

Attachment 7:

Financial Assurance - Closure Cost Estimate Update

**Financial Assurance**

**Vista Landfill, Class III Facility  
Apopka, Florida**

*Prepared for:*



**WASTE MANAGEMENT, INC. OF FLORIDA**

**Vista Landfill, LLC  
242 West Keene Road  
Apopka, Florida 32703**

*Prepared by:*



**100 East Pine Street, Suite 605  
Orlando, Florida 32801**

**HSA Golden Project No. 09-574.017**

**February 2011**

*David L. Leggett*  
*2-17-2011*

David L. Leggett, P.E.  
Principal Engineer  
Florida PE 70882  
HSA Golden  
100 East Pine Street, Suite 605  
Orlando, Florida 32801

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## APPENDICES

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## 1.0 General

This section describes the basis of the calculations utilized in the development of the attached Financial Assurance recalculation spreadsheets for the Vista Landfill permit renewal, submitted as Appendices to this section. The FDEP Financial Assurance Cost Estimate Form No. 62-701.900(28) is included as Appendix A. Engineer's calculations and third party quotes are attached, or described below. The area for closure costs and long term costs is based on the Phase 1 footprint of 35.3 acres of Cells 1 through 4. Soil for earthwork is available on-site in a borrow pit in Phase II of the landfill. Since the closure soil is from an onsite source, based on a 2-8-2011 phone call with George Cheryan of FDEP Central District, to be conservative, a cost of \$2.00/CY was added to all the earthwork quotes. The quotes shown in Appendix B assume on-site soil is available.

### 1.1 Closure Cost Estimates

Item 1 - Monitoring Wells: The groundwater monitoring well system for Phase 1 of the Vista Class III landfill has already been installed. Therefore, no additional cost is included as part of the closure cost estimate.

Item 2 - Slope and Fill: During Phase I, on-site soils will be used for six inches of intermediate cover. The volume is 28,500 cubic yards for a six-inch thick cover layer over 35.3 acres. The quoted cost per cubic yard includes on-site excavation, hauling, placement, spreading and compaction. A cost of \$2.00/CY has been added to the quotes to be conservative. However, the quote from ERC includes excavation (assumed to be at \$1.00/CY), therefore, a \$2.00/CY safety factor cost was added for the onsite soils. The total unit cost for all of the items (\$5.85/CY) includes the \$2.00/CY and is based on a quote from ERC (see Appendix B).

Item 3 - Cover Material (barrier layer): The final cover system for Phase 1 is (from bottom to top):

40-mil PE textured geomembrane;  
geocomposite drainage layer on 3:1 side slope only; and  
18 inch of cover protective soil layer ("off-site clay").

The cost of \$4.50/SY for 40-mil geomembrane (35.3 ac or 170,000 SY) and \$5.40/SY for geocomposite drainage layer (16 ac or 72,400 SY) was obtained from Geo-Synthetics, Inc.

Cover protective soil will consist of material obtained from on-site. Cost for cover protective soil includes excavation, hauling, placement, spreading and compaction. Cost for geosynthetics includes material and installation costs.

18 inches soil over 35.3 acres is 85,000 CY.

The unit cost of \$5.85 (\$2.00 + \$3.85) per cubic yard total cost for the cover item listed above is based on a quote from ERC (see Appendix B) to cover soil and application.

Item 4 - Vegetative Soil Cover: The vegetative soil cover is a six-inch layer over 35.3 acres, or 28,475 CY. The cost per CY includes hauling from on-site, placing and spreading. The quote of \$5.85/CY (\$2.00 off-site material + \$1.925 “delivery” + \$1.925 “spread”) is from ERC (see Appendix C).

Item 5 - Vegetative Layer: The final cover area will be hydroseeded. The material and installation combined unit cost of \$2,400 per acre is based on a quote from ERC (see Appendix B).

Item 6 - Stormwater Control System: Only a portion of the final stormwater control system is necessary for Phase I construction likely to occur within the next five years. The necessary items include earthwork for drainage swales, inlet structures and HDPE corrugated pipe downchutes. The earthwork estimate includes excavation, backfilling and compaction. The costs are based on a quote from ERC (see Appendix C) plus the \$3.00/CY safety factor.

Item 7 - Gas Controls Passive: A total of six passive gas vents are proposed for Phase 1 development. Each will be 15-feet long. The estimated cost is \$50 per foot. They total cost for gas controls will be \$4,500.

Item 8 - Gas Controls Active Extraction: As described in the last quarter gas monitoring report, the gas wells at Vista Landfill (cell 1) have been converted to active extraction wells by tying in to the Keene Road Landfill active gas system. No costs have been added at this time.

Item 9 – Security System: Perimeter fencing, gates, and signs will be repaired, if necessary for closure. A \$5,000 lump sum has been estimated.

Item 10 – Engineering: The total cost for engineering services for final closure is estimated to be \$93,000 and is listed below:

Closure permit plan and report: \$25,000

Final Survey: \$10,000

Certification report by P.E.: \$18,000

Drawings and Specifications: \$40,000

Item 11 – Professional Services: It is estimated that 3% of construction costs will be needed for contract/construction management i.e.,  $0.03 \times \$2,245,733.75 = \$67,372.01$ .

It is estimated that 7% of construction costs will be needed for construction quality assurance and testing including geosynthetic components i.e.,  $0.07 \times \$2,245,733.75 = \$157,201$ .

Item 12 – Contingency: Contingency is estimated as 10% of closure cost.

Item 13 – Site Specific Cost: Mobilization is estimated to be 3% of construction cost, not including professional services i.e. 3% of  $\$2,245,733.75 = \$67,372.01$ .

## 1.2 Annual Long-Term Care Cost Estimates

Item 1 – Groundwater Monitoring: There are 18 groundwater monitoring wells that are installed in Phase 1 and are to be sampled on a semi-annual basis. The cost for each well is estimated to be \$571.17, and includes all labor, equipment and lab analysis. The estimated cost is:

$$18 \text{ wells } @ \$571.17/\text{well} \times 2 = \$20,562.12/\text{year}$$

Item 2 – Surface Water: The landfill is designed to have no discharge from the 100-year storm event. No surface water monitoring costs are included.

Item 3 - Gas Monitoring: Twelve (12) landfill gas soil monitoring probes are proposed for Phase 1 development of the Vista Class III Landfill. All wells will be sampled quarterly in accordance with Chapter 62-701, FAC. The cost to sample each well is estimated to be \$50 per event, and includes all labor, equipment and laboratory analyses. The estimated cost for ground water monitoring is as follows:

$$12 \text{ wells} @ \$50/\text{well} = \$600 \times 4 \text{ times per year} = \$2,400/\text{year}$$

Item 4 – Leachate: One leachate sample will be collected from Phase 1 annually. The cost is estimated to be \$1,738, including labor, equipment and laboratory analyses.

Item 5 – Leachate Collection Maintenance: *Leachate collection pipes*: It is estimated that the pipes in each cell will require one cleaning within the 30-year monitoring period. The cost of \$250/cell for cleaning was obtained from ERC (see Appendix B).

$$4 \text{ cells} @ \$1000/\text{cell} = \$4,000/30 \text{ years} = \$133.33/\text{year}.$$

*Leachate Pumps*: It is estimated that the pumps will require annual maintenance of \$275/cell and each cell will require one replacement pump during the 30-year monitoring period. The estimated annual cost is \$1,900 as listed below:

$$\text{Annual maintenance} = 4 \text{ cells} @ \$275/\text{cell} = \$1,100/\text{year}$$

$$\text{Leachate pump replacement cost} = 4 \text{ pumps} @ \$6,000/\text{pump}/30 \text{ years} = \$800/\text{year}.$$

*Leachate disposal*: After closure, a leachate production rate was obtained from the previously approved HELP model analysis (i.e. Case 4) included in the calculation package titled “Leachate Collection System Analysis” of the 2007 application by Geosyntec Consultants. The estimated cost after closure is:

$$\text{Leachate production rate: } 0.75 \text{ cf/ac/year} \times 7.48 \text{ gal/cf} \times 35.3 \text{ acres} = 200 \text{ gallons of leachate/year}$$

$$\text{Leachate disposal} = 200 \text{ gal/year} @ \$0.12/\text{gal for treatment at City WWTP} = \$24/\text{year}.$$

$$\text{Total leachate system maintenance} = \$2,057/\text{year}.$$

Item 6 - Maintenance of Groundwater Monitoring Wells: Estimate that 3 ground water monitoring wells will require abandonment and replacement within the 30-year monitoring period. The estimated total cost for ground water monitoring well maintenance is \$300/year, and is itemized below:

Abandonment cost: \$100 /year.

Replacement cost: \$200/year.

Item 7 - Gas System Maintenance: No gas extraction system will be installed for the Vista Class III Landfill. Therefore, landfill gas system maintenance will not be required.

Item 8 - Landscape: Grass will require mowing quarterly at a cost of \$100 per acre/quarter (cost obtained from ERC). The estimated total cost for landscaping is as follows:

Mowing/maintenance: 4 times/year x 35.3 acres @ \$100/acre = \$14,120/year.

Item 9 - Erosion Control and Cover Maintenance: As indicated on the attached FDEP form.

Item 10 - Storm water Management System Maintenance: As indicated on the attached FDEP form.

Item 11- Security System Maintenance: As indicated on the attached FDEP form.

Item 12 - Utilities: Estimate that the power requirements for site equipment (i.e., pumps, lights, blowers, etc.) will be \$1,020 /month for 12 months. Therefore, the total estimated cost for utilities is \$12,800 /year.

Item 13 - Leachate Collection/Treatment Systems Operation: Estimate that the leachate system operation will be monitored on a weekly basis by an on-site technician for a total of 3 hours/week for 52 weeks/year. The hourly rate for the on-site technician was estimated to be \$50 /hour. The estimated cost for leachate collection system operation is as follows:

3 hours/week x 52 weeks/year @ \$60/hour = \$9,360/year.

Item 14 – Administrative: Estimate that the lump sum administrative/overhead costs for Phase 1 will be \$14,000/year.

Item 15 – Contingency: A contingency of 10% of the total long term annual care cost was utilized which results in a cost of \$8,901.25/year.







# Florida Department of Environmental Protection

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

DEP Form # 62-701.900(28), F.A.C.  
Form Title: Closure Cost Estimating Form  
For Solid Waste Facilities  
Effective Date: January 6, 2010  
Incorporated in Rule 62-701.630(3), F.A.C.

## CLOSURE COST ESTIMATING FORM FOR SOLID WASTE FACILITIES

Date of DEP Approval: \_\_\_\_\_

### I. GENERAL INFORMATION:

Facility Name: \_\_\_\_\_ WACS ID: \_\_\_\_\_  
Permit Application or Consent Order No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
Facility Address: \_\_\_\_\_  
Permittee or Owner/Operator: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

Latitude: \_\_\_\_\_ ° ' " Longitude: \_\_\_\_\_ ° ' "  
Coordinate Method: \_\_\_\_\_ Datum: \_\_\_\_\_  
Collected by: \_\_\_\_\_ Company/Affiliation: \_\_\_\_\_

Solid Waste Disposal Units Included in Estimate:

Phase / Cell	Acres	Date Unit Began Accepting Waste	Active Life of Unit From Date of Initial Receipt of Waste	If active: Remaining life of unit	If closed: Date last waste received	If closed: Official date of closing

Total disposal unit acreage included in this estimate: \_\_\_\_\_ Closure: \_\_\_\_\_ Long-Term Care: \_\_\_\_\_

Facility type: ☐ Class I ☐ Class III ☐ C&D Debris Disposal  
(Check all that apply) ☐ Other: \_\_\_\_\_

### II. TYPE OF FINANCIAL ASSURANCE DOCUMENT (Check type)

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Letter of Credit* | <input type="checkbox"/> Insurance Certificate | <input type="checkbox"/> Escrow Account        |
| <input type="checkbox"/> Performance Bond* | <input type="checkbox"/> Financial Test        | <input type="checkbox"/> Form 29 (FA Deferral) |
| <input type="checkbox"/> Guarantee Bond*   | <input type="checkbox"/> Trust Fund Agreement  |  |

\* - Indicates mechanisms that require the use of a Standby Trust Fund Agreement

Northwest District  
160 Government Center  
Pensacola, FL 32502-5794  
850-595-8360

Northeast District  
7825 Baymeadows Way, Ste. B200  
Jacksonville, FL 32256-7590  
904-807-3300

Central District  
3319 Maguire Blvd., Ste. 232  
Orlando, FL 32803-3767  
407-894-7555

Southwest District  
13051 N. Telecom Pky.  
Temple Terrace, FL 33637  
813-632-7600

South District  
2295 Victoria Ave., Ste. 364  
Fort Myers, FL 33901-3881  
239-332-6975

Southeast District  
400 N. Congress Ave., Ste. 200  
West Palm Beach, FL 33401  
561-681-6600

### III. ESTIMATE ADJUSTMENT

40 CFR Part 264 Subpart H as adopted by reference in Rule 62-701.630, Florida Administrative Code, (F.A.C.) sets forth the method of annual cost estimate adjustment. Cost estimates may be adjusted by using an inflation factor or by recalculating the maximum costs of closure in current dollars. Select one of the methods of cost estimate adjustment below.

☐ (a) Inflation Factor Adjustment

☒ (b) Recalculated or New Cost Estimates

Inflation adjustment using an inflation factor may only be made when a Department approved closure cost estimate exists and no changes have occurred in the facility operation which would necessitate modification to the closure plan. The inflation factor is derived from the most recent Implicit Price Deflator for Gross National Product published by the U.S. Department of Commerce in its survey of Current Business. The inflation factor is the result of dividing the latest published annual Deflatory by the Deflator for the previous year. The inflation factor may also be obtained from the Solid Waste website [www.dep.state.fl.us/waste/categories/swfr](http://www.dep.state.fl.us/waste/categories/swfr) or call the Financial Coordinator at (850) 245-8706.

This adjustment is based on the Department approved closing cost estimate dated: \_\_\_\_\_

Latest Department Approved Closing Cost Estimate:	Current Year Inflation Factor, e.g. 1.02		Inflation Adjusted Closing Cost Estimate:
_____	x	_____	= _____

This adjustment is based on the Department approved long-term care cost estimate dated: \_\_\_\_\_

Latest Department Approved Annual Long-Term Care Cost Estimate:	Current Year Inflation Factor, e.g. 1.02		Inflation Adjusted Annual Long-Term Care Cost Estimate:
_____	x	_____	= _____

Number of Years of Long Term Care Remaining: \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_

Inflation Adjusted Long-Term Care Cost Estimate: \_\_\_\_\_ = \_\_\_\_\_

Signature by: ☐ Owner/Operator

☒ Engineer

(check what applies)

David L. Leggett 2-17-2011  
Signature

100 East Pine Street, Suite 605

Address

David L. Leggett, P.E., Principal Engineer

Name & Title

Orlando, Florida 32801

City, State, Zip Code

2-17-2011  
Date

dleggett@hsagolden.com

E-Mail Address

407-649-5475

Telephone Number

**IV. ESTIMATED CLOSING COST (check what applies)**☒ **Recalculated Cost Estimate**☐ **New Facility Cost Estimate**

Notes: 1. Cost estimates for the time period when the extent and manner of landfill operation makes closing most exp

2. Cost estimate must be certified by a professional engineer.

3. Cost estimates based on third party suppliers of material, equipment and labor at fair market value.

4. In some cases, a price quote in support of individual item estimates may be required.

Description	Unit	Number of Units	Cost / Unit	Total Cost
<b>1. Proposed Monitoring Wells (Do not include wells already in existence.)</b>				
	EA			
Subtotal Proposed Monitoring Wells:				
<b>2. Slope and Fill (bedding layer between waste and barrier layer):</b>				
Excavation	CY			
Placement and Spreading	CY	28,500	\$5.85	\$166,725.00
Compaction	CY			
Off-Site Material	CY			
Delivery	CY			
Subtotal Slope and Fill:				\$166,725.00
<b>3. Cover Material (Barrier Layer):</b>				
Off-Site Clay	CY	85,000	\$5.85	\$497,250.00
Synthetics - 40 mil	SY	170,000	\$4.50	\$765,000.00
Synthetics - GCL	SY			
Synthetics - Geonet	SY	72,400	\$5.40	\$390,960.00
Synthetics - Other (explain)				
Subtotal Cover Material:				\$1,653,210.00
<b>4. Top Soil Cover:</b>				
Off-Site Material	CY	28,475	\$2.00	\$56,950.00
Delivery	CY	28,475	\$1.93	\$54,814.38
Spread	CY	28,475	\$1.93	\$54,814.38
Subtotal Top Soil Cover:				\$166,578.75
<b>5. Vegetative Layer</b>				
Sodding	SY			
Hydroseeding	AC	35.3	\$2,400.00	\$84,720.00
Fertilizer	AC			
Mulch	AC			
Other (explain)				
Subtotal Vegetative Layer:				\$84,720.00
<b>6. Stormwater Control System:</b>				
Earthwork	CY	10,000	\$6.00	\$60,000.00
Grading	SY			
Piping	LF	300	\$20.00	\$6,000.00
Ditches	LF			
Berms	LF			
Control Structures	EA	2	\$3,000.00	\$6,000.00
Other (explain)				
Subtotal Stormwater Control System:				\$72,000.00

Description	Unit	Number of Units	Cost / Unit	Total Cost
<b>7. Passive Gas Control:</b>				
Wells	EA	_____	_____	_____
Pipe and Fittings	LF	_____	_____	_____
Monitoring Probes	EA	_____	_____	_____
NSPS/Title V requirements	LS	_____	_____	_____
Subtotal Passive Gas Control:				_____
<b>8. Active Gas Extraction Control:</b>				
Traps	EA	_____	_____	_____
Sumps	EA	_____	_____	_____
Flare Assembly	EA	_____	_____	_____
Flame Arrestor	EA	_____	_____	_____
Mist Eliminator	EA	_____	_____	_____
Flow Meter	EA	_____	_____	_____
Blowers	EA	_____	_____	_____
Collection System	LF	_____	_____	_____
Other (explain) _____	_____	_____	_____	_____
Subtotal Active Gas Extraction Control:				_____
<b>9. Security System:</b>				
Fencing	LF	_____	_____	_____
Gate(s)	EA	_____	_____	_____
Sign(s)	EA	_____	_____	_____
Subtotal Security System:				_____
<b>10. Engineering:</b>				
Closure Plan Report	LS	_____	_____	_____
Certified Engineering Drawings	LS	_____	_____	_____
NSPS/Title V Air Permit	LS	_____	_____	_____
Final Survey	LS	_____	_____	_____
Certification of Closure	LS	_____	_____	_____
Other (explain) _____	_____	_____	_____	_____
Subtotal Engineering:				_____

Description	Hours	Cost / Hour	Hours	Cost / Hour	Total Cost
<b>11. Professional Services</b>					
	<u>Contract Management</u>		<u>Quality Assurance</u>		
P.E. Supervisor	_____	_____	_____	_____	_____
On-Site Engineer	_____	_____	_____	_____	_____
Office Engineer	_____	_____	_____	_____	_____
On-Site Technician	_____	_____	_____	_____	_____
Other (explain) _____	_____	_____	_____	_____	_____

Description	Unit	Number of Units	Cost / Unit	Total Cost
Quality Assurance Testing	LS	_____	_____	_____
(included)				
Subtotal Professional Services:				_____

**Subtotal of 1-11 Above:** \_\_\_\_\_

**12. Contingency**      \_\_\_\_\_ % of Subtotal of 1-11 Above  
Subtotal Contingency: \_\_\_\_\_

**Estimated Closing Cost Subtotal:** \_\_\_\_\_

Description	Total Cost
<b>13. Site Specific Costs</b>	
Mobilization 3% of Subtotal of 1-10 above	_____
Waste Tire Facility	_____
Materials Recovery Facility	_____
Special Wastes	_____
Leachate Management System Modification	_____
Other (explain) _____	_____
_____	Subtotal Site Specific Costs: _____

**TOTAL ESTIMATED CLOSING COSTS (\$):** \_\_\_\_\_

## V. ANNUAL COST FOR LONG-TERM CARE

See 62-701.600(1)a.1., 62-701.620(1), 62-701.630(3)a. and 62-701.730(11)b. F.A.C. for required term length. For landfills certified closed and Department accepted, enter the remaining long-term care length as "Other" and provide years remaining.

(Check Term Length) ☐ 5 Years ☐ 20 Years ☒ 30 Years ☐ Other, \_\_\_\_ Years

Notes: 1. Cost estimates must be certified by a professional engineer.

2. Cost estimates based on third party suppliers of material, equipment and labor at fair market value.

3. In some cases, a price quote in support of individual item estimates may be required.

**All items must be addressed.** Attach a detailed explanation for all entries left blank.

Description	Sampling Frequency (Events / Year)	Number of Wells	(Cost / Well) / Event	Annual Cost
<b>1. Groundwater Monitoring [62-701.510(6), and (8)(a)]</b>				
Monthly	12	_____	_____	_____
Quarterly	4	_____	_____	_____
Semi-Annually	2	18	\$571.17	\$20,562.12
Annually	1	_____	_____	_____
Subtotal Groundwater Monitoring:				\$20,562.12
<b>2. Surface Water Monitoring [62-701.510(4), and (8)(b)]</b>				
Monthly	12	_____	_____	_____
Quarterly	4	_____	_____	_____
Semi-Annually	2	_____	_____	_____
Annually	1	_____	_____	_____
Subtotal Surface Water Monitoring:				_____
<b>3. Gas Monitoring [62-701.400(10)]</b>				
Monthly	12	_____	_____	_____
Quarterly	4	12	\$50.00	\$2,400.00
Semi-Annually	2	_____	_____	_____
Annually	1	_____	_____	_____
Subtotal Gas Monitoring:				\$2,400.00
<b>4. Leachate Monitoring [62-701.510(5), (6)(b) and 62-701.510(8)c]</b>				
Monthly	12	_____	_____	_____
Quarterly	4	_____	_____	_____
Semi-Annually	2	_____	_____	_____
Annually	1	1	\$1,738.00	\$1,738.00
Other (explain) _____	_____	_____	_____	_____
Subtotal Leachate Monitoring:				\$1,738.00

Description	Unit	Number of Units / Year	Cost / Unit	Annual Cost
<b>5. Leachate Collection/Treatment Systems Maintenance</b>				
<u>Maintenance</u>				
Collection Pipes	LF	_____	_____	_____
Sumps, Traps	EA	1	\$1,900.00	\$1,900.00
Lift Stations	EA	_____	_____	_____
Cleaning	LS	1	\$133.33	\$133.33
Tanks	EA	_____	_____	_____

Description	Unit	Number of Units / Year	Cost / Unit	Annual Cost
<b>5. (continued)</b>				
<u>Impoundments</u>				
Liner Repair	SY	_____	_____	_____
Sludge Removal	CY	_____	_____	_____
<u>Aeration Systems</u>				
Floating Aerators	EA	_____	_____	_____
Spray Aerators	EA	_____	_____	_____
<u>Disposal</u>				
Off-site (Includes transportation and disposal)	1000 gallon	1	\$24.00	\$24.00
Subtotal Leachate Collection / Treatment Systems Maintenance:				\$2,057.33
<b>6. Groundwater Monitoring Well Maintenance</b>				
Monitoring Wells	LF	_____	_____	_____
Replacement	EA	1	\$200.00	\$200.00
Abandonment	EA	1	\$100.00	\$100.00
Subtotal Groundwater Monitoring Well Maintenance:				\$300.00
<b>7. Gas System Maintenance</b>				
Piping, Vents	LF	_____	_____	_____
Blowers	EA	_____	_____	_____
Flaring Units	EA	_____	_____	_____
Meters, Valves	EA	_____	_____	_____
Compressors	EA	_____	_____	_____
Flame Arrestors	EA	_____	_____	_____
Operation	LS	1	_____	_____
Subtotal Gas System Maintenance:				_____
<b>8. Landscape Maintenance</b>				
Mowing	AC	35.3	\$400.00	\$14,120.00
Fertilizer	AC	_____	_____	_____
Subtotal Landscape Maintenance:				\$14,120.00
<b>9. Erosion Control and Cover Maintenance</b>				
Sodding	SY	500	\$1.00	\$500.00
Regrading	AC	_____	_____	_____
Liner Repair	SY	1	\$7,500.00	\$7,500.00
Clay	CY	_____	_____	_____
Subtotal Erosion Control and Cover Maintenance:				\$8,000.00
<b>10. Storm Water Management System Maintenance</b>				
Conveyance Maintenance	LS	1	\$2,500.00	\$2,500.00
Subtotal Storm Water Management System Maintenance:				\$2,500.00
<b>11. Security System Maintenance</b>				
Fences	LS	1	\$800.00	\$800.00
Gate(s)	EA	1	\$335.00	\$335.00
Sign(s)	EA	2	\$20.00	\$40.00
Subtotal Security System Maintenance:				\$1,175.00

Description	Unit	Number of Units / Year	Cost / Unit	Annual Cost
12. Utilities	LS	1	\$12,800.00	\$12,800.00
Subtotal Utilities:				\$12,800.00

### 13. Leachate Collection/Treatment Systems Operation

#### Operation

P.E. Supervisor	HR			
On-Site Engineer	HR			
Office Engineer	HR			
OnSite Technician	HR	156	\$60.00	\$9,360.00
Materials	LS	1		

Subtotal Leachate Collection/Treatment Systems Operation: \$9,360.00

### 14. Administrative

P.E. Supervisor	HR			
On-Site Engineer	HR			
Office Engineer	HR			
OnSite Technician	HR			
Other	LS	1	\$14,000.00	\$14,000.00

Subtotal Administrative: \$14,000.00

Subtotal of 1-14 Above: \$89,012.45

15. Contingency	10	% of Subtotal of 1-14 Above		\$8,901.25
Subtotal Contingency:				\$8,901.25

Description	Unit	Number of Units / Year	Cost / Unit	Annual Cost
16. Site Specific Costs				
Subtotal Site Specific Costs:				

ANNUAL LONG-TERM CARE COST (\$ / YEAR): \$97,913.70


Number of Years of Long-Term Care: 30

TOTAL LONG-TERM CARE COST (\$): \$2,937,410.85



## VI. CERTIFICATION BY ENGINEER

This is to certify that the Cost Estimates pertaining to the engineering features of this solid waste management facility have been examined by me and found to conform to engineering principles applicable to such facilities. In my professional judgment, the Cost Estimates are a true, correct and complete representation of the financial liabilities for closing and/or long-term care of the facility and comply with the requirements of Rule 62-701.630 F.A.C. and all other Department of Environmental Protection rules, and statutes of the State of Florida. It is understood that the Cost Estimates shall be submitted to the Department annually, revised or adjusted as required by Rule 62-701.630(4), F.A.C.

  
David L. Leggett  
2-17-2011 Signature

David L. Leggett, P.E.  
Name and Title (please type)

2-17-2011  
Date

70882  
Florida Registration Number  
(please affix seal)

HSA Golden  
100 E. Pine Street, Suite 605  
Mailing Address

Orlando, Florida 32801  
City, State, Zip Code

dleggett@hsagolden.com  
E-Mail address (if available)

407-649-5475  
Telephone Number

## VII. SIGNATURE BY OWNER/OPERATOR

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Name and Title (please type)

\_\_\_\_\_  
E-Mail address (if available)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number



**David Leggett**

**From:** Jerry L. Pinder [Jerry.Pinder@ercflorida.com]  
**Sent:** Wednesday, February 09, 2011 4:16 PM  
**To:** David Leggett  
**Subject:** RE: quotes needed

David,

I'm still on site at Vista, finishing the Vista Gas system, and also constructed the Cell 2 at Vista, and the 70 acre closure (bid shown below), and the gas system.

I attached the cost for the keene road closure for reference.

Thanks,

**Jerry L. Pinder, President**



**ERC General Contracting Services, Inc.**  
 890 Carter Road, Suite 170  
 Winter Garden FL 34787  
 Phone (407) 656-3900  
 Fax (407) 656-2128  
 Mobile (407) 468-1046  
[WWW.ERCFLORIDA.COM](http://WWW.ERCFLORIDA.COM)

**From:** David Leggett [mailto:dleggett@hsagolden.com]  
**Sent:** Wednesday, February 09, 2011 2:15 PM  
**To:** jerry.pinder@ercflorida.com  
**Subject:** FW: quotes needed

David L. Leggett, P.E.  
 Principal Engineer  
 407.704.9891 (direct)



100 East Pine Street  
 Suite 605  
 Orlando, FL 32801  
 407.649.5475 (p)  
 407.649.6582 (f)  
[www.hsagolden.com](http://www.hsagolden.com)

**From:** David Leggett  
**Sent:** Tuesday, February 08, 2011 3:17 PM  
**To:** 'Jerry Pinder'  
**Subject:** quotes needed

Jerry,

I need quotes for the Vista landfill at 255 W Keene Road, Apopka, FL 32703 (by Thursday am if possible).

All soils are available on site approx 750' away (no cost for the soil) on-site excavation, placement, spreading, compaction needed.

Closure cost Item 2 on-site excavation, placement, spreading, compaction one foot over 35.3 acres — Closure Item 2  
 57,000 CY \$ [Jerry Pinder] \$3.85\_/CY  
 Closure Cost Item 3 18" Cover protective soil over 35.3 ac 85,000 CY \$ [Jerry Pinder] 3.85\_/CY — Closure Item 3  
 Closure cost Item 4 vegetative soil cover 6" over 35.3 ac 28,475 CY \$ [Jerry Pinder] 3.85\_/CY — Closure Item 4  
 Closure Item 5 hydroseed 35.3 ac \$ [Jerry Pinder] 2,400\_/ac — Closure Item 5  
 Closure Item 6 stormwater control 2-150' 18" corrugated HDPE pipes, 2 inlets, 10,000 CY earthwork  
 placement \$\_\_\_/LS please break down into 3 pieces

2/9/2011

[Jerry Pinder] pipe: \$6,000, inlets: \$2500, earthwork: 30,000. — Closure Item 6  
Closure Cost Item 13 Mobilization \$[Jerry Pinder] 100000\_/LS — Not used  
Long Term Care Item 5 clean 6" leachate pipe 400' \$[Jerry Pinder] 1,000\_/LS — Long Term Care Item 5  
Long term care Item 9 Mowing 35.3 ac x 4 times per year Cost \$[Jerry Pinder] 400\_/ac/quarter — Long Term Care Item 8

## David Leggett

**From:** Bob Trexler [bobt@geo-synthetics.com]  
**Sent:** Tuesday, February 08, 2011 2:00 PM  
**To:** David Leggett  
**Subject:** RE: Revised proposal from GSI

David,

Please see below, updated budgetary pricing as requested from GSI, for the Vista Landfill Project in Apopka, FL. Your new budgetary prices are as follows:

Price to supply and install approximately 35.3 acres/ 170,000 SY of 40 mil PE textured geomembrane will be at \$4.50 per SY. — Closure Item 3

Price to supply and install approximately 16 acres/ 72,400 SY of a 200 mil geonet with an 8 oz non-woven geotextile heat bonded to both sides to create a geocomposite product will be at \$5.40 per SY. — Closure Item 3

Please let me know if you have any additional questions.

Regards,

Bob Trexler  
Geo-Synthetics, Inc.  
9227 Memorial Pines Way  
Spring, TX 77379  
Office Phone: 281-257-2405  
Cell Phone: 262-442-3101  
FAX #: 281-257-4235  
[bobt@geo-synthetics.com](mailto:bobt@geo-synthetics.com)  
[www.geo-synthetics.com](http://www.geo-synthetics.com)

**From:** David Leggett [mailto:dleggett@hsagolden.com]  
**Sent:** Tuesday, February 08, 2011 12:22 PM  
**To:** Bob Trexler  
**Subject:** FW: Revised proposal from GSI

Bob,

I need a quote (**by Wed PM if possible**) on geomembrane as follows:

Vista Landfill  
242 W Keene Rd  
Apopka, FL 32703 (Orange County)

35.3 acres 170,000 SY 40-mil PE textured geomembrane cost per SY  
Approx. 16 acres 72,400 SY (part of same 35.3 acres) geocomposite drainage layer cost per SY

Email quote is sufficient.

David L. Leggett, P.E.  
Principal Engineer  
407.704.9891 (direct)

**hsagolden**  
engineering environmental solutions  
100 East Pine Street  
Suite 605

2/8/2011

**David Leggett**

**From:** Bob Trexler [bobt@geo-synthetics.com]  
**Sent:** Monday, November 15, 2010 3:31 PM  
**To:** David Leggett  
**Subject:** RE: Revised proposal from GSI  
**Attachments:** TM rev 0.pdf

David,

About all GSI would be able to offer as an annual repair cost for a project using our standard T & M Rates, copy attached.

We would send at a minimum, 1 Superintendent and 2 Technicians to the job site, which would also need to include the cost of travel to and from the jobsite, and their associated cost per day of completing any necessary repairs on the jobsite. For round #'s, I suggest that you calculate 3 working days and 2 travel days for each individual, per occurrence.

All of that being said, figure about \$7,500.00 per repair occurrence, if necessary.

*Long Term Care Item 9*

Please let me know if this is sufficient.

Regards,

Bob Trexler  
Geo-Synthetics, Inc.  
9227 Memorial Pines Way  
Spring, TX 77379  
Office Phone: 281-257-2405  
Cell Phone: 262-442-3101  
FAX #: 281-257-4235  
[bobt@geo-synthetics.com](mailto:bobt@geo-synthetics.com)  
[www.geo-synthetics.com](http://www.geo-synthetics.com)

**From:** David Leggett [mailto:dleggett@hsagolden.com]  
**Sent:** Monday, November 15, 2010 2:13 PM  
**To:** Bob Trexler  
**Subject:** RE: Revised proposal from GSI

Bob,

Thanks for your help. I need one more thing from you. I need an annual cost for repair of 1,679 SY of liner (1% of total). Can you email that back to me by Wednesday? It doesn't have to be formal.

David L. Leggett, P.E.  
Principal Engineer  
407.704.9891 (direct)



100 East Pine Street  
Suite 605  
Orlando, FL 32801  
407.649.5475 (p)  
407.649.6582 (f)

11/17/2010

# Vista Landfill Long Term Care Item 1

Groundwater sampling

60 hours @ 60/hr \$3600

MOB 425

Equipment & sample supplies 1,000

Lab 5,250

\$10,281/event

$\frac{10,281}{18 \text{ wells}} = \$571.17/\text{well}$

## Long Term Care Item 4

4 hours @ \$60/hr = 240.00

MOB 100.00

Lab 819.00

\$1,738/event

## Long Term Care Item 3

4 hours @ 60/hr \$240

gas meter \$250

MOB \$100

\$590

$590/12 = \$50/\text{well}$

David L. Leggett  
2-10-2011

**hsagolden**  
engineering environmental solutions

100 East Pine St.

Suite 605

Orlando, FL 32801

Tel: 407 649-5475

Fax: 407 649-6582

PROJECT NO.: 09-574.020

DATE: 2-10-2011

BY: David L. Leggett, PE

## CALCULATION SHEET

SHEET 1 OF 1

## **Environmental Conservation Laboratories, Inc.**

10775 Central Port Drive  
Orlando, Florida 32824  
(407) 826-5314 phone  
(407) 850-6945 fax  
NELAP #E83182

4810 Executive Park Ct, Suite 111  
Jacksonville, FL 32216-6069  
(904) 296-3007 phone  
(904) 296-6210 fax  
NELAP #E82277

102-A Woodwinds Industrial Court  
Cary, NC 27511  
(919) 467-3090 phone  
(919) 467-3515 fax  
NELAP #E87610



[www.encolabs.com](http://www.encolabs.com)

February 8, 2011

HSA Golden  
100 East Pine Street  
Suite 605  
Orlando, FL 32801

**Re: Vista Landfill – 18 Groundwater Samples for App. I & 1 Leachate for App. II**

Attention: Will Jacobs

Environmental Conservation Laboratories, Inc. is pleased to submit the following quotation for analytical services.

### **Sampling Supplies/Shipping Requirements**

Shipping containers and bottles will be supplied by Environmental Conservation Laboratories, Inc. Samples must be iced from time of collection until received at the laboratory. Some analyses require special sample handling – please contact your Project Manager at the laboratory if you have any questions upon receipt of containers.

### **Quality Assurance**

All of our facilities are accredited by NELAP and also maintain additional state certifications and approvals throughout the Southeast and Mid-Atlantic regions. Unit pricing includes adherence to and documentation of compliance with applicable Quality Assurance/ Quality Control protocols for each procedure performed. Our Quality Assurance/ Quality Control program ensures acceptable accuracy and precision for each analytical method. All published data is defensible, with quality control results provided with every report.

### **Analytical Requirements and Unit Pricing**

Environmental Conservation Laboratories, Inc. anticipates receiving samples from HSA Golden from the proposed **Vista Landfill – 18 Groundwater Samples for App. I & 1 Leachate for App. II** project in the near future. These samples will be analyzed for the parameters listed in the Analytical Requirements and Unit Pricing section below.



Quantity	Matrix	Analytical Parameter	Rate	Extended
<b>Appendix I Listed Compounds</b>				
<b>Florida Required Landfill Parameters</b>				
18	Water	Ammonia Nitrogen	15.00	270.00
18	Water	Chloride	10.00	180.00
18	Water	Iron as Fe	7.00	126.00
18	Water	Mercury (included in Appendix II list Only)	15.00	270.00
18	Water	Nitrate Nitrogen	13.00	234.00
18	Water	Sodium as Na	7.00	126.00
18	Water	Total Dissolved Solids, TDS	10.00	180.00
<b>Appendix I Listed Constituents</b>				
18	Water	Volatile Organic Compounds, VOC's	75.00	1350.00
18	Water	EDB & DBCP	35.00	630.00
18	Water	Metals: Sb,As,Ba,Be,Cd,Cr,Co,Cu,Pb,Ni,Se,Ag,Tl,V, and Zn	105.00	1890.00
<b>Cost per Sample</b>			<b>292.00</b>	
<b>Anticipated Task Cost</b>				<b>5256.00</b> - Long Term Care Item 1
<b>Leachate</b>				
<b>Florida Required Landfill Parameters</b>				
1	Leachate	Ammonia Nitrogen	15.00	15.00
1	Leachate	Bicarbonate	10.00	10.00
1	Leachate	Chloride	10.00	10.00
1	Leachate	Iron as Fe	7.00	7.00
1	Leachate	Mercury (included in Appendix II list Only)		
1	Leachate	Nitrate Nitrogen	13.00	13.00
1	Leachate	Sodium as Na	7.00	7.00
1	Leachate	Total Dissolved Solids, TDS	10.00	10.00
<b>Appendix I Listed Constituents</b>				
1	Leachate	Volatile Organic Compounds, VOC's	75.00	75.00
1	Leachate	EDB & DBCP	35.00	35.00
1	Leachate	Extractable Organic Determinations as;	465.00	465.00
1	Leachate	Base Neutral Acid Extractables		
1	Leachate	Polynuclear Aromatic Hydrocarbons (low levels)		
1	Leachate	Organo-phosphorus Pesticides		
1	Leachate	Organo-chlorine Pesticides w/ PCB's		
1	Leachate	Chlorinated Herbicides		
1	Leachate	Metals: Sb,As,Ba,Be,Cd,Cr,Co,Cu,Pb,Hg,Ni,Se,Ag,Tl,Sn,V, and Zn	127.00	127.00
1	Leachate	Cyanide as CN, Total	30.00	30.00
1	Leachate	Sulfide, Total	15.00	15.00
<b>Cost per Sample</b>			<b>819.00</b>	
<b>Anticipated Task Cost</b>				<b>819.00</b> - Long Term Care Item 4

**Comments/Special Considerations:**

ADaPT included

**Quote Expiration Date:** February 8, 2011

This quote shall expire 120 days from the above date.

**Terms and Conditions:**

The information contained in this proposal is confidential and shall not be used or disclosed to any third party without prior written permission from Environmental Conservation Laboratories, Inc. In the absence of a written agreement, acceptance of samples is in accordance with Environmental Conservation Laboratories, Inc.'s attached Standard Terms and Conditions of Sale. All payment is due net thirty (30) days from invoicing date unless special arrangements have been requested and approved by ENCO.

**Reporting Format**

A final report summarizing all data and Quality Assurance/Quality Control results will be forwarded no later than one (1) day following completion of analyses. Additionally, *numerous electronic reporting options are available* – contact your Project Manager for details.

ENCO's standard Hardcopy Report includes the following minimum information:

- Date of Sample Collection/Receipt/Extraction/Analysis
- Analytical Data
- Matrix Spike/Matrix Spike Duplicate Recoveries
- Laboratory Check Sample Recoveries
- MS/MSD Relative Percent Differences
- Laboratory Blank Data
- Surrogate Recoveries
- Original Chain-of-Custody

**Sample Disposal/Invoicing**

Samples will be disposed of thirty (30) days after the report date, unless prior arrangements have been made with the laboratory. Samples will be held longer, upon request, on a fee per month basis.

To ensure successful completion of your project, I urge you to communicate any changes in the scope of work (i.e., methods, project start up dates, numbers of samples, matrices, etc.) to either myself or the laboratory as soon as possible. Should you require further information, please do not hesitate to contact me at (407) 826-5314.

Sincerely,  
ENVIRONMENTAL CONSERVATION LABORATORIES, INC.

Russ Erickson

## ENVIRONMENTAL CONSERVATION LABORATORIES, INC.

### TERMS AND CONDITIONS

When a Client places an Order for any work to be done by Environmental Conservation Laboratories, Inc. ("ENCO"), the Order constitutes an acceptance by the Client of ENCO's offer to do business under these Terms and Conditions, and an agreement to be bound by these Terms and Conditions. No contrary or additional terms and conditions expressed in a Client's document shall be deemed to become a part of the contract created upon acceptance of these Terms and Conditions, unless accepted by ENCO in writing. A written agreement signed by both ENCO and Client may supersede some or all of these Terms and Conditions.

#### 1. Orders, Samples, Services

The Client may place an Order by specifying a Scope of Work in writing or by telephone subsequently confirmed in writing. The Order shall not be valid unless it contains sufficient specification to enable ENCO, in its sole discretion, to carry out the Client's requirements. Samples must be accompanied by: a) adequate instruction on type of analysis requested, and b) complete written disclosure of the known or suspected presence of any hazardous substances, as defined by applicable federal or state law. If any samples not accompanied by adequate disclosure cause interruption in ENCO's ability to process work due to contamination, the Client will be responsible for all costs associated with the contamination, including, but not limited to, clean-up and restoration of equipment and premises, and costs associated with ENCO's business interruption. All turnaround times must be mutually agreed upon and will be calculated from Sample Delivery Acceptance, which is the point in time when ENCO has determined that it can proceed with the defined work following receipt, inspection of samples, and resolution of any discrepancies in Chain of Custody forms and project guidance regarding work to be done. Sample delivery alone does not constitute acceptance by ENCO. Prior to Sample Delivery Acceptance at ENCO, the entire risk of loss of or damage to samples remains with the Client. In no event will ENCO have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from ENCO's premises. Client is responsible to ensure that sample shipments comply with all applicable material shipping and labeling laws and regulations. ENCO reserves the right to refuse or revoke Sample Delivery Acceptance for any sample which in ENCO's sole discretion: a) may pose a risk in handling, transport or processing; b) is of unsuitable volume; or c) holding times cannot be met. Unless otherwise specified by the Client and agreed to in writing by ENCO, sample materials will be held for 30 days following the date of the invoice for the work. After thirty days, any remaining materials will, in ENCO's sole discretion, be returned to the Client at the Client's expense or disposed of by ENCO.

#### 2. Payment Terms

Services performed by ENCO will be in accordance with prices quoted and later confirmed in writing or as stated in its most recent Price List. Prices are subject to change periodically without notice. The prices quoted or stated in the Price List do not include any sales, use or other taxes unless specifically stated. All payment shall be made in currency of the United States of America. Checks drawn on foreign banking institutions are not accepted. Payment in advance is required for all Clients except those whose credit has been established with ENCO. For Clients with approved credit, payment terms are net 30 days from the date of invoicing by ENCO. All late payments are subject to an additional interest and service charge of one and one-half percent (1.5%) (or the maximum rate permissible by law, whichever is less) per month or portion thereof from the due date until the date of payment. All fees are the responsibility of the Client. ENCO will not bill a third party without a statement signed by the third party that acknowledges and accepts payment responsibility. Client remains responsible for payment of services billed to a third party. ENCO may suspend work and withhold delivery of data at any time in the event: a) Client fails to make timely payment of any of its invoices; or b) ENCO receives an unfavorable credit report on Client. Client shall be responsible for all

costs and expenses of collection, including reasonable attorneys' fees. Client is responsible for work done prior to suspension of work.

#### 3. Change Orders, Termination

Changes to the Scope of Work, price or result delivery date may be initiated by ENCO after Sample Delivery Acceptance due to any condition which conflicts with analytical or other protocols warranted in these Terms and Conditions. Changes to the Scope of Work may be initiated by the Client after Sample Delivery Acceptance. Such a change must be documented in writing and may result in a change in cost and turnaround time commitment. ENCO may in its sole discretion refuse to accept such changes, and ENCO's acceptance of such changes is contingent upon technical feasibility and operational capacity. Suspension or termination of all or any part of the work may be initiated by the Client. ENCO will complete all work in progress and Client is responsible for payment in full pursuant to these Terms and Conditions for all work completed.

#### 4. Warranties, Liabilities, and Indemnification

Where applicable, ENCO will use analytical methodologies which are in substantial conformity with published test methods. ENCO has implemented these methods in its Laboratory Quality Manuals and referenced Standard Operating Procedures. Where, in ENCO's sole discretion, the nature or composition of the samples requires it, ENCO reserves the right to deviate from these methodologies to the extent necessary or appropriate, in ENCO's sole discretion. Client may request that ENCO perform according to a mutually agreed written Quality Assurance Project Plan (QAPP). In the event that samples arrive prior to agreement on a QAPP, ENCO will proceed with analyses under its standard Quality Manuals then in effect, and ENCO will not be responsible for any resampling or other charges if work must be repeated to comply with a subsequently finalized QAPP. ENCO shall start preparation and/or analysis within method-specified holding times provided that Sample Delivery Acceptance occurs within 48 hours of sampling or within 1/2 of the holding time for the test, whichever is less. Where resolution of inconsistencies leading to Sample Delivery Acceptance does not occur within this period, ENCO will use its best efforts to meet holding times and will proceed with the work provided that, in ENCO's judgment, the chain of custody or definition of the Scope of Work provide sufficient guidance. Reanalysis of samples to comply with ENCO's Quality Manuals will be deemed to have met holding times provided the initial analysis was performed within the applicable holding time. Where reanalysis demonstrates that sample matrix interference is the cause of failure to meet any Quality Manual requirements, the warranty will be deemed to have been met. These warranty obligations are the sole and exclusive warranties given by ENCO in connection with any services performed by ENCO or any Results generated from such services, and ENCO gives and makes NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. No representative of ENCO is authorized to give or make any other representation or warranty or modify this warranty in any way. Client's sole and exclusive remedy for the breach of warranty in connection with any services performed by ENCO, will be limited to repeating any services performed, contingent on the Client's providing at the request of ENCO and at the Client's expense, additional sample(s) if necessary. Any reanalysis requested by the Client generating Results consistent with the original Results will be at the Client's expense.

ENCO's liability for any and all causes of action arising out of or related to this agreement or in connection with provision of services, whether based in contract, tort, warranty, negligence or otherwise, shall be limited to the lesser amount of compensation for the service performed or \$1,000. Under no circumstances, whether arising in contract, tort (including negligence), or otherwise, shall ENCO be responsible for loss of use, loss of profits, or for any special, indirect, incidental or consequential damages occasioned by the services performed or not performed or

by application or use of the reports prepared. Client agrees that these limitations appropriately reflect the business risk and are not unconscionable. In no event shall ENCO have any responsibility or liability to the Client for any failure or delay in performance by ENCO which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of ENCO. Such causes and circumstances shall include, but not be limited to, acts of God, acts of Client, acts or orders of any governmental authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, equipment breakdown, matrix interference or unknown contaminated samples that impact instrument operation, unavailability of supplies from usual suppliers, difficulties or delays in transportation, mail or delivery services, or any other cause beyond ENCO's reasonable control. The Client hereby agrees to indemnify and defend ENCO from any and all claims by any third party arising out of or related to that party's reliance upon the Results provided by ENCO, irrespective of ENCO's negligence or its failure to comply with its warranties or other obligations hereunder. Notwithstanding the Client's duty to indemnify and defend ENCO, the Client may not unreasonably withhold ENCO's right to defend its data.

#### 5. Results, Work Product

Data or information provided to ENCO or generated by services performed under this agreement shall become the property of Client only upon receipt in full by ENCO of payment for the entire Order. Ownership of any analytical method, QA/QC protocols, software programs or equipment developed by ENCO for performance of work will be retained by ENCO, and Client shall not disclose such information to any third party. In the event that ENCO is required to respond to legal process related to services for Client, Client agrees to reimburse ENCO for hourly charges for personnel involved in the response and attorneys' fees reasonably incurred associated with the litigation and ENCO's response.

#### 6. Miscellaneous Provisions

These Terms and Conditions, together with any additions or revisions which may be agreed to in writing and signed by ENCO, represent the entire agreement between the parties and provide the only remedies available. These Terms and Conditions shall supersede any previous communication, representations or agreements, either verbal or written, between the Client and ENCO. The invalidity or unenforceability, in whole or in any part, of any provision, term or condition hereof shall not affect the validity or enforceability of the remainder of these terms and conditions or their interpretations. No waiver by ENCO of any provision, term or condition hereof or of any obligation of the Client shall constitute a waiver of any subsequent breach or other obligation. These Terms and Conditions and any transactions or agreements to which they apply as well as any dispute between ENCO and the Client, whatever its basis, shall be governed by the laws of the State of Florida. The Client waives any defense of personal jurisdiction or forum non conveniens (inconvenient forum) and agrees to submit to personal jurisdiction of the courts of the State of Florida. The Client agrees that the sole and exclusive venue for any action filed in connection with any dispute arising between Client and ENCO shall be in a court of competent jurisdiction in Orange County Florida. **THE CLIENT EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY SUCH ACTION.**