

Order 57-16/17

Passage as an Emergency: 8-0 (Thibodeau absent) on 10/5/2016

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

Effective 10/5/2016

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING THE RIVERSIDE RECYCLING FACILITY AGREEMENT
WITH CPRC GROUP, LLC**

ORDERED, that the 10-Year Agreement between Portland and the CPRC Group, LLC for management and other services at its Riverside Recycling Facility is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or his or her designee to execute said document in substantially the form attached hereto and any other related documents necessary or convenient to carry out the intent of said documents and this Order.

**AGREEMENT BETWEEN THE
CITY OF PORTLAND
AND
CPRC GROUP, LLC**

THIS AGREEMENT is entered into this ____ day of October 2016, by and between the **CITY OF PORTLAND**, a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine 04101 (hereinafter the "**CITY**"), and **CPRC GROUP, LLC**, a Maine limited liability company with a mailing address of 70 Pleasant Hill Road, Scarborough, ME 04074 (hereinafter the "**CONTRACTOR**").

WITNESSETH:

WHEREAS, the CITY did advertise a Request for Proposals #7516 entitled "Management and Operation of Construction and Demolition Recycling Center and Transfer Station," (hereinafter, the "Request for Proposals"), a copy of which is attached as Exhibit A and made a part hereof; and

WHEREAS, the CONTRACTOR has the requisite knowledge and technical ability to perform the required services and has submitted a proposal for the provision of such services dated June 28, 2016, (hereinafter, the "Proposal"), a copy of which is attached as Exhibit B and made a part hereof; and

WHEREAS, after due consideration of all the Proposals, the CITY did award this contract to the CONTRACTOR;

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. The CONTRACTOR will furnish the services, materials, supplies, equipment and labor (hereinafter the "Work") in accordance with the specifications contained in the Request for Proposals issued to the Contractors under date of May 26, 2016 by the Purchasing Manager of the City of Portland, and also in accordance with the CONTRACTOR's Proposal. The restatement in this document of any term of the Request for Proposals or Proposal shall not be deemed to waive any term not so restated. If any disagreement is found between Request for Proposals or the Proposal and this document, then this document shall govern; and the Request for Proposals shall govern over the Proposal, to the extent they disagree; provided, however, that this document and its attachments shall be construed to be supplemental to one another to the extent possible. Capitalized words in this Agreement shall have the same meaning set forth in the
2. MANAGEMENT AND OPERATION OF THE FACILITY

- a. Assumption of operation. On the Effective Date of this Agreement, the CONTRACTOR shall begin Work at the Project Site. The CONTRACTOR shall operate and maintain the Project Site in accordance with this Agreement, all Applicable Laws, the Operations Manual and the specifications contained in the CITY's Requests for Proposal, and CONTRACTOR's PROPOSAL. The CITY shall own the Project Site
- b. Regulatory compliance. The CONTRACTOR shall perform work in strict conformance with the provisions of all permits and Applicable Law (including the applicable requirements of all regulatory agencies). The CONTRACTOR shall be responsible for obtaining, maintaining and ensuring compliance with all Permits required, and for performing its operations consistent with the Operations Manual and Applicable Laws. In addition thereto, the CONTRACTOR shall comply with all orders, if any, of any governmental entity. CITY shall receive notice and may attend, at its option, any meetings with representatives of any governmental entity regarding compliance or failure to comply with Permits or Applicable Law. CITY and CONTRACTOR shall provide each other with any information it has or receives regarding any citations, notices of violation, enforcement actions, legal suits or emergency orders. The CONTRACTOR shall respond promptly to all citations, notices of violation, enforcement actions, legal suits, and emergency orders with respect to the CONTRACTOR's operations issued by any governmental entity with jurisdiction. In addition to the CONTRACTOR's indemnity provided elsewhere in this Agreement, the CONTRACTOR shall pay all costs, including, but not limited to, attorney's fees and costs, of responding to all such citations, notices of violation, enforcement actions, legal suits, and emergency orders and shall pay all costs, including, but not limited to, attorney's fees and cost, of correcting deficiencies and achieving compliance with all such citations, notices of violation, enforcement actions, legal suits, and emergency orders and shall pay any fines or penalties assessed as a result of non-compliance.
- c. Employees, equipment and subcontractors. CONTRACTOR shall employ such employees as required to perform Work under this Agreement. CONTRACTOR shall provide all labor, including equipment operators, sorters, and incidental labor; and materials, equipment, tools, supplies and utilities required for Work performed at the Project Site and compliance with other terms and conditions of this Agreement. CONTRACTOR shall be responsible for any costs and other liabilities of its subcontractors at the Project Site.
- d. Operating responsibility. The Project Site shall be open for the receipt of Acceptable Waste during the following hours: Monday – Saturday, 7AM – 4 PM. The CONTRACTOR may reduce hours during the winter months from 7:30 AM – 3:30 PM. If emergency conditions render it impractical to dispose of the resultant volume of Acceptable Waste within the normal operating hours of the Facility, the CONTRACTOR shall open the Facility on other days and times as reasonably requested by CITY without additional charge to CITY.
- e. The CONTRACTOR shall, at its expense, perform Work at the Facility, including, but not limited to:
 - i. receive all Acceptable Waste delivered to the Project Site;
 - ii. inspect all waste delivered to the Project Site;
 - iii. reject all Unacceptable Waste delivered to the Project Site;
 - iv. sort all waste delivered to the Project Site;
 - v. recycle all Acceptable Waste which is capable of being recycled;

- vi. process all Acceptable Waste delivered at the site, either through the use of its own personnel or through the procurement of services from firms who shall process the Acceptable Waste;
 - vii. transport and legally dispose of all waste which cannot be processed or recycled.
 - viii. transport and legally dispose of all Unacceptable Waste erroneously accepted at the Project Site;
 - ix. maintain all access roads at the Project Site and provide for access during all seasonal conditions;
 - x. market and sell recycled material which is generated from Acceptable Waste delivered to the Project Site;
 - xi. maintain communications with City to provide for the operation and maintenance of the Project Site in accordance with this Agreement and Applicable Law;
- f. CONTRACTOR REPORTS. CONTRACTOR shall provide monthly reports to CITY no later than the tenth (10th) business day of each month. The monthly report shall contain the following information with respect to the previous month:
- i. total tonnage of all waste delivered to the Project Site;
 - ii. of material processed and/or disposed of.
 - iii. record of any hazardous or special waste, if any, that was received at the Facility and its method and place of disposal;
 - iv. all reports and correspondence which may be necessary for permit compliance;
 - v. the dates of all regulatory agency inspections with the name of agency and inspector. A copy of any concurrent or subsequently written inspection report, notice of violation, or citation shall be supplied to CITY, upon receipt. A copy of any report submitted by CONTRACTOR to any governmental entity, whether in response to such notices of violation and/or citations or not, shall be supplied to CITY contemporaneously;
 - vi. copies of all inquiries, complaints, accidents, or incidents and a description of the resolution of same;
 - vii. all financial reports provided by CONTRACTOR shall be in accordance with generally accepted accounting principles.
- g. Signage. CONTRACTOR shall be responsible for all signage in the Project Site. Prior to installing such signage, CONTRACTOR must receive the CITY's written consent, and all signage must comply with applicable laws, ordinances, rules and regulations.
- h. Record keeping. The CONTRACTOR shall maintain on-site, readily retrievable for reference and in clean and usable condition, at least one copy each of approved construction drawings, specifications, reports, permits, Operations Manual and all prior months' operations reports and correspondence with CITY and all governmental entities.
- i. Permitting; payment of operating expenses. CONTRACTOR shall be responsible for any costs or expenses associated with the permitting of the Facility subsequent to the Effective Date. Except as otherwise specifically provided herein, CONTRACTOR shall be solely responsible for and shall pay all costs and expenses incurred in the performance of its operating responsibilities.

- j. Waste Deliveries. CONTRACTOR shall not accept waste deliveries of any kind at the Facility other than waste defined as Acceptable Waste in this Agreement.
 - k. The CONTRACTOR covenants and agrees that all Work performed and furnished hereunder shall be free from all defects, and that all Work shall be performed in a good workmanlike manner.
3. INSURANCE. Prior to the execution of this Agreement, the CONTRACTOR will procure and maintain insurance coverage in the following types and amounts:
- a. Comprehensive General Liability. Coverage shall be in the minimum amount of \$3,000,000 dollars combined single limit for bodily or personal injury, death and property damage. The City shall be named as additional insured.
 - b. Automobile Liability insurance in an amount of not less than one million dollars, including coverage for all owned, non-owned and hired vehicles. The City shall be named as additional insured.
 - c. Environmental or Pollution liability coverage in the minimum amount of \$3,000,000 dollars protecting the Contractor and the City against claims arising from the abatement, clean up and disposal of Hazardous Waste, naming the City as additional insured.
 - d. Workers Compensation insurance including Employers Liability coverage, in compliance with Maine law. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees.
 - e. All subcontractors will also be required to carry the coverages set forth above.

With respect to the liability coverages, the CONTRACTOR will provide the CITY a certificate of insurance evidencing such coverage, in this way: certificate must say either: A) "the policy has been endorsed to name the City of Portland as an Additional Insured" and a copy of the endorsement must come to the City of Portland with the certificate, or B) "the policy already includes an endorsement, such as the General Liability Extension Endorsement, by which the City of Portland is automatically made an additional insured." A Certificate which merely has a box checked under "Addl Insr," or the like, or which merely states the City of Portland is named as an Additional Insured, will not be acceptable. The CONTRACTOR shall furnish the CITY and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the CITY of termination of insurance from insurance provider or agent. The CONTRACTOR shall provide copies of all insurance policies upon request.

Work shall not commence under the Contract until the CONTRACTOR has obtained the insurance required under this section, nor shall the CONTRACTOR permit any subcontractor to commence work until the insurance required of the subcontractor has been obtained. The insurance coverage amounts required hereunder are subject to reasonable increases that the CITY may, in its reasonable discretion, require from time to time during the term of this Agreement. Nothing in this document constitutes a waiver of any defense, immunity or limitation of liability that may be available to the CITY, or its officers, agents or employees under the Maine Tort Claims Act (Title 14 M.R.S.A. 8101 et. seq.), and nothing in this document shall constitute a waiver of other privileges or immunities that may be available to the CITY.

4. INDEMNIFICATION

- a. General. The CONTRACTOR shall indemnify, defend and hold harmless CITY, its officers, employees, representatives and agents, from and against any and all claims, actions, losses, damages, injuries, liabilities, costs and expenses of whatsoever kind or nature (including,

but not by way of limitation, attorney's fees and court costs) arising out of injury to persons, including death, or damage to property relating to or incidental to CONTRACTOR's operation of the Facility, or CONTRACTOR's performance of any other obligations under this Agreement, whether by the CONTRACTOR or anyone directly or indirectly employed by it, its subcontractors, or anyone else for whose act it may be liable, on or after the Effective Date of this Agreement, but excluding any and all claims, actions, losses, damages, injuries, liabilities, costs and expenses of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury to persons, including death, and damage to property related to CITY's prior operation of the Facility or that result from the City's sole negligence. At its option, the indemnified party shall have the right to actively participate in the defense of any action in which damages are sought which might be its ultimate responsibility. If the indemnified party elects to exercise said right, it shall bear all of its defense costs, including attorney's fees and court costs.

- b. As used in this Agreement, "Environmental Condition" shall mean any adverse condition relating to surface water, ground water, drinking water supply, land, surface or subsurface strata or the ambient air, and includes, without limitation, air, land and water pollutants, noise, vibration, light and odors, which may result in a claim of liability under the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), or the Resource Conservation and Recovery Act ("RCRA"), or any claim of violation of the Clean Air Act, the Clean Water Act, the Toxic Substance Control Act ("TSCA"), or any claim of liability or of violation under any federal statute hereafter enacted dealing with the protection of the environment or with the health and safety of employees or members of the general public, or under any rule, regulation, permit or plan under any of the foregoing, or under any law, rule or regulation now or hereafter promulgated by the state in which the Premises are located, or any political subdivision thereof, relating to such matters (collectively, "Environmental Laws"). "Hazardous Materials" shall include, but shall not be limited to, substances requiring investigation, removal or remediation under any federal, state or local statute, regulation, ordinance or policy including substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 1802; the Resource Conservation Recovery Act, 42 U.S.C. Section 6901, et. seq.; radon, asbestos and petroleum products; or those substances defined as "hazardous wastes" in applicable codes in the State and in the regulations adopted and publications promulgated to such codes. CONTRACTOR shall, at all times during the term, comply with all environmental laws applicable to the facility and CONTRACTOR's use thereof. Except to the extent caused by CITY, CONTRACTOR will defend, indemnify and save harmless the CITY and its directors, officers, shareholders, employees and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' and consultants' fees and expenses) of whatever kind or nature, contingent or otherwise, known or unknown, incurred or imposed, based upon any Environmental Laws or resulting from any Environmental Condition on or about the Premises which is caused by CONTRACTOR during the Term of this Agreement, which indemnity, in the case of an Environmental Condition caused by Tenant shall include costs incurred by CITY to remediate such Environmental Condition to clean-up or remediation standards consistent with CONTRACTOR's use of the Premises specified in this Agreement. In case any action, suit or proceeding is brought against any of the parties indemnified herein by reason of any occurrence described in this section CONTRACTOR will, at CONTRACTOR's expense, by

counsel reasonably approved by CITY, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended.

- c. Patent and copyright indemnity. The CONTRACTOR shall obtain any licenses or other authorizations that may be necessary to lawfully use any process, materials or services that are subject to patent, copyright, trademark, trade secret, or other intellectual property restriction or laws. The CONTRACTOR shall indemnify, defend and hold harmless CITY, its officers, employees, representatives and agents, from and against any and all claims, actions, losses, damages, injuries, liabilities, costs and expenses of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of infringement of any patent, copyrighted or uncopied work, secret process, trade secret, unpatented invention, article, appliance, or otherwise.
 - d. CONTRACTOR's obligations under this Agreement shall survive termination of this Agreement and shall not be limited by the availability of insurance.
5. Prior to any payment, the CITY reserves the right to require Waivers of Lien for materials and labor from the CONTRACTOR and its subcontractors and suppliers guaranteeing One Hundred Percent (100%) performance, free and clear from all liens and encumbrances. Any mechanic's lien or any other lien which may be filed against the premises which are the subject of this Agreement by reason of the Work described herein shall be defended (by counsel reasonably acceptable to the CITY) and promptly discharged by the CONTRACTOR at its own expense. The CITY may require the CONTRACTOR to provide a bond satisfactory to the CITY to indemnify it against any lien and as a substitution in place of a lien. If the CONTRACTOR should fail either to defend the CITY against the lien or to discharge it, then the CITY may do so at the CONTRACTOR's expense. In the event of such an undertaking by the CITY, the CONTRACTOR will promptly reimburse the CITY for all its costs and expenses in so doing, including, but not limited to, reimbursement of the CITY's reasonable counsel fees, as well as costs which may be incurred by it in substituting a bond in place of a lien. CONTRACTOR's obligations under this paragraph shall survive termination of this Agreement.
6. The CONTRACTOR shall perform the work to the satisfaction of the responsible CITY official who will have the right of inspection at all times, and whose approval and acceptance of the work will be a condition precedent to any payments by the CITY under this Contract. CITY inspectors will have the authority to stop work in progress if such work is being done contrary to the plans, specifications or engineering practice. CONTRACTOR acknowledges and agrees that such inspection shall not be deemed to impose any duty or liability upon the CITY to supervise any aspect of or approve the quality of the Work.
7. Time is of the essence in the performance of this Agreement. Upon receipt of executed contracts and insurance as required, the CITY will promptly send an executed CITY contract to the CONTRACTOR, which will commence work as of October 1, 2016 (the "Effective Date"). Unless this Agreement is sooner terminated hereunder, this Agreement shall terminate September 30, 2026. This Agreement shall be extended for an additional of 7 years on the terms set forth herein if the CONTRACTOR executes the site and building improvements at the site described in Exhibit C attached hereto before September 30, 2023. Site and building improvements are subject to review and approval by the City Manager or his or her designee prior to CONTRACTOR's making of such improvements. Upon expiration of the seven-year extension described above, this Agreement may be renewed for one additional five (5) year period on the terms and conditions set forth herein upon mutual agreement of the CONTRACTOR and CITY.

8. In the event of any dispute as to the amount, nature or scope of the work required under this Contract, the design and judgment of the Director of Public Works (hereinafter, the "Director") will be final and binding.
9. Each year, the City and residents using the E-Card program (or other program substituted by the City) shall be able to deliver, and CONTRACTOR shall accept, at no charge (i) fifteen thousand (15,000) tons of Acceptable Material (listed below), and (ii) unlimited Electronic and Universal Waste. Acceptable Material in excess of 15,000 tons shall be assessed tipping fees or credits to the City on the schedule below. To the extent such fees are paid by residents who have exhausted or do not have an E-Card, CONTRACTOR shall not charge such fees to the City.

<u>Acceptable Material</u>	<u>Fee/(credit)</u>
Brush	(-\$2.00/ton)
Demo Wood	\$55.00/ton
Yard Waste	\$12.50/ton
Drywall	\$55.00/ton
Shingles	\$35.00/ton
Non-Recyclables	\$55.00/ton
Metals	(-\$20.00/ton)
Inert	\$8.50/ton
Stumps	\$40.00/ton
Catch Basin Grit	\$45.00/ton
Sweeper Sand	\$20.00/ton
Heavy Furniture	\$68.00/ton
Light Furniture	\$68.00/ton
Heavy Lawn Equipment	(-\$20.00/ton)
Light Lawn Equipment	(-\$20.00/ton)
Bicycles	(-\$20.00/ton)
Children's Equipment	\$68.00/ton
Gas Grill	(-\$20.00/ton)
Mattress or Box Spring	\$68.00/ton
Appliances (non-Freon)	(-\$20.00/ton)
Grass	\$17.50/ton
Leaves	\$15.00/ton

10. The CONTRACTOR shall keep accurate records of all services performed under this Agreement and shall submit such information to the CITY on a monthly basis. Payment for such Work shall be made to the CONTRACTOR not more than thirty (30) days after receipt of an invoice for work completed the preceding month and acceptance of the Work by the Director.

11. TERMINATION

- a. The CITY may terminate this Agreement for cause by written Notice to the CONTRACTOR. In the event of such termination, the CONTRACTOR shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.
- b. The CITY shall have the right to terminate this Agreement at any time for its convenience on thirty (30) days' prior written Notice to the CONTRACTOR. If the Agreement is

terminated by the CITY for convenience, the CITY shall pay the CONTRACTOR for all Work performed and all materials purchased pursuant to this Agreement prior to receipt of such Notice.

- c. In the event that this Agreement is terminated pursuant to this section, the CONTRACTOR shall continue operations for an interim period of up to one hundred twenty (120) calendar days if requested to do so by CITY in order to allow CITY to obtain the services of a successor contractor or to make arrangements to undertake operation of the Facility with its own forces. The CONTRACTOR shall be paid for its services during said interim period at the rates and factors set forth in the last payment schedule in effect prior to issuance of written final notice of termination.
- d. Non-Performance: CONTRACTOR agrees that upon the non-performance by it of any of the covenants, hereinbefore or hereinafter mentioned, by it to be kept and performed; upon the filing of a voluntary petition in bankruptcy; the making of any general assignment for the benefit of creditors; or upon the occurrence of any act which operates to deprive it permanently of the rights, powers, and privileges necessary for the proper conduct and operation of the exclusive rights granted herein; or upon the abandonment and discontinuance of its operations, the CITY may, at its election, cancel this Agreement and enter and take possession of said premises. CONTRACTOR hereby waives any notice of such election, notice to quit possession of the premises or any demand for payment of the amounts agreed upon as the same become due, or for the performance of any covenants herein, or any demand for the possession of said premises; provided, however, that the failure of the CITY to declare this Agreement and exclusive privilege terminated upon default of CONTRACTOR for any of the reasons above set out shall not operate to bar, abridge, or destroy the right of the CITY to declare this Agreement null and void and at end upon any subsequent violation of the terms of this Agreement.

12. Out of concern for the public, CITY employees and the CONTRACTOR's employees, all work performed by the CONTRACTOR shall be in conformance with pertinent OSHA, local, state and federal government, laws, rules, and regulations.

13. NOTICES. Notices of conditions or situations affecting the Work to be performed under this Agreement shall be given in writing between designated operating personnel of the CONTRACTOR and CITY. All other notices shall be given in writing, to be delivered by certified mail, to the parties at their respective addresses as set forth below:

If to CONTRACTOR: CPRC Group, LLC
70 Pleasant Hill Road
Scarborough, Maine 04047

If to CITY: City of Portland
389 Congress Street
Portland, Maine 04101
Attn: City Manager
with a copy to:
Public Works Director and Corporation Counsel

14. CONTRACTOR may not assign this contract without the written consent of the CITY. Subject to such consent, the terms and conditions of this Agreement shall be binding upon, and inure to the benefit of, the assignor's successors and assigns.
15. This Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.
16. In the event that one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
17. The CONTRACTOR hereby agrees it is an independent contractor, and that no person supplied by it in the performance of the Agreement shall be any employee of CITY and further agrees that no rights of CITY's rules accrue to any such person. The CONTRACTOR shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other benefits and taxes and premiums appurtenant thereto of its employees in the performance of this Agreement.
18. Nothing in this document constitutes a waiver of any defense, immunity or limitation of liability that may be available to the CITY, or its officers, agents or employees under the Maine Tort Claims Act (Title 14 M.R.S.A. 8101 et. seq.), and nothing in this document shall constitute a waiver of other privileges or immunities that may be available to the CITY.
19. No waiver of any breach of any one or more of the conditions of this Agreement by the CITY be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.
20. This Agreement is an operating agreement for the Project Site and no provision hereof shall be construed as conveying an easement or other estate in land. CONTRACTOR acquires no other rights in and to the Project Site, except as set forth herein.
21. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court.
22. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.
23. CITY and CONTRACTOR each warrant and represent to the other that they have the full right and authority to enter into this Agreement, that there is no impediment that would inhibit their ability to perform their respective obligations under this Agreement, and that the person signing this Agreement on behalf of each party has the authority to do so.

IN WITNESS WHEREOF, the said CITY OF PORTLAND has caused this Agreement to be signed and sealed by Jon P. Jennings, its City Manager, thereunto duly authorized, and CPRC GROUP, LLC has caused this Agreement to be signed and sealed by _____, its _____, thereunto duly authorized, the day and date first above written.

WITNESS:

CITY OF PORTLAND

By: _____

Jon P. Jennings
Its City Manager

WITNESS:

CPRC GROUP, LLC

By: _____

Printed Name: _____

Its (title): _____

Approved as to form:

Approved as to funds:

Corporation Counsel's Office

Finance Director



City of Portland
Department of Public Works

RFP # 7516

Request for Proposals for
Management and Operation of a C&D
Recycling/Transfer Station at
910 Riverside Street, Portland, ME

May 26, 2016

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Appendix A Riverside Recycling Facility Permits and Operations Manuals

Appendix B Existing Site Layout

Appendix C City Waste Deliveries to Riverside Recycling

Appendix D Draft Contract

Appendices A, B and C will be sent electronically.

1.0 General

1.1 Notice and Specifications

The City of Portland is seeking a qualified partner to operate a bulky waste transfer station located at 910 Riverside Street in Portland. Interested parties are encouraged to propose innovative approaches to managing the facility that will provide excellent service to Portland residents, meet the recycling and disposal needs of City operations, and provide financial value to the City. The successful bidder will be responsible for receiving acceptable waste, processing and marketing recoverable materials, and disposing of waste materials. Sealed Proposals for operating such a facility will be received by the Purchasing Office, City Hall, Room 103, 389 Congress Street, Portland, ME 04101, on or before **3:00 p.m., Wednesday, July 6, 2016**, at which time they will be publicly opened. Late, faxed, e-mailed and or unsigned Proposals shall not be accepted. Please submit six (6) copies including one (1) original clearly marked along with one (1) electronic copy submitted on a DVD or flash drive.

Proposals from vendors not registered with the Purchasing Office may be rejected; receipt of this document directly from the City of Portland indicates registration. Should a vendor receive this Request from a source other than the City, please contact 207-874-8654 to ensure that your firm is listed as a vendor for this RFP

1.2 Mandatory Site Walk and Pre-Proposal Conference

A **mandatory site walk** will be held at the facility at 910 Riverside Street (the Project Site) at 9:00 a.m. on Thursday, June 9, 2016. A **mandatory pre-proposal conference will be held following this site walk at the Riverside Golf Course Clubhouse**. City representatives will be available to receive and answer questions at that time. To make favorable use of this time, potential respondents are encouraged to review the RFP and submit specific questions in writing prior to the scheduled meeting.

It will be the Proposer's responsibility to familiarize themselves with the work to be contracted. The City disclaims any and all responsibility for injury to any prospective Proposer or their agents during the site walk or to others while examining the Project Site or at any time.

1.3 Questions

All questions, excluding those entertained at the pre-Proposal conference noted above, shall be directed in writing only to the Purchasing Office, City Hall, Room 103, 389 Congress Street, Portland, Maine 04101, e-mail mff@portlandmaine.gov or fax 207-874-8652. Inquiries must be received by 12 noon at least five (5) City business days prior to the Proposal due date. Questions received after this time will not be addressed. Written addenda may be issued when changes, clarifications, or amendments to this document are deemed necessary to RFP holders registered in the Purchasing Office.

1.4 Permits, Licenses and Certificates

The successful Proposer shall furnish all labor, materials and equipment necessary to do the work which shall be conducted in accordance with the best professional practice. Any administrative or support work shall be considered the responsibility of the Contractor and incidental to the Contract.

The Contractor shall, as part of their contracted cost, obtain all required permits, licenses, certificates and inspections, both permanent and temporary and shall make all necessary arrangements to properly prosecute the work.

The Contractor shall comply with all State and Federal Laws and regulations, including all E.P.A. and OSHA regulations and any applicable City ordinances.

Note: The City will retain ownership of the Riverside Street property and will also retain the Maine Department of Environmental Protection (MEDEP) permit for operations. Upon acceptance of a proposal the City will submit a request for permit modifications to the MEDEP should the accepted Proposal require such. The Contractor shall directly pay for any drafting and engineering services required to accurately document activities that will occur on the Project Site. Any changes in operations subsequent to the initial request for a permit revision will require City approval and the Contractor shall be responsible for any and all costs associated with subsequent filings for MEDEP permit modifications. A copy of the Riverside Recycling Facility (RRF) permit is attached to this document as Appendix A.

1.5 Insurance Requirements

The Contractor shall provide the following types of insurance coverage to the City:

- Comprehensive General Liability. Coverage shall be in the minimum amount of \$3,000,000 dollars combined single limit for bodily or personal injury, death and property damage. The City shall be named as additional insured.
- Automobile Liability insurance in an amount of not less than one million dollars, including coverage for all owned, non-owned and hired vehicles. The City shall be named as additional insured.
- Workers Compensation insurance including Employers Liability coverage, in compliance with Maine law. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees.
- Environmental liability or Pollution policy in the minimum amount of \$3,000,000 dollars protecting the Contractor and the City against claims arising from the abatement, clean up and disposal of Hazardous Waste, naming the City as additional insured.
- All subcontractors will be required to carry the coverages set forth above.

All certificates of insurance evidencing such coverage shall be provided to the City's Corporation Counsel for review prior to the execution of the Contract by the Contractor. All certificates of insurance shall provide that the City receive a thirty (30) day notice in advance of the cancellation of any policy.

Work shall not commence under the Contract until the successful Proposer has obtained the insurance required under this section, nor shall the successful Proposer permit any subcontractor to commence work until the insurance required of the subcontractor has been obtained.

Certificates of insurance, along with copies of original policies where applicable, acceptable to the City, shall be filed with the City five (5) days prior to the signing of the Contract and will become part of the Contract.

The successful contractor shall agree to defend, indemnify and save the City harmless from all losses, costs or damages caused by its acts or those of its agents. Contractor agrees to defend, indemnify and hold harmless the City and any contracted collectors against any environmental claims or lawsuits that may be

brought by any party for all waste delivered to the RRF and accepted by the Contractor under the Contract.

The Contractor shall be responsible for the acts and omissions of its subcontractors, if any, and all persons directly or indirectly employed by the Contractor, or them, in connection with the work.

1.6 Bond Requirements – Performance and Payment Bonds

Five (5) days prior to the time of the signing of the Contract, the Contractor shall furnish both:

- a Performance Bond, for the faithful performance of the Contract and,
- a Payment Bond, to insure payment of all persons performing labor and furnishing materials and equipment in connection with the Contract.

The above bonds shall be executed yearly, shall be obtained prior to the execution of the Contract and shall be a condition precedent to the execution of the Contract and each and any renewal thereof.

All bonds shall be executed by a surety company duly authorized to do surety business in the State of Maine. The payment bond shall be in the amount of \$500,000. The performance bond shall be equal to the gross cost of the Contract to the City for one year.

1.7 Assignment of Contract

The Contractor shall not assign the Contract or any part thereof, or sublet or delegate it or any part thereof, or assign any monies due or to become due to it there under or any other rights against the City without previous written consent of the City. The Contractor shall give its personal attention constantly to the faithful prosecution of the Work, shall keep the same under its personal control, and shall not assign by power of attorney or otherwise, or sublet the work or any part thereof, without the previous written consent of the City.

1.8 Contract Administration

The Department of Public Works will administer the provisions of the Contract for the City. The Contractor's primary contact at the City will be the Director of Public Works or designee. A sample contract can be found as Attachment D.

1.9 Invoice and Payment

The Contractor shall deliver to the Public Works Director a monthly invoice on or before the fifteenth day of each month for the preceding work period. It is the custom of the City to pay its bills 30 days following receipt of correct invoices for all items covered by the Contract. Please note that the City will withhold payment until and unless it receives a proper and accurate invoice. Proposers should take into account all discounts, both trade and time allowed in accordance with this payment policy and quote a net price. The City is exempt from the State's sales and use taxes and Federal excise taxes.

2.0 INTRODUCTION

2.1 Introduction to Current System

The City, Maine's largest city, has a population of approximately 66,000 residents and 30,000 households.

The City owns the RRF site which sits on top of the old Hamlin's Pit (a closed and capped bulky waste and C&D landfill) at 910 Riverside Street (Project Site). CPRC, Inc. has operated this facility under contract with the City since 2005.

The RRF currently serves as a processing facility and transfer station for non-MSW materials including C&D, OBW, Demolition Wood, Inerts, Street Sweepings, Yard Waste, Tree Waste, Metals, Drywall and Shingles. The RRF accepts waste and recyclable material generated by City projects and operations. Residents of the City and surrounding towns deliver waste as do a variety of small and large businesses, contractors and private waste haulers.

2.2 City Operations

City crews generate a variety of waste materials during the course of their operations and deliver these to the RRF. These materials include but are not limited to:

- **Tree Waste:** The Forestry Division maintains nearly 20,000 street trees within the City. During the course of their work they need to dispose of brush, tree limbs, tree trunks, and tree stumps.
- **Construction Spoils:** Public Works crews conduct a wide range of maintenance work including sidewalk and street repairs, stormwater and sewer line repairs, sign maintenance, and other infrastructure work.
- **Catch Basin Grits:** Water Resources Division staff clean and maintain catch basin throughout the City
- **Street sweepings:** Water Resources Division staff regularly sweep City streets to remove accumulated debris and litter.
- **Leaf and Yard Waste:** The City provides property owners with curbside collection of leaf and yard waste every fall.
- **Construction and Demolition Debris:** The Solid Waste Division provides roll off containers to support construction and renovation projects at schools and City buildings. They deliver this material to the RRF for disposal.

Appendix C details the types and amounts of material delivered to the RRF by City operations during the past 5 years. Please note that the City does not commit to deliver any particular materials to the facility or guarantee to deliver any particular quantities of material.

2.3 Residential Use/E-Cards

The City of Portland currently offers property owners an "e-card" which allows limited disposal of certain items for no charge. This program is designed to assist with disposal of regular household items that are not easily handled as part of the normal curbside collection of trash and recycling. Eligible items include:

- Furniture such as mattresses, sofas, box springs, mattresses, tables, bookcases, desks, and similar items.

- Appliances such as washing machines, dryers, and dishwashers. Refrigerators and air conditions are accepted as long as the Freon has been properly removed.
- Yard equipment such as lawn mowers, rototillers, snow blowers, gas grills. Fuel must be removed.
- Large children's toys and equipment such as strollers, playpens, changing tables, and similar items.
- Brush (2" diameter and smaller)
- Leaves, yard, and garden waste
- Household Hazardous Waste (up to 10 gallons annually)

Each e-card provides for the free disposal of up to 10 eligible items each fiscal year. One cubic yard of brush or yard waste counts as an eligible item.

The e-card program does not allow free disposal of material such as:

- Household waste
- Mixed debris and trash
- Construction, remodeling, and demolition material
- Large trees (over 2" in diameter) and land clearing debris
- Electronic Waste (effective July, 2015)

Residents may dispose of ineligible materials or items in excess of their allotment upon payment of the posted gate fee.

Under the current program, property owners who participate in the City solid waste program may receive one e-card per property. This includes the owner of a single family home, a multi-unit building, or a condominium unit. The owners of condominiums or multi-unit buildings that subscribe to private waste collection are not eligible to participate in the e-card program. Tenants in apartments are also ineligible for the e-card program. Individuals without an e-card may still use Riverside Recycling but must pay the posted gate fee for any material or items they deliver.

The City also offers limited curbside collection of bulky items to residents who participate in the residential waste and recycling collection program. To access this program, interested residents visit the City web page and complete an online request form indicating the type and quantity of bulky items they wish to dispose of. City staff or a hired contractor may deliver the collected material to the RRF. Items collected may include furniture, mattresses, appliances, white goods, or other large household items that are too large to fit in the City of Portland's official trash bags.

2.4 E-Waste

The City of Portland has been an advocate for the State of Maine's policies mandating product stewardship which have resulted in legislation requiring manufacturers to pay costs associated with recycling products incorporated in the product stewardship framework. At present, these include:

- Rechargeable batteries
- Mercury auto switches
- Electronic waste
- Cell phones
- Mercury thermostats
- Mercury-added (fluorescent) lamps
- Architectural paint

The intent of these programs is to provide Maine residents with free or low cost recycling of the items covered by the legislation. The City seeks proposals that utilize the existing infrastructure at the RRF in conjunction with the manufacturer's established product stewardship programs to effectively serve Portland residents.

In 2005 the State of Maine provided the City with a grant to construct the E-Waste storage building at the RRF. The successful Proposer shall use this facility and should familiarize themselves with MEDEP regulations and procedures regarding the handling and recycling of these materials. This information may be found at the MEDEP website: <http://www.maine.gov/dep/waste/productstewardship/>.

2.5 Household Hazardous Waste (HHW)

The City of Portland contracts with Clean Harbors to offer household hazardous waste collection events on the first Saturday of each month, April - November. Personnel from Clean Harbors manage these events and are responsible for collecting material delivered to the facility by residents, consolidating and bulk packaging material as appropriate, properly storing materials in the household hazardous waste container, taking ownership of the materials, and properly disposing of it. To support this program, the contractor will be responsible for initially greeting customers and directing those with HHW to the appropriate location. Customers who are not Portland residents or who do not have an E-Card may deliver HHW during collection events but they must pay the established disposal fee.

As currently structured, the program only accepts HHW during the monthly collection events. At other times, the Contractor is responsible for alerting customers of scheduled collection dates and ensuring that the customer does not leave HHW material at the facility.

2.6 Compost

The City of Portland in conjunction with Maine Waste Solutions holds a permit for food waste composting at the RRF. The permit was granted in June, 2010. To support this operation, CPRC and Maine Waste Solutions constructed a fabric building to cover fresh food waste for initial composting, a stormwater management system, and built a 20 foot berm around the composting area as visual buffer. Limited composting activity is occurring at the site at present.

The RRF is also licensed to compost leaf and yard waste. This activity is not currently occurring on site. The composting permit is included in **Appendix A**.

2.7 Site Layout

A generic site layout of the RRF is also presented as Appendix B to help introduce prospective Proposers to the layout of the Project Site.

2.8 Purpose

The City seeks Proposals from qualified Proposers to operate and manage a C&D Transfer and Recycling facility on the Project Site which is currently operated as the RRF. The facility shall accept

1. Waste Materials generated during day to day City operations including Tree Waste, C&D, Bulky Waste and Demo Wood and

2. Waste Materials generated by City residents: Bulky Waste, C&D, Demo Wood, Metals, White Goods, Tree Waste, Inerts, Mercury Added Waste, CRTs, and Yard Waste.

2.9 Commencement Date

Work solicited under this RFP is scheduled to begin on **October 1, 2016**. Contractor will have made all necessary preparations to begin work on this date.

2.10 General Information

The City wishes to enter into a long-term (*five (5) years with an additional five (5) year option*), stable relationship with a Contractor that has exhibited a secure and reliable financial standing, limited past litigation problems, extensive and successful service delivery, state-of-the-art equipment and management practices, high customer and client satisfaction and a strong record of safety and environmental compliance.

Proposers for the service requested in this RFP shall have at least three (3) years of experience performing similar work in a satisfactory manner and shall provide the names of references in Tab IV of the submitted Proposal. This requirement shall apply only to Contractors, not to subcontractors.

The City desires to partner with a Proposer that has a strong environmental record and experience in solving environmental issues in a timely manner. Therefore, in Tab IV of the submitted Proposal, the Proposer shall describe any regulatory complaints or violations related to Proposer's Solid Waste operations received within the last five (5) years involving any company, partner, holding company, or subsidiary; any partner or subcontractor on their Proposal team; or any corporate officer, including litigation arising from or related to:

- Performance of a Solid Waste or Recycling Collection Contract.
- Performance of a Recycling or Yard Waste processing or marketing Contract.
- Performance of a Solid Waste processing or Disposal services Contract.
- Violation of State or federal anti-trust laws.
- Violation of OSHA or other worker safety requirements.

Proposer shall provide evidence of successful mitigation of environmental and community impacts from its Solid Waste operations. Proposer shall also demonstrate a good safety record for the past three (3) years.

2.11 Scope of Services

Through this RFP process the City is seeking Proposals for the Operation of a C&D Waste Processing/Transfer Facility including Product Marketing and Disposal responsibilities.

2.12 Submission Requirements

One original plus five (5) complete copies/sets of the Proposal and related documentation shall be submitted. The original shall be so marked. The City's Proposal Form and any and all addenda shall be signed with the firm's name and bear the hand written signature of an officer or employee having authority to bind the company to a contract by his/her signature. Each Proposal shall include the legal name of the organization and a statement as to whether or not it is a sole proprietorship, a partnership, a corporation, or any other legal entity. A Proposal by a corporation shall also give the state of incorporation. Any selected Proposer must be duly licensed by the State as may be applicable.

Submission of a Proposal shall constitute acknowledgment and acceptance of all the terms and conditions contained in this RFP and in the respective Draft Contract in Appendix D applicable to the proposed service(s) unless exception to particular terms and conditions are expressed in writing in the Proposal and summarized in Tab III of the submitted Proposal. The successful Proposer will be expected to enter into a Contract with the City substantially as included herein. The City is not obligated to agree to exceptions to the conditions of this RFP or Draft Contract taken by any Proposer, but reserves the right to negotiate modification of such noted exceptions.

Each and every term and condition of the Proposal shall be irrevocable until the City enters into a Contract for the performance of the scope of services for the proposed price(s) according to those terms and conditions. Prior to the execution of the Contract, the Proposer is bound to provide evidence of all required insurance, and furnish the Performance Bond as required. The terms of Proposals shall be firm for a period of ninety (90) days. Once submitted, Proposals in response to this RFP cannot be altered without the City's express written consent.

2.13 Compliance with RFP

All Proposals must be in compliance with this RFP. Section 6.0 provides detailed instructions regarding the acceptable format for Proposals. Failure to comply with all provisions of this RFP may result in disqualification of a Proposer.

2.14 Delivery and Acceptance of Proposals

Proposals may be mailed, couriered or hand delivered to:

Purchasing Office
Portland City Hall, Room 103
389 Congress Street
Portland, ME 04101

All Proposals must be received at the Purchasing Office by no later than 3:00 p.m. local time on Wednesday, July 6, 2016. Proposals received after this time and date will be returned unopened. Postmarks will not be accepted as proof of receipt.

Proposers shall mark the RFP Number on the outside of the box or envelope and note "RFP Response Enclosed." Proposals may be opened publicly; however, only names of Proposers will be read aloud to avoid public disclosure of contents.

2.15 Interpretations, Amendments and Addenda

Nothing stated or discussed orally during any pre-Proposal conference, interview or other session shall alter, modify or change the requirements of the RFP. Only interpretations, explanations or clarifications of this RFP that are incorporated into a written addendum to this RFP issued by the City shall be considered by Proposers. All addenda will be distributed to each Person that registers with the Purchasing Office and requests a copy of all amendments to this RFP but it shall be the responsibility of Proposers to make inquiries as to the addenda issued. All such addenda shall become a part of this RFP and all Proposers shall be bound by such addenda. Each addendum issued will be on file in the Purchasing Office. Each Proposer must acknowledge its receipt of all addenda in Tab VIII of the Proposal.

2.16 Implied Requirements

Products and services not specifically requested in this RFP but which are necessary to provide the functional capabilities proposed by the Proposer, must be included in the Proposal.

2.17 Ambiguity, Conflict or Errors in RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, it shall immediately notify the City of such error in writing and request modification or clarification of the document. The City will make modifications by issuing a written revision and will give written notice to all parties who have received the RFP from the City. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the Proposal or it shall be waived.

2.18 Information Provided by City

Information included in or provided with this RFP is provided solely for the convenience of the Proposers. NO REPRESENTATION OR WARRANTY OF ANY KIND IS MADE BY THE CITY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION INCLUDED IN OR PROVIDED WITH THIS RFP. Proposers are solely responsible for conducting such independent due diligence investigations as may be necessary for the preparation of Proposals. The City and its employees, consultants, agents and advisors are not responsible for the completeness or accuracy of any information distributed or made available, orally or in writing, during this procurement process.

2.19 Costs and Expenses of Proposers

The City accepts no liability under any circumstances for any costs or expenses incurred by Proposers in making a Proposal, attending any meetings and participating in Contract negotiations or in acquiring information, clarifying or responding to any condition, request or standard contained in this RFP or the Proposal. Each Proposer that participates in this procurement process does so at its own expense and risk and agrees that the City shall not reimburse any costs incurred during this process whether or not any award results from this RFP.

2.20 Ownership and Disclosure

Proposals received in response to this RFP will be maintained by the City, are matters of public record and subject to public inspection except during the time reserved for review, evaluation, and negotiation by the

City. To the extent allowed by Applicable Law, the City will not disclose Proposal contents during the period falling between the Proposal Submission and the date of the Notice of Intent to Award a Contract. However, all information submitted by Proposers becomes a matter of public record upon Notice of Intent to Award a Contract.

Notwithstanding the foregoing, the City recognizes and agrees that neither the City nor its staff, agents, employees, representatives, nor its advisors shall be responsible or liable in any manner for any losses that a Proposer may suffer from the disclosure of information or materials to third parties or any other claims or damages resulting from this RFP process. All Proposals (other than portions thereof subject to patent or copyright protection) will become the property of the City to the fullest extent permissible under Applicable Law upon submission. Regardless of the outcome of this procurement process, the City, in accordance with all Applicable Laws, reserves the right to use all information, documents, data, concepts, and other items contained therein, for its own purposes in any manner it elects to do so without further cost to the City.

Proposals submitted in response to this RFP may contain certain data of which public disclosure is deemed to cause substantial injury to the Proposer's competitive position or constitute a trade secret. To protect these data from disclosure, the Proposer should insert information in a separate volume clearly identified as "Confidential-Proprietary Information". The appropriate sections of the Proposals from which the "Confidential-Proprietary Information" is deleted should clearly refer the reader to the separately bound volume. However, cost information as supplied in Tab VII of the submitted Proposal may not be considered confidential and shall be available to the public. In the event that the information designated as confidential is requested by a third party, the City will notify the Proposer. If the Proposer seeks to protect the information, the Proposer shall be responsible for legally defending its request for confidentiality; the City shall assist such defense at its discretion.

2.21 Verifying Information/Requesting Supplementary Information

The City reserves the right to conduct investigations with respect to the qualifications, experience and representations of the Proposer and Proposer team members and to require Proposers to supplement, clarify or provide additional information in order for the City to fully evaluate the Qualification Statements and Proposal submitted. Each Proposer and Proposer team member, through its request for and receipt of this RFP and participation in this procurement, consents to such investigations.

3.0 Responsibilities

3.1 General Requirements

Proposer shall receive, process, recycle, transfer and provide Disposal for all Acceptable Waste under the terms of the Contract. Proposer shall provide the service at the Project Site. All Acceptable Waste received at the Project Site will become the property of the Proposer at the time the material is unloaded.

3.2 Contractor Responsibilities

The Contractor shall operate a Processing Facility for the Term of the Contract with emphasis on the cost-effective processing/recovery of Recyclables versus Disposal as/if practicable. Contractor is to operate the Processing Facility in accordance with State of Maine requirements. Contractor must accept all Acceptable Waste delivered by City vehicles or City residents for the Term of the Contract. As provided

in the Contract, the Contractor may accept third-party waste acceptable to the Contractor and within the bounds of the MEDEP permit. Contractor shall own, process and recycle or dispose of all material that enters the Project Site. Contractor may retain all revenue from the sale of reusable or recyclable materials. Contractor shall be responsible for all material received and accepted at the Processing Facility.

Contractor shall be responsible for all snow removal and road maintenance within the Project Site. This includes maintaining clear access of all fire lanes and access routes as well as the area of the Project Site reserved for City use. See generic site layout attached as Appendix B which will be revised in accordance with the Contract.

The Contractor will have use of the “City Maintenance Building” referenced on the generic site layout and the fenced in equipment storage yard adjacent to building. Contractor may remodel, renovate or modify the building and grounds as desired subject to City approval. The CRT Consolidation Facility and the Universal Waste Shed shall be used in the operation of the RRF. All facilities are offered “as is”.

Contractor may modify the operational layout of the existing Project Site to meet operational the needs as proposed provided that the modifications meet MEDEP and City approval. Contractor will absorb all costs associated with any modifications and shall provide the City with five (5) copies of the proposed and then the as-built site plan when it has completed modifications. At the end of the Contract, equipment installed by the Contractor under this Contract shall be removed or, alternatively, may be purchased by the City, if desired, at a price to be mutually negotiated based on “fair market value” of similar equipment.

Contractor will provide and maintain informative and visually appealing signage in the Project Site. Signage is subject to approval by the City.

Contractor shall propose operational hours during which members of the public and City staff may deliver acceptable waste. Contractor will make provisions for extended hours for the City to deliver acceptable waste during emergency events such clean ups after storms, natural disasters, or other events requiring the disposal of debris.

3.3 Disposal of acceptable waste at ecomaine

The City of Portland is a member owner of ecomaine and seeks to ensure that appropriate Portland waste is delivered to that facility for recycling or combustion in the waste to energy facility. The Contractor shall make arrangements to deliver, at a minimum, the following materials to ecomaine facilities:

- Combustible bulky waste including, but not limited to, such items as furniture, mattresses, large plastic items, etc.
- Materials accepted as part of ecomaine’s recycling program.

3.4 Front Gate Operation & Scale

The contractor shall inspect all materials entering the facility to ensure they are acceptable under this agreement and allowed under the terms of the MEDEP permit. The contractor shall keep accurate records of all materials entering and leaving the facility and shall report this information to the City at least monthly.

3.5 Performance Standards

The work to be done by Contractor pursuant to the Contract shall include the furnishing of all labor, supervision, equipment, materials, supplies and all other items necessary to perform the services required.

3.6 Compliance

The Contractor will comply with all Federal and State laws including MEDEP rules and the MEDEP permit governing operation of the facility.

3.6.1 Stormwater

Riverside Recycling Facility is subject to State and Federal regulations regarding the above ground storage of petroleum products and other hazardous chemicals and is therefore required to have in place and implement a Spill Prevention, Control and Countermeasure (SPCC) Plan.

The City of Portland is regulated under the Maine Department of Environmental Protection as a Small Municipal Separate Sewer System (MS4) community and operates under a General Permit for the Discharge of Stormwater from Small Municipal Separate Storm Sewer Systems (MS4 General Permit). Riverside Recycling Facility, which is within the regulated area and owned by the City of Portland, has a permitted stormwater management system designed to minimize the discharge of polluted stormwater runoff to nearby waterways. The operator of Riverside Recycling Facility is required to have in place and implement a Stormwater Pollution Prevention Plan (SWPPP) under the MS General Permit, which describes the stormwater pollution prevention and good housekeeping procedures that must be done to ensure compliance with the MS4 General Permit. Inspection and maintenance of the approved stormwater management system is a critical element of this plan.

The operator of the Riverside Recycling Facility is thereby required to keep updated and fully implement the existing SPCC Plan and SWPPP including the inspections, maintenance, documentation and training components.

The Contractor shall regularly inspect all stormwater infrastructure and BMPs and shall maintain them in operable condition. Contractor shall document all inspections and note conditions of the infrastructure and note the actions taken to remediate any issues that may have been discovered. These records shall be maintained and copies provided to the City upon request.

3.7 Material Stockpiles

Materials will not be allowed to accumulate beyond MEDEP permit limits. As part of the Proposal the Proposer must provide a detailed plan for efficient handling and throughput of Acceptable Waste which must describe plans to deal with the expected receipts and proposed Marketing Plan (albeit recycling or disposal) and the high volumes of material that may arise following a storm or disaster. Stockpiling excessive materials (albeit Acceptable Waste, recovered materials or Waste Material) will be considered a breach of Contract and may result in termination of the Contract for cause.

3.8 Cleaning and Maintenance and Equipment Standards

Contractor shall maintain all properties, facilities and equipment used at the Project Site in providing

service under the Contract in a safe, neat, clean and operable condition at all times in accordance with Federal, State and City requirements.

Contractor shall inspect each piece of equipment used at the Project Site daily to ensure that it is operating properly. Equipment that is not operating properly shall be taken out of service until it is repaired and operates properly.

Contractor will control litter through regular patrolling and provide all necessary measures to prevent windborne litter from leaving the Project Site. Contractor will regularly patrol Riverside Street and collect litter and debris within ¼ mile of the facility boundaries.

3.9 Personnel Standards

Contractor shall furnish such qualified drivers, operators, mechanical, supervisory, clerical and other personnel as may be necessary to provide the services required in a safe, economical and efficient manner.

All drivers and/or operators shall be trained and qualified in the operation of waste handling equipment and must have in effect a valid commercial driver's license, of the appropriate class, issued by the State of Maine.

Contractor shall provide suitable operational and safety training for all of its employees who do work under the Contract. Contractor shall train its employees to identify Hazardous Waste and any other Unacceptable Waste. All employees who handle CRTs, Universal Waste or used automotive fluids shall be trained appropriately per MEDEP's requirements.

Contractor shall not, nor shall it permit its employees to, demand, solicit or accept, directly or indirectly, any additional compensation or gratuity from members of the public for services provided under the Contract. Any monetary transactions that occur at the facility will occur at the gate or scale house. All customers will receive a printed receipt for monetary transactions.

Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall regularly train its employees in customer courtesy, and shall prohibit the use of loud or profane language. The Contractor shall take all appropriate corrective measures if any employee is found not to be courteous or not to be performing services in the manner required by the Contract. If City has notified Contractor of a complaint related to discourteous or improper behavior, Contractor will reassign the employee to duties not entailing contact with the public while Contractor is pursuing its investigation and corrective action process.

Contractor shall designate qualified employees as supervisors of field operations who will be available by radio or phone during the Contractor's hours of operation to handle calls and complaints from the City or to follow up on problems and inspect Contractor's operations.

Contractor shall provide the City with a phone number (cell phone, pager or answering service) to use in the event of an afterhours emergency.

All employees of the Contractor performing work under the Contract shall be uniformed showing their association with the Contractor while operating in the field. Shirts shall be worn completely buttoned and tucked in at all times. Employees shall wear protective equipment at all times. Upon request, the Contractor shall provide to the City a list of employees employed by the Contractor and by any subcontractors used in the performance of this Contract. This will include hauling and disposal firms as/if appropriate.

3.10 Contractor Reporting Requirements

Contractor shall maintain and submit to the City accurate reports, which detail certain activity related to services pursuant to this RFP in a format approved by the City. These reports shall include data for all materials handled from its services to the City.

Records shall be kept on a daily, weekly, cumulative monthly and cumulative annual basis, and shall be available to the City upon request.

Contractor shall file reports with the City in a timely manner but on no less than a monthly basis, specifying all complaints, accidents or incidents while performing any duties pursuant to the Contract, scheduled or unscheduled outages or downtime, and inspections by any regulatory agencies during the month of the report.

Reports shall detail the nature and reasons for these occurrences as well as all results, findings and actions taken to resolve such incidents. Contractor shall also notify the City immediately of any fines or penalties levied and any actions that could have an adverse impact on the Contractor or the service to the City, or both. Failure to report such data shall subject the Contractor to damages described elsewhere in this document.

Contractor shall generate a monthly report detailing the weight (by material) collected under the auspices of this Contract and whether the material was recycled or disposed of. The report shall indicate the disposal, recycling and/or disposal facilities used and the amount, by weight, of individual product shipments.

Annual reports, which shall be based on the Contract year, shall report all the above data, following the same format as the monthly report.

All reports shall be submitted to the City's Public Works Director or designee.

3.11 Facility Security

Contractor shall take measures to ensure the facility is secure and work to restrict access during non-operational hours. The site has a fence surrounding the perimeter which the contractor shall maintain in good condition. The Contractor may have additional security measures as desired such as additional area lighting or video camera surveillance in order to enhance facility security.

3.12 City Responsibilities

The City will provide a Project Site for the Facility. The City is responsible for ensuring Contractor compliance with all provisions of the Contract. The City is responsible for receiving and monitoring all complaints regarding transfer and disposal of waste or recyclables. The City is to audit the Contractor to assure all work is being completed in a timely manner and in compliance with the requirements of this document.

3.13 City and Contractor Obligations during Transition Phase

Thirty days prior to the Effective Date the City shall make an area available for the Contractor at the Project Site to stage equipment and supplies.

The City shall be responsible for and cause the Current Contractor to terminate its operations and leave the Project Site free of waste materials, abandoned equipment and any other materials including Acceptable Materials that might have been received prior to the Effective Date and shall cause the Current Contractor to complete all site maintenance required under the current agreement.

The City shall participate with the Contractor in a joint inspection of the Project Site on the day immediately before the Effective Date to assess the condition of the Project Site prior to the Contractor beginning operations. The Contractor and the City will develop a list of incomplete maintenance items, waste materials of any and all types and other matters that require correction. Each item on the list will be described and photographed to provide documentation. In addition, the Contractor and the City will identify any waste material, abandoned equipment and any materials other than Acceptable Waste that are not City property and that should be removed. The Contractor and the City will develop a mutually agreeable plan to remedy any deficiencies.

4.0 Proposals Evaluation

4.1 Rating Criteria

Proposals that pass the initial screening for completeness and conformance with the RFP will be further evaluated. Three evaluation criteria have been selected as important to the City. These are listed below with the percentage weight that will be given to each criteria in the evaluation:

- Qualifications and References (25%)
- Cost (35%)
- Business Plan and Technical Proposal (40%)

4.1.1 Qualifications and References (25%)

Proposer should demonstrate experience providing similar services including administrative and financial capability to provide and manage all of the tasks involved in the scope of work. Key personnel should have experience providing these same services and functioning at the level proposed. Proposer's references should reflect a high level of satisfaction with how the Proposer has provided services similar to those to be performed under the Contract. Proposer's litigation history and environmental track record will be considered.

4.1.2 Cost (35%)

The City is interested in the lowest net cost of services over the entire five (5) year Term of the Contract. Proposer should describe any revenue sharing proposed including that associated with third-party waste, host community benefits, materials exchange, disposal, transfer or revenue from recyclables. Cost information shall be submitted in Tab VII of the submitted Proposal.

4.1.3 Business Plan and Technical Proposal (40%)

Proposer's approach to providing the required services should be reasonable and described in the business plan. The technical approach including equipment to be provided, management approach, as well as the product Marketing Plan will be evaluated. Proposals should reflect the ability to schedule and to meet deadlines and address contingencies (e.g., equipment procurement schedules, personnel available and

swings in pricing for recycled/recovered material). Schedules proposed will be evaluated as to the timing of major milestones and how well they meet the City's objectives.

Proposer should discuss their ability to manage a "key staff member" transition. Proposer should show the ability to implement and effectively manage the proposed services over the Term of Contract. The key personnel, facilities, and equipment to be used by the Proposer and Proposer's quality control, complaint resolution, worker training and other programs will be considered.

The Proposer's Marketing Plan for the myriad of products received at the Project Site will be a major focus of evaluation.

4.2 Awards

Any Contract awarded by the City under this RFP shall be determined to be in the best interest of the City by the Evaluation Committee.

The City reserves the right to request clarification of and/or solicit additional information of any Proposer, to have Proposers make presentations to the Evaluation Committee; to visit reference facilities if deemed necessary by the Evaluation Committee and/or to negotiate with any Proposer regarding any terms of their Proposal, including but not limited to the cost and/or scope of services, with the intent to achieve the best Proposal that shall result in a Contract that is deemed by the City to be in the City's best interest. Any such obligation will use the selected Proposal as a basis to reach a final agreement, if possible.

Should interviews be conducted, the individual responsible for managing the Contract, at a minimum, must be present. Failure to have said individual present will lead to disqualification of the Proposer. The Evaluation Committee reserves the right to request the presence of other team members/key personnel identified in the Proposal response.

4.3 Reservation of Rights

This RFP does not commit the City to award a Contract or to pay any costs incurred in the preparation of a response, including costs incurred by the vendor in preparing for or conducting any site visitations.

Equal Employment Opportunities. Vendor shall comply fully with the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998, as amended (WIA, 29 CFR part 37); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37 and all other applicable laws, including the Maine Human Rights Act, ordinances and regulations regarding equal opportunity and equal treatment.

Pursuant to Portland City Code, the City reserves the right to terminate the ensuing Contract immediately for cause or for convenience on thirty day prior written notice with the City responsible only for payment for supplies, materials and/or services provided or amounts expended or incurred in reliance thereon prior to the effective date of such notice.

The City shall accept all Proposals for review that are prepared and submitted in conformance with this RFP but reserves the right to accept or reject in whole or in part any or all Proposals submitted. The City reserves the right to request clarifications or corrections to Proposals.

The unreasonable failure of a Proposer to promptly supply information in connection with such a request may be grounds for a determination of non-responsibility and rejection of the Proposal. Receipt of a Proposal by the City or submission of a Proposal to the City confers no rights upon the Proposer, nor does it obligate the City in any manner. The City reserves, at its sole discretion, the right to determine which Proposers are qualified to provide services requested in this RFP.

The City, in its sole discretion, may exclude a Proposer from further participation in the negotiation process if it determines that the Proposer is severely falling behind in the evaluation process and/or during negotiations, without any apparent or documented reason for such delay. The notification of such exclusion from further negotiation shall be in writing, signed by the City Manager, and delivered to the Proposer by certified mail.

Neither the Proposal nor the material and/or submissions presented during the evaluation and negotiation processes will be returned and will be retained by the City for official record purposes. The City will retain or dispose of any or all copies of these materials in whatever manner it deems appropriate.

The City reserves the right to waive any informalities in the RFP process, to accept any Proposal or portions thereof and to reject any or all Proposals should it be deemed for the best interest of the City to do so. The City reserves the right to substantiate the Proposer's qualifications, capability to perform, availability, past performance record and to verify that the Proposer is current in its obligations to the City, as follows:

It is the custom of the City of Portland, Maine to pay its bills 30 days following equipment delivery and acceptance, and following the receipt of correct invoices for all items covered by the purchase order. If your organization prefers to receive payment via electronic transfer rather than by check, please see the web link below* and include that EFT form with your bid submission. In submitting bids under these specifications, bidders should take into account all discounts; both trade and time allowed in accordance with this payment policy and quote a net price. The City is exempt from the State's sales and use tax as well as all Federal excise taxes.

* <http://www.portlandmaine.gov/DocumentCenter/Home/View/817>

Pursuant to City procurement policy and ordinance, the City is unable to contract with businesses or individuals who are delinquent in their financial obligations to the City. These obligations may include but are not limited to real estate and personal property taxes and sewer user fees. Proposers who are delinquent in their financial obligations to the City must do one of the following: bring the obligation current, negotiate a payment plan with the City's Treasury office, or agree to an offset which shall be established by the Contract which shall be issued to the successful Proposer. This policy extends to any and all subcontractors named in the Proposal.

May 26, 2016:

Matthew F. Fitzgerald
Purchasing Manager

5.0 Qualifications of Proposers

5.1 Qualifications of Key Personnel

All key personnel of Proposer to be used in providing services to the City shall have at least three (3) years' experience performing similar work in a satisfactory manner. Details of such key personnel experience shall be provided in Tab I of the Proposal, including employer, position, duties, dates of employment, skills, education and training for at least the past three (3) years.

5.2 References

Proposers shall provide a minimum of three (3) references for the communities where similar work was performed by Proposer in a satisfactory manner. This may be references pertaining to the same facility if it is serving as a regional facility. Name of community, contact, address and phone number shall be provided for each reference. References shall be included in Tab IV of the submitted Proposal.

6.0 Proposal Format

Proposers must utilize the Proposal format presented in this RFP. Failure to comply with provisions of the RFP may result in disqualification. The items listed below, and the designated locations thereof, shall be included in the Proposal and in the order shown. Each section shall be clearly labeled with pages numbered and separated by tabs. Failure by a Proposer to include information requested in this RFP may result in the rejection of its Proposal.

Tab I Qualifications and Experience

- Provide a cover letter indicating the underlying philosophy of the Proposer in providing the service.
- Provide information that documents the Proposer's qualifications and current experience to produce the required outcomes, including ability, capacity, skill, and financial strength.
- Attach resumes of all managers and senior-level supervisors who will be involved in the management of the Project Site and services.
- Description of the Proposer's team and the role of each member of the proposed team in performing the proposed service.
- Proposed team organizational structure, interrelationships and interactions.
- Proposed sub-contractors, if any and a description of their role in the proposed plan.

Tab II Business Plan and Technical Proposal

- Detail the technical proposal and plan of approach (including major tasks and sub-tasks) in performing the service proposed including during the Transition Phase.
- Listing and description of recycling, processing and/or disposal facilities intended to be used by Proposer. Include copies of relevant permits and licenses for these facilities.
- Description of Marketing Plan for materials including any partnerships or alliances Proposer has with end users to ensure adequate markets and/or disposal outlets for material to be accepted under this Contract.
- Listing and description of all fixed or mobile equipment to be used by Proposer for the

services proposed. Note the age and condition of equipment. Describe the plan to assure that equipment shall be available to meet the service needs at all times. Describe how fluid leakage or debris spills from vehicles will be minimized and/or handled

- Describe quality control methods, complaint management and resolution procedures
- Methods for ensuring customer satisfaction and service quality and copies of related company policies
- Worker training and incentives
- Description of any landscaping and beautification plans for the Project Site.

Tab III Exceptions to the Terms and Conditions of Contract

- Include the Draft Contract and describe any markups or exceptions taken to the general terms and conditions of the RFP or of Draft Contract.

Tab IV References and Compliance

- As required in Section 5.2 of the RFP, Proposer shall include three references receiving services from the Proposer that are generally similar to those described in this RFP. Name of community, contact, address and phone number shall be provided for each reference.
- Describe any regulatory complaints or violations related to Proposer's operations received within the last five (5) years involving any company, partner, holding company, or subsidiary; any partner or subcontractor on their Proposal team.
- Proposer shall describe any claims or litigation, if any, occurring within the last five years, which are pending against it. State the nature of the claim(s), the parties involved and its (their) status.

Tab V Financial Stability and Ability to Obtain Insurance and Bonding

- Proposer shall highlight data that demonstrate financial strength and stability. Proposer shall also demonstrate the ability to obtain and maintain all bonding and insurance as required in the RFP and described in Section 1.6.

Tab VI Other Special Features

- The City encourages Proposers to submit innovative ideas not otherwise specified in other sections of the Proposal which will benefit the City. Proposer may include any other information in this Tab VI that Proposer feels will aid the City in consideration and evaluation of their Proposal.

Tab VII Cost

- Detail the basis for the calculated annual cost of program to the City. Fully describe any price mitigators including Host Community fees, material exchanges or revenue sharing from the sale of recyclable materials that would reduce the annual cost to the City.

Tab VIII Declaration and Addenda

- Proposer shall include the signed Proposal and shall include acknowledgement of all addenda received, if any.

PROPOSAL FORM**RFP #7516**

**Operation and Management of C&D Processing/Transfer Station
October 1, 2016 – September 30, 2021**

**** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL ****

The undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same, and that no person acting for or employed by the City of Portland is directly or indirectly interested in this proposal or in any anticipated profits which may be derived there from.

The undersigned hereby declares that they have read and understand all conditions as outlined in this Request for Proposals, and that the proposal is made in accordance with the same.

The bidder acknowledges the receipt of Addenda numbered: _____

TOTAL 5-YEAR NET COST: _____

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

TYPE OF ORGANIZATION - PARTNERSHIP, CORPORATION, INDIVIDUAL, OTHER:

STATE OF INCORPORATION, IF APPLICABLE: _____

FEDERAL TAX IDENTIFICATION NUMBER (Required): _____

AUTHORIZED SIGNATURE: _____

DATE: _____

NOTE: Proposals must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.

Definitions

Acceptable Waste shall mean material permitted under the facilities MEDEP permit including Tree Waste, Construction and Demolition Debris, Oversized Bulky Waste, Demo Wood, Mercury Added Waste, CRTs, Metals and White Goods.

Applicable Law shall mean any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority, which in any case, shall be enacted, adopted, promulgated, issued or enforced that relates to or affects the City, the Contractor or the performance by a party of its obligations hereunder.

Bulky Waste shall mean items too large to fit in normal curbside collection containers including, indoor/outdoor furniture, mattresses and box springs, carpet, swing sets, plastic swimming pools, large toys, bicycles, fish aquariums, large household appliances including White Goods, and other similar items.

Brush shall mean tree limbs and branches smaller than 2 inch in diameter

Catch Basin Cleanings shall mean material collected by DPW from catch basins and storm drains.

City shall mean the City of Portland, Maine.

Construction and Demolition Waste or C&D shall mean non-putrescible waste resulting from construction or demolition projects; includes all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to asphalt shingles, cartons, gypsum board, wood, excelsior, rubber, and plastics. MSW and Hazardous Waste including asbestos are specifically excluded.

Contract shall mean the signed Contract between the City and any Proposer arising from and pursuant to the terms of this RFP.

Contract Year shall mean October 1 through September 30 of each year.

Contractor shall mean any Proposer who signs a Contract(s) with the City arising from and pursuant to the terms of this RFP.

CRT shall mean an electronic device containing a cathode ray tube such as a computer monitor or television.

Current Contractor shall mean CPRC, Inc.

Demo Wood shall mean sorted wood derived from construction or remodeling activities. Demo wood shall including wooden pallets.

Disposal shall mean delivering or depositing of Waste Material into or onto a Disposal Facility.

Disposal Facility shall mean any facility or transfer station designated by the Contractor and permitted by the MEDEP and/or other applicable regulatory agency with jurisdiction and utilized for the receipt or final disposition of Waste Material generated within the City.

DPW shall mean the City of Portland's Department of Public Works.

Environmental Protection Agency or EPA shall mean the United States Environmental Protection Agency, or any duly authorized official of said Agency.

Facility shall mean the Proposer's technical layout and operations offering for the Project Site in accordance with RFP #7516.

Hazardous Waste shall mean any material or substance which, as of the effective date, by reason of its composition, characteristic or other inherent properties is dangerous to handle by ordinary means, or which may represent a substantial endangerment to health or safety or which presents a reasonable probability of adversely affecting the operation of the Facility. The fact that a hazardous waste or part or constituent may have value or other use or may be sold or exchanged does not exclude it from this definition. Hazardous waste shall also mean waste which is defined as harmful, toxic, dangerous or hazardous at any time during the term of this Agreement pursuant to (i) the Solid Waste Disposal Act, 42 U.S.C. § 6901, et seq. as replaced or amended from time to time, (ii) the Maine Hazardous Waste, Septage and Solid Waste Act, 38 M.R.S.A. § 1301, et seq. as replaced or amended from time to time, and (iii) any other federal, State, county or local codes, statutes or laws as replaced or amended from time to time, and (iv) any regulations, orders, or other actions promulgated or taken with respect to the items listed in (i) through (iii) above. Notwithstanding the above, if the DEP and/or the EPA (or such other regulatory agency having jurisdiction) shall determine by written regulation or policy that a substance or substances which are not considered toxic or hazardous as of the effective date, are toxic or hazardous, then such substances shall, from the date of such determination, constitute hazardous waste for purposes of this Agreement.

Holiday shall mean days during which the City closes in recognition of certain festivals, observances or individuals.

Host Community Fee shall mean the per ton payment proposed to be paid to the City by the Contractor for utilization of a Project Site located in the City.

Inerts shall mean waste material generated through the construction and/or repair of streets, roads, sidewalks, sewer lines and includes gravels, stones, clay, topsoil, bricks and asphalt.

Marketing Plan shall mean the Contractor's description of the actual markets for Recyclables and disposal location(s) of materials that are not Recyclable.

MEDEP shall mean the Maine Department of Environmental Protection, the State of Maine agency responsible for enforcing environmental regulations and statutes.

Mercury Added Wastes shall mean thermometers, fluorescent lamps, button batteries, thermostats, manometers, switches and relays containing Mercury.

Municipal Solid Waste (MSW) shall mean useless, unwanted or discarded solid waste with insufficient liquid content to be free-flowing, including, but not limited to, rubbish, garbage, refuse, but does not include hazardous waste, ash residue, biomedical waste, septic tank sludge or agricultural wastes. The fact that a solid waste or constituent of the waste may have value or other use or may be sold or exchanged does not exclude it from this definition.

OSHA shall mean the Occupation Safety and Health Administration, and agency of the Federal Government.

Oversized Bulky Waste or OBW shall mean large household items such as furniture, large toys, music or audio equipment or other items that will not fit in a 30 gallon trash bag.

Performance Bond shall mean a corporate surety bond that guarantees compensation to the City in the event that the City must assume the obligations or duties of the Contractor in order to continue the services defined in the Contract.

Project Site shall mean the portion of the City owned property at 910 Riverside Street, Portland Maine (also known as the Riverside Recycling Facility) designated for the Processing Facility.

Processing Facility shall mean the Facility at the Project Site, permitted by the MEDEP and/or other applicable regulatory agency with jurisdiction, and utilized for the receipt and processing of Acceptable Waste.

Proposer shall mean a party that submits a Proposal in response to the City RFP.

RCRA shall mean Resource Conservation and Recovery Act of 1976, 42 USC, §6901 et seq, as amended.

Recyclables shall mean those materials destined for **Recycling**.

Recycling shall mean a process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete, are collected, separated or processed and returned to use in the form of raw materials in the production of new products.

RFP shall mean City of Portland RFP # 7516 for the management and operation of a C&D Processing/Transfer facility at 910 Riverside Street, Portland, Maine.

RRF means the current Riverside Recycling Facility.

Solid Waste shall mean any solid, semi-solid, liquid, or contained gaseous materials discarded from industrial, commercial, mining, or agricultural operations, and from community activities. Solid waste includes garbage, construction debris, commercial refuse, sludge from water supply or waste treatment plants or air pollution control facilities, and other discarded materials.

State shall mean the State of Maine.

Street Sweepings shall mean material collected by DPW from paved surfaces using street sweepers.

Term shall mean the length, in time, of any Contract issued pursuant to RFP.

Transfer Station shall mean a permitted Facility where Waste Material is deposited and prepared for transport on larger transfer Vehicles for ultimate Disposal in a Disposal Facility, or where Recyclables or Yard Waste and compostable materials are deposited for transfer on larger Vehicles to a Processing Facility.

Transition Phase shall mean the period thirty (30) days prior to the Effective Date through the Effective Date.

Treated Wood shall mean wood that has been treated or preserved with chromated copper arsenate (CCA), pentachlorophenol, or other chemicals which have been classified as known human carcinogens by the US-EPA.

Tree Waste shall mean tree limbs, branches, trunks, stumps or chips resulting from the grinding of the same.

Unacceptable Waste shall mean materials other than those acceptable under the facility permit issued by the MEDEP to include Hazardous Waste, Medical Waste and Municipal Solid Waste.

Universal Waste shall mean CRTs, fluorescent lamps, mercury containing thermostats and totally enclosed, non-leaking PCB ballast.

USC shall mean United States Code.

Waste Material shall mean the Acceptable Waste delivered under Contract subsequent to this RFP.

White Goods shall mean appliances and units such as air conditioners, dehumidifiers, dryers, refrigerators, stoves, washers, hot water tanks, freezers and other large enameled appliances which the Contractor will collect and process in accordance with all federal, state and local laws.

Work shall mean services performed under Contract resulting from this RFP process.

Working Day shall mean all days, Monday through Saturday, except when such day is a Holiday.

Yard Waste shall mean leaves, grass clippings, vegetable or other garden debris, shrubbery or Brush. The term excludes agricultural waste, animal waste, roots, sewage sludge, stumps, and Treated Wood.

**AGREEMENT BETWEEN THE
CITY OF PORTLAND
AND
COMPANY**

(This is a sample contract only and is subject to change prior to execution)

THIS AGREEMENT is entered into this _____ day of _____, 2016, by and between the **CITY OF PORTLAND**, a body politic and corporate (hereinafter the “**CITY**”), and **COMPANY**, a Maine corporation with a mailing address of _____ (hereinafter the “**CONTRACTOR**”).

WITNESSETH:

WHEREAS, the **CITY** is in need of _____ and did advertise a Request for Proposals #7516 entitled “Management and Operation of Construction and Demolition Recycling Center and Transfer Station,” (hereinafter, the “Request for Proposals”), a copy of which is attached as Exhibit A and made a part hereof; and

WHEREAS, the **CONTRACTOR** has the requisite knowledge and technical ability to perform the required services and has submitted a proposal for the provision of such services dated _____, (hereinafter, the “Proposal”), a copy of which is attached as Exhibit B and made a part hereof; and

WHEREAS, after due consideration of all the Proposals, the **CITY** did award this contract to the **CONTRACTOR**;

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. The **CONTRACTOR** will furnish the services, materials, supplies, equipment and labor (hereinafter the “**Work**”) in accordance with the specifications contained in the Request for Proposals issued to the Contractors under date of May 26, 2016 by the Purchasing Manager of the City of Portland, and also in accordance with the **CONTRACTOR**’s Proposal. The restatement in this document of any term of the Request for Proposals or Proposal shall not be deemed to waive any term not so restated. If any disagreement is found between Request for Proposals or the Proposal and this document, then this document shall govern; and the Request for Proposals shall govern over the Proposal, to the extent they disagree; provided, however, that this document and its attachments shall be construed to be supplemental to one another to the extent possible. Capitalized words in this Agreement shall have the same meaning set forth in the

2. MANAGEMENT AND OPERATION OF THE FACILITY

- a. Assumption of operation. On the effective date of this Agreement, the CONTRACTOR shall begin Work at the Project Site. The CONTRACTOR shall operate and maintain the Project Site in accordance with this Agreement, all Applicable Laws, the Operations Manual and the specifications contained in the CITY's Requests for Proposal, and CONTRACTOR's PROPOSAL. The CITY shall own the Project Site
- b. Regulatory compliance. The CONTRACTOR shall perform work in strict conformance with the provisions of all permits and Applicable Law (including the applicable requirements of all regulatory agencies). The CONTRACTOR shall be responsible for obtaining, maintaining and ensuring compliance with all Permits required, and for performing its operations consistent with the Operations Manual and Applicable Laws. In addition thereto, the CONTRACTOR shall comply with all orders, if any, of any governmental entity. CITY shall receive notice and may attend, at its option, any meetings with representatives of any governmental entity regarding compliance or failure to comply with Permits or Applicable Law. CITY and CONTRACTOR shall provide each other with any information it has or receives regarding any citations, notices of violation, enforcement actions, legal suits or emergency orders. The CONTRACTOR shall respond promptly to all citations, notices of violation, enforcement actions, legal suits, and emergency orders with respect to the CONTRACTOR's operations issued by any governmental entity with jurisdiction. In addition to the CONTRACTOR's indemnity provided elsewhere in this Agreement, the CONTRACTOR shall pay all costs, including, but not limited to, attorney's fees and costs, of responding to all such citations, notices of violation, enforcement actions, legal suits, and emergency orders and shall pay all costs, including, but not limited to, attorney's fees and cost, of correcting deficiencies and achieving compliance with all such citations, notices of violation, enforcement actions, legal suits, and emergency orders and shall pay any fines or penalties assessed as a result of non-compliance.
- c. Employees, equipment and subcontractors. CONTRACTOR shall employ such employees as required to perform Work under this Agreement. CONTRACTOR shall provide all labor, including equipment operators, sorters, and incidental labor; and materials, equipment, tools, supplies and utilities required for Work performed at the Project Site and compliance with other terms and conditions of this Agreement. CONTRACTOR shall be responsible for any costs and other liabilities of its subcontractors at the Project Site.
- d. Operating responsibility. The Project Site shall be open for the receipt of Acceptable Waste during the following hours _____ If emergency conditions render it impractical to dispose of the resultant volume of Acceptable Waste within the normal operating hours of the Facility, the CONTRACTOR shall open the Facility on other days and times as reasonably requested by CITY without additional charge to CITY.
- e. The CONTRACTOR shall, at its expense, perform Work at the Facility, including, but not limited to:
 - i. receive all Acceptable Waste delivered to the Project Site;
 - ii. inspect all waste delivered to the Project Site;
 - iii. reject all Unacceptable Waste delivered to the Project Site;
 - iv. sort all waste delivered to the Project Site;

- v. recycle all Acceptable Waste which is capable of being recycled;
 - vi. process all Acceptable Waste delivered at the site, either through the use of its own personnel or through the procurement of services from firms who shall process the Acceptable Waste;
 - vii. transport and legally dispose of all waste which cannot be processed or recycled.
 - viii. transport and legally dispose of all Unacceptable Waste erroneously accepted at the Project Site;
 - ix. maintain all access roads at the Project Site and provide for access during all seasonal conditions;
 - x. market and sell recycled material which is generated from Acceptable Waste delivered to the Project Site;
 - xi. maintain communications with City to provide for the operation and maintenance of the Project Site in accordance with this Agreement and Applicable Law;
 - xii. CONTRACTOR shall provide CITY with an annual Contract Performance Bond in the amount of Five Hundred Thousand Dollars (\$500,000) guaranteeing performance of this Management Agreement.
- f. CONTRACTOR REPORTS. CONTRACTOR shall provide monthly reports to CITY no later than the tenth (10th) business day of each month. The monthly report shall contain the following information with respect to the previous month:
- i. total tonnage of all waste delivered to the Project Site;
 - ii. of material processed and/or disposed of.
 - iii. record of any hazardous or special waste, if any, that was received at the Facility and its method and place of disposal;
 - iv. all reports and correspondence which may be necessary for permit compliance;
 - v. the dates of all regulatory agency inspections with the name of agency and inspector. A copy of any concurrent or subsequently written inspection report, notice of violation, or citation shall be supplied to CITY, upon receipt. A copy of any report submitted by CONTRACTOR to any governmental entity, whether in response to such notices of violation and/or citations or not, shall be supplied to CITY contemporaneously;
 - vi. copies of all inquiries, complaints, accidents, or incidents and a description of the resolution of same;
 - vii. all financial reports provided by CONTRACTOR shall be in accordance with generally accepted accounting principles.
- g. Signage. CONTRACTOR shall be responsible for all signage in the Project Site. Prior to installing such signage, CONTRACTOR must receive the CITY's written consent, and all signage must comply with applicable laws, ordinances, rules and regulations.
- h. Record keeping. The CONTRACTOR shall maintain on-site, readily retrievable for reference and in clean and usable condition, at least one copy each of approved construction drawings, specifications, reports, permits, Operations Manual and all prior months' operations reports and correspondence with CITY and all governmental entities.
- i. Permitting; payment of operating expenses. CONTRACTOR shall be responsible for any costs or expenses associated with the permitting of the Facility subsequent to the effective date. Except as otherwise specifically provided herein, CONTRACTOR shall be solely

responsible for and shall pay all costs and expenses incurred in the performance of its operating responsibilities.

- j. Waste Deliveries. CONTRACTOR shall not accept waste deliveries of any kind at the Facility other than waste defined as Acceptable Waste in this Agreement.
- k. The CONTRACTOR covenants and agrees that all Work performed and furnished hereunder shall be free from all defects, and that all Work shall be performed in a good workmanlike manner.

3. INSURANCE. Prior to the execution of this Agreement, the CONTRACTOR will procure and maintain insurance coverage in the following types and amounts:

- a. Comprehensive General Liability. Coverage shall be in the minimum amount of \$3,000,000 dollars combined single limit for bodily or personal injury, death and property damage. The City shall be named as additional insured.
- b. Automobile Liability insurance in an amount of not less than one million dollars, including coverage for all owned, non-owned and hired vehicles. The City shall be named as additional insured.
- c. Environmental or Pollution liability coverage in the minimum amount of \$3,000,000 dollars protecting the Contractor and the City against claims arising from the abatement, clean up and disposal of Hazardous Waste, naming the City as additional insured.
- d. Workers Compensation insurance including Employers Liability coverage, in compliance with Maine law. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees.
- e. All subcontractors will also be required to carry the coverages set forth above.

With respect to the liability coverages, the CONTRACTOR will provide the CITY a certificate of insurance evidencing such coverage, in this way: certificate must say either: A) "the policy has been endorsed to name the City of Portland as an Additional Insured" and a copy of the endorsement must come to the City of Portland with the certificate, or B) "the policy already includes an endorsement, such as the General Liability Extension Endorsement, by which the City of Portland is automatically made an additional insured." A Certificate which merely has a box checked under "Addl Insr," or the like, or which merely states the City of Portland is named as an Additional Insured, will not be acceptable. The CONTRACTOR shall furnish the CITY and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the CITY of termination of insurance from insurance provider or agent. The CONTRACTOR shall provide copies of all insurance policies upon request.

Work shall not commence under the Contract until the CONTRACTOR has obtained the insurance required under this section, nor shall the CONTRACTOR permit any subcontractor to commence work until the insurance required of the subcontractor has been obtained.

4. Five (5) days prior to the time of the signing of the Contract, the Contractor shall furnish both:
- a. a Performance Bond, for the faithful performance of the Contract and,
 - b. a Payment Bond, to insure payment of all persons performing labor and furnishing materials and equipment in connection with the Contract.

The above bonds shall be executed yearly, shall be obtained prior to the execution of the Contract and shall be a condition precedent to the execution of the Contract and each and any renewal thereof.

All bonds shall be executed by a surety company duly authorized to do surety business in the State of Maine. The payment bond shall be in the amount of \$500,000. The performance bond shall be equal to the gross cost of this Contract to the City for one year.

5. INDEMNIFICATION

- a. General. The CONTRACTOR shall indemnify, defend and hold harmless CITY, its officers, employees, representatives and agents, from and against any and all claims, actions, losses, damages, injuries, liabilities, costs and expenses of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury to persons, including death, or damage to property relating to or incidental to CONTRACTOR's operation of the Facility, or CONTRACTOR's performance of any other obligations under this Agreement, whether by the CONTRACTOR or anyone directly or indirectly employed by it, its subcontractors, or anyone else for whose act it may be liable, on or after the effective date of this Agreement, but excluding any and all claims, actions, losses, damages, injuries, liabilities, costs and expenses of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury to persons, including death, and damage to property related to CITY's operation of the Facility prior to the effective date or that result from the City's sole negligence. At its option, the indemnified party shall have the right to actively participate in the defense of any action in which damages are sought which might be its ultimate responsibility. If the indemnified party elects to exercise said right, it shall bear all of its defense costs, including attorney's fees and court costs.
- b. As used in this Agreement, "Environmental Condition" shall mean any adverse condition relating to surface water, ground water, drinking water supply, land, surface or subsurface strata or the ambient air, and includes, without limitation, air, land and water pollutants, noise, vibration, light and odors, which may result in a claim of liability under the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), or the Resource Conservation and Recovery Act ("RCRA"), or any claim of violation of the Clean Air Act, the Clean Water Act, the Toxic Substance Control Act ("TSCA"), or any claim of liability or of violation under any federal statute hereafter enacted dealing with the protection of the environment or with the health and safety of employees or members of the general public, or under any rule, regulation, permit or plan under any of the foregoing, or under any law, rule or regulation now or hereafter promulgated by the state in which the Premises are located, or any political subdivision thereof, relating to such matters (collectively, "Environmental Laws"). "Hazardous Materials" shall include, but shall not be limited to, substances requiring investigation, removal or remediation under any federal, state or local statute, regulation, ordinance or policy including substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 1802; the Resource Conservation Recovery Act, 42 U.S.C. Section 6901, et. seq.; radon, asbestos and petroleum products; or those substances defined as "hazardous wastes" in applicable codes in the State and in the regulations adopted and publications promulgated to such codes. CONTRACTOR shall, at all times during the term, comply with all environmental laws applicable to the facility and CONTRACTOR's

use thereof. Except to the extent caused by CITY or attributable to an environmental condition existing prior to the effective date of this Agreement, CONTRACTOR will defend, indemnify and save harmless the CITY and its directors, officers, shareholders, employees and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' and consultants' fees and expenses) of whatever kind or nature, contingent or otherwise, known or unknown, incurred or imposed, based upon any Environmental Laws or resulting from any Environmental Condition on or about the Premises which is caused by CONTRACTOR during the Term of this Agreement, which indemnity, in the case of an Environmental Condition caused by Tenant shall include costs incurred by CITY to remediate such Environmental Condition to clean-up or remediation standards consistent with CONTRACTOR's use of the Premises specified in this Agreement. In case any action, suit or proceeding is brought against any of the parties indemnified herein by reason of any occurrence described in this section CONTRACTOR will, at CONTRACTOR's expense, by counsel reasonably approved by CITY, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended.

- c. Patent and copyright indemnity. The CONTRACTOR shall obtain any licenses or other authorizations that may be necessary to lawfully use any process, materials or services that are subject to patent, copyright, trademark, trade secret, or other intellectual property restriction or laws. The CONTRACTOR shall indemnify, defend and hold harmless CITY, its officers, employees, representatives and agents, from and against any and all claims, actions, losses, damages, injuries, liabilities, costs and expenses of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of infringement of any patent, copyrighted or uncopyrighted work, secret process, trade secret, unpatented invention, article, appliance, or otherwise.
- d. CONTRACTOR's obligations under this Agreement shall survive termination of this Agreement and shall not be limited by the availability of insurance.

6. Prior to any payment, the CITY reserves the right to require Waivers of Lien for materials and labor from the CONTRACTOR and its subcontractors and suppliers guaranteeing One Hundred Percent (100%) performance, free and clear from all liens and encumbrances. Any mechanic's lien or any other lien which may be filed against the premises which are the subject of this Agreement by reason of the Work described herein shall be defended (by counsel reasonably acceptable to the CITY) and promptly discharged by the CONTRACTOR at its own expense. The CITY may require the CONTRACTOR to provide a bond satisfactory to the CITY to indemnify it against any lien and as a substitution in place of a lien. If the CONTRACTOR should fail either to defend the CITY against the lien or to discharge it, then the CITY may do so at the CONTRACTOR's expense. In the event of such an undertaking by the CITY, the CONTRACTOR will promptly reimburse the CITY for all its costs and expenses in so doing, including, but not limited to, reimbursement of the CITY's reasonable counsel fees, as well as costs which may be incurred by it in substituting a bond in place of a lien. CONTRACTOR's obligations under this paragraph shall survive termination of this Agreement.

7. The CONTRACTOR shall perform the work to the satisfaction of the responsible CITY official who will have the right of inspection at all times, and whose approval and acceptance of the work will be a condition precedent to payments by the CITY under this Contract. CITY inspectors will

have the authority to stop work in progress if such work is being done contrary to the plans, specifications or engineering practice.

8. Time is of the essence in the performance of this Agreement. Upon receipt of executed contracts and insurance as required, the CITY will promptly send an executed CITY contract to the CONTRACTOR, which will commence work. CONTRACTOR shall commence work hereunder on October 1, 2016 (the "Effective Date") Unless this Agreement is sooner terminated hereunder, this Agreement shall terminate September 30, 2021. This Agreement may be renewed at the option of the CITY for one additional five (5) year period on the terms and conditions set forth herein.
9. In the event of any dispute as to the amount, nature or scope of the work required under this Contract, the design and judgment of the Director of Public Works (hereinafter, the "Director") will be final and binding.
10. For performance of all the terms and conditions of this Agreement, the CITY will pay the CONTRACTOR _____.
11. The CITY shall have the right to retain ten percent (10 %) of each invoice amount as retainage until the Work is completed and accepted by the CITY.
12. The CONTRACTOR shall keep accurate records of all services performed under this Agreement and shall submit such information to the CITY on a monthly basis. Payment for such Work shall be made to the CONTRACTOR not more than thirty (30) days after receipt of an invoice for work completed the preceding month and acceptance of the Work by the Director.

13. TERMINATION

- a. The CITY may terminate this Agreement for cause by written Notice to the CONTRACTOR. In the event of such termination, the CONTRACTOR shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.
- b. The CITY shall have the right to terminate this Agreement at any time for its convenience on thirty (30) days' prior written Notice to the CONTRACTOR. If the Agreement is terminated by the CITY for convenience, the CITY shall pay the CONTRACTOR for all Work performed and all materials purchased pursuant to this Agreement prior to receipt of such Notice.
- c. In the event that this Agreement is terminated pursuant to this section, the CONTRACTOR shall continue operations for an interim period of up to one hundred twenty (120) calendar days if requested to do so by CITY in order to allow CITY to obtain the services of a successor contractor or to make arrangements to undertake operation of the Facility with its own forces. The CONTRACTOR shall be paid for its services during said interim period at the rates and factors set forth in the last payment schedule in effect prior to issuance of written final notice of termination.
- d. Non-Performance: CONTRACTOR agrees that upon the non-performance by it of any of the covenants, hereinbefore or hereinafter mentioned, by it to be kept and performed; upon

the filing of a voluntary petition in bankruptcy; the making of any general assignment for the benefit of creditors; or upon the occurrence of any act which operates to deprive it permanently of the rights, powers, and privileges necessary for the proper conduct and operation of the exclusive rights granted herein; or upon the abandonment and discontinuance of its operations, the CITY may, at its election, cancel this Agreement and enter and take possession of said premises. CONTRACTOR hereby waives any notice of such election, notice to quit possession of the premises or any demand for payment of the amounts agreed upon as the same become due, or for the performance of any covenants herein, or any demand for the possession of said premises; provided, however, that the failure of the CITY to declare this Agreement and exclusive privilege terminated upon default of CONTRACTOR for any of the reasons above set out shall not operate to bar, abridge, or destroy the right of the CITY to declare this Agreement null and void and at end upon any subsequent violation of the terms of this Agreement.

14. Out of concern for the public, CITY employees and the CONTRACTOR's employees, all work performed by the CONTRACTOR shall be in conformance with pertinent OSHA, local, state and federal government, laws, rules, and regulations.
15. NOTICES. Notices of conditions or situations affecting the Work to be performed under this Agreement shall be given in writing between designated operating personnel of the CONTRACTOR and CITY. All other notices shall be given in writing, to be delivered by certified mail, to the parties at their respective addresses as set forth below:

If to the CONTRACTOR, at: _____

If to CITY, at: City of Portland
 389 Congress Street
 Portland, Maine 04101
 Attn: City Manager, with a copy to
 Public Works Director and Corporation Counsel

16. CONTRACTOR may not assign this contract without the written consent of the CITY. Subject to such consent, the terms and conditions of this Agreement shall be binding upon, and inure to the benefit of, the assignor's successors and assigns.
17. This Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.
18. In the event that one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
19. The CONTRACTOR hereby agrees it is an independent contractor, and that no person supplied by it in the performance of the Agreement shall be any employee of CITY and further agrees that no rights of CITY's rules accrue to any such person. The CONTRACTOR shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation,

other benefits and taxes and premiums appurtenant thereto of its employees in the performance of this Agreement.

- 20.** No waiver of any breach of any one or more of the conditions of this Agreement by the CITY be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.
- 21.** This Agreement is an operating agreement for the Project Site and no provision hereof shall be construed as conveying an easement or other estate in land. CONTRACTOR acquires no other rights in and to the Project Site, except as set forth herein.
- 22.** This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court.
- 23.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.
- 24.** CITY and CONTRACTOR each warrant and represent to the other that they have the full right and authority to enter into this Agreement, that there is no impediment that would inhibit their ability to perform their respective obligations under this Agreement, and that the person signing this Agreement on behalf of each party has the authority to do so.

IN WITNESS WHEREOF, the said CITY OF PORTLAND has caused this Agreement to be signed and sealed by Jon P. Jennings, its City Manager, thereunto duly authorized, _____ has caused this Agreement to be signed and sealed by _____, its _____, thereunto duly authorized, the day and date first above written.

WITNESS:

CITY OF PORTLAND

By: _____
Jon P. Jennings
Its City Manager

WITNESS:

CONTRACTOR

By: _____

Name
Its (title)

Approved as to form:

Approved as to funds:

Corporation Counsel's Office

Finance Director

PROPOSAL FORM**RFP #7516****Operation and Management of C&D Processing/Transfer Station
October 1, 2016 – September 30, 2021****** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL ****

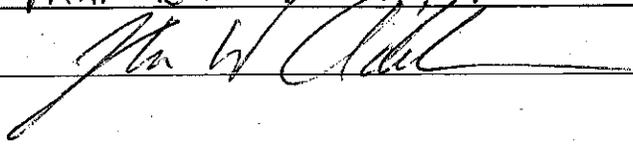
The undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same, and that no person acting for or employed by the City of Portland is directly or indirectly interested in this proposal or in any anticipated profits which may be derived there from.

The undersigned hereby declares that they have read and understand all conditions as outlined in this Request for Proposals, and that the proposal is made in accordance with the same.

The bidder acknowledges the receipt of Addenda numbered: #1 + #2

TOTAL 5-YEAR NET COST: \$ 0.00

COMPANY NAME: CPRC MANAGEMENT, LLC

AUTHORIZED SIGNATURE: 

DATE: 7/1/2016

PRINT NAME & TITLE: JOHN W ADELMAN, SOLE MANAGER

ADDRESS: 70 PLEASANT HILL RD, SCARBOROUGH, ME 04074

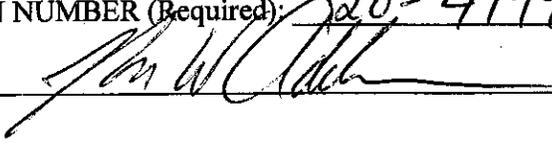
E-MAIL ADDRESS: jadelman@cprcgroup.com

PHONE NUMBER: 883-3325 FAX NUMBER: 883-1121

TYPE OF ORGANIZATION - PARTNERSHIP, CORPORATION, INDIVIDUAL, OTHER:
LIMITED LIABILITY COMPANY

STATE OF INCORPORATION, IF APPLICABLE: ME

FEDERAL TAX IDENTIFICATION NUMBER (Required): 20-4999286

AUTHORIZED SIGNATURE: 

DATE: 7/1/2016

NOTE: Proposals must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.



Tab I Qualifications and Experience

July 1, 2016

City Hall
Purchasing, Room 103
389 Congress Street
Portland, ME 04101

RE: City of Portland RFP 7516

Dear Portland officials:

Thank you for providing us the opportunity to respond to the Request For Proposals for Management and Operation of a C&D Recycling/Transfer Station at 910 Riverside Street.

As the incumbent operator of the Riverside Recycling Facility, we believe that CPRC Management, LLC (CPRC) is uniquely qualified to provide the services you are seeking and that we have the experience, knowledge, regulatory approvals, and processing capacity to perform them at the highest possible levels.

Since 2005 CPRC has handled more than 3,000,000 tons of material and less than 25% has ended up in a landfill or waste incinerator. We pride ourselves on "making the turn" every day. What comes in must go out, and it is our philosophy to find the highest and best use for all the waste stream materials we handle.

We also are proud of the improvements we have made at Riverside and the level of customer service we have provided to Portland citizens and area residents. In the fall of 2015, we conducted a customer survey at Riverside, and of the 619 respondents, nearly all said that the facility is clean and well organized, that our staff was courteous and helpful, and that they valued the service we provide.

We work to continually broaden the scope of materials we can handle, while maintaining a dedication to public health and safety and environmental responsibility. CPRC has over 30 permits and licenses that allow it to receive, process, and reuse materials that once only found their way to the dump, and no other company in Maine has re-purposed more waste material over the past ten years.

CPRC has been operating municipal transfer stations responsibly and successfully for over 20 years. We hope that our track record speaks for itself, and we are eager to work with the City of Portland to make the Riverside Recycling Facility an even more valuable municipal asset.

Sincerely,

John Adelman

James Hiltner

Qualifications and Current Experience

Company Profile

CPRC Management (CPRC) is a recycling facility services provider with the unique ability to create market, sell and use licensed, state-of-the-art products from waste stream materials. Both our reputation and future success are built on the premise that innovative and creative problem-solving can provide customized waste management solutions that add value for our clients, while protecting and preserving our natural environment.

We believe that by reclaiming and reusing more and more waste materials, CPRC can create economically viable products for use in road building, general construction, landscaping, and fuel supply for the renewable energy market. Our day-to-day business supports Maine's solid waste management hierarchy of Recycle, Reuse, Waste-to-Energy and Landfill, and we have grown our company based upon these principles.

As operator of the largest municipal recycling facility in the State of Maine, CPRC has processed construction and demolition material, universal waste, and yard waste for the past 10 years on behalf of the City of Portland. Since winning the bid to operate the Riverside facility in 2005 CPRC has helped the facility maintain an annual recycling rate of over 50%.

CPRC is known for its leadership and innovation in the recycling industry. Starting out primarily as a road paving business in 1945, CPRC during the 1990s began helping municipalities find solutions to increasing waste disposal costs and decreasing disposal options. Responding to our clients' needs, CPRC sought new ways to deal with the wastes generated within our industry.

The result was the emergence of an integrated, multi-dimensional organization with three distinct processing facilities, all engaged in turning a wide variety of waste stream materials into usable products. By operating transfer stations on behalf of municipalities, as well as receiving materials from many others throughout the state, CPRC is able to efficiently procure, transfer and process over 500,000 tons of material per year

Today CPRC's business model offers distinct advantages to our many municipal and commercial clients, the most important of which is our ability to operate as a truly full-service recycling company. As recyclers *and* experts in aggregate materials industries, as well as exclusive holder of various Beneficial Use Determination (BUD) licenses, CPRC has the unparalleled ability to create new, highly marketable products using the "raw" materials received from our customers.

Our products, processes, and facilities meet stringent industry and government guidelines, and our employees have the knowledge and skills to make valuable end-use products from various waste streams. As a result, CPRC is the ultimate full-service recycler – we complete the "loop" every day.

Relevant Experience

City of Portland, Maine

CPRC and the City of Portland have had a longstanding professional relationship that has been beneficial to both parties. CPRC was awarded the contract to operate the City of Portland's Riverside Recycling Facility (RRF) in August of 2005 and annually handles approximately 45,000 tons of recyclable and reusable materials and waste materials from the city's Public Works Department, as well as from many commercial contractors and residents from the surrounding communities.

CPRC has consistently spent its own capital making tremendous improvements to the site, which has led to much less wait time for customers and safer, more efficient handling of materials.

Over the past six years the City has reaped the financial benefit of the credit program we created, which relates to the difference in the amount of tonnage the City budgeted to bring to the facility versus the amount that actually was delivered. As a result, since 2010, the City has saved \$1.2 million. In addition, the City utilized more than 4,000 tons of our recycled products in various projects at no additional cost.

Town of Scarborough, Maine

CPRC has owned and operated the Community Recycling Center for the Town of Scarborough, Maine (population 20,000) since 2000. As the Town's sole recycling services provider, CPRC receives recyclable and reusable materials and waste materials from the Scarborough Department of Public Works, town residents, commercial landscapers, contractors, and small-business owners from the Greater Portland area. All materials are delivered directly to our two-acre facility immediately adjacent to our larger, 17-acre recycling and processing facility, in Scarborough, Maine, operating Tuesday through Saturday, from 8:00 a.m. to 4:00 p.m.

Materials accepted include all residential leaf and yard waste, mixed household recyclables, mixed paper, cardboard, construction and demolition debris, metals, appliances, asphalt shingles, bulky goods, tires, automotive batteries, universal waste materials, and inert materials such as street sweepings, catch basin grits, rocks, sand, glass and porcelain.

CPRC has secured on-going agreements with a variety of end-users, which allow the company to recycle or reuse the inbound material, resulting in an overall recycling rate of 97% of the materials received at the Scarborough facility.

Since hiring us to own and operate their Community Recycling Center, the Town of Scarborough has enjoyed a solid, professional relationship with CPRC, and at the same time has benefitted from the use of the various products CPRC creates from the Town's waste materials.

Town of Kennebunk, Maine

CPRC won the bid to operate the transfer station in the Town of Kennebunk in 2015, and also provides services under this contract to the surrounding towns of Kennebunkport, Arundel and surrounding municipalities, serving approximately 15,000 residents.

CPRC receives recyclable and reusable materials from local public works departments, town residents, commercial landscapers, contractors, and small-business owners in mid-York County. All materials are delivered to the Recycling Center and Transfer Station in Kennebunk, which CPRC operates Tuesday through Saturday from 7:00 a.m. to 3:00 p.m.

Materials accepted included all residential leaf and yard waste, construction and demolition debris, metals, appliances, asphalt shingles, bulky goods, tires, automotive batteries, universal waste materials, and inert materials such as street sweepings, rocks, sand, glass and porcelain.

In addition, CPRC sells many of the products that it manufactures at its processing facilities to the residents and small commercial operators in the local market.

Northern New England Municipalities/CPRC Municipal Exchange Program

CRPC has established municipal exchange programs with over 70 municipalities in the states of Maine, New Hampshire and Massachusetts, that allow these clients to receive or purchase discounted products created from their waste materials on a ton-for-ton basis.

As the sole holder of various Beneficial Use Determination (BUD) licenses, CPRC has the unique ability to create new, highly marketable products using the “raw” materials received from our many clients and customers in the region. The granting of these licenses to CPRC by the states of Maine, New Hampshire and Massachusetts assures that our products, processes, and facilities meet stringent industry and regulatory guidelines, and that our company has the knowledge and ability to safely make valuable end-use products from various waste streams.

An example of CPRC’s strategic use of BUD licenses is our process to turn demolition wood and yard waste into wood chips that meet the needs of international biomass facilities.

CPRC also produces licensed, marketable aggregate products from construction and demolition waste and inert waste. These products then are sold or traded to final users, such as municipalities and construction companies for use in road building and construction projects. In many cases, the costs associated with CPRC’s Municipal Exchange Program are considerably less than if the client/customer had disposed of the waste materials by traditional methods. In addition to the avoided disposal costs, participants in this program have access to products created by CPRC that are comparable in quality and value to virgin materials.

Resumes of Managers and Senior-Level Supervisors for Management of Project Site and Services

John W. Adelman – Principal and Chief Executive Officer

John W. Adelman is a principal and the Chief Executive Officer of CPRC Group, LLC, an industrial recycling company doing business throughout northern New England. He is involved in making all upper management decisions for the Company; he focuses on customer relations, regulatory issues, strategic planning, marketing, product development, and partnering for the growth of the business as well as internal cost analysis and procedures to boost the Company's overall performance.

John has over 20 years of professional experience in the areas of sales, finance and operations for many different types and sized organizations. Prior to joining CPRC, John was the Managing Partner of Exchange Street Partners, LLC, a local business-consulting firm. He and his four partners established the firm to assist companies in northern New England facing growth, turn-around or diversification issues requiring outside resources. Prior to forming this firm, he was Vice President of McKernan Enterprises, Inc. (MEI). Governor John R. McKernan, Jr. established MEI with the mission to create strategic alliances to acquire businesses throughout the state of Maine and northern New England. Working closely with the Governor, John assisted in forming an investment group for the acquisition of CF Hathaway, the oldest shirt making company in the country. Also, the firm orchestrated a similar transaction for the purchase of the Jolly Farmer bark and soils division to ensure that it remained a Maine company.

Having a keen interest in civic activities, John has sat on many Not for Profit Boards as well as Chairing the Board of CPRC. Currently he acts as the President of HPVIS, a village improvement society for a summer community in Hancock Point, ME. Previous leadership roles have included the President of the Falmouth Conservation Land Trust, leading its transition from a completely all volunteer organization with sparse resources to a fully staffed organization with an office and consistent operating funds necessary for long term viability. He also has served as the President of the CDRA a national trade association representing the interest of all industrial recyclers throughout the United States. During his leadership, the CDRA's revenues increased by 100% and its membership grew by over 40%. He continues to be involved in both organizations as well as the following; Advisory Council member of the Children's Museum & Theater of Maine, a member of the Environmental Board of Directors of the Maine Technology Institute which invests state money into early stage companies with new technology geared toward the environmental and renewable energy sectors, and he sits on the Facilities Committee for the Portland Museum of Art.

He, his wife Judy, daughter Kayla and son James reside in Falmouth, Maine.

James M. Hiltner – Chief Operating Officer & Senior Vice President

James M. Hiltner is a principal of CPRC and MB Bark and Chief Operating Officer of both companies and he is a principal in We Compost It, LLC. He is responsible for providing strategy, tactics, organization and leadership for the company. He works with other members of senior management in the areas of finance, sales and marketing, product development, investor and customer relations and partnering for the continued growth of the company. In addition, he serves as the company's liaison with regulatory, government, community and industry leaders promoting CPRC and MB Bark throughout northern New England. Since joining CPRC as COO in 2004, Mr. Hiltner has been instrumental in transitioning the company into an organization with state of the art technology, controls, policies & procedures as well as operating and planning tools to position the company for long term success in the field of recycling, composting & solid waste management.

Mr. Hiltner holds a Bachelor of Science degree in Business Administration with a minor in Biology from Millersville University of Pennsylvania.

With nearly 30 years of experience in the areas of planning, permitting, operations, sales, finance and business development, Mr. Hiltner has served in a variety of executive positions. In addition to his role of COO / Senior Vice President at privately held CPRC and MB Bark that previous experience includes Vice President of Operations for Casella Waste Systems, a major regional solid waste company located in New England with responsibility for operations, development and growth of a solid waste collection, transfer, processing and ultimate disposal (landfill, waste to energy, beneficial reuse and composting) and municipal commercial and industrial recycling operations located in Maine, New Hampshire and Massachusetts with annual revenue in excess of \$240M and oversight of 800+ employees. Region President for Waste Management, Inc., a national solid waste and recycling company which responsibilities included operations, development and growth of a solid waste collection, transfer, processing and ultimate disposal (landfill, beneficial reuse and composting) and municipal commercial and industrial recycling operations located in upstate New York, western Pennsylvania and eastern Ohio with annual revenues in excess of \$1.8B and oversight of 1100+ employees.

Mr. Hiltner is active in and has served as a Board member on the Maine State Chamber of Commerce and well as an active participant in Regional Solid Waste and Recycling Industry associations and Maine & Massachusetts regulatory groups formed to create solutions for environmental issues such as increase in Beneficial Reuse of solid waste streams and reduction in air/nuisance impacts of gypsum in lined and unlined landfills.

Paula White – Controller

Paula White is the Controller for CPRC Group. She is responsible for all financial management functions, including development of monthly/quarterly financial statements, financial forecasts, and budgets. She oversees accounting functions, including inventory, AR/AP, account reconciliation, and cash management, and administers all financial management systems, evaluating and integrating new applications and technology.

Paula has developed a skilled accounting and financial management team to achieve established objectives. She communicates with the owners, managers, and financial institutions concerning financial forecasts and reports, and assembles documentation for banking and audit reporting requirements.

Prior to being named controller in 2003, Paula served as staff accountant, where she prepared monthly account reconciliation, departmental financial reports, and performed variance analysis in accordance with business plan. She also assisted with external audits to ensure compliance and operational efficiency/accuracy.

Paula previously held accounting and bookkeeping positions with *Hicks Family Services in Auburn, Maine, and Geiger Bros., Lewiston, Maine.* She holds a Bachelor of Science, Accounting & Finance from the University of Maine, Augusta.

Scott McFarland – Site Manager

Scott McFarland has been a site manager at Riverside since 2005, where he has responsibility for staffing, safety, training, incentives, discipline, material movement, quality control, product sales and reporting, and DEP and EPA site compliance and reporting.

Scott has worked for CPRC and its predecessor companies since 1991, serving first as an asphalt plant operator for Commercial Paving Co. and then as facility site supervisor for Commercial Paving & Recycling, Co.), where he was responsible for daily employee operations and direction of the industrial recycling facility and asphalt plant operations.

Scott has received the following training: MEMIC Leadership, OSHA Hazwopper, OSHA Hazcom, Maine DEP Transfer Station, EPA, SPCC, and SWPPP. He holds licenses as a State of Maine Public Weigh Master and Licensed Asbestos Abatement Inspector.

Paul Rockwell – Site Supervisor- Riverside Recycling

Paul Rockwell has served as site supervisor at the Riverside Recycling Facility since 2014, where he is in charge of scheduling, ordering product to be re-sold to public, keeping 11 other employees on task

and busy, and ordering trucks to move product of site. He is responsible for all aspects of hiring, helping in scale house when needed, sending out shingle test samples to be inspected for asbestos, filling out and doing reviews, and anything else that is needed to keep the site moving smoothly on a day to day basis.

Paul was previously a laborer/operator at Riverside, responsible for picking metals and sorting through items brought in by customers, making sure materials were put in the proper place to be recycled, loading trucks with loaders, excavators, and skid steers, and talking and interacting with customers at the scale house. Prior to joining CPRC, he worked for Scott Dugas Trucking & Excavating.

Paul is a Certified Scale Attendant and is certified in asbestos handling.

CPRC Team and Role of Each Member in Performing the Proposed Services

Tab 1 . D.

CPRC Management, LLC

Riverside Recycling Facility

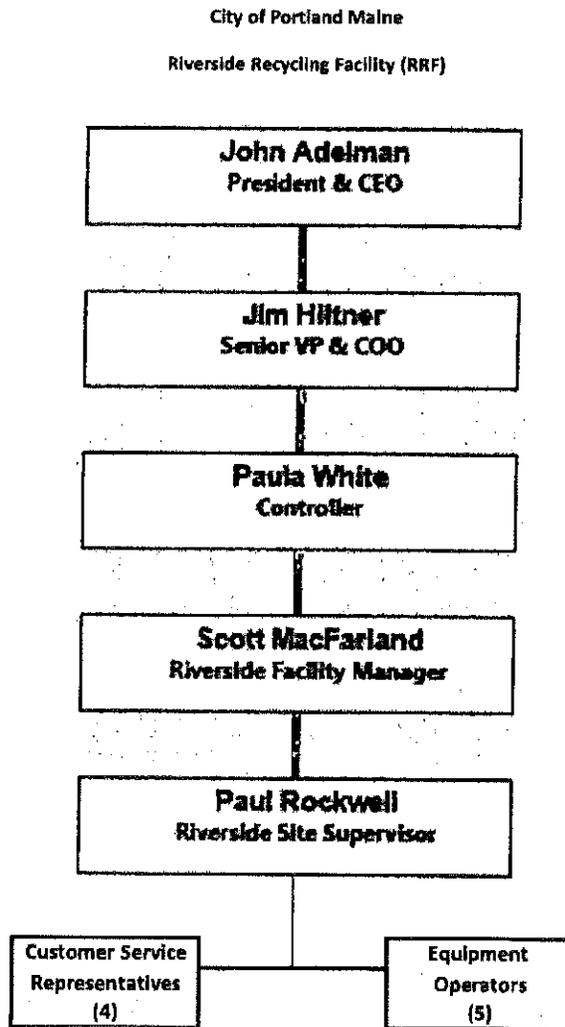
Project Service Team

<u>Team Member</u>	<u>Role:</u>
John Adelman	As President & CEO, John determines the ultimate direction of the Company and the opportunities and responsibilities it signs up for. As it has been for the past 10 years, the City of Portland RRF operation fits directly in the bulls eye of the Company core business.
Jim Hiltner	As SR VP & COO, Jim has the responsibility for Company execution with its operations inside of its core business. This includes ensuring that the Company is fully staffed / equiped / permitted / financed to do so.
Paula White	As Controller, Paula has the responsibility to ensure that the monthly reporting and billing of all of the riverside site activity is documented and that the systems are supporting the activity as well.
Scott MacFarland	As Facility Manager, Scott has been "the guy" at the site for the past 10 years. He will continue in that capacity. He has responsibility for staffing, materials movement, traffic controls, data input, employee training and discipline as well as site regulatory compliance.
Paula Rockwell	As Site Supervisor, Paul has and will continue to be instrumental in making sure that all of the employees are working together to deliver exemplary customer service as well as maintain the integrity of materials as they get managed to non-disposal outlets to ensure optimal recycling & beneficial reuse.
Customer Service Reps	As Customer Service Reps, these Team Members are responsible to greet each and every customer with a smile. They are the first line of defense to make sure that all incoming materials are acceptable for processign at the facility. They are charges with fair and consistent treatment of all customers as it relates to the value the customer gets for the service they are paying for.
Equipment Operators	As Equipment Operators, these Team Members are responsible to operate and maintain the heavy equipment utilized at the site to maximize safe performance and minimize down time. They take the material from the customer vehicle through the separation process to the ultimate outlet for transport.

* Each and every Team Member is equally instrumental in the success of the facility and the cusomer experience!

Proposed Team Organizational Structure, Interrelationships and Interactions

Tab 1. E. CPRC Management, LLC - Organizational Structure



Proposed Sub-Contractors

Item:	Company(s):
Brush / Wood Grinding	1.) Cross Excavating; 2.) Dwight Webb Contracting
Facility Grounds Maintenance	Maine Turf & Greenery
Facility Permitting & Compliance	St. Germain - Collins
Freon Removal	Ozone Savers
Electric Contracting	Keeley Electric
Sweeping	B&G Sweeping
Fuel	Fielding's

*** This list subject to change as vendor's performance and cost will be reviewed on an ongoing basis.**



Tab II Business Plan and Technical Proposal

Executive Summary

CPRC proposes to continue to operate the Riverside facility in the same first-class manner it has for the past 10 years. We will continue to provide the highest level of customer service and achieve the highest possible quantities of recycled output and reuse at the most competitive prices.

This contract is extremely important to CPRC, and we believe that we offer the City a proven partnership for managing this important facility in a well-organized, safe and cost-effective manner. In addition, because our company is based on finding alternative uses for as much material as possible, we offer the City the best opportunity to improve its overall recycling rate and to continue to be a leader in sustainability in Maine.

CPRC will capitalize on the efficiencies it achieves from owning and operating similar recycling facilities and transfer stations. Our extensive experience in accepting and processing recyclables and creating marketable products from traditional C&D waste streams creates an advantage for Portland.

CPRC also will continue to provide the City with the unique opportunity to benefit from CPRC's many Beneficial Use Determination (BUD) licenses, which enable CPRC to manufacture aggregate building and landscaping materials directly for the City's use, thereby significantly reducing or eliminating their dependency on outside sources for gravel, loam, compost and mulch products.

CPRC's license-driven solutions to managing C&D waste debris, yard wastes and special wastes are the keys to our goal of making this region a leader in recycling and the Riverside Recycling Facility the flagship materials recovery facility in the State of Maine.

Technical Proposal and Plan of Approach

1. Contractor Responsibilities

As operators and managers of the facility, CPRC will accept all materials as required by the agreement, to include:

1. Waste materials generated during day to day City operations including tree waste, C&D, bulky waste, and demo wood.
2. Waste materials generated by City residents: bulky waste, C&D, demo wood, metals, white goods, tree waste, inerts, Mercury-added Waste, CRTs, automotive fluids and yard waste.
3. Waste materials generated during City maintenance and construction operations including street sweepings, catch basin and storm drain maintenance, repair and/or construction of sidewalks, roads, parks, right of ways, sewers or grounds.
4. Waste materials generated by City residents from the repair, maintenance or construction of driveways, patios and grounds.
5. Waste materials generated during City collection of Yard Waste, including drop and curbside programs.
6. Waste materials generated by City residents from the maintenance of their property and gardens.

CRPC plans to manage and process all of the approximately 47,000 tons per year (TPY) of waste material received at the City's Riverside facility using CRPC employees and equipment based at the facility.

We believe that the majority of waste received at municipal recovery facilities like Riverside can be sorted and/or processed into forms that are useful in a variety of commercial applications. Furthermore, the costs of sorting and/or processing these wastes, when handled appropriately, can be less than traditional disposal options. This is the foundation of our business.

What separates CPRC from other recycling and solid waste companies is our ability to process these materials quickly, efficiently and safely, all within the guidelines of our Beneficial Use Determination (BUD) licenses and/or our relevant experience. Our licenses and experience offer our clients the assurance that the methods we use and the products we produce meet stringent industry and government standards. These products can add value to the City or be made available on the open market.

CPRC will operate the facility in accordance with all applicable State of Maine laws, regulations and permits, and the City can be confident in knowing that, as the incumbent at Riverside and the operator of a similar Maine Department Environmental Protection (DEP)-permitted facility in Scarborough, we are completely familiar with those requirements.

CPRC is capable of accepting all acceptable waste delivered to the Riverside facility by the Portland Department of Public Works, city residents, businesses, and surrounding communities. We intend to accept additional third-party waste within the parameters of the City's DEP permit for the facility. All acceptable materials that enter the site shall be owned, processed, packaged for processing and recycled or disposed of by CPRC, and our company will be responsible, after inspection by CPRC employees, for all material received and accepted at the facility.

In addition to recycling, CPRC has earned its success through our site development and maintenance operations. As such, the company will continue to be responsible for all snow removal and road maintenance within the project site, including maintaining clear access of all fire lanes and access routes and the area reserved for City use.

Operating times for the facility will not change under the new agreement, unless requested by the City. These include having the site open to the public Monday through Saturday from 7:00 a.m. to 4:00 p.m., as well as, providing access to residents on all holidays with the exception of Thanksgiving, Christmas and New Year's Day.

2. Materials Stockpiles/Inventory

All materials received at the facility will be inventoried and stockpiled until appropriate transport or processing quantities are collected. At no time will materials stockpiles exceed the limits as designated in the City's operating permit for the facility. Once appropriate levels of materials have been received, CPRC will:

1. Deliver appropriate processing equipment to the Riverside facility (grinders, screens, etc.) and process materials on-site; and/or
2. Load material for transport to an end-market, recycling facility or landfill; or
3. Load the materials for transport to CPRC's Scarborough or Auburn/Poland facility, where it will be processed and manufactured into licensed aggregate or organic materials for reuse and sale or returned to the City for its use in City projects

In the case of unexpectedly high volumes of materials from a storm or disaster (or for some other unforeseen reason), CPRC has the distinct advantage of being able to use our other facilities to manage additional waste materials. If necessary, CPRC will transport, or have transported by the City, excess materials from Riverside to CPRC's Scarborough or Auburn/Poland facility.

As an even greater advantage to the City, CPRC's Scarborough facility can be used as an additional *immediate* outlet for the excess materials. Based upon a rate structure similar to the Riverside facility or as negotiated between the parties, city trucks would have the option to deliver the materials directly to CPRC's Scarborough facility (at which point the materials will be weighed and documented) rather than to Riverside. City trucks operating in the Commercial Street/downtown area would be able to travel the shorter distance to Scarborough, thereby saving the City valuable time and resources.

3. Cleaning, Maintenance, Equipment and Personnel Standards

CPRC has high standards for our facilities, our employees, and the cleaning, maintenance and operation of our equipment. Our company's operations guidelines comply with all of the requirements identified in the City's RFP. In addition, CPRC employees are among the best trained and incentivized in the industry, with a particular emphasis on safety and compliance training. Members of our on-site project team have received extensive and ongoing safety and hazardous waste management training, including certification for Asbestos Abatement, Visual Emissions, OSHA, Hazwopper, and Hazardous Materials Handling.

4. Reporting

CPRC considers many of the materials received at the Riverside facility raw materials for our processing and manufacturing operations. Therefore, information regarding the amount of materials received, processed, shipped and sold (or otherwise disposed of) is critical to our financial operations.

The City will benefit from the fact that CPRC's finance department is relentless in their pursuit of relevant data, and we have the systems in place to be able to capture myriad types of information immediately and accurately. CPRC has been providing this data to the City over the past 10 years and will continue to send monthly reports to the appropriate City personnel.

Intended Use Facilities (Recycling, Processing, Disposal Facilities)

<u>Materials Markets, Processing and Disposal Facilities</u>	<u>Permits in Place</u>	<u>Outbound Materials</u>	<u>Ultimate Use/Fate</u>
Kruger, Sherbrooke, QC	Yes	Wood Chips	Biomass Energy Production
Tafisa, Lac Megantic, QC	Yes	Wood Chips	High Pressure Laminates Production
Clean Harbors	Yes	Automotive Fluids	Processed for reuse and reintroduced into raw materials
ecomaine	Yes	Bulky burnable fraction of Non-Recyclable and OCC / Single Sort Recyclables	Waste to Energy & Recycling
CPRC	Yes	Inerts, C&D Fines, Special Waste, Asphalt Shingles, Glass, Unscreened Loam	Processed/Manufactured into Aggregate Building Products
Ewaste Solutions	Yes	CRTs, Mercury Added Waste, Universal Waste	Sorted/Processed for Reuse
North Coast Services	Yes	CRTs, Mercury Added Waste, Universal Waste	Sorted/Processed for Reuse
ERRCO	Yes	Mixed C&D Debris	Sorted /Processed for Reuse
Gateway Recycling	Yes	Metal / Scrap	Sorted /Processed for Reuse
<u>SAPPI</u>	Yes	Wood Chips	Biomass Energy Production
<u>Grimmell Industries</u>	Yes	Metals and White Goods	Reintroduced into industrial raw materials
Schnitzers	Yes	Metals and White Goods	Reintroduced into industrial raw materials
LL&S	Yes	Mixed C&D Debris	Sorted /Processed for Reuse – C&D FINES RETURNED TO CPRC FOR PROCESSING AND MANUFACTURING
E Perry & Sons	Yes	Metals and white goods	Reintroduced into industrial raw materials
MB Bark	Yes	Leaves, Grass , Brush, Compost	Processed and incorporated into enriched soil products for commercial use.
Norridgewock Landfill	Yes	Non-Recyclables	Landfill

Juniper Ridge Landfill	Yes	Non-Recyclables	Landfill
South West Solid Waste Commission	Yes	Non-Recyclables	Landfill
Turnkey Landfill	Yes	Non-Recyclables	Landfill
Goodman (Casella)	Yes	OCC	Fiber Recycling

- All intended use facilities have appropriate permits in place. CPRC shall supply appropriate required permit information as needed upon award of this agreement.

Marketing Plan & Ancillary Service Providers

CPRC's status as a full-service recycling company positions us well to continue to provide all of the services required under this RFP. Our methods for receiving, managing and processing all of the materials delineated within the RFP are described throughout this proposal.

In short, all materials received at Riverside will be managed in accordance with our guiding philosophy that the majority of waste received can be sorted and/or processed into forms that are useful in a variety of commercial applications, and that the costs of sorting and/or processing these wastes, when handled appropriately, can be less than traditional disposal options.

CPRC's three-tiered business model enables us to handle and process all of the materials received at the Riverside facility quickly, efficiently and safely — all within the guidelines established by our Beneficial Use Determination (BUD) licenses and/or our relevant experience.

CPRC will handle both yard waste and other organic acceptable waste materials collected by the City and generated by Portland residents from the maintenance of their personal property and gardens. Tree limbs, brush and all yard waste will be combined and sent to our processing facility in Auburn/Poland, where they will be utilized in our bark mulch operation or as amendment for our food waste composting operation with our related firms, MB Bark and We Compost LLC, which are both located at this facility.

Clean demo wood that is received source-separated or within the C&D materials stream will be ground into 4" wood chips for sale to an international fiber board facility or an international paper company for use as a biomass fuel. These facilities will accept 100% of the wood chips CPRC makes available.

CPRC has on staff a number of graduates of the acclaimed Maine Compost School and is currently producing marketable compost at our Auburn/Poland facility. Leaf and yard waste will be used as an amendment to our inbound food waste material and processed into high-quality compost that is MOFGA Certified Organic and made available for City use in public works projects. This compost also is offered for sale at the Riverside facility.

The inert street sweepings and catch basin cleanings also will be accepted alongside all other materials at the facility. CPRC will remove the waste and then incorporate the remaining materials into the other inerts (concrete, brick, rock, sand, and so forth). The resulting mix will be used to create aggregate BUD materials ranging from 3/4" to 3" crushed and recycled gravel.

The roofing shingles received at the facility will be used to create an aggregate mix that is utilized by the road paving industry, an excellent use of this material which allows them to rely less on "virgin" materials. Again, as a result of our BUD license covering this material, CPRC is able to produce a usable product from the waste stream that has been accepted in the road building industry as well as the ME Department of Transportation. Over the past four years, Lane Construction, Pike Industries, FR Carroll, and Crooker have incorporated more than 80,000 tons of processed shingle mix into their respective projects throughout northern New England.

All universal waste accepted at Riverside is documented, and then partially dismantled onsite to allow for the best recycling opportunities both for CPRC and the downstream electronics dismantler(s) that collect the remaining electronic waste material from the facility after we exhaust all possible third party market opportunities.

Tab II. D.

List of Equipment To Be Utilized By CPRC Management to Operate the RRF

Statement of Adequate Availability:

CPRC currently owns the following list of equipment which is depolyed at the RRF and fully adequate to continue to maintain the daily operations of the materials that are accepted, processed and transported to end markets. If in the event that there is need for additional equipment due to increased volumes or an emergency, CPRC has access to company owned additional wheel loaders and excavators that can be relocated to the RRF within 24 hours or as needed.

Item	Type	Condition	Fixed / Mobile
2005 Voivo L110 E	Wheel Loader	Good	Mobile
324 CAT Excavator	Excavator	Excellent	Mobile
2008 Volvo L60E	Wheel Loader	Good	Mobile
John Deere 328	Skid Steer	Excellent	Mobile
Bobcat 220	Skid Steer	Good	Mobile
Ford 350	P/U	Good	Mobile

Fluid Leakage / Debris Spill Management Plan:

CPRC maintains its fleet of heavy equipment with a regimented Preventative Maintenance Program. Above that and in compliance with the regulatory requirements the Riverside Recycling Facility has in place with its approved SPCC Plan, CPRC continue to operate with these 2 mechanisms in sync. All CPRC employees are trained on the SPCC Plan and its requirements on an annual basis.

CPRC Equipment Spill Containment Policy:

- Step 1. Stop the Spill. Prevent a further release of fuel to the environment by shutting off valves related to the leak, removing product from a leaking storage vessel, or taking other measures as needed.
- Step 2. Contain the Spill. To contain a spill, construct berms around the area. use absorbent materials to soak up the spill, use containment boom on surface water spills, excavate cutoff trenches. To contain fuel spills on water, divert and contain the fuel away from structures and try to remediate as soon as possible. Because many of the petroleum products handled are ignitable, there should be no smoking, open flames, or equipment with magneto, sparked engines, catalytic converters, or equipment which might otherwise produce sparks or static electricity in the vicinity of the spill site. Also, many fuels may cause skin irritation, dizziness, fainting, or even death, and therefore should be handled with caution.
- Step 3. Report the Spill. Personal safety is more important than environmental protection: If there is a threat to life or health, the local fire department should be the first official agency notified. (The appropriate regulatory agency must be notified immediately if the spill is greater than five gallons). Information that may be requested when the spill is reported is included in Spill Reporting Information form.
- Step 4. Clean Up the Spill After stopping and containing the spill, recover the spilled product and remediate the impacted soil, ground water, and/or surface water. All materials must be placed in sealed bags/containers and disposed of at a licensed disposal facility. In the event a spill is larger than five gallons, Clean Harbors is contracted as CPRC Emergency Response team and must be notified immediately (1-800- 526-9191). The Department of Environmental Protection must be notified within 24 hours (1-800-482-0777)

Customer Service Plans and Policies

In many ways, the manager and operator of the Riverside facility serve as the City's recycling ambassadors to the public – a responsibility we have taken very seriously for the past 10 years. CPRC personnel at Riverside facility are expected to demonstrate professionalism and environmental responsibility at all times in dealing with the public and managing the City's waste and recyclables.

Our top-priority customers are the Portland Department of Public Works (DPW) and the residents of the City. Because good communication between City personnel and CPRC is of the utmost importance, a key component of our Customer Service Plan will be to designate an executive-level manager to serve as the liaison between the City and CPRC Riverside employees. Major issues related to fulfillment of the contract will be handled by this person, and this structure will remain in place throughout the duration of the Agreement between CPRC and the City.

Along with weekly trash and recycling collection, the Riverside facility is one of the few places where residents come face to face with the City's solid waste management plan and process. As such, we see it as a great opportunity to give residents a positive impression of how the City is managing the waste generated by residents and businesses. Providing a clean, safe, and efficient environment is the first step.

Beyond that, residents deserve to be treated courteously and professionally. In addition, they deserve a recycling facility and transfer station operator that is going to manage their waste in a cost effective, environmentally responsible manner that is in complete harmony with the State of Maine's Solid Waste Management Hierarchy.

When customers enter the facility, the first thing they will notice is its cleanliness. The customer will be directed, via on-site personnel, signs and/or painted roadway to specific materials collection areas. CPRC will ensure that customers stay only within the boundaries of the areas designated for the public as a safety precaution. We intend to keep customer service issues to a minimum by being clear upfront about what materials are acceptable and where they are supposed to go within the facility.

Our facility manager, site supervisor or a senior level employee will be on site at all times the Riverside facility is open to the public. When a customer issue does arise, our manager will be there to handle it.

The issue most likely to create confusion or a problem is unacceptable material. When this happens, CPRC will explain our Unacceptable Materials Policy using the handout the customer received upon entering the facility as a guide. Then, if necessary, our employee will provide

customer with a list of legal and licensed disposal outlets for their materials, including phone numbers and addresses of these facilities.

If the materials inadvertently have been unloaded, our employee will politely ask the customer to reload the materials. Should the customer refuse to remove her/his unacceptable waste, CPRC will offer to dispose of it properly for an additional fee to the customer. CPRC personnel will communicate information to the scale house regarding fees incurred.

Commercial customer loads will be managed in the same fashion, with the exception that CPRC will assist the customer in reloading Unacceptable Material if heavy equipment is needed to do so. Repeat offenders of the Unacceptable Materials Policy will be denied access to the facility.

Our goal is to ensure that customers are being directed to the appropriate area of the facility based upon the material they are delivering.

Verbal complaints from customers will be dealt with immediately by the manager on site, with the objective of ensuring return visits from the customer with acceptable materials only. Written complaints will be responded to by a CPRC manager a telephone call or in writing depending on the situation.

Customer Satisfaction Plan

In the fall of 2015, CPRC on its own initiative conducted a customer satisfaction survey at the Riverside Recycling Facility. It is our intention to continue to conduct this survey on a regular basis so that we can continue to receive timely customer feedback on the operations and services at the site.

Below is a copy of the tabulated results from the 2015 survey. Nearly all of the more than 600 respondents found the facility to be clean and well organized, our staff courteous and helpful, and the service we provide valuable.



As the operator of the Riverside Recycling Facility, CPRC works to meet your recycling and waste disposal needs. Please take a minute to let us know how we are doing.

613 Respondents

321 I am a Portland resident 292 I do not live in Portland 147 I use an E-Card

1. FACILITY (613). The Riverside facility is clean, well-organized, and easy to use.

492 strongly agree 116 somewhat agree 5 somewhat disagree 4 strongly disagree

2. STAFFING (617). Riverside staff is courteous and helpful...

497 always 115 most of the time 8 some of the time 1 rarely/never

3. VALUE (619). I value the services provided at Riverside

537 strongly agree 74 somewhat agree 7 somewhat disagree 1 strongly disagree

4. PRICING (609). The prices I am charged to dispose of items at Riverside are....

405 always consistent 198 mostly consistent 6 vary widely by person on duty

6. USAGE. (619). During a typical year I visit the Riverside facility....

321 10 or more times 148 6 to 10 times 86 3 to 6 times 64 1 to 3 times

7. E-CARD (302). Is having an E-Card valuable to you? 253 Yes 192 No

Does it make you recycle...

119 recycle more items 51 recycle more often 132 has no impact on my recycling

CPRC Employee Training & Incentives

Safety & Training Incentive Program

CPRC recognizes that our employees bear a special responsibility every day for their own safety and that of their fellow employees and the general public.

Safety also plays a vital role in the longevity of our operating fleet, heavy equipment and facilities. Our maintenance department plays a large role in this function because of their intimate knowledge of all vehicles and facilities and the preventative measures they perform that impact operational safety.

When you add the risk of property damage, the highest level of safety consciousness among employees and throughout our operations becomes crucial to our success. In recognition of the important role our employees play safety, we developed the following incentive program.

Participation: All full time operational, maintenance and facility, employees.

Duration: The program is applied monthly from the date an individual becomes an employee of CPRC. We feel that safety programs are most effective when employees feel directly connected to their role in maintaining employee and customer safety, a high level of customer satisfaction, recycling optimization, and mechanical readiness.

Details: We create a monthly pool for all employees at the facility, which is calculated by the revenue generated from metal that is actively segregated by the employees at the facility from the waste materials delivered to the facility.

Each employee participates in the pool based on their respective hours that they are active at the site throughout the designated month. At the end of each month, all employees are evaluated on their individual quality of service provided (zero customer complaints), safety (no accidents or injuries), productivity and cost control (on time and active in team requirements).

Our site manager and supervisor have the responsibility for open weekly operations meetings, weekly "toolbox talks," written safety & environmental audits, preventative maintenance (PM) schedules and training, as well as injury reports and post-accident investigations.

This incentive plan has delivered substantial rewards for the participants and our company. It is proactive and has achieved long-term benefits for the in the areas of:

- Lower insurance premiums due to low incident rates
- High customer satisfaction rates
- Minimal equipment downtime
- Optimal recycling percentages
- Excellent employee attendance
- Low employee turnover

Internal Company Policies

I. Complaint Management Resolution and Procedures

CPRC is committed to providing the best possible climate for employee development and achievement. Our practice is to treat each employee as an individual. At the same time, we value and seek to develop a spirit of teamwork – individuals working together to meet the needs of our customers.

CPRC provides employees with a stable and progressive workplace, where communication *is* open and problems can be discussed and resolved in a mutually respectful atmosphere. We firmly believe that with direct communication, we can quickly and successfully resolve any difficulties that may arise.

We encourage our employees to bring their questions, suggestions and complaints to our attention. We carefully consider each of these as part of our continuing effort to improve operations.

When issues arise, we ask employees to adhere to the following protocol:

1. If an employee feels s/he has a problem, s/he should present the situation to her/his supervisor so that the problem can be resolved by examination and discussion of the facts. The goal is to resolve the situation satisfactorily between the employee and the supervisor.
2. If the employee still has questions after meeting with her/his supervisor, or if s/he would like further clarification on the matter, s/he may request a meeting with the chief operations officer (COO). The COO will review the issues and meet with the employee to discuss possible solutions.
3. Finally, if the employee still believes the problem has not been fairly or fully addressed, s/he may request a meeting with the company resident.

If at any time an employee does not feel comfortable speaking with his supervisor or the next level of management, s/he can discuss his concern with any other member of the management team whom s/he does feel comfortable.

Suggestions and concerns on any subject are important to us, and we encourage employees to take every opportunity to discuss them with us. An employee's job will never be adversely affected in any way because s/he chooses to follow the protocol we have outlined.

EMPLOYEE HANDBOOK
For

Employees Located at:

CPRC GROUP LLC



Issue Date: 7/1/2009

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WELCOME!

Welcome new employee!

On behalf of your colleagues, I welcome you to CPRC Group LLC and wish you every success here.

We believe that each employee contributes directly to CPRC Group LLC's growth and success, and we hope you will take pride in being a member of our team.

This Employee Handbook was developed to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of the Employee Handbook as soon as possible, for it will answer many questions about employment with CPRC Group LLC.

We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

EMPLOYMENT PHILOSOPHY

When you joined CPRC, you joined a special place to work: a company that values teamwork, professionalism and integrity; and a collection of talented people who work hard to deliver a high level of quality service to our customers. Our employment philosophy is built on the following principles:

- To provide a climate and resources that will enable all employees to advance on merit as far as their talents and skills will take them;
- To offer wages and benefits that are fair, equitable and competitive;
- To ensure that ideas, concerns and problems are identified and two-way communication is effectively maintained;
- To encourage and recognize excellence, innovation and quality customer service;
- To promote a feeling of good will and high morale between the Company and its employees for the attainment of the best interests of all stakeholders;
- To remember always that consideration and respect for the dignity of others is fundamental to our success as an organization.

INTRODUCTORY STATEMENT

This Employee Handbook is designed to acquaint you with CPRC Group LLC and to provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the Employee Handbook. It describes many of your responsibilities as an employee and outlines the programs developed by CPRC Group LLC to benefit you as an employee. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

While every attempt has been made to create these personalized policies consistent with federal and state law, if an inconsistency arises the policy(s) will be enforced consistent with the applicable law.

No Employee Handbook can anticipate every circumstance or question about policy. As CPRC Group LLC continues to grow, the need may arise and CPRC Group LLC reserves the right to revise, supplement, or rescind any policies or portion of the Employee Handbook from time to time as it deems appropriate in its sole and absolute discretion. Employees will, of course, be notified of such changes to the Employee Handbook as they occur.

101 Nature of Employment

Effective Date: 7/1/2009

Employment with CPRC Group LLC is entered into voluntarily and both you and CPRC Group LLC are free to end the employment relationship at any time, for any reason, with or without cause or advance notice so long as there is no violation of applicable federal or state law.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between CPRC Group LLC and any of its employees. The provisions of the handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or cancelled at any time, at CPRC Group LLC's sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the chief executive officer of CPRC Group LLC.

102 Employee Relations

Effective Date: 7/1/2009

CPRC Group LLC believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that CPRC Group LLC amply demonstrates their commitment to employees by responding effectively to employee concerns.

103 Equal Employment Opportunity

Effective Date: 7/1/2009

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at CPRC Group LLC will be based on merit, qualifications, and abilities. CPRC Group LLC does not discriminate against any person because of race, color, creed, religion, sex, national origin, disability, age or any other characteristic protected by law (referred to as "protected status"). This nondiscrimination policy extends to all terms, conditions and privileges of employment as well as the use of all company facilities, participation in all company-sponsored activities, and all employment actions such as promotions, compensation, benefits and termination of employment.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

104 Business Ethics and Conduct

Effective Date: 7/1/2009

The successful business operation and reputation of CPRC Group LLC is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of CPRC Group LLC is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to CPRC Group LLC and its customers to act in a way that will merit the continued trust and confidence of the public.

CPRC Group LLC will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor and, if necessary, with the Department Manager for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every CPRC Group LLC employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

105 Hiring of Relatives

Effective Date: 7/1/2009

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

For purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

Although CPRC Group LLC has no prohibition against employing relatives of current employees, we are committed to monitoring situations in which such relationships exist in the same area. In case of actual or potential problems, CPRC Group LLC will take prompt action. This can include reassignment or, if necessary, termination of employment for one or both of the individuals involved.

107 Immigration Law Compliance

Effective Date: 7/1/2009

CPRC Group LLC is committed to employing only United States citizens and aliens who are authorized to work in the United States and do not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired may also be required to complete the form.

Employees with questions or seeking more information on immigration law issues are encouraged to contact their immediate supervisor. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

108 Conflicts of Interest

Effective Date: 7/1/2009

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which CPRC Group LLC wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the Owners for more information or questions about conflicts of interest.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of CPRC Group LLC. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit either the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of CPRC Group LLC's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of CPRC Group LLC as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant Ownership in a firm with which CPRC Group LLC does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving CPRC Group LLC.

110 Outside Employment

Effective Date: 7/1/2009

Employees may hold outside jobs as long as they meet the performance standards of their job with CPRC Group LLC. All employees will be judged by the same performance standards and will be subject to CPRC Group LLC's scheduling demands, regardless of any existing outside work requirements.

If CPRC Group LLC determines that an employee's outside work interferes with performance or the ability to meet the requirements of CPRC Group LLC as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with CPRC Group LLC.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside CPRC Group LLC for materials produced or services rendered while performing their jobs.

112 Non-Disclosure

Effective Date: 7/1/2009

The protection of confidential business information and trade secrets is vital to the interests and the success of CPRC Group LLC. Such confidential information includes, but is not limited to, the following examples:

- Computer Programs and Codes
- Customer Lists
- Customer Preferences
- Financial Information
- Marketing Strategies
- Pending Projects and Proposals
- Research and Development Strategies

Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information.

114 Disability Accommodation

Effective Date: 7/1/2009

CPRC Group LLC is committed to complying fully with the Americans with Disabilities Act (ADA) and applicable state law, and to ensure equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures are designed to provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position.

Reasonable accommodations for qualified individuals with known disabilities will be made unless to do so would be an undue hardship. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression, and seniority lists. Leave of all types will be available to all employees on an equal basis.

CPRC Group LLC is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. CPRC Group LLC will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. CPRC Group LLC is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

201 Employment Categories

Effective Date: 7/1/2009

It is the intent of CPRC Group LLC to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and CPRC Group LLC.

Each employee is designated as either **NONEXEMPT** or **EXEMPT** from federal and state wage and hour laws. **NONEXEMPT** employees are entitled to overtime pay under the specific provisions of federal and state laws. **EXEMPT** employees are excluded from specific provisions of federal and state wage and hour laws. An employee's **EXEMPT** or **NONEXEMPT** classification may be changed only upon written notification by management.

REGULAR FULL-TIME employees are those who are not in a temporary status and who are regularly scheduled to work CPRC Group LLC's full-time schedule. Under the terms and conditions of the Fair Labor Standards Act, a regular full-time employee is one who works forty (40) or more hours per week.

PART-TIME employees are those who are not assigned to a temporary status and who work continuously for a specified number of hours per week which is less than a regular schedule of forty (40) or more hours per week. Part-time employees receive all legally mandated benefits (such as Social Security and workers' compensation insurance).

202 Access to Personnel Files

Effective Date: 7/1/2009

CPRC Group LLC maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of CPRC Group LLC, and access to the information they contain is restricted. Generally, only supervisors and management personnel of CPRC Group LLC who have a legitimate reason to review information in a file are allowed to do so.

With reasonable advance notice, employees may review their own personnel files in CPRC Group LLC's offices and in the presence of an individual appointed by CPRC Group LLC to maintain the files.

203 Employment Reference Checks

Effective Date: 7/1/2009

To ensure that individuals who join CPRC Group LLC are well qualified and have a strong potential to be productive and successful, it is the policy of CPRC Group LLC to check the employment references of all applicants.

CPRC Group LLC will respond in writing or verbally only to those reference check inquiries that are submitted in writing. Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

204 Changes in Personal Data

Effective Date: 7/1/2009

If your name, address, telephone number, marital status, number of dependents, beneficiary or other personal information should change, Payroll must be notified as soon as possible. It is important that the Company have accurate and up-to-date information for payroll and benefit purposes.

205 Introductory Period

Effective Date: 7/1/2009

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. CPRC Group LLC uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or CPRC Group LLC may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice.

All new and rehired employees work on an introductory basis for the first 30 calendar days after their date of hire. Any significant absence will automatically extend an introductory period by the length of the absence. If CPRC Group LLC determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

Upon satisfactory completion of the introductory period, employees enter the "regular" employment classification.

209 Performance Evaluation

Effective Date: 7/1/2009

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

212 Salary Administration

Effective Date: 7/1/2009

The salary administration program at CPRC Group LLC was created to achieve consistent pay practices, comply with federal and state laws, mirror our commitment to Equal Employment Opportunity, and offer competitive salaries within our labor market. Because recruiting and retaining talented employees is critical to our success, CPRC Group LLC is committed to paying its employees equitable wages that reflect the requirements and responsibilities of their positions and are comparable to the pay received by similarly situated employees in other organizations in the area.

Compensation for every position is determined by several factors, including the essential duties and responsibilities of the job, and salary survey data on pay practices of other employers. CPRC Group LLC periodically reviews its salary administration program and restructures it as necessary.

Employees should bring their pay-related questions or concerns to the attention of their immediate supervisors, who are responsible for the fair administration of departmental pay practices.

301 Employee Benefits

Effective Date: 7/1/2009

Eligible employees at CPRC Group LLC are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefit programs are available to eligible employees:

- Medical Insurance
- Health Savings Accounts
- Flexible Spending Accounts
- Dental Insurance
- AFLAC
- 401(k) Savings Plan
- Profit Sharing
- Short Term Disability (hourly employees only)
- Long Term Disability (salary employees only)
- Paid Vacation

Profit Sharing

The Company sponsors a Profit Sharing Plan. The Company determines on an annual basis its ability to make distribution into this plan. Employees become eligible for profit sharing contributions after one year of employment. These contributions will be dispersed on the following May, after that eligibility date.

303 Paid Time Off

Effective Date: 7/1/2009

We provide employees with a generous program for paid time away from work. Our Paid Time Off (PTO) program covers regular, full time employees and combines vacation, sick leave and additional paid time away from work during each twelve month period of continuous employment.

PTO may be used for vacations, religious or other holidays not observed by CPRC, illness, temporary disability not covered by Workers Compensation, periods or for transactions with business or government agencies that you can't attend to because of your regular work schedule. For example, if you have business with the bank, an insurance company, a government agency or you cannot arrange appointments during non-work time, you can use your PTO. You need to be careful not to use your PTO time carelessly, because once it is used up, any additional time you miss from work will be unpaid, and excessive absences may lead to disciplinary action, up to and including termination.

You must request to use PTO in writing and in advance. Unapproved time will be unpaid. Employees should not expect to take any personal leave time when their absence might interfere with company business or imposes a hardship on fellow employees.

PTO will accrue at the following rate:

Upon initial eligibility (180 days after date of hire) accrue at the rate of .42 days a month for a total of 5 days.

After one full year of employment accrue at the rate of .83 days per month for a total of 10 days.

After two full years of employment accrue at the rate of 1.25 days per month for a total of 15 days per year.

Each payday your pay stub will contain information on the amount of personal leave you have accrued, used and have remaining. Company approved holidays are not considered part of the calendar of accrual.

Employees are encouraged to use all available PTO time for rest, relaxation and personal pursuits. In the event that available PTO is not used by the end of the year, employees will forfeit the unused time.

Upon termination, employees will be paid for all unused accrued PTO that has been earned through the last day of work.

IMPORTANT:

Our leave system is an earned benefit and it takes time to be allowed to participate in it. Upon completion of your 30 day introductory period, one-day leaves extended leaves and unexpected absences can be charged to your personal leave account. Advance personal leave may be granted upon special request. Negative balances will be deducted from your paycheck upon termination.

305 Holidays

Effective Date: 7/1/2009

CPRC Group LLC will grant holiday time off to all active employees on the holidays listed below:

- New Year's Day (January 1)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Christmas (December 25)

CPRC Group LLC will grant paid holiday time off to all eligible employees who have completed 30 calendar days of service in an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):

- Regular full-time employees

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

If a recognized holiday falls during an eligible employee's paid absence (e.g., vacation, sick leave), the employee will be ineligible for holiday pay.

If eligible nonexempt employees work on a recognized holiday, they will receive holiday pay plus wages at their straight-time rate for the hours worked on the holiday.

Paid time off for holidays will be counted as hours worked for the purposes of determining whether overtime pay is owed.

306 Workers' Compensation Insurance

Effective Date: 7/1/2009

CPRC Group LLC provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to the applicable legal requirements, workers compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither CPRC Group LLC nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by CPRC Group LLC.

309 Bereavement Leave

Effective Date: 7/1/2009

All employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately.

Two day of paid bereavement leave will be provided to eligible employees in the following classification(s):

- All employees

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary.

CPRC Group LLC defines "immediate family" as the employee's spouse, parent, child, sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

311 Jury Duty

Effective Date: 7/1/2009

CPRC Group LLC encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees will be compensated for jury duty consistent with state law. Employees in an eligible classification may request up to 4 weeks of paid jury duty leave over any 1 year period.

Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. Employee classifications that qualify for paid jury duty leave are:

- All employees

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time off (for example, vacation benefits) or may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits.

Either CPRC Group LLC or the employee may request an excuse from jury duty if, in CPRC Group LLC's judgment, the employee's absence would create serious operational difficulties.

CPRC Group LLC will continue to provide health insurance benefits until the end of the month in which the unpaid jury duty leave begins. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue. When the employee returns from jury duty, benefits will again be provided by CPRC Group LLC according to the applicable plans.

Vacation, sick leave, and holiday benefits will continue to accrue during unpaid jury duty leave.

312 Witness Duty

Effective Date: 7/1/2009

CPRC Group LLC encourages employees to appear in court for witness duty when subpoenaed to do so.

If employees have been subpoenaed or otherwise requested to testify as witnesses by CPRC Group LLC, they will receive paid time off for the entire period of witness duty.

Employees will be granted unpaid time off to appear in court as a witness when requested by a party other than CPRC Group LLC. Employees are free to use any available paid leave benefit (such as vacation leave) to receive compensation for the period of this absence.

The subpoena should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

313 Benefits Continuation (COBRA)

Effective Date: 7/1/2009

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under CPRC Group LLC's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at CPRC Group LLC's group rate plus an administration fee.* CPRC Group LLC provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under CPRC Group LLC's health insurance plan. The notice contains important information about the employee's rights and obligations.

Please note that special COBRA subsidy provisions that were enacted pursuant to The American Recovery and Reinvestment Act of 2009 may apply to employees who lose group health plan coverage because of a covered employee's involuntary termination of employment that occurs during the period beginning September 1, 2008 and ending December 31, 2009. Contact your manager for more information.

324 Employee Assistance Program

Effective Date: 7/1/2009

CPRC Group LLC cares about the health and well-being of its employees and recognizes that a variety of personal problems can disrupt their personal and work lives. Although employees may solve their problems either on their own or with the help of family and friends, sometimes employees need professional assistance and advice.

Through the Employee Assistance Program (EAP), CPRC Group LLC provides confidential access to professional counseling services for help in confronting such personal problems as alcohol and other substance abuse, marital and family difficulties, financial or legal troubles, and emotional distress. The EAP is available to all employees and their immediate family members offering problem assessment, short-term counseling, and referral to appropriate community and private services.

The EAP is strictly confidential and is designed to safeguard the employees' privacy and rights. Information given to the EAP counselor may be released only if requested by the employee in writing. All counselors are guided by a Professional Code of Ethics.

Personal information concerning employee participation in the EAP is maintained in a confidential manner. No information related to an employee's participation in the program is entered into the personnel file.

There is no cost for employees to consult with an EAP counselor. If further counseling is necessary, the EAP counselor will outline community and private services available. The counselor will also let employees know whether any costs associated with private services may be covered by their health insurance plan. Costs that are not covered are the responsibility of the employee.

Minor concerns can become major problems if you ignore them. No issue is too small or too large, and a professional counselor is available to help you when you need it. Call the EAP at (888) 231-7015 to contact an EAP counselor 24 hours a day, 7 days a week.

401 Timekeeping

Effective Date: 7/1/2009

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require CPRC Group LLC to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Nonexempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed. If an employee works in more than one department, they must put in writing what hours are to be charged to each department worked for the week.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Nonexempt employees should not report to work prior to their scheduled starting time nor stay after their scheduled stop time without expressed, prior authorization from their supervisor.

It is the employees' responsibility to sign their time records to certify the accuracy of all time recorded. The supervisor will review and then initial the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record.

403 Paydays

Effective Date: 7/1/2009

Hourly employees are paid weekly every Friday. Salary employees are paid every other Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

If a regular payday falls during an employee's vacation, the employee's paycheck will be available upon his or her return from vacation.

Employees may have pay directly deposited into their bank accounts if they provide advance written authorization to CPRC Group LLC. Employees will receive an itemized statement of wages when CPRC Group LLC makes direct deposits.

405 Employment Termination

Effective Date: 7/1/2009

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- Resignation - voluntary employment termination initiated by an employee.
- Discharge - involuntary employment termination initiated by the organization.

- Layoff - involuntary employment termination initiated by the organization for nondisciplinary reasons.
- Retirement - voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

Since employment with CPRC Group LLC is based on mutual consent, both the employee and CPRC Group LLC have the right to terminate employment at will, with or without cause, at any time. Employees will receive their final pay in accordance with applicable state law.

Employee benefits will be affected by employment termination in the following manner. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

409 Administrative Pay Corrections

Effective Date: 7/1/2009

CPRC Group LLC takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of your Supervisor at CPRC Group LLC so that corrections can be made as quickly as possible.

410 Pay Deductions and Setoffs

Effective Date: 7/1/2009

The law requires that CPRC Group LLC make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. CPRC Group LLC also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." CPRC Group LLC matches the amount of Social Security taxes paid by each employee.

Eligible employees may voluntarily authorize deductions from their paychecks to cover the cost of any voluntary programs offered by your employer.

Pay setoffs are pay deductions taken by CPRC Group LLC, usually to help pay off a debt or obligation to CPRC Group LLC or others and will be made where applicable in compliance with federal and state law.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, your supervisor can assist in having your questions answered.

480 Compensation

Effective Date: 7/1/2009

It is the practice and policy of CPRC Group LLC to accurately compensate employees and to do so in compliance with all applicable state and federal laws.

Review Your Pay Check

We make every effort to ensure our employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to our attention, we will promptly make any corrections necessary. Please review your pay check when you receive it to make sure it is correct. If you believe a mistake has occurred, or you have any questions please use the reporting procedure outlined below.

Non-exempt Employees

If you are classified as a non-exempt employee, you must maintain a record of the total hours you work each day. You must accurately record your hours in accordance with CPRC Group LLC's time keeping procedures. Your time record must accurately reflect all regular and overtime hours worked, any absences, late arrivals, early departures, and meal breaks. Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work you may perform but fail to report. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including discharge.

It is a violation of company policy for any employee to falsify or alter his or her or another employee's time. It is also a serious violation of company policy for any employee or manager to instruct another employee to incorrectly or falsely report hours. If any manager or employee instructs you to: 1) incorrectly or falsely under- or over-report your hours worked; or 2) alter another employee's time records to inaccurately or falsely report that employee's hours worked, you should report it immediately to your supervisor.

Exempt Employees

If you are classified as an exempt, salaried employee, you will receive a set salary which is intended to compensate you for any hours you may work. This salary will be established at the time of hire or when you become classified as an exempt employee. The salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Under federal and state law, your salary is subject to certain deductions. For example, absent contrary state law requirements, your **salary** may be reduced for the following reasons:

- Full day absences for personal reasons,
- Full day absences for sickness or disability, if CPRC Group LLC has a sickness or disability policy that provides for wage replacement benefits and you have exhausted or have not yet accrued enough leave time.
- Full day disciplinary suspensions for infractions of our written policies and procedures.
- Family and Medical Leave absences (either full or partial day absences).

- To offset amounts received as payment for jury and witness fees or military pay.
- The first or last week of employment in the event you work less than a full week.

Your salary may also be reduced for certain types of deduction such as your portion of health, dental, or life insurance premiums; state, federal, or local taxes, social security or voluntary contributions to a 401(k) or pension plan.

Your **salary will not** be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability.
- Absences for jury duty, attendance as a witness or military leave in any week in which you have performed any work.
- Any other deductions prohibited by state or federal law.
- **Please note, it is not an improper deduction to reduce an employee's accrued vacation, personal or other forms of paid time off from an employee's leave bank for full or partial day absences for personal reasons, or for sickness or disability if the employer has a sickness or disability policy that provides for wage replacement benefits.**

Should you have any questions with respect to CPRC Group LLC's policy, please contact your immediate supervisor.

To Report Concerns or Obtain More Information

If you have questions about deductions from your pay, please contact your supervisor. If you believe you have been subject to any improper deductions, you should immediately report the matter to your supervisor or any other supervisor in the company with whom you feel comfortable.

Every report will be fully investigated and corrective action will be taken where appropriate, up to and including discharge for any employee(s) who violate this policy. In addition, we will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge.

Please note that where state law is more generous to employees, the state law will be followed.

501 Safety

Effective Date: 7/1/2009

To assist in providing a safe and healthful work environment for employees, customers, and visitors, CPRC Group LLC has established a workplace safety program. This program is a top priority for CPRC Group LLC. Its success depends on the alertness and personal commitment of all.

CPRC Group LLC provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor, or with another supervisor or manager. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must comply with all occupational safety and health standards and regulations established by the Occupational Safety and Health Act and state and local regulations. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including suspension and/or termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

501a Violations of Safety Rules and Policies

Effective Date: 7/1/2009

- A. Compliance with the Company Safety Policy is a condition of employment. Failure to comply with the procedures and requirements of this program could lead to termination.
- B. All employees are subject to the Company Violation Monitoring Policy under which the Company will document employee violations of the safety policy as indicated below. Additionally, the Company will issue written citation notices to employees found to be in violation of the Company Safety Policy.
- C. Employees determined to be in violation of a safety standard will be subject to discipline. The Company reserves the right to take any reasonable action against an employee and to impose any form of discipline depending on the facts and circumstances of the violation(s).
- D. "Like Violation" Policy: The term "like violation" refers to violations issued to an employee that are the same or, of similar nature to previously noted violations in the same period (1 year). As a general rule, like violations will result in the following disciplinary steps:

FIRST VIOLATION: Verbal warning (documented on a Disciplinary Action form).

SECOND LIKE VIOLATION: Written warning. Minimum of one day without pay.

THIRD LIKE VIOLATION: Final written warning. Employee to leave the job site without pay for remainder of the day. Employee will be contacted for internal counseling. Prior to returning to work, the employee must meet with the President of the Company (or his or her designee) and the Safety and Compliance Manager for counseling. Probation / termination will be decided at that time.

The like violation policy is only a guideline. Each matter will be handled on a case-by-case basis. The Company reserves the right to impose more or less severe disciplinary action up to and including immediate termination depending on the facts and circumstances of the violation(s).

The Company reserves the right to suspend all formalities of this safety discipline program and terminate immediately any employee found to be in violation of the law or who willfully jeopardizes the health and safety of him/her self or co-workers.

502 Work Schedule

Effective Date: 7/1/2009

Individual / Shift / Seasonal Hours of Operation shall be designated by the Facility Manager as business conditions dictate with communication of such to employee(s) as timely as practicable to ensure adequate notice and scheduling.

Schedules will vary according to the needs of the Company. The supervisory staff schedules meal periods and breaks.

Variation from Your Regular Work Schedule

You must notify your supervisor in the event that you are going to be late for work or that you have a need to leave prior to your shift ending, because of illness, family emergency or other reasons. You must indicate your expected arrival time and/or departure time from the work place.

It is sometimes necessary to schedule an appointment during normal business hours. Employees should notify their supervisor as early as possible in advance of the date and time they would be out. The Company cannot guarantee that all requests will be honored. If you do not give your supervisor proper notification in advance, your supervisor may deny permission to leave depending on the work schedule. In the event of an emergency you must notify your supervisor.

504 Use of Phone and Mail Systems

Effective Date: 7/1/2009

Personal use of telephones for outgoing calls, including local calls, is not permitted. Employees may be required to reimburse CPRC Group LLC for any charges resulting from their personal use of the telephone.

The use of CPRC Group LLC-paid postage for personal correspondence is not permitted.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so.

505 Smoking

Effective Date: 7/1/2009

In keeping with CPRC Group LLC's intent to provide a safe and healthful work environment, smoking in the workplace is prohibited except in those locations that have been specifically designated as smoking areas. In situations where the preferences of smokers and nonsmokers are in direct conflict, the preferences of nonsmokers will prevail.

This policy applies equally to all employees, customers, and visitors.

506 Breaks-Production and Hourly Personnel

Effective Date: 7/1/2009

Breaks for production employees are scheduled as follows:

- 15 minute paid morning break
- ½ hour unpaid lunch break
- 15 minute paid afternoon break

Production employees are expected to remain at work all other times of the day. Employees may take 10 minutes at the end of the workday in order to clean up and fill out their time cards.

Hourly office personnel receive 1 hour of unpaid time for a lunch break.

508 Company Equipment

Effective Date: 7/1/2009

Personal use of Company equipment, which includes but is not limited to, vehicles, cell phones and radios, is prohibited unless approval has been granted by an officer of the Company. Company vehicles are limited to business use only as directed by the insurance carrier for the Company. Employees with Company vehicles are responsible to pay for fines or tickets received. Company cell phones, pagers and radios must be for Company related use only. All employees with Company cell phones and/or pagers will sign a Company receipt for such equipment. The HR Administrator will hold the signed documents. Any violation of these rules may result in disciplinary action, which could include restricted use or limited use of company equipment. Continued unauthorized use may result in termination.

514 Visitors in the Workplace

Effective Date: 7/1/2009

To provide for the safety and security of employees and the facilities at CPRC Group LLC, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

All visitors should enter CPRC Group LLC at the main entrance. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on CPRC Group LLC's premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the main entrance.

516 Computer and Email Usage

Effective Date: 7/1/2009

Computers, computer files, the email system, and software furnished to employees are CPRC Group LLC property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and email usage may be monitored.

CPRC Group LLC strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, CPRC Group LLC prohibits the use of computers and the email system in ways that are disruptive, offensive to others, or harmful to morale.

For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

Email may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other nonbusiness matters.

CPRC Group LLC purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, CPRC Group LLC does not have the right to reproduce such software for use on more than one computer.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. CPRC Group LLC prohibits the illegal duplication of software and its related documentation.

Employees should notify their immediate supervisor, the Owners or any member of management upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

517 Internet Usage

Effective Date: 7/1/2009

Internet access to global electronic information resources on the World Wide Web is provided by CPRC Group LLC to assist employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive Internet usage.

All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of CPRC Group LLC and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in Internet email messages and other transmissions is accurate, appropriate, ethical, and lawful.

The equipment, services, and technology provided to access the Internet remain at all times the property of CPRC Group LLC. As such, CPRC Group LLC reserves the right to monitor Internet traffic, and retrieve and read any data composed, sent, or received through our online connections and stored in our computer systems.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

Abuse of the Internet access provided by CPRC Group LLC in violation of law or CPRC Group LLC policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy. The following behaviors are examples of previously stated or additional actions and activities that are prohibited and can result in disciplinary action:

- Sending or posting discriminatory, harassing, or threatening messages or images
- Using the organization's time and resources for personal gain
- Stealing, using, or disclosing someone else's code or password without authorization
- Copying, pirating, or downloading software and electronic files without permission
- Sending or posting confidential material, trade secrets, or proprietary information outside of the organization
- Violating copyright law

- Failing to observe licensing agreements
- Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions
- Sending or posting messages or material that could damage the organization's image or reputation
- Participating in the viewing or exchange of pornography or obscene materials
- Sending or posting messages that defame or slander other individuals
- Attempting to break into the computer system of another organization or person
- Refusing to cooperate with a security investigation
- Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities
- Using the Internet for political causes or activities, religious activities, or any sort of gambling
- Jeopardizing the security of the organization's electronic communications systems
- Sending or posting messages that disparage another organization's products or services
- Passing off personal views as representing those of the organization
- Sending anonymous email messages
- Engaging in any other illegal activities

518 Workplace Monitoring

Effective Date: 7/1/2009

Workplace monitoring may be conducted by CPRC Group LLC to ensure quality control, employee safety, security, and customer satisfaction.

Employees who regularly communicate with customers via the telephone may have their conversations monitored or recorded. Telephone monitoring is used to identify and correct performance problems through targeted training. Improved job performance enhances our customers' image of CPRC Group LLC as well as their satisfaction with our service.

Computers furnished to employees are the property of CPRC Group LLC. As such, computer usage and files, including e-mail usage and related files, may be monitored or accessed.

Because CPRC Group LLC is sensitive to the legitimate privacy rights of employees, every effort will be made to conduct workplace monitoring in an ethical and respectful manner.

519 Social Security Number Privacy

Effective Date: 7/1/2009

Officers and employees are permitted to access and use certain personal information, such as Social Security Numbers, only as necessary and appropriate for such persons to carry out their assigned tasks for CPRC Group LLC and in accordance with CPRC Group LLC's policy.

The unauthorized access, viewing, use, disclosure, or the intentional public display of such information and the unauthorized removal of documents from CPRC Group LLC's premises that contain social security number information is prohibited and can result in discipline up to and including termination of employment.

If you come into contact with Social Security Numbers or other sensitive personal information without authorization from CPRC Group LLC or under circumstances outside of your assigned tasks, you may not use or disclose the information further, but must contact your supervisor and turn over to him or her all copies of the information in whatever form.

When necessary, documents containing social security information will be properly destroyed through shredding or other means prior to disposal to ensure confidential social security information is not disclosed.

For more information about whether and under what circumstances you may have access to this information, review your job description or contact your supervisor.

522 Workplace Violence Prevention

Effective Date: 7/1/2009

CPRC Group LLC is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, CPRC Group LLC has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of CPRC Group LLC unless contrary to state law.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your work station, do not try to intercede or see what is happening.

CPRC Group LLC will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, CPRC Group LLC may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

CPRC Group LLC encourages employees to bring their disputes or differences with other employees to the attention of their supervisors or the Owners before the situation escalates into potential violence. CPRC Group LLC is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

526 Cell Phone Usage

Effective Date: 7/1/2009

If you are provided a cellular phone by CPRC Group LLC it is provided to you as a business tool only. Cellular phones are provided to assist employees in communicating with management and other employees, their clients, associates, and others with whom they may conduct business. Cell phone use is intended for business-related calls only and personal calls are not permitted. Cell phone invoices may be regularly monitored.

Whether the cellular phone is provided by CPRC Group LLC or the employee is using his or her own phone, employees who have access to a cell phone while in their cars should remember that their primary responsibility is driving safely and obeying the rules of the road. Employees are prohibited from using cell phones to conduct business while driving and should safely pull off the road and come to a complete stop before dialing or talking on the phone.

As a representative of CPRC Group LLC, cell phone users are reminded that the regular business etiquette employed when speaking from office phones or in meetings applies to conversations conducted over a cell phone.

605 Military Leave

Effective Date: 7/1/2009

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

The leave will be unpaid. However, employees may use any available paid time off for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Vacation, sick leave, and holiday benefits will continue to accrue during a military leave of absence.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Contact the Manager for more information or questions about military leave.

607 Pregnancy-Related Absences

Effective Date: 7/1/2009

CPRC Group LLC will not discriminate against any employee who requests an excused absence for medical disabilities associated with pregnancy. Such leave requests will be evaluated according to the medical leave policy provisions outlined in this Employee Handbook and all applicable federal and state laws.

Requests for time off associated with pregnancy and/or childbirth, such as bonding and child care, not related to medical disabilities for those conditions will be considered in the same manner as other requests for unpaid family or personal leave.

701 Employee Conduct and Disciplinary Actions

Effective Date: 7/1/2009

All employees are expected to meet acceptable performance standards and to conduct themselves in an appropriate and professional manner during the course of their employment. The following are examples of misconduct that may lead to disciplinary action, up to and including termination. This list is by no means exhaustive. The Company in no way limits its ability to discipline or terminate any employee to the prohibited conduct set forth below.

- a) Insubordination and/or being in disregard of, or inattentive to, work directions and instructions received from supervisors or other members of management.
- b) Violation of the Company rules, policies, or standards of conduct.

- c) Unsatisfactory work performance, or otherwise failing or refusing to perform work up to the standards expected of the Company's employees.
- d) Excessive or unexcused absenteeism or tardiness, including abuse of sick leave or violation of any rule pertaining to attendance.
- e) Misrepresentation of facts or falsification of any report, log, or record including, but not limited to, false statements in connection with hire, including statements made on your employment application, resume, or personnel records, reason for requesting a leave of absence or time off, and information provided in connection with the obtaining of employee benefits.
- f) Failure to return to work upon expiration of authorized leave unless a valid excuse is given or leave is extended.
- g) Engaging in any acts of violence, fighting, threats of violence, or otherwise engaging in disorderly conduct, intimidating conduct, or interfering with another employee's work activities. Use of profane, abusive, or threatening language.
- h) Using, possessing, or being under the influence of illegal drugs or alcohol while on duty or on business property. Unauthorized possession of weapons or dangerous materials while on duty.
- i) Violation of the Company's Equal Employment Opportunity, Anti-Discrimination, or Anti-Harassment Policies.
- j) The unauthorized use of time, materials, facilities, or equipment for purposes not related to the Company's business.
- k) Misuse or unsafe operation of equipment or other violation of safety standards.
- l) Improper discussion, disclosure, or release of confidential information.
- m) Disloyalty or other conduct that reflects adversely on the Company, including outside conduct.
- n) Failure to participate in an investigation of a violation of Company policy.

The Company recognizes that each problem that may arise in the workplace will present a unique set of circumstances. As such, each matter will be handled on a case-by-case basis. If, in a supervisor's opinion, an employee's behavior or work habits are below the standards set by the Company, that employee will usually be informed immediately. Your supervisor will normally issue a warning. At any time, management may determine that, with or without such warnings, termination or other action is warranted. Employment at the Company is at-will. As such, both the employer and employee may terminate the employment relationship at any time for any reason.

701a Company Rules

Effective Date: 7/1/2009

The following are some basic rules that all employees are expected to follow, but it is not intended as an all-inclusive list. Employees are expected to work in a safe manner. Employees will receive a copy of the Company's Safety and Health Manual, be trained in its contents and be expected to follow the rules and guidelines set forth in the manual. Employees are expected to report any unsafe conditions or unsafe work practices to their supervisor immediately upon discovering them. Employees are expected to wear all personal protective equipment as required by the job they are doing. All recycling, paving and shop employees are not permitted to "clock" in for the day unless they are wearing their safety (steel toed) shoes. Employees will use the proper tools in the proper manner. Most accidents are caused by unsafe acts or unsafe conditions and can be avoided. Report all accidents to your supervisor promptly to determine if medical attention is required. *Failure to report accidents/incidents to your supervisor will lead to disciplinary action up to and including suspension or termination.*

The Company requires all employees to wear proper work attire while on duty. All paving personnel, working on a public roadway, are required to wear fluorescent orange tee shirts or traffic vests.

Employees may not enter the facility or shop area when they are not scheduled for work without permission from management. Employees may not remove any tools, pieces of equipment or products, from the facility or shop without permission from their supervisor or a member of management. Employees may not, under any circumstance, bring non-employees into the facility, shop area or job site without permission of management. Unless otherwise approved in advance by a member of management, no family members are allowed to be brought to work with you. This includes, but is not limited to, spouse and children.

Each employee will be responsible for housekeeping in his or her own work area.

702 Drug and Alcohol Use

Effective Date: 7/1/2009

It is CPRC Group LLC's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a safe and satisfactory manner.

While on CPRC Group LLC's premises and while conducting business-related activities off CPRC Group LLC's premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

703 Sexual and Other Unlawful Harassment

Effective Date: 7/1/2009

Anti-Harassment Policy and Complaint Procedure

Introduction

It is the goal of CPRC to promote a workplace that is free of harassment based on race, color, religion, national origin, ancestry, sex, age, disability or handicap, participation in discrimination complaint-related activities, sexual orientation, genetics or other protected status. Harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated by this organization. Further, any retaliation against an individual who has complained about harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from harassment, the conduct that is described in this policy will not be tolerated and we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by employees.

Because CPRC takes allegations of harassment seriously, we will respond promptly to complaints of harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting a workplace that is free of harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual or other harassment.

Definition of Sexual Harassment

The definition for sexual harassment is this:

“sexual harassment” means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or,
- (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances - whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experiences;
- Discussion of one's sexual activities; and
- Dissemination in the workplace of sexually-explicit voice mail, e-mail, graphics, downloaded material or websites.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by this organization.

Complaints of Harassment

If any of our employees believes that he or she has been subjected to harassment, the employee has the right to file a complaint with our organization. This may be done in writing or orally. If you would like to file a complaint you may do so by contacting:

Paula White
2 Gibson Road
Scarborough, Maine 04074
(207) 883-3255

The above-named persons are also available to discuss any concerns you may have and to provide information to you about our policy on harassment and our complaint process.

Harassment Investigation

When we receive the complaint we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed harassment. When we have completed our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate we will also impose disciplinary action.

Disciplinary Action

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment, and may include such other forms of disciplinary action as we deem appropriate under the circumstances.

State and Federal Remedies

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with the government agency set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Please note that these agencies generally allow only a short time period for filing a claim (e.g., EEOC – 300 days following the alleged act of harassment):

Maine Human Rights Commission

851 State House Station
Augusta, ME 04333-0051
207-624-6050

704 Attendance and Punctuality

Effective Date: 7/1/2009

To maintain a safe and productive work environment, CPRC Group LLC expects employees to be reliable and to be punctual in reporting for scheduled work. You are also expected to take your lunch/meal times within the time limits set by your supervisor. Absenteeism and tardiness place a burden on other employees and on CPRC Group LLC. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

704a Absence

Effective Date: 7/1/2009

Employees are expected to be at work on each scheduled workday. All absences will fall into 1 of the 3 below categories:

- 1.) **Emergency:** Any employee absence that is due to a personal emergency (severe illness, accident, injury, etc.) and can not immediately call in to their LOB Manager or Supervisor due to the nature of the emergency will be considered an "excused absence". We would expect that as soon as practicable employees will provide notification of such emergency so the Company can plan accordingly.
- 2.) **Illness:** Any employee absence that is due to an illness that is of a severity that the employee will not be able to show up for work will require that employee contact their immediate supervisor at least 1 hour prior to the beginning of their scheduled start time so that the Company can plan accordingly will be considered an "excused absence".
- 3.) **Other Scheduled Time Off (Vacation, Personal):** All Vacations and Personal Days must be scheduled in advance and approved by the employees LOB Manager on the attached Request Form. Any Time Off not scheduled and approved or falling into the category of Emergency / Illness will be considered an "unexcused absence".

We fully understand and support that there will be times that you will not be able to be at work. We respectfully ask that you also understand that we want you to be here at all times you are scheduled and when not, due to the above, you give us the ability to plan for our workload and customers when you are unable.

If you know that you will be out for more than that day, your supervisor/lead person should be informed and you should check in each day. Supervisors/lead persons should contact another supervisor/lead person if they are calling in. Any employee who does not call nor report for work for three days will be considered to have resigned.

Unexcused Tardiness or Absence

Repeated acts of tardiness or unexcused absences may result in discipline up to and including suspension or termination.

705 Personal Appearance

Effective Date: 7/1/2009

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image CPRC Group LLC presents to customers and visitors.

During business hours or when representing CPRC Group LLC, you are expected to present a clean, neat, and tasteful appearance. You should dress and groom yourself according to the requirements of your position and accepted social standards. This is particularly true if your job involves dealing with customers or visitors in person.

Your supervisor or department head is responsible for establishing a reasonable dress code appropriate to the job you perform. Consult your supervisor if you have questions as to what constitutes appropriate appearance. Where necessary, reasonable accommodation may be made to a person with a disability.

706 Return of Property

Effective Date: 7/1/2009

Employees are responsible for all CPRC Group LLC property, materials, or written information issued to them or in their possession or control.

All CPRC Group LLC property must be returned by employees on or before their last day of work. Where permitted by applicable laws, CPRC Group LLC may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. CPRC Group LLC may also take all action deemed appropriate to recover or protect its property.

708 Resignation

Effective Date: 7/1/2009

Resignation is a voluntary act initiated by the employee to terminate employment with CPRC Group LLC. Although advance notice is not required, CPRC Group LLC requests at least 2 weeks' written resignation notice from all employees.

710 Security Inspections

Effective Date: 7/1/2009

CPRC Group LLC wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, CPRC Group LLC prohibits the possession, transfer, sale, or use of such materials on its premises. CPRC Group LLC requires the cooperation of all employees in administering this policy.

While on CPRC Group LLC premises, employees have no expectation of privacy in their belongings or in workplace areas which include, but are not limited to, offices, cubicles, work locations, Company provided or designated parking areas, desks, computers, lockers, rest or eating areas, or vehicles engaged in Company operations, and any personal belongings on or in any of the above.

Desks, lockers, and other storage devices may be provided for the convenience of employees but remain the sole property of CPRC Group LLC. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of CPRC Group LLC at any time, either with or without prior notice.

CPRC Group LLC likewise wishes to discourage theft or unauthorized possession of the property of employees, CPRC Group LLC, visitors, and customers. To facilitate enforcement of this policy, CPRC Group LLC or its representative may inspect not only desks and lockers but also persons entering and/or leaving the premises and any packages or other belongings. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto CPRC Group LLC's premises.

712 Workplace Solicitation and Distribution of Literature

Effective Date: 7/1/2009

To avoid unnecessary disruptions in the operations of the Company, to protect employees from undue interference in their work activities, and to prevent the annoyance of customers, CPRC restricts oral solicitation and the distribution of written materials in the workplace.

Solicitation and distribution of literature by persons who are not employed by the Company are strictly prohibited at all times on any part of the Company's premises.

Solicitation between employees and distribution of non-business literature or other materials, on behalf of any cause, by employees of the Company are permitted only during non-work time and in non-work areas of the Company. "Non-work time" refers to meal and break periods, or immediately before or after work hours, when employees involved are not engaged in performance of their job duties. "Non-work areas" include employee rest areas, such as lounges and restrooms. Solicitation and distribution of literature is prohibited in areas accessible to customers and members of the general public. Distribution of literature is permitted only if it does not result in undue littering, disturbance to others using the facilities or safety problems.

At no time are you permitted to solicit customers, vendors, or other non-employees of the Company. Use of Company resources, such as internal directories or mail systems, supplies, equipment, or customer lists, to solicit or distribute material unrelated to job duties is not allowed.

714 Drug Testing

Effective Date: 7/1/2009

CPRC requires _____ employees to participate in both pre-employment and post employment random drug testing.

All _____ candidates of CPRC are required to take a drug test before an offer of employment is extended. If the drug test is positive for any controlled substance, an offer of employment will not be extended.

No employee may consume alcohol or illegal drugs while driving a CPRC vehicle, while on CPRC business, while in a CPRC vehicle, or prior to the employee's shift if such consumption would result in a legal detectable amount of alcohol or illegal drugs being present in the employee's system while on duty. In addition, no employee may consume or use any substance, regardless of legality or prescription status, if by so doing, the employee's ability to safely operate a motor vehicle or company equipment and carry out other work-related duties would be impaired or diminished.

The Company reserves the right to conduct drug testing for any CPRC employee under any of the following circumstances:

- **RANDOM TESTING:** Employees may be selected at random for drug testing at any interval determined by the Company.
- **FOR CAUSE TESTING:** The Company may ask an employee to submit to a drug test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.
- **POST-ACCIDENT TESTING:** If an employee is injured while operating company equipment or who is authorized to drive CPRC vehicle is involved in an accident while utilizing a CPRC vehicle the employee will be required to take a drug test in order to continue employment. If the employee refuses to take a drug test, s/he will be immediately terminated. The employee will not be allowed to work until the results of his/her test comes back, and CPRC determines the employee is fit to resume operation of company equipment or driving CPRC vehicles.
- Under any of the aforementioned circumstances, CPRC may terminate the employee where a drug test is positive.

716 Progressive Discipline

Effective Date: 7/1/2009

The purpose of this policy is to state CPRC Group LLC's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

CPRC Group LLC's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with CPRC Group LLC is based on mutual consent and both the employee and CPRC Group LLC have the right to terminate employment at will, with or without cause or advance notice, CPRC Group LLC may use progressive discipline at its discretion.

Disciplinary action may call for any of four steps -- verbal warning, written warning, suspension with or without pay, or termination of employment -- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and, still another offense may then lead to termination of employment.

CPRC Group LLC recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and CPRC Group LLC.

718 Complaint Procedure

Effective Date: 7/1/2009

Any employee who believes they have been harassed on the basis of race, color, religion, national origin, sex, sexual orientation, age, marital status, veteran status, or disability should immediately bring the matter to the attention of their supervisor or management.

EXCEPTION: If the particular circumstances make the above standard grievance procedure inappropriate (for example, the complaint involves your supervisor or you fear retaliation by your supervisor), you should file a written grievance with the either HR Administrator or the CEO.

After a harassment complaint has been filed, management will promptly begin investigating the allegations contained in the complaint. Such investigation shall include, at a minimum, interviews with all persons identified as having direct and personal knowledge of the incident(s) in question.

Because of their sensitive nature, all complaints of harassment will be investigated with care and will remain, to the extent possible, confidential. Employees who complain of harassment or participate in the investigation of such complaint, shall not be subject to any form of retaliation.

If the investigation reveals that the complaint was valid, management will immediately take appropriate action against the offending party. Such measures are designed to put an immediate stop to the harassment as well as prevent its recurrence. Management therefore retains the right to take whatever action it deems appropriate under the circumstances, up to and including discharge of the offending party.

800 Life-Threatening Illnesses in the Workplace

Effective Date: 7/1/2009

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. CPRC Group LLC supports these endeavors as long as employees are able to meet acceptable performance standards.

Medical information on individual employees is treated confidentially. CPRC Group LLC will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

**EMPLOYEE ACKNOWLEDGEMENT FORM
CPRC ANTI-HARASSMENT POLICY**

Please sign and return to your manager within on week of receipt of this policy.

**I HAVE RECEIVED, READ AND UNDERTSAND CPRC's POLICY AGAINST
HARASSMENT.**

NAME

SIGNATURE

DATE

Manager

DATE

**CPRC GROUP LLC
EMPLOYEE HANDBOOK
ACKNOWLEDGEMENT OF RECEIPT**

The employee handbook describes important information about CPRC Group LLC, and I understand that I should consult the Owners regarding any questions not answered in the handbook.

I have entered into my employment relationship with CPRC Group LLC voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or CPRC Group LLC can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except to CPRC Group LLC's policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the chief executive officer of CPRC Group LLC has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

EMPLOYEE'S NAME (printed): _____

EMPLOYEE'S SIGNATURE: _____

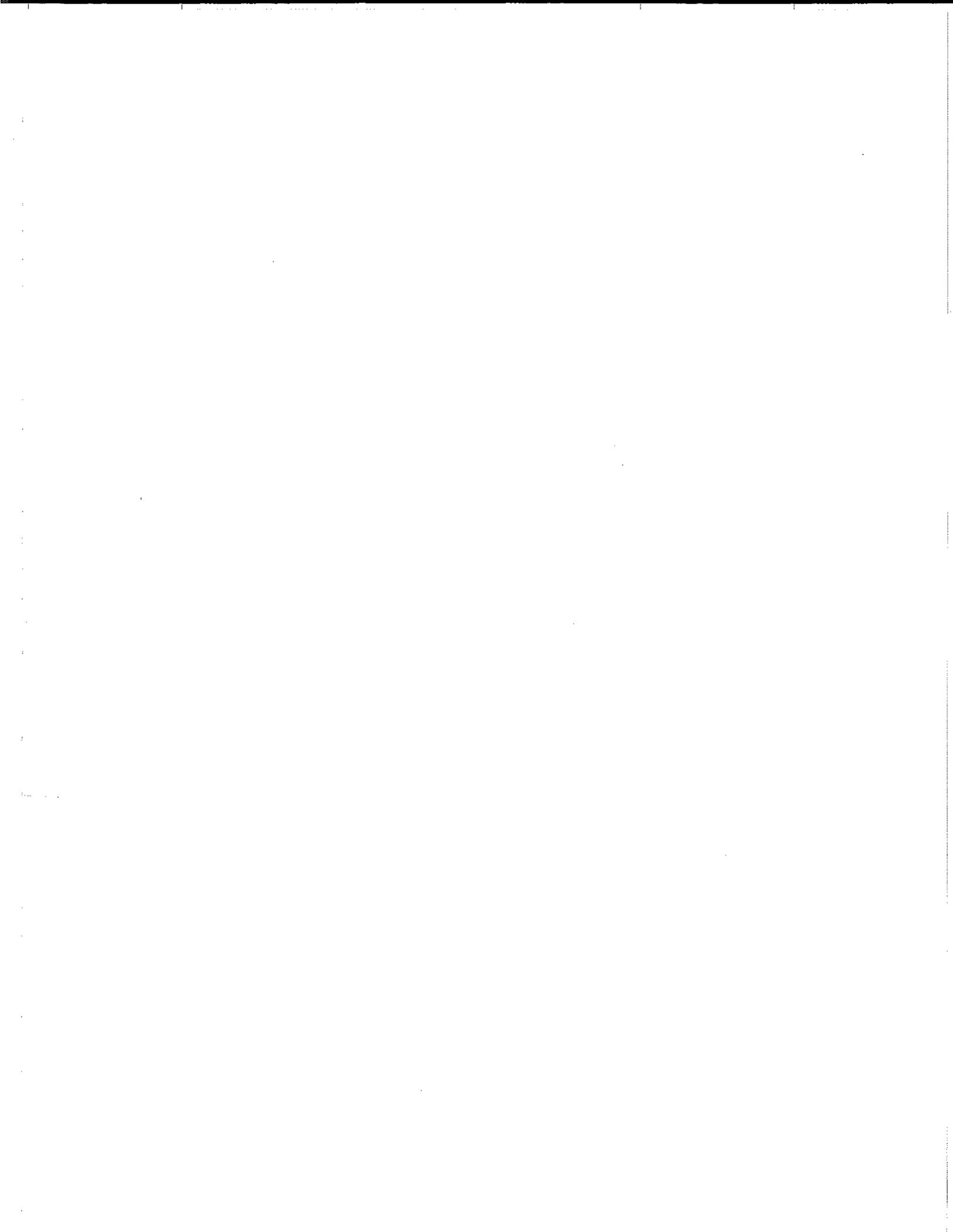
DATE: _____

Landscaping and beautification plans

CPRC took over the site in 2005 and immediately cleaned up the large volume of waste materials that had been left on site by the previous operator. In addition, CPRC designed, engineered and redeveloped the entire site you see today and covered all expenses associated with the project. We have been improving the sites drainage, landscaping, and overall appearance consistently for 10 years.

Since 2005 CPRC has spent more than \$1,000,000 on improving the site both physically and with new infrastructure. Over the course of the next Agreement, CPRC will be putting forward for City consideration our ideas for building upgrades to the maintenance building and scale house, as well as visual screening off the western side of the facility to eliminate direct views from the Trolley Park, Maine Trails and the Presumpscot River, to name a few.

We look forward to continuing to engage the City with our ideas for further enhancement after this bid process is completed.



Tab III Exceptions to the Terms and Conditions of Contract

CPRC Management, LLC takes NO markups or has any exceptions to the general terms and conditions of the RFP or the draft contract. See included Contract copy, as requested in RFP.

ATTACHMENT D

**AGREEMENT BETWEEN THE
CITY OF PORTLAND
AND
COMPANY
(This is a sample contract only and is subject to change prior to execution)**

THIS AGREEMENT is entered into this _____ day of _____, 2016, by and between the CITY OF PORTLAND, a body politic and corporate (hereinafter the "CITY"), and COMPANY, a Maine corporation with a mailing address of _____ (hereinafter the "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY is in need of _____ and did advertise a Request for Proposals #7516 entitled "Management and Operation of Construction and Demolition Recycling Center and Transfer Station," (hereinafter, the "Request for Proposals"), a copy of which is attached as Exhibit A and made a part hereof; and

WHEREAS, the CONTRACTOR has the requisite knowledge and technical ability to perform the required services and has submitted a proposal for the provision of such services dated _____, (hereinafter, the "Proposal"), a copy of which is attached as Exhibit B and made a part hereof; and

WHEREAS, after due consideration of all the Proposals, the CITY did award this contract to the CONTRACTOR;

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. The CONTRACTOR will furnish the services, materials, supplies, equipment and labor (hereinafter the "Work") in accordance with the specifications contained in the Request for Proposals issued to the Contractors under date of May 26, 2016 by the Purchasing Manager of the City of Portland, and also in accordance with the CONTRACTOR's Proposal. The restatement in this document of any term of the Request for Proposals or Proposal shall not be deemed to waive any term not so restated. If any disagreement is found between Request for Proposals or the Proposal and this document, then this document shall govern; and the Request for Proposals shall govern over the Proposal, to the extent they disagree; provided, however, that this document and its attachments shall be construed to be supplemental to one another to the extent possible. Capitalized words in this Agreement shall have the same meaning set forth in the

2. MANAGEMENT AND OPERATION OF THE FACILITY

- a. Assumption of operation. On the effective date of this Agreement, the CONTRACTOR shall begin Work at the Project Site. The CONTRACTOR shall operate and maintain the Project Site in accordance with this Agreement, all Applicable Laws, the Operations Manual and the specifications contained in the CITY's Requests for Proposal, and CONTRACTOR's PROPOSAL. The CITY shall own the Project Site
- b. Regulatory compliance. The CONTRACTOR shall perform work in strict conformance with the provisions of all permits and Applicable Law (including the applicable requirements of all regulatory agencies). The CONTRACTOR shall be responsible for obtaining, maintaining and ensuring compliance with all Permits required, and for performing its operations consistent with the Operations Manual and Applicable Laws. In addition thereto, the CONTRACTOR shall comply with all orders, if any, of any governmental entity. CITY shall receive notice and may attend, at its option, any meetings with representatives of any governmental entity regarding compliance or failure to comply with Permits or Applicable Law. CITY and CONTRACTOR shall provide each other with any information it has or receives regarding any citations, notices of violation, enforcement actions, legal suits or emergency orders. The CONTRACTOR shall respond promptly to all citations, notices of violation, enforcement actions, legal suits, and emergency orders with respect to the CONTRACTOR's operations issued by any governmental entity with jurisdiction. In addition to the CONTRACTOR's indemnity provided elsewhere in this Agreement, the CONTRACTOR shall pay all costs, including, but not limited to, attorney's fees and costs, of responding to all such citations, notices of violation, enforcement actions, legal suits, and emergency orders and shall pay all costs, including, but not limited to, attorney's fees and cost, of correcting deficiencies and achieving compliance with all such citations, notices of violation, enforcement actions, legal suits, and emergency orders and shall pay any fines or penalties assessed as a result of non-compliance.
- c. Employees, equipment and subcontractors. CONTRACTOR shall employ such employees as required to perform Work under this Agreement. CONTRACTOR shall provide all labor, including equipment operators, sorters, and incidental labor; and materials, equipment, tools, supplies and utilities required for Work performed at the Project Site and compliance with other terms and conditions of this Agreement. CONTRACTOR shall be responsible for any costs and other liabilities of its subcontractors at the Project Site.
- d. Operating responsibility. The Project Site shall be open for the receipt of Acceptable Waste during the following hours _____ If emergency conditions render it impractical to dispose of the resultant volume of Acceptable Waste within the normal operating hours of the Facility, the CONTRACTOR shall open the Facility on other days and times as reasonably requested by CITY without additional charge to CITY.
- e. The CONTRACTOR shall, at its expense, perform Work at the Facility, including, but not limited to:
 - i. receive all Acceptable Waste delivered to the Project Site;
 - ii. inspect all waste delivered to the Project Site;
 - iii. reject all Unacceptable Waste delivered to the Project Site;
 - iv. sort all waste delivered to the Project Site;

responsible for and shall pay all costs and expenses incurred in the performance of its operating responsibilities.

- j. Waste Deliveries. CONTRACTOR shall not accept waste deliveries of any kind at the Facility other than waste defined as Acceptable Waste in this Agreement.
 - k. The CONTRACTOR covenants and agrees that all Work performed and furnished hereunder shall be free from all defects, and that all Work shall be performed in a good workmanlike manner.
3. INSURANCE. Prior to the execution of this Agreement, the CONTRACTOR will procure and maintain insurance coverage in the following types and amounts:
- a. Comprehensive General Liability. Coverage shall be in the minimum amount of \$3,000,000 dollars combined single limit for bodily or personal injury, death and property damage. The City shall be named as additional insured.
 - b. Automobile Liability insurance in an amount of not less than one million dollars, including coverage for all owned, non-owned and hired vehicles. The City shall be named as additional insured.
 - c. Environmental or Pollution liability coverage in the minimum amount of \$3,000,000 dollars protecting the Contractor and the City against claims arising from the abatement, clean up and disposal of Hazardous Waste, naming the City as additional insured.
 - d. Workers Compensation insurance including Employers Liability coverage, in compliance with Maine law. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees.
 - e. All subcontractors will also be required to carry the coverages set forth above.

With respect to the liability coverages, the CONTRACTOR will provide the CITY a certificate of insurance evidencing such coverage, in this way: certificate must say either: A) "the policy has been endorsed to name the City of Portland as an Additional Insured" and a copy of the endorsement must come to the City of Portland with the certificate, or B) "the policy already includes an endorsement, such as the General Liability Extension Endorsement, by which the City of Portland is automatically made an additional insured." A Certificate which merely has a box checked under "Addl Insr," or the like, or which merely states the City of Portland is named as an Additional Insured, will not be acceptable. The CONTRACTOR shall furnish the CITY and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the CITY of termination of insurance from insurance provider or agent. The CONTRACTOR shall provide copies of all insurance policies upon request. Work shall not commence under the Contract until the CONTRACTOR has obtained the insurance required under this section, nor shall the CONTRACTOR permit any subcontractor to commence work until the insurance required of the subcontractor has been obtained.

4. Five (5) days prior to the time of the signing of the Contract, the Contractor shall furnish both:
- a. a Performance Bond, for the faithful performance of the Contract and,
 - b. a Payment Bond, to insure payment of all persons performing labor and furnishing materials and equipment in connection with the Contract.

The above bonds shall be executed yearly, shall be obtained prior to the execution of the Contract and shall be a condition precedent to the execution of the Contract and each and any renewal thereof.

All bonds shall be executed by a surety company duly authorized to do surety business in the State of Maine. The payment bond shall be in the amount of \$500,000. The performance bond shall be equal to the gross cost of this Contract to the City for one year.

5. INDEMNIFICATION

- a. General. The CONTRACTOR shall indemnify, defend and hold harmless CITY, its officers, employees, representatives and agents, from and against any and all claims, actions, losses, damages, injuries, liabilities, costs and expenses of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury to persons, including death, or damage to property relating to or incidental to CONTRACTOR's operation of the Facility, or CONTRACTOR's performance of any other obligations under this Agreement, whether by the CONTRACTOR or anyone directly or indirectly employed by it, its subcontractors, or anyone else for whose act it may be liable, on or after the effective date of this Agreement, but excluding any and all claims, actions, losses, damages, injuries, liabilities, costs and expenses of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury to persons, including death, and damage to property related to CITY's operation of the Facility prior to the effective date or that result from the City's sole negligence. At its option, the indemnified party shall have the right to actively participate in the defense of any action in which damages are sought which might be its ultimate responsibility. If the indemnified party elects to exercise said right, it shall bear all of its defense costs, including attorney's fees and court costs.
- b. As used in this Agreement, "Environmental Condition" shall mean any adverse condition relating to surface water, ground water, drinking water supply, land, surface or subsurface strata or the ambient air, and includes, without limitation, air, land and water pollutants, noise, vibration, light and odors, which may result in a claim of liability under the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), or the Resource Conservation and Recovery Act ("RCRA"), or any claim of violation of the Clean Air Act, the Clean Water Act, the Toxic Substance Control Act ("TSCA"), or any claim of liability or of violation under any federal statute hereafter enacted dealing with the protection of the environment or with the health and safety of employees or members of the general public, or under any rule, regulation, permit or plan under any of the foregoing, or under any law, rule or regulation now or hereafter promulgated by the state in which the Premises are located, or any political subdivision thereof, relating to such matters (collectively, "Environmental Laws"). "Hazardous Materials" shall include, but shall not be limited to, substances requiring investigation, removal or remediation under any federal, state or local statute, regulation, ordinance or policy including substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 1802; the Resource Conservation Recovery Act, 42 U.S.C. Section 6901, et. seq.; radon, asbestos and petroleum products; or those substances defined as "hazardous wastes" in applicable codes in the State and in the regulations adopted and publications promulgated to such codes. CONTRACTOR shall, at all times during the term, comply with all environmental laws applicable to the facility and CONTRACTOR's

have the authority to stop work in progress if such work is being done contrary to the plans, specifications or engineering practice.

8. Time is of the essence in the performance of this Agreement. Upon receipt of executed contracts and insurance as required, the CITY will promptly send an executed CITY contract to the CONTRACTOR, which will commence work. CONTRACTOR shall commence work hereunder on October 1, 2016 (the "Effective Date") Unless this Agreement is sooner terminated hereunder, this Agreement shall terminate September 30, 2021. This Agreement may be renewed at the option of the CITY for one additional five (5) year period on the terms and conditions set forth herein.
9. In the event of any dispute as to the amount, nature or scope of the work required under this Contract, the design and judgment of the Director of Public Works (hereinafter, the "Director") will be final and binding.
10. For performance of all the terms and conditions of this Agreement, the CITY will pay the CONTRACTOR _____
11. The CITY shall have the right to retain ten percent (10 %) of each invoice amount as retainage until the Work is completed and accepted by the CITY.
12. The CONTRACTOR shall keep accurate records of all services performed under this Agreement and shall submit such information to the CITY on a monthly basis. Payment for such Work shall be made to the CONTRACTOR not more than thirty (30) days after receipt of an invoice for work completed the preceding month and acceptance of the Work by the Director.

13. TERMINATION

- a. The CITY may terminate this Agreement for cause by written Notice to the CONTRACTOR. In the event of such termination, the CONTRACTOR shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.
- b. The CITY shall have the right to terminate this Agreement at any time for its convenience on thirty (30) days' prior written Notice to the CONTRACTOR. If the Agreement is terminated by the CITY for convenience, the CITY shall pay the CONTRACTOR for all Work performed and all materials purchased pursuant to this Agreement prior to receipt of such Notice.
- c. In the event that this Agreement is terminated pursuant to this section, the CONTRACTOR shall continue operations for an interim period of up to one hundred twenty (120) calendar days if requested to do so by CITY in order to allow CITY to obtain the services of a successor contractor or to make arrangements to undertake operation of the Facility with its own forces. The CONTRACTOR shall be paid for its services during said interim period at the rates and factors set forth in the last payment schedule in effect prior to issuance of written final notice of termination.
- d. Non-Performance: CONTRACTOR agrees that upon the non-performance by it of any of the covenants, hereinbefore or hereinafter mentioned, by it to be kept and performed; upon

the filing of a voluntary petition in bankruptcy; the making of any general assignment for the benefit of creditors; or upon the occurrence of any act which operates to deprive it permanently of the rights, powers, and privileges necessary for the proper conduct and operation of the exclusive rights granted herein; or upon the abandonment and discontinuance of its operations, the CITY may, at its election, cancel this Agreement and enter and take possession of said premises. CONTRACTOR hereby waives any notice of such election, notice to quit possession of the premises or any demand for payment of the amounts agreed upon as the same become due, or for the performance of any covenants herein, or any demand for the possession of said premises; provided, however, that the failure of the CITY to declare this Agreement and exclusive privilege terminated upon default of CONTRACTOR for any of the reasons above set out shall not operate to bar, abridge, or destroy the right of the CITY to declare this Agreement null and void and at end upon any subsequent violation of the terms of this Agreement.

14. Out of concern for the public, CITY employees and the CONTRACTOR's employees, all work performed by the CONTRACTOR shall be in conformance with pertinent OSHA, local, state and federal government, laws, rules, and regulations.

15. NOTICES. Notices of conditions or situations affecting the Work to be performed under this Agreement shall be given in writing between designated operating personnel of the CONTRACTOR and CITY. All other notices shall be given in writing, to be delivered by certified mail, to the parties at their respective addresses as set forth below:

If to the CONTRACTOR, at: _____

If to CITY, at: City of Portland
 389 Congress Street
 Portland, Maine 04101
 Attn: City Manager, with a copy to
 Public Works Director and Corporation Counsel

16. CONTRACTOR may not assign this contract without the written consent of the CITY. Subject to such consent, the terms and conditions of this Agreement shall be binding upon, and inure to the benefit of, the assignor's successors and assigns.

17. This Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.

18. In the event that one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

19. The CONTRACTOR hereby agrees it is an independent contractor, and that no person supplied by it in the performance of the Agreement shall be any employee of CITY and further agrees that no rights of CITY's rules accrue to any such person. The CONTRACTOR shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation,

other benefits and taxes and premiums appurtenant thereto of its employees in the performance of this Agreement.

20. No waiver of any breach of any one or more of the conditions of this Agreement by the CITY be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.
21. This Agreement is an operating agreement for the Project Site and no provision hereof shall be construed as conveying an easement or other estate in land. CONTRACTOR acquires no other rights in and to the Project Site, except as set forth herein.
22. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court.
23. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.
24. CITY and CONTRACTOR each warrant and represent to the other that they have the full right and authority to enter into this Agreement, that there is no impediment that would inhibit their ability to perform their respective obligations under this Agreement, and that the person signing this Agreement on behalf of each party has the authority to do so.

IN WITNESS WHEREOF, the said CITY OF PORTLAND has caused this Agreement to be signed and sealed by Jon P. Jennings, its City Manager, thereunto duly authorized, _____ has caused this Agreement to be signed and sealed by _____, its _____, thereunto duly authorized, the day and date first above written.

WITNESS:

CITY OF PORTLAND

By: _____
Jon P. Jennings
Its City Manager

WITNESS:

CONTRACTOR

By: _____

Name
Its (title)

Approved as to form:

Approved as to funds:

Corporation Counsel's Office

Finance Director

Definitions

Acceptable Waste shall mean material permitted under the facilities MEDEP permit including Tree Waste, Construction and Demolition Debris, Oversized Bulky Waste, Demo Wood, Mercury Added Waste, CRTs, Metals and White Goods.

Applicable Law shall mean any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority, which in any case, shall be enacted, adopted, promulgated, issued or enforced that relates to or affects the City, the Contractor or the performance by a party of its obligations hereunder.

Bulky Waste shall mean items too large to fit in normal curbside collection containers including, indoor/outdoor furniture, mattresses and box springs, carpet, swing sets, plastic swimming pools, large toys, bicycles, fish aquariums, large household appliances including White Goods, and other similar items.

Brush shall mean tree limbs and branches smaller than 2 inch in diameter

Catch Basin Cleanings shall mean material collected by DPW from catch basins and storm drains.

City shall mean the City of Portland, Maine.

Construction and Demolition Waste or C&D shall mean non-putrescible waste resulting from construction or demolition projects; includes all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to asphalt shingles, cartons, gypsum board, wood, excelsior, rubber, and plastics. MSW and Hazardous Waste including asbestos are specifically excluded.

Contract shall mean the signed Contract between the City and any Proposer arising from and pursuant to the terms of this RFP.

Contract Year shall mean October 1 through September 30 of each year.

Contractor shall mean any Proposer who signs a Contract(s) with the City arising from and pursuant to the terms of this RFP.

CRT shall mean an electronic device containing a cathode ray tube such as a computer monitor or television.

Current Contractor shall mean CPRC, Inc.

Demo Wood shall mean sorted wood derived from construction or remodeling activities. Demo wood shall including wooden pallets.

Disposal shall mean delivering or depositing of Waste Material into or onto a Disposal Facility.

Disposal Facility shall mean any facility or transfer station designated by the Contractor and permitted by the MEDEP and/or other applicable regulatory agency with jurisdiction and utilized for the receipt or final disposition of Waste Material generated within the City.

DPW shall mean the City of Portland's Department of Public Works.

Environmental Protection Agency or EPA shall mean the United States Environmental Protection Agency, or any duly authorized official of said Agency.

Facility shall mean the Proposer's technical layout and operations offering for the Project Site in accordance with RFP #7516.

Hazardous Waste shall mean any material or substance which, as of the effective date, by reason of its composition, characteristic or other inherent properties is dangerous to handle by ordinary means, or which may represent a substantial endangerment to health or safety or which presents a reasonable probability of adversely affecting the operation of the Facility. The fact that a hazardous waste or part or constituent may have value or other use or may be sold or exchanged does not exclude it from this definition. Hazardous waste shall also mean waste which is defined as harmful, toxic, dangerous or hazardous at any time during the term of this Agreement pursuant to (i) the Solid Waste Disposal Act, 42 U.S.C. § 6901, *et seq.* as replaced or amended from time to time, (ii) the Maine Hazardous Waste, Septage and Solid Waste Act, 38 M.R.S.A. § 1301, *et seq.* as replaced or amended from time to time, and (iii) any other federal, State, county or local codes, statutes or laws as replaced or amended from time to time, and (iv) any regulations, orders, or other actions promulgated or taken with respect to the items listed in (i) through (iii) above. Notwithstanding the above, if the DEP and/or the EPA (or such other regulatory agency having jurisdiction) shall determine by written regulation or policy that a substance or substances which are not considered toxic or hazardous as of the effective date, are toxic or hazardous, then such substances shall, from the date of such determination, constitute hazardous waste for purposes of this Agreement.

Holiday shall mean days during which the City closes in recognition of certain festivals, observances or individuals.

Host Community Fee shall mean the per ton payment proposed to be paid to the City by the Contractor for utilization of a Project Site located in the City.

Inerts shall mean waste material generated through the construction and/or repair of streets, roads, sidewalks, sewer lines and includes gravels, stones, clay, topsoil, bricks and asphalt.

Marketing Plan shall mean the Contractor's description of the actual markets for Recyclables and disposal location(s) of materials that are not Recyclable.

MEDEP shall mean the Maine Department of Environmental Protection, the State of Maine agency responsible for enforcing environmental regulations and statutes.

Mercury Added Wastes shall mean thermometers, fluorescent lamps, button batteries, thermostats, manometers, switches and relays containing Mercury.

Municipal Solid Waste (MSW) shall mean useless, unwanted or discarded solid waste with insufficient liquid content to be free-flowing, including, but not limited to, rubbish, garbage, refuse, but does not include hazardous waste, ash residue, biomedical waste, septic tank sludge or agricultural wastes. The fact that a solid waste or constituent of the waste may have value or other use or may be sold or exchanged does not exclude it from this definition.

OSHA shall mean the Occupation Safety and Health Administration, and agency of the Federal Government.

Oversized Bulky Waste or OBW shall mean large household items such as furniture, large toys, music or audio equipment or other items that will not fit in a 30 gallon trash bag.

Performance Bond shall mean a corporate surety bond that guarantees compensation to the City in the event that the City must assume the obligations or duties of the Contractor in order to continue the services defined in the Contract.

Project Site shall mean the portion of the City owned property at 910 Riverside Street, Portland Maine (also known as the Riverside Recycling Facility) designated for the Processing Facility.

Processing Facility shall mean the Facility at the Project Site, permitted by the MEDEP and/or other applicable regulatory agency with jurisdiction, and utilized for the receipt and processing of Acceptable Waste.

Proposer shall mean a party that submits a Proposal in response to the City RFP.

RCRA shall mean Resource Conservation and Recovery Act of 1976, 42 USC, §6901 et seq, as amended.

Recyclables shall mean those materials destined for **Recycling**.

Recycling shall mean a process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete, are collected, separated or processed and returned to use in the form of raw materials in the production of new products.

RFP shall mean City of Portland RFP # 7516 for the management and operation of a C&D Processing/Transfer facility at 910 Riverside Street, Portland, Maine.

RRF means the current Riverside Recycling Facility.

Solid Waste shall mean any solid, semi-solid, liquid, or contained gaseous materials discarded from industrial, commercial, mining, or agricultural operations, and from community activities. Solid waste includes garbage, construction debris, commercial refuse, sludge from water supply or waste treatment plants or air pollution control facilities, and other discarded materials.

State shall mean the State of Maine.

Street Sweepings shall mean material collected by DPW from paved surfaces using street sweepers.

Term shall mean the length, in time, of any Contract issued pursuant to RFP.

Transfer Station shall mean a permitted Facility where Waste Material is deposited and prepared for transport on larger transfer Vehicles for ultimate Disposal in a Disposal Facility, or where Recyclables or Yard Waste and compostable materials are deposited for transfer on larger Vehicles to a Processing Facility.

Transition Phase shall mean the period thirty (30) days prior to the Effective Date through the Effective Date.

Treated Wood shall mean wood that has been treated or preserved with chromated copper arsenate (CCA), pentachlorophenol, or other chemicals which have been classified as known human carcinogens by the US-EPA.

Tree Waste shall mean tree limbs, branches, trunks, stumps or chips resulting from the grinding of the same.

Unacceptable Waste shall mean materials other than those acceptable under the facility permit issued by the MEDEP to include Hazardous Waste, Medical Waste and Municipal Solid Waste.

Universal Waste shall mean CRTs, fluorescent lamps, mercury containing thermostats and totally enclosed, non-leaking PCB ballast.

USC shall mean United States Code.

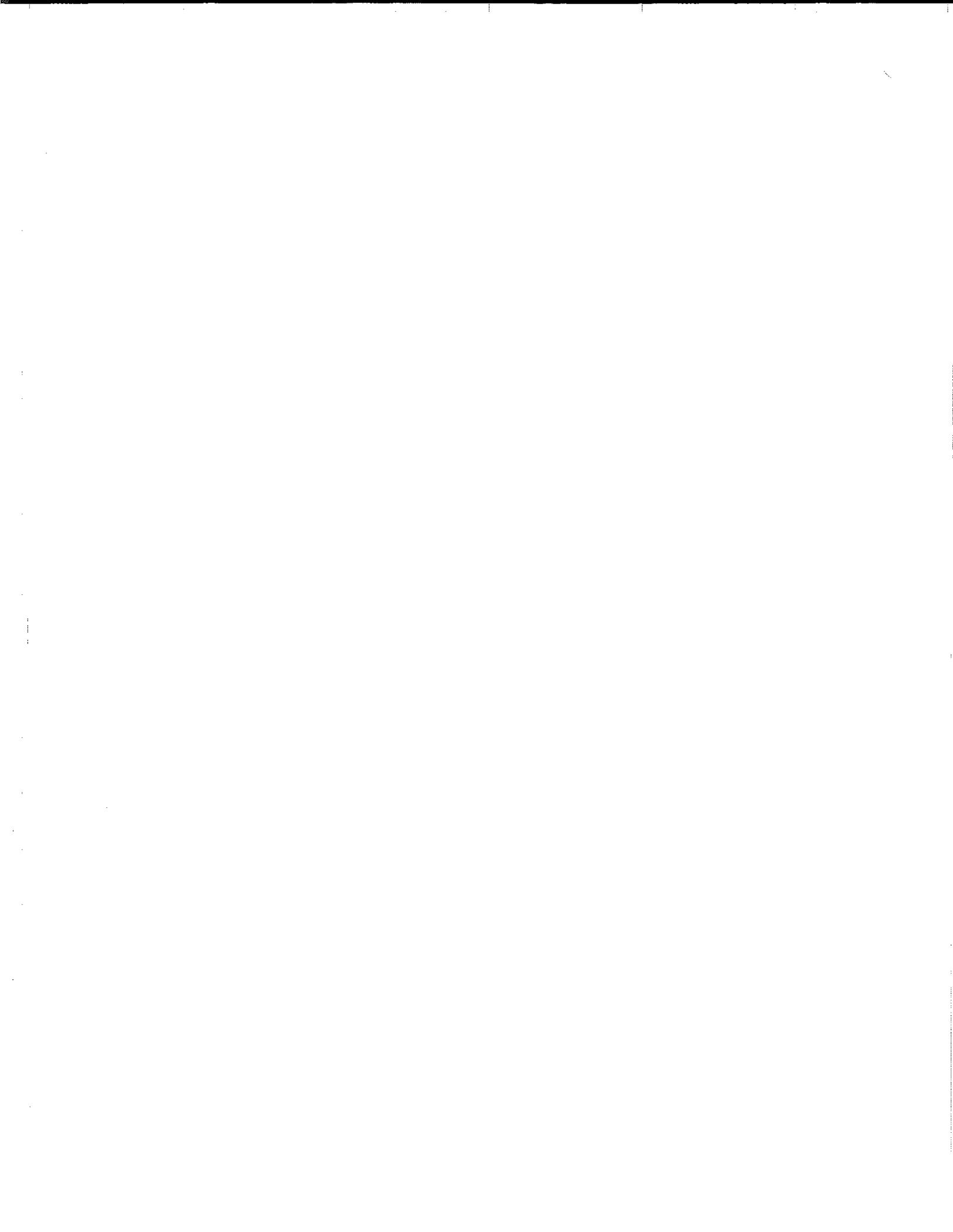
Waste Material shall mean the Acceptable Waste delivered under Contract subsequent to this RFP.

White Goods shall mean appliances and units such as air conditioners, dehumidifiers, dryers, refrigerators, stoves, washers, hot water tanks, freezers and other large enameled appliances which the Contractor will collect and process in accordance with all federal, state and local laws.

Work shall mean services performed under Contract resulting from this RFP process.

Working Day shall mean all days, Monday through Saturday, except when such day is a Holiday.

Yard Waste shall mean leaves, grass clippings, vegetable or other garden debris, shrubbery or Brush. The term excludes agricultural waste, animal waste, roots, sewage sludge, stumps, and Treated Wood.



Tab IV References and Compliance

Attached please find three letters of reference from clients that CPRC has served and or is still serving that are the exact same services as the City is proposing in this RFP. The three references come from the person who is or was the direct contact for CPRC within the municipalities that we serve.

Town of Kennebunk, Maine



Barry A. Tibbetts
Town Manager
Tel: (207) 985-2102, ext. 1308
Fax: (207) 985-4609

June 17, 2016

City of Portland
Department of Purchasing
389 Congress Street, Room 103
Portland, ME 04101

Re: RFP #7516
Management & Operation of a C&D Recycling Transfer Station at 910 Riverside Street

To Whom It May Concern:

I am writing to recommend the services that Mr. John W. Adelman provides through CPRC Group, LLC, MB Bark, LLC and We COMPOST It!

Earlier this year, the CPRC group won the Town of Kennebunk's bid for transfer station services and residential composting. They provided exceptional service for the transition (during and after the switch) of vendors for our Transfer Station operation. John's team attended to the details of our RFP in a reliable manner with great communication. The team went beyond what we asked for and is providing exceptional customer service skills as our new vendor.

The Town could not be more happy and completely without reservations to highly recommend the services of CPRC and We COMPOST It! LLCs. We have 10-year contracts with options for a 5-year renewable with each entity. John's group provides numerous items for our residents, and communicates in a clear, timely fashion with excellent customer service.

If you have any questions, please do not hesitate to contact my office. My direct line is 207-985-2455.

Sincerely,


Barry A. Tibbetts
Town Manager

BAT/kan

Mailing Address: 1 Summer Street, Kennebunk, ME 04043
Website Address: <http://www.kennebunkmaine.us>
E-Mail: btibbetts@kennebunkmaine.us





Scarborough Public Works Department

Scarborough Industrial Park • 20 Washington Avenue • Scarborough, ME 04074

www.scarborough.me.us

Tel: 207 730-4400

Fax: 207 730-4405

To Whom It May Concern;

I am pleased to write this recommendation for CPRC Group, LLC / CPRC Management, LLC. The Town of Scarborough has had a long standing contractual relationship with CPRC at the Community Recycling Center located at 8 Runway Road, Scarborough, ME. CPRC has done an exemplary job operating the transfer station and recycling facility. They are efficient, neat, attentive to customer and Town needs as well as responsive to concerns. They have worked hard to make residential and commercial drop off of waste and recycling materials easy, convenient and affordable.

I would recommend them without reservation.

Should you have any questions, feel free to contact me at 207-730-4400.

Sincerely,

Michael E. Shaw

Scarborough Public Works

SOMERSWORTH, NEW HAMPSHIRE

City of Somersworth
18 Ulac Lane
Somersworth, NH 03878



Public Works and Utilities Department
Phone: 603.692.4266
Fax: 603.692.4281
www.somersworth.com

"Proud past. bright future"

June 29, 2016

Matt Fitzgerald, Purchasing Agent
City of Portland
389 Congress Street
Portland, Maine 04101

Re: **CPRC Group Proposal for Recycling Services**

Dear Matt:

It is with pleasure that I serve as a reference to John Adelman and the CPRC Group in conjunction with their proposal to the City of Portland's solicitation for recycling services at the Riverside Recycling Center. I served as Director of the Department of Public Services from 2003 to 2015 and our Department was responsible for the operations of the Riverside Recycling Center. During a majority of that time frame, the CPRC group managed and operated the Riverside Recycling Facility under a contractual arrangement.

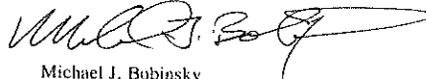
The CPRC group provided operations, customer services, scale house management and debris and material recycling for the City. They were a direct partner in providing day-to-day recycling and construction debris management for the City and the region. The contract allowed for the CPRC group to receive the Department's bulky waste material, leaf bags, and other special material, as well as collect user fees from Portland residents and residents from outside the City for bulky and special waste disposal. Over the years, the CPRC Group assisted the Department with implementing several operational and fiscal improvements including use of the E-Card Program to address a growing customer base, monthly hazardous waste collection days, debris management and increase reuse and recycling of bulky waste material. In addition, CPRC Group expanded to accept food composting via a separate business operation with customer clients that includes the Portland School Department and several restaurants in Old Port. Their business model included customer services, financial accountability, reuse of construction debris and bulky material, and efficiency in site management. In addition, they made significant site improvements at the facility including a new scale house structure, concrete storage bins and storm drainage improvements.

CEMETERY • ENGINEERING • HIGHWAY • WASTEWATER • WATER

Matt Fitzgerald, Purchasing Agent
June 29, 2016
Page 2

The City had operated Riverside Recycling under an inefficient and costly program that did not incentivize the contractor at the time to use best practice with bulky waste management, prior to the CPRC Group becoming a contractual partner with the City of Portland. A comprehensive study of the operations, a decision to solicit proposals rather than extending terms with the former contractor and the development of a request for proposal/scope of services, led to the award of the new contract with the CPRC Group. CPRC Group has been awarded two (2) contract extensions by the City since their initial contract as a result of overall satisfaction and meeting contractual obligations. Riverside Recycling Center is well known in the region as being a very well run and accessible operation for disposing and recycling specialized bulky waste and landscape material. In addition, they have worked closely with the City on successfully meeting operational needs and financial goals with this important service in the City. Using business models, innovation, experience, listening and responding to operational needs has resulted in the CPRC Group being known as a leader in the reuse and disposing of bulky waste, yard waste and other specialized materials. I recommend that the City of Portland continue to work with the CPRC Group and build on the successful operations.

Sincerely,



Michael J. Bobinsky
Director of Public Works and Utilities
City of Somersworth
(603) 692-4266

Tab V Financial Stability and Ability to Obtain Insurance and Bonding

CPRC Management, LLC, as the operator of the City of Portland Riverside Recycling Facility for the past 10 years has fully maintained the required insurance coverage at the requested level throughout the entire term of the contract.

As the proposed levels of insurance are the same as currently required, CPRC is fully equipped and prepared to maintain the requested insurance levels for the next 10 years.

Similarly, the existing performance bond and pay bond requirements are the same as currently required. As such, CPRC is fully equipped and prepared to maintain the requested bond requirements for the next 10 years.

CPRC is fully prepared to share information regarding its financial strength if required as a condition of award of the new agreement. It should be noted, that during the last ten (10) years, the company has spent over two million dollars improving the site on behalf of the City. In addition, at the onset of the contract, CPRC created a long-term payment schedule so the City could pay back the fee associated with the large clean up required after the former operator left the premises. That allowed the City to pay the two and half million dollar cost for such clean up over five years.

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

22553

KNOW ALL MEN BY THESE PRESENTS That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Heidi Rodzen, Robert E. Shaw, Jr., Joline L. Binette, Melanie A. Bonnevie

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company, at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2017.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 5th day of August, 2015.



State of New Jersey
County of Morris }

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Senior Vice President

On this 5th day of August, 2015 before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 17 day of JUNE, 2016.



UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President



June 9, 2016

John Adelman
CPRC Group, LLC
70 Pleasant Hill Road
Scarborough, ME 04074

Dear Mr. Adelman:

I have had the opportunity to review the insurance requirements outlined in specification sheets provided by the City of Portland for the proposed construction and demolition recycling and transfer station location on Riverside Street.

At present your current insurance program meets or exceeds all required coverage and limits.

Regards,

Michael S. Reali, V.P., CIC
Account Executive
Cross Insurance

2331 Congress Street
Portland, ME 04102
t: 207-780-1677 / 800-286-5362
f: PL 207-780-6377 / CL 207-828-8902
www.crosagency.com

Desmond & Payne, Inc. dba Cross Insurance - Portland is legally organized as a Maine business corporation and is separately and locally managed and operated as a wholly owned subsidiary of Cross Financial Corp., Bangor, ME



As a full service recycling company, CPRC has been an innovator throughout its relationship with the City of Portland over the past 10 years, offering the City products for various construction and park projects at either no cost or reduced. Going forward, it is our plan to expand on the products and services we can offer the City as it reviews all of its solid waste management programs, including separation, collection and disposal.

As a stated goal in the City's Solid Waste Task Force report of September of 2011, it is our belief that Portland has a real opportunity to re-establish itself as a leader in solid waste management. We are the best partner to help the City achieve this goal because we are the only company in this market with the knowledge, experience and permits that will enable the city to make a full-scale commitment to waste reduction, reuse, recycling and composting.

Below are several of the special features we would like to add to our relationship with the City of Portland:

Food waste

- We would like to create a program to better handle the vast amount of food waste that currently goes to ecomaine for incineration. It is our intent to work with the City to design a more economical and efficient system for separating these many tons of organic waste and to develop a sustainable program that will allow the City to both reduce its waste disposal costs receive back a product that can be used throughout its parks and other open spaces.

With the appropriate tonnages, CPRC is ready to commit the necessary capital to adjust the current reduced procedures permit at Riverside, and to install a de-packaging machine to handle all contamination material. Once the organic waste is separated, all contamination material will then be sent to ecomaine for disposal. The disposal reduction cost savings, along with the finished product cost savings, would result in significant financial benefit for the City.

Renewable energy

Another area of interest is renewable energy. It is our intent to work directly with the City Manager as well as the City Sustainability Coordinator to explore the possibility of utilizing the Riverside property as a site for solar and/or wind power. Having been on the site for ten years, we have a good feel for the prevailing wind patterns and the potential energy wind turbines could produce.

In addition, as the City continues to promote the installation of solar panels on its various properties, we believe Riverside would be a very good location for a solar array.

Building improvements and CPRC relocation

Again, because of our tenure as the operator of the site, CPRC would like to explore the possibility of improving the city buildings currently located at Riverside so that CPRC management and administrative personnel could relocate there. This would bring new jobs to the City and enable it to collect increased personal property taxes and excise taxes on our vehicles.

We would seek to make the necessary changes to our permits in Scarborough and Auburn, as well as work with the City to make any necessary adjustments to the Riverside site's permits. We believe that no other bidder is in a position to make such a commitment to Portland.

Snow dump

Another option that we think is worth pursuing is the use of the rear portion of the site as a snow dump for city use. This area (approximately three acres) was previously used to windrow compost, but since all that activity has moved to our MB Bark facility this area is now available for other material storage. We could handle the snow for the city on the rear area of the site and allow the city to dump there 24 hours a day if necessary.

These are just a few of our ideas that illustrate why CPRC is best positioned to work with the City to enhance to its solid waste management operations, to make the Riverside site even more productive, efficient and safe, and to show Portland residents that the City is making a real commitment to reducing waste, reducing costs, and more fully embracing the state's solid waste management hierarchy.

Public engagement

CPRC staff will continue to conduct tours at the Riverside facility for area school children. These tours provide an opportunity to educate young people about the importance of recycling, re-use and waste reduction.

CPRC also is in discussions with area artists and art organizations, such as the Portland Museum of Art, about sponsoring an annual art exhibit and competition featuring works that have been created from materials found at the Riverside facility.



Tab VII Cost

As stated previously in this bid response, CPRC has had 10 years of experience operating this facility, working with the City of Portland in a true partnership. From the beginning, as we transitioned onto a site that was grossly mismanaged, to leading the initial clean-up, to investing over a \$1,000,000 in improvements to the Riverside facility, CPRC has worked tirelessly to improve the customer experience and the overall safety and efficiency of this important City asset.

We thank the City for this opportunity and believe we have repositioned the overall permits and site conditions for even greater opportunities going forward.

Given our operational history at the site and our proven partnership with the City, CPRC is confident that it can effectively manage the current City of Portland DPW and residential E-card (including electronic waste items) program materials for the net cost of \$0.00 to the City for five (5) years (please see the spreadsheet below for tonnage amounts and item pricing). In addition, it is important to note that this proposal is only for tons generated by the City and its residents.

If not for the great relationship we have had with the City and the hard work we have both put into making Riverside a successful operation, this outcome would not be possible. It is our firm belief that we can offer this tremendous savings without compromising the high level of service and integrity to which the City and its residents have become accustomed.

We truly look forward to working with you in the next phase of our partnership.

We thank the City for this opportunity and believe we have repositioned the overall permits and site conditions for even greater opportunities going forward.

Riverside Recycling Facility
Total Incoming COP Tons

	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	5 Year Cumulative	5 Year Average	COP Fees (Credit) Tip Fee or (credit) Per ton	Total Per Ave Year
Brush									
Tons	1,227.59	1,006.99	1,307.97	1,151.82	1,195.27	6,389.03	1,277.81	\$ (2.00)	(2,555.61)
Demol Wood									
Tons	20.91	17.10	13.78	23.12	7.85	82.76	16.55	\$ 55.00	910.36
Yard Waste									
Tons	638.82	495.64	558.57	507.53	837.95	3,038.51	607.70	\$ 12.50	7,596.26
Drywall									
Tons	-	-	-	0.91	0.44	1.35	0.27	\$ 55.00	14.65
Shingles									
Tons	-	-	-	17.89	21.94	39.83	7.97	\$ 35.00	278.81
Non-Recyclables									
Tons	697.56	736.33	762.00	916.87	746.37	3,958.93	771.79	\$ 55.00	42,448.23
Waste									
Tons	2.74	11.29	3.90	2.05	-	19.98	4.00	\$ (20.00)	(79.92)
Inert									
Tons	4,788.57	6,571.10	5,069.10	3,639.31	3,124.43	23,183.51	4,636.70	\$ 6.80	38,411.87
Stumps									
Tons	13.50	51.48	59.72	45.00	13.78	184.33	36.86	\$ 40.00	1,475.08
Child Seat/Gift									
Tons	701.79	379.12	719.33	1,916.47	428.96	4,145.67	829.13	\$ 45.00	37,311.09
Swamp Logs									
Tons	7,126.44	3,179.43	3,145.39	5,566.82	4,539.89	23,559.97	4,711.99	\$ 20.00	94,239.88
Heavy Furniture									
Tons	140.76	102.09	109.40	94.09	101.15	548.09	109.62	\$ 88.00	7,453.89
Light Furniture									
Tons	135.63	171.80	141.51	140.63	149.33	738.89	147.78	\$ 96.00	10,048.87
Heavy Lawn Equipment									
Tons	69.50	35.75	65.50	45.50	38.00	234.25	46.85	\$ (20.00)	(937.00)
Light Lawn Equipment									
Tons	40.22	40.07	30.78	44.48	33.78	189.30	37.86	\$ (20.00)	(757.20)
Bicycles									
Tons	4.54	4.05	2.12	1.04	2.68	15.34	3.07	\$ (20.00)	(61.36)
Children's Equipment									
Tons	7.78	10.75	4.42	4.74	4.66	32.56	6.51	\$ 68.00	442.82
Gas Grill									
Tons	8.19	9.09	8.93	8.54	6.18	39.93	7.99	\$ (20.00)	(147.72)
Mattress or Box Spring									
Tons	54.16	50.65	45.85	47.01	48.69	246.36	49.27	\$ 68.00	3,350.33
Appliances (non-stove)									
Tons	74.59	67.20	47.74	45.00	40.80	275.33	55.07	\$ (20.00)	(1,101.30)
Grass									
Tons	1,647.65	1,138.75	1,206.28	1,318.55	1,090.20	6,401.43	1,280.29	\$ 17.50	22,404.89
Leaves									
Tons	32.29	27.20	22.01	30.52	43.85	155.88	31.18	\$ 15.00	467.63
Total Tons	17,423.22	14,405.79	13,302.94	15,669.85	12,478.39	73,178.25	14,672.88		\$ 282,214.64

Proposal Basis:

5 Year Agreement (fixed price)

	Annual		5 Year Total
	Average Tons	Cost to COP	
Year 1	14,676	\$0.00	
Year 2	14,676	\$0.00	
Year 3	14,676	\$0.00	
Year 4	14,676	\$0.00	
Year 5	14,676	\$0.00	\$0.00
Year 6	14,676	TBD	
Year 7	14,676	TBD	
Year 8	14,676	TBD	
Year 9	14,676	TBD	
Year 10	14,676	TBD	

* COP Fees subject to annual CPI adjustment after Year 1

** Any COP generated tons over the 5 Year Average delivered will be billed to the City of Portland at the Individual Item Per Ton Tip Fee or

*** Waste Tons generated and delivered to RRF by COP Public Works or COP Residents through the Ecard under the current Ecard program only at No Charge for the full Term of the 6 Year Agreement.



Tab VIII Declaration and Addenda

CITY OF PORTLAND, MAINE
RFP #7516

MANAGEMENT AND OPERATION OF A C&D RECYCLING/TRANSFER STATION
AT 910 RIVERSIDE STREET, PORTLAND, MAINE

DATE: June 15, 2016

The attention of firms submitting bids for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW FITZGERALD
PURCHASING MANAGER**

Could the City of Portland provide an annual weight or each total for calendar year 2015 for the disposal of the following product stewardship items?

- Cathode Ray Tubes (CRT's) in lbs
- Printers/misc. electronics in lbs
- Rechargeable Batteries in lbs
- Fluorescent Lamps in lbs

Please see attached report.

Receipt of Addendum No. 1 to the City of Portland's RFP #7516, MANAGEMENT AND OPERATION OF A C&D RECYCLING/TRANSFER STATION AT 910 RIVERSIDE STREET, PORTLAND, MAINE is hereby acknowledged.

COMPANY NAME: CPRC Management, LLC

SIGNED BY: [Signature] DATE: 6/15/2016

PRINT NAME & TITLE: James Hether, COO

ADDRESS: 70 Pleasant Hill Rd
Scarborough, ME 04079
ZIP CODE



2015 Municipal Universal Waste Annual Report

Riverside Recycling January 18, 2016

<u>Material Description</u>	<u>Unit Count</u>	<u>Weight</u>
Maine Program Cathode Ray Tubes	5,341	328,878
Maine Program Desktop Printers	960	11,912
Computers	26	552
Laptops	85	267
Mixed Electronics	-	5,554
6" Straight Fluorescent Lamps	24	(12 Linear Feet)
1' Straight Fluorescent Lamps	124	(124 Linear Feet)
1.5' Straight Fluorescent Lamps	377	(565.5 Linear Feet)
2' Straight Fluorescent Lamps	1,889	(3,778 Linear Feet)
3' Straight Fluorescent Lamps	864	(2,592 Linear Feet)
4' Straight Fluorescent Lamps	28,324	(113,296 Linear Feet)
6' Straight Fluorescent Lamps	908	(5,448 Linear Feet)
7' Straight Fluorescent Lamps	72	(504 Linear Feet)
8' Straight Fluorescent Lamps	3,257	(26,056 Linear Feet)
U-Lamps, Circles, and CFLs	7,532	-
Crushed Fluorescent Lamps	-	619
Metal Halide Lamps	863	-
HID Lamps	1,219	-
NiCd Batteries	-	754
NiMH Batteries	-	268
Alkaline Batteries	-	3,910
Lithium Ion Batteries	-	514

Material Description	Unit Count	Weight
Lithium Batteries	-	139
Lead Acid Batteries	-	31
PCB Ballasts	-	1,982
Capacitors	-	351
Non PCB Ballasts	-	637
Mercury Devices	-	41

CITY OF PORTLAND, MAINE
RFP #7516

MANAGEMENT AND OPERATION OF A C&D RECYCLING/TRANSFER STATION
AT 910 RIVERSIDE STREET, PORTLAND, MAINE

DATE: June 21, 2016

The attention of firms submitting bids for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW FITZGERALD
PURCHASING MANAGER**

Please see attached for our response to questions received related to this RFP. Included in the responses is a copy of the contract with the current operator of the facility.

Receipt of Addendum No. 2 to the City of Portland's RFP #7516, MANAGEMENT AND OPERATION OF A C&D RECYCLING/TRANSFER STATION AT 910 RIVERSIDE STREET, PORTLAND, MAINE is hereby acknowledged.

COMPANY NAME: CPRC MANAGEMENT, LLC
SIGNED BY: [Signature] DATE: 6/21/2016
PRINT NAME & TITLE: James Hiltner, CEO
ADDRESS: 70 Pleasant Hill Rd
Scarborough, ME 04074
ZIP CODE

CITY OF PORTLAND, MAINE
RFP #7516

MANAGEMENT AND OPERATION OF A C&D RECYCLING/TRANSFER STATION
AT 910 RIVERSIDE STREET, PORTLAND, MAINE

Questions:

1. *Can we get a copy of the contract with the current vendor?*

Attached including all amendments to the contract.

2. *Do you have records of the total tons received at the facility including third party tonnage other than the City of Portland and Scarborough?*

See attached annual report.

3. *Is there currently any royalty or host fee paid to the city for third party tonnage?*

CPRC shall pay the City a royalty of \$2 per ton for non-city waste deliveries in excess of 50,000 tons. (exclusive of organics).

4. *Does the administration fee charged to the City of Portland by the current vendor cover the cost of material delivered to the facility by the City?*

The administration fee includes disposal of up to 20,000 tons of waste

5. *Do you have a breakdown of the admin fee vs the disposal fee charged to the city by the current vendor?*

We do not have a specific breakdown of the admin fees versus disposal. It is a blended cost that includes the cost of significant improvements to the site and facilities.

SERVICE AGREEMENT BY AND BETWEEN
CITY OF PORTLAND

AND

COMMERCIAL PAVING & RECYCLING COMPANY, LLC
(Hereinafter "Agreement")

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**CITY OF PORTLAND
AND
COMMERCIAL PAVING & RECYCLING COMPANY, LLC
(Hereinafter "Agreement")**

THIS Agreement is made this 14th day of September, 2005 by and between the **CITY OF PORTLAND**, a body politic and corporate, located in Cumberland County, State of Maine (hereinafter "CITY") and **COMMERCIAL PAVING & RECYCLING COMPANY, LLC**, a Maine Limited Liability Company with a mailing address of 2 Gibson Road, Scarborough, Maine 04074 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, the **CITY** did advertise a Request for Proposals entitled Management and Operation of Construction and Demolition Recycling Center and Transfer Station, RFP #6905 for the purposes of obtaining services to manage a C&D Processing and Transfer Facility on the site a copy of which is attached as Exhibit A, and a Request for Proposals entitled Management and Operation of a Facility to Process and Recycle Inert Materials, Street Sweepings and Catch Basin Debris Cleanings, RFP #7005 a copy of which is attached as Exhibit B, and a Request for Proposals entitled Management and Operation of a Yard Waste Composting Facility, RFP #7105 a copy of which is attached as Exhibit C

WHEREAS, **CONTRACTOR** did submit a proposal on June 15, 2005 and clarifications to its proposal, copies of which are attached as Exhibit D, and

WHEREAS, after due consideration of all the proposals, the **CITY** does hereby award the Contract to the **CONTRACTOR**.

Act, 42 U S C § 6901, et seq as replaced or amended from time to time, (ii) the Maine Hazardous Waste, Septage and Solid Waste Act, 38 M R S A. § 1301, et seq as replaced or amended from time to time, and (iii) any other federal, State, county or local codes, statutes or laws as replaced or amended from time to time, and (iv) any regulations, orders, or other actions promulgated or taken with respect to the items listed in (i) through (iii) above. Notwithstanding the above, if the DEP and/or the EPA (or such other regulatory agency having jurisdiction) shall determine by written regulation or policy that a substance or substances which are not considered toxic or hazardous as of the effective date, are toxic or hazardous, then such substances shall, from the date of such determination, constitute hazardous waste for purposes of this Agreement.

"Inerts" shall mean waste material generated through the construction and/or repair of streets, roads, sidewalks, sewer lines and includes gravels, stones, clay, topsoil, bricks and asphalt.

"Municipal solid waste" (MSW) means useless, unwanted or discarded solid waste with insufficient liquid content to be free-flowing, including, but not limited to, rubbish, garbage, refuse, but does not include hazardous waste, ash residue, biomedical waste, septic tank sludge or agricultural wastes. The fact that a solid waste or constituent of the waste may have value or other use or may be sold or exchanged does not exclude it from this definition.

"Municipality" means any city, town or plantation.

"Operations Manual" means the "City of Portland Riverside Recycling Facility Operations and Maintenance Manual".

"Permit" means any and all permits, licenses and authorizations issued by any governmental entity required for the operation of the Facility, including permit #S-21417-WH-A-N and for the performance of the CONTRACTOR's obligations hereunder, and includes any amendments, modifications or renewals of such permits.

Project Site shall mean the portion of the City owned property at 910 Riverside Street, Portland, Maine (which is also known as Riverside Recycling Facility) designated for processing and transfer of C&D.

"Red bag waste" means medical waste.

"Special waste" means any non-hazardous waste generated by sources other than domestic and typical commercial establishments that exists in such an unusual quantity, or in such a chemical or physical state, or any combination thereof, which may disrupt or impair effective waste management or threaten the public health, human safety or transportation and disposal procedures. Special waste includes, but is not limited to

- a. oil, coal, wooden multi-fuel boiler and incinerator ash,
- b. industrial and industrial process waste,
- c. wastewater treatment plant sludge, paper mill sludge and other sludge waste;

- d. debris and residuals from non-hazardous chemical spills and clean up of those spills;
- e. contaminated soils and dredge spoils;
- f. asbestos and asbestos containing waste,
- g. sand blast grit and non-liquid paint waste.
- h. high and low PH waste,
- i. spent filter media residue,
- j. shredder residue resulting from the processing of MSW, and
- k. other waste as designated by DEP.

"Unacceptable Waste" means municipal solid waste, hazardous waste, special waste and red bag waste.

"White goods" means large appliances, including, but not limited to, stoves, refrigerators, freezers, washing machines, clothes dryers, dishwashers and air conditioners.

"Work" shall mean services performed under Contract resulting from this RFP process.

2. MANAGEMENT AND OPERATION OF THE FACILITY

- 2.1 Assumption of operation.** On the Effective Date, the CONTRACTOR shall begin Work at the Project Site. The CONTRACTOR shall operate and maintain the Project Site in accordance with this Agreement, all Applicable Laws, the Operations Manual and the specifications contained in the CITY's Requests for Proposal, and CONTRACTOR's PROPOSAL dated June 15, 2005 including all written clarifications provided by Proposer as part of the evaluation phase.
- 2.2 Regulatory compliance.** The CONTRACTOR shall perform Work in strict conformance with the provisions of all Permits and Applicable Law (including the applicable requirements of all regulatory agencies). The CONTRACTOR shall be responsible for maintaining and ensuring compliance with all Permits required, and for performing its operations consistent with the Operations Manual and Applicable Laws. In addition thereto, the CONTRACTOR shall comply with all orders, if any, of any governmental entity. CITY shall receive notice and may attend, at its option, any meetings with representatives of any governmental entity regarding compliance or failure to comply with Permits or Applicable Law.

CITY and **CONTRACTOR** shall provide each other with any information it has or receives regarding any citations, notices of violation, enforcement actions, legal suits or emergency orders

The **CONTRACTOR** shall respond promptly to all citations, notices of violation, enforcement actions, legal suits, and emergency orders with respect to the **CONTRACTOR's** operations issued by any governmental entity with jurisdiction. In addition to the **CONTRACTOR's** indemnity provided under Section 3.1 hereof, the **CONTRACTOR** shall pay all costs including, but not limited to, attorney's fees and costs, of responding to all such citations, notices of violation, enforcement actions, legal suits, and emergency orders and shall pay all costs, including, but not limited to, attorney's fees and cost, of correcting deficiencies and achieving compliance with all such citations, notices of violation, enforcement actions, legal suits, and emergency orders and shall pay any fines or penalties assessed as a result of non-compliance.

2.3 Employees, equipment and subcontractors. **CONTRACTOR** shall employ such employees as required to perform Work under this Agreement. **CONTRACTOR** shall provide all labor, including equipment operators, sorters, and incidental labor, and materials, equipment, tools, supplies and utilities required for Work performed at the Project Site and compliance with other terms and conditions of this Agreement. **CONTRACTOR** shall be responsible for any costs and other liabilities of its subcontractors at the Project Site

2.4 Operating responsibility. The Project Site shall be open for the receipt of Acceptable Waste Monday through Saturday, 7:00 a.m. to 4:00 p.m.

If emergency conditions render it impractical to dispose of the resultant volume of Acceptable Waste within the normal operating hours of the Facility, the **CONTRACTOR** shall open the Facility on other days and times as reasonably requested by **CITY** without additional charge to **CITY**

The **CONTRACTOR** shall, at its expense, perform Work at the Facility, including, but not limited to

- a. receive all Acceptable Waste delivered to the Project Site;
- b. inspect all waste delivered to the Project Site,
- c. reject all Unacceptable Waste delivered to the Project Site,
- d. sort all waste delivered to the Project Site,
- e. recycle all Acceptable Waste which, in **CONTRACTOR's** discretion, is capable of being recycled;

- f. process all Acceptable Waste delivered at the site, either through the use of its own personnel or through the procurement of services from firms who shall process the Acceptable Waste;
- g. transport and legally dispose of all waste which cannot be processed or recycled.
- h. transport and legally dispose of all Unacceptable Waste erroneously accepted at the Project Site;
- i. maintain all access roads at the Project Site and provide for access during all seasonal conditions.
- j. market and sell recycled material which is generated from Acceptable Waste delivered to the Project Site;
- k. maintain communications with City to provide for the operation and maintenance of the Project Site in accordance with this Agreement and Applicable Law;
- l. **CONTRACTOR** shall provide **CITY** with an annual Contract Performance Bond in the amount of Five Hundred Thousand Dollars (\$500,000) guaranteeing performance of this Management Agreement.

2.5. CONTRACTOR reports. **CONTRACTOR** shall provide monthly reports to **CITY** no later than the tenth (10th) business day of each month. The monthly report shall contain the following information with respect to the previous month.

- a. the total tonnage of all waste delivered to the Project Site.
- b. amount of material processed and/or disposed of.
- c. a record of any hazardous or special waste, if any, that was received at the Facility and its method and place of disposal.
- d. all reports and correspondence which may be necessary for permit compliance.
- e. the dates of all regulatory agency inspections with the name of agency and inspector. A copy of any concurrent or subsequently written inspection report, notice of violation, or citation shall be supplied to **CITY**, upon receipt. A copy of any report submitted by **CONTRACTOR** to any governmental entity, whether in response to such notices of violation and/or citations or not, shall be supplied to **CITY** contemporaneously.
- f. copies of all inquiries, complaints and a description of the resolution of same.

g all financial reports provided by CONTRACTOR shall be in accordance with generally accepted accounting principles

2.6 Signage. CONTRACTOR shall be responsible for all signage in the Project Site. Signage shall be approved by CITY

2.7 Record keeping. The CONTRACTOR shall maintain on-site, readily retrievable for reference and in clean and usable condition, at least one copy each of approved construction drawings, specifications, reports, permits, Operations Manual and all prior months' operations reports and correspondence with CITY and all governmental entities

2.8 Permitting; payment of operating expenses. CONTRACTOR shall not be responsible for any costs or expenses associated with the permitting of the Facility, except to the extent such permitting or modification thereof relates to operational changes made by the Contractor subsequent to the Commencement Date or CONTRACTOR's corrective action with respect to deficiencies or violations of Applicable Laws occurring after the effective date. Except as otherwise specifically provided herein, CONTRACTOR shall be solely responsible for and shall pay all costs and expenses incurred in the performance of its operating responsibilities.

2.9 Waste Deliveries. CONTRACTOR shall not accept waste deliveries of any kind at the Facility other than waste defined as Acceptable Waste in this Agreement.

2.10 Responsibilities of CITY. CITY shall be responsible to do the following:

- a City personnel will perform an initial inspection of waste when it arrives at the Project Site and direct customers to the proper location in the Project Site. *Contractor shall be ultimately responsible for ensuring the waste delivered is Acceptable Waste.*
- b. City personnel will greet customers, weigh vehicles and collect the fee established by the City Council.
- c. City personnel will maintain accurate records to include fees collected and the weight of material entering and leaving the Project Site
- d. City personnel will provide weight slips and/or receipts to the drivers of vehicles leaving the facility.
- e. Obtain all necessary permits and approvals from governmental entities necessary for the operation of the Facility,
- f. Where the CONTRACTOR's discharge of its responsibilities is dependent on prior CITY review, comment and/or approval, CITY shall respond promptly in writing to

the **CONTRACTOR**'s written submittal of information and requests for review. **CITY**'s responses may be either:

- i. Unqualified approval or concurrence; or,
 - ii. Enumeration of specific items or issues which are unacceptable or non-approvable to **CITY** and the grounds for the determination of non-acceptability; or,
 - iii. In the event of non-approval, **CITY**'s response shall either (1) establish a date for **CONTRACTOR**'s resubmittal, or (2) instruct the **CONTRACTOR** to modify its plan to incorporate **CITY**'s review comments consistent with the provisions of this Agreement and waive the requirements for formal resubmittal and review.
- g. **CITY** shall notify the **CONTRACTOR** in writing when aspects of its operations are observed by **CITY** to be in violation of terms of this Agreement or of Applicable Law in the manner specified in section 5. However, **CITY**'s failure to notify the **CONTRACTOR** of any specific item of non-performance or violation shall not serve to relieve the **CONTRACTOR** of its responsibility to operate the Facility in accordance with this Agreement and in compliance with Applicable Law and the permits.
- h. **CITY** shall make monthly payments to the **CONTRACTOR** for operation of the Facility as provided in this Agreement, and in accordance with the rates described in Section VII of **CONTRACTOR**'S proposal.
- i. **CITY** shall own the Project Site. **CITY** shall make a portion of the property available for use by the **CONTRACTOR** as described in the RFP and potentially amended by the Proposal.
- j. Whenever possible, **CITY** shall purchase from **CONTRACTOR** recycled material which **CITY** can utilize in its operations.
- k. As generated, the City shall deliver only Acceptable Waste to the Project Site.
- l. **CITY** will deliver separated loads of wood, metal and mixed bulky waste during its annual curbside bulky item collection to the extent that the City continues to offer this program.
- m. The **CITY**'s contact person for this Agreement shall be its Solid Waste Manager.
- n. **CITY** shall bring a minimum of 32,500 tons of acceptable waste per year. In the event that **CITY** fails to bring such minimum amount, it shall be invoiced by

CONTRACTOR at the end of the year for any delinquency. **CITY** shall have sixty (60) days to pay the invoice

- o There will be no increase in vehicle utilization of the existing scale other than **CONTRACTOR'S** outbound weights for all **CONTRACTOR** products/materials without the installation of a second scale by the **CITY**, unless otherwise agreed to by **CITY** and **CONTRACTOR**
- p. **CITY** will weigh every outbound load including all of **CONTRACTOR'S** finished goods.

2.11 Term of Agreement.

- 2.11.1 Work at the Project Site by **CONTRACTOR** shall begin on the Effective Date.
- 2.11.2 Unless this Agreement is sooner terminated under Section 3.3 hereof, this Agreement shall terminate October 31, 2010. This Agreement may be renewed at the option of the **CITY** for an additional five (5) year period.

2.12 Payments to CONTRACTOR **CONTRACTOR** shall submit a correct and accurate invoice to the **CITY** on or before the twentieth day of each month for the Work completed the preceding month.

2.13 Rate Structure. The rate structure existing must stay in effect for all **CITY** residents, businesses and third party customers unless otherwise agreed to by **CITY** and **CONTRACTOR**.

3. GENERAL CONTRACT PROVISIONS.

3.1 Indemnity.

- 3.1.1 General The **CONTRACTOR** shall indemnify, defend and hold harmless **CITY**, its officers, employees, representatives and agents, from and against any and all claims, actions, losses, damages, injuries, liabilities, costs and expenses of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury to persons, including death, or damage to property relating to or incidental to **CONTRACTOR'S** operation of the Facility or **CONTRACTOR'S** performance of all other obligations under this Agreement, whether by the **CONTRACTOR** or any of its subcontractors, on or after the effective date, but excluding any and all claims, actions, losses, damages, injuries, liabilities, costs and expenses of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury to persons, including death, and damage to property related to **CITY'S** operation of the Facility prior to the effective date. **CITY** shall indemnify, defend and hold harmless the **CONTRACTOR**, its officers, employees, representatives and agents, from and against any

- 3.2.1 Comprehensive general liability, including coverage for premises/operations, products/completed operations, contractual and independent contractors coverage. Coverage shall be in the minimum amount of Three Million Dollars (\$3,000,000) combined single limit for bodily or personal injury, death and property damage. The CITY shall be named as additional insured as owner.
- 3.2.2 Automobile liability insurance in an amount of not less than One Million Dollars (\$1,000,000), including coverage for all owned, non-owned and hired autos. CITY shall be named as additional insured.
- 3.2.3 Worker's compensation insurance including employers liability coverage, in compliance with Maine law.
- 3.2.4 Environmental liability or pollution policy in the minimum amount of Three Million Dollars (\$3,000,000) protecting the CONTRACTOR and the CITY against claims arising from the abatement, clean up and disposal of hazardous waste, naming the City of Portland as an additional insured.

The Contractor's comprehensive general liability policy shall be written on an occurrence form and shall include contractual liability on a blanket or specific basis to cover the indemnification contained in Section 4.1 hereof. All insurance hereunder, except for worker's compensation, shall also name CITY, its officials, officers and employees as additional insured for liability arising out of operations performed by the CONTRACTOR for CITY pursuant to this Agreement.

All insurance shall be written by a company or companies licensed to do business in the State of Maine. Prior to the effective date, certificates evidencing the maintenance of said insurance shall be furnished to CITY.

All insurance shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until forty-five (45) days after receipt of written notice by CITY. Replacement certificates of insurance shall be delivered to CITY prior to the effective date of material alteration or cancellation of any such insurance.

- 3.2.5 Subcontractors. CITY may require that all professional firms procured pursuant to the provisions of Section 2.4(f) or procured to perform the construction and site development work at the Facility to obtain comprehensive general liability insurance in an amount not to exceed One Million Dollars (\$1,000,000) to protect the CONTRACTOR, any subcontractor performing services covered by this Agreement and CITY from claims and damages that may arise from the errors, omissions or negligence of the CONTRACTOR or its subcontractors or consultants, if any, in the performance of services under this Agreement.

3.3 Termination.

- 3.3.1 For cause Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for thirty (30) days after the other party has given the party breaching or defaulting written notice of such breach or default, the other party may (i) terminate this Agreement as of any date, (ii) cure the breach or default at the expense of the breaching or defaulting party, and/or (iii) have recourse to any other right or remedy to which it may be entitled to by law or equity. The non-defaulting party's selection of any remedy specified herein shall not be construed as a waiver of any other rights at law or in equity related to the defaulting party's breach.

In the event that in the exercise of due diligence during the aforesaid thirty (30) day period a cure cannot be reasonably be effected, such thirty (30) day period shall be extended to include such additional time as is reasonably necessary to effect cure provided the defaulting party exercises continuous diligent efforts to cure such default during such extended cure period.

In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

- 3.3.2 Repeated defaults. In the event that the CONTRACTOR's record of performance shows that the CONTRACTOR has frequently, regularly or repetitively failed to perform any condition, act or service required herein to be kept and performed by the CONTRACTOR and regardless of whether the CONTRACTOR has corrected each individual condition of default, the CONTRACTOR may be deemed a "habitual violator" and all of said failures may be considered collectively to constitute a condition of default. CITY may thereupon issue the CONTRACTOR a final warning citing the circumstances therefor, and any subsequent single failure or default by CONTRACTOR after said warning shall be grounds for immediate termination of this Agreement. CITY shall have the right, upon notification of CONTRACTOR of Termination under this Section 4.3.2, to immediately assume operation of the Facility and CONTRACTOR shall fully cooperate with every request of CITY for the purpose of operational transition.
- 3.3.3 Interim operations In the event that this Agreement is terminated pursuant to Section 4.3.1 or Section 4.3.2, the CONTRACTOR shall continue operations for an interim period of up to one hundred twenty (120) calendar days if requested to do so by CITY in order to allow CITY to obtain the services of a successor contractor or to make arrangements to undertake operation of the Facility with its own forces. The CONTRACTOR shall be paid for its services during said interim period at the rates and factors set forth in the last payment schedule in effect prior to issuance of written final notice of termination.
- 3.3.4 Termination for convenience The CITY shall have the right to terminate this Contract at any time for its convenience on prior written notice to CONTRACTOR. If Contract should be terminated by CITY for such convenience, the CITY shall pay CONTRACTOR for all Work performed and all materials purchased, pursuant to this Contract, prior to the receipt of such notice.

3.3.5 **Non-Performance:** CONTRACTOR agrees that upon the non-performance by it of any of the covenants, heretofore or hereinafter mentioned, by it to be kept and performed, upon the filing of a voluntary petition in bankruptcy, the making of any general assignment for the benefit of creditors; or upon the occurrence of any act which operates to deprive it permanently of the rights, powers, and privileges necessary for the proper conduct and operation of the exclusive rights granted herein, or upon the abandonment and discontinuance of its operations, the CITY may, at its election, cancel this Agreement and enter and take possession of said premises. CONTRACTOR hereby waives any notice of such election, notice to quit possession of the premises or any demand for payment of the amounts agreed upon as the same become due, or for the performance of any covenants herein, or any demand for the possession of said premises, provided, however, that the failure of the CITY to declare this Agreement and exclusive privilege terminated upon default of CONTRACTOR for any of the reasons above set out shall not operate to bar, abridge, or destroy the right of the CITY to declare this Agreement null and void and at end upon any subsequent violation of the terms of this Agreement.

3.3.6 **Termination by CONTRACTOR.** In the event CITY fails to make payment to CONTRACTOR as required in this Agreement, CONTRACTOR may terminate this Agreement upon a thirty (30) day written notice, and shall be relieved of all further obligations hereunder.

4. NONDISCRIMINATION.

The CONTRACTOR will not, in its performance under this Agreement, discriminate or knowingly permit discrimination against any person on account of sex, race, age, creed, color, national origin or handicap, as proscribed by Applicable Laws.

5. NOTICES.

Notices of conditions or situations affecting the Work to be performed under this Agreement shall be given in writing between designated operating personnel of the CONTRACTOR and CITY. All other notices shall be given in writing, to be delivered by certified mail, to the parties at their respective addresses as set forth below:

If to the CONTRACTOR, at:

Commercial Paving & Recycling Company, LLC
2 Gibson Road
Scarborough, ME 04074

With a copy to:

WAYNE TUMLIN
BEENSTEIN STUR SANDER NELSON
100 WIDPLE ST
PORTLAND, ME 04101

If to CITY, at:

City of Portland
389 Congress Street
Portland, ME 04101
Attn: Joseph B. Gray, Jr., City Manager
Michael Bobinsky, Public Works Director

With a copy to:

Corporation Counsel
City of Portland
389 Congress Street
Portland, ME 04101

6. FORCE MAJEURE.

Provided that each party gives written notice to the other of such event, neither party shall be liable for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which, by exercise of due diligence, it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to, the following:

- a. acts of God, hurricane, tornado, lightning or earthquake;
- b. acts of war, civil insurrection or terrorism,
- c. fire or flood not caused by the party unable to perform; or
- d. injunctions, or restraining orders, judicial or governmental laws, regulations, requirements, orders, actions, or inaction, including the delays, revocation or suspension or failure to issue or to obtain or renew any permit, except where the order, action or inaction is due to the acts or omissions of the party claiming the existing of a force majeure hereunder

7. COMPLETE AGREEMENT.

This Agreement, its Appendices and Schedules hereto constitute the entire agreement and understanding of the parties.

8. PERSONNEL.

The CONTRACTOR hereby agrees it is an independent contractor, and that no person supplied by it in the performance of the Agreement shall be any employee of CITY and further agrees that no

rights of CITY's rules accrue to any such person. The CONTRACTOR shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other benefits and taxes and premiums appurtenant thereto of its employees in the performance of this Agreement

9. EQUAL EMPLOYMENT OPPORTUNITY.

The CONTRACTOR agrees to comply with the requirements of all applicable non-discrimination and equal employment opportunity statutes, including, but not limited to, the Code of Fair Practices and Affirmative Action, 5 M.R.S.A. § 784(2).

10. ASSIGNMENT.

This Agreement is assignable only upon the written consent of the other party and subject to such consent, shall be binding upon, and inure to the benefit of, the assignor's successors and assigns.

11. AMENDMENT.

This Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.

12. GOVERNING LAW AND VENUE.

This Agreement shall be interpreted and enforced pursuant to law of the State of Maine. Any action to interpret and/or enforce this Agreement shall be brought and maintained in the State of Maine.

13. ORDER OF PRECEDENCE.

This Agreement and the Schedules attached hereto shall be interpreted as one document. In the event of any conflict between provisions of this Agreement and those of the Proposals attached hereto, the provisions of this Agreement shall govern. In the event that the Proposals are more detailed than this Agreement, and not in conflict with this Agreement, the Proposals shall govern.

14. CONSTRUCTION.

Both parties acknowledge that they have had time to present 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 "Fertus Contra Proferentum" shall not be applied to the interpretation of this Agreement.

15. SAVINGS CLAUSE.

In the event that one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. TERMS GENERALLY.

Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include", and "including" as used herein shall be deemed to be followed by the following phrase "without limitation". The words "agree", "agreement", "consent", "establish", "impose" as used herein shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or delayed" except as specifically noted. Terms which are defined herein by reference to a statute, rule or regulation shall have the meaning ascribed to such term as of the effective date, without regard to subsequent changes in such statutes, rules or regulations except as specifically noted. The parties agree to reasonably cooperate with each other so as to allow each other to comply with their respective obligations hereunder.

17. AUTHORITY.

CITY represents and warrants that it has the power and authority to enter into this Agreement, that all necessary ordinances, resolutions and other approvals have been duly enacted or obtained, and that upon execution hereof by CITY, this Agreement shall become a valid and binding obligation of CITY.

18. DISPUTE RESOLUTION.

18.1 Establishment of procedures To help bring about a quick and efficient resolution of disputes arising under the terms of the Agreement and other matters which are collateral to such disputes which may arise under the terms of this Agreement in a timely and effective manner, the parties to hereby establish the procedures set forth below to be in existence and available for resolution of such disputes.

18.2 Arbitration of disputes, binding nature If the CONTRACTOR and CITY cannot agree as to any solution involving any dispute within a two (2) week period of time after written notice thereof with respect to any such matter(s), such failure to agree shall be deemed to be a dispute and, exclusive of any other remedy, following such period, CITY or the CONTRACTOR may, by written notice to the other party, bring the dispute to Binding Arbitration. In such event, the Arbitrator shall assume exclusive jurisdiction over the dispute and shall be required to make a final, binding determination, enforceable by a court of competent jurisdiction, not subject to appeal. Any dispute initiated hereunder shall be commenced by giving written notice to the other party of its intention to submit the dispute to the Arbitrator. Such notice shall contain a statement setting forth the nature of the dispute, the amount involved, if any the remedy sought and whether or not a hearing is requested. A copy of such notice shall be filed with the Arbitrator. Upon receipt by the Arbitrator, a

written acknowledgment of such receipt shall be forwarded to each party. The Arbitrator shall render a decision within twenty (20) days from either (1) the date of the closing of the hearing conducted by the Arbitrator, or (2) the final date for filing written documentation with the Arbitrator, in the absence of a hearing. Such decision shall, to the extent required, determine (A) whether the applicable duties and obligations under the terms of the Agreement were met, and (B) what, if any, damages or remedies are due or available to CITY or the CONTRACTOR, as the case may be, under the terms of the Agreement. In order to assist the Arbitrator in carrying out its assigned duties and responsibilities, the Arbitrator may (with the prior written approval of both parties) retain the services of all necessary experts or consultants, including, without limitation, engineering services, auditing and/or accounting services and legal services. The reasonable fees and expenses of such experts shall be shared equally by the CONTRACTOR and CITY.

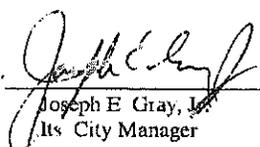
- 18.3 Selection of Arbitrator. The Arbitrator shall be selected by CITY with the approval of the CONTRACTOR (which shall not be unreasonably withheld). The Arbitrator shall have demonstrable prior experience with the design, construction and operation of facilities generally similar to the Facility and agreements similar in nature and scope to this Agreement. The Arbitrator shall have had no prior business relationship (advocate or adversary) with either CITY or the CONTRACTOR. Notwithstanding anything contained herein to the contrary, the Arbitrator may be replaced upon the written request of either party; provided however, that no such replacement shall be made with respect to any pending dispute.
- 18.4 Site of proceedings. Any proceedings which are held by the Arbitrator shall be held within the geographic boundaries of the City of Portland.
- 18.5 Continuation of performance. Unless otherwise agreed to in writing, the CONTRACTOR and CITY shall continue to perform their respective obligations under the terms of this Agreement during the pendency of any dispute resolution proceeding instituted under this Section 19.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first above written.

WITNESS

CITY OF PORTLAND

By _____


Joseph E. Gray, Jr.
Its City Manager

WITNESS

COMMERCIAL PAVING &
RECYCLING COMPANY, LLC

AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF PORTLAND
AND
COMMERCIAL PAVING & RECYCLING COMPANY, LLC

This Amendment to Agreement is made this 20th day of September, 2005, by and between the CITY OF PORTLAND (hereinafter "CITY") and COMMERCIAL PAVING & RECYCLING COMPANY, LLC (hereinafter "CONTRACTOR")

WHEREAS, the CITY and CONTRACTOR entered into an Agreement dated 9/13, 2005 for the provision of services relating to the operation and management of the CITY's demolition recycling center and transfer station, and

WHEREAS, said Agreement contemplated that CONTRACTOR would begin services on October 1, 2005 and that at the time of the commencement of it's services the recycling center and transfer station site would be a "clean" site, and

WHEREAS, it has become necessary to amend the scope of services of the agreement to address the cleanup of the recycling center and transfer station site;

NOW THEREFORE, the parties agree to amend the agreement dated 9/13/05 2005 (hereinafter "AGREEMENT") as follows.

1. **Scope of Services** CONTRACTOR shall provide services required by the CITY for processing and removing waste from the recycling center and transfer station site as described in it's proposal to CITY dated August 23, 2005. A copy of said proposal is attached hereto as Exhibit A and is incorporated herein by reference.
2. **Schedule** CONTRACTOR shall begin the services described in its proposal upon execution of this Amendment. CONTRACTOR shall undertake all reasonable efforts to perform the services and complete them within four (4) months from the date of the execution of this Amendment. CITY may extend the time period for completion of CONTRACTOR services upon request from CONTRACTOR; such approval shall not be unreasonably withheld.
3. **Payment Terms** For the provision of services pursuant to this Amendment to Agreement, CONTRACTOR shall be paid the sum of Two Million Eighty-Six Thousand Six Hundred Ninety-One Dollars and Sixty-Seven Cents (\$2,086,691.67) to be paid as follows:

CONTRACTOR shall be paid a sum of Eight Hundred Thousand Dollars (\$800,000) for the four (4) month period contemplated by this Amendment. Payment shall be made in four (4) equal installments of Two Hundred Thousand Dollars (\$200,000) each, payable on the 15th of each month.

In addition, commencing in month four (4) of the term of the AGREEMENT and through month sixty (60) of the term of the AGREEMENT CONTRACTOR shall be paid the

sum of Twenty-Nine Thousand Five Hundred Dollars (\$29,500.00) for work performed under the terms of this Amendment.

4. **Additional Services.** In addition to the services described in Paragraph 1 of this Amendment to Agreement, CONTRACTOR agrees that it will provide a site at the recycling center and transfer station facility for use by the Portland Fire Department for training as described in a letter dated September 7, 2005 from Portland Fire Chief, Fred LaMontagne, a true copy of which is attached hereto as Exhibit B and incorporated herein by reference.

5. **Surviving Terms.** Any and all terms of the original AGREEMENT not amended herein shall remain in full force and effect for the duration of this Amendment and the AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this Amendment to Agreement to be signed the day and date above written.

WITNESS

CITY OF PORTLAND

By: *Joseph E. Gray, Jr.*
Joseph E. Gray, Jr.
City Manager

WITNESS

COMMERCIAL PAVING &
RECYCLING COMPANY, LLC

Ting H. Lam
Ting H. Lam

By: *John W. [Signature]*
(Print or type name)
Its: *President / CEO*

O: OFFICE/CONTRACT Commercial Paving Amendment to Agreement.doc

APPROVED AS TO FORM:
[Signature]
CITY OF PORTLAND COUNCILS OFFICE

[Signature]
Approved:
Assistant City Manager



Amendment EXHIBIT A

Old-Fashioned Quality
Journeys Into The Future

2 Gibson Road, Scarborough, ME 04074
Ph: 207-883-3323 Fax: 207-883-1121
info@cprs.com • www.cprs.com

August 23, 2005

Via facsimile: 207-874-8816

Troy Moon, Solid Waste Manager
Department of Public Works
City of Portland
55 Portland Street
Portland, ME 04101

RE Transition Period

Troy,

As a follow up to our discussion Monday regarding transition onto the Riverside Transfer Station CPRC offers the following services to the City to begin the process of handling stockpiled materials that have, to date, been difficult or impossible for the current vendor to process / remove from the site. All of these alternatives are offered in the original spirit of recycling alternatives that CPRC proposed in our long term operation of the site. Given that these stockpiled materials are in significant excess of our original proposal, CPRC has addressed these activities to reflect the true costs of dealing with the sheer enormity of the stockpiles as well as looking to respond in a timely fashion to get the site moving in the direction of compliance with current DEP permits and closer to delivering as clean a site as possible as anticipated in the original RFP. To this end, CPRC proposes the following:

Asphalt Shingles:

CPRC shall mobilize its processing equipment & manpower to process the current stockpile of asphalt shingles on site (September / October). All material that is in the stockpile that is non-recyclable shall be moved to the current C&D stockpile and become the responsibility of the current vendor for processing / disposal. CPRC to bill the City a per unit price of **\$54.50 per ton** of processed shingles upon removal from the site.

Think Twice - Recycle

Inert / Street Sweepings / Unscreened Loam:

CPRC shall mobilize equipment and manpower sufficient to remove contaminants from the current stockpile and prepare for offsite shipping to an approved location for processing into recyclable aggregates (Beginning September 5, 2005). All material that is in the stockpile that is non-recyclable shall be moved to the current C&D stockpile and become the responsibility of the current vendor for processing / disposal. CPRC to bill the City a per unit price of \$23.50 per truck yard of processed material upon removal from the site.

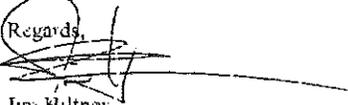
Transportation:

CPRC is prepared to redirect CPRC truck fleet (minimum 2 tractors w/ dump trailers available immediately) to work for the City hauling compost material from the Riverside facility to end markets as directed. CPRC to bill the City at a rate of \$83.50 per hour portal to portal for said services.

The above services are offered by CPRC to the City to begin the transition period leading up to November 1. Should the City request additional / expanded services prior to November 1, CPRC will accommodate the request(s) as needed. We look for your direction on the level of support you need from CPRC.

Please call to discuss at 883-3325x113 or 712-8832 at your convenience.

Regards,


Jim Hiltner
CPRC

CC: John Adelman
Jim Klein

Riverside Recycling Facility

Material	Cubic Yards	Compostable	Tons	Tons/Load	# Loads	Truck Yds/Load	# Yards	Total \$	\$/Ton
Street Sweep/Unrecycled Trash	18500	15	27750	30	925.0	35	52875	\$ 27.50	\$ 1,961,612.50
Shingles	18500	17	20350	30	678.3	65	37368	\$ 21.50	\$ 862,128.17
Total			3500		1503.3			\$ 54.00	\$ 1,907,750.70
			51600						\$ 2,769,861.67

Proposal:

- 1) Up Front Payment \$800,000 (City to Pay CPRC \$200,000 per month for first 4 months of activity)
- 2) Effective Month 4 City to Pay CPRC \$29,500.00 through Year 5 of Contract
- 3) CPRC to fully fund (CPRC supplied labor, equipment and licensed recyclable materials needed) Recycle Facility Site Improvements (net of building improvements or 2nd scale installation) as outlined in draft plan as well as fund pad development, (CPRC supplied labor, equipment and licensed recyclable materials needed) for Fire Department (net of cost to move fence and relocate donated house) for training facility
- 4) CPRC commits to utilize best efforts to fully remove Material (as outlined above) in 1st 4 months of operation facilitated by mobilization of separate equipment & personnel dedicated to these activities

Amendment EXHIBIT B

DRAFT

September 7, 2005

Randy McMullin
MEDEP
312 Canco Road
Portland, Maine 04103

Dear Mr. McMullin:

As you may be aware, the City of Portland Fire Department has an ongoing need for suitable training facilities for both new and existing staff. An opportunity has recently arisen to obtain an existing disused residential home for the use of the department in fire training exercises. However, due to pending sale of the property the structure must be removed from its existing location and re-located as soon as possible.

The urgent need for a new location for the structure was mentioned at a meeting held last Friday to discuss the transfer of operational responsibilities at the Riverside Street Solid Waste Transfer Facility. City of Portland staff and a representative from Commercial Paving and Recycling Company (CPRC) kindly offered the use of a parcel of land at the facility for re-location of the structure, and access for Fire Department training, pending approval from the Maine Department of Environmental Protection.

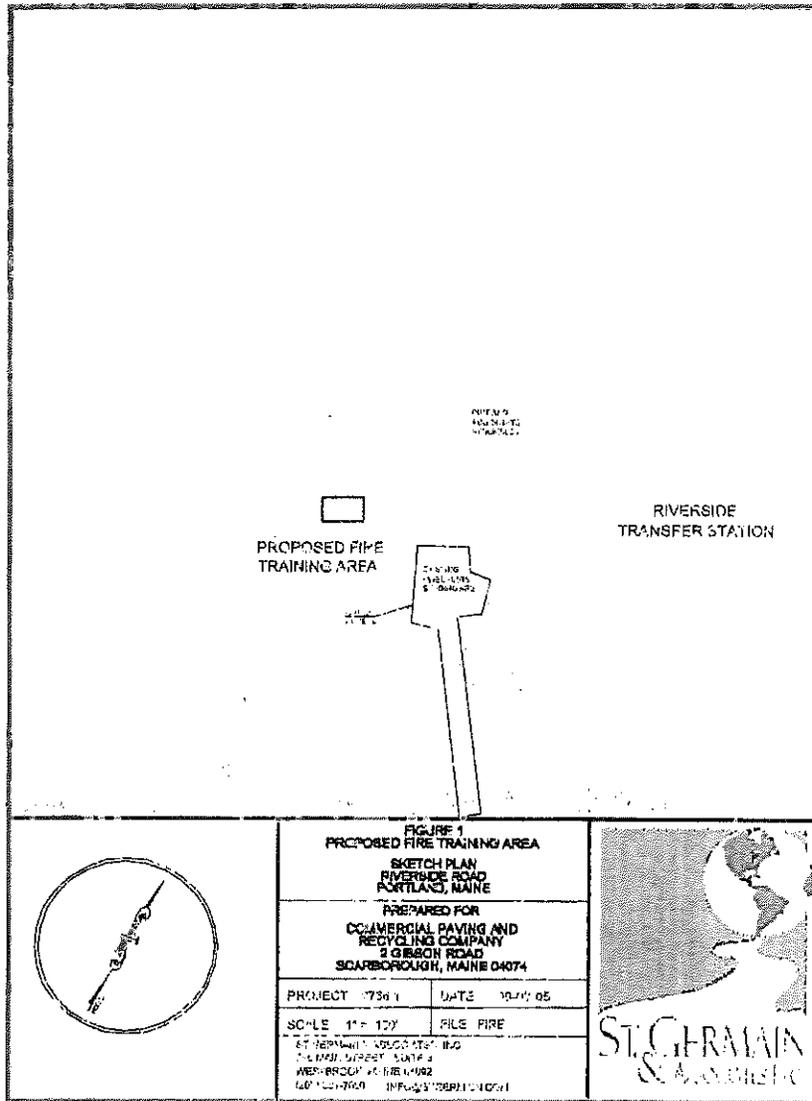
It was agreed that the somewhat level area to the north of the existing city street sweeping staging area at the west side of the facility would be most suitable (see enclosed site sketch). A stable, level pad will need to be provided on which to set the structure and park fire trucks, and the fence surrounding the facility would be re-located to enclose the training area and prevent unauthorized access. This would provide an ideal location for our current needs and until a future more permanent site can be secured. Training activities at the site would generally comprise filling the structure with smoke, depicting fire fighting equipment, and undertaking ingress and egress drills (see enclosed training manual). We do not intend to burn this structure on an on-going basis. Once the building exceeds its useful purpose, the building will be razed and replaced with a similar building to be donated in the future. The used-up buildings will either be burned or razed as is with the remains properly disposed by the city's transfer facility.

On behalf of the City of Portland Fire Department, I am therefore confirming a conversation between you and Mark St Germain of St Germain & Associates, Inc. on Friday, September 2, 2005 where by you agreed that locating a training facility as described above is acceptable to the MEDEP. Should this understanding not be correct please contact me at ????????

Sincerely,

Fred LaMontagne
Chief, Portland Fire Department

c: Troy Moon, City of Portland
Jim Hillner, CPRS
Mark St Germain, St Germain & Associates



**SECOND AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF PORTLAND
AND
COMMERCIAL PAVING & RECYCLING COMPANY, LLC**

This Amendment to Agreement is made this 29th day of December, 2006, by and between the **CITY OF PORTLAND** (hereinafter "**CITY**") and **CPRC MANAGEMENT COMPANY, LLC** (hereinafter "**CONTRACTOR**").

WHEREAS, the **CITY** and **COMMERCIAL PAVING AND RECYCLING COMPANY, LLC** (hereinafter "Commercial Paving") entered into an Agreement dated September 14, 2005, as amended by an Amendment to the Agreement dated September 20, 2005, for the provision of services relating to the operation and management of the **CITY**'s demolition recycling center and transfer station, and

WHEREAS, Commercial Paving reorganized on June 6, 2006, creating a new entity called CPRC Management Company, LLC, which was responsible for Commercial Paving's transfer station management business, and

WHEREAS, it has become necessary to amend the contract to reflect the responsibility of Contractor for operation and management of the **CITY**'s demolition recycling center and transfer station, and

WHEREAS, said Agreement contemplated that **CONTRACTOR** would begin services on October 1, 2005 and that said Agreement would expire after a five-year term unless renewed by the City, and

WHEREAS, it has become necessary to amend both the contract term and the agreed upon rates charged to the City, based on changed economic conditions and conditions at the recycling center and transfer station site,

NOW THEREFORE, the parties agree to amend the agreement dated September 14 2005, including any referenced proposals and as amended by an Amendment to the Agreement dated September 20, 2005 (collectively referred to hereinafter as the "**AGREEMENT**") as follows:

1. **Transfer of Responsibility.** All responsibilities and liabilities of the Agreement previously attributable to Commercial Paving and Recycling Company, LLC hereinafter are attributable to CPRC Management Company, LLC. All references in the Agreement to "Contractor" hereinafter refer to CPRC Management Company, LLC.

2. **Term of Agreement.** Notwithstanding any provisions of the Agreement to the contrary, the Agreement is for one ten-year term, beginning on October 1, 2006 and terminating on September 30, 2016. The Agreement may be renewed for one additional ten-year term upon mutual agreement of the City and the Contractor. On October 1, 2010 or soon thereafter, the

City and the Contractor shall meet to formally discuss and assess all issues and operational matters relating to the agreement, including but not limited to issues covered by this amendment.

3 **Rates to be Paid by City** Notwithstanding any provisions of the Agreement to the contrary, City shall pay to Contractor the following rates for services:

a. For services related to Inert Material: \$5.00 per ton in the year beginning October 1, 2006 and ending September 30, 2007, and increasing according to the CPI escalator adjustments specified in the Agreement each year thereafter.

b. For services related to Yard Waste: \$28.00 per ton in the year beginning October 1, 2006 and ending September 30, 2007, \$30.00 per ton in the year beginning October 1, 2007 and ending September 30, 2008, \$35.00 per ton in the year beginning October 1, 2008 and ending September 30, 2009, and increasing according to the CPI escalator adjustments specified in the Agreement each year thereafter.

c. For services related to all other non-Universal Waste: \$48.00 per ton in the year beginning October 1, 2006 and ending September 30, 2007, and increasing by no more than the CPI escalator adjustments specified in the Agreement each year thereafter.

d. Credit due the City: Credit due to the City as a result of adoption of these amended rates retroactively to October 1, 2006 will be applied by the Contractor as equal monthly credits against billings from the Contractor to the City during the months of January 2007 through June 2007.

4 **Royalties to be Paid by Contractor** Notwithstanding any provisions of the Agreement to the contrary, in the year beginning on October 1, 2006 and ending September 30, 2007 and in each year of the Agreement thereafter, the Contractor shall pay to the City a royalty of \$5.00 per ton for materials, other than Inert Material and Yard Waste, outbound beyond 40,000 tons per year.

5 **Installation of Second Scale** The Contractor shall purchase a second scale and install that scale at the Riverside Recycling Facility no later than September 30, 2008.

6 **Early Termination; Reimbursement** The parties recognize that the Contractor has significantly improved the site conditions at the Riverside Recycling Facility, both operationally and through capital investment. In the event that the City terminates the Agreement for convenience prior to September 30, 2016, the City shall reimburse the Contractor for 100% of the non-amortized portion of these site improvements, including the cost of the second scale and its installation.

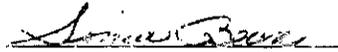
7 **Performance Bond** In recognition of operational and site improvements performed by the Contractor, notwithstanding any provisions of the Agreement to the contrary, the Contractor shall be required to post an annual performance bond of \$250,000 rather than \$500,000.

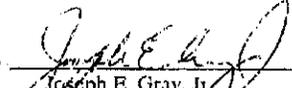
8. **Surviving Terms** Any and all terms of the original AGREEMENT not amended herein shall remain in full force and effect for the duration of this Amendment and the AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Amendment to Agreement to be signed the day and date above written

WITNESS

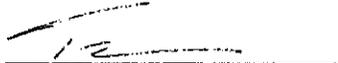
CITY OF PORTLAND

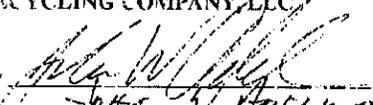
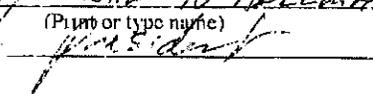


By 
Joseph E. Gray, Jr.
(Its City Manager)

WITNESS

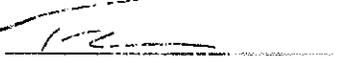
COMMERCIAL PAVING &
RECYCLING COMPANY, LLC

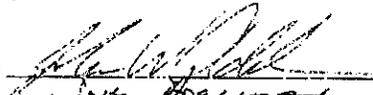
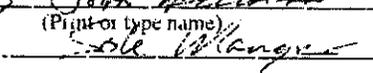


By 
Peter W. Hollander
(Print or type name)
Its 
President

WITNESS

CPRC MANAGEMENT COMPANY,
LLC



By 
John Baccaro
(Print or type name)
Its 
Sole Manager

**THIRD AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF PORTLAND
AND
COMMERCIAL PAVING & RECYCLING COMPANY, LLC**

This Amendment to Agreement is made this 25th day of October, 2007, by and between the **CITY OF PORTLAND** (hereinafter "CITY") and **CPRC MANAGEMENT COMPANY, LLC** (hereinafter "CONTRACTOR")

WHEREAS, the CITY and **COMMERCIAL PAVING AND RECYCLING COMPANY, LLC** (hereinafter "Commercial Paving") entered into an Agreement dated September 14, 2005, as amended by an Amendment to the Agreement dated September 20, 2005 and a Second Amendment to the Agreement dated December 29, 2006, for the provision of services relating to the operation and management of the CITY's demolition recycling center and transfer station, and

WHEREAS, Commercial Paving has been unable to secure a performance bond in the amount of \$250,000, as required by said Second Amendment to the Agreement, and

WHEREAS, In order for the City and Commercial Paving to continue in their contractual relationship, the City needs financial assurance and recourse in the absence of the required performance bond,

NOW THEREFORE, the parties agree to amend the agreement dated September 14, 2005, including any referenced proposals and as amended by an Amendment to the Agreement dated September 20, 2005 and a Second Amendment to the Agreement dated December 29, 2006 (collectively referred to hereinafter as the "AGREEMENT") as follows:

1. **Withholding of Payments in Lieu of Performance and Payment Bonds** In lieu of providing an annual performance bond of \$250,000 and an annual payment bond of \$250,000 as required by the Agreement, Commercial Paving consents to the following:

a. In the event that the City terminates the Agreement for Non-Performance pursuant to Section 3.3.5 of the Agreement, the City may withhold the monthly payments described in Section 3 of the Amendment to the Agreement dated September 20th, 2005 (the "monthly payments"), up to a total withheld amount of \$500,000.

b. If the City has not terminated the Agreement for Non-Performance pursuant to Section 3.3.5 of the Agreement as of the beginning of the 4th month of the monthly payments term, the City may withhold the final seventeen monthly payments for a total withheld amount of \$501,500 until such time as the term of the Agreement is complete and Commercial Paving has satisfactorily completed its obligations under the Agreement.

c. If at any time during the term of the Agreement Commercial Paving provides proof that it has posted a \$250,000 performance bond and a \$250,000 payment bond, paragraphs

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Page 1 of 2

(a) and (b) of this Section shall be suspended and shall remain inoperative for the time during which the performance bond is effective

2. **Surviving Terms** Any and all terms of the AGREEMENT not amended herein shall remain in full force and effect for the duration of this Third Amendment and the AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Amendment to Agreement to be signed the day and date above written

WITNESS

Jeath Rosard

CITY OF PORTLAND

By Joseph E. Gray, Jr.
Joseph E. Gray, Jr.
Its. City Manager

WITNESS

Wanda M. Barney

COMMERCIAL PAVING &
RECYCLING COMPANY, LLC

By John W. Adelman
John Adelman
Its. President / CEO

WITNESS

Wanda M. Barney

CPRC MANAGEMENT COMPANY,
LLC

By John W. Adelman
John Adelman
Its. Sole Manager

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Page 2 of 3

- c. If CITY DPS and E-card waste equals less than Twenty Thousand (20,000) tons in any contract year, CONTRACTOR shall credit CITY per ton in the following contract year an amount equal to the prior year tonnage shortfall multiplied by the prior year rate per ton as calculated in 2b above.
- d. CONTRACTOR shall submit invoices to CITY for payment installments as agreed to by the parties.

3. **Royalties.** All Royalty and other Payment Provisions by CONTRACTOR to the CITY in the Agreement shall be replaced with the following; CONTRACTOR shall pay CITY a royalty of Two Dollars (\$2.00) per ton of total non-DPS and E-Card waste delivered to the Facility in excess of Fifty Thousand (50,000) tons in any contract year.

4. **E-Card Administration and Density Conversions.** CITY shall be responsible for the administration of the CITY's E-Card program. Density conversions of yards to tons that will be utilized for E-Card tracking purposes are as set forth in Attachment A to this Amendment.

5. **Scale Software.** CONTRACTOR shall provide the CITY access to the scale information in the scale software. Said access to the software and the scale information shall not be unreasonably withheld.

6. **Storage of Waste.** CONTRACTOR may store up to Twenty Thousand (20,000) tons of unprocessed oversized bulky waste ("OBW") at the Facility at any one time during the term of the Agreement. If CONTRACTOR stores an amount of OBW in excess of Twenty Thousand (20,000) tons at any time during the term of the Agreement, CONTRACTOR shall provide a written explanation of said storage and shall remove said excess waste by a certain date determined by CITY. CONTRACTOR's failure to remove said excess waste by a certain date determined by CITY shall be grounds for termination of the Agreement.

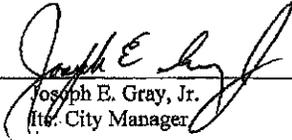
7. **Unacceptable Waste.** CONTRACTOR shall be responsible for the removal and cost of disposal of unacceptable waste delivered to the site by a customer after June 1, 2009 that is not identified by scale personnel. Such waste becomes the responsibility of CONTRACTOR. Unacceptable waste includes hazardous waste, medical waste, food waste and liquid waste.

8. **Surviving Terms.** Any and all terms of the Agreement not amended herein shall remain in full force and effect for the duration of this Fourth Amendment and the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to Agreement to be signed the day and date above written.

WITNESS

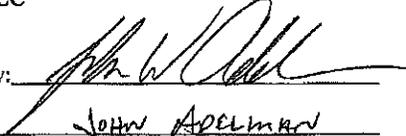
CITY OF PORTLAND

By: 
Joseph E. Gray, Jr.
Its: City Manager

WITNESS



CPRC MANAGEMENT COMPANY,
LLC

By: 
John Appelmann
(Print or type name)
Its: Sale Manager


Finance Director

**FIFTH AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF PORTLAND
AND
CPRC MANAGEMENT COMPANY, LLC**

This Amendment to Agreement is made this 3rd day of November, 2011, by and between the CITY OF PORTLAND (hereinafter "CITY") and CPRC MANAGEMENT COMPANY, LLC (hereinafter "CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR entered into an Agreement dated September 14, 2005, as amended by an Amendment to the Agreement dated September 20, 2005, a Second Amendment to the Agreement dated December 29, 2006, a Third Amendment to the Agreement dated October 25, 2007, and a Fourth Amendment to the Agreement dated June 4, 2009 for the provision of services relating to the operation and management of the CITY's demolition recycling center and transfer station ("Facility"); and

WHEREAS, said Agreement requires CONTRACTOR to receive all Acceptable Waste and reject all Unacceptable Waste; and

WHEREAS, CITY desires to add compostable organic waste to the definition of Acceptable Waste in order to allow for the composting of said waste at the Facility;

NOW THEREFORE, the parties agree to amend the agreement dated September 14, 2005, including any referenced proposals and as amended by an Amendment to the Agreement dated September 20, 2005, a Second Amendment to the Agreement dated December 29, 2006, a Third Amendment to the Agreement dated October 25, 2007, and a Fourth Amendment to the Agreement dated June 4, 2009 (collectively referred to hereinafter as the "Agreement") as follows:

1. **Definition of Acceptable Waste.** The definition of Acceptable Waste shall be amended to include "compostable organic waste, including food waste."
2. **Royalties.** Compostable organic waste received at the Facility shall not be included in the total tonnage of non-DPS and E-card waste for purposes of determining royalties owed to the CITY.
3. **Surviving Terms.** Any and all terms of the Agreement not amended herein shall remain in full force and effect for the duration of this Fourth Amendment and the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to Agreement to be signed the day and date above written.

WITNESS

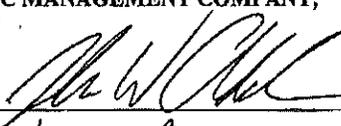
CITY OF PORTLAND

By: 
Mark H. Rees
Its: City Manager

WITNESS



CPRC MANAGEMENT COMPANY,
LLC

By: 
JOHN ADELMAN
(Print or type name)
Its: Sole Manager

O:\OFFICE\CONTRACT\Commercial Paving 5th Amendment to Agreement 10.26.11.doc

**SIXTH AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF PORTLAND
AND
CPRC MANAGEMENT COMPANY, LLC**

This Amendment to Agreement is made this 20th day of August, 2012, by and between the CITY OF PORTLAND (hereinafter "CITY") and CPRC MANAGEMENT COMPANY, LLC (hereinafter "CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR entered into an Agreement dated September 14, 2005, as amended by an Amendment to the Agreement dated September 20, 2005, a Second Amendment to the Agreement dated December 29, 2006, a Third Amendment to the Agreement dated October 25, 2007, and a Fourth Amendment to the Agreement dated June 4, 2009, and a Fifth Amendment to the Agreement dated November 3, 2011 (collectively referred to hereinafter as the "Agreement"), for the provision of services relating to the operation and management of the CITY's demolition recycling center and transfer station ("Facility"); and

WHEREAS, said Agreement, by its incorporation of the specifications in the Request for Proposals by Section 2.1 of the Agreement, requires CONTRACTOR to provide the CITY with a Performance Bond and a Payment Bond (see Section 1.6 of that Request for Proposals); and

WHEREAS, the aforementioned Second Amendment and Third Amendment, established that the amounts of said Performance Bond and Payment Bond are each \$250,000.00, but that in lieu of annually providing such Bonds, the CITY with CONTRACTOR'S consent would hold \$500,000.00 which was otherwise due from the CITY to the CONTRACTOR; and

WHEREAS, the CITY and CONTRACTOR wish to further modify this Bond requirement, to allow another alternative method of security, namely the CONTRACTOR providing the CITY an irrevocable letter of credit in the amount of \$500,000.00, on the terms described herein;

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. **Irrevocable Letter of Credit in Lieu of Performance and Payment Bonds.** As a further alternative to the withholding of a total amount of \$500,000.00 as made part of the Agreement by the Second Amendment to Agreement, in lieu of providing an annual performance bond in the amount of \$250,000.00 and annual payment bond in the amount of \$250,000.00 as required by the Agreement, the CONTRACTOR may provide the CITY with an irrevocable letter of credit in the amount of \$500,000.00 from a lending institution acceptable to the City, which must provide that that institution will pay the amounts which the CITY's Finance Director certifies is owed to it immediately upon presentation to said institution of a certificate from said Finance Director stating the same. The terms and provisions of such irrevocable letter of credit must be acceptable to the City of Portland's Corporation Counsel, and such letter of credit must remain in place

for the term of the Agreement, or until said Corporation Counsel certifies that the CONTRACTOR has provided in place of said letter of credit, either actual cash funds in the amount of \$500,000.00 to be held as security, or the bonds required by the Agreement.

2. **Reaffirmation of the Agreement.** In all other respects, the Agreement is hereby ratified and reaffirmed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to Agreement to be signed the day and date above written.

WITNESS

Sonia Bean

CITY OF PORTLAND

By: *Mark H. Rees*
Mark H. Rees
Its: City Manager

WITNESS

Paul Adams

CPRC MANAGEMENT COMPANY, LLC

By: *John Adelman*
John Adelman
Its: Sole Manager

Approved as to form:

[Signature]
Corporation Counsel's Office

Approved as to funds:

Suzanne Knight
Budget Office

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/26/2012

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

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

PRODUCER Cross Insurance-Portland 2331 Congress Street PO Box 567 Portland ME 04112		CONTACT Hops Cote PHONE: (207) 780-1677 FAX: (207) 780-6377 E-MAIL: hcote@crossagency.com ADDRESS:	
INSURED CPRC Group, LLC 70 Pleasant Hill Road Scarborough ME 04074		INSURER(S) AFFORDED COVERAGE INSURER A: Acadia Insurance Company NAIC # 31325 INSURER B: Maine Employers Mutual Ins Co 11149 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1261567689 REVISION NUMBER:

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

TYPE OF INSURANCE	ADDRESSES	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPI. DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input checked="" type="checkbox"/> LOC		CPA0345939-12	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALLOWED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NONOWNED AUTOS		CAP0345940-12	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAMS-MADE DED: <input checked="" type="checkbox"/> RETENTION: \$ 0		CJA0345941-12	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If Yes, describe below DESCRIPTION OF OPERATIONS below	N/A	1B10082949	10/1/2011	10/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYER \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
Leased/Rented Equipment		CPA0345939-12	7/1/2012	7/1/2013	\$600,000 Special Form \$1,000 ded.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: 910 Riverside Street, Portland, ME.
 Coverage includes AIG Pollution policy #PLC1401999 2/7/10-12 \$3,000,000 Limit with a \$25,000 Deductible.
 City of Portland is Additional Insured.

CERTIFICATE HOLDER City of Portland Attn: Mike Bobinsky 389 Congress Street Portland, ME 04101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Hops Cote/BAC <i>Hops Cote</i>
---	--

ACORD 25 (2010/06) INS25 00004101 © 1988-2010 ACORD CORPORATION. All rights reserved.
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Facility: Riverside Recycling Facility

Reporting Year: 2015

Please use the following waste types as applicable to your facility:

- | | |
|--|--|
| 1. Mixed CDD (may include building materials, furniture and carpet, asphalt, wall board, pipes, metal conduit, etc.) | 11. Metals - non-ferrous |
| 2. Landclearing debris (brush, stumps, bark) | 12. Metals - mixed |
| 3. Clean lumber (free from metals, plastics and coatings) | 13. Tires |
| 4. Treated wood | 14. Vehicle batteries |
| 5. Asphalt roofing & shingles | 15. Plastics |
| 6. Sheetrock/wallboard/gypsum | 16. Mixed paper & corrugated cardboard (OCC) |
| 7. Furniture | 17. Coal, oil or multifuel boiler ash |
| 8. Carpet | 18. Oil-contaminated soil, gravel, other aggregate |
| 9. Glass (describe type or source) | 19. Sandblast grit |
| 10. Metals - ferrous | 20. Catch basin grit & street sweepings |
| | 21. Other (describe) |

Waste type received	Origin by state or province	Amount received (break out by state/province)	Amount processed	Unit of Measure
Mixed CDD	ME	25340.96	25340.96	Ton
Landclearing debris	ME	4915.69	4915.69	Ton
Clean Lumber	ME	1453.39	1453.39	Ton
Asphalt Roofing & Shingles	ME	3465.26	3465.26	Ton
Sheetrock/wallboard/gypsum	ME	1,065.75	1,065.75	Ton
Glass	ME	45.54	45.54	Ton
Metals -ferrous	ME	1,210.64	1,210.64	Ton
Metals - non-ferrous	ME	99.41	99.41	Ton
Tires	ME	39.08	39.08	Ton
Vehicle batteries	ME	12,600	12,600	Lbs
Mixed paper & corrugated cardboard	ME	2.1	2.1	Ton
Catchbasin grit & street sweepings	ME	6080.50	6080.50	Ton
Inert/unscreened loam	ME	10039.00	10039.00	Ton
E-waste	ME	356,409	356,409	Lbs

Explanatory notes and comments:
 RRF is a City of Portland owned facility that is operated by CPRC Management, LLC. RRF operations are conducted as a transfer station where material is source separated and repackaged for shipment to other facilities for ultimate disposition (recycling or disposal).

Facility: Riverside Recycling Facility

Reporting Year: 2015

E. Summary of recyclables and residue wastes shipped. Enter the description and amounts of any recyclables and wastes that were shipped off-site, and the destination facilities.

Recyclable or waste type (use types as listed in I.A.)	Destination State or Province	Weight	Unit of Measure	Destination facility
CDD	ME	24208.99	Ton	Juniper Ridge Landfill
CDD	ME	2106.12	Ton	Crossroads Landfill
Brush	ME	3653.35	Ton	MB Bark
Metal	ME	1,271.50	Ton	Schnitzer
Metal	ME	48.02/17.88	Ton	E Perry/Grimmel
Sheetrock	ME	1263.55	Ton	MB Bark
Asphalt Shingles	ME	3805.40	Ton	CPRC
OCC	ME	205.28	Ton	Goodman
Yard Waste	ME	2562.09	Ton	MB Bark
Inert	ME	10,626.08	Ton	CPRC
Glass	ME	4554	Ton	CPRC
E-waste	ME	356,401	Lbs	E-waste

F. Recycling and beneficial use demonstration. Describe and demonstrate that all wastes accepted at the facility have been recycled or processed into fuel for combustion to the maximum extent practicable. For this demonstration, "recycle" includes but is not limited to: reuse of waste as shaping, grading or alternative daily cover at landfills; aggregate material in construction; and boiler fuel substitutes. This must include:

- A narrative with a detailed comparison of the wastes accepted at the facility, products and secondary materials produced for recycling/reuse, and residues leaving the facility for disposal.
- A calculated recycling rate for the past year, and a discussion of this recycling rate, including a specific explanation of why that rate represents recycling to the maximum extent practicable, and an explanation and justification for why wastes and residues disposed over the preceding year could not be recycled or reused.
- A demonstration that the facility and its operations are consistent with the recycling provisions of the state waste management and recycling plan as defined at 38 MRS §1303-C(35).

(This item is not applicable to processing facilities that do not generate residues requiring disposal.)

RRF is managed by CPRC Management on behalf of the City of Portland. The facility operates by accepting a vast array of waste materials that are sorted and separated by both mechanized and manual processes. Source separated materials are sent to designated staging areas on site where they are later loaded and sent to their specific destinations for either recycling / beneficial reuse or ultimate disposal. RRF calculated recycling rate is 47.2% calculated as 23,498.59 tons recycled.

In addition:

Municipal Universal Waste Annual Report attached.

Facility: Riverside Recycling Facility

Reporting Year: 2015

G. Summary of end-of-year on-site storage. Enter the amounts of products, recyclables, and wastes stored on site as of 12/31.

Type of product, recyclables and waste stored on site as of 12/31	Weight (tons)	
CDD (approximate)	400 Tons	(If converting from cubic yards, use conversion factors from Table 1 of <i>Characterization of Construction/Demolition Debris by the Visual Estimation Method for Use by Solid Waste Processing Facilities</i> , available on-line at www.maine.gov/dep/waste/solidwaste/index.html under "Additional Information and Guidance".
Inert (approximate)	600 Tons	
Yard Waste/Brush (approximate)	250 Tons	

2. Operations

Provide a summary of the processing operation including: a summary of complaints received by the facility during the previous year, a discussion of any odor problems, and any other problems encountered, and follow-up actions taken to address complaints and other identified problems.

There were no odor complaints received in 2015 from the processing operation. There were negligible materials in stockpile at the facility at the end of 2015.

3. Alterations to the facility operations and site

A description of changes to the facility site or operations that have occurred during the reporting year, and as-built plans as applicable. Also, changes to minor aspects of the facility site proposed to be changed in the current year may be described.

The berms located around the back and front of the compost area were hydro seeded in 2015.

Facility: Riverside Recycling Facility

Reporting Year: 2015

4. Monitoring (if facility has a monitoring plan).

A summary and evaluation of past year's monitoring results, monitoring program and equipment; recommended changes may be submitted. Attach additional sheets or provide a separate attachment if additional space is needed.

Monitoring Results

Quarterly visual storm water monitoring attached inspection reports attached.

Monitoring Program

Monthly CDD loads inspections are conducted and documented. These forms are kept in a central file at CPRC Scarborough and are available upon request.

Equipment

N/A

Proposed changes (if any)

N/A

I have examined this report and to the best of my knowledge and believe, said report is true, correct and complete.

Signature of person completing this form _____

Printed name of person completing this form _____

Tracy Moon

PLEASE ATTACH ADDITIONAL PAGES AS NEEDED

Revised 12/16/2014

Page 6 of 6



Standard Operating Procedure
Bureau of Land and Water Quality
Attachment B
Date: April 20, 2006
Revised: February 1, 2012
Doc Number: DEPLW0768

Visual Monitoring Form

Facility Name: <u>Riverside Recycling</u>	Sampler's Name: <u>K. Scott McFarland</u>					
Facility Address: <u>916 Riverside St.</u> <u>Portland Me 04103</u>	MSGP Permit Number: _____					
72 Hours Since last Measurable Storm? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
Measurable Discharge from outfall? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
Outfall Number	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>		
Observation Time	<u>9:10 AM</u>	<u>10:10 AM</u>	<u>9:15 AM</u>	<u>9:20 AM</u>		
Est. Time from Onset of Runoff						
Discharge Type (rain, snow melt or ice melt)						
Sample Volume (ml)						
Color						
Odor						
Clarity						
Floating Solids*						
Settled Solid*						
Suspended Solid*						
Foam						
Oil Sheen						
Possible Source of Any Observed Contamination						
*Enter a description of corresponding criteria for each outfall in the General Comments section of this document.						
Under penalty of law I certify that these statements are true and correct pursuant to the terms and conditions stated in the MPDES Multi-Sector General Permit for Stormwater Discharges Associated with Industrial Activity.						
Sample's Signature: <u>K. Scott</u>			Date: <u>3-30-15</u>			



Standard Operating Procedure
Bureau of Land and Water Quality
Attachment B
Date: April 20, 2006
Revised: February 1, 2012
Doc Number: DEPLW0768

General Comments

In the comments section, enter physical description of floating, settled, and suspended solids for each outfall sampled. Enter general comments on the condition and appearance of each outfall in the comments section also as indicated in the instructions.

Outfall 1	Comments: <u>No measurable outflow</u>
Outfall 2	Comments: <u>Not accessible due to snow.</u>
Outfall 3	Comments: <u>no measurable outflow</u>
Outfall 4	Comments: <u>No measurable outflow</u>
Outfall 5	Comments:
Outfall 6	Comments:

Quarterly Site Compliance Evaluation/Inspection

Name of Qualified Inspector(s)
Completing Evaluation/Inspection:

K. Scott MacFarland

Date: 3-30-15

Date:

Are industrial materials, residue, or trash on the ground?
if yes, state corrective action

Picked up.

Yes

No

Date corrective action was completed

3-30-15

Are there any leaks or spills from industrial equipment, drums, barrels, tanks or containers onsite?

Yes

No

If yes, state corrective action

Date corrective action was completed

Is there offsite tracking of industrial materials or sediment where vehicles enter or exit the site?

Yes

No

If yes, state corrective action

Date corrective action was completed

Is there blowing or whirling of raw, final, or waste materials?

Yes

No

If yes, state corrective action

Picked up
Date corrective action was completed over the past 2 weeks.

DEPLW1213

Are all stormwater BMPs identified in the SWPP operating correctly? if no, state corrective action	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Date corrective action was completed		
Are additional BMPs required for potential pollutants or an industrial activity if yes document & update SWPPP if yes, state corrective action	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Date corrective action was completed		
Are there signs of erosion in stormwater conveyances or at outfalls? if yes, state corrective action	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Date corrective action was completed		
Evidence of industrial material, residue, trash or sediment in stormwater conveyance? if yes, state corrective action	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Date corrective action was completed		
Has industrial activity been added or the site expanded? if yes, document in SWPPP & on site map if yes, state corrective action or additional BMPs required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Date corrective action or BMPs implemented		

DEPLW/1215



Standard Operating Procedure
 Bureau of Land and Water Quality
 Attachment B
 Date: April 20, 2006
 Revised: February 1, 2012
 Doc Number: DEPLW0768

Visual Monitoring Form.

Facility Name: Riverside Recycling Sampler's Name: K Scott MacFarland
 Facility Address: 910 Riverside St MSGP Permit Number: _____
Portland Maine
04103 72 Hours Since last Measurable Storm? Yes No

Measurable Discharge from outfall? Yes No

Outfall Number	1	2	3	4	5	6	7	8	9	10
Observation Time	10:00	10:30	10:15	10:15						
Est. Time from Onset of Runoff										
Discharge Type (rain, snow melt, ice/melt)										
Sample Volume (ml)										
Color										
Odor										
Clarity										
Floating Solids*										
Settled Solid*										
Suspended Solid*										
Foam										
Oil Sheen										
Possible Source of Any Observed Contamination										

*Enter a description of corresponding criteria for each outfall in the General Comments section of this document.

Under penalty of law I certify that these statements are true and correct pursuant to the terms and conditions stated in the MPDES Multi-Sector General Permit for Stormwater Discharges Associated with Industrial Activity.

Sample's Signature: K Scott Date: 6-24-15



Standard Operating Procedure
Bureau of Land and Water Quality
Attachment B
Date: April 20, 2006
Revised: February 1, 2012
Doc Number: DEPLW0768

General Comments

In the comments section, enter physical description of floating, settled, and suspended solids for each outfall sampled. Enter general comments on the condition and appearance of each outfall in the comments section, also as indicated in the instructions.

Outfall 1:	Comments: no measurable outflow Removed minimal trash. Cut brush around outflow pipe. outflow condition good.
Outfall 2:	Comments: NO measurable outflow Section of outflow culvert broken. No trash or debris. Still functional, but it does have
Outfall 3:	Comments: NO measurable outflow outflow condition good.
Outfall 4:	Comments: no measurable outflow Removed minimal trash. outflow condition good.
Outfall 5:	Comments: _____ _____ _____
Outfall 6:	Comments: _____ _____ _____

break in it.

Quarterly Site Compliance Evaluation/Inspection

Name of Qualified Inspector(s)
Completing Evaluation/Inspection

K. Scott McFarland

Date: 6-24-15

Date:

Are industrial materials, residue, or trash on the ground?

Yes No

If yes, state corrective action

Picked up

Date corrective action was completed

6-24-15

Are there any leaks or spills from industrial equipment, drums, barrels, tanks or containers onsite?

Yes No

If yes, state corrective action

Date corrective action was completed

Is there offsite tracking of industrial materials or sediment where vehicles enter or exit the site?

Yes No

If yes, state corrective action

Date corrective action was completed

Is there blowing or whirling of raw, final, or waste materials?

Yes No

If yes, state corrective action

Picked up.

Date corrective action was completed

In the event of blowing materials, these materials are picked up daily and as needed.

KSC

DEPLW1213

Are all stormwater BMPs identified in the SWPP operating correctly?
 If no, state corrective action: _____ Yes No

Date corrective action was completed: _____

Are additional BMPs required for potential pollutants or an industrial activity
 if yes document & update SWPPP _____ Yes No

If yes, state corrective action: _____

Date corrective action was completed: _____

Are there signs of erosion in stormwater conveyances or at outfalls?
 If yes, state corrective action: _____ Yes No

Date corrective action was completed: _____

Evidence of industrial material, residue, trash or sediment in stormwater conveyance?
 If yes, state corrective action: _____ Yes No

Date corrective action was completed: _____

Has industrial activity been added or the site expanded?
 if yes, document in SWPPP & on site map _____ Yes No

If yes, state corrective action or additional BMPs required: _____

Date corrective action or BMPs implemented: _____

DEPLW/1213

Have the locations of any of the potential pollutants or material storage changed? Yes No
If yes, state corrective action or additional BMPs required _____

If yes, document in the SWPPP & on site map _____
Are there any non-stormwater discharges? Yes No
If yes, what are they? _____

Are the non-stormwater discharges authorized under the MSGP? Yes No
If no, have all the outfalls been inspected for unauthorized non-stormwater discharges? Yes No
State corrective actions for all unauthorized non-stormwater discharges. _____

Are any modifications required to be made to the SWPPP or Site Map(s) No modification required
 SWPPP requires modification
 Map(s) require modification
Date: _____ Initials: _____
Date: _____ Initials: _____

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowingly violating the law.

Authorized Signature: [Signature] Date: 6.24.15
DEPLW1213 3

Quarterly Site Compliance Evaluation/Inspection

Name of Qualified Inspector(s) Completing Evaluation/Inspection: K Scott McFarland Date: 9-23-15

Are industrial materials, residue, or trash on the ground? Picked up. Yes No

Date corrective action was completed weekly and as needed.

Are there any leaks or spills from industrial equipment, drums, barrels, tanks or containers onsite? Yes No

If yes, state corrective action _____

Date corrective action was completed _____

Is there offsite tracking of industrial materials or sediment where vehicles enter or exit the site? Yes No

If yes, state corrective action _____

Date corrective action was completed Daily as needed.

Is there blowing or whirling of raw, final, or waste materials? Yes No

If yes, state corrective action Picked up.

Date corrective action was completed Daily as needed.

DEPLW1213

Are all stormwater BMPs identified in the SWPPP operating correctly?
 If no, state corrective action _____ Yes No

Date corrective action was completed _____

Are additional BMPs required for potential pollutants or an industrial activity
 if yes document & update SWPPP _____ Yes No

If yes, state corrective action _____

Date corrective action was completed _____

Are there signs of erosion in stormwater conveyances or at outfalls?
 If yes, state corrective action _____ Yes No

Date corrective action was completed _____

Evidence of industrial material, residue, trash or sediment in stormwater conveyance?
 If yes, state corrective action _____ Yes No

Date corrective action was completed _____

Has industrial activity been added or the site expanded?
 if yes, document in SWPPP & on site map _____ Yes No

If yes, state corrective action or additional BMPs required _____

Date corrective action or BMPs implemented _____

DEPLW1213

Have the locations of any of the potential pollutants or material storage changed?
if yes, state corrective action or additional BMPs required

Yes

No

if yes, document in the SWPPP & on site map

Are there any non-stormwater discharges?
if yes, what are they?

Yes

No

Are the non-stormwater discharges authorized under the MSGP?

No

Yes

if no, have all the outfalls been inspected for unauthorized non-stormwater discharges?

No

Yes

State corrective actions for all unauthorized non-stormwater discharges.

Are any modifications required to be made to the SWPPP or Site Map(s)

No modification required

SWPPP requires modification

Map(s) require modification

All required changes have been made to the Plan
All required changes have been made to the Site Map(s)

Date: _____

Date: _____

Initials: _____

Initials: _____

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowingly violating the law.

Authorized Signature: 

Date: 9.23.15

DEPT W1213

3



Standard Operating Procedure
 Bureau of Land and Water Quality
 Attachment B
 Date: April 20, 2006
 Revised: February 1, 2012
 Doc Number: DEPLW0768

Visual Monitoring Form

Facility Name: Riverside Recycling Sampler's Name: K. Scott McFalland
 Facility Address: 910 Riverside St. MSGP Permit Number: _____
Portland Me 04103 72 Hours Since last Measurable Storm? Yes No

Measurable Discharge from outfall? Yes No

Outfall Number	1	2	3	4
Observation Time	2 PM	2:30 PM	2:05 PM	2:10 PM
Est. Time from Onset of Runoff				
Discharge Type (rain, snow melt or ice melt)				
Sample Volume (ml)				
Color				
Odor				
Clarity				
Floating Solids*				
Settled Solids*				
Suspended Solids*				
Foam				
Oil Sheen				
Possible Source of Any Observed Contamination				

*Enter a description of corresponding criteria for each outfall in the General Comments section of this document

Under penalty of law I certify that these statements are true and correct pursuant to the terms and conditions stated in the MPDBS Multi-Sector General Permit for Stormwater Discharges Associated with Industrial Activity.

Sample's Signature: K. Scott Date: 9-23-15



General Comments

In the comments section, enter physical description of floating, settled, and suspended solids for each outfall sampled. Enter general comments on the condition and appearance of each outfall in the comments section also as indicated in the instructions.

Outfall 1	Comments: No measurable outflow
Outfall 2	Comments: Same as OF #1
Outfall 3	Comments: Same as OF #1
Outfall 4	Comments: Same as OF #1
Outfall 5	Comments:
Outfall 6	Comments:



Standard Operating Procedure:
 Bureau of Land and Water Quality
 Attachment B
 Date: April 20, 2006
 Revised: February 1, 2012
 Doc Number: DEPLW0768

Visual Monitoring Form

Facility Name: Riverside Recycling Sampler's Name: K. Scott McFarland
 Facility Address: 970 Riverside St. MSGP Permit Number: _____
Portland ME 04103 72 Hours Since last Measurable Storm? Yes No

Measurable Discharge from outfall? Yes No

Outfall Number	1	2	4	3
Observation Time	9:30	9:45	9:35	
Est. Time from Onset of Runoff				OF3
Discharge Type (rain, snow melt, etc.)	Rain	Rain	Rain	Flows
Sample Volume (gal)	1000	1000	1000	into
Color	TEG	Clear	cloudy	
Odor	None	None	None	OF4
Clarity	Clear	Clear	Clear	
Floating Solids*	Slight	None	None	NO
Settled Solids*	None	None	None	Sample
Suspended Solids*	None	None	None	
Foam	None	None	None	taken.
Oil Sheen	None	None	None	
Possible Source of Any Observed Contamination				

*Enter a description of corresponding criteria for each outfall in the General Comments section of this document.

Under penalty of law I certify that these statements are true and correct pursuant to the terms and conditions stated in the MPDES Multi-Sector General Permit for Stormwater Discharges Associated with Industrial Activity.

Sample's Signature: K. Scott Date: 11-24-15



Standard Operating Procedure
Bureau of Land and Water Quality
Attachment B
Date: April 20, 2006
Revised: February 1, 2012
Doc Number: DEPLW0768

General Comments

In the comments section, enter physical description of floating, settled, and suspended solids for each outfall sampled. Enter general comments on the condition and appearance of each outfall in the comments section also as indicated in the instructions.

Outfall 1	Comments: outfall condition Good. Retained minimal trash/debris Cleared brush growth.
Outfall 2	Comments: outfall condition Good. Section of culvert broken.
Outfall 3	Comments: This outfall flows into outfall 4
Outfall 4	Comments: outfall condition Good
Outfall 5	Comments: _____ _____ _____
Outfall 6	Comments: _____ _____ _____

Quarterly Site Compliance Evaluation/Inspection

Name of Qualified Inspector(s)
Completing Evaluation/Inspection:

K. Peatt McFarland

Date: 11-24-15

Are industrial materials, residue, or trash on the ground?

If yes, state corrective action

Picked up.

Yes

No

Date corrective action was completed

As needed. Daily/Weekly.

Are there any leaks or spills from industrial equipment, drums, barrels, tanks or containers onsite?

Yes

No

If yes, state corrective action

Date corrective action was completed

Is there offsite tracking of industrial materials or sediment where vehicles enter or exit the site?

Yes

No

If yes, state corrective action

Date corrective action was completed

Is there blowing or whirling of raw, final, or waste materials?

If yes, state corrective action

Picked up.

Yes

No

Date corrective action was completed

As needed. Daily/Weekly

DEPLW1213

Are all stormwater BMPs identified in the SWMP operating correctly? Yes No

If no, state corrective action _____

Date corrective action was completed _____

Are additional BMPs required for potential pollutants or an industrial activity? Yes No

If yes document & update SWPPP _____

If yes, state corrective action _____

Date corrective action was completed _____

Are there signs of erosion in stormwater conveyances or at outfalls? Yes No

If yes, state corrective action _____

Date corrective action was completed _____

Evidence of industrial material, residue, trash or sediment in stormwater conveyance? Yes No

If yes, state corrective action _____

Date corrective action was completed _____

Has industrial activity been added or the site expanded? Yes No

If yes, document in SWPPP & on site map _____

If yes, state corrective action or additional BMPs required _____

Date corrective action or BMPs implemented _____

DEPLW0213

Have the locations of any of the potential pollutants or material storage changed? Yes No
If yes, state corrective action or additional BMPs required _____

If yes, document in the SWPPP & on site map _____

Are there any non-stormwater discharges? Yes No
If yes, what are they? _____

Are the non-stormwater discharges authorized under the MSGP? Yes No

If no, have all the outfalls been inspected for unauthorized non-stormwater discharges? Yes No

State corrective actions for all unauthorized non-stormwater discharges _____

Are any modifications required to be made to the SWPPP or Site Map(s) No modification required

All required changes have been made to the Plan SWPPP requires modification
All required changes have been made to the Site Map(s) Map(s) require modification

Date: _____ Initials: _____
Date: _____ Initials: _____

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowingly violating the law.

Authorized Signature:  _____ Date: 11-24-15
DEPT W1213 _____

Exhibit C

Site Improvements To Be Completed By September 30, 2023 In Order for CPRC To Exercise The Seven Year Extension Provision Set Forth In Section 7

- 1) Renovation of the City owned buildings on the site to include:
 - a) Improvement of employee restroom and locker facilities;
 - b) Upgrade or replacement of the existing HVAC system in the building known as the “City Building”;
 - c) Improvement of the equipment maintenance bays in the City Building for four-season repairs;
 - d) Expansion of administrative office space in the City Building.
- 2) Improve the customer experience by improving the scale house operation to allow more efficient traffic flow in and out of the facility.
- 3) Purchase at least one new truck scale.
- 4) Increase paved areas to improve customer experience and facilitate operations.
- 5) All site improvements described above must be approved by the City in writing prior to commencement of such improvements.