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ENFORCEMENT DIVISION



February 27, 2015

Mr. Rashid Z. Istambouli, P.E., Chief
DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES
POLLUTION REGULATION DIVISION, 7TH FLOOR
701 NW 1ST Court
Miami, Florida 33136-3912

Reference: **AMERICAN TIRE RECYCLING GROUP, LLC**
FINANCIAL ASSURANCE COST ESTIMATE (FACE) - THIRD PARTY QUOTE
FDEP PERMIT # 0303329-WT-001-WT/RER No. SW-1731
3551 NW 116TH STREET MIAMI, FLORIDA
AMEC FOSTER WHEELER PROJECT NUMBER 6783-10-2164

Dear Mr. Istambouli:

On behalf of American Tire Recycling Group, Inc., thank you for your reminder letter dated January 13, 2015 for the 2015 Financial Assurance Cost Estimate (FACE) associated with the closure of the referenced facility. In compliance with Rule 62-711.500(3) Florida Administrative Code (FAC), we have obtained a third party closure cost estimate for the closure of the facility for an estimated \$38,358.67. The cost estimate per tire based on estimated 9,000 tire is \$4.26/tire. A copy of the SWS Environmental Services quote is attached. A copy of the DERM January 13, 2015 letter is attached.

Please call me if you have any questions or require any additional information.

Sincerely,

AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.

Ricardo Fraxedas, P.E.
State of Florida No. 43287

Date: 2/27/15
Amec Foster Wheeler Environment &
Infrastructure, Inc.

Enclosures: SWS quote, DERM Letter

Distributions: Addressee (1)
Mr. Alfredo Reviati -American Tire Recycling Group (1)
File (1)

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Feb 2015\ATR Financial Assurance 2-27-15.docx

Amec Foster Wheeler E&I, Inc.
5845 N.W. 158th Street
Miami Lakes, Florida 33014
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miamidade.gov

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

January 13, 2015

Mr. Alfredo Reviati
American Tire Recycling Group, LLC.
3551 NW 116 ST
Miami, Florida 33167

CERTIFIED MAIL NO. 7014 1200 0002 0822 9767
RETURN RECEIPT REQUESTED

Re: 2015 Closure Cost Estimate for the American Tire Recycling Group, LLC Waste Tire Processing Facility (FDEP Permit No. 0303329-002-WT /WACS No. 99254 /DERM No. SW-1731) located at, near, or in the vicinity of 3551 NW 116 ST, Miami-Dade County, Florida. (Folio No. 30-2133-008-0020).

Dear Mr. Reviati:

The Environmental Permitting Section (EPS) of the Department of Regulatory and Economic Resources (RER) – Division Environmental Resources Management (DERM), under delegation from the Florida Department of Environmental Protection (FDEP), has reviewed its files for the referenced facility and notes that the required annual closing cost estimate has not been submitted to DERM.

Be advised that in accordance with Rule 62-711.500(3), Florida Administrative Code (F.A.C.), the facility's closing cost shall be re-estimated annually and submitted to the EPS, for review and approval, at least sixty (60) days prior to the anniversary date of the financial instrument currently on file with the FDEP. Therefore, within fifteen (15) days of receipt of this letter, please provide an updated closure cost estimate for the facility that addresses the following:

Therefore, within fifteen (15) days of receipt of this letter, please provide an updated estimate which addresses the following:

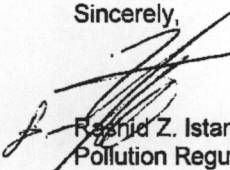
- The estimate shall be based on the cost that would be expended to remove, process, transport and dispose of the maximum amount of waste tires (including used tires) that is permitted to be stored at the facility at any time.
- The cost estimate shall be based on a third party, who is not a subsidiary or parent company of the permittee, that is able to provide services for the proper closure of the referenced facility (as noted above).
- The cost estimate shall be reported on a per unit (tire) basis and certified by a State of Florida registered Professional Engineer.

The engineer certified cost estimate shall be submitted to the EPS for review and approval at the following address:

Attn: Rashid Z. Istambouli, P.E., Chief
Department of Regulatory and Economic Resources
Pollution Regulation Division, 7th Floor
701 NW 1st Court
Miami, FL 33136

Be advised that failure to provide the required cost adjustment in a timely manner may result in the referral of the subject facility for formal enforcement action(s). If you have any questions regarding this letter, please contact Yaimara Perez of the EPS at (305) 372-6600 or via email at perezy@miamidade.gov.

Sincerely,


Rashid Z. Istambouli, P.E., Chief
Pollution Regulation Division

cc: Johnny Vega P.E., Patti Emad, Susana Palomino, P.E., Yaimara Perez – RER
Tor Bejnar – FDEP/TLH (via e-mail: tor.bejnar@dep.state.fl)
Ricardo Fraxedas, P.E. – AMEC Environmental & Infrastructure Inc (via e-mail: ricardo.fraxedas@amec.com)
Alfredo Reviati – American Tire Recycling Group, LLC (via e-mail: areviati@gmail.com)
RER No. SW1731



6900 N.W. 12th Ave.
Fort Lauderdale, FL 33309
954-957-7271 FAX 954-957-7807

February 26, 2015

Ashok K. Aitharaju
AMEC Environment & Infrastructure
5845 NW 158th Street
Miami Lakes, FL 33014-

RE: Budgetary proposal to load, transport and dispose of approximately 9,000 tires located at 3551 NW 116th Street Miami, Florida for Ash 954-695-6796.

Dear Mr. Aitharaju,

SWS Environmental Services is pleased to submit the following proposal for the Scope of Work described herein, along with our standard Terms & Conditions. We appreciate the opportunity to bid on this project and are prepared to perform the work upon your approval of the Proposal.

Job Summary

Mobilize on-site. Perform site safety briefing. Provide front loader and grappler with operator. Provide dump trucks. Load tires into dump trucks and transport to Wheelabrator Fort Lauderdale, Florida. Provide disposal manifest. NOTE: Site unseen. Large off-road tires, aircraft tires, earthmoving equipment tires will NOT be accepted

Description	Rate	Quantity	Unit	Total
Mob / demob	\$195.00	2	Each	\$390.00
Front loader 544	\$1,688.70	1	Week	\$1,688.70
Equipment operator	\$45.00	40	Hour	\$1,800.00
Technician	\$39.00	40	Hour	\$1,560.00
Service truck	\$75.00	4	Day	\$300.00
Transportation of tires (estimated)	\$319.95	41	Load	\$13,117.95
Disposal of tires (estimated)	\$205.55	90	Tons	\$18,499.50
Estimated fuel surcharge	\$94.20	4	Day	\$376.80
Grappler attachment	\$625.72	1	Week	\$625.72
Total:				\$38,358.67

Customer acknowledges that invoicing will consist of actual quantities incurred at the provided rates. Any additional resources required, other than those identified herein, will be invoiced in accordance with SWSES's current time and materials rates. If the Customer issues a Purchase Order for an estimated amount, Customer acknowledges that invoicing will still be based on actual quantities incurred at the provided rates regardless if the Purchase Order amount is exceeded. Any terms proposed in Customer's acceptance of this proposal which add to, vary from, or conflict with this proposal or SWSES's Standard Terms and Conditions, are hereby rejected. Any such proposed terms shall be void and the terms in this proposal and SWSES's Standard Terms and Conditions shall constitute the complete and exclusive statement of the terms and conditions of the contract between SWSES and Customer.

SWSES's Standard Terms and Conditions are hereby incorporated into this proposal. By signing below, you represent that that you are an authorized representative of the Customer and this document and SWSES's Standard Terms and Conditions will constitute a contract between SWSES and the Customer to perform the services in accordance with the scope, pricing, schedule and standard terms and conditions of this proposal. Any changes to SWSES scope, pricing, schedule or standard terms and conditions must be specifically agreed to by SWSES in writing prior to performance of services and incorporated herein.



SWS Environmental Services customary work hours are 8:00 a.m. to 4:00 p.m.

A fuel recovery charge has been incorporated into this lump sum/fixed price quote. We reserve the right to adjust pricing for services provided beyond thirty (30) days from quote date if the cost of fuel varies significantly

All waste must be profiled and acknowledged by the customer.

Labor and equipment will be invoiced portal-to-portal and based on actual quantities incurred.

Transportation rate includes one half hour to load and one half hour to unload. Additional demurrage will be charged at a rate of \$90.00 per hour.

Waste volumes are an estimate only, customer will be charged for actual quantities.

SWS has provided an estimated cost build up for budgetary purposes. However, invoicing will be based on actual quantities incurred at the provided rates. If additional time or resources are required, additional costs above the estimated total will apply.

We appreciate the opportunity to submit this proposal. If you have any questions or require additional information, please contact me at the phone number or address below. If you accept this proposal, please sign and return to SWS Environmental Services.

Respectfully,

Jeffrey Peleg

Jeffrey Peleg
Interim Service Center Manager
6900 N.W. 12th Ave.
Fort Lauderdale, FL 33309
954-957-7271

**AGREED: AMEC Environment &
Infrastructure**

By: _____

Date: ____/____/____

Cc: Jeffrey Peleg, Bus Dev Rep

STANDARD TERMS AND CONDITIONS

1. **Acceptance and Formation of Contract:** All written proposals shall be valid for a period of thirty (30) days. The cancellation or expiration of any contract hereunder shall not affect either Party's obligations under any orders issued and accepted prior to such expiration or cancellation. By issuance of a notice to proceed with the work, whether oral or written, Customer agrees to the terms and conditions stated herein. Any terms proposed in Customer's acceptance of this proposal which add to, vary from, or conflict with the proposal or these terms and conditions are hereby rejected. Any such proposed terms shall be void and the terms in the proposal and these terms and conditions shall constitute the complete and exclusive statement of the terms and conditions of the contract between Progressive Environmental Services, Inc. d/b/a SWS Environmental Services ("SWSES") and Customer.

2. **Project Documents:** SWSES's proposal includes and incorporates SWSES's Rate Schedule which is in effect at the time of performance of the work, all documents provided to SWSES by or on behalf of Customer and all documents provided to Customer or its representative by or on behalf of SWSES. The term "Customer" refers to the party with whom SWSES is contracting. The document is incorporated by reference to the Contract as specified therein and is an integral part of the Contract.

3. **Scope of Work and Price:** All work performed hereunder shall be performed and invoiced in accordance with SWSES's written proposal, SWSES's Rate Schedule which is in effect at the time of performance of the work, the other Project Documents, and the terms and conditions stated herein as each may be applicable to the type of work performed. In the event that the scope of work, schedule, or material changes, Customer agrees to pay SWSES on a time and material basis in accordance with SWSES's then current Rate Schedule or other unit rates, whichever is applicable, unless a revised proposal is prepared by SWSES and accepted by Customer. Emergency response services shall be performed and invoiced in accordance with SWSES's current Rate Schedule. Unless expressly set forth, SWSES's proposal does not include state or local sales tax. If any such taxes are applicable and the client does not provide a Direct Pay or Tax Exemption Certificate for this work, such taxes will be added to the invoiced amount as a separate line item. A fuel recovery fee will be invoiced for all transportation, disposal and fuel consuming equipment charges at the prevailing rate at the time work is performed. Please see the recovery fee link on our web site at www.swsenvironmental.com.

4. **General Conditions of Work:** Customer is responsible for furnishing to SWSES all pertinent data and information concerning the work to be performed hereunder, the nature of the work site and the nature of the conditions to be remediated, including special hazards or risks involved with such work, premises, site or conditions. Unless otherwise stated in SWSES's proposal, pricing is based upon the following general conditions: (a) SWSES will not incur any waiting or standby time for reason beyond SWSES's control; (b) access to, from and at the work site will not be restricted or limited; (c) there will be no overhead, underground, aboveground or other obstructions, rocks, pipelines, or utilities that would impede SWSES's work; (d) the work site and all access ways shall be suitable for the size and weight of all vehicles and equipment utilized to perform the work; (e) all wastes shall conform to the representations of Customer and the Project Documents; (f) all non-emergency response related work will be performed Monday through Friday during daytime business hours between 8:00 a.m. and 4:00 p.m. (work performed outside of this time frame will be charged at 1.5 times the standard rates or as otherwise provided in SWSES's then current Rate Schedule; work performed on Sundays and holidays will be charged at two times the standard rates); (g) Customer is responsible for all damage to equipment and its components not caused by the direct fault of SWSES; and (h) Customer is responsible for all costs associated with overloading of containers or trucks including citations, damages to equipment or property, loss of revenue, etc., unless loaded by SWSES. Any variation in these conditions is considered a change in the scope of work unless expressly otherwise stated in SWSES's proposal.

If any of the waste contains materials which do not conform to the descriptions provided by Customer and/or in the Waste Profile Sheets ("non-conforming waste"), SWSES may, at its option properly dispose of it, return it to Customer or require Customer to remove and dispose of the non-conforming waste at Customer's expense and reimburse SWSES for any expenses that it has incurred. Customer is expressly prohibited from allowing any other carrier to move SWSES's equipment without the prior written consent of SWSES. The equipment that SWSES furnishes to Customer will remain on its property until moved by SWSES. Customer will be responsible for any loss or damage resulting from its handling of the equipment, except for normal wear and tear. Customer will not overload by weight or volume, move or alter the equipment and will take reasonable precautions to prevent others from doing the same. Customer will use the equipment only for its intended purpose. If the equipment is inaccessible or overloaded by weight or volume, SWSES's service will be subject to an additional charge as outlined in SWSES's then current Rate Schedule or other unit rates as applicable. SWSES will not be responsible for damage to Customer's driving surfaces resulting from weight of vehicles or equipment.

5. **Invoicing and Payment:** Customer shall make payments due under each invoice within fifteen (15) days of the invoice date. Interest shall begin to accrue on the invoice due date for payments not received by such date at the smaller of (i) the maximum lawful interest rate or (ii) one and one-half (1½%) percent per month. The individual signing the proposal incorporating these terms personally guarantees payment of any charges incurred thereunder. All payments will be first applied to interest, if any. In the event payment is not timely made and SWSES files a lien or bond claim on Customer's account, Customer will be assessed an administrative charge of \$500.00 plus any applicable costs provided for in paragraph 6. However, Customer expressly agrees that SWSES is a beneficiary to, and may impose a lien on, any and all of Customer's insurance policies and/or proceeds. Customer expressly acknowledges that its obligation to pay all amounts incurred hereunder is absolute and is not conditioned upon availability of funding, insurance, or any other reasons.

6. **Disputes and Waiver of Rights:** In the event that Customer disputes any portion of any invoice, Customer shall provide SWSES written notice of the disputed items within fifteen (15) days of the invoice date. The written notice must specifically state the portion in dispute and describe the dispute in such detail that SWSES has full notice of the dispute. Customer hereby agrees that failure to provide such written notice within fifteen (15) days of the invoice date constitutes waiver of any such dispute and full payment of the invoice shall be provided to SWSES. Customer agrees that it will not claim any dispute after the fifteen (15) day period that has not been timely specified in writing to SWSES. Further, Customer agrees that the non-disputed portion of the invoice will be paid within fifteen (15) days of the invoice date.

In the event that a lawsuit arises out of any matter related to this contract and SWSES prevails, Customer agrees to pay SWSES's attorneys' fees and costs, including, but not limited to, in-house counsel at the rate of \$300.00 per hour and outside counsel, plus court costs and expenses. Further, Customer agrees to pay SWSES for its' personnel at twice the rate stated in its' rate sheet for any time spent preparing the case or testifying at a deposition or trial.

7. **Title to Waste:** The parties hereto agree that SWSES is not and shall not be considered the owner or generator of, and shall not take title to, any waste materials or substances remediated, removed or otherwise handled by SWSES on behalf of Customer. Customer hereby authorizes SWSES to sign waste manifests and profiles as agent for the generator.

8. **Indemnity:** Each party hereto agrees to indemnify, defend and hold harmless the other party hereto and the other party's shareholders, directors, officers, employees and agents, from and against any and all claims, demands, causes of action and liabilities of any nature, whether for damages to property, business interests, or persons or for death, arising out of or related to the performance of this Contract and/or the conditions to which this Contract pertains, to the extent that any such claims, demands, causes of action and/or liability is attributable to the breach of contract, negligence, or other fault of the indemnifying party. The indemnification by each party shall survive the termination of this Agreement. Notwithstanding the foregoing, where the work or services provided by SWSES consists of or is related to emergency response, SWSES does not waive any right or ability it may have to assert responder immunity pursuant to any applicable Federal, state and/or local laws and ordinances and/or any lawful order, regulation and/or rules thereunder and shall not be liable for any claims where such responder immunity applies.

9. **Assignment:** Customer may not assign, transfer or otherwise vest in any other company, entity or person, any of its rights or obligations under the Agreement without the prior written consent of SWSES, which consent shall not be unreasonably withheld.

10. **Jurisdiction and Venue:** The substantive laws of the State of Florida, without regard to conflicts of laws principles that would require application of any other law, shall govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, formation, construction, breach, performance, termination and enforcement. The Parties mutually consent to the exclusive jurisdiction of the federal and state courts in the State of Florida and agree that any action, suit or proceeding concerning, related to or arising out of this Agreement and the negotiation of this Agreement will be brought only in a federal or state court in the State of Florida and the Parties agree that they will not raise any defense or objection or file any motion based on lack of personal jurisdiction, improper venue, inconvenience of the forum or the like in any case filed in a federal or state court in the State of Florida.

Initial _____