FLORIDA DEPARTMENT OF
Environmental Protection

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

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

Source-Separated Organics Processing Facility Registration

Confirmation of Submission

06/23/2020

Waste Registration Section

WASTE MANAGEMENT INC. OF FL

TRAIL RIDGE LANDFILL, INC.

5110 US Highway 301 S Jacksonville, FL 32234 3606

Dear **WASTE MANAGEMENT INC. OF FL**

Your application for Registration of a Source-Separated Organics Processing Facility (SOPF) for TRAIL RIDGE LANDFILL, INC. (located at 5110 US Highway 301 S , Jacksonville) in Duval County is complete. Your facility identification number (WACS ID) is 33628. This registration is valid until August 1, 2021. The receipt number for the registration fee you paid is 34212

You must comply with the requirements specified in Chapter 62-709, Florida Administrative Code (F.A.C.) in order to maintain qualification for the registration program. A summary of the operating requirements is attached.

If you have any questions or need further assistance, please contact Waste Registration Section at (850) 245-8707 or by e-mail at Waste.Registration@dep.state.fl.us.

Please retain a copy of this confirmation for your records.

Sincerely,

Waste Registration Section

cc: Brian Durden; Northeast District

Florida Department of Environmental Protection

Solid Waste Section, Mail Station 4565
2600 Blair Stone Road, Tallahassee, Florida 32399-2400

DEP Form # 62-709.901(3)
Form Title Appl for Reg. and Ann Rep for a YT Trans Station or SW Organic Recycling Facility
Effective Date February 15, 2010
DEP Facility ID No. 33628 (Filled in by DEP)
DEP WACS ID No: 33628 (Filled in by DEP)
This form is adopted by reference in subsection 62-709.901(3), F.A.C.

Application for Registration and Annual Report for a Yard Trash Transfer Station or a Solid Waste Organics Recycling Facility

PART A - GENERAL INFORMATION

1. Type of Application: New ☐ Renewal (due July 1) ☑ Annual report only for facility operating under permit: ☐

2. Type of Facility: Yard trash recycling ☑ Manure blending ☐
   Yard trash transfer station ☐ Vegetative, animal byproducts or manure composting ☐

3. Type of Waste Processed: Yard trash ☑ Manure ☐ Animal byproducts ☐ Pre-consumer Vegetative ☐
   Vegetative (could/did come into contact with animal products or byproducts or end user) ☐

4. Facility Name: TRAIL RIDGE LANDFILL, INC.

5. Registrant Name (or Permittee if annual report only): TRAIL RIDGE LANDFILL, INC.

6. Federal Employer Identification Number: 591094518

7. Mailing Address: 5110 US Highway 301 S

   City Jacksonville State FL Zip 32234 3606

   Street Mailing Address (if different):

   City State Zip

8. Facility Location - Street Address or Property Number: 5110 US Highway 301 S

   City Jacksonville County Duval

9. Contact Person: PARKER,ERIC Telephone: (904) 748-6006

PART B - ADDITIONAL INFORMATION REQUIRED FOR REGISTRATION APPLICATION

10. Records required by Rule 62-709.320, F.A.C., will be kept at the facility? Yes ☑ No ☐

    If no, please indicate where these records will be kept and made available upon Department request to review the records:

11. Does the registrant own the facility site? Yes ☐ No ☑

    If you answered no, please attach evidence that the facility owner or operator has permission from the landowner to operate a yard trash transfer station or a solid waste organics recycling facility at this site.

12. Has the organic recycling facility begun operations? Yes ☑ No ☐

    If this facility was operating in the previous calendar year, the annual report in Part C must be completed.

13. ~~Include a check or money order for the $35.00 registration fee made payable to the Florida Department of Environmental Protection.~~ Payment of $35.00 for this registration was received via online transaction.

I affirm that I have read Rules 62-709.320, 62-709.330 and 62-709.350, F.A.C., and shall comply with the requirements specified in those rules. I also affirm that the information provided in the application is true, accurate, and correct to the best of my knowledge. I have attached all documents and/or authorizations that are required.

Eric Parker, Environmental Manager	*Eric Parker*	06/23/2020
Print Name and Title of Registrant or Authorized Agent	Signature	Date

Email address (if available): eparker1@wm.com

PART C - ANNUAL REPORT

14. Calendar Year (January 1 through December 31) Covered by this Report: 2019

15. Values used in this report are in (SELECT ONE): Tons ☑ Cubic Yards ☐

16. **For Existing Facilities that have not reported this information in the past**, Amount of

    a. Unprocessed Material On Site at Beginning of Report Year: 0

    b. Processed Material On Site at Beginning of Report Year (total): 0

17. Total Quantity of Material Received During Report Year: 82418.00

18. Total Quantity of Material Lost Due to Processing (e.g. grinding, drying, shrinkage, fires, etc.) During Report Year: 1.00

19. Total Quantity of Material Removed from Site for:

    a. Use (e.g., landfill cover, fuel, mulch, compost, etc.): 82417.00

    b. Disposal: 0

    c. Other (transfer stations) 0

20. Total Quantity On Site at End of Report Year of:

    a. Unprocessed Material: 0

    b. Processed Material: 0

Note that the total sum of items 16 a and b plus 17 must equal to sum of items 18, plus 19 a, b and c, plus 20 a and b.

Total of items 16 and 17: 82418.00 Total of Items 18, 19 and 20: 82418.00

I affirm that the information provided in the annual report is true, accurate, and correct to the best of my knowledge.

Eric Parker, Environmental Manager	*Eric Parker*	06/23/2020
Print Name and Title of Registrant/Permittee or Authorized Agent	Signature	Date

Email address (if available): eparker1@wm.com

~~PART D - MAILING INSTRUCTIONS~~

This registration was completed and payment of $35.00 (if applicable) was received via online transaction.

~~**Remember to include the $35.00 fee if this is also a registration application.** Mail completed form to:~~

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

6951-05

AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
TRAIL RIDGE LANDFILL, INC.
FOR
WOOD AND YARD WASTE PROCESSING, REUSE AND DISPOSAL

THIS AGREEMENT is made and entered into in duplicate as of the 14 day of May, 2014, retroactive to September 30, 2013 (hereinafter the "Effective Date"), by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (hereinafter the "CITY"), and TRAIL RIDGE LANDFILL, INC., a foreign profit corporation with offices at 1001 Fannin, Suite 4000, Houston, Texas 77002 and an address at 5110 U.S. Highway 301 South, Baldwin, Florida (hereinafter the "CONTRACTOR"), for wood and yard waste processing, reuse, and disposal (hereinafter the "Project").

WITNESSETH:

WHEREAS, CITY prepared Bid Number SC-0583-13 for the Project; and

WHEREAS, CONTRACTOR submitted a bid to the City and was selected by the City as the lowest conforming responsive bidder; and

WHEREAS, CITY and CONTRACTOR have negotiated mutually satisfactory terms for the execution of the Project; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the legal sufficiency of which is admitted, the parties agree as follows:

ARTICLE 1: Engagement of CONTRACTOR:

1.01. CITY hereby engages CONTRACTOR and CONTRACTOR hereby accepts said engagement for the purpose of providing to CITY a site, all labor, equipment, and supervision necessary to receive, weigh, process, recycle, reuse, and dispose of wood and yard trash for the Project, as described in and according to the applicable provisions of: "BID SPECIFICATIONS FOR WOOD AND YARD WASTE PROCESSING, REUSE AND DISPOSAL", all addenda

thereto, and explanatory emails and documents attached hereto as **Composite Exhibit A** (the "Services") and by this reference made a part hereof and incorporated herein.

1.02. If any services, functions, or responsibilities not specifically described in this Agreement or its exhibits are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Agreement and/or its exhibits hereto. CONTRACTOR shall be responsible for providing the equipment, supplies, personnel, including management, employees, and training, and other resources as necessary to provide the Services.

1.03. CITY has secured the services of another party under separate contract for the processing of storm generated debris. In the event of a declared storm event, the storm generated material delivered to CONTRACTOR will be limited to bagged yard waste.

ARTICLE 2: Coordination and Services Provided by CITY:

CITY shall designate for the Services received a Project Coordinator who will, on behalf of the CITY, coordinate with CONTRACTOR and administer this Agreement according to the terms and conditions contained herein and in the exhibit(s) attached hereto and made a part hereof. It shall be the responsibility of CONTRACTOR to coordinate all Project-related activities with the designated Project Coordinator. CITY's Project Coordinator shall be: Jeffrey Foster, Division Chief of Solid Waste or his designee: 904.255.7512 (phone); 904.387.8905 (fax); Jsfoster@coj.net (email). The name of said designee shall be given in writing and will not necessitate a formal amendment to this Agreement.

ARTICLE 3: Duration of Agreement, Termination and Default:

3.01. The term of this Agreement shall become effective as of the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein until September 30, 2014 (the "Initial Term") unless sooner terminated as provided herein. This Agreement may be renewed, in the sole discretion of CITY, based upon CONTRACTOR's performance and adherence to the terms and conditions of this Agreement, for up to three (3) additional one (1) year periods upon terms and conditions mutually agreeable to the parties.

3.02. Should either party default in its obligations under this Agreement, the non-defaulting party shall provide written notice to the defaulting party of the default. The defaulting party shall be given ten (10) business days from receipt of the notice of default (or any such other amount of time agreed to by the parties in writing) to remedy the default. If the default is not remedied within such time frame, the non-defaulting party may terminate this Agreement by giving the defaulting party thirty (30) days' advance written notice. Notwithstanding the foregoing, or any other provision of this Agreement to the contrary, in the event of a default, the non-defaulting party shall be entitled to all available remedies at law or equity.

3.03. Notwithstanding the foregoing, or any other provision of this Agreement to the contrary:

3.03.01. CITY may terminate this Agreement at any time in the event of loss of funding for any reason by giving CONTRACTOR twenty-four (24) hours' oral notice with written confirmation following.

3.03.02. CITY has the absolute right to terminate this Agreement for convenience without cause and without any additional cost or expense to CITY by giving CONTRACTOR thirty days' advance written notice of such date of termination.

3.04. In the event this Agreement is terminated, CONTRACTOR shall be paid for any unpaid billings for all Services performed up to the date of receiving notice of termination, reasonable costs, and fees associated with an orderly close-out of the work to the extent authorized in writing by CITY.

ARTICLE 4: Delays:

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall in such event be extended for a period equal to any time lost due to such prevention or delay.

ARTICLE 5: Suspension of Services:

CITY may suspend the performance of the Services rendered by providing five (5) days' written notice of such suspension. Schedules for performance of the Services shall be amended

by mutual agreement to reflect such suspension. In the event of suspension of Services, the CONTRACTOR shall resume the full performance of the Services when directed in writing to do so by the Project Coordinator. Suspension of Services for reasons other than the CONTRACTOR's negligence or failure to perform shall not affect the CONTRACTOR'S compensation as outlined in this Agreement. Should the suspension be longer than 30 days, CONTRACTOR shall have the right to terminate this Agreement on seven days' notice.

ARTICLE 6: Payments for Services of CONTRACTOR:

6.01. CITY will compensate CONTRACTOR for the Services rendered hereunder in accordance with the following terms:

6.01.01. CONTRACTOR's fee for the Services shall be $13.58 per ton. For each year of this Agreement, host fees shall be paid to CITY for ALL wood and yard waste tons received by CONTRACTOR or CONTRACTOR's facility. The host fee payable to the CITY is $7.16 per ton of accepted materials not recycled or beneficially reused. The City shall retain the host fees on a monthly basis calculated from the monthly report supplied to the CITY by CONTRACTOR, as verified and approved by CITY, regarding quantity of wood and yard waste received but not recycled or beneficially reused. CONTRACTOR represents and warrants that the report will be accurate based upon CONTRACTOR's records and CONTRACTOR indemnifies CITY to the extent such reports are inaccurate. At such time that Florida Department of Environmental Protection certifies the amount of wood and yard waste that qualifies for recycling credit, CITY and CONTRACTOR shall "true-up" the host fees payable to CITY. If the retained host fees is insufficient, CONTRACTOR shall pay the difference within 30 days. If the retained host fees exceeds the host fees due to the CITY, CITY shall pay the exceedance to CONTRACTOR within 30 days. The amount of the host fee that will be reimbursed to CONTRACTOR for the amount that is recycled will be based solely on the tonnage and/or tonnage credit that is determined by the Florida Department of Environmental Protection's certified recycling report for that facility and that reporting year.

6.01.02. Such fee of $13.58 shall be adjusted annually upward or downward on the anniversary date of this Agreement by an amount equal to 100% of the change of the Consumer Price Index (the "CPI") for the most current January to January twelve (12) month period immediately preceding the adjustment. Such adjustment shall utilize the CPI for the South Urban Area, all items

not seasonally adjusted, base period (1982-1984=100), as published by the Department of Labor, Bureau of Statistics. The adjusted rates shall be rounded up or down to the nearest cent.

6.01.03. CONTRACTOR shall bill CITY monthly for Services provided the previous month. CONTRACTOR must furnish invoices and such other documentation satisfactory to CITY to allow and authorize payment. Such invoices must state that the request for payment is subject to and governed by the provisions of Section 837.06, Florida Statutes. By the 19th of each month, CONTRACTOR shall submit a monthly Waste Analysis Report (Exhibit B) detailing its operations for the preceding month to the Solid Waste Division, 1031 Superior Street, Jacksonville, Florida 32254. Such monthly report shall itemize the total tons of yard waste received, processed, used (with such use stated), and stockpiled, both processed and unprocessed.

6.01.04. All invoices must be sent to: City of Jacksonville General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, FL 32202. Payments shall be made within thirty (30) days after receipt of said invoices and other documentation by the CITY.

6.02. The maximum indebtedness of CITY for all fees, reimbursable items, or other costs for Services provided by CONTRACTOR pursuant to this Agreement shall not exceed the sum of ONE MILLION EIGHT HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED AND 00/100 DOLLARS ($1,833,300.00) for the Initial Term . Should costs exceed such maximum indebtedness, the parties shall secure an increase in the maximum indebtedness through CITY's regular procurement process for amending contracts.

6.03. The CITY's obligations under this Agreement are contingent upon the availability of lawfully appropriated funds for the Project and this Agreement.

ARTICLE 7: Indemnification:

7.01 CONTRACTOR and its employees, agents, and subcontractors shall indemnify, defend, and hold harmless CITY and/or its using agencies named in the contract documents, its directors, officers, agents, representatives, and employees from and against any damages, liabilities, 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 CONTRACTOR and other persons employed or utilized by CONTRACTOR in the performance of this Agreement or the work performed thereunder.

7.02 This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise.

ARTICLE 8: Insurance:

8.01 The amounts and types of insurance required should be reasonably commensurate with the hazards and magnitude of the Project, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards described below. Insurance requirements should be tailored to the type of construction or operations contemplated.

8.02 Without limiting its liability under the Agreement, CONTRACTOR and its sub-contractors shall procure and maintain at their expense during the life of this Agreement insurance of the types and in the minimum amounts stated below:

SCHEDULE	LIMITS
Workers Compensation & Employer's Liability (including appropriate Federal Acts)	Florida Statutory Coverage $100,000 Each Accident $500,000 Disease/Policy Limit $100,000 Each Employee/Disease
Commercial General Liability – Occurrence Basis Only Including Premises – Operations Products Completed Operations Blanket Contractual Liability Blanket, X, C, U Hazards Independent Contractors	$1,000,000 Per Occurrence $2,000,000 Aggregate
Automobile Liability All autos – owned, hired & non-owned (Automobile liability is required when services provided involve automobile use, including the delivery of goods.)	$1,000,000 Combined Single Limit

8.03 Said insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes. Said insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

8.04 Said insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City.

8.05 The City of Jacksonville and or its using agencies as identified in the contract documents shall be named as additional insureds under the Commercial General Liability Insurance.

8.06 Prior to commencing any work on the Project, a Certificate of Insurance approved by CITY's Division of Risk Management demonstrating the maintenance of said insurance shall be furnished to CITY. The certificates shall provide that no material alteration or

cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by the City.

8.07 Anything to the contrary notwithstanding, the liabilities of CONTRACTOR under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage. Neither approval of nor failure to disapprove insurance furnished by CONTRACTOR shall relieve the CONTRACTOR or its sub-contractors from the responsibility to provide insurance as required by this Agreement.

8.08 Depending upon the nature of any aspect of the Project and its accompanying exposures and liabilities, CITY may, at its sole option, require additional insurance coverages in amounts responsive to those liabilities which may or may not require that CITY and other authorized representatives also be named as additional insureds.

ARTICLE 9: Nonwaiver:

Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, CITY's payment for the Services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by an employee or agent of either party shall not release either party from its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

ARTICLE 10: Compliance with State and Other Laws/Licenses and Certifications:

In the provision of the Services, CONTRACTOR must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Sunshine Law), with respect to the Project. Such laws, rules, regulations, and ordinances must also include, but are not limited to, obtaining and maintaining all licenses and certifications that are required to perform the Services contemplated in this Agreement in the City of Jacksonville, State of Florida. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this article shall be incorporated into and become a part of the subcontract.

ARTICLE 11: Equal Employment Opportunity.

The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations, and the Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part

60-250.5 of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. If the CONTRACTOR is exempt from any of the above-cited terms, written evidence of such exempt status must be provided to the CITY.

ARTICLE 12: Independent Contractor:

In the performance of this Agreement, CONTRACTOR shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of CITY. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized in the full performance of Services under this Agreement.

ARTICLE 13: Retention of Records/Audit:

CONTRACTOR and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred in the performance of the Services and shall make such materials available at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment under this Agreement for inspection and/or audit by the CITY. All such documents directly relating to the Services performed under this Agreement shall be open to the CITY's inspection and audit during CONTRACTOR's regular business hours.

ARTICLE 14: Governing State Law/Venue/Severability:

The rights, obligations, and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

ARTICLE 15: Article Headings:
Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

ARTICLE 16: Construction:
Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement; therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentem" shall not be applied to the interpretation of this Agreement.

ARTICLE 17: Successors and Assigns/Personal Liability:
The CITY and the CONTRACTOR each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this

Agreement, and any assignment or transfer by the CONTRACTOR of its interests in this Agreement without the prior written consent of the CITY shall be void, in the sole discretion of the CITY. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of the CITY.-10-

ARTICLE 18: Notice:
All notices under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

16.01. As to the CITY:

Jeffrey Foster
Division Chief of Solid Waste
City of Jacksonville
1031 Superior Street
Jacksonville, FL 32254

With copy to:

Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, FL 32202

16.02. As to CONTRACTOR:

Greg Mathes
Trail Ridge Landfill, Inc.
5110 U.S. Highway 301 South
Baldwin, FL 32234

ARTICLE 19: CONTRACTOR Defined:
As used herein, the term "CONTRACTOR" shall include but not be limited to Trail Ridge Landfill, Inc., its officers, employees, agents, subcontractors, and other persons, firms, partnerships, corporations, or other entities working for it or on its behalf.

ARTICLE 20: Conflict of Interest:
The parties will follow the provisions of Section 126.112, *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the CITY to the extent the parties are aware of the same.

ARTICLE 21: Entire Agreement/Amendments:
This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the CONTRACTOR hereunder. No statement, representation, writing, understanding, agreement, course of action, or course of conduct made by either party or any

representative of either party which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendments to this Agreement or any of the terms, provisions, and conditions hereof shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

ARTICLE 22: Incorporation by Reference:
The "Whereas" recitals at the beginning of this Agreement are accurate, true, and correct and by this reference are made a part hereof and are incorporated herein. Similarly, all exhibits and other attachments to this Agreement that are referenced in this Agreement are by this reference made a part hereof and are incorporated herein.

ARTICLE 23: Order of Precedence:
In the event of any conflict between or among the provisions of this Agreement and those of any exhibit attached hereto or of any amendment, the priority in decreasing order of precedence shall be: 1) fully executed amendment; 2) provisions in this Agreement; and, 3) exhibits to this Agreement.

ARTICLE 24: Counterparts:
This Agreement and all amendments thereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

ARTICLE 25: Performance Bond:
CONTRACTOR shall obtain and deliver a performance bond in the amount of 100% of CITY's maximum indebtedness for the Services for each year of this Agreement, as more particularly specified in Section 6.02 of this Agreement. Such performance bond shall be on the form attached hereto as **Exhibit B** and must be renewed each year of the Agreement to conform with the monetary amount in each year specified in Section 6.02. CONTRACTOR shall record the fully executed performance bond in the Official Records for Duval County found in the Office of the Clerk of the Circuit and County Courts in the Duval County Courthouse. CONTRACTOR shall cause said performance bond to remain continually effective through the Initial Term of this Agreement and through any renewal term(s).

[Remainder of page left blank intentionally. Signature page follows immediately.]

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

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Alvin Brown
Mayor

In accordance with the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement, and that provision has been made for the payment of monies provided therein to be paid.

_____
Director of Finance
CITY Contract Number: 6951-05

Form Approved:

_____
Office of General Counsel

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

WITNESS:

By _____
Signature

RONALD KAPLAN
Type/Print Name

Asst Sec
Title

TRAIL RIDGE LANDFILL, INC.

By _____
Signature

Tim Hawkins
Type/Print Name

President
Title