

BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CONTRACT
TRACKING NO.

CM3257

GENERAL INFORMATION

Requesting Department: Solid Waste

Contact Person: Becky Diden

Telephone: (904) 530-6700 Fax: () Email: bdiden@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: Water Recovery, LLC

Address: 1819 Albert St Jacksonville FL 32202
City State Zip

Contractor's Administrator Name: William Muller Title: CEO

Telephone: (904) 475-9320 Fax: () Email: billm@moranenvironmental.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: William Muller

Authorized Signatory Email: billm@moranenvironmental.com

CONTRACT INFORMATION

Contract Name: Water Recovery, LLC

Description: Contract for Total Leachate Management

GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: Avg \$300,000 - \$400,000 a year.
APPROXIMATE IF NECESSARY

Source of Funds: ☒ County ☐ State ☐ Federal ☐ Other Account: 01362534-531313

Authorized Signatory: Board Chairman

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: 09/30/2025 Termination/Cancellation: Ninety (90) days

Status: ☒ New ☐ Renew ☐ Amend# ☐ WA/Task Order ☐ Supplemental Agreement

How Procured: ☐ Exemption ☐ Sole Source ☐ Single Source ☒ ITB ☐ RFP ☐ RFQ ☐ Coop
☐ Piggyback ☐ Quotes ☐ Other

If Processing an Amendment:

Contract #: Increased Amount to Existing Contract:

New Contract Dates: to Total or Amended Amount:

Continued on next page

CHECKLIST*Review/Complete before sending contract for final signature*

Requirement	Description	Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept BD
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept BD
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept BD
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept BD Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept BD
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Doug Podiak 11/3/2022
Department Head Contract Manager Date
2. Ranasi Holmes 11/3/2022
Procurement Date
3. Chris Lacambra 11/4/2022
Office of Mgmt & Budget Date
4. DJ Denise C. May 11/8/2022
County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Taco E. Pope, AICP 11/8/2022
County Manager Date

CONTRACT FOR TOTAL LEACHATE MANAGEMENT - WEST NASSAU LANDFILL

THIS CONTRACT entered into on _____, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **WATER RECOVERY, LLC**, located at 1819 Albert Street, Jacksonville, FL 32202, hereinafter referred to as the "Vendor".

WHEREAS, the County received bids for Leachate Management Services on Wednesday August 3rd, 2022, at 10:00 am; and

WHEREAS, the lowest and most responsive bidder was Delta Pioneer Inc., and the County entered into a contract with Delta Pioneer Inc.; and

WHEREAS, the County later learned Delta Pioneer Inc. was unable to perform under the awarded contract; and

WHEREAS, pursuant to Section 20 of the awarded contract with Delta Pioneer Inc., the County terminated the contract; and

WHEREAS, the County now desires to enter into a Contract with Vendor, the second lowest and most responsive bidder. A copy of the Vendor's Bid Price Sheet is attached hereto as Attachment "A" and made part hereof.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

SECTION 1. Description of Services and/or Materials to be Provided

The County does hereby retain the Vendor to provide the services and/or materials further described in the *Technical Specifications/Scope of Work*, a copy of which is attached hereto and incorporated herein as Attachment "B". This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written Notice to Proceed for services and/or materials issued by the County.

SECTION 2. Receiving/Payment/Invoicing

No payment will be made for services and/or materials without proper County authorization and approval. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Director of Public Works, pursuant to and in

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accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). The Vendor shall also submit a copy of all invoices submitted to Public Works for payment to invoices@nassaucountyfl.com. Payment shall not be made until service and/or materials have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment will be accomplished by submission of an invoice, with the contract number referenced thereon. Payment in advance of receipt of services and/or materials by the County cannot be made.

The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

SECTION 3. Acceptance of Services and/or Materials

Receipt of services and/or materials shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the services and/or materials meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment will be withheld until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the recipient to refuse final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the services and/or materials on condition that the Vendor will correct their performance within a stipulated time period, then payment will be withheld until said corrections are made.

SECTION 4. Firm Prices

Prices for services and/or materials covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Attachment "A"; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted.

SECTION 5. Fund Availability

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards may be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

SECTION 6. Expenses

Vendor shall be responsible for all expenses incurred while performing the services under

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 Initials: _____ Initials: _____

this Contract. This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Vendor's agents, if any, hired by Vendor to complete the work under this Contract.

SECTION 7. Taxes

The County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. The Vendor will refrain from including taxes in any billing.

SECTION 8. Laws Governing this Contract

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole laws and rules of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

SECTION 9. Changes

The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

SECTION 10. Modifications

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the Contract upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 11. Assignment & Subcontracting

The Vendor will not be permitted to assign its Contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County.

SECTION 12. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding

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shall not affect the validity of the remaining portions thereof.

SECTION 13. Termination for Default

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet the requirements as outlined in this Contract.

SECTION 14. Termination for Convenience

The County reserves the right to terminate the Contract in whole or part by giving the Vendor written notice at least ninety (90) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor.

SECTION 15. Force Majeure

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

SECTION 16. Access and Audits

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the Clerk's cost, upon five (5) days' written notice.

SECTION 17. Vendor Responsibilities

The Vendor will provide the services and materials agreed upon in a timely and professional manner in accordance with specifications referenced herein and in accordance with the *Technical Specifications/Scope of Work*.

SECTION 18. Public Emergencies

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane.

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tornado, flood, or other acts of nature that the County shall require a "First Priority" for services and materials. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. The Vendor agrees to sell all materials to and perform all services for the County or governmental entities on a "First Priority" basis. The County expects to pay a fair and reasonable price for all services and materials rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 19. Period of Contract/Option to Extend or Renew

The performance period of this Contract shall begin upon full execution by the last party to execute this Contract and terminate on September 30, 2025. The performance period of this Contract may be extended in one (1) year increments, unless otherwise agreed to by the parties, for up to two (2) additional years maximum upon mutual written agreement between the Vendor and the County with no change in terms or conditions. Any extensions shall be signed and approved by both parties. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

In the event that the Contract is continued beyond the term provided, by mutual consent, the Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 20. Probationary Period

The first ninety (90) days of this Contract are to be considered a "probationary" period. At the County's election, this Contract may be terminated, based on the performance of the Vendor, and a new award be granted without another formal bid.

SECTION 21. Independent Vendor Status

Vendor and County agree that: (a) Vendor has the right to perform services for others during the term of this Contract; (b) Vendor has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed; (c) Vendor has the right to perform the services required by this Contract at any location or time; (d) Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

SECTION 22. Indemnification and Insurance

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Vendor shall indemnify and hold harmless County and its agents and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Vendor and any persons employed or utilized by Vendor, in the performance of the Contract.

Vendor shall maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit "1" and as is appropriate for the goods or services being performed hereunder by Vendor, its employees or agents.

SECTION 23. Dispute Resolution

The County may utilize this section, at their discretion, as to disputes regarding Contract interpretation. The County may send a written communication to the Vendor by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's interpretation of the Contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to the Vendor. The Vendor should have a representative, at the meeting that can render a decision on behalf of the Vendor.

If there is no satisfactory resolution as to the interpretation of the contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. The Vendor shall not stop work during the pendency of mediation or dispute resolution.

SECTION 24. E-Verify System

The Vendor must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of this Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the Work (under this Contract), the Vendor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

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SECTION 25. Public Records

The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6,**

YULEE, FLORIDA 32097. Under this agreement, to the extent that the Vendor is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in 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 for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the public agency.
- d. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 26. Request for Records: Noncompliance

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A request to inspect or copy public records relating to a public agency's contract for materials must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Vendor of the request, and the Vendor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a Vendor does not comply with the public agency's request for records, the public agency shall enforce the Contract provisions in accordance with the Contract.

A Vendor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

SECTION 27. Civil Action

If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

- (a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and
- (b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, the public agency and to the Vendor.

A notice complies with subparagraph (b), if it is sent to the public agency's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the public agency or to the Vendor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Vendor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions

The Vendor, during the term of this Contract, or any extension, has a continual duty to properly disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the

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existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

SECTION 29. Entire Agreement

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract Documents.

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on this day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

JEFF GRAY
Its: Chairman

Attest as to authenticity of the
Chair's signature:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

Denise C. May 11/8/2022
DENISE C. MAY

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Contract No.: CM 3257

WATER RECOVERY, LLC
WILLIAM MULLER

William Muller

By: Water Recovery Inc

Its: President & Chairman, MER

Date: 11/15/2022

Initials: WM

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Revised 8/12/2022

ATTACHMENT "A"
BID PRICE SHEET

Cost per gallon of Leachate transported, treated, and disposed at an Authorized Facility.

TOTAL \$ 0.1568

The undersigned declares that they have examined the Notice to Bidders, Instructions to Bidders, and Technical Specifications/Scope of Work and is informed fully with regard to all terms and conditions pertaining thereto and agrees under these specifications at the prices set forth above.

By: _____

(Signature)

Edward Maylen

(Above name printed or typed)

Company: Water Recovery, LLC

Address: 1819 Albert St.

City, State, zip: Kissimmee FL 32502

Phone #: 904-475-9320

E-mail: emaylen@wrijax.com

ATTACHMENT "B" SCOPE OF WORK

Each service offered in your bid proposal shall meet or exceed each of the following requirements:

A. The Contractor's disposal site will be an approved FDEP (Florida Department of Environmental Protection) permitted site and will adhere to all rules and regulations set forth by FDEP.

B. The Contractor shall comply with all applicable local, state, and federal laws and regulations.

C. Transport to the Contractor's disposal facility will be monitored and no load will leave the County landfill that exceeds FDOT (Florida Department of Transportation) weight limits.

D. Contractor acknowledges the Landfill hours of operation:

Days of Operation Hours of Operation

Tues, Wed, Thurs, & Fri 8:00am to 5:00 pm

Saturday 8:30am to 12:00 pm

Mondays & Sundays Closed

Holidays: (Closed on all County observed Holidays)

Other days as necessary to address natural disasters and/or unforeseen events.

E. The Contractor shall have the ability to dispose of at least 30,000 gallons within a twenty-four (24) hour period. Weather conditions and Solid Waste operations affect leachate quantities. The County may not require the Contractor services during certain week(s) due to small quantities of leachate being generated. However, the Contractor shall be available and on call 365 days per year.

F. Any contract derived from this request shall be effective for the approximate twelve (36) month period of October 1, 2022 through September 30, 2025.

G. The County reserves the sole right to renew said contract for two (2) additional twelve (12) month periods for a total of five (5) years at the same pricing structure, specifications, and terms and conditions of any contract derived from this bid request. A contract extended outside of the initial term period will require mutual written agreement between the County and the Vendor. Please refer to Section. 20 (Period of Contract/Option to Extend or Renew)

H. The quantities listed herein are **estimated** annual requirements only and are given only to allow for preparation of your bid proposal. **NO QUANTITIES ARE GUARANTEED FROM THIS INVITATION TO BID.** Any contract entered into will be an indefinite quantity type. The Contractor shall provide services as may be ordered, and the contract shall be binding only for the actual services ordered during the contract period.

I. The Contractor shall collect, transport, and properly dispose of leachate from the Nassau County Solid Waste Facility located at 46026 Landfill Rd, Callahan Florida 32011, to the Contractor's facility.

J. The Contractor shall use only drivers certified to transport waste materials of the category determined by laboratory analysis of the contained product and vehicles certified to contain and transport the same.

The Contractor will secure and maintain all licenses, certifications, Insurance and all other required regulatory qualifications to transport and transfer the same.

K. The Contractor shall provide all labor, trucks, 4" hose hook ups on tanker trailers, connection hoses and associated waste handling equipment for the collection, transportation and disposal of leachate. The Contractor agrees to provide only trained personnel to perform collection, transportation, and disposal of Leachate. Contractor agrees that spill control, reporting and clean up in accordance with federal, state, and local standards associated with truck loading, transportation and unloading is sole responsibility of the Contractor.

L. The Contractor shall have vehicle at the West Nassau Landfill location within twenty-four (24) hours of County notification. The Contractor's tankers shall be empty and free of any contaminants that may affect the chemical characteristics of the leachate. The County reserves the right to inspect tankers and sample contents as needed and reject any contaminated tanker from County service.

M. The County's current leachate system includes storage tanks and appurtenances in order to provide for fast filling of tanker trucks.

N. Due to the presence of methane gas, there is no smoking allowed at the Solid Waste Facility. Contractor shall not smoke at the Solid Waste Facility. Contractor shall not permit any employee to smoke at the Solid Waste Facility.

O. Contractor shall not add fuel surcharges to any invoice without prior approval from Nassau County

P. The Contractor shall submit a monthly detailed invoice to the Solid Waste Department for the purpose of payment, which will be determined by the number of gallons for leachate, actually hauled, and based on the Nassau County Solid Waste Facility records.

- Check all fuses and wiring
- Clean (vacuum) inside and behind dryers
- Check for proper draining and filling on washers
- Change and dispose of oil from washers

Q. A non-hazardous manifest will be provided for each load before removal from the West Nassau Landfill

On-Call Service:

- after hours and weekend on-call service. Although this service is not anticipated, vendors should supply a price for these services.

Exhibit "1"

Client#: 1722331

MORANTOW

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/09/2022

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

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

PRODUCER
USI Insurance Services, LLC
261 Madison Ave
New York, NY 10016
212 842-3700

CONTACT NAME: Matthew Green
PHONE (A/C No, Ext): 973-965-3122
E MAIL: matthew.green@usi.com
ADDRESS:

FAX (A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Markel Insurance Company
INSURER B: National Casualty Company
INSURER C: Signal Mutual Indemnity Assn., Ltd.
INSURER D: Zurich American Insurance Company
INSURER E:
INSURER F:

38970

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INSURED

Water Recovery, LLC
1819 Albert Street
Jacksonville, FL 32202

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ACORD SUBR INSR, Y/V/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY	X X	RL2200141	02/20/2022	02/20/2023	\$1,000,000
						\$1,000,000
						\$1,000,000
						\$1,000,000
						\$2,000,000
						\$2,000,000
						\$
D	AUTOMOBILE LIABILITY	X X	BAP466909302	02/20/2022	02/20/2023	\$2,000,000
	X ANY AUTO					\$
	X OWNED AUTOS ONLY					\$
	X HIRED AUTOS ONLY					\$
	X DRIVE OTH CAR					\$
A	UMBRELLA LIAB	X X	RL2200143	02/20/2022	02/20/2023	\$5,000,000
	X EXCESS LIAB					\$5,000,000
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	X	WCSIG35012103	10/01/2021	10/01/2022	PER STATUTE
	ANY EMPLOYER'S PARTIAL BENEFITATIVE OFFICIAL EMPLOYEE EXCLUDED	N	N/A			PER EACH ACCIDENT \$1,000,000
	(Mandatory in NH)					EL DISEASE - EMPLOYEE \$1,000,000
	(If per description of operations below)					EL DISEASE - POLICY LIMIT \$1,000,000
A	Marine Hull	X X	RH2200163	02/20/2022	02/20/2023	Per Schedule
C	USL&H	X	5541	10/01/2021	10/01/2022	Statutory

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

General Liability Policy #RL2200142 noted above includes the following coverages

Effective: 02/20/2022 to 02/20/2023

\$1,000,000 Marine Liability

\$1,000,000 Protection & Indemnity

\$1,000,000 Maritime Employers Liability

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Nassau County Board of County Commissioners
Contract Management Department
96135 Nassau Place, Suite 2
Yulee, FL 32097-0000

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

AUTHORIZED REPRESENTATIVE

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#S36265497/M35004353

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DESCRIPTIONS (Continued from Page 1)

Professional Liability Policy #PEC426194802 / Zurich American Insurance Company / NAIC 16535

Effective: 02/20/2022 to 02/20/2023

\$15,000,000 Per Claim

\$15,000,000 Aggregate

Contractors Pollution Liability Policy #PEC426194802 / Zurich American Insurance Company / NAIC 16535

Effective: 02/20/2022 to 02/20/2023

\$25,000,000 Per Claim

\$25,000,000 Aggregate

RE: CM2445 Contract for Total Leachate Management.

The General Liability, Automobile Liability, Excess Liability and Pollution Liability policies includes an automatic Additional Insured endorsement that provides Additional Insured status to Certificate Holder, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability, Automobile Liability, Excess Liability, Pollution Liability and Workers Compensation policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law. Primary and Non-Contributory is included.



1819 Albert Street
Jacksonville, FL 32202
(904) 475-9320 Fax (904) 475-9449
www.wrijax.com

October 12, 2022

Ms. Becky Diden
Nassau County Solid Waste Department
46026 Landfill Rd.
Callahan, FL 32011

RE: Solicitation # NC22-031-ITB

Dear Ms. Diden,

Water Recovery, LLC will honor the rate of \$0.1568/gallon provided to on you bid # NC22-031-ITB for the transportation and disposal of landfill leachate, submitted on August 3rd, 2022. Please note that if diesel prices exceed \$5/gallon, we may need to discuss an adjustment since the bid did not allow a fuel surcharge. Please also see the attached letter we received from JEA in regard to their new UVT requirements. This may help better explain the situation they're in, as well as several other POTWs in the US. As always, feel free to call me with any questions, 904-304-0099.

Kindest Regards,

A handwritten signature in black ink, appearing to read 'E Maylon'.

Edward Maylon
General Manager

Company ID Number: 8063

Approved by:

Employer Moran Environmental Recovery, LLC	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/16/2004

Company ID Number: 8063

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Moran Environmental Recovery, LLC
Company Facility Address	75 D York Ave AtRandolph, MA 02368
Company Alternate Address	75 D York Ave Randolph, MA 02368
County or Parish	NORFOLK
Employer Identification Number	260016814
North American Industry Classification Systems Code	562910
Parent Company	Environmental Recovery Group
Number of Employees	100 to 499
Number of Sites Verified for	4