processes and technology that have advanced the collection, recycling and disposal of residential and commercial waste.

A graduate of St. John's University, Mr. Lomangino holds a Bachelor's degree in Accounting and Business Administration. After owning and operating a successful retail business he joined Allied Sanitation, a company that was started 25 years prior to his arrival by his brothers. When he joined as Treasurer, the company was a one-truck operation. He immediately was involved in finance, operations and public relations. With keen foresight and strong business acumen, he led the team to form Star Recycling. Investing in state of the art recycling facilities, the organization was ahead of the curve in regards to the waste disposal crisis that was to face New York City during that time period and they became pioneers in the recycling industry.

Under Lomangino's direction, he transformed the company into a full-service vertically integrated solid waste management organization, engaged in all aspects of the disposal and processing of Garbage and Solid Waste that grew to be the 14th largest privately owned waste company in the nation with annual revenues in excess of \$125 million dollars. The company was sold to Waste Management in 1996. Thus, apart from his experience with Sun, Mr. Lomangino has extensive experience in the Northeast United States processing and recovering materials from Garbage, Class I municipal solid waste.

Anthony carried his progressive entrepreneurial skills to the South Florida market with the founding of Southern Waste Systems. SWS' is the leading independently owned company in Florida for the collection and recycling Solid Waste, including of construction and demolition materials. In addition, the organization is focused on the transition of the recyclable industrial materials into usable products. With eleven facilities conveniently located throughout South Florida, the organization currently recycles up to 90% of the materials (C&D, Yard Trash, and

Bulk) they collect. This recycling returns useful material to the economy and saves valuable landfill space and preserves the environment.

For this contract, Mr. Lomangino's role will be to have oversight of all facility operations including all transfer stations, mixed waste processing facilities, and negotiating all the terms and conditions of the short term and long term disposal contracts with all landfill facilities and waste to energy facilities. Mr. Lomangino will manage the joint venture with Ron Bergeron, Sr. It is anticipated that 25% percent of his time will be committed to providing disposal services.

In addition to contributing to a number of charities in the communities in which he has lived, Mr. Lomangino spent many years giving of his time as a Little League Baseball coach and as a Catechism teacher. He taught most recently at St. Christopher's Catholic Church in Hobe Sound, Florida. He served many years as a Board member of the National Reining Horse Association and the Long Island Reining Horse Association.

Anthony has served throughout his career in many leadership positions in his industry including as a member of Solid Waste Advisory Boards in a variety of communities and was appointed a seat on the Railroad-Shipper Transportation Advisory Council to the National Surface Transportation Board in Washington D.C. and has completed a FLSI Certification in the Flippen Leadership Series.

He is a recipient of the Ellis Island Medal of Honor, awarded by the National Ethnic Coalition of Organizations. He was named to the Crain's Top 40 under 40 in New York City in 1989. Anthony is the recipient of the Man of the Year Award from Boys Town of Italy and was most recently the Honorary Survivor Chairman of the Palm Beach County Susan G. Komen education luncheon.

2. Charles Lomangino – General Manager (Narrative Resume, Background, and Experience)

As Co-Owner and General Manager of SWS and All Star, Charles Lomangino is responsible for the staffing and supervision of the trucking and hauling operation for both SWS and All Star.

Lomangino began working in the trucking operations of SWS and the recycling operations of Sun Recycling in the summers while attending college. With a strong work ethic, he focused on learning all aspects of the business. He has held a variety of positions including recycling yard operator, large equipment operator, truck driver and customer service representative. He truly understands firsthand, the work that he leads his team to accomplish on a daily basis.

A graduate of Florida Atlantic University, Lomangino holds a Bachelor's degree in Business Management. A strong team leader throughout his life, he brings his leadership skills to the operations of SWS.

Founder of All Star Toilets, Lomangino originally added the company to enhance the overall service to his roll off customers on construction sites. He has strategically positioned the company to broaden its offerings with state of the art equipment that now services large special events like the Honda Classic, Artigras Fine Arts Festival, the Palm Beach Marathon Festival and the South Florida Fair in addition to the construction industry.

After founding and operating the highly successful All Star Recycling and All Star Toilets Lomangino merged the roll off division of the company with SWS in 2008 and increased the operations of All Star.

As part of the Executive team of Southern Waste Systems, LLC and its affiliate companies he is instrumental in the s strategic planning and operation of all companies. Charles has been KOHL Certified in the operations of C&D Recycling facilities and has completed FLSI Certification in the Flippen Leadership Series.

3. Charles Gusmano – President (Narrative Resume, Background, and Experience)

Mr. Charles Gusmano is the Co-Founder and Chief Executive Officer of Southern Waste Systems LLC and its affiliate companies Sun Recycling, Sun Disposal and All Star Toilets, Charles Gusmano brings over 29 years of leadership experience in the solid waste industry, including the processing and disposal of Garbage. He has been with SWS for 13 years. The combination of his expertise in strategic planning and facility operations has been a foundation for the growth of the organization.

With a focus on learning every facet of the industry he brings a strong back ground in municipal marketing and facility operations. His expertise includes market entry, expansion and operations in all facets of Solid Waste management, including the processing and disposal of Garbage. From his first job driving a garbage truck on a route during summers and holidays at Allied Sanitation while attending high school and then Hofstra University in Hempstead, New York, where he obtained a Bachelor of Science in Accounting, to eventually running the Long Island, New York operation, he has extensive experience and knowledge of running residential collection operations. Experience includes cities as large as Islip, New York with 80,000 homes to all of the communities, small and large, along the North Shore of Long Island. This experience includes literally hundreds of thousands of homes offering the diversity of major metropolitan areas to rural areas.

He was employed by Allied Sanitation and after the sale of Allied to Waste Management in 1999, Mr. Gusmano was selected to join the Waste Management Executive team as the Division Manager of the New York City and Long Island area. His responsibilities in that position included direct responsibility for more than \$125 million in annual revenue, negotiating transportation and disposal agreements for the logistical movement and disposal of Garbage and other Solid Waste from transfer stations, waste processing facilities and residential collection.

He has served throughout his career as a member of a number of industry organizations

and is currently a member of the NSWMA Chairman's Council and the Old Palm Golf Club Audubon Signature Resource Advisory Committee. Gusmano leads SWS in their efforts to give back to the communities in which we do business.

Mr. Gusmano has been involved in all aspects of the permitting, acquisition, building, and operating of SWS's 11 Solid Waste management facilities, 5 processing centers, and 3 transfer stations. His background and years of leadership experience will play a vital role in daily operations of the site. He will play a continuing role in coordinating the facilities operations, including the short term and long term disposal services contracts, the logistical management and disposal of waste from the waste processing facilities will be reported to him on a daily basis including the waste facilities sale of its commodities and recycled products to vendors in the market place. As Chief Operating Officer, he is responsible for the long term planning and daily operations of SWS, Sun Disposal, Sun Recycling and All Star Toilets. Gusmano has completed FLSI Certification in the Flippen Leadership Series. It is anticipated that 25% percent of his time will be committed to providing disposal services.

4. John Casagrande - Vice President of Business Development and Responsible for Recyclables Processing (Narrative Resume, Background, and Experience)

The addition of Mr. Casagrande to the Sun Bergeron team ensures that it has more than 5 years experience in providing Recyclables Processing services in similar-sized or larger communities.

John brings over 30 years of proven experience in the solid waste and recycling industry to Southern Waste Systems and its affiliate companies, Sun Recycling, Sun Disposal and All Star. As part of the Executive team he is instrumental in the strategic planning and operation of all companies.

Before Joining the Southern Waste Systems Team, John spent 14 years with Waste Management. Throughout his career with WM, he was placed in roles of increasing levels of responsibility including District Manager and ultimately Market Area Vice President for the South Florida Market.

From 1998 to 2008 John was directly responsible for the strategic planning and complete operational execution of the Reuters Material Recovery Facility. This included the successful bid and award of the Miami Dade County processing agreement which delivered over 60,000 tons annually of single stream material to the MRF. He also orchestrated the acquisition and management of the BFI MRF in Davie which was being used to process the ILA tons prior to being relocated to Pembroke Pines. In 2008 John and his team renegotiated the ILA extension to process the Broward county tons currently in place today.

5. Brad Kaine - Director of Municipal Support Program Services (Narrative Resume, Background, and Experience)

Brad Kaine comes to Sun Bergeron with a 13 year background in municipal government

and most recently as the Public Works and Emergency Management Director for the City of Weston for 6.5 years. By way of background he is a graduate of Florida Atlantic University's Bachelor and Masters Program in Public Administration.

He brings strong leadership skills to the team as the former Technical Advisory Chair of the Broward County Resource Reconvert Board for Solid Waste Disposal for 6 years and The Chair of the South Florida American Public Works Association for 2 years. He continues in his 10th Year on the Board of Directors of APWA as a representative of Sun Bergeron.

As a public works administrator he oversaw an extensive recycling and HHW dropoff program in the City of Deerfield Beach from 1999-2003. This was a full and comprehensive program that allowed residents to drop off material at city facilities and help make the City of Deerfield Beach the number one recycling municipality in Broward County. Under Mr Kaine's leadership the City of Deerfield was very proactive in participating in County programs to achieve high recycling rates and be as pro active as possible with businesses in the city.

As Public Works Director in Weston Mr Kaine was responsible for overseeing a staff of 20 and numerous contractors as well as being responsible for the city's emergency management functions. Mr Kaine oversaw the cleaning up of and recovery from hurricane wilma which involved dealing with white goods and HHW products as well. In additon, the City would host a HHW/EWaste every year that would allow the residents to drop off all HHW and Ewaste materials at a designated city facility which staff was provided to assist with.

Also as Chair of The TAC for the Resource Recovery Board for the Solid Waste District he was very involved in all county programs relating to HHW and EWaste and Bulk/Yard Waste Drop off. He helped initiate and expand services to the partner city residents for these programs.

6. Philip T. Medico – Director of Government Affairs (Narrative Resume, Background, and Experience)



Philip T. Medico Jr. has over 30 years of professional experience in environmental regulating and land use permitting. Mr. Medico received his Bachelor of Business

Administration from the University of Miami and thereafter his Juris Doctor from Howard University School of Law in 1980. He practiced environmental law and litigation in the Commonwealth of Pennsylvania. Mr. Medico has extensive experience with municipal governmental entities, numerous landfill operations and transfer facility operators of Garbage, municipal solid waste, and Construction and Demolition debris material recovery facilities.

In addition, Mr. Medico has established an effective presence before state regulatory agencies and regional offices of USEPA, focusing on environmental licensing under specialized environmental statutes and their state counterparts. Mr. Medico advises the company on cost effective strategies to accelerate environmental licensing in the compliance process. Prior to joining SWS, Mr. Medico served as Chief Counsel for the West Side Landfill Authority and for the Lower Lackawanna Valley Sanitary Authority. Mr. Medico also acted as a team leader in the coordinating the collection, transportation and processing hurricane debris during hurricane seasons 2005-2005 and 2005-2006. Mr. Medico has services Broward, Dade and Palm Beach Counties in post disaster recovery services since 1992 in the state of Florida and Mississippi subsequent to Hurricane Katrina. He serves as a frequent lecturer on a wide variety of environmental topics on licensing, processing and permitting of solid waste management facilities and C&D recycling.

Mr. Medico served as Director of Governmental Affairs for USA Waste Services, the company that acquired Waste Management. Mr. Medico was responsible for coordinating and supervising large municipal contracts in Dade, Broward and Palm Beach Counties which included hauling, operations, landfills and waste transfer stations. His responsibilities included advising the company on cost effective strategies to accelerate environmental licensing and permitting facilities that operated transfer stations that transshipped Garbage, municipal solid waste, to the J.E.D. landfill in Okeechobee, Florida.

Thereafter Mr. Medico was employed by Delta Waste and Recycling Services that developed, planned and permitted multiple construction and demolition debris processing facilities that operated in Dade, Broward and Palm Beach Counties. These facilities are presently being operated by Waste Management in South Florida and more specifically the waste processing facility located at 1951 Powerline Road in Pompano Beach, Florida.

Eleven years ago Mr. Medico joined the team of Sun Recycling and coordinated the legal and technical oversight and submission for all of its transfer stations and processing facilities. These permits were obtained through the Broward County Environmental Protection and Growth Management Department. In addition, all the Palm Beach County Facilities were obtained through the State Department of Environmental Protection, Department of Health, and the Solid Waste Authority of Palm Beach County. These facilities on a daily basis receive, process and dispose of Garbage and other Solid Waste at C&D, Class I, and Class III Facilities.

Mr. Medico 's principal responsibilities are overseeing site selection, zoning, permitting, designing and building, and operations of the solid waste management facilities in conjunction with a team of legal engineering experts to acquire, construct, and operate the Solid Waste facilities. Mr. Medico will be the designated leader for all of the Sun/Bergeron proposal work in

conjunction with Anthony Lomangino, Ron Bergeron, Charlie Gusmano, Lonnie Bergeron, and the SCS Engineers.

Mr. Medico will be coordinating all of the permitting submission requirements to the Department of Environmental Protection the Broward County Environmental Protection and growth management department, which is the agency that is delegated by Florida DEP to review the solid waste facility permits and all conditions relating thereto. In addition to Mr. Medico will assist in the negotiations in short term and long term contracts with Class I landfill facilities and waste to energy facilities, and it is anticipated that 75% of his time will be devoted to the disposal services under this procurement.

7. Paul Valenti – Facilities and Operations Manager (Narrative Resume, Background, and Experience)

As Facilities and Operations Manager for Sun Recycling, Paul Valenti brings over 29 years of experience in the Solid Waste industry, including the processing and disposal of Garbage, to his position at Southern Waste Systems and Sun Recycling, which he has held for 11 years. The combination of his hands-on operational experience and dedication to serving customers has been the foundation for his success in the industry.

Throughout his extensive career, his duties and responsibilities have included municipal contract management, hauling operations management and strategic planning and operations of Material Recovery Facilities. He has served in every aspect of managing a hauling and recycling company. Paul is a native of Queens, New York and began his career there. He has held positions with both publicly held and privately held companies, including Allied Recycling a fore-runner of Sun Recycling. Beyond his experience with Allied, Paul served as Operations Manager for Waste Management in Long Island. He has managed multiple sites and has experience in managing the transportation and disposal of special wastes, including contaminated soils.

Paul has a stellar reputation in the Construction and Demolition Recycling industry and is looked upon for consult throughout the industry. Paul was recognized by his peers in 2010 by winning the Sun Recycling Leadership Award. He and his wife Rebecca are residents of Wellington, Florida and he enjoys spending his free time with his family and working on antique cars.

In his position with Sun/Bergeron he will be is responsible for developing and implementing the operations plan at the waste processing facilities. He is responsible for site operations along with Research and Development of recycling processes and facility planning and design. Through these efforts, Sun has achieved an industry leading 92% recycling rate for C&D, Yard Trash, and Bulk. In addition, he and Mr. Bermudez will coordinate the transporting the municipal solid waste, residual solid waste and any and all of the recycled materials. It is anticipated that he will devote 75% of his time to the provision of disposal services.

8. Frank Bermudez – Environmental Permitting, Compliance, and Safety (Narrative Resume, Background, and Experience)



Frank Bermudez brings a wealth of experience to Southern Waste Systems and its affiliate companies. After a stellar and honored career both as a decorated Vietnam veteran and then as a police officer, Frank has excelled in the waste industry for the past 15 years. A native of Brooklyn, New York Frank served the citizens of New York for 22 years.

Over the years, he gained experience working part time with various companies in the Construction and Demolition industry and after retiring from law enforcement began a second career with Waste Management of South Florida as an Operations Manager for a Material Recovery site. Through a series of acquisitions and changes in ownership, he was also employed by Delta Recycling and then BFI. During that tenure he was also responsible for the management of two Construction and Demolition landfills.

His hands on experience and knowledge of the day to day management of Material Recovery Facilities launched him into a successful management career with Southern Waste Systems and Sun Recycling whom he joined in the spring of 2000. Advancing from a site Operation manager with Sun Recycling, Frank currently serves as the Internal Compliance and Safety Officer.

His area of expertise includes permitting, licensing and safety regulations of Material Recovery facilities. He is responsible for all OSHA oversight and training in addition to training for all site spotters, supervisors and managers.

Frank is a licensed helicopter pilot and serves the company in this capacity for land development, surveying and tracking of property and equipment along with emergency related services during natural disasters such as hurricanes.

It is anticipated that Mr. Bermudez will devote 75% of his time to disposal services to be provided under this procurement.

9. Anthony Correnti – Chief Financial Officer

As Chief Financial Officer, Tony brings over thirty years of industry experience to Southern Waste Systems and its affiliate companies, Sun Recycling, Sun Disposal and All Star.

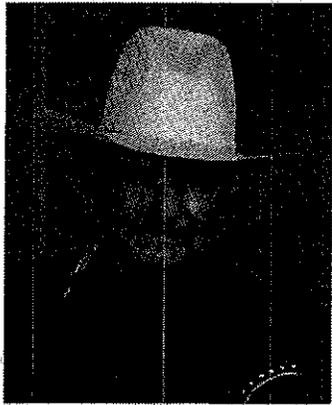
Tony's waste industry career began in 1981 as a Staff Accountant with Waste Management in Pompano Beach. Within one year, he was promoted to Controller. Over a 27 year period with WM, he was placed in roles of increasing levels of responsibility including Controller of landfills, transfer stations, hauling operations, portable toilets, barricades, street sweeping, Market Area Controller and Vice President. In 1999, Tony was promoted to Director of Financial Control and Analysis at Waste Management. He served ten years with responsibility for all financial matters in South Florida. He directed 11 Accountants and 40 support staff overseeing 26 operating sites and 1,922 employees. Tony received two of Waste Management's highest awards for shareholder value and customer service and national recognition with best practice awarded by WM Board of Directors.

Tony also worked for BFI, Waste Industries and Republic Services in various financial capacities including Assistant to Area Controller, Controller over Landfill Operations and Business Unit Controller.

A graduate of Bernard Baruch College, Tony is an active member of the American Institute of Certified Public Accountants and is a Florida Certified Public Accountant. As part of the Executive team, he is instrumental in the strategic planning and operation of all companies with a focus on the financial operations and analysis.

Tony and his wife, Carol have been South Florida residents since 1979. Carol is a third grade teacher in the Broward County School system. Their three children are graduates from University of Florida and University of Central Florida. Tony was an active member in the community as coach of basketball, soccer, softball and baseball programs including traveling teams. He now spends his free time attending theatre/concerts and reading.

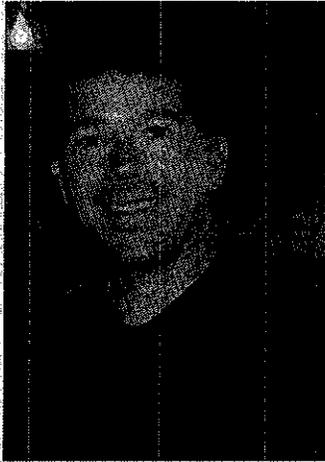
10. Ronald M. Bergeron, Sr. – Managing Member (Narrative Resume, Background, and Experience)



Ronald M. Bergeron, Sr. is a sixth generation Floridian who in 1963 to started Bergeron Land Development, Inc. with a little more than \$200 and a used tractor and is considered to be one of Florida's most successful road builders. Today, with his sons, JR and Lonnie, he is the Chief Executive Officer for more 40 companies with over 1000 employees. His vast 48 years of experience in the fields of heavy construction, mining, site development, emergency services, and real estate development are second to none.

He has been a tireless advocate for the preservation and restoration of the Florida Everglades and has rolled up his sleeves to protect its fragile ecosystems. In 2006, Governor Charlie Crist acknowledged Bergeron's passion and dedication with an appointment to the Florida Fish and Wildlife Conservation Commission. In addition, Bergeron is involved with the Everglades Coordinating Council, an umbrella organization for conservation and sportsmen's groups in South Florida; the Old Davie School Historical Museum, Professional Rodeo Cowboys Association, Boys & Girls Clubs of Broward County, Broward Partnership for the Homeless and the Nova Entrepreneur Program.

11. Lonnie Bergeron (Narrative Resume, Background, and Experience)



Lonnie Bergeron has extensive background in land development, construction, and disaster recovery services, including, including the supervising of the TDSR and processing of more than 2 million cubic yards of hurricane debris after Hurricane Wilma in 2005. Strong managerial skills with the ability to manage multiple teams in many different locations performing a wide variety of different tasks. Current Certified General Contractor, Certified Underground Utility and Excavation Contractor, and Licensed Broward County General Engineered Builder; and Licensed Qualifier for Bergeron Land Development and Bergeron Emergency Services; Vice President and Construction Manager for Bergeron Properties & Investment Corp. and Kendall Properties and Investment.

12. Ronald (JR) M. Bergeron, Jr. (Narrative Resume, Background, and Experience)



JR Bergeron has over 20 years of heavy construction, design build, site development, and

emergency services experience, including the processing more than 2 million cubic yards of hurricane debris after Hurricane Wilma in 2005. Most recently JR and his team completed a including a large scale recycling project for Broward County Waste & Recycling Services. The project consisted of processing over 1.8 million cubic yards of hurricane debris, including vegetative, hazardous and non-hazardous materials that had been stockpiled for more than five years. As Vice-president of Bergeron Land Development, Inc. and Owner/Founder of Bergeron Emergency Services, Inc. he coordinates bidding, contract negotiations, management and control of all projects from airports, FDOT projects, municipal disaster recovery contracts, SFWMD projects and U.S. Army Corp of Engineers projects valued at more than \$1 billion dollars. His breadth of work spans across various County agencies throughout South and Central Florida, especially Broward County.

13. Brian Thomason (Narrative Resume, Background, and Experience)

Mr. Thomason is a senior manager who has led numerous disaster relief operations with direct responsibility for resolution of program issues associated with all categories of the FEMA Public Assistance Program. Drawing from past experiences as an Emergency Manager, he has assisted local units of government with recovery efforts stemming from natural disasters, and is experienced in managing a full range of recovery projects from conception to completion. He negotiates with federal and state funding arms on behalf of local and state governments affected by natural and man-made disasters.

Mr. Thomason's project experience has ranged from \$1M projects to simultaneous projects reaching over \$300M in value. By participating in over 100 large-scale debris management projects as a result of over 25 major disaster declarations, Brian has engaged in every facet of the disaster debris management process from field supervision to Incident Manager. In 2001, Brian was the Senior Project Manager for the Arkansas Department of Highways and Transportation (ADHT) Ice Storm Project. The State of Arkansas was impacted by back-to-back ice storms that crippled the State and generated millions of cubic yards of vegetative debris. The project encompassed 4 ADHT Districts covering over 12,000 miles of highway. The project yielded over 5 million cubic yards of vegetative debris. At peak, over 300 loading crews with over 1,500 hauling units were hauling over 100,000+ cubic yards per day. The pickup, hauling, reduction and disposal operations were completed in 110 days from Notice to Proceed. This was approximately two months ahead of the projected completion date scheduled.

As further evidence of his management capabilities, Brian managed operations for 23 separate Florida applicants ranging from Coconut Creek south to Key West during the 2005 Hurricane season and 43 separate Florida applicants ranging from Jacksonville south to Key West and west to Punta Gorda during the 2004 Hurricane season. Prior to working for BES, he served as Cumberland County, N.C. Emergency Management Agency, Deputy Director with duties that included coordination of Emergency Management Operations countywide. As a firefighter, Mr. Thomason also served as a Hazardous Materials Response Specialist and was assigned to the NC Hazardous Materials Regional Response Team (RRT#3) and was requested on several occasions to provide Hazardous Materials Technician Training and Instruction,

Confined Space Training and Trench Rescue Training through the NC Department of Insurance in various locations throughout the state.

Other operations that Mr. Thomason has participated in are represented below:

DISASTER RECOVERY EXPERIENCE

2010 Broward County, Solid Waste and Recycling Division -Processing and disposal of all vegetative and non-vegetative material to landfill and recycling locations.

2010 BP Oil Spill- Oversaw daily logistical operations for marine vessel laydown yards including: boom deployment, decontamination of vessels and skimmer deployment. Monitored all incoming and outgoing resources for the Deepwater Horizon project.

2009 Ice Storm- Cleanup in Ballard and Hart Counties for the State of Kentucky Transportation Cabinet

2008 Hurricane Ike- Cleanup in the communities of Baytown, El Lago, Galveston, Nassau Bay, Piney Point Village and Taylor Lake Village, Texas

2007 Tornado- Recovery in the Town of Lady Lake, Florida

2006 Red Tide- Cleanup in the Town of Long Boat Key and other miscellaneous west coast Florida communities

2005 Hurricanes Dennis, Katrina, Rita and Wilma- Debris cleanup and management following for applicants located in 23 Florida communities

2004 Hurricanes/Tropical Storms: Charley, Frances, Ivan, Jeanne- Debris cleanup for applicants in 43 Florida communities

2003 Hurricane Isabel- Cleanup for 9 of 13 jurisdictions who are members of the Central Virginia Waste Management Authority

2003 Emergency Road Repairs - Levy County

2002 Public Utilities Sewer Breach -Venice, FL

2002 Ice Storm Cleanup -Independence, Mo.

2002 Hurricane Lili- Cleanup in the communities of Crowley and Carencro, Louisiana

2001 Ice Storms -Response for the Arkansas State Highway and Transportation Department

2001 Red Tide Cleanup- Town of Long Boat Key, miscellaneous west Florida cities

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2000 Flood Cleanup- City of Sweetwater, FL

1999 Tornadoes- in Del City, OK; Vienna, GA; USDA NRCS, OK;

1999 Train Derailment/Fighter Plane- Brandon CSX Train derailment; Patrick AFB F-16 recovery

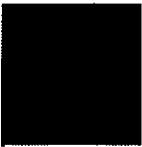
1999 Hurricane Floyd- 20 Separate communities stretching from Key West, FL; Charleston, SC; Chatham County, GA to the NC/Virginia State Borders in Murfreesboro, NC.

1998 Tornadoes- DeKalb, Gwinnett, Lincoln Counties, GA; Osceola County, Florida

1998 Beach Restoration- North Top Sail Beach, NC

1998 Fires- Port Orange, FL

1996 Beach Restoration- North Top Sail Beach, NC



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References

Bidder must provide at least three (3) references of customers to which it has provided services similar to those sought by the City. References shall include name, title, telephone number, e-mail address, mailing address, and a description of the services provided. The service description should include the dates services were provided, the types of materials handled, annual tonnage disposed, and annual cost of services. If available, such references should be representatives of Florida jurisdictions to which the Bidder is currently providing, or has provided services within the last five (5) years.

Government Name: City of Deerfield Beach, Population 76,389 (2011)
Contact Name and Title: Chad Grecsek, Director of Public Works & Environmental Services
Contact Phone: 954.480.4390; Contact E-Mail: cgrecsek@deerfield-beach.com
Mailing Address: 401 SW 4th Street, Deerfield Beach, FL 33441
Dates of Service: 2005– present
Annual Tonnage and Cost: 500,000
Materials Handled and Description of Services: Disposal and Recycling of C&D, Bulk, Yard, and other Class III Solid Waste.

Name: City of Boynton Beach, Population 68,996 (2011)
Contact Name and Title: Christine Roberts, Assistant Director of Public Works
Contact Phone: 561.742.6200; Contact E-Mail: robertsc@bbfl.us
Mailing Address: 222 NE 9th Avenue, Boynton Beach, FL 33435
Dates of Service: 2008– present
Annual Tonnage and Cost: 187,500
Materials Handled and Description of Services: Disposal and Recycling of C&D, Bulk, Yard, and other Class III Solid Waste.

Name: City of Oakland Park, Population 42,126 (2011)
Contact Name and Title: Kenneth L. Resor, Director of Public Works
Contact Phone: 954.630.4414; Contact E-Mail: kennethr@oaklandparkfl.gov
Mailing Address: 3801 NE 5th Avenue, Oakland Park, FL 33334
Dates of Service: 2008– present
Annual Tonnage and Cost: 5,000
Materials Handled and Description of Services: Disposal and Recycling of C&D, Bulk, Yard, and other Class III Solid Waste.

Name: City of Hallandale Beach, Population 37,800 (2011)
Contact Name and Title: John Chidsey, Assistant Director of Public Works
Contact Phone: 954.457.3045; Contact E-Mail: jchidsey@hallandalebeachfl.gov
Mailing Address: 630 NW 2nd Street, Hallandale Beach, FL 33009
Dates of Service: 2009 – present
Annual Tonnage and Cost: 187,500

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Materials Handled and Description of Services: Disposal and Recycling of C&D, Bulk, Yard, and other Class III Solid Waste.

Name: City of Pembroke Pines
Contact Name and Title: Charles F Dodge, City Manager
Contact Phone: 954.954.431.4884; Contact E-Mail: cdodge@ppines.com
Mailing Address: 10100 Pines Blvd., Pembroke Pines, FL 33026
Dates of Service: 2007 – 2012
Annual Tonnage and Cost: 5,612
Materials Handled and Description of Services: Processing and Recycling of Program Recyclables

Name: Broward County
Contact Name and Title: Peter Foye, Director Recycling and Contract Administration Division
Contact Phone: 954.577.2395; Contact E-Mail: pfoye@broward.org
Mailing Address: 1 North University Blvd., Plantation, FL 33324
Dates of Service: 2003 - 2012
Annual Tonnage and Cost: 71,000 and \$4,118,000+
Materials Handled and Description of Services: Processing and Recycling of Program Recyclables

Name: Miami-Dade County
Contact Name and Title: Paul J. Mauriello, Deputy Director of Operations
Contact Phone: 305.514.6623; Contact E-Mail: mauriel@miami-dade.gov
Mailing Address: 2525 NW 62nd Street, 5th Floor, Miami, FL 33147
Dates of Service: 2008 – 2012
Materials Handled and Description of Services: Processing and Recycling of Program Recyclables

Name: Broward County Drop Off Locations in Pompano, Hallandale, and Davie (for Sun Bergeron Key Personnel John Casagrande while with Waste Management)
Contact Name and Title: Peter Foye, Director Recycling and Contract Administration Division
Contact Phone: 954.577.2395; Contact E-Mail: pfoye@broward.org
Mailing Address: 1 North University Blvd., Plantation, FL 33324
Dates of Service: 2001 – 2012
Annual Tonnage and Cost: Not Known
Materials Handled and Description of Services: HHW Drop Off

Name: City of Deerfield Beach (for Sun Bergeron Key Personnel Braid Kaine while with City)
Contact Name and Title: Chad Grecsek, Director of Public Works & Environmental Services
Contact Phone: 954.480.4390; Contact E-Mail: cgrecsek@deerfield-beach.com
Mailing Address: 401 SW 4th Street, Deerfield Beach, FL 33441
Dates of Service: 1994-2003

Sun-Bergeron, JV
Additional Materials
City of Deerfield Beach, ITB #2012-13/22
Page 19 of 19

Annual Tonnage and Cost: Not Known

Materials Handled and Description of Services: Mr. Brad Kaine, Sun Begeron, Key Personnel, was responsible for the City's Drop Off Recycling Center that included receipt of all HHW

Name: City of Weston (for Sun Bergeron Key Personnel Braid Kaine with City)

Contact Name and Title: Karl C. Thompson, P.E., Director of Public Works

Contact Phone: 954.385.2600; Contact E-Mail: kthompson@westonfl.org

Mailing Address: 2599 South Post Road, Weston, Florida 33327

Dates of Service: 2005-2011

Annual Tonnage and Cost: Not Known

Materials Handled and Description of Services: Mr. Brad Kaine, Sun Begeron, Key Personnel, was responsible for the City's HHW/E-Waste collection day for residents



Evidence of Insurability



May 21, 2013

RE: Sun Bergeron Solid Waste Services Joint Venture

To Whom It May Concern,

This letter is to attest and verify that Sun Bergeron Solid Waste Services Joint Venture is insurable – specifically with respect to the Insurance terms and coverages that are set forth in Sections 2.14 and 3.8 of the Invitation to Bid (#2012-13/22) by and between Sun-Bergeron Solid Waste Services Joint Venture, and the City of Deerfield Beach, Florida for Solid Waste Disposal Services dated May 7, 2013 ("ITB"). All of the lines of coverages set forth in Sections 2.14 and 3.8 of the ITB will be effective and in full force and in effect prior to Sun-Bergeron's commencement of performance under the Agreement, but in no event later than July 1, 2013.

Once the Notice of award has been received, a Certificate of Insurance shall be submitted to the City of Deerfield Beach within fifteen (15) days of the aforementioned award

On behalf of our client, we look forward to working with the City of Deerfield Beach.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles P. Boornazian".

Charles P. Boornazian, CPCU, ARM, AIS, AAI, ACI
Vice President of Risk Alternatives

**Required
License, Permits
& Certificates**





City of Pompano Beach Business Tax Receipt

REGISTRATION NO.

13 00033917

2012-2013

NEW RENEWAL X

DATE ISSUED 8/23/12

OWNER
SUN RECYCLING LLC

ACCOUNT NO.

4416237

REGISTRATION FEE 243.11

BUSINESS NAME

SUN RECYCLING LLC
LOCATION

DELINQUENT CHG. .00

2281 NW 14 ST

TRANSFER FEE .00

CLASSIFICATION

RECYCLING FACILITY (ONRP)

TOTAL AMOUNT PAID 243.11

SUN RECYCLING LLC
790 HILLBRATH DR
LANSHANA FL 34462

EFFECTIVE DATE OCTOBER 1 12

EXPIRATION DATE SEPTEMBER 30 13

BUSINESSES MUST CONSPICUOUSLY DISPLAY THIS
BUSINESS TAX RECEIPT TO PUBLIC VIEW AT
BUSINESS LOCATION

CONTRACTORS MUST MAINTAIN ON FILE
CURRENT LICENSING AND INSURANCE

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED, THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS.



SOLID WASTE MANAGEMENT LICENSE

EPGMD License Number: SW-WP00008-09
DEP Permit Number: 0148031-010-SO
I.D. Number: 00055476

APPLICANT:
Charles Gusmano, President
Sun Recycling, LLC
790 Hillbrath Drive
Lantana, FL 33462
Phone: (561) 582-6688

FACILITY NAME/ADDRESS:
Sun Recycling, LLC #2
2281 NW 16TH ST
Pompano Beach, FL 33069
OPERATOR: Sun Recycling, LLC
ATTN: Charles Gusmano, President

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

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

NATURE OF BUSINESS: Waste Processing Facility

DESCRIPTION: A 5000 cubic yards per day waste processing facility utilizing a concrete pad, covered building, and a Terex Prefabricated Picking Line for the receipt and processing of construction and demolition (C&D) debris, yard trash, Class III waste (bulky waste), clean debris, and recovered materials. The materials are sorted into recyclable constituents, recovered screened material (RSM), and non-processable material. Recovered screened material (RSM) is defined herein as dirt and fines which are recovered from a mixed solid waste stream through a "1/2 inch minus" screen, other than land clearing debris, yard waste, or clean debris. Class III waste is received, processed, and stored in a separate area inside the building. The facility has a storage capacity of 11,961.7 cubic yards and is expected to process 5,000 cubic yards/day. Non-recyclable solid waste separated from the incoming C&D and Class III waste streams shall be stored inside the building and disposed of at a licensed Class I or Class III waste disposal facility.

Prepared By: Glenn Malmstrom
Application Received: 04/28/2009
Date of Issue: 09/27/2010
Renewal App. Due: 05/01/2014
Expiration Date: 06/30/2014

Pollution Prevention, Remediation and Air Quality Division

SOLID WASTE MANAGEMENT LICENSE

GENERAL CONDITIONS

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

APPLICANT: Mr. Charles Gusmano, President
FACILITY NAME: Sun Recycling, LLC #2

EPGMD License Number: SW-WP00008-09
DEP Permit Number: 0148031-010-SO

SPECIFIC CONDITIONS:

1. Only construction and demolition debris (C & D), yard trash, Class III waste, clean debris, and recovered materials as defined in Section 62-701 of the Florida Administrative Code (F.A.C.) and Chapter 27-214 of the Broward County Code shall be received at this site. C & D is processed into the following recyclable materials: paper, foam, glass, fiberglass, cardboard, aluminum, ferrous and non-ferrous metals, wood, plastic, mulch, clean debris, and RSM.
2. The licensee shall not accept or process any putrescible wastes or material suspected of being asbestos, hazardous or biomedical wastes. Should any asbestos, hazardous and/or biomedical wastes be delivered at the facility, the licensee shall immediately notify the PPRAQD, and shall arrange for the wastes to be returned to the generator or disposed of in a manner approved by the PPRAQD.
3. The licensee shall ensure all personnel on-site are properly trained to operate the facility with emphasis on proper identification and proper management of prohibited materials, safety, health, environmental controls, and emergency procedures.
4. An operator shall be on duty whenever the facility is operating. At least one spotter shall be on duty at all times that waste is received at the site to inspect the incoming waste. Operators and spotters shall be trained in accordance with Rule 62-701.320(15), F.A.C.
5. Each incoming load shall be inspected before being allowed to be deposited at the facility. Any loads containing prohibited material shall be rejected.
6. Prohibited material which inadvertently enters the facility shall be separated from the incoming waste stream within 48 hours from receipt on site and shall be stored in containers and disposed of at a licensed disposal facility pursuant to Section 62-701, F.A.C. This material shall be removed from the site and properly disposed within 48 hours from receipt of the material.
7. All processing of incoming C&D into recyclable materials must be completed within seven (7) working days of receipt on site, except for yard trash and clean untreated wood.
8. The unloading, processing and sorting of all solid waste shall be conducted within separate designated areas on the concrete pad and/or inside the bermed area of the building as provided in the license application. No unloading, processing, sorting, or storage of Class III waste (bulky waste) shall take place outside the building.
9. The licensee shall utilize and maintain the concrete slab, steel building, walls, push walls, leachate control curbs, and the concrete floor indicated in the license application and site plan to contain run-off, provide a physical separation between Class III waste (bulky waste) and other material, and prevent these wastes from being co-mingled.
10. Containers utilized for the removal of Class III waste (bulky waste) from the facility may be located outside of the building during the loading process. They shall be immediately removed when filled.
11. All recyclable materials, except clean debris, yard trash, untreated and unpainted wood, and recovered screened material (RSM) shall be stored under cover, or kept in storage containers, or kept on the concrete

APPLICANT: Mr. Charles Gusmano, President
FACILITY NAME: Sun Recycling, LLC #2

EPGMD License Number: SW-WP00008-09
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slab. These materials shall be removed from the site when a container load is generated. In no case shall these materials remain on site longer than thirty (30) calendar days from receipt on site. Within thirty (30) days of generation, RSM shall be removed from the site and properly disposed of at an approved location.

12. Non-recyclable solid waste separated from the incoming C&D and Class III waste stream shall be stored in containers and disposed of at a licensed Class I or Class III disposal facility. This material shall be removed from the site within seven (7) operational days after receipt on site.
13. Within 90 calendar days of receipt, all yard trash and untreated and unpainted wood shall be processed and removed from the site.
14. Pressure treated and/or painted wood that is received shall not be processed into wood chips with the clean wood. Pressure treated and/or painted wood shall be extracted from the incoming material stream, placed into a designated container, and properly disposed at a licensed facility pursuant to Rule 62-701, F.A.C.
15. C & D, yard trash, wood, or mulch and wood chip piles shall not exceed the following dimensions: width - fifty (50) feet, area - 10,000 square feet, height - fifteen (15) feet, as detailed in the Interim Dust Control Measures dated May 24, 2005.
16. A space shall be provided between all piles to allow access to vehicles, including fire fighting equipment.
17. At no time shall the total accumulation of incoming material and non-recyclable solid waste exceed 11,961.7 cubic yards, the approved volume detailed in the license application and approved closure cost estimate.
18. Odors, dust, vectors, and noise shall be strictly controlled at all times. If any of the above are determined to be a problem, the licensee shall promptly take any and all actions necessary to correct the situation. The PPRAQD noise regulations in Article VII of the Code shall be complied with at all times.
19. The licensee shall utilize and maintain dust control screens on the perimeter walls along the eastern, northern, and western boundary of the site as described in the Revised Dust Control Plan of August 17, 2004, as amended by the Interim Dust Control Measures dated May 24, 2005, and revisions dated June 2007, October 2007, and December 2009. These consist of 12 feet high mesh screens on top of the 8 feet high perimeter walls on the eastern and western sides of the facility and a 30 feet high mesh screen along the northern perimeter of the site.
20. The licensee shall utilize and maintain the sprinkler misting system(s) along the eastern, northern and western perimeter of the site to control dust. This system consists of: seven (7) sprinklers along the eastern wall, five (5) mister sprinklers along the northern wall, and ten (10) sprinklers along the western wall as described in the Revised Dust Control Plan of August 17, 2004, as amended by the Interim Dust Control Measures dated May 24, 2005, and revisions dated June 2007, October 2007, and December 2009.
21. The licensee shall utilize operational procedures that minimize dust from loading material into the process/picking line. The water sprinkler/misting system consisting of: three (3) automatic sprinklers/misters on the east side of the RSM bunkers, three (3) automatic sprinklers/misters on the west side of the RSM bunkers, one (1) sprinkler at the bottom of the incline conveyor feeding the picking line, three (3) Sprinklers on the roof of the building covering the residual waste bunkers, as well as dust curtains at the shaker screen and covering the trommel screen on the picking line shall also be utilized and maintained to control dust as described in the Revised Dust Control Plan of August 17, 2004, as amended by the Interim Dust Control Measures dated May 24, 2005, and revisions dated June 2007, October 2007, and December 2009.

APPLICANT: Mr. Charles Gusmano, President
FACILITY NAME: Sun Recycling, LLC #2

EPGMD License Number: SW-WP00008-09
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22. The licensee shall utilize and maintain a water truck, hydraulic sweeper, and water valves and hoses strategically throughout the site to address dust at the entrance/exit road(s), internal roadway system, loading and unloading area(s), processing area(s), picking line, and elsewhere as site operations dictate, as detailed in the Revised Dust Control Plan of August 17, 2004, as amended by the Interim Dust Control Measures dated May 24, 2005, and revisions dated June 2007, October 2007, and December 2009.
23. The licensee shall activate all facility sprinklers every day before operations begin and prior to accepting, unloading, loading or processing any material. An automatic timer system shall be utilized to control sprinklers along the north dust screen for continuous operation during all hours of facility operation. Workers with hoses shall also be utilized to control specific dust sources during material processing, loading, and unloading activities at the facility as detailed in the Revised Dust Control Plan of August 17, 2004, as amended by the Interim Dust Control Measures dated May 24, 2005, and revisions dated June 2007, October 2007, and December 2009.
24. The licensee shall redirect traffic at the facility as practicable to exit the site on the south onto NW 16th Street and east onto NW 22nd Avenue to minimize traffic exiting on the north onto NW 17th Street. The gate at the outbound lane to NW 17th Street shall be kept closed when not in use but an attendant shall be present to open the gate on demand for traffic that requires this exit as detailed in the Interim Dust Control Measures dated May 24, 2005, and revisions dated June 2007, October 2007, and December 2009.
25. During the operational hours of the facility the licensee shall monitor perimeter of the site, wind direction, operation of dust control devices, and identify the operation(s) generating dust. In the event the dust cannot be controlled the licensee shall cease the offending operation(s) until adequate dust control measures are instituted and effectively preventing dust from leaving the property as detailed in the Revised Dust Control Plan of August 17, 2004, as amended by the Interim Dust Control Measures dated May 24, 2005, and revisions dated June 2007, October 2007, and December 2009.
26. The licensee shall maintain a record book at the site recording the date and time the monitoring takes place, the specific operation(s) observed, the operating status of the dust control device(s), identifying dust problems and corrective action taken, and date and time of compliance or operation shut down.
27. The licensee shall submit an Application for License Modification and obtain a license prior to expanding the building to encapsulate the process area and adding additional property areas to the Sun Recycling facility.
28. The licensee shall utilize and maintain the concrete bin blocks and rolling retractable gate as indicated on the revised site plan for the facility to maintain a physical separation of the Sun Recycling #2 facility operation from the adjoining property (former Lutz property) located to the east. The licensee shall utilize and maintain the existing west wall and fence of the Sun Recycling #2 facility as a physical separation of the operation from the adjoining property (former Piney Branch Motors property) located to the west.
29. The adjoining property (former Lutz property) shall only be used for ingress and egress purposes and the scale located on the property shall be used for the weighing of trucks as stated in the November 9, 2007 letter from Southern Waste Systems.
30. The adjoining properties (former Lutz and Piney Branch Motors properties) shall not be utilized for any solid waste activity. No solid waste receipt, unloading, loading, or processing activity shall take place on the property until such time as an application for license to include the property is submitted to and approved by the PPRAQD.

APPLICANT: Mr. Charles Gusmano, President
FACILITY NAME: Sun Recycling, LLC #2

EPGMD License Number: SW-WP00008-09
DEP Permit Number: 0148031-010-SO

31. The licensee shall comply with the terms of the Settlement Agreement that was approved by Broward County on August 31, 2010. The licensee shall submit an Application for License Modification and obtain a license to complete the proposed in-kind construction project described below involving the partial encapsulation of the Sun Recycling, LLC #2 facility in accordance with the Proposed Site Plan & Roof Shelter dated March 31, 2010 and the timeframe specified below.

In-kind Construction Project:

- The licensee agrees to partially encapsulate the Sun Recycling #2 facility located at 2281 NW 16th Street, Pompano Beach, in accordance with the attached Proposed Site Plan & Roof Shelter dated March 31, 2010.
- Construction shall be completed within 18 months of approval of this agreement by Broward County.
- Any modification to the Proposed Site Plan & Roof Shelter dated March 31, 2010 needs to be approved by the Department. The licensee shall schedule a meeting with the Department to discuss any proposed modification.
- The licensee shall obtain all necessary permits, licenses, or approvals necessary to complete the construction.
- If the licensee fails to complete construction of the Roof Shelter building within 18 months of approval of this agreement by Broward County or in accordance with the Proposed Site Plan & Roof Shelter dated March 31, 2010 or an approved modified plan, then Respondent agrees to pay \$25,000 per month for each month or portion of month that the project is late until the remaining balance of the monetary penalty held in abeyance is paid in full.

Upon completion of construction of the Roof Shelter building, the licensee shall submit certified as-built plans from a registered Professional Engineer which shall specifically indicate that the construction was completed in accordance with the Proposed Site Plan & Roof Shelter dated March 31, 2010 or an approved modified plan.

- Any extension to the timeframe needs to be approved by the Department or the Hearing Examiner and will be based upon a demonstration of good faith efforts to complete the work and that any delays were outside the control of the licensee.
- If the licensee fails to complete construction of the Roof Shelter building by the deadline or in accordance with the Proposed Site Plan & Roof Shelter dated March 31, 2010 or an approved modified plan, the Department reserves the right to petition the Hearing Examiner for penalties that were held in abeyance.
- The licensee agrees that this Agreement shall become part of Solid Waste Management License # SW-WP00008-09.

The licensee acknowledges and agrees that failure to comply with this Agreement may result in the denial, suspension or revocation of any Environmental Protection and Growth Management Department (Department) license, permit or approval pending or held by the licensee, pursuant to the Code.

32. The site shall be secured and kept locked when not attended. Additional fencing and security measures shall be provided as necessary to secure the site and prevent unauthorized dumping.

APPLICANT: Mr. Charles Gusmano, President
FACILITY NAME: Sun Recycling, LLC #2

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33. The licensee shall permanently maintain sign(s) in a conspicuous location clearly visible to the general public indicating the name of the operating authority, contact person and telephone number in case of emergency, hours of operation, and list of prohibited materials.
34. The Licensee shall notify the PPRAQD in writing prior to any change of the on site operator at the facility. This notification shall include at a minimum, the operator name, address, phone number, and contact person, as well as a description of the operation.
35. The Licensee shall maintain compliance with the financial assurance requirements of Rule 62-701.710, F.A.C., by submitting all required updated supporting documentation in accordance with Rule 62-701.630, F.A.C., and 40 CFR Part 264, Subpart H, as adopted by reference in Rule 62-701.630, F.A.C. All submittals in response to this specific condition shall be sent to:

Florida Department of Environmental Protection
Financial Coordinator - Solid Waste Section
2600 Blair Stone Road MS 4565
Tallahassee, Florida 32399-2400

36. The Licensee shall annually provide to the PPRAQD for approval an updated closure cost estimate, in accordance with the requirements of Rule 62-701.630, F.A.C. The closure cost estimates shall be calculated in accordance with rule 62-701.630, F.A.C., and 40 CFR Part 264, Subpart H, as adopted by reference in Rule 62-701.630, F.A.C. All submittals in response to this specific condition shall be sent to:

Pollution Prevention, Remediation and Air Quality Division
ATTN: Waste Management Section
One North University Drive, Suite 203
Plantation, Fl. 33324

37. The Licensee shall implement and maintain a ground water monitoring plan which meets the criteria set forth in Rule 62-701.510 and Chapter 62-522, F.A.C. Detection wells shall be sampled and analyzed at least semi-annually for the following parameters:

<u>Field Parameters</u>	<u>Laboratory Parameters</u>	
pH	Aluminum	Cadmium
Turbidity	Chlorides	Chromium
Temperature	Nitrate	Lead
Specific Conductivity	Sulfate	Mercury
Dissolved Oxygen	Total Dissolved Solids	Ammonia
Water elevations	Iron	Phenols
Colors and sheens (by observation)	Sodium	Those Parameters listed in EPA Methods 601 and 602
	Arsenic	

Background water quality shall be sampled and analyzed in accordance with the provisions of Rule 62-701.510(6)(a), F.A.C. In addition, all background and detection wells shall be sampled and analyzed at least once prior to permit renewal for those parameters listed in Rule 62-701.510(8)(a), F.A.C.

APPLICANT: Mr. Charles Gusmano, President
FACILITY NAME: Sun Recycling, LLC #2

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38. **Electronic Reporting.** The Licensee shall submit groundwater analytical results to PPRAQD at the address specified above on a semi-annual basis by June 30 and December 30 of each year. Required water quality monitoring reports and all ground water, surface water and leachate analytical results shall be submitted electronically. Water quality monitoring reports shall be submitted in Adobe pdf format. The water quality data Electronic Data Deliverable (EDD) shall be provided to the Department in an electronic format consistent with requirements for importing the data into the Department's databases. Water quality monitoring reports shall be signed and sealed by a Florida registered professional geologist or professional engineer with experience in hydrogeological investigations and shall include the following:

1. Cover letter;
2. Summary of exceedances and recommendations;
3. Ground water contour maps;
4. Chain of custody forms;
5. Water levels, water elevation table;
6. Ground Water Monitoring Report Certification, using the appropriate Department form;
7. Appropriate sampling information on Form FD 9000-24 (DEP-SOP-001/01); and,
8. Laboratory and Field EDDs and error logs, as applicable.

All submittals in response to this specific condition shall be sent both to:

Environmental Protection and Growth Management Department
Pollution Prevention, Remediation and Air Quality Division
1 North University Drive, 2nd Floor
Plantation, FL 33324

And to:

Florida Department of Environmental Protection
Solid Waste Section
2600 Blair Stone Road, MS 4565
Tallahassee, Florida, 32399-2400

39. The Licensee shall submit groundwater analytical results to PPRAQD at the address specified above on a semi-annual basis by June 30 and December 30 of each year. The groundwater analytical results should be summarized in letter form and the laboratory reports and Chain of Custody forms should be included as attachments.

40. A record book shall be kept on site with the following information entered on a daily basis:

- A. Quantity of solid waste received and processed (by type)(in cubic yards); and
- B. Quantity of recyclable material recovered (by type) (in cubic yards); and
- C. Quantity of recyclable material marketed (by type) (in cubic yards); and
- D. Quantity of pressure treated and/or painted wood disposed (in cubic yards) and identify the disposal location(s);
- E. Quantity of solid waste disposed of (by type) (in cubic yards) and identify the disposal location(s);
- F. Quantity of RSM generated and disposed of (in cubic yards) and identify the disposal location(s).

APPLICANT: Mr. Charles Gusmano, President
FACILITY NAME: Sun Recycling, LLC #2

EPGMD License Number: SW-WP00008-09
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This information shall be summarized each month and submitted to the PPRAQD by the fifteenth (15th) day of each succeeding month at the address listed above.

For RSM disposal, the monthly summary shall include a copy of the corresponding ticket for each load which shall show volume, address, date, type of use, truck name and company, copy of end-user notification, copy of written acceptance of notification, and copy of institutional control implemented (as required).

41. Use of RSM in residential, commercial, and industrial settings is allowed under the following conditions:
- A. The RSM may be used in a manner approved by the PPRAQD.
 - B. The land receiving the RSM is zoned for residential, commercial, or industrial use by the appropriate local government.
 - C. Prior to the disposal of RSM, the licensee shall provide appropriate written notification to the property owner of the site receiving the RSM. The notification, at a minimum, shall be on company letterhead and include the following language:
 - 1) This material has been recovered from construction and demolition (C&D) debris. The Broward County Environmental Protection and Growth Management Department (EPGMD) has approved this material, based on operator testing, as fill in residential, commercial, and industrial settings. Its use has not been approved as fill in surface water bodies, areas of exposed ground water, in wetlands, or in borrow pit reclamation areas.
42. Sampling and analytical requirements for the reuse of recovered screen materials (RSM).
- A. Baseline testing:

Sun Recycling, LLC #2 previously submitted the general testing requirements outlined in the Guidance Manual. SCS Engineers conducted baseline sampling for RSM produced at the Sun Recycling, LLC #2 facility on May 14-27, 2002, following the general testing and analysis requirements outlined in Appendices B and C, and prepared a Recovered Screen Material Baseline Sampling Report which was submitted to EPGMD on September 12, 2002. Additional sampling activities were conducted on January 6-12, 2003 and a Supplemental Recovered Screen Material Baseline Sampling Report was submitted to EPGMD on March 25, 2003, as part of the application to modify their operating permit. As a result, the baseline testing is considered complete for the Sun Recycling, LLC #2 site.
 - B. Compliance testing:
 - 1) At a frequency of every 1000 tons or every week, whichever is less frequent, an 8 hour composite sample must be collected using methods in the SOP in Appendix B of the Guidance Manual and transported to the laboratory for analysis. At the laboratory, four randomly selected aliquots of the weekly composite sample must be obtained and one of those aliquots must be digested for total arsenic using EPA Method 3050. If the arsenic concentration resulting from this analysis is greater than the soil cleanup goal for arsenic in residential settings, then the remaining three aliquots must be analyzed for arsenic using an

appropriate laboratory method. The single arsenic concentration, if only one aliquot is analyzed, or the geometric mean concentration for arsenic of all four aliquots, if all four aliquots are analyzed, shall be considered the resulting arsenic concentration for the weekly composite sample.

- 2) At a frequency of every 10,000 tons or every three months, whichever is less frequent, an 8 hour composite sample must be collected using methods in the SOP in Appendix B of the Guidance Manual and transported to the laboratory for analysis. At the laboratory, four randomly selected aliquots of the quarterly composite sample must be obtained with each one analyzed for total arsenic, lead, chromium, cadmium, mercury, copper and nickel using EPA Method 3050. In addition, a Synthetic Precipitation Leaching Procedure (SPLP) extract, EPA Method 1312, of one aliquot must be prepared and analyzed for volatile organic compounds using EPA Method 8260 and for semi-volatile organic compounds using EPA Method 8270. The geometric mean concentration for arsenic and the mean concentrations for the other metals of all four aliquots analyzed and the single SPLP organic analyses shall be considered the resulting concentrations for the quarterly composite sample.
- 3) At anytime a significant change in the operation or source material occurs, or changes in the quarterly sampling results indicate significant changes from the baseline data, the baseline testing protocol will be reconfirmed.
- 4) After one year of routine (weekly & quarterly) sampling at the facility, the licensee may request a reduction in the sampling parameters and/or frequencies. The EPGMD evaluation of this request will be based upon the results of the weekly and quarterly sampling and other relevant data for the facility.

C. Sampling Protocol

- 1) Samples may be collected by an operator from the facility trained in accordance with Rule 62-701.320(15), F.A.C., or by personnel from a FDEP approved laboratory provided the SOP in Appendix B of the Guidance Manual is followed.
- 2) Laboratories conducting the analysis must have a NELAC Certification in accordance with the requirements of Chapter 62-160, F.A.C. Analysis of the SPLP extracts must be conducted using detection levels at or below FDEP ground water standards and criteria.

D. Data analysis

- 1) Analysis of raw data will be performed using the procedures outlined in Appendix C of the RSM Guidance Manual. If the data for a chemical of concern (COC) is normally distributed, then the arithmetic means and the upper 95 percent confidence limits for the means shall be calculated using the calculation method provided in Appendix C of the Guidance Manual.
- 2) If the data for a COC is not normally distributed, then a lognormal transformation of the data is allowed using the calculation method provided in Appendix C of the Guidance Manual. If the log transformed data are normally distributed, then the transformed data can be used to calculate the geometric mean and the upper 95 percent confidence limit value for the COC(s). The procedures in Appendix C shall be followed for this transformation.

APPLICANT: Mr. Charles Gusmano, President
FACILITY NAME: Sun Recycling, LLC #2

EPGMD License Number: SW-WP00008-09
DEP Permit Number: 0148031-010-SO

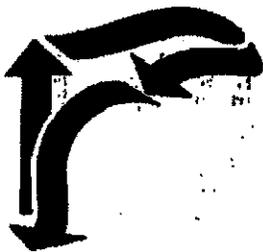
E. Reporting

- 1) For management of RSM a Quarterly Report shall also be submitted to the PPRAQD quarterly, by the fifteenth (15th) day of the first month following a quarter (January, April, July, and October). Two complete sets of all laboratory reports showing results of the routine composite (weekly & quarterly) sampling, results of the leaching tests, and a summary of the data shall be submitted (use of electronic means subject to PPRAQD approval) to the PPRAQD office. The summary of the routine sampling data shall include the following:

The summary shall be in a table format and shall list the analytical results for the COC(s) evaluated in each weekly, 8-hour composite sample analyzed during the quarter and any COC identified during the quarterly sampling. The table shall also include information showing the FDEP's soil cleanup goal corresponding to each COC. For the purpose of this summary, a COC is one which exceeds the direct exposure residential risk level or leachability goal listed in the FDEP's soil cleanup goals.



State of Florida
Department of
Environmental Protection



Recovered Materials Dealer Certification 2012-2013

The Florida Department of Environmental Protection verifies that the below named Company reports certain recycling information and is certified in accordance with Chapter 62-722, Florida Administrative Code.

Sun Recycling, LLC

Application Number: 212
790 Hillbrath Drive
Lantana, FL 33462

Ron Henricks, Environmental Manager
Waste Reduction Section
Bureau of Solid & Hazardous Waste
Division of Waste Management

Valid from July 1, 2012 to June 30, 2013 unless suspended or revoked by the Department
See reverse side for other reporting facilities covered by this certification
Please note Certification is required annually
Printed on recycled Paper

<u>FACILITY NAME</u>	<u>FACILITY ADDRESS</u>	<u>COUNTY</u>	<u>TYPE</u>
Sun Recycling #1	2241 NW 15 Ct, Pompano Beach	BROWARD	MRF
Sun Recycling #10/C&C Waste Inc.	7435 NW 41 Street, Miami	MIAMI-DADE	MRF
Sun Recycling #12	2380 College Ave, Davie	BROWARD	MRF
Sun Recycling #2	2281 NW 16th St., Pompano Beach	BROWARD	MRF
Sun Recycling #3	3251 Southwest 26th Terrace, Dania Beach	BROWARD	MRF
Sun Recycling #4	6911 Wallis Rd., West Palm Beach	PALM BEACH	MRF
Sun Recycling #5	790 Hillbrath Dr., Lantana	PALM BEACH	RMFF
Sun Recycling #6	2000 N. Miami Ave., Miami	MIAMI-DADE	RMFF
Sun Recycling #7	1815 S. Powerline Road, Deerfield Beach	BROWARD	MRF
Sun Recycling #8	1410 S Powerline Road, Deerfield Beach	BROWARD	MRF
Sun Recycling #9	1025 26th Street, West Palm Beach	PALM BEACH	MRF



401 SW 4th St, Deerfield Beach, FL 33441

-
1. Head east on **SW 4th St** toward **SW Martin Luther King Jr Ave** go 0.1 mi
total 0.1 mi
 -  2. Turn right onto **SW Martin Luther King Jr Ave**
About 2 mins go 0.5 mi
total 0.6 mi
 -  3. Take the 1st right onto **SW 10th St**
About 2 mins go 0.8 mi
total 1.4 mi
 -  4. Turn left to merge onto **I-95 S** toward **Miami**
About 3 mins go 2.8 mi
total 4.3 mi
 -  5. Take exit **38B** for **Copans Road W** go 0.6 mi
total 4.9 mi
 6. Merge onto **W Copans Rd**
About 2 mins go 1.0 mi
total 5.8 mi
 -  7. Turn left onto **Powerline Rd**
About 2 mins go 0.8 mi
total 6.6 mi
 -  8. Turn right onto **NW 16th St**
Destination will be on the right go 0.2 mi
total 6.8 mi



2281 NW 16th St, Pompano Beach, FL 33069

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2013 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.



Financials
Sup



COMERICA BANK
MC 3236
411 WEST LAFAYETTE, 7TH FL., DETROIT, MI 48226

Environmental Services
Comerica Bank
411 West Lafayette Street
Detroit MI 48226
(313) 222-5562
(313) 222-9564 (fax)

Ian S. Mearns
Vice President

May 23, 2013

Purchasing Division
City of Deerfield Beach
(Central City Campus, Bldg. A., 2nd Floor)
401 S.W. 4th Street
Deerfield Beach, FL 33441

Re: Proposal

Dear Sir:

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

It should be known that Southern Waste Systems, Inc. has been a client of Comerica Bank since October of 2007. We currently have a \$35 million senior bank credit facility.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Ian S. Mearns', is written over the typed name.

Ian S. Mearns

**Southern Waste Holdings Management, LLC,
Southern Waste Systems Holdings, LP
and Affiliates**

Consolidated Financial Statements

December 31, 2011

**Southern Waste Holdings Management, LLC,
Southern Waste Systems Holdings, LP and Affiliates**

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December 31, 2011**

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Established in 1932

Divine Blalock Martin Sellari LLC

Your gain...our goal

G. MICHAEL MARTIN, CPA*
GARY B. SELLARI, CPA/PFS, MSM
J. RONALD ANDERSON, CPA**/ABV, CVA
SCOTT A. STEW, CPA**

MARY L. CONTESSA, CPA*, PA
STEVE A. GONDOO, CPA**/PFS, MTAX, CPFS
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SUZI J. RAPP, CPA*, RAD
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WILBUR F. DIVINE, III, CPA (1899-1994)
WILBUR F. DIVINE, IV, CPA (1925-1988)
JAMES A. BLALOCK, CPA (1914-1999)

*REGULATED BY THE STATE OF FL
**REGULATED BY THE STATE OF FL AND
THE STATE OF TN
***REGULATED BY THE STATE OF FL
AND THE STATE OF NY

Certified Public Accountants & Consultants

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West Palm Beach, Florida 33409

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Toll Free: 1-888-888-1115

www.dbmscpa.com

INDEPENDENT AUDITOR'S REPORT

To the Members and Partners of
Southern Waste Holdings Management, LLC,
Southern Waste Systems Holdings, LP and Affiliates

We have audited the accompanying consolidated balance sheet of Southern Waste Holdings Management, LLC, Southern Waste Systems Holdings, LP and Affiliates as of December 31, 2011 and the related consolidated statements of operations, changes in members' equity and partners' capital and cash flows for the year then ended. These financial statements are the responsibility of the Companies' management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Southern Waste Holdings Management, LLC, Southern Waste Systems Holdings, LP and Affiliates as of December 31, 2011 and the consolidated results of their operations and cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Divine, Blalock, Martin & Sellari, LLC

DIVINE, BLALOCK, MARTIN & SELLARI, LLC

May 31, 2012

Revised: July 3, 2012

**Southern Waste Holdings Management, LLC,
Southern Waste Systems Holdings, LP and Affiliates
Consolidated Balance Sheet
December 31, 2011**

Assets

Current Assets	
Cash	\$ 1,106,975
Accounts Receivable	9,079,181
Other Receivables	1,750,616
Inventory	38,052
Assets Held for Resale	787,482
Prepaid Expenses	<u>354,892</u>
Total Current Assets	<u>13,117,198</u>
Property, Plant and Equipment - Net of Depreciation	<u>71,019,906</u>
Other Assets	
Deposits	1,030,614
Depreciable Assets not yet Placed in Service	5,001,185
Goodwill	8,496,262
Intangible Assets - Net of Amortization	658,958
Other Assets	<u>75,018</u>
Total Other Assets	<u>15,262,037</u>
Total Assets	<u>\$ 99,399,141</u>

The accompanying notes are an integral part of these financial statements.

**Southern Waste Holdings Management, LLC,
Southern Waste Systems Holdings, LP and Affiliates
Consolidated Balance Sheet
December 31, 2011**

Liabilities, Members' Equity and Partners' Capital

Current Liabilities	
Bank Overdraft	\$ 1,342,682
Accounts Payable	3,867,052
Accrued Expenses	1,800,148
Accrued Interest	240,757
Accrued Insurance Claims	802,790
Deferred Revenue	971,762
Customer Deposits	4,000
Current Portion of Long-Term Debt	<u>1,826,027</u>
Total Current Liabilities	10,855,218
Line of Credit	26,404,962
Distributions Payable	2,798,225
Loan from Member	3,530,577
Long-Term Debt, Net of Current Portion	<u>506,644</u>
Total Liabilities	<u>44,095,626</u>
Members' Equity and Partners' Capital	
Members' Equity and Partners' Capital - Controlling Interest	36,508,398
Non - Controlling Interest in Members' Equity	<u>18,795,117</u>
Total Members' Equity and Partners' Capital	<u>55,303,515</u>
Total Liabilities, Members' Equity and Partners' Capital	<u>\$ 99,399,141</u>

The accompanying notes are an integral part of these financial statements.

**Southern Waste Holdings Management, LLC,
Southern Waste Systems Holdings, LP and Affiliates
Consolidated Statement of Operations
For the Year Ended December 31, 2011**

Revenues	\$ 72,492,309
Cost of Revenues	<u>51,910,013</u>
Gross Profit	20,582,296
Operating Expenses	
Selling, General and Administrative	<u>12,101,036</u>
Income from Operations	8,481,260
Other Income (Expense)	
Rental Income	343,061
Expenses - Rental Properties/Consulting	(1,039,175)
Depreciation Expenses - Rental Properties	(1,091,939)
Interest Expense	(289,765)
Gain on Disposition of Property & Equipment	257,911
Impairment of Goodwill	(515,000)
Lawsuit Settlement Expenses	(15,585)
Other Income	<u>91,384</u>
Net Other Income (Expense)	<u>(2,259,108)</u>
Net Income Including Non-Controlling Interests	6,222,152
Non-Controlling Interests	<u>46,921</u>
Net Income - Controlling Interests	<u>\$ 6,175,231</u>
Earnings Before Interest, Taxes, Depreciation and Amortization (EBITDA)	<u>\$ 15,776,403</u>

The accompanying notes are an integral part of these financial statements.

**Southern Waste Holdings Management, LLC,
 Southern Waste Systems Holdings, LP and Affiliates
 Consolidated Statement of Changes in Members' Equity
 and Partners' Capital
 For the Year Ended December 31, 2011**

Members' Equity and Partners' Capital	
January 1, 2011	\$ 43,662,911
Non - Controlling Interest in Members' Equity	
August 9, 2011	11,521,310
Distributions	(6,102,858)
Net Income	<u>6,222,152</u>
Total Members' Equity and Partners' Capital	
December 31, 2011	55,303,515
Non - Controlling Interest in Members' Equity	
December 31, 2011	<u>18,795,117</u>
Members' Equity and Partners' Capital - Controlling Interest	
December 31, 2011	<u>\$ 36,508,398</u>

The accompanying notes are an integral part of these financial statements.

**Southern Waste Holdings Management, LLC,
Southern Waste Systems Holdings, LP and Affiliates
Consolidated Statement of Cash Flows
For the Year Ended December 31, 2011**

Cash Flows from Operating Activities	
Net Income	\$ 6,222,152
Adjustments to reconcile Net Income to net cash provided by operating activities	
Depreciation and Amortization	9,264,486
Impairment of Goodwill	515,000
Gain on Disposition of Property and Equipment	257,911
Decrease (Increase) in Operating Assets	
Accounts Receivable	(2,270,918)
Other Receivables	(1,028,089)
Employee Loans Receivable	(282,289)
Assets Held for Resale	(480,950)
Inventory	(5,180)
Prepaid Expenses	(33,073)
Other Assets	(75,018)
Deposits	(28,073)
Increase (Decrease) in Operating Liabilities	
Accounts Payable	476,372
Bank Overdrafts	1,768,298
Accrued Expenses	(194,876)
Accrued Interest	29,319
Accrued Asset Acquisition Costs	(647,066)
Accrued Insurance Claims	(3,624)
Deferred Revenue	68,246
Total Adjustments	<u>7,330,476</u>
Net Cash Provided By Operating Activities	13,552,628
Cash Flows From Investing Activities	
Acquisition of Depreciable Assets not yet Placed in Service	(4,234,874)
Capital Asset Acquisitions	(18,330,318)
Intangible Asset Acquisitions	(85,692)
Proceeds from Disposition of Property and Equipment	<u>66,240</u>
Net Cash Used By Investing Activities	(22,584,644)

The accompanying notes are an integral part of these financial statements.

**Southern Waste Holdings Management, LLC,
Southern Waste Systems Holdings, LP and Affiliates
Consolidated Statement of Cash Flows
For the Year Ended December 31, 2011**

Cash Flows From Financing Activities	
Proceeds from Long Term Debt	524,010
Repayment of Long Term Debt	(327,431)
Member Loan Repayment	2,030,226
Net Borrowings on Line of Credit	12,673,876
Cash Distributions	(1,431,179)
Payment of Distributions Payable	(7,811,319)
Loan from Member	<u>3,530,577</u>
Net Cash Provided By Financing Activities	<u>9,188,760</u>
Net Increase in Cash and Cash Equivalents	156,744
Cash and Cash Equivalents at Beginning of Period	714,110
Cash from Inclusion of VIE (NOTE 1)	<u>236,121</u>
Cash and Cash Equivalents at End of Period	<u>\$ 1,106,975</u>

The accompanying notes are an integral part of these financial statements.

**Southern Waste Holdings Management, LLC,
Southern Waste Systems Holdings, LP and Affiliates
Notes to Consolidated Financial Statements
December 31, 2011**

**NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT
ACCOUNTING POLICIES**

Organization

The accompanying consolidated financial statements include the accounts of Southern Waste Holdings Management, LLC; Southern Waste Systems Holdings, LP; Southern Waste Systems, LLC; Sun Recycling, LLC; 790 Hillbrath Drive, LLC; Southern Waste Systems, LTD; Southern Aviation Systems, LLC; 11216, LLC; 11316, LLC; 11714, LLC; Palm City Transfer & Recycling, Inc.; Caledonian Indemnity SP 134, Southern Consulting Services, LLC; SWS National Accounts, LLC; Environmental Demolition Partners, LLC and Southern Waste Systems of Long Island, LLC (the Companies), which are affiliated by majority ownership and/or control. All significant intercompany transactions and balances have been eliminated.

The Companies own and operate material recovery facilities, yard-waste facilities and an enclosed transfer station that also serves as the corporate offices. The Companies have been recognized by industry publications for employing Clean-Tech Technologies, which encompass knowledge-based technologies, products and services that optimize the use of natural resources while reducing ecological impact and adding economic value by significantly lowering costs and improving profitability. In short, Clean-Tech Technologies are more efficient and pollute less. The facilities are located in Dade, Broward and Palm Beach Counties, Florida and Long Island, New York.

The Companies and their business operations are summarized as follows:

Southern Waste Holdings Management, LLC was organized in the State of Delaware on December 27, 2005. The Company is the General Partner and owns a 1% equity interest of Southern Waste Systems Holdings, LP and Southern Waste Systems, LTD. Additionally the Company owns a 1% interest and is the Managing Member of Southern Waste Systems, LLC, Sun Recycling, LLC and Southern Waste Systems of Long Island, LLC.

Southern Waste Systems Holdings, LP was organized in the State of Delaware on December 30, 2005 and is the 99% owner of Southern Waste Systems, LLC, Sun Recycling, LLC, and Southern Waste Systems, LTD and Southern Waste Systems of Long Island, LLC. The Company also owns 100% of Environmental Demolition Partners, LLC.

Southern Waste Systems, LLC was organized in the State of Florida on July 22, 1999. Southern Waste Systems, LLC collects and disposes of construction and demolition debris in Southeast Florida.

**Southern Waste Holdings Management, LLC,
Southern Waste Systems Holdings, LP and Affiliates
Notes to Consolidated Financial Statements
December 31, 2011**

**NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT
ACCOUNTING POLICIES (CONTINUED)**

Sun Recycling, LLC was organized in the State of Florida on January 26, 2000. Sun Recycling, LLC recycles construction and demolition debris in Southeast Florida.

Southern Waste Systems, LTD was organized in the State of Florida on June 24, 1999 and owns land and improvements in Southeast, Florida that are leased to Sun Recycling, LLC.

790 Hillbrath Drive, LLC, a wholly owned subsidiary of Southern Waste Systems, LTD, was organized in the State of Florida on November 13, 2000 and owns land, buildings and improvements in Lantana, Florida that are leased to Southern Waste Systems, LLC and Sun Recycling, LLC.

Southern Aviation Systems, LLC, a wholly owned subsidiary of Southern Waste Systems, LLC, was organized in the State of Florida on October 13, 2005 and owns a helicopter. The helicopter is used to provide aviation services to the Companies.

11216, LLC, 11316, LLC and 11714, LLC, wholly owned subsidiaries of Southern Waste Systems, LTD, were organized in the State of Florida on June 22, 2007 and own residential real estate. The properties are occupied by officers of the Companies at fair market value rents.

Palm City Transfer & Recycling, Inc., a wholly owned subsidiary of Sun Recycling, LLC, was incorporated in the State of Florida on July 11, 2001 and recycles construction and demolition debris in Southeast Florida. The company was liquidated August 15, 2011.

Caledonian Indemnity SP 134, a wholly owned subsidiary of Southern Waste Systems, LLC, was organized in the Cayman Islands on January 1, 2007 and provides workers' compensation reinsurance of the Companies primary policy up to specified limits.

Southern Consulting Services, LLC, a wholly owned subsidiary of Southern Waste Systems, LLC, was organized in the State of Florida on July 15, 2011 and provides consulting services.

SWS National Accounts, LLC, a wholly owned subsidiary of Southern Waste Systems, LLC, was organized in the State of Florida on August 11, 2011.

Environmental Demolition Partners, LLC was organized in the State of Florida on May 6, 2010 and performs demolition services in Southeast Florida.

**Southern Waste Holdings Management, LLC,
Southern Waste Systems Holdings, LP and Affiliates
Notes to Consolidated Financial Statements
December 31, 2011**

**NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT
ACCOUNTING POLICIES (CONTINUED)**

Southern Waste Systems of Long Island, LLC was organized in the State of New York on April 29, 2011 and is 60% owner of Shelter Island Environmental Services, LLC, which collects municipal solid waste in New York.

Variable Interest Entity

Certain entities in which the equity investors do not have the characteristics of a controlling financial interest or do not have sufficient equity at risk for the entity to finance its activities without additional subordinated financial support from other parties are deemed to be variable interest entities (VIEs). The controlling financial interest in a VIE may be achieved through arrangements that do not involve voting interests.

FASB ASC 810-10 requires a VIE to be consolidated by its primary beneficiary. Beginning August 9, 2011, the Companies are the primary beneficiary of Prime Realty Capital, LLC, a VIE, whose main business activity includes the rental of office and warehouse space to the Companies. Primarily because of the common control and the close interrelationship between these entities, the Company concluded that consolidation better presents the substance of the relationship between these entities than presenting financial information for these entities separately. Accordingly, the assets, liabilities, revenues and expenses of the affiliate have been included in the accompanying consolidated financial statements. Generally, the non-controlling interest in equity and net income consists of equity and net income of the VIE, and the controlling interest in equity and net income consists of equity and net income of the Companies.

Cash and Cash Equivalents

Cash and cash equivalents include all highly liquid investments with original maturities of three months or less at the time of purchase.

Accounts Receivable

Accounts receivable are recorded at fair value on the date the companies are entitled to the invoice. The Companies provide allowances for doubtful accounts for estimated losses resulting from the inability of its customers to satisfy their obligation. The Companies estimate the allowance for doubtful accounts based on historical collection experience, current trends, credit policies and reviews of open accounts.

Intangible Assets

Intangible assets consist of permits and covenants not to compete. The permits and covenants are amortized using the straight-line method over their estimated useful lives, usually ten years or less.

**Southern Waste Holdings Management, LLC,
Southern Waste Systems Holdings, LP and Affiliates
Notes to Consolidated Financial Statements
December 31, 2011**

Property, Plant and Equipment

Property and equipment are carried at cost. Depreciation is provided on a straight-line basis over the estimated useful lives of the related assets. The estimated useful lives of equipment, vehicles, furniture and fixtures range from three to ten years. Buildings and improvements have estimated useful lives of twenty to thirty nine years. When assets are retired or otherwise disposed of, the assets and related allowances for depreciation are eliminated from their respective accounts and any resulting gain or loss is reflected in net income. Repairs and maintenance charges that do not increase the useful lives of the assets are charged to operations as incurred.

Goodwill

Goodwill is the cost in excess of fair value of identifiable assets of acquired businesses and had been amortized through December 31, 2001. In July 2001 the FASB issued SFAS No. 141, *Business Combinations* and SFAS No. 142, *Goodwill and Other Intangible Assets*, effective for years beginning after December 15, 2001. These standards modified the accounting rules related to accounting for business combinations, amortization of intangible assets and the method of accounting for impairment. Under SFAS No. 142, goodwill and intangible assets deemed to have indefinite lives will no longer be amortized but will be subject to annual impairment tests. Impairment of \$515,000 has been recorded for the year ended December 31, 2011.

Revenue Recognition

The Companies recognize revenue from collection, transfer, recycling and disposal as services are provided. Certain customers are billed in advance and, accordingly, recognition of the related revenues is deferred until the services are provided. Revenues from the sale of recyclable materials are recognized upon shipment.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make certain estimates and assumptions that affect certain reported amounts of assets, liabilities, revenues and expenses, and related disclosures of contingent assets and liabilities. Accordingly, actual results could differ from these estimates.

Advertising

The company expenses advertising costs as they are incurred. Advertising expenses aggregated \$241,961 for the year ended December 31, 2011.

**Southern Waste Holdings Management, LLC,
Southern Waste Systems Holdings, LP and Affiliates
Notes to Consolidated Financial Statements
December 31, 2011**

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

The Companies (with the exception of Palm City Transfer & Recycling, Inc.) are treated as partnerships for federal income tax purposes and are not subject to federal or state income taxes. Therefore, no income tax provision has been recorded in the accompanying financial statements. The members and partners of the Companies are taxed on their respective shares of the Companies' earnings. Palm City Transfer & Recycling, Inc. was a C-corporation with no material income tax consequences.

NOTE 2: ACCOUNTS RECEIVABLE

Components of accounts receivable as of December 31, 2011 were as follows:

Accounts receivable	\$ 9,439,183
Allowance for doubtful accounts	<u>(360,002)</u>
Accounts receivable, net	<u>\$ 9,079,181</u>

NOTE 3: ALLOWANCE FOR DOUBTFUL ACCOUNTS

Accounts receivable is presented in the Consolidated Balance Sheet net of estimated uncollectible amounts. The Company records an allowance for estimated uncollectible accounts in an amount approximating anticipated losses. Individual uncollectible accounts are written off against the allowance when collection of the individual accounts appears doubtful. Changes in the Allowance for Doubtful Accounts during the year ended December 31, 2011 were as follows:

Allowance for doubtful accounts, January 1	\$ 360,824
Additions charged to expenses	449,194
Reductions (charge offs)	(472,847)
Recoveries	22,831
Allowance for doubtful accounts, December 31	<u>\$ 360,002</u>

NOTE 4: LOAN FROM MEMBER

The loan from member of \$3,530,577 as of December 31, 2011 represents an unsecured demand loan payable, bearing no interest to a managing member, Anthony Lomangino, from Southern Waste Systems, LLC.

**Southern Waste Holdings Management, LLC,
Southern Waste Systems Holdings, LP and Affiliates
Notes to Consolidated Financial Statements
December 31, 2011**

NOTE 5: PROPERTY, PLANT AND EQUIPMENT

At December 31, 2011, property, plant and equipment consisted of the following:

Land and improvements	\$ 27,162,666
Building and improvements	16,399,502
Equipment and vehicles	68,983,227
Furniture and fixtures	<u>1,861,820</u>
	114,407,215
Less accumulated depreciation	<u>(43,387,309)</u>
	<u>\$ 71,019,906</u>

Depreciation expense for the year ended December 31, 2011, was \$9,110,455.

NOTE 6: INTANGIBLE ASSETS

Intangible assets at December 31, 2011 consist of the following:

Covenants not to compete	\$ 690,982
Permits	851,531
Customer list	<u>104,160</u>
	1,646,673
Less accumulated amortization	<u>(987,715)</u>
	<u>\$ 658,958</u>
Goodwill	<u>\$ 8,496,262</u>

Amortization expense for the year ended December 31, 2011, was \$154,031.

NOTE 7: ENVIRONMENTAL LIABILITY

The Companies may be subject to potential liability for environmental damage, including personal injury and property damage, which its operations may cause. The Companies may be potentially liable for damage resulting from conditions existing before properties were acquired. Any substantial liability incurred by the Companies arising from environmental damage could have a material adverse effect on the Companies' business.

NOTE 8: LINE OF CREDIT

Revolving line of credit borrowing agreement for \$35,000,000 with Comerica Financing, interest of 1.80% over a LIBOR based rate payable monthly on the outstanding principal balance maturing on October 1, 2015. Principal balance at December 31, 2011.

\$ 26,404,962

**Southern Waste Holdings Management, LLC,
Southern Waste Systems Holdings, LP and Affiliates
Notes to Consolidated Financial Statements
December 31, 2011**

NOTE 9: NOTES PAYABLE

Notes payable as of December 31, 2011 consists of the following:

Note payable to A.F. Dozer, Inc. and A.F. Roll off, Inc., payable in quarterly installments of \$64,500 including interest at 7.25% through October 2010. Payments that are due have not been made. Management has elected to suspend payment pending the outcome of litigation.	\$ 600,000
Unsecured note payable to former member for buy-out, payable in monthly installments of \$16,356 including interest at 4.57% maturing March 28, 2014. Payments that are due have not been made. Management has elected to suspend payment pending the outcome of litigation with the payee -- Ahron Farache.	1,579,000
Note payable to Land Rover Financial Group, payable in monthly installments of \$2,438 including interest at 0.9%, maturing September 2014, secured by machinery and equipment.	76,763
Note Payable to Land Rover Financial Group, payable in monthly installments of \$1,910 including interest at 0.9%, maturing October 2014, secured by machinery and equipment.	62,046
Note payable to BMW Financial Services, payable in monthly installments of \$2,477 including interest at 0%, maturing April 2012, secured by machinery and equipment. According to APB-21, interest should be imputed using the interest rate prevailing as of each note's origination date. The effect of this departure from GAAP on the financial statement is immaterial.	14,862
	2,332,671
Less current portion	1,826,027
	\$ 506,644

Maturities of notes payable at December 31, 2011 are as follows:

2012	\$	1,826,027
2013		232,407
2014		225,542
2015		48,695
2016		-0-
Thereafter		-0-
	\$	2,332,671

**Southern Waste Holdings Management, LLC,
Southern Waste Systems Holdings, LP and Affiliates
Notes to Consolidated Financial Statements
December 31, 2011**

NOTE 10: ACCRUED INSURANCE CLAIMS

Included under the caption, other operating companies, is Caledonian Indemnity SP 134 which had actual and projected insurance claims & expenses in the amount of \$1,163,099 during 2011 of which \$802,790 was accrued at December 31, 2011.

NOTE 11: DISTRIBUTIONS PAYABLE

Distributions payable as of December 31, 2011 represent declared distributions not yet paid from Southern Waste Systems Holdings, LP to the Anthony Lomangino Grantor Retained Annuity Trust, a limited partner.

NOTE 12: COMMITMENTS AND CONTINGENCIES

The Company is periodically subject to claims and lawsuits that arise in the ordinary course of business. Management believes that any losses resulting from such matters would be covered in whole or in part by the Company's liability insurance policies and would not have a material effect on the financial position or net income of the Company.

The Company is involved in a Captive Insurance arrangement for its workers compensation insurance. It is required to carry a line of credit of approximately \$2,000,000 to cover the potential liability that may arise from workers compensation insurance claims.

NOTE 13: CONCENTRATIONS OF CREDIT RISK

At times during 2011, the Company maintained in excess of \$250,000 of its cash and cash equivalents at one bank. A potential loss exposure exists to the extent of any uninsured deposits in excess of this amount that are maintained at an individual bank. Management believes the possibility of this loss exposure is remote. With respect to accounts receivable, the Company extends credit to its customers for services provided without collateral. Less than 20% of the Companies' revenues are generated by its top ten customers.

NOTE 14: SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

The statement of cash flows for the year ended December 31 contains cash paid during the year for:

Interest	\$ <u>260,246</u>
----------	-------------------

**Southern Waste Holdings Management, LLC,
Southern Waste Systems Holdings, LP and Affiliates
Notes to Consolidated Financial Statements
December 31, 2011**

Non-Cash Operating, Investing and Financing Transactions

During 2011 the companies had the following non-cash transactions related to the inclusion of a variable interest entity (NOTE 1) in the consolidated financial statements: Increases in loans receivable \$360,731, land and building \$11,019,171 and accrued expenses \$94,713.

During 2011 the Companies had non-cash distributions of \$4,671,679 that were declared to partners. This was comprised of decreases in Employee Loans of \$282,289, Intercompany Loan of \$40,071 and Distributions Payable of \$4,349,319.

NOTE 15: ACQUISITION

January 1, 2011, Southern Waste Systems Holdings, LP acquired Environmental Demolition Partners, LLC (EDP, LLC).

As a result, Member's Equity and Partners' Capital was affected as follows:

Beginning Members' Equity and Partners' Capital - the Companies	\$ 43,710,564
Beginning Members' Deficit - EDP, LLC	<u>(47,653)</u>
Restated Beginning Members' Equity and Partners' Equity	<u>\$ 43,662,911</u>

NOTE 16: EARNINGS BEFORE INTEREST, TAXES, DEPRECIATION AND AMORTIZATION (EBITDA)

The calculation of EBITDA (which is herein provided at the request of management) is as follows:

Net income	\$ 6,222,152
Interest expense	289,765
Depreciation	9,110,455
Amortization	<u>154,031</u>
	<u>\$ 15,776,403</u>

NOTE 17: SUBSEQUENT EVENTS

The Company has evaluated subsequent events occurring after the consolidated balance sheet date of December 31, 2011 through the date of May 31, 2012, which is the date the consolidated financial statements were available to be issued. Based on this evaluation, the Company has determined that no subsequent events have occurred, which require disclosure in the financial statements.



Financials
Bergson



4699 Nob Hill Road
Sunrise, FL 33351

CAPITAL BANK

Phone: 954.393.1504
Fax: 954.748.6222

May 23, 2013

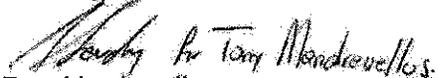
City of Deerfield Beach
Purchasing Division
401 SW 4th Street
Deerfield Beach, FL 33441

To Whom It May Concern:

Bergeron Land Development, Inc. currently has a secured line of credit with Capital Bank with maximum borrowings up to \$5,000,000 with interest rate at the Wall Street Journal Prime rate (3.25%). Borrowings on this line are secured by substantially all of the Company's assets as well as 1st Real Estate Mortgage on its headquarters located in Ft. Lauderdale, Florida.

The line of credit has been handled as agreed and is currently in good standing.

Sincerely,


Tony Mandravellos
SVP / Corporate & Commercial Lending

**BERGERON LAND DEVELOPMENT, INC.
AND SUBSIDIARIES AND
BERGERON SAND & ROCK MINING, INC.**

COMBINED FINANCIAL STATEMENTS

December 31, 2011

BERGERON LAND DEVELOPMENT, INC.
AND SUBSIDIARIES AND
BERGERON SAND & ROCK MINING, INC.

COMBINED FINANCIAL STATEMENTS

December 31, 2011

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INDEPENDENT AUDITORS' REPORT

www.bdpb.com

To the Board of Directors and Shareholders of
Bergeron Land Development, Inc.
and Bergeron Sand & Rock Mining, Inc.

We have audited the accompanying combined balance sheet of Bergeron Land Development, Inc. and Subsidiaries and Bergeron Sand & Rock Mining, Inc. as of December 31, 2011, and the related combined statements of income, shareholders' equity and cash flows for the year then ended. These combined financial statements are the responsibility of the Companies' management. Our responsibility is to express an opinion on these combined financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the combined financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the combined financial position of Bergeron Land Development, Inc. and Subsidiaries and Bergeron Sand & Rock Mining, Inc. as of December 31, 2011, and the combined results of their operations and their cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Our audit was made for the purpose of forming an opinion on the combined financial statements as a whole. The supplemental information (pages 24-28) is presented for purposes of additional analysis and is not a required part of the combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. This information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the combined financial statements as a whole.

Berkowitz Dick Pollack & Brant LLP

Miami, Florida
April 24, 2012

BERGERON LAND DEVELOPMENT, INC.
AND SUBSIDIARIES AND
BERGERON SAND & ROCK MINING, INC.

COMBINED BALANCE SHEET

DECEMBER 31, 2011

ASSETS

CURRENT ASSETS:

Cash and cash equivalents	\$ 6,747,323
Current portion of accounts receivable:	
Contracts receivable, net	2,027,208
Other - related parties	117,206
Costs and estimated earnings in excess of billings	5,145,357
Inventories	46,615
Prepaid expenses and other current assets	56,506
TOTAL CURRENT ASSETS	<u>14,140,215</u>

ACCOUNTS RECEIVABLE, less current portion 1,529,212

PROPERTY AND EQUIPMENT, net 4,794,126

TOTAL ASSETS \$ 20,463,553

LIABILITIES AND SHAREHOLDERS' EQUITY

CURRENT LIABILITIES:

Line of credit	\$ 3,432,931
Current maturities of long-term debt	25,563
Accounts payable	2,653,913
Accrued expenses	604,217
Current portion of retainage payable	76,886
TOTAL CURRENT LIABILITIES	<u>6,793,510</u>

RETAINAGE PAYABLE, less current portion 1,265,400
TOTAL LIABILITIES 8,058,910

COMMITMENTS AND CONTINGENCIES

SHAREHOLDERS' EQUITY 12,404,643

TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY \$ 20,463,553

See notes to combined financial statements.

BERGERON LAND DEVELOPMENT, INC.
AND SUBSIDIARIES AND
BERGERON SAND & ROCK MINING, INC.

COMBINED STATEMENT OF INCOME

YEAR ENDED DECEMBER 31, 2011

REVENUES FROM CONTRACTS	\$ 44,916,011
COST OF REVENUES FROM CONTRACTS	<u>41,890,698</u>
GROSS PROFIT FROM CONTRACTS	3,025,313
GENERAL AND ADMINISTRATIVE EXPENSES	<u>2,905,155</u>
INCOME FROM OPERATIONS	<u>120,158</u>
OTHER INCOME (EXPENSE):	
Self storage rental income, net of depreciation and real estate taxes	264,637
Other rental income	78,188
Gain on sale of fixed assets	137,858
Interest income	64,039
Loss on sale of securities	(57,181)
Interest expense	<u>(72,560)</u>
TOTAL OTHER INCOME (EXPENSE), net	<u>414,981</u>
NET INCOME	<u>\$ 535,139</u>

See notes to combined financial statements.

BERGERON LAND DEVELOPMENT, INC.
AND SUBSIDIARIES AND
BERGERON SAND & ROCK MINING, INC.

COMBINED STATEMENT OF SHAREHOLDERS' EQUITY

YEAR ENDED DECEMBER 31, 2011

	Common Stock	Additional Paid-in Capital	(Accumulated Deficit)	Accumulated Other Comprehensive Loss	Total	Comprehensive Income
BALANCE, BEGINNING OF YEAR	\$ 10,000	\$ 16,388,407	\$ (10,778,903)	\$ (101,877)	\$ 5,517,627	
NET INCOME	-	-	535,139	-	535,139	\$ 535,139
OTHER COMPREHENSIVE INCOME:						
Holding gains arising during the year	-	-	-	44,696	44,696	44,696
Reclassification of loss on sale of available for sale securities to earnings	-	-	-	57,181	57,181	57,181
COMPREHENSIVE INCOME						\$ 637,016
CONTRIBUTIONS FROM SHAREHOLDERS		6,250,000			6,250,000	
BALANCE, END OF YEAR	\$ 10,000	\$ 22,638,407	\$ (10,243,764)	\$ -	\$ 12,404,643	

See notes to combined financial statements.

BERGERON LAND DEVELOPMENT, INC.
AND SUBSIDIARIES AND
BERGERON SAND & ROCK MINING, INC.

COMBINED STATEMENT OF CASH FLOWS

YEAR ENDED DECEMBER 31, 2011

CASH FLOWS FROM OPERATING ACTIVITIES:

Net income	\$ <u>535,139</u>
Adjustments to reconcile net income to net cash used in operating activities:	
Depreciation	1,000,654
Change in provision for loss on uncompleted contracts	(25,937)
Gain on sale of equipment	(137,858)
Loss on sale of securities	57,181
Changes in assets and liabilities:	
Contracts receivable	2,353,972
Other receivables	30,999
Costs and estimated earnings in excess of billings	(4,564,878)
Inventories	1,185
Accounts payable	(1,857,951)
Accrued expenses	(11,747)
Retainage payable	1,120,485
Billings in excess of costs and estimated earnings	(4,624,726)
TOTAL ADJUSTMENTS	<u>(6,658,621)</u>
 NET CASH USED IN OPERATING ACTIVITIES	 <u>(6,123,482)</u>

CASH FLOWS FROM INVESTING ACTIVITIES:

Purchase of securities	(64,409)
Proceeds from sale of securities	2,032,776
Purchase of equipment	(265,652)
Proceeds from sale of equipment	<u>154,583</u>
 NET CASH PROVIDED BY INVESTING ACTIVITIES	 <u>1,857,298</u>

CASH FLOWS FROM FINANCING ACTIVITIES:

Contributions from shareholders	6,250,000
Net borrowings on line of credit	3,432,931
Repayments of long-term debt	<u>(158,077)</u>
 NET CASH PROVIDED BY FINANCING ACTIVITIES	 <u>9,524,854</u>

BERGERON LAND DEVELOPMENT, INC.
AND SUBSIDIARIES AND
BERGERON SAND & ROCK MINING, INC.

COMBINED STATEMENT OF CASH FLOWS--Continued

NET INCREASE IN CASH AND CASH EQUIVALENTS	5,258,670
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	<u>1,488,653</u>
CASH AND CASH EQUIVALENTS AT END OF YEAR	<u>\$ 6,747,323</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:	
Cash paid during the year for interest	<u>\$ 72,560</u>

See notes to combined financial statements.

**BERGERON LAND DEVELOPMENT, INC.
AND SUBSIDIARIES AND
BERGERON SAND & ROCK MINING, INC.**

NOTES TO COMBINED FINANCIAL STATEMENTS

December 31, 2011

NOTE A—THE COMPANIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Companies: Bergeron Land Development, Inc. and Subsidiaries (“Bergeron”) and Bergeron Sand & Rock Mining, Inc. (“Sand”) (collectively, the “Companies”) are engineering and construction contractors, deriving their revenues principally from land development, highway construction, and debris cleanup services. The Companies’ contract – bid work is principally with governmental and taxing districts throughout the State of Florida.

On December 24, 1998, Bergeron Land Development of Central Florida, Inc. (“Bergeron Central”) was incorporated as a wholly-owned subsidiary of Bergeron Land Development, Inc. Bergeron Central assumed all the activities relating to Bergeron Land Development, Inc.’s operations in the Central Florida region.

On April 14, 2006, Bergeron Emergency Services, Inc. (“BES”) was incorporated as a wholly-owned subsidiary of Bergeron Land Development, Inc. BES assumed all marketing and contract bidding activities for debris cleanup services.

Principles of Combination and Basis of Presentation: The combined financial statements include the consolidated accounts of Bergeron (which is comprised of Bergeron Land Development, Inc. and its wholly-owned subsidiaries, Bergeron Central and BES) and Sand. All material intercompany account balances and transactions are eliminated in consolidation and combination.

Revenue and Cost Recognition: The Companies account for contract revenues and related costs of construction under the percentage-of-completion method. Under this method of accounting, contract revenues are recognized based on the ratio of costs incurred to date to the total estimated costs on each individual contract. The Companies consider contracts in progress final when they receive a release of lien from the customers. Periodic revisions to contract costs are provided as necessary.

**BERGERON LAND DEVELOPMENT, INC.
AND SUBSIDIARIES AND
BERGERON SAND & ROCK MINING, INC.**

NOTES TO COMBINED FINANCIAL STATEMENTS--Continued

NOTE A--THE COMPANIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES--Continued

Revenue and Cost Recognition--Continued: Contract costs include all direct material, labor costs, and subcontracts and those indirect costs related to contract performance, such as indirect labor, supplies, tools; repairs and depreciation. General and administrative costs, including pre-contract costs, are charged to expense as incurred.

The Companies segment contracts into multiple profit centers when the applicable criterion is met pursuant to accounting principles generally accepted in the United States of America ("GAAP"). In February 2010, Bergeron commenced work as a subcontractor on Segment C of the I-595 Roadway Improvements Project contract (the "Contract") located in Broward County, Florida. Management determined that the Contract met the applicable criterion for segmenting, and accordingly, segmented the Contract into two phases: Phase I and Phase II. Phase I of the Contract was completed during the year ended December 31, 2010. Revenues and related costs for Phase II are included in the accompanying statement of income and the supplemental schedule of contract activity.

Provisions for estimated losses on contracts in progress are made in the period in which such losses are determined. Changes in job performance, job conditions and estimated profitability, including those arising from contract penalty provisions, may result in revisions to costs and revenues and are recognized in the period in which the revisions are determined.

During the year ended December 31, 2011, Bergeron determined that significant scope modifications to Phase II of the Contract were required to meet the current design specifications under the Contract. These scope modifications were discussed with the Contract Owner prior to performance of the original work. Subsequently, the Contract Owner has failed to acknowledge these scope changes. Bergeron is currently pursuing an equitable adjustment to the contract price through the enforcement of dispute resolution provisions contained in the Contract. Bergeron determined that the recognition of these claims in contract revenues is appropriate due to Bergeron's legal basis for the claims, the specific circumstances that caused the claims, the identification of additional costs incurred and the quality of the evidence supporting the claims. As a result, approximately \$6,840,000 and \$4,114,000 were added to the contract price and estimated contract cost of Phase II of the Contract, respectively. These claims resulted in the recognition of an additional \$445,000 in gross profit for the year ended December 31, 2011.

BERGERON LAND DEVELOPMENT, INC.
AND SUBSIDIARIES AND
BERGERON SAND & ROCK MINING, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS--Continued

NOTE A--THE COMPANIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES--Continued

Revenue and Cost Recognition--Continued: Profit incentives are included in revenues when the Companies meet the agreed upon customer requirements.

Amounts related to final contract settlements are recorded when the amounts have been received or awarded. During the year ended December 31, 2011, the Companies received \$350,000 in final contract settlements.

The asset, "Costs and estimated earnings in excess of billings," represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings," represents billings in excess of revenues recognized.

BES provides debris cleanup services in connection with disaster recovery efforts. Cleanup services primarily consist of clearing vegetative debris from roadways and dumping it at disposal sites. Cleanup services are recognized as revenues when the services are provided. Related costs, such as subcontractors, labor costs, equipment and indirect costs, are charged to expense as incurred. The Company did not have any significant revenues, or related cost of revenues, attributed to debris clean-up services for the year ended December 31, 2011.

Cash and Cash Equivalents: The Companies' cash and cash equivalents include demand deposits and highly liquid debt instruments which are part of the Companies' cash management program and have original maturities of three months or less.

Investment in Securities: Debt and equity securities that are bought and held principally for the purpose of selling them in the near term are classified as trading securities and are reported at fair value, with unrealized and realized gains and losses included in current period earnings. The Companies currently have no securities classified as trading securities.

Debt securities that the Companies have a positive intent and ability to hold to maturity are classified as held to maturity securities and are reported at amortized cost. The Companies currently have no securities classified as held to maturity securities.

Debt and equity securities not classified as either held to maturity securities or trading securities are classified as available for sale securities and are reported at fair value, with unrealized gains or losses excluded from current period earnings and accounted for as other

BERGERON LAND DEVELOPMENT, INC.
AND SUBSIDIARIES AND
BERGERON SAND & ROCK MINING, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS--Continued

NOTE A--THE COMPANIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES--Continued

Investment in Securities--continued: comprehensive income (loss) and reported as a separate component of shareholders' equity until these gains or losses are realized. Realized gains and losses, determined on the basis of the cost of specific securities sold, are included in the accompanying combined statement of income. During the year ended December 31, 2011, the Companies sold all of their held for sale securities at a loss of \$57,181. As a result of the sale of securities, the loss of \$57,181, net of holding gains arising during the year of \$44,696 was reclassified from accumulated other comprehensive loss to comprehensive income during the year ended December 31, 2011.

Accounts Receivable: In the normal course of business, the Companies require payment from their customers within a term of 30 days. However, customers withhold a retainage amount on the contract receivable balance, which is paid upon completion of the contract. Management establishes a reserve for potential credit losses based on historical experience and any specific customer collection issues that have been identified. Management's reserves, when realized, have been within the range of management's allowance for doubtful accounts. The allowance for doubtful accounts was approximately \$25,000 at December 31, 2011.

Property and Equipment: Depreciation is provided using straight-line and accelerated methods over the estimated useful lives of the various classes of assets as follows:

Self storage facility and buildings and improvements	5-39 years
Furniture and fixtures	5 years
Machinery and equipment	5-7 years
Vehicles	5 years
Vessel	5 years

Long-lived Assets: Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate the related carrying amount may not be recoverable. When required, impairment losses on assets used are recognized based on the excess of the asset's carrying amount over the fair value of the asset. Long-lived assets to be disposed of are reported at the lower of the carrying amount or the fair value less cost to sell. During the year ended December 31, 2011, management determined that the long-lived assets were not impaired.

BERGERON LAND DEVELOPMENT, INC.
AND SUBSIDIARIES AND
BERGERON SAND & ROCK MINING, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS--Continued

NOTE A--THE COMPANIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES--Continued

Fair Value Measurements--continued: In accordance with GAAP, the Companies define fair value as the price that would be received to sell an asset or the price paid to transfer a liability in an orderly transaction between market participants at the measurement date. GAAP establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability based on market data obtained from sources independent of the Companies. Unobservable inputs are inputs that reflect the Companies' assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances. The hierarchy is broken down into three levels based on the reliability of inputs as follows:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets.

Level 2: Inputs to the valuation methodology include:

- quoted prices for similar assets or liabilities in active markets;
- quoted prices for identical or similar assets or liabilities in inactive markets;
- inputs other than quoted prices that are observable for the asset or liability;
- inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

BERGERON LAND DEVELOPMENT, INC.
AND SUBSIDIARIES AND
BERGERON SAND & ROCK MINING, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS--Continued

NOTE A--THE COMPANIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES--Continued

Fair Value Measurements--continued: As of December 31, 2011, the Companies did not have any assets requiring fair value measurement on a recurring basis.

Advertising Costs: The Companies expense all advertising costs as they are incurred. Advertising costs amounted to approximately \$6,000 for the year ended December 31, 2011.

Sales Tax: The Companies collect and remit sales tax assessed by different governmental authorities that are both imposed on and concurrent with a revenue-producing transaction between the Companies and their clientele. The Companies report the collection of these taxes on a gross basis (included in revenues and cost of revenues). The amount of these taxes is not significant to the combined financial position or results of operations of the Companies.

Income Taxes: The Companies and their shareholders have elected to be treated as a "Small Business Corporation" for income tax purposes under Subchapter "S" of the Internal Revenue Code. In accordance with the provisions of such election, the Companies' income and losses pass through to their shareholders, and accordingly, no provision for income taxes has been made in the accompanying combined financial statements.

The Companies account for uncertainty in income taxes in accordance with GAAP, which requires recognition in the combined financial statements of a tax position only after determining that the relevant tax authority would more likely than not sustain the position following an audit. For tax positions meeting the more likely than not threshold, the amount recognized in the combined financial statements is the largest benefit that has a greater than 50 percent likelihood of being realized upon ultimate settlement with the relevant tax authority. The Companies have no material unrecognized tax benefits as of December 31, 2011. The Companies do not expect that unrecognized tax benefits will increase within the next twelve months. The Companies' tax returns for the years ended December 31, 2007 through 2010 remain subject to examination by major tax jurisdictions. The Companies recognize accrued interest and penalties related to uncertain tax positions as income tax expense.

Management Estimates: The preparation of the combined financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at December 31, 2011, the disclosure of contingent assets and liabilities and the reported revenues and expenses for the year then ended. Actual results could

BERGERON LAND DEVELOPMENT, INC.
AND SUBSIDIARIES AND
BERGERON SAND & ROCK MINING, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS--Continued

NOTE A--THE COMPANIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES--Continued

Management Estimates--continued: vary from the estimates made in the preparation of the combined financial statements. Revisions in estimated contract profits (losses) are made in the year in which circumstances requiring the revisions become known. The effect of changes in estimates of contract profits was to decrease income in 2011 by approximately \$335,000 from that which would have been reported had the revised estimate been used as the basis of recognition of contract profits (losses) in the preceding year.

Risks and Uncertainties: During the normal course of business, the Companies encounter significant economic and business risk. The Companies, as well as the construction industry as a whole, are affected by changes in economic conditions (such as interest rates, personal income, unemployment levels and consumer confidence) and operate in an intensely competitive environment. In addition, the Companies enter into fixed-price contracts under competitive bidding which requires them to make estimates of total costs and estimated gross profits. Changes in job performance, job conditions, estimated profitability, and the economic environment and market conditions may result in revisions to costs and revenues. Any adjustments that ultimately may be made because of inherent uncertainties in estimating costs could have a material impact on the combined financial statements.

Subsequent Events: The Companies have evaluated subsequent events and transactions for potential recognition or disclosure in the combined financial statements through April 24, 2012, the date the combined financial statements were available to be issued.

Recent Accounting Pronouncements: In December 2011, the FASB issued ASU No. 2011-12, *Comprehensive Income (Topic 220): Deferral of the Effective Date for Amendments to the Presentation of Reclassifications of Items Out of Accumulated Other Comprehensive Income in Accounting Standards Update No. 2011-05*. The amendments of this ASU are effective at the same time as the amendments in ASU No. 2011-05, *Comprehensive Income (Topic 220): Presentation of Comprehensive Income*, so that entities will not be required to comply with the presentation requirements in ASU No. 2011-05 that ASU No. 2011-12 is deferring. All other requirements in ASU No. 2011-05 are not affected by ASU No. 2011-12, including the requirement to report comprehensive income either in a single continuous financial statement or in two separate but consecutive financial statements. Nonpublic entities should begin applying these requirements for fiscal years ending after December 15, 2012, and interim and annual periods thereafter. The Companies do not believe the future adoption of ASU 2011-12 will have a significant impact on the Companies' combined financial statements.

BERGERON LAND DEVELOPMENT, INC.
AND SUBSIDIARIES AND
BERGERON SAND & ROCK MINING, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS--Continued

NOTE A--THE COMPANIES AND SUMMARY OF SIGNIFICANT ACCOUNTING
POLICIES--Continued

Recent Accounting Pronouncements--continued: In December 2011, the FASB issued ASU 2011-11, *Balance Sheet Disclosures relating to Offsetting Assets and Liabilities*. ASU 2011-11 amended ASC 210, Balance Sheet, to facilitate the comparison between disclosure guidance in GAAP and IFRS. The amendments will enhance disclosures required by GAAP by requiring improved information about financial instruments and derivative instruments that are either (1) offset in accordance with either ASC 210-20-45 or ASC 815-10-45 or (2) subject to an enforceable master netting arrangement or similar agreement, irrespective of whether they are offset in accordance with either ASC 210-20-45 or ASC 815-10-45. This information will enable users of an entity's financial statements to evaluate the effect or potential effect of netting arrangements on an entity's financial position, including the effect or potential effect of rights of setoff associated with certain financial instruments and derivative instruments. The amendment is to be applied retrospectively for all comparative periods presented and is effective for annual periods beginning after January 1, 2013. The Companies do not believe the future adoption of ASU 2011-11 will have a significant impact on the Companies' combined financial statements.

In June 2011, the FASB issued ASU No. 2011-05, *Comprehensive Income (Topic 220): Presentation of Comprehensive Income*. This ASU allows an entity the option to present the total of comprehensive income, the components of net income, and the components of other comprehensive income either in a single continuous statement of comprehensive income or in two separate but consecutive statements. In both choices, an entity is required to present each component of net income along with total net income, each component of other comprehensive income along with a total for other comprehensive income, and a total amount for comprehensive income. ASU 2011-05 eliminates the option to present the components of other comprehensive income as part of the statement of changes in stockholders' equity. The amendments to the Codification in the ASU do not change the items that must be reported in other comprehensive income or when an item of other comprehensive income must be reclassified to net income. ASU 2011-05 should be applied retrospectively. For nonpublic entities, the amendments are effective for fiscal years ending after December 15, 2012, and interim and annual periods thereafter. Early adoption is permitted. The Companies do not believe the future adoption of ASU 2011-05 will have a significant impact on the Companies' combined financial statements.

**BERGERON LAND DEVELOPMENT, INC.
AND SUBSIDIARIES AND
BERGERON SAND & ROCK MINING, INC.**

NOTES TO COMBINED FINANCIAL STATEMENTS--Continued

NOTE A--THE COMPANIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES--Continued

In May 2011, the FASB issued ASU No. 2011-04, *Fair Value Measurement (Topic 820): Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and IFRSs*. This ASU represents the converged guidance of the FASB and the IASB (the "Boards") on fair value measurement. The collective efforts of the Boards and their staffs, reflected in ASU 2011-04, have resulted in common requirements for measuring fair value and for disclosing information about fair value measurements, including a consistent meaning of the term "fair value." The Boards have concluded the common requirements will result in greater comparability of fair value measurements presented and disclosed in financial statements prepared in accordance with U.S. GAAP and IFRSs. The amendments to the FASB Accounting Standards Codification in this ASU are to be applied prospectively. For nonpublic entities, the amendments are effective for annual periods beginning after December 15, 2011. Nonpublic entities may apply the amendments in ASU 2011-04 early, but no earlier than for interim periods beginning after December 15, 2011. The Companies do not believe the future adoption of ASU 2011-04 will have a significant impact on the Companies' combined financial statements.

NOTE B--RELATED PARTY TRANSACTIONS

The Companies share common ownership and/or management and, in certain instances, engage in transactions with their shareholders and affiliates.

Contract revenues from affiliated companies totaled approximately \$1,104,000 during 2011. The gross loss on these projects in 2011 totaled approximately \$49,000. Accounts receivable due from these companies amounted to approximately \$30,000 (included in contracts receivable) as of December 31, 2011.

Sand leases a self storage facility to a company affiliated through common ownership. Monthly rental income ranges from \$40,000 to \$60,000 (Note M). For the year ended December 31, 2011, gross rental income was \$510,000. As of December 31, 2011, \$90,000 was due to Sand for such rentals (Note C).

**BERGERON LAND DEVELOPMENT, INC.
AND SUBSIDIARIES AND
BERGERON SAND & ROCK MINING, INC.**

NOTES TO COMBINED FINANCIAL STATEMENTS--Continued

NOTE C--ACCOUNTS RECEIVABLE

Contracts receivable consist of the following at December 31, 2011:

In progress	\$ 1,859,349
Completed	115,949
Retainage	<u>1,606,122</u>
	3,581,420
Less: allowance for doubtful accounts	<u>(25,000)</u>
	3,556,420
Less: current portion	<u>2,027,208</u>
Long-term portion	<u>\$ 1,529,212</u>

Retainage receivable of approximately \$1,529,000 is expected to be collected during the year ended December 31, 2013, when the respective contract is expected to be completed.

Accounts receivable - other, consists of amounts due from employees for payroll advances made during the year and self storage facility rental income receivable (Note B). These amounts totaled \$27,206 and \$90,000, respectively, as of December 31, 2011.

NOTE D--COSTS AND ESTIMATED EARNINGS ON CONTRACTS IN PROGRESS

Costs and estimated earnings on contracts in progress consist of the following at December 31, 2011:

Costs incurred on contracts in progress:	\$ 46,312,515
Estimated earnings on contracts in progress:	5,730,051
Less billings to date:	<u>(46,897,209)</u>
Costs and estimated earnings in excess of billings	<u>\$ 5,145,357</u>

**BERGERON LAND DEVELOPMENT, INC.
AND SUBSIDIARIES AND
BERGERON SAND & ROCK MINING, INC.**

NOTES TO COMBINED FINANCIAL STATEMENTS--Continued

NOTE E--PROPERTY AND EQUIPMENT

Property and equipment consists of the following at December 31, 2011:

Buildings and improvements	\$ 555,443
Self storage facility	3,494,956
Furniture and fixtures	388,032
Machinery and equipment	4,296,273
Vehicles	2,905,064
Vessel	<u>777,200</u>
	12,416,968
Less: accumulated depreciation	<u>(8,154,923)</u>
	4,262,045
Land	<u>532,081</u>
	<u>\$ 4,794,126</u>

Depreciation expense for the year ended December 31, 2011 amounted to \$1,000,654.

NOTE F--LINE OF CREDIT

Bergeron has a secured line of credit which permits maximum borrowings up to \$4,000,000, with interest at the Wall Street Journal prime rate (3.25% at December 31, 2011), with a floor of 3.75%. Interest on outstanding borrowings under this line of credit is payable monthly with the outstanding borrowings due in July 2012. Borrowings on this line are collateralized by substantially all of Bergeron's assets, as well as assignments of all rents and leases. As of December 31, 2011 \$3,432,931, was drawn on the line of credit.

The line of credit provides for up to \$1,500,000 in letters of credit to be issued and available against the line. As of December 31, 2011, a letter of credit in the amount of \$559,666 was issued (Note H). As a result, as of December 31, 2011, only an additional \$7,403 was available to be drawn on the line of credit.

The line of credit includes, among other requirements, certain financial covenants which require the Companies to maintain a minimum combined tangible net worth and a maximum loan to value ratio. Additionally, Sand and the majority shareholder of Bergeron and Sand guarantee the line of credit.

**BERGERON LAND DEVELOPMENT, INC.
AND SUBSIDIARIES AND
BERGERON SAND & ROCK MINING, INC.**

NOTES TO COMBINED FINANCIAL STATEMENTS--Continued

NOTE G--LONG-TERM DEBT

Current maturities of long-term debt consists of notes payable to various entities in varying monthly installments ranging from approximately \$1,300 to \$5,500, including interest at rates up to 2.35%, maturing at various dates through 2012 and collateralized by certain equipment.

NOTE H--COMMITMENTS AND CONTINGENCIES

Leases: The Companies rent construction equipment and vehicles, which are primarily utilized on their job sites. The remaining lease terms range from one to three years. The Companies also have numerous month-to-month equipment leases. Rental expense on all operating leases amounted to approximately \$689,000 for the year ended December 31, 2011.

Approximate minimum annual rental commitments for non-cancelable operating leases are as follows:

<u>Year ended December 31,</u>	
2012	\$ 231,000
2013	176,000
2014	<u>80,000</u>
	<u>\$ 487,000</u>

Litigation: The Companies are exposed to various asserted and unasserted potential claims encountered in the normal course of business. In the opinion of management, the resolution of these matters will not have a material adverse effect on the Companies' combined financial position or results of operations.

Environmental Matters: Substantially all of the Companies' facilities are subject to Federal, State and Local regulations in connection with oil and spirits storage tanks and the disposal of tires and batteries into the environment. Compliance with these provisions has not had, nor do the Companies expect such compliance to have, any material effect upon the capital expenditures, net income, combined financial condition or competitive position of the Companies. Management believes that its current practices and procedures for the control and disposition of such wastes comply with applicable Federal, State and Local requirements.

**BERGERON LAND DEVELOPMENT, INC.
AND SUBSIDIARIES AND
BERGERON SAND & ROCK MINING, INC.**

NOTES TO COMBINED FINANCIAL STATEMENTS--Continued

NOTE H--COMMITMENTS AND CONTINGENCIES--Continued

Letter of Credit: Bergeron has an irrevocable standby letter of credit ("LOC") of \$559,666, expiring in July 2012 (Note F). The LOC was issued in favor of Bergeron's workers compensation insurance program. No amounts have been drawn against the LOC.

NOTE I--SHAREHOLDERS' EQUITY

At December 31, 2011, Bergeron had 100 shares of common stock (par value of \$50) authorized, issued and outstanding.

At December 31, 2011, Sand had 50 shares of common stock (no par value) authorized and 6 shares issued and outstanding.

Combined shareholders' equity at December 31, 2011, consisted of the following:

	<u>Bergeron</u>	<u>Sand</u>	<u>Combined</u>
Common stock	\$ 5,000	\$ 5,000	\$ 10,000
Additional paid-in capital	16,461,492	6,176,915	22,638,407
Retained earnings (accumulated deficit)	<u>(10,810,410)</u>	<u>566,646</u>	<u>(10,243,764)</u>
Shareholders' equity at December 31, 2011	<u>\$ 5,656,082</u>	<u>\$ 6,748,561</u>	<u>\$ 12,404,643</u>

During the year ended December 31, 2011, one of Bergeron's shareholders contributed \$6,250,000, which is included in additional paid in capital.

NOTE J--MAJOR CUSTOMERS

Revenues from State and Local government contract and subcontract work were approximately \$42,602,000 for the year ended December 31, 2011. Contracts receivable and contract retainage due from the respective customers at December 31, 2011 amounted to approximately \$1,920,000 and \$1,532,000, respectively.

**BERGERON LAND DEVELOPMENT, INC.
AND SUBSIDIARIES AND
BERGERON SAND & ROCK MINING, INC.**

NOTES TO COMBINED FINANCIAL STATEMENTS--Continued

NOTE K--MAJOR VENDORS

Purchases from two of the Companies' suppliers amounted to approximately \$11,867,000 for the year ended December 31, 2011. Accounts payable and retainage payable due to these vendors at December 31, 2011 amounted to approximately \$1,009,000 and \$621,000, respectively.

NOTE L--CONCENTRATION OF CREDIT RISK

Financial instruments which potentially expose the Companies to concentrations of credit risk consist primarily of cash and cash equivalents and contracts receivable.

The Companies maintain cash accounts at various financial institutions where the accounts are insured by the Federal Deposit Insurance Corporation ("FDIC") up to \$250,000 per company and financial institution. To date, no losses have been incurred. As of December 31, 2011, the Companies maintained cash balances in these accounts in excess of the FDIC insured threshold of approximately \$7,585,000.

The Companies' contracts receivable from State and Local government contract and subcontract work were approximately \$3,452,000 at December 31, 2011.

NOTE M--SELF STORAGE FACILITY RENTAL

Sand owns a self storage facility whose operations are managed by Florida Secure Self Storage, Inc. ("Storage"), a company affiliated through common ownership. Sand entered into a lease agreement in 2001 with Storage whereby Storage is required to pay Sand the excess of rental revenues over operating expenses on a monthly basis. In 2011 lease payments to Sand ranged from approximately \$40,000 to \$60,000 per month (Note B). For the year ended December 31, 2011, the rental income from Storage amounted to \$264,637, net of depreciation and real estate taxes and is included in other income in the accompanying combined statement of income.

**BERGERON LAND DEVELOPMENT, INC.
AND SUBSIDIARIES AND
BERGERON SAND & ROCK MINING, INC.**

NOTES TO COMBINED FINANCIAL STATEMENTS--Continued

NOTE N--EMPLOYEE BENEFIT PLAN

The Companies participate in a defined contribution plan (the "Plan") covering substantially all of their employees. Employer contributions to the Plan are discretionary. The Companies contributed approximately \$27,000 to the Plan during 2011.

SUPPLEMENTAL INFORMATION

BERGERON LAND DEVELOPMENT, INC.
AND SUBSIDIARIES AND
BERGERON SAND & ROCK MINING, INC.

COMBINING BALANCE SHEETS

DECEMBER 31, 2011

	BERGERON LAND DEVELOPMENT, INC. AND SUBSIDIARIES	BERGERON SAND & ROCK MINING, INC.	ELIMINATIONS	COMBINED
ASSETS				
CURRENT ASSETS:				
Cash and cash equivalents	\$ 6,248,442	\$ 498,681	\$ -	\$ 6,747,323
Current portion of accounts receivable:				
Contracts receivable, net	2,027,208	-	-	2,027,208
Other - related parties	27,205	90,000	-	117,205
Costs and estimated earnings in excess of billings	5,145,357	-	-	5,145,357
Inventories	46,615	-	-	46,615
Prepaid expenses and other current assets	43,425	13,081	-	56,506
TOTAL CURRENT ASSETS	13,588,253	601,962	-	14,140,215
INTERCOMPANY BALANCES	(3,167,769)	3,167,769	-	-
ACCOUNTS RECEIVABLE, less current portion	1,529,212	-	-	1,529,212
PROPERTY AND EQUIPMENT:				
Buildings and improvements	555,443	-	-	555,443
Self-storage facility	-	3,494,956	-	3,494,956
Furniture and equipment	388,032	-	-	388,032
Machinery and equipment	4,295,273	-	-	4,295,273
Vehicles	2,905,064	-	-	2,905,064
Vessel	777,200	-	-	777,200
	8,922,012	3,494,956	-	12,416,968
Less: accumulated depreciation	(7,157,410)	(997,519)	-	(8,154,929)
	1,764,602	2,497,437	-	4,262,045
Land	15,250	516,831	-	532,081
PROPERTY AND EQUIPMENT, NET	1,779,852	3,014,274	-	4,794,126
TOTAL ASSETS	\$ 13,679,548	\$ 6,784,005	\$ -	\$ 20,463,553

BERGERON LAND DEVELOPMENT, INC.
AND SUBSIDIARIES AND
BERGERON SAND & ROCK MINING, INC.

COMBINING BALANCE SHEETS—continued

	BERGERON LAND DEVELOPMENT, INC. AND SUBSIDIARIES	BERGERON SAND & ROCK MINING, INC.	ELIMINATIONS	COMBINED
LIABILITIES AND SHAREHOLDERS' EQUITY				
CURRENT LIABILITIES:				
Line of credit	\$ 3,432,931	\$ -	\$ -	\$ 3,432,931
Current maturities of long-term debt	25,563	-	-	25,563
Accounts payable	2,618,469	35,444	-	2,653,913
Accrued expenses	684,217	-	-	684,217
Current portion of retainage payable	76,886	-	-	76,886
TOTAL CURRENT LIABILITIES	6,758,066	35,444	-	6,793,510
RETAINAGE PAYABLE, less current portion	1,265,400	-	-	1,265,400
TOTAL LIABILITIES	8,023,466	35,444	-	8,058,910
COMMITMENTS AND CONTINGENCIES				
SHAREHOLDERS' EQUITY:				
Common stock:				
\$50 par value; 100 shares authorized, issued and outstanding	5,000	-	-	5,000
No par value; 30 shares authorized, 6 shares issued and outstanding	-	5,000	-	5,000
Additional paid-in capital	16,461,492	6,176,915	-	22,638,407
Retained earnings (accumulated deficit)	(10,818,410)	566,646	-	(10,251,764)
TOTAL SHAREHOLDERS' EQUITY	5,656,082	6,748,561	-	12,404,643
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	\$ 13,679,548	\$ 6,784,005	\$ -	\$ 20,463,553

See accompanying independent auditors' report.

BERGERON LAND DEVELOPMENT, INC.
AND SUBSIDIARIES AND
BERGERON SAND & ROCK MINING, INC.
COMBINING STATEMENTS OF INCOME
YEAR ENDED DECEMBER 31, 2011

	BERGERON LAND DEVELOPMENT, INC. AND SUBSIDIARIES	BERGERON SAND & ROCK MINING, INC.	ELIMINATIONS	COMBINED
Revenues from contracts	\$ 44,916,011	\$ -	\$ -	\$ 44,916,011
Cost of revenues from contracts	<u>41,890,698</u>	<u>-</u>	<u>-</u>	<u>41,890,698</u>
GROSS PROFIT FROM CONTRACTS	3,025,313	-	-	3,025,313
General and administrative expenses	<u>2,860,781</u>	<u>44,374</u>	<u>-</u>	<u>2,905,155</u>
INCOME (LOSS) FROM OPERATIONS	164,532	(44,374)	-	120,158
Other income, net	<u>150,305</u>	<u>264,676</u>	<u>-</u>	<u>414,981</u>
NET INCOME	\$ 314,837	\$ 220,302	\$ -	\$ 535,139

See accompanying independent auditors' report.

BERGERON LAND DEVELOPMENT, INC.
AND SUBSIDIARIES AND
BERGERON SAND & ROCK MINING, INC.

COMBINED SCHEDULE OF EARNINGS (LOSSES) FROM CONTRACTS

YEAR ENDED DECEMBER 31, 2011

	<u>Revenues Earned</u>	<u>Cost of Revenues Earned</u>	<u>Gross Profit (Loss)</u>
Contracts in process at year-end	\$ 41,986,357	\$ 37,286,201	\$ 4,700,156
Contracts completed during the year	2,929,654	2,954,342	(24,688)
Unallocated indirect costs		1,650,155	(1,650,155)
	<u>\$ 44,916,011</u>	<u>\$ 41,890,698</u>	<u>\$ 3,025,313</u>

See accompanying independent auditors' report.



Guaranty

1

GUARANTOR ACKNOWLEDGMENT

Sun-Bergeron, JV (the "Proposer") has submitted herewith a Bid in response to the City of Deerfield Beach (City's) Invitation to Bid No. 2012-13/22 for Recyclables Processing Services ("the ITB").

The Guarantor identified below hereby certifies that it will irrevocably, absolutely and unconditionally guarantee pursuant to the terms of the ITB the performance of all of the Bidder's obligations under the Contract and the ITB in the event the Proposer is selected for execution of the Contract by the City.

Southern Waste Holdings Management, LLC, and
Southern Waste Systems Holdings, LP
Name of Guarantor

Anthony Lomangino
Name of Authorized Signatory


Signature

Manager
Title

GUARANTOR ACKNOWLEDGMENT

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Bergeron Land Development, Inc.
Name of Guarantor

Ronald M. Bergeron, Sr.
Name of Authorized Signatory

Signature

President
Title