

WIND RIVER
ENVIRONMENTAL

46 Lizotte Dr
First Floor
Marlborough, MA 01752
978-841-5000
www.wrenvironmental.com

City of Sanibel
Public Works Department
Jason Goodrich, Deputy Utilities Director
800 Dunlop Rd
Sanibel, FL 33957

RE: RFP-UT-25-001/BS, Wastewater Biosolids Hauling and Disposal Services

For your review, please see enclosed request for proposal response for RFP-UT-25-001/BS, Wastewater Biosolids Hauling and Disposal Services. Presented by Wind River Environmental LLC d/b/a A-1 Gator Septic.

Wind River Environmental is your premier non-hazardous wastewater transportation, disposal and treatment company. We have been in business for 25 years, with our years of experience and expertly trained staff, we strive to provide exceptional service for all your wastewater needs.

Thank you for this opportunity to bid. Feel free to reach out to me directly if you have any questions or concerns. We look forward to working with you.



Michael Filian
Operations Manager
Wind River Environmental
mfilian@wrenvironmental.com
239-841-1882

Your full-service liquid waste company.



Operational Capabilities

Wind River Environmental LLC d/b/a A-1 Gator Septic has operated in the Southwest Florida market for 7 years as a provider of non-hazardous liquid waste transportation, disposal and treatment services. We locally operate a fleet of nine vacuum trucks, each with a 4000-gallon waste holding capacity. The trucks and our wastewater treatment facility are located at 7990 Mainline Pkwy, Fort Myers, FL 33912.

Our wastewater treatment facility (Facility ID#: FLAB07079, Lee County Permit #: LCU-TO-2010-02) uses a combination of extended aeration, direct polymer injection, dewatering boxes and screw press to treat and dewater incoming waste streams. Effluent is discharged to the Lee County Utility collection system and dewatered solids are disposed of at the Lee/Hendry Landfill.

Wind River Environmental has been in business for 25 years, operating in New England, the Mid-Atlantic and Southeastern United States. The company as a whole specializes in non-hazardous liquid waste transportation, disposal and treatment services. We provide wastewater biosolids hauling and disposal services at all locations.

Technical Capabilities and Reporting

Upon request for services, Wind River Environmental will evaluate the volume of material requested to be removed. Coordinating with City of Sanibel Utilities staff, we will dispatch the appropriate number of trucks to effectively transport the material within the required timeframe. Material will be hauled off to our location of 7990 Mainline Pkwy, Fort Myers, FL 33912 and disposed of at our treatment facility. Manifests will be provided for each load hauled within the requested timeframe.

References and Contract Experience

Jacksonville Energy Authority

225 N Pearl St

Jacksonville, FL 32202

Zack Waldroup 904-485-9433

Hauling & Disposal of Biosolids, Lift Station Cleaning and Emergency Services

Active Contracts Since 1995

Bedminster Municipal Authority

432 Elephant Rd

Perkasie, PA 18944

Mike Sullivan 215-249-3320

Liquid Sludge Hauling

January 2020 through January 2025

Upper Saucon Township

5500 Camp Meeting Rd

Center Vally, PA 18034

John Cziraki 484-357-4547

Hauling and Disposal of Liquid Sewage Biosolids

July 2023 through June 2026

Bucks County Water & Sewer Authority

1275 Almshouse Rd

Warrington, PA 18976

Len Hughes 267-718-1225

Grit Chamber Cleaning & Liquid Sludge Hauling

March 2024 through March 2027

Local Business References

Lipman Family Farms
315 E New Market Rd
Immokalee, FL 34142
Cindy Dana 239-707-3442
Migrant Housing Septic Tank Services
Active customer since 2015

Lee County Utilities
5180 Tice St
Fort Myers, FL 33905
Jared Blake 239-841-5389
Emergency Response Services
Hurricanes Irma, Ian, Helen, Milton and various force main breaks and emergencies

Collier County Public Schools
5775 Osceola Trail
Naples, FL 34109
Jorge Sanchez 239-377-0047
Grease Trap Waste, Lift Station Waste and Sludge Hauling
Active Contract Since 2016

Staff Capabilities and Roles

Michael Filian, Operations Manger

Mr. Filian has over 20 years of experience in the waste management industry working with solid and liquid waste, in both the public and private sector. Mr. Filian has been in non-hazardous liquid waste treatment and transportation for the last 10 years as an Operations Manager and is the licensed septic tank contractor that qualifies Wind River Environmental d/b/a A-1 Gator Septic to perform septic work within the state of Florida. Mr. Filian manages branch operations, treatment facilities and construction services.

Mark Nelson, Operations Supervisor – Pumping Division

Mr. Nelson has over 25 years in the transportation and logistics industry. Mr. Nelson has been in the non-hazardous liquid waste industry for the last 2 years. Mr. Nelson over sees the planning, logistics and personal management for our pumping division

Chris Couch – Lead Pumping Technician

Mr. Couch has over 10 years of experience in the wastewater industry. He has worked in the municipal wastewater industry in the non-hazardous liquid waste transportation industry. Mr. Couch is the trainer and lead technician for our pumping division.

Staff Capabilities and Roles

Roy Webber - Pump Technician

Over 10 years of driving and pumping experience

Travis Sheene – Pump Technician

Over 10 years of driving and pumping experience

Isreal Guillen – Pump Technician

Over 5 years of driving and pumping experience

Terri Lastres – Pump Technician

Over 3 years of driving and pumping experience.

Jeffery Noles – Pump Technician

Less than 20 years of driving experience, less than one year of pumping experience.

Keith MacAtee – Plant Operator

Over 8 years of plant operation and dewatering experience.

David Paulk – Plant Operator

Over 9 years of plant operation and dewatering experience.

CITY OF SANIBEL

REQUEST FOR PROPOSAL SPECIFICATIONS

WASTEWATER BIOSOLIDS HAULING AND DISPOSAL SERVICES

RFP-UT-25-001/BS

February 10, 2025



*Public Works Department
800 Dunlop Road, Sanibel, FL 33957
(239)472-6397*

PROPOSALS DUE BY: 2:30 PM, (ET) March 13, 2025

PRE-BID CONFERENCE: NONE

NO QUESTIONS WILL BE ACCEPTED AFTER: 5:00 PM, (ET) March 3, 2025 all questions must be submitted in writing to jason.goodrich@mysanibel.com and received by stated time.

SEALED ENVELOPES MUST BE MARKED WITH THE TITLE OF THE BID, BID NUMBER, NAME AND ADDRESS OF THE BIDDER.

Courier Packages (Fedex, UPS) shall clearly state on the outer packaging, the Request for Proposal Title and the Request for Proposal Number. If the proper information is not on the courier's outer packaging the Bid/RFP may be sent back to the Vendor without being opened and/or given consideration for that project.



City of Sanibel

CITY OF SANIBEL, FLORIDA
REQUEST FOR PROPOSALS

CITY OF SANIBEL, FLORIDA ADVERTISEMENT FOR REQUEST FOR PROPOSAL

Legal Notice is hereby given that sealed proposals will be received at the City of Sanibel, Public Works Department, 750 Dunlop Rd., Sanibel, Florida 33957 until 2:30 P.M., on Thursday, March 13, 2025. Any proposal presented later than the above time, or at another location, will be refused or, if received by mail, will be returned. Facsimile proposals will not be accepted.

WASTEWATER BIOSOLIDS HAULING AND DISPOSAL SERVICES

Contractor(s) shall be responsible for the removal, hauling, and disposal of liquid wastewater biosolids (sludge) from the City of Sanibel Donax Water Reclamation Facility (WRF) located at 930 Donax Street, Sanibel, Florida, 33957, to the designated (and properly permitted) Contractor(s) site(s).

Any firm interested in providing wastewater residual disposal services to the City should submit a bid outlining at a minimum, the following information: 1) Charges (per gallon of liquid wastewater biosolids) for hauling and disposing of residuals; 2) Evidence of FDEP approved disposal site in full compliance with the applicable provisions of the Florida Administrative Codes and Code of Federal Regulations as defined in the current operating permit issued by the Florida Department of Environmental Protection

Proposals shall be properly and completely executed on a standard proposal form. No proposer may withdraw his proposal within a period of sixty (60) days following the date set for receiving proposals. The City of Sanibel reserves the right to hold any and all proposals for a period of not more than sixty (60) days and said proposals shall be and remain valid and in full force and effect during said period. The City of Sanibel reserves the right to reject any and all proposals and to waive informalities. Specifications, scope of work and proposal forms for the work may be downloaded from DemandStar Corporation at www.demandstar.com, or <https://www.mysanibel.com/government/public-works-department/useful-links/city-bids>. Contact Jason.Goodrich@mysanibel.com with questions.

AFFIDAVIT REQUESTED
PUBLISH ONE TIME
Fort Myers News-Press
February 10, 2025



SECTION I

INFORMATION & INSTRUCTIONS

City of Sanibel

- 1.0 Submission Requirements:** The complete original proposal must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All proposals shall be marked **Wastewater Biosolids Hauling and Disposal Services**. Proposers shall file all documents necessary to support their proposal and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated on the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.
- 1.1 Proposal Format:** Proposals shall include the following information, at a minimum:
- a. This Request for Proposal Document signed by the responsible party.
 - b. Detailed description of capabilities as requested.
 - c. Fee Proposals per instructions in Section III.
 - d. Description of vendor's staff location, capabilities, and roles.
 - e. References (municipal agencies and/or local businesses) with contact names and phone numbers.
 - f. All information requested in the request for proposal document.
- 1.2** It is the sole responsibility of the proposer to assure that they have received the entire Request for Proposal.
- 1.3** Proposers will be notified in writing of any change in the specifications contained in this RFP through an addendum.
- 1.4** No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City of Sanibel.
- 1.5 Right of Rejection and for Additional Information:**
- a. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.
 - b. Proposals received that fail to comply with these submittal requirements may not be considered for award. Further, the City of Sanibel reserves the right to reject any and all proposals from any proposer. There is no obligation for the City of Sanibel to enter into a contract on the basis of any proposal submitted in response to this document.

- c. Prior to the final selection, proposers may be required to submit additional information, to provide clarification of information, or to make oral presentations which the City may deem necessary to further evaluate the proposer's qualifications.

- 1.6 Requests for Clarification:** Any and all questions of proposers regarding this RFP, whether technical, procedural or otherwise, must be submitted in writing to jason.goodrich@mysanibel.com or by mail at the address designated in Section 1.14 below and must be received within TEN (10) days of the RFP due date. Only the interpretation or correction issued in writing by the City of Sanibel, through an Addendum to this RFP, shall be binding. The OWNER will arrange as addenda, which shall become a part of the Contract, all questions received as above provided, with decision regarding each. Addenda will be posted at least **FIVE (5)** days prior to the receipt of bids. It shall be the responsibility of the CONTRACTOR, prior to submitting a proposal, to check the Demandstar online marketplace to download any and all addenda associated with the project. CONTRACTOR shall acknowledge issued addenda on Addenda document page.
- 1.7 Denial of Reimbursement:** The City of Sanibel will not reimburse proposers for any cost associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.
- 1.8 Right of Withdrawal:** A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.
- 1.9 Right of Negotiation:** The City of Sanibel reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.
- 1.10 Exceptions to the RFP:** Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Sanibel and a description of the advantages to be gained or disadvantages to be incurred by the City as a result of these exceptions.
- 1.11 Rights to Submitted Materials:** All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the City of Sanibel when received.
- 1.12 Basis of Award:** Proposals will be evaluated according to the following criteria at a minimum:
- | | |
|----|--|
| 1. | Qualifications on Similar Sized Projects– 25 points. |
| 2. | Municipal Experience – 10 points. |
| 3. | Key Staff Project Understanding and Approach, Staff Ability, Location of Firm – 20 points. |
| 4. | Technical Capabilities / Reporting Systems - 20 points |
| 5. | Cost Proposal – 25 points. |
- 1.13 Copies:** An original of the proposal and supporting documents must be submitted in response to the RFP including a digital copy on a flash drive.

- 1.14 Contacts:** Proposers must submit proposals in accordance with the instructions contained in this RFP. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package. Questions regarding this request for proposal should be directed to:

City of Sanibel
Public Works Department
Jason Goodrich, Deputy Utilities Director
800 Dunlop Road
Sanibel, FL 33957
Phone (239) 472-6397

- 1.15 Contract:** Fee for services will be negotiated with the selected Contractor, and the Contractor will be required to enter into a formal contract with the City of Sanibel based solely on the Scope of Services provided in this RFP or through any Addendums to this RFP.
- 1.16 Contract Term:** This Contract will be in-place for a five (5) year term with two (2) optional one (1) year renewals, if mutually agreed upon by the CITY and the CONTRACTOR. Each renewal or extension shall be automatically extended for automatic and successive additional terms, under the same terms, specifications, and pricing of the then current term, unless either party gives written notice to the other not fewer than ninety (90) days prior to the expiration of the then current term. The Contract unit price for optional renewals may be increased by a maximum percentage above the then current contract price, equal to that of the Consumer Price Index for All Urban Consumers (CPI-U), through notice sent in writing by the CONTRACTOR at least ninety (90) days prior to the expiration of the then current term, with written concurrence of the CITY. This Contract shall terminate either upon CONTRACTOR'S completion of such services, or shall otherwise terminate in accordance with the provisions of this Contract. The intent of this section is that no contract whether continued by a renewal, extension, or a combination of the two, will result in a term of more than seven years maximum without City Council approval.
- 1.17 Termination of Contract:** The City of Sanibel may cancel the contract at any time for breach of contractual obligations by providing the provider with a written notice of such cancellation. Should the City of Sanibel exercise its right to cancel the contract for cause, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the provider.
- 1.18 Cooperative Purchasing:** Other government agencies may be allowed to piggyback on this contract.
- 1.19 Compliance with Laws:** In connection with the furnishing of supplies or performance of work under the contract, the provider agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
- 1.20 Public Records:** Unless specifically exempted by Florida law, in whole or in part, Contractor shall comply with the requirements of Section 119.0701, Florida Statutes, which requires a City contractor, as defined therein, to comply with public records laws, and specifically to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

SANIBEL CITY CLERK

800 DUNLOP ROAD

SANIBEL, FLORIDA 33957

(239) 472-3700

scotty.kelly@mysanibel.com

1.21 E-Verify: In compliance with Section 448.095, Fla. Stat., CONTRACTOR, and its sub-contractor must be registered with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- a. CONTRACTOR shall require each of its sub-contractors to provide CONTRACTOR with an affidavit stating that the sub-contractor does not employ, contract with, or sub-contract with an unauthorized alien. CONTRACTOR shall maintain a copy of the sub-contractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- b. The OWNER, CONTRACTOR, or any sub-contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- c. The OWNER, upon good faith belief that a sub-contractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR, and CONTRACTOR shall immediately terminate the contract with the sub-contractor.
- d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section

may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this Agreement by the OWNER for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the OWNER as a result of termination of any contract for a violation of this section.

- e. Subcontracts. CONTRACTOR or sub-contractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the sub-contractor to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in this section.

1.22 QUALIFICATIONS OF THE FIRM: (unless otherwise noted)

- A. Contractor shall provide a description and history of the firm on previous governmental experience using the following guidelines:

1. Proposers will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein.
2. Recent experience demonstrating current capacity and current expertise in Wastewater Biosolids Hauling and Disposal.
3. Must have a minimum of 5 years' experience providing Wastewater Biosolids Hauling and Disposal for the municipal / governmental industry.
4. Proposers shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City.

*The City Reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory and reserves the right to reject proposals where evidence submitted, or investigation and evaluation indicates an inability of the proposer to perform.

- B. Provide at least three (3) references for which the firm has performed services that are similar to the requirements in the Scope of Services. Provide the reference contact name, address, e-mail address, telephone numbers, and date of the contract.

1.23 QUALIFICATIONS OF THE STAFF: Provide an organizational chart, resumes if available, and summary of staff qualifications. Key project staff (management staff including, but not limited to, project manager / supervisor, personnel, etc.) must be full-time employees of the proposed firms and have experience in the following:

1. Experience demonstrating current capacity and current expertise in Wastewater Biosolids Hauling and Disposal. The proposer must demonstrate experience managing Wastewater Biosolids Hauling and Disposal for at least three (3) entities.

2. The awarded vendor's supervisory personnel will routinely be dealing with designated City personnel. The vendor will ensure these supervisors are conversant in English. Moreover, any of the awarded vendor's personnel who have regular interaction with City staff, take direction from City staff, and / or perform their duties in the absence of the vendor's supervisory personnel, will also be conversant in English.

1.24 INSURANCE: Contractor shall purchase and maintain such comprehensive general liability and other insurance as well as provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether such performance is by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be with insurers qualified to do business in Lee County, Florida.

A. Types: The types of insurance the Contractor is required to obtain and maintain for the full period of the Contract will be: Workers' Compensation, Commercial General Liability, and Automobile Liability as detailed in the following specifications:

1. Workers Compensation Insurance in compliance with Chapter 440, Florida Statutes, for all employees working under the contract. If any work is sublet, Contractor shall require subcontractors to provide the same statutorily required Workers' Compensation Insurance.
2. Commercial General Liability Insurance with minimum primary limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate limit.
3. Comprehensive Automobile Liability Insurance for all owned and non-owned vehicles which used or involved in any way for the services of Contractor pursuant to this Contract, such insurance limits at a minimum of \$100,000 for injuries per person, \$300,000 for injuries per accident, and \$50,000 for property damage per accident.

B. Evidence: As evidence of specified insurance coverage, the City may, in lieu of actual policies, accept a Certificate of Insurance on Accord Form 25 issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without thirty (30) days' notice in writing to be delivered by registered mail to the City. Should any policy be canceled before final payment by the City to the Contractor and the Contractor fails immediately to procure other insurance as specified, the City reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.

C. Adequacy of Performance: Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the Contractor fails immediately to procure other insurance as specified, the City reserves the right to procure such insurance and to charge the cost thereof to the Contractor.

D. Payment of Damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

- 1.25 INDEMNIFICATION:** Proposer, at its own expense and without exception, in consideration of the first One Hundred Dollars (\$100.00) to be paid under this contract, the receipt and sufficiency of which is accepted, shall indemnify, defend, and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City of Sanibel, its employees, and agents, from all suits, actions or any other liability of any nature or kind, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed hereunder.
- 1.26 TECHNICAL CAPABILITIES AND REPORTING:** Provide a description of the proposer's approach to the project, to include startup procedures/requirements, daily operations and overall management plans for City Wastewater Biosolids Hauling and Disposal, billing/invoices reporting procedures to the City.
- 1.27 COST PROPOSAL:** Each proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the unit rates submitted by the Contractor for the first five (5) years and submitted on the cost proposal form for the services listed. This Contract will be automatically extended for (2) optional one (1) year renewals, if mutually agreed upon by the CITY and the CONTRACTOR. Each renewal or extension shall be automatically extended for automatic and successive additional terms, under the same terms, specifications, and pricing of the then current term, unless either party gives written notice to the other not fewer than ninety (90) days prior to the expiration of the then current term. The Contract unit price for optional renewals may be increased by a maximum percentage above the then current contract price, equal to that of the Consumer Price Index for All Urban Consumers (CPI-U), through notice sent in writing by the CONTRACTOR at least ninety (90) days prior to the expiration of the then current term, with written concurrence of the CITY. This Contract shall terminate either upon CONTRACTOR'S completion of such services, or shall otherwise terminate in accordance with the provisions of this Contract.



SECTION II

SCOPE OF WORK

City of Sanibel

2.0 INTRODUCTION

The City of Sanibel, Florida, (the "City") is seeking Bids from qualified firms to perform the hauling and disposal of approximately 1.5 million gallons of liquid wastewater biosolids (sludge) annually, to enable the City to fully comply with all applicable requirements defined in the current operating permit issued by the Florida Department of Environmental Protection. Hauling will be on an as-needed basis from the City's Donax Wastewater Reclamation Facility (WRF) located at 930 Donax Street, Sanibel, Florida, 33957, to the designated (and properly permitted) Contractor(s) site(s). The City is seeking a firm or firms willing to accept the appropriate responsibility as defined in the current operating permit issued by the Florida Department of Environmental Protection

2.1 SCOPE OF WORK

Successful Contractor(s) shall be responsible for the removal, hauling, and disposal of liquid wastewater biosolids (sludge) from the City of Sanibel Donax Water Reclamation Facility (WRF) located at 930 Donax Street, Sanibel, Florida, 33957, to the designated (and properly permitted) Contractor(s) site(s).

The City of Sanibel is currently permitted by the Florida Department of Environmental Protection to transfer biosolids generated by the Donax WRF to the Lee/Hendry County Regional Solid Waste Disposal Facility or a Class I solid waste landfill.

Any firm interested in providing wastewater biosolids hauling and disposal services to the City should submit a bid outlining at a minimum, the following information: 1) Charges (per gallon of liquid wastewater biosolids) for hauling and disposing of wastewater biosolids; 2) Evidence of FDEP approved disposal site in full compliance with the applicable provisions of the Florida Administrative Codes and Code of Federal Regulations as defined in the current operating permit issued by the Florida Department of Environmental Protection;

The selected firms will be required to enter into a one-time hauling contract with the City, which will include but not be limited to acceptance of responsibility for proper disposal of wastewater biosolids in full compliance with the applicable provisions presently written or modified in the current operating permit issued by the Florida Department of Environmental Protection.

No amount of work is or will be guaranteed or implied. The contract(s) to be awarded under this RFP will be utilized only in the event of specified tasks being issued. As such, no compensation will accrue to the VENDOR unless and until the contract is utilized in anticipation of a requested task. Potential VENDORS are solely responsible for their own costs of developing the proposal associated with this RFP.

2.2 LEGAL REQUIREMENTS

Successful Contractor(s) must conform to all applicable statutes, regulations, and ordinances

of the Federal, State, and Local Governments, including all Florida Department of Transportation (FDOT) regulations.

2.3 ESTIMATED ANNUAL REQUIREMENTS

The City's Donax WRF currently generates approximately 1.5 million gallons of liquid wastewater biosolids annually, held under aerobic conditions, at a total solids concentration of 3.5% or less.

2.4 COORDINATION WITH PLANT ACTIVITIES

Contractor shall remove and haul wastewater biosolids from the Donax WRF during normal business hours (Monday through Friday 7AM-5PM). All activities performed by the Contractor shall be conducted in such a manner as to not disrupt the operation of the wastewater treatment facilities. The Contractor shall coordinate its activities with those of the City at the Wastewater Treatment Facilities. Contractor shall provide wastewater biosolids hauling and disposal services within seven (7) working days of the request.

2.5 RELIABILITY

The City expects that the services proposed will be highly reliable in all weather conditions. Reliability criteria shall apply to all equipment, transportation, sub-agreements, and systems and shall apply to all disposals. Bidders shall address reliability in their proposal to show how the operation will meet the reliability standards when key equipment is out of service.

2.6 PRICES

Bid prices will include all transportation and disposal fees, tipping fees, environmental and licensing fees, etc., if necessary. The City of Sanibel is a Municipality and, therefore, is tax exempt.

2.7 LIABILITY

The successful Contractor will be responsible for the immediate cleanup of all spills, regardless of location or time. In addition, the successful Contractor will be responsible for any damage to City of Sanibel property or any designated vendor sites caused by the Contractor.

2.8 LICENSES AND PERMITS

All equipment operated by & disposal site(s) used by the successful Contractor will be properly licensed and permitted. Licenses may be required by the State of Florida, Lee County, or the City of Sanibel to perform all or part of this work. Contractors should investigate and determine if they hold the necessary License(s) prior to bid submittal. Permitting may be required for all or part of the requested work. The contractor will be responsible for investigating and determining if permitting is necessary. The contractor will also be responsible for obtaining permits.

At a minimum, vendors must submit the following:

1. Certified and or qualified to complete the project per project specifications.
2. Prospective vendors, whether residents or nonresidents of Florida, must provide evidence of proper licensure with their Bids submittal. Such evidence must be in the form of copies of their Florida license which authorizes Bidder to perform the work.
3. Prospective vendors must hold the required license for the type of work to be performed at the time their bid response is submitted and for the duration of the contract.

4. Prospective vendors must provide a list of the permit(s) they determined are necessary to perform the requested work.

3 CITY AUTHORIZED DISPOSAL OF BIOSOLIDS (WASTEWATER SLUDGE)

The Contractor shall submit a per gallon cost for the hauling and disposal of each form of wastewater biosolid (sludge) listed below. It is the Contractor's responsibility to understand and adhere to what is outlined and mandated in Chapter 62-640 F.A.C. This includes providing disposal site(s) throughout the length of this contract that are permitted by the Florida Department of Environmental Protection (FDEP) and (if applicable) by the Florida County where the disposal site(s) is located. **At no time will City of Sanibel Wastewater sludge be hauled and disposed out of the State of Florida.**

1. The City is required to keep hauling records to track the transport of biosolids. Therefore, the Contractor shall provide the following information on each of the delivery tickets submitted daily:

Source Facility

1. Date and time shipped
2. Amount of biosolids shipped
3. Name and ID Number of treatment facility
4. Signature of responsible party at source facility
5. Signature of hauler and name of hauling firm

Biosolids Treatment Facility or Treatment Facility

1. Date and time received
2. Amount of biosolids received
3. Name and ID number of source facility
4. Signature of hauler
5. Signature of responsible party at treatment facility.

3.1INSURANCE

Contractor shall purchase and maintain such comprehensive general liability and other insurance as well as provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether such performance is by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be with insurers qualified to do business in Lee County, Florida.

- A. Types: The types of insurance the Contractor is required to obtain and maintain for the full period of the Contract will be: Workers' Compensation, Commercial General Liability, and Automobile Liability as detailed in the following specifications:

1. Workers Compensation Insurance in compliance with Chapter 440, Florida Statutes, for all employees working under the contract. If any work is sublet, Contractor shall require subcontractors to provide the same statutorily required Workers' Compensation Insurance.

2. Commercial General Liability Insurance with minimum primary limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate limit.
3. Comprehensive Automobile Liability Insurance for all owned and non-owned vehicles which used or involved in any way for the services of Contractor pursuant to this Contract, such insurance limits at a minimum of \$100,000 for injuries per person, \$300,000 for injuries per accident, and \$50,000 for property damage per accident.

- B. Evidence:** As evidence of specified insurance coverage, the City may, in lieu of actual policies, accept a Certificate of Insurance on Accord Form 25 issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without thirty (30) days' notice in writing to be delivered by registered mail to the City. Should any policy be canceled before final payment by the City to the Contractor and the Contractor fails immediately to procure other insurance as specified, the City reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.
- C. Adequacy of Performance:** Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the Contractor fails immediately to procure other insurance as specified, the City reserves the right to procure such insurance and to charge the cost thereof to the Contractor.
- D. Payment of Damages:** Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.



City of Sanibel

**SECTION III
COST PROPOSAL**

**BID TABULATION
RFP UT25-001/BS**

Wastewater Treatment Plant – Wastewater Biosolids Hauling and Disposal Services

Contractor(s) shall remove, haul/transport, and dispose of liquid wastewater biosolids (sludge) from the City of Sanibel Donax Water Reclamation Facility (WRF) located at 930 Donax St., Sanibel, Florida 33957, to the designated (and properly permitted) Contractor site(s).

Wastewater Biosolids Hauling and Disposal

Task	DESCRIPTION	COST	UNIT
1	Wastewater Biosolids Hauling and Disposal Services Provide all labor, equipment, permits, tipping fees, and all other associated costs to properly remove, transport, and dispose of liquid wastewater biosolids to the designated (and properly permitted) Contractor site(s).	Year One \$ <u>246</u>	/1,000 Gallons Wet
		Year Two \$ <u>253</u>	/1,000 Gallons Wet
		Year Three \$ <u>261</u>	/1,000 Gallons Wet
		Year Four \$ <u>269</u>	/1,000 Gallons Wet
		Year Five \$ <u>277</u>	/1,000 Gallons Wet

ADDENDA

Receipt of Addenda No's. _____ is hereby acknowledged.

Respectfully submitted,

Wind River Environmental
Vendor Name d/b/a A1 Gator Septic

Individual () Partnership () Corporation (X)

(Please select type of business above)

(SEAL)

Signed Michael Filian

Name (print) Michael Filian

Title Operations Manager

Address 7990 Manline Hwy

City/State/Zip Ft. Myers, FL 33912

Telephone 239-841-1882

Fax _____

Email mfilian@wrenvironmental.com

DATE:

3/13/25

NOTE: The legal status of the bidder, whether as an individual, partnership or corporation, must be indicated above, and all pertinent information as required of the Specifications must be furnished.



City of Sanibel

ADDENDUM NO. 1
February 26, 2025

RE: Wastewater Biosolids Hauling and Disposal Services (RFP-UT-25-001/BS) Proposal due date:
March 13, 2025 @ 2:30PM

FROM: City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

TO: Prospective Bidders and Others Concerned

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original document.

A. Questions and Answers

Question No. 1: What is the anticipated frequency and volume of hauling for this service? I assume the volume varies seasonally.

Response No. 1: No amount of work is or will be guaranteed or implied. The City's Donax Water Reclamation Facility (WRF) currently produces approximately 1.5 million gallons of liquid wastewater biosolids annually. The volume and frequency of biosolid hauling vary throughout the year, with weekly hauling during peak season and intervals extending up to eight weeks during the off-season. Weekly hauling volumes can range from 18,000 gallons during the off-season to 114,000 gallons during peak season, depending on operational requirements. Average hauling is approximately 58,000 gallons every other week.

Question No. 2: On average, how many gallons per week in season and off season do you anticipate needing to be hauled off and disposed.

Response No. 2: See Response No. 1.

Question No. 3: I would like to have a copy of the current pricing contract for your wastewater treatment plant - wastewater biosolids hauling and disposal services.

Response No. 3: The City's current pricing through Karle Enviro Organic Recycling for wastewater biosolids and disposal services is \$0.17/gallon (wet).

A. ACKNOWLEDGEMENT OF ADDENDA

- a. The Bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of bid.
- b. All other terms, conditions and specifications of ITB-UT-0-2025/SK remain the same.
- c. Receipt acknowledged by:



Authorized Signature & Date Signed

Operations Manager

Title

Wind River Environmental d/b/a A-1 Gator Septic

Name of Firm

Current Unit #	Year	Make	Model	Unit Serial Number	Type	Septage	Water	Plate#
501045	2016	KENWORTH	T800	3BKDL40X3GF129140	Pump Truck	4000	N/A	P9246A
501050	2009	KENWORTH	T800	1NKDL40X09J245321	Pump Truck	4000	N/A	N6503Y
501065	2016	KENWORTH	T800	1NKDL40X8GJ484046	Pump Truck	4000	N/A	P9245A
501069	2017	KENWORTH	T800	1NKDL40X2JJ183778	Pump Truck	4000	N/A	P9242A
501087	2017	KENWORTH	T800	3BKDL40X2HF158470	Pump Truck	4000	N/A	P9240A
501116	2016	KENWORTH	T800	1NKDL40X6GJ484045	Pump Truck	4000	N/A	P9241A
PT2082	2019	PETERBILT	567	1NPCL40X5KD615026	Pump Truck	4000	N/A	P4965A
PJ1107	2020	KENWORTH	T880	1NKZXPTX7LJ390886	Pumper/Jetter	4000	200	9667A
PJ2813	2024	KENWORTH	T880	1NKZXPTX1RJ360923	Pumper/Jetter	4000	200	P3067G



CERTIFICATE OF LIABILITY INSURANCE

6/30/2025

DATE (MM/DD/YYYY)

3/13/2025

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

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

PRODUCER Lockton Insurance Brokers, LLC CA License #0B99399 777 S. Figueroa St., 52nd Floor Los Angeles CA 90017 (213) 689-0065	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 1448815 Wind River Environmental, LLC dba A-1 Gator Septic 7990 Mainline Parkway Fort Myers FL 33912	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Starr Indemnity & Liability Company		38318
	INSURER B: --- SEE ATTACHMENT ---		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 21506273**REVISION NUMBER:** XXXXXXXX

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	1000090512241	6/30/2024	6/30/2025	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp/Coll Ded <input checked="" type="checkbox"/> Various	N	N	1000198837241 (MA) 1000198836241 (AOS)	6/30/2024 6/30/2024	6/30/2025 6/30/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	See Attached	6/30/2024	6/30/2025	EACH OCCURRENCE	\$ 17,000,000
							AGGREGATE	\$ 17,000,000
								\$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1000003291	6/30/2024	6/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION** See Attachments

21506273
City of Sanibel
800 Dunlop Rd
Sanibel, FL 33957

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

© 1988-2025 ACORD CORPORATION. All rights reserved.

Professional Liability 121 CTR 0188069-04	Limits: \$1,000,000 Occurrence \$1,000,000 Aggregate \$30,000 Retention
Policy Term: 12/3/2024-12/3/2025	
Insurer: Peleus Insurance Company	

Contractor's Pollution Liability - Claims Made ICELLUW00158869	Limits: \$5,000,000 Occurrence \$5,000,000 Aggregate \$25,000 Deductible
Policy Term: 6/30/2024-6/30/2025	
Insurer: Ironshore Specialty Insurance Company	

Rented & Leased Equipment RH3-D296566-07	Special Form Limits: \$650,000 Maximum Occurrence \$1,000 Deductible \$100,000 Valuable Papers
Policy Term: 6/30/2024-6/30/2025	
Insurer: The Hanover Insurance Company	

Excess Liability

Carrier: Gemini Insurance Company – NAIC #10833	Limits: \$3,000,000 Occurrence / Aggregate Auto
Policy #GVE100230106	
Effective 6/30/2024-6/30/2025	

Carrier: Evanston Insurance Company – NAIC #35378	Limits: \$4,000,000 Occurrence / Aggregate Auto \$7,000,000 Occurrence / Aggregate General Liability & Employers' Liability
Policy #MKLV5EUL105762	
Effective 6/30/2024-6/30/2025	

Carrier: Navigators Specialty Insurance Company – NAIC #36056	Limits: \$5,000,000 Occurrence / Aggregate Auto, General Liability & Employers' Liability
Policy #LA24EXCZ05D9DIC	
Effective 6/30/2024-6/30/2025	

Carrier: Steadfast Insurance Company – NAIC #26387	Limits: \$5,000,000 Occurrence / Aggregate Auto, General Liability & Employers' Liability
Policy #AEC 7456503-00	
Effective 6/30/2024-6/30/2025	

Total Excess Liability Limits: \$17,000,000 Occurrence / Aggregate

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Wind River Environmental, LLC

2 Business name/disregarded entity name, if different from above.

dba A-1 Gator Septic

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☒ **LLC.** Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) **C**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

46 Lizotte Drive, Suite 1000

6 City, state, and ZIP code

Marlborough, MA 01752

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

0 4 - 3 4 8 7 6 7 7

or

Employer identification number

0 4 - 3 4 8 7 6 7 7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person

Date

11/1/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit

36-QN-1618238

36-BID-7274089

OSTDS Service - SDS*

Issued To: Wind River Environmental of FI, LLC dba A1 Gator Septic
7990 Mainline Parkway
Fort Myers, FL 33912

County: Lee
Amount Paid: \$390.00
Date Paid: 06/17/2024
Issued Date: 07/01/2024
Expires On: 06/30/2025

Mail To: *Wind River Environmental of FI, LLC dba A1 Gator Septic
7990 Mainline Parkway
Fort Myers, FL 33912

Issued By:
Department of Health in Lee County
2295 Victoria Avenue 206
Fort Myers, FL 33901
(239) 690-2100

Owner: *Wind River Environmental of FI, LLC dba A1 Gator Septic

SDS Trucks: 9

TTS Trucks: 0

The facility shown above has been inspected by a duly authorized representative of the Department of Health, and was found in conformance with those rules promulgated by the department under the authority of chapters 381, 386 and 489 part III, Florida Statutes, and set forth in Rule 62-6, Florida Administrative Code.

This permit grants authority to operate the above referenced facility, service, or system in conformance with department rules and the conditions of operation shown below. This permit is revocable, upon service of notice, when it is determined by the department that the operational conditions and department standards are not being maintained.

1NKDL40X8GJ484046,
3BKDL40X2HF158470,
1NPCL40X5KD615026,
1NDKL40X09J245321, 1NKDL40X6GJ484045,
1NKDL40X2JJ183778,
3BKDL40X3GF129140,
INKZPTX7LJ390886, 1NKPTX1RJ360923

*OSTDS Service Permit Abbreviations: SDS - Septage Disposal Service TTS - Temporary Tank Service LAS - Land Application Site
ATUM - ATU Maintenance Entity LSF - Lime Stabilization Facility TM - Tank Manufacturer

Original Customer: Wind River Environmental of FI, LLC dba A1 Gator Septic (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE



STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit

36-QN-1618238

36-BID-7274089

OSTDS Service - SDS

Issued To: Wind River Environmental of FI, LLC dba A1 Gator Septic
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Mail To: *Wind River Environmental of FI, LLC dba A1 Gator Septic
7990 Mainline Parkway
Fort Myers, FL 33912

Issued By:
Department of Health in Lee County
2295 Victoria Avenue 206
Fort Myers, FL 33901
(239) 690-2100

Owner: *Wind River Environmental of FI, LLC dba A1 Gator Septic



FLORIDA REGISTERED SEPTIC TANK CONTRACTOR

ISSUED: **9/30/24**

REGISTRATION NUMBER: **SR0171797**

VALID UNTIL: **9/30/2025**

BUSINESS AUTHORIZATION NUMBER: **SA0041189**

The registered septic tank contractor named below is certified under the provisions of Part III, Chapter 489, Florida Statutes, and is registered by the Florida Department of Environmental Protection to provide contracting services under the business name listed.

FILIAN, MICHAEL S

A-1 GATOR SEPTICO

Active septic tank contractors and contracting businesses:

<https://floridadep.gov/water/onsite-sewage/content/septic-tank-contractor-registration>



Local Business Tax Receipt

A1 GATOR SEPTIC
A1 GATOR SEPTIC
7990 MAINLINE PKWY
FT MYERS, FL 33912

Dear Business Owner:

Your **2024 - 2025** Lee County Local Business Tax Receipt is attached below for account number / receipt:
number: **1031666 / 1400041**

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

Lee County Tax Collector

2024-2025 LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1031666
Receipt Number: 1400041
State License Number: SA0041189

Location:
7990 MAINLINE PKWY
FT MYERS, FL 33912

A1 GATOR SEPTIC
WIND RIVER ENVIRONMENTAL LLC
7990 MAINLINE PKWY
FT MYERS, FL 33912

Account Expires: September 30, 2025

May engage in the business of:
SEPTIC TANK CONTRACTOR
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:
PAID INT-00-02597438 09/11/2024
\$ 50.00



FLORIDA DEPARTMENT OF Environmental Protection

South District
PO Box 2549
Fort Myers FL 33902-2549
SouthDistrict@FloridaDEP.gov

Ron DeSantis
Governor

Jeanette Núñez
Lt. Governor

Noah Valenstein
Secretary

May 4, 2021

Sent by Electronic Mail

In the Matter of request
for Permit exemption by:

Wind River Environmental of Florida, LLC
Don Dumont, Chief Financial Officer
46 Lizotte Dr., Suite 1000
Marlborough, MA 01752
ddumont@wrenvironmental.com

Lee County-Domestic Wastewater
Facility ID Number: FLAB07079
Wind River Environmental of Florida, LLC
d/b/a A-1 Gator Septic
Exemption from Permit

DOMESTIC WASTEWATER PERMIT EXEMPTION

Dear Mr. Dumont,

RE: Facility Name: Wind River Environmental of Florida, LLC
d/b/a A-1 Gator Septic
Facility Location: 7990 Mainline Parkway, Fort Myers, FL 33912

This letter is in response to your request for an exemption from requiring a domestic wastewater permit for Wind River Environmental of Florida, LLC ("Wind River"), d/b/a A-1 Gator Septic, sent to the Department of Environmental Protection ("Department"), on April 19, 2021. The facility is located at 7990 Mainline Parkway, Fort Myers, FL, 33912. This exemption is applicable only to activities at this facility, and not to any other activities or facilities.

The Department has evaluated your request and supporting documentation. Based upon the information submitted and subject to appropriate specific conditions, the Department determined that Wind River's activities, located at 7990 Mainline Parkway, Fort Myers, FL 33912, should not cause the issuance of water contaminants in sufficient quantity, with respect to its character, quality or content, so as to contribute significantly to the pollution problems within the State. Therefore, pursuant to Rule 62-4.040(1)(b), F.A.C., the Department grants the requested exemption subject to the following eleven specific conditions:

1. Wind River shall not accept industrial wastewater, industrial residuals, nor industrial sludges, unless prior approval by the Lee County Utilities Industrial Pretreatment Office.
2. Wind River shall discharge all effluent (and only effluent) to the Lee County Utilities sanitary sewer system in accordance with a valid wastewater discharge permit issued to Wind River from Lee County Utilities Industrial Pretreatment Office.

3. Wind River shall dispose of 100% of the remainder dewatered material in a Class I solid waste landfill in accordance with Chapter 62-701, F.A.C.
4. There shall be no use, no land application, no distribution and marketing, and no transfers of material other than as allowed in conditions 2 and 3 above.
5. Wind River shall keep daily records of the type and quantities of waste received from source facilities, the quantity treated, the quantity of effluent discharged, the quantity of dewatered material landfilled, and associated hauling records, for a minimum of five years.
6. Wind River shall not cause a violation of the odor prohibition in Rule 62-296.320(2), F.A.C.
7. Biosolids, waste, effluent, or dewatered material shall not be spilled nor tracked off site by the hauling vehicle. Wind River shall orally report all spills to the Department's South District Office within one business day, and shall follow up with a written report within five days. Spills in excess of 1,000 gallons must also be orally reported to the State Warning Point at (800) 320-0519, within 24 hours of the spill.
8. Wind River agrees to allow Department personnel access to the facility and activities at reasonable times to inspect the facilities and operations, collect samples, or view and copy records required by paragraph 5.
9. This exemption does not relieve Wind River from liability for harm or injury to human health or welfare, animal, or plant life, or property, or from penalties; nor does it allow pollution in contravention of Florida Statutes or Department rules.
10. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department.
- 11. Unless terminated earlier, this exemption shall expire (terminate) on May 3, 2026.**

This exemption shall be terminated and re-evaluated under the applicable portions of Chapters 62-4, 62-600, 62-620, 62-604, 62-640, 62-520, and 62-660, F.A.C., should the basis for the exemption be subsequently found to be materially incorrect or pose a threat to the environment or public health. Please note that the failure to adhere to the design and operating characteristics submitted to the Department may result in enforcement action and civil penalties.

This permit exemption relates only to the domestic wastewater permitting requirements of the Department and does not relieve you from the responsibility of obtaining any required permits from other program areas within the Department, or required permits from other state, federal, or local agencies.

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. Please see Attachment 1, "Notice of Rights" for additional information. If you have any questions regarding this matter, please contact Bill Robertson by phone at (239) 344-5657 or email at bill.d.robertson@floridadep.gov.

Mr. Don Dumont
May 4, 2021
Page 3 of 3

Executed in Fort Myers, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Nolin Moon, P.E.
Program Administrator

ATTACHMENT
Notice of Rights

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Mark Farrell, VP of Operations, Wind River Environmental of Florida, LLC,
mfarrell@wrenvironmental.com
Michael Filian, A1 Gator Septic, michael@a1gatorseptic.com

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk

May 4, 2021
Date

Attachment 1

NOTICE OF RIGHTS

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Petitions by the applicant or any of the parties listed below must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than those entitled to written notice under section 120.60(3) of the Florida Statutes must be filed within fourteen days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first.

Under Section 120.60(3) of the Florida Statutes, however, any person who has asked the Department for notice of agency action may file a petition within fourteen days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57 of the Florida Statutes. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205 of the Florida Administrative Code.

A petition that disputes the material facts on which the Department's action is based must contain the following information:

- (a) The name, address, and telephone number of each petitioner; the Department permit identification number and the county in which the subject matter or activity is located;
- (b) A statement of how and when each petitioner received notice of the Department action;
- (c) A statement of how each petitioner's substantial interests are affected by the Department action;
- (d) A statement of the material facts disputed by the petitioner, if any;
- (e) A statement of facts that the petitioner contends warrant reversal or modification of the Department action;
- (f) A statement of which rules or statutes the petitioner contends require reversal or modification of the Department action; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wants the Department to take.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by Rule 28-106.301.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice.

Mr. Don Dumont
May 4, 2021
Page 5 of 3

Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

Mediation under Section 120.573 of the Florida Statutes is not available for this proceeding.

This action is final and effective on the date filed with the Clerk of the Department unless a petition is filed in accordance with the above. Upon the timely filing of a petition this order will not be effective until further order of the Department.

Any party to the order has the right to seek judicial review of the order under Section 120.68 of the Florida Statutes, by the filing of a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The Notice of Appeal must be filed within 30 days from the date when the final order is filed with the Clerk of the Department.



Lee County
Southwest Florida

BOARD OF COUNTY COMMISSIONERS

John E. Manning
District One

Cecil L. Pendergrass
District Two

Larry Kiker
District Three

Brian Hamman
District Four

Mike Greenwell
District Five

Dave Harner
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
Chief Hearing
Examiner

July 1, 2024

Mark Farrell, VP Operations
Wind River Environmental of Florida, LLC
7990 Mainline Parkway
Fort Myers, FL 33912

SUBJECT: Industrial User Wastewater Discharge Permit LCU-TO-2010-02 Renewal


Dear Mr. Farrell:

Your Industrial User Wastewater Discharge Permit (IWDP) has been modified in accordance with Lee County Ordinance 12-03.

You have the right to object to any term or condition of this permit in writing within thirty (30) days of issuance. A response to your objections will be given within thirty days after receiving your objections or comments. Should you decide to file an appeal to the LCU Pretreatment Program responses, the appeal proceeds in accordance with the requirements of Section 7, K of Lee County Ordinance 12-03. A copy of this ordinance is available online. If no objections are filed, the IWDP is deemed to be accepted as issued. All correspondence regarding this facility shall be directed to the Industrial Pretreatment Coordinator at the address listed on the permit.

Sincerely,

LEE COUNTY UTILITIES


Luis A. Méndez, E.I.
Industrial Pretreatment Coordinator

c: Robert Dick, Jr., Thomas White, IWDP File

Lee County Utilities Division
INDUSTRIAL USER
WASTEWATER DISCHARGE PERMIT

Permit No. LCU-TO-2010-02

In accordance with the provisions of Lee County Ordinance 12-03, Section 403.0885, Florida Statutes, and Chapter 62-625, Florida Administrative Code (F.A.C.), Lee County Utilities (LCU) hereby authorizes:

Wind River Environmental of Florida, LLC (WRE) located at 7990 Mainline Parkway to discharge domestic and non-domestic wastewater into the following LCU Treatment Facility:

Three Oaks Water Reclamation Facility

in accordance with the effluent limitations, monitoring requirements and other conditions set forth in this permit. Compliance with this permit does not relieve **WRE**, of its obligations to comply with all pretreatment regulations, standards, and requirements that may become effective during the term of this permit. Noncompliance with any of the terms and conditions of this permit shall constitute a violation of Lee County Ordinance 12-03, Florida Statutes, and F.A.C. and, consequently, all discharging operations shall be halted. This permit shall be effective for the period shown below:

Effective Date: July 1, 2024
Expiration Date: June 30, 2026

If **WRE** intends to continue to discharge after the expiration of this permit, an application must be filed for re-issuance of this permit a minimum of 30 days prior to the expiration date. This Industrial Wastewater Discharge Permit is **NON-TRANSFERABLE** by any means unless approved in advance and in writing by the Industrial Pretreatment Coordinator (239-533-8571). Any attempted assignment, transfer, or sale shall render this permit void and of no effect.

Issued this

July 1st, 2024

By:


Luis A. Mendez, E.I.,
Industrial Pretreatment Coordinator
Lee County Utilities

**LEE COUNTY CONTACT PHONE NUMBERS TO
REPORT IN CASE OF AN EMERGENCY**

Lee County Utilities Coordinator:	Luis A. Méndez, E.I. Industrial Pretreatment Coordinator <u>LMendezSantos@leegov.com</u> Of. Phone: (239) 533-8181 Direct Of. Phone: (239) 533-8571 Cell Phone: (239) 322-8053 1500 Monroe St. 3 rd Floor Fort Myers, FL
Three Oaks Water Reclamation Facility:	Thomas White Lead Operator <u>TWhite@leegov.com</u> Plant Phone: (239) 267-0387 Cell Phone: (239) 671-1613 18521 Three Oaks Parkway Fort Myers, FL 33967
Lee County Wastewater Manager:	Robert Dick, Jr. LC Wastewater Manager <u>RDickjr@leegov.com</u> Office Phone: (239) 481-1953 Cell Phone: (239) 634-8996 1366 San Souci Dr Fort Myers, FL 33919
After Business Hours:	Three Oaks Water Reclamation Facility (24/7) (239) 671-1613

GENERAL PERMIT USER INFORMATION

Company Name : Wind River Environmental of Florida, LLC

Permit No. : LCU-TO- 2010- 02

Physical Address : 7990 Mainline Parkway, Fort Myers, FL 33912

Mailing Address : Same

Authorized Representative : Mark Farrell
VP Operations Wastewater
MFarrell@wrenvironmental.com
(978) 646-7355

Alternate Contact : Michael Filian
Branch Administrative Supervisor
Michael@a1gatorseptic.com
(239) 267-4541 Ext. 2112
(239) 841-1882

Industrial Classification : SIC 4952 Sanitary Services/Sewerage Systems

NAICS 221320 Sewage treatment plants or facilities

Federal Industrial Category : N/A

Type of Source : Existing Source

Date of Operation
Commencement : August 12, 2010
February 20, 2018 (As WR Environmental)

LCU Account Number : 1190675 & 1190676

Part I – Prohibited Discharges

- A. **WRE** shall comply with all general and specific wastewater discharge prohibitions specified in Lee County Ordinance 12-03 and any other applicable STATE and FEDERAL pretreatment laws, regulations, standards, or requirements that may become effective during the term of this permit. A copy of Lee County Ordinance 12-03 is available online at leegov.com.
- B. The Permittee shall not discharge, permit the discharge, cause the discharge, or contribute to the discharge of any pollutant or wastewater that will interfere with the operation or performance of the Water Reclamation Facility (WRF) or otherwise pass through the WRF.
- C. The Permittee shall not discharge pollutants which by reason of their nature or quantity are or may be sufficient either alone or by interaction with other substances to create a fire or explosive hazard in the wastewater collection and treatment system. This includes but is not limited to, waste streams with a closed-cup flashpoint of less than 140°F (60°C) using the test methods specified in 40 CFR 261.21.
- D. These general prohibitions apply to all users of the WRF whether the user is subject to National Categorical Pretreatment Standards or any other National, State or Local pretreatment standards or requirements.

Part II - Description of Discharges and Pretreatment Standards

A. Description of Discharges

The permittee is authorized to discharge pre-treated septage and grease trap wastewater from the following points of discharge into the LCU wastewater treatment system:

Outfall 001

First Treatment Train (Septage Solids Removal)

Septage, Sewage and or Grease trap waste is collected by pumper truck and brought to the facility for pre-treatment, including FOG and solids removal. These waste streams are offloaded into two receiving screens that screen out inorganics, and then pass through grit and stone removal chambers.

The wastes that do not contain high Fats, Oils, Grease (FOG) are then collected in the pump station PS1 and transferred into two 22,000-gallon storage tanks (I-1 & I-2). That is then batch transferred and treated in a series of seven consecutive 10,000-gallon aeration tanks. After aeration the wastewater is treated with polymer and passed through dewatering process to remove the majority of the TSS. The filtrate from the dewatering process is pumped to a series of settling tanks before being discharged into the Three Oaks WRF collection system through Outfall 001. See Diagram # 1.

Second Treatment Train (FOG Removal)

Waste that contains FOG (grease trap waste or mixed loads containing septage, sewage and some portion of grease trap waste) goes through additional pretreatment to reduce the solids and FOG. After screening and grit removal, these wastes are transferred into a 7,500-gallon storage tank and then batch-transferred to ~ 7,000-gallon Conditioning Tanks. Lime is added in the conditioning tanks to adjust the pH to optimize floc formation with polymer before being pumped into the solids and FOG removal Press/ Filter.

The solids containing FOG from the Press/ Filter are deposited into a trash dumpster to be hauled away to the landfill and the filtrate is pumped back into the non-FOG waste process to be ultimately discharged into the Three Oaks WRF collection system through Outfall 001. See Diagram # 2.

Monitoring is required for the parameters set forth in Table I. The sampling point is located adjacent to the effluent discharge pump that transfer treated wastewater out of the 22,000 gal Batch Tank #3, into LCU sewer line. See Figure 1.

Diagram 1: Plant Top View

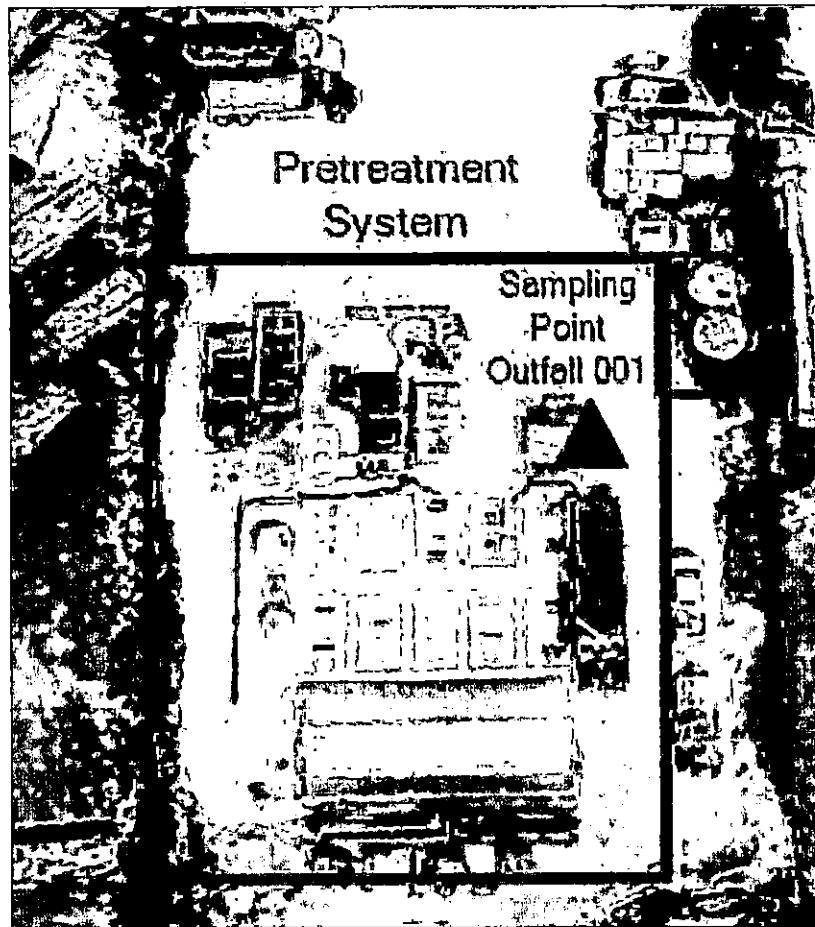
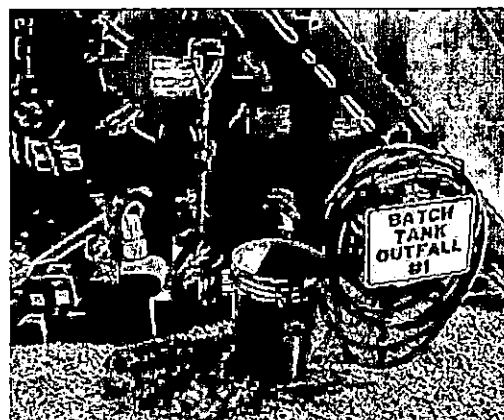


Figure 1: Point of Discharge Monitoring



Wind River Environmental of Florida, LLC

First Treatment Train Process Description (Septage Solids Removal)

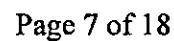
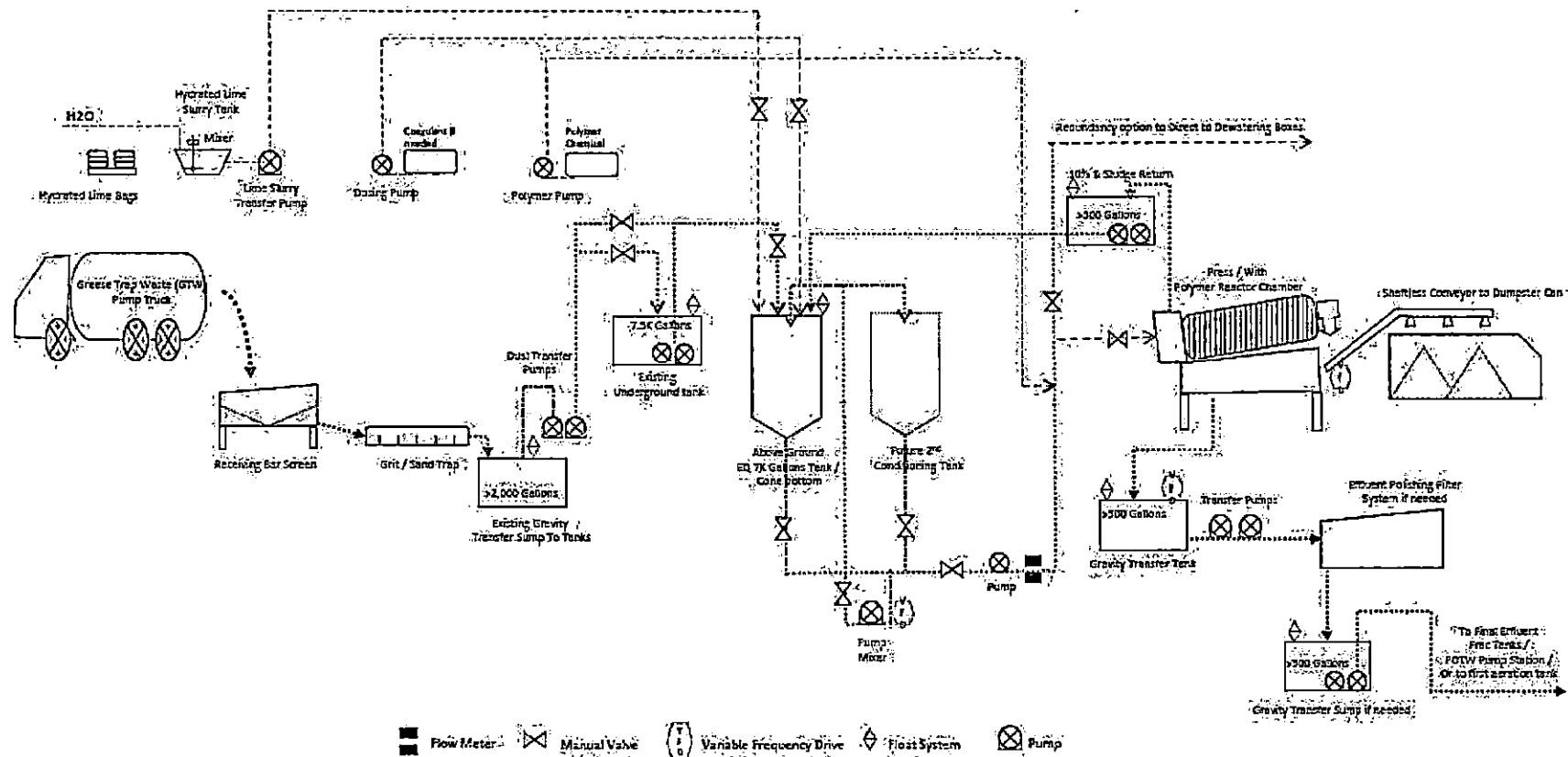


Diagram 2
Wind River Environmental of Florida, LLC
Second Treatment Train Process Description (FOG Removal)



B. Effluent Specific Limitations and Monitoring Requirements

1. Final Discharge Limitations & Monitoring Requirements – Outfall 001

Parameter	Daily Maximum	Limit Type	Sample Type	Monitoring Frequency
Flow (GPD) (Daily Max.) ¹	52,500	Discharge Allocation	Measure by meter differential	Daily
pH (S.U.) ¹	6.0 - 9.5	Local limit	Grab	Daily
Carbonaceous Biological Oxygen Demand (CBOD) (mg/L)	857	Local limit	Time Proportional Composite	Every 2 month
Chemical Oxygen Demand (COD) (mg/L)	Monitoring Only	Monitoring	Time Proportional Composite	Every 2 month
Total Suspended Solids (TSS) (mg/L)	383	Local limit	Time Proportional Composite	Every 2 month
Arsenic (mg/L)	0.13	Local limit	Time Proportional Composite	Annual
Cadmium (mg/L)	0.079	Local limit	Time Proportional Composite	Annual
Chlorides (mg/L)	724	Local Limit	Time Proportional Composite	Annual
Chromium (mg/L)	3.9	Local limit	Time Proportional Composite	Annual
Copper (mg/L)	5.5	Local limit	Time Proportional Composite	Annual
Cyanide (mg/L)	0.78	Local limit	Grab	Annual
Lead (mg/L)	0.31	Local limit	Time Proportional Composite	Annual
Mercury (mg/L)	0.041	Local limit	Time Proportional Composite	Annual
Molybdenum (mg/L)	0.25	Local limit	Time Proportional Composite	Annual
Nickel (mg/L)	0.35	Local limit	Time Proportional Composite	Annual
Selenium (mg/L)	0.15	Local limit	Time Proportional Composite	Annual
Silver (mg/L)	1.4	Local limit	Time Proportional Composite	Annual
Sodium (mg/L)	310	Local limit	Time Proportional Composite	Annual
Total Kjendal Nitrogen (mg/L)	172	Local limit	Time Proportional Composite	Every 2 month
Total Phosphorus (mg/L)	32	Local limit	Time Proportional Composite	Every 2 month
Zinc (mg/L)	0.31	Local limit	Time Proportional Composite	Annual
Oil & Grease (mg/L)	100	Local limit	Grab	Every 2 month

¹ To be reported in every 2 month SMR

- C. If additional pretreatment is required to meet discharge limits established in this permit, the permittee shall submit for the Lee County Pretreatment Program approval, the shortest schedule and proposed interim limits to provide such additional pretreatment.

Part III – Monitoring, Reporting, and Record Keeping Requirements

A. Monitoring Facilities

1. The permittee shall install and maintain, at the user's expense, a suitable control sampling station together with necessary approved meters, flow and pH apparatus and other appurtenances that the Pretreatment Coordinator require in the building sewer and/or internal drainage systems to facilitate observation, sampling, and measurement of the waste stream(s).
2. All devices used to measure wastewater flow and pH, shall be calibrated as required by the manufacturer specifications to ensure their accuracy. Calibration logs shall be kept for all such equipment.
3. All monitoring facilities shall be accessible, safely located and constructed in accordance with plans reviewed and accepted by LCU. The monitoring facilities shall be situated on the premises of the user unless the use of an existing monitoring facility on County property is acceptable to the Pretreatment Coordinator.
4. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times in accordance with manufacturer's recommendations.

B. Sampling and Analytical Procedures

1. Prior to self-monitoring sampling, the permittee shall notify the LCU Industrial Pretreatment Coordinator at 239-533-8571, at least one week in advance of the sampling for the possible observance.
2. Representative Sampling
 - a. All samples required by this permit must be representative of the permittee's discharges and must be collected at the sampling points specified by this permit.
 - b. The permittee shall submit the time-proportional sampling protocol during the first 15 days, for LCU approval.
 - c. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of the user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.

- d. Sampling shall be performed by qualified personnel in accordance with the techniques approved by "The Department of Environmental Protection Standard Operating Procedures for Field Activities" (DEP-SOP-001/01), 3/1/14 (Effective 7/30/08), herein incorporated by reference.
 - e. The permittee shall not change the designated monitoring points without Lee County Industrial Pretreatment Coordinator approval. The permittee shall maintain chain-of-custody records for every sampling event required under this permit.
 - f. Samples shall be collected and handled in accordance with Lee County Ordinance 12-03 and Chapter 62-625 (F.A.C.) standards.
3. Sampling Frequency (See Part II Section B for monitoring frequency per parameter)
- a. If monthly sampling is required, it shall be conducted every calendar month.
 - b. If Quarterly sampling is required, it shall be conducted as follows: Quarter 1: January – March; Quarter 2: April – June; Quarter 3: July – September; and Quarter 4: October – December, of each year.
 - c. If Bi-annual sampling is required, it shall be conducted within the calendar semester, Semester 1 (January – June) and Semester 2 (July – December) of each year.
 - d. If Annual sampling is required, it shall be conducted any time during a calendar year as long as the production rate is at least at 70% capacity. If for any reason, the production rate is below 70% for an undetermined period, the sampling shall be conducted within the expected highest possible rate.
 - e. If sampling performed by a permittee indicates any non-compliance, the permittee shall repeat the sampling and analysis for the parameter that was in violation within fifteen (15) days after becoming aware. The results of the non-compliance and repeated analysis shall be submitted to the Industrial Pretreatment Coordinator according to the reporting conditions established in this permit.
 - f. LCU may sample **WRE** without regard to the independent "self-monitoring" required by this permit. LCU sampling shall not substitute the user's self-monitoring requirement.
4. Analytical and Laboratory Requirements
- a. All activities related to sampling and analysis shall comply with Chapter 62-625.600(1)(e), (6)(d) and (e) and Chapter 62-160, F.A.C.

- b. Sampling activities shall be performed according to procedures specified in "The Department of Environmental Protection Standard Operating Procedures for Field Activities", DEP-SOP-001/01, March 31, 2008.
- c. Analytical tests shall be performed in accordance with applicable test procedures identified in 40 CFR Part 136. If a test for a specific component is not listed in 40 CFR Part 136, or if the test procedure has been determined to be inappropriate for the analyte in question (e.g., insufficient sensitivity) the laboratory, with the approval of the industrial user and Control Authority, shall identify and propose a method for use in accordance with Rules 62-160.300 and 62-160.330, F.A.C.

C. Reporting Requirements

1. Self-Monitoring Reports (Periodic Compliance Reports)

Self-monitoring reports shall be submitted to LCU, no later than the 28th day of the month following the prescribed monitoring frequency (see Section II.B). This report shall include the following:

- a. Copy of original laboratory report. The report shall clearly identify each waste stream sampled, sampling date, names of the person or persons taking the samples, date of analysis, who performed the analysis, analytical techniques and methods used and the results of these analysis. Results shall specify units and sample type (grab, composite).
- b. Copies of the chain of custody records for the samples. The record shall clearly identify each waste stream sampled, sampling date, parameters, sample type (grab, composite), names of the person or persons taking the samples and receiving samples at the laboratory, with their signatures.
- c. A table with the details of daily discharged flows.
- d. Copies of additional wastewater discharge analyses performed during the reporting period including repeated sampling required by Part II.B.3 at the sampling point specified in this permit.
- e. Notification of all non-compliances with discharge limitations established in this permit, a description of possible cause(s), and steps taken to correct them and to prevent future occurrences.
- f. A certification signed by an authorized representative according to the requirements established in Part II.C.4 of this permit.

2. Notification of Categorical and Local Limit Non-compliance

If sampling performed by the permittee indicates a violation(s) of an applicable National Categorical Pretreatment Standard or Local Limit, the permittee shall notify LCU within twenty- four (24) hours of becoming

aware of the violation(s). The permittee shall repeat the sampling and analysis for the parameter that was in violation as set forth in Section II.B.3.d.

3. Notification of Accidental Discharge / Slug Load Discharge

- a. The permittee shall notify the Industrial Pretreatment Coordinator of slug or accidental discharges, including requirements to control slug discharge if it is determined to be necessary, and requirements to report a change that may affect the potential for a slug discharge.
- b. **WRE** shall notify LCU immediately (within 24 hours), by calling Three Oaks WRF at 239-267-0387 and emailing all LCU emergency contacts listed in Page 2 upon the occurrence of an accidental discharge of substances prohibited by Ordinance 12-03, substances in excess of permitted limits, or any slug load or spill that may enter the sanitary sewer. The notification shall include location of discharge, date and time of discharge, type of waste, concentration of waste, volume of waste, and corrective action taken. **WRE** notification of accidental releases does not relieve it of other reporting requirements that arise under local, State, or Federal Laws.
- c. Within five days of accidental discharge, **WRE** shall submit to the Industrial Pretreatment Coordinator at 1500 Monroe Street, Fort Myers, FL 33901, a detailed written report regarding the discharge.

4. Signatories and Certification

All discharge permit applications and reports must be signed by an Authorized Representative of the permittee and contain the following certification statement:

"I certify under penalty of law that this document and all attachments thereto 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 the 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 fine and imprisonment for knowing violations."

5. All compliance reports shall be submitted to the attention of:

Industrial Pretreatment Coordinator
Lee County Utilities
1500 Monroe Street, 3rd Floor
Fort Myers, FL 33901

D. Record Keeping

1. Records of Sampling and Analysis

The permittee shall maintain records of all information resulting from any monitoring activities required by this permit. Such records shall include for all samples taken:

- a. The date, sampling point, time of sampling and the names of the person or persons who took the samples, including the chain of custody;
- b. The dates of sample preparation and date of analysis performed;
- c. The analytical techniques/methods used, method detection limits, date and time of analysis; and the certified results of such analyses.

2. Retention of Records

The permittee shall maintain for a minimum of three (3) years any records of monitoring activities and results (whether such monitoring activities are required by this permit) and shall make such records available for inspection and copying by the LCU or FDEP. This period of retention shall be extended during the course of any unresolved litigation regarding the permittee or a treatment work or when requested by the LCU or FDEP.

E. Entry, Inspection and Monitoring

The permittee shall allow the Industrial Pretreatment Coordinator and other duly authorized employees of LCU bearing proper credentials and identifications, access at all reasonable times to all parts of the premises for the purpose of inspection, observations, records examination, copying, measurement, sampling and testing in accordance with the provisions of Ordinance 12-03. The refusal to permit the LCU Official entry to or upon the premises of the permittee facilities for the purposes above mentioned and other duties as required by Ordinance 12-03 shall constitute a significant violation of this permit.

PART IV – STANDARD CONDITIONS

- A. Dilution of waste in an effort to reduce concentrations is prohibited.
- B. The permittee shall notify the Pretreatment Coordinator, of any new introduction of wastewater constituents or any substantial planned change in production rate of twenty percent (20%) or more in volume or character of the wastewater constituents being discharged to the WRF.
- C. Bypass
 1. Bypass is prohibited, and LCU shall take enforcement action against an industrial user for a bypass, unless:

- a. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - b. There were no technically feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated waste, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and
 - c. The permittee submitted notices as required under this permit.
- 2. LCU shall approve an anticipated bypass, after considering its adverse effects, if the Industrial Pretreatment Coordinator determines that it will meet the three (3) conditions listed in Part IV.C.1 above.
- 3. Notice of Bypass
 - a. If the permittee knows in advance of the need for a bypass, it shall submit a notice to LCU at least ten (10) days before the date of the bypass. If the permittee does not know of the need for a bypass ten (10) days prior to the bypass then the industrial user shall notify the Industrial Pretreatment Coordinator immediately upon knowledge of the need for the bypass.
 - b. The permittee shall submit an oral notice of an unanticipated bypass to the Industrial Pretreatment Coordinator within twenty-four (24) hours from the time becomes aware of the bypass.
 - c. A written submission shall also be provided within five (5) days of the time the permittee becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.
- D. Hazardous Waste – The permittee shall notify LCU and the Florida Department of Environmental Protection's (FDEP's) Hazardous Waste Office in writing of any discharge of a substance, which, if otherwise disposed of, would be hazardous waste under Chapter 62-730, F.A.C. within 5 days. In addition, telephone notifications shall be made within 24 hours of discharge to the Three Oaks WRF at 239-267-0387, and to the FDEP Pretreatment Program (850) 245-8605. Such notification must include the name of the hazardous waste, the EPA hazardous waste number, the type of discharge (continuous, batch, other), and the volume.
- E. Reopener Clause
 - 1. This permit may be reopened and modified with any applicable and more stringent requirements or alternate rate or surcharge schedules resulting

from re-evaluation of either the categorical or local limits as stated in Table 1, and in the County's sewer use ordinance or changes to the overall rate schedule.

2. The permit may be reopened and modified with more stringent requirements developed by LCU as are necessary to protect the WRF from pass through or interference and/or ensure compliance with all applicable permit requirements promulgated by EPA or FDEP.

F. Permit Renewal

1. To renew a permit, the permittee shall submit a permit renewal application to LCU a minimum of thirty (30) before the expiration date of the existing permit.
2. The permit renewal shall include information about new processes or planned modifications, if any, which would change the nature or increase the volume of the permittee's discharges into the LCU collection and treatment facilities.
3. The permit renewal and the supporting documents shall be submitted to:

Industrial Permit Coordinator
Lee County Utilities
1500 Monroe Street 3rd Floor
Fort Myers, FL 33901

- G. Confidential Information - Information and data obtained from reports, questionnaires, IWDP applications, permits and monitoring programs or from inspections of the permittee shall be available to the public or other governmental agency without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of LCU that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets.

PART IV – CIVIL AND CRIMINAL PENALTIES

- A. Violations: Any person found to have violated any provisions of the Ordinance 12-03 or any condition of this PERMIT issued hereunder, shall be subject to penalties and fines of FIVE HUNDRED DOLLARS (\$500.00) to ONE THOUSAND DOLLARS (\$1000) for each offense. Each separate violation shall constitute a separate offense and each day of violation shall constitute a separate violation. In addition to the penalties provided herein, the County may recover reasonable attorney fees, court costs, court reporter fees, and other expenses of litigation by appropriate suit at law against the person found to have violated this division or the orders, rules, regulations, and the IWDP issued herein.
- B. Falsifying Information: Any person who knowingly makes any false statements, representation, or certification in any application, record, report, plan, or

document filed or required to be maintained, pursuant to this division, or IWDP, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method under this division, shall be subject to a fine not to exceed ONE THOUSAND DOLLARS (\$1,000.00). Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense.

PART V – FEES

The County reserves the right to develop and impose applicable charges or fees for the recovery of costs from the permittee of the WRF for the implementation of the provision of the Industrial Pretreatment Program, in accordance with the LCU Ordinance 12-03.

FLOW MEASUREMENT FOR BATCH DISCHARGES

Month:		Year:				
Day	Time Start	Meter Reading	Time End	Meter Reading	Discharge Time	Flow (GPD)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
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21						
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23						
24						
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26						
27						
28						
29						
30						
31						