

SECOND AMENDMENT OF THE MATERIAL RECOVERY
FACILITY (MRF) OPERATIONS, MAINTENANCE,
AND MARKETING SERVICES AGREEMENT

THIS SECOND AMENDMENT OF THE MATERIAL RECOVERY FACILITY (MRF) OPERATIONS, MAINTENANCE, AND MARKETING SERVICES AGREEMENT, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and FCR Florida, LLC dba Republic Services of Fort Myers ("Contractor"), collectively, the "Parties."

WHEREAS, the County entered into a Material Recovery Facility (MRF) Operations, Maintenance, and Marketing Services Agreement- Contract Number 5730, through Solicitation RFP 170141DKR with Contractor on the 10th day of July, 2017 ("Agreement"); and

WHEREAS, it would be in the best interest of the County to modify Article 5.4, Services and Article 8, Disposal of the Agreement to allow the County to be responsible and provide transportation of Rejects from the MRF; and, WHEREAS, the County and Contractor desire to enter into this Second Amendment to amend the Agreement as set forth herein. NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The Parties agree that the provision in Article 5.4 stating: "The County shall provide electricity, water, telecommunications service, and grounds/lawn maintenance." shall be supplemented to read: "The County shall provide electricity, water, telecommunications service, and grounds/lawn maintenance. Furthermore, the County shall be responsible for hauling all Rejects."

2. The Parties agree that the provision in Article 8 stating:

"Contractor shall be responsible for collecting, hauling, and disposing of all Rejects. Disposal must be made at the County's Waste-to-Energy facility at 10550 Buckingham Road, Ft. Myers, Florida 33905, with the exception of Glass-Mixed (3/8 unders). The County will be responsible for the disposal costs of Contamination at the Waste-to-Energy facility. The cost of Contamination will be determined based on the AMV Contamination percentage times the total inbound Program Recyclables Tons in a given month. All disposal of Tons beyond the AMV-designated Contamination, as calculated herein, shall be the

responsibility of the Contractor. All Rejects must be weighed prior to disposal. The disposal fee, per Ton, will be the current Lee County gate rate for disposal of Solid Waste, without surcharges, at the time of disposal. Glass-Mixed (3/8 unders) are not allowed at the Waste-to-Energy facility; however, Contractor is authorized to deliver it to the Lee County Landfill for a tip fee of zero dollars (\$0.00).”

shall be superseded by:

“Contractor shall be responsible for the collection and disposal costs of all Rejects. Disposal must be made at the County's Waste-to-Energy facility at 10550 Buckingham Road, Ft. Myers, Florida 33905, with the exception of Glass-Mixed (3/8 unders). The County will be responsible for the disposal costs of Contamination at the Waste-to-Energy facility. The cost of Contamination will be determined based on the ACR Contamination percentage times the total inbound Program Recyclables Tons in a given month. All disposal of Tons beyond the ACR-designated Contamination, as calculated herein, shall be the responsibility of the Contractor. All Rejects must be weighed prior to disposal. The disposal fee, per Ton, will be the current Lee County gate rate for disposal of Solid Waste, without surcharges, at the time of disposal. Glass-Mixed (3/8 unders) are not allowed at the Waste-to-Energy facility; however, Contractor is authorized to deliver it to the Lee County Landfill for a tip fee of zero dollars (\$0.00).”

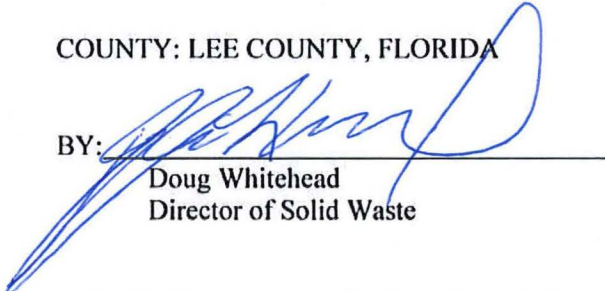
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RFP170141DKR
Lee County MRF Operations,
Maintenance & Marketing
Contract No. 5730 – Amendment No. 2

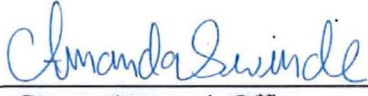
IN WITNESS WHEREOF, this Second Amendment of the Agreement has been signed and sealed, in duplicate,
by the respective parties hereto.

DATED this 31st day of AUGUST, 2020 by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: 
Doug Whitehead
Director of Solid Waste

APPROVED as to Form for the Reliance of
Lee County Only


BY: 
County Attorney's Office

DATED this 27th day of August, 2020 by FCR Florida, LLC dba Republic Services of Fort Myers

ATTEST:



(Witness)

BY: 
Authorized Signature

JAMES B. AMICK JR
Authorized Signature Printed Name

V.P. AREA PRESIDENT
Authorized Signature Title

CORPORATE SEAL:

**FIRST AMENDMENT OF MATERIAL RECOVERY FACILITY (MRF) OPERATIONS, MAINTENANCE, AND
MARKETING SERVICES AGREEMENT**

THIS FIRST AMENDMENT OF MATERIAL RECOVERY FACILITY (MRF) OPERATIONS, MAINTENANCE, AND MARKETING SERVICES AGREEMENT ("First Amendment"), made and entered into the ^{27th} day of November, 2018 by and between the Lee County, a political subdivision of the State of Florida, located at Fort Myers, FL ("County"), and FCR Florida LLC dba "Republic Services of Fort Myers", a Delaware limited liability company ("Contractor").

WHEREAS, the County entered into a MATERIAL RECOVERY FACILITY (MRF) OPERATIONS, MAINTENANCE, AND MARKETING SERVICES AGREEMENT – Contract Number _____ through Solicitation RFP 170141DKR with Contractor on the 10th day of July 2017 ("Agreement"); and

WHEREAS, on June 15, 2018, Contractor submitted a petition to the County for an extraordinary rate adjustment pursuant to Section 11.3 of the Agreement due to the unforeseen cost increases of Contractor arising from the change in law associated with the China National Sword initiative;

WHEREAS, County and Contractor desire to enter into this First Amendment to amend the Agreement as set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. This First Amendment shall be effective on October 1, 2018 ("Amendment Effective Date").
2. Article 1. Definitions: delete "Average Market Value (AMV)" definition and substitute the following:

Average Commodity Revenue "(ACR)" - means the Net Revenue divided by the actual total Tons of Materials (including Rejects therein or resulting therefrom) shipped from the MRF derived from the Inbound Tons.

The parties agree that all references in the Agreement to "Average Market Value" or "AMV" shall be changed to "Average Commodity Revenue" or "ACR", as applicable.

3. Article 1. Definitions: add the following definitions:

Inbound Tons – means the actual total Tons of Materials (including Rejects therein or resulting therefrom but excluding Push-and-Bale Recyclables) delivered to the MRF from the County's curbside residential single stream recycling program in the applicable month (the "Inbound Tons").

Net Revenue – means the gross revenue received by Contractor for the outbound sale of all Materials from the Inbound Tons in a calendar month minus any direct costs of Contractor related to transportation and disposal of any such Materials and Rejects (including, without limitation, costs for (i) Recyclables that are sold, (ii) Rejects and (iii) recyclables shipped for which there is no positive revenue or positive value) contained in or resulting from the Inbound Tons in a calendar month. The Net Revenue shall exclude any revenue received by Contractor with respect to Push-and-Bale Recyclables.

4. Add new Article 4.18 that reads as follows:

4.18 Reject Composition Guaranty

Upon completion of the installation of the upgrade to the Processing System and enhancements to the Equipment Contractor (pursuant to the Detailed Specifications for the Buckingham Solid Waste Energy Recovery Facility Materials Recovery Facility (MRF) Recycling Equipment Additions and Modifications dated June 1, 2018) shall guarantee the Reject composition as follows ("Reject Composition Guarantee"):

i. Contractor guarantees that the Rejects from the operation of the MRF shall contain primarily Contaminants versus Residuals. The County reserves the right to sample, without notice, all Rejects from the MRF at a mutually agreed to day and time.

ii. Contractor will perform a Reject sort on a quarterly basis ("Quarterly Sort") or, on a monthly basis during the first six-month period following the Amendment Effective Date if requested by the County and each sort will be witnessed by the County. The procedure for these sorts will follow an established method agreed upon by both parties. Each sort will consist of at least one half (1/2) Ton +/- 10%. If it is determined that the Rejects from the sort or sampled from the MRF contains more than (A) sixty-five hundredths percent (0.65%) by weight of aluminum cans, (B) five percent (5%) by weight of ferrous metals cans, or (C) ten percent (10%) by weight of recyclable #1 & #2 plastic bottles, the County shall immediately notify the Contractor in writing that the Reject Composition Guarantee has failed and damages shall be assessed as stated hereafter. The Contractor will work to resolve any operational issues and perform a monthly reject sort until such time that the Rejects from the sort samples meet the Reject Composition Guarantee. Any materials in a sort that contain more than de minimis fluids or food, are unopened and full containers, or materials that are nested or intertwined together, or in plastic bags will not be counted as aluminum, ferrous metal, or 1 & 2 plastic bottles for purposes of determining whether the Reject Composition Guarantee has been satisfied. Both parties agree to further evaluate plastic bags in Reject sorts to determine if any amendment to the prior sentence is necessary.

iii. During performance of the Quarterly Sort or subsequent sorts following a failure to meet the Reject Composition Guarantee, Contractor shall be solely responsible for all costs, including, but not limited to, Contractor's personnel and other

costs associated with the sampling. The Contractor shall provide a scale to weigh the aluminum, ferrous metals and 1 & 2 plastic bottles. Additional sorts, if requested by the County, shall be paid for by the County (the County will reimburse Contractor its labor costs) if the sort reveals the Reject Composition Guarantee has been satisfied.

iv. During performance of any Reject sort, the County shall be solely responsible for any County personnel, delivery of materials, and costs normally the responsibility of the County in accordance with this Agreement.

v. Damages for Contractor's failure to satisfy the Reject Composition Guarantee shall be assessed at the rate of \$250 per day beginning with the first day after the County provides Contractor written notice of failure to satisfy the Reject Composition Guarantee and continue until the Contractor demonstrates it satisfies the Reject Composition Guarantee through a subsequent Residual sort scheduled by the Contractor, witnessed by a representative of the County and conducted at Contractor's expense. The \$250 per day payment to the County is the County's sole and exclusive remedy for Contractor's failure to satisfy the Reject Composition Guarantee unless there are more than (a) three (3) consecutive failures during the first six-month period following the Amendment Effective Date or (b) two (2) consecutive failures with respect to the Quarterly Sorts.

5. Article 4.6.3 is modified by adding the following:

Upon completion of the installation of the upgrade to the Processing System and enhancements to the Equipment (pursuant to the Detailed Specifications for the Buckingham Solid Waste Energy Recovery Facility Materials Recovery Facility (MRF) Recycling Equipment Additions and Modifications dated June 1, 2018), Contractor shall use practical and good faith efforts to maintain six (6) quality control sorters at the pre-inspection station. If at any time the Contractor has a staffing level below six quality control sorters the Contractor shall provide written notification to the County that justifies the reason and actions taken to ensure sufficient quality controls are implemented.

6. Article 9.2 is modified by adding the following:

Contractor will provide County with monthly documentation of purchase orders (P.O.'s) and other documentation reasonably necessary to establish the determination of the ACR and the Net Revenue. A summary sheet will reflect by grade of product the combined volumes and revenues for each product and the resulting ACR.

7. Article 11.1.2 is deleted and substituted with the following:

11.1.2: Program Recyclables Payment: Each month Contractor shall calculate the ACR in accordance with Exhibit 2. If the ACR exceeds the Operations and Maintenance Fee ("O&M Fee"), Contractor shall pay the County an amount equal to the ACR minus the applicable O&M

Fee, multiplied by the Inbound Tons during the same month, multiplied by the County Revenue Share (%) identified in Exhibit 1 (the "Program Recyclables Payment to the County"). If the ACR is less than the applicable O&M Fee, the County shall pay Contractor an amount equal to the difference between the applicable O&M Fee and the ACR multiplied by the Inbound Tons during the same month (the "Program Recyclables Payment to the Contractor" and collectively with the Program Recyclables Payment to the County, the "Program Recyclables Payment").

The "O&M Fee (per Ton) – Base" shall be used to calculate the Program Recyclables Payment upon the Amendment Effective Date. Upon completion of the installation of the upgrade to the Processing System and enhancements to the Equipment (pursuant to the Detailed Specifications for the Buckingham Solid Waste Energy Recovery Facility Materials Recovery Facility (MRF) Recycling Equipment Additions and Modifications dated June 1, 2018), the "O&M Fee (per Ton) – Option 1" set forth on Exhibit 1 shall be used to calculate the Program Recyclables Payment.

8. Article 11.2 is modified such that (a) the initial CPI adjustment for the O&M Fee (both the Base and Option 1) shall be on October 1, 2020, and (b) CPI adjustments shall then occur on each subsequent anniversary thereafter during the term of this Agreement.

9. Article 11.3 is modified by deleting the fourth sentence and replacing it with the following:

Contractor's petition for extraordinary rate adjustment shall be reviewed by the Director, who shall make a recommendation for approval or denial to the Board of County Commissioners.

10. Article 15.1 is modified such that a force majeure event shall mean an event not within the reasonable control of either party.

11. Exhibit 1 is deleted and substituted with the following:

Compensation Rates	
Host Fee (per month)	\$41,667
County Revenue Share (%)	85%
Merchant Fee (per Ton)	\$15.00
P&B Fee (per Ton)	\$25.00
O&M Fee (per Ton) - Base	\$82.50
O&M Fee (per Ton) – Option 1	\$79.00

12. Exhibit 2 is deleted and substituted with the following:

Exhibit 2

Examples of Revenue Share Calculation¹

Favorable commodity market example:

ACR of \$125.21 per Ton

O&M Fee (per Ton) - Base: \$82.50 per Ton

Excess ACR: \$42.71 per Ton (\$125.21 - \$82.50)

County Revenue Share \$36.30 per Ton (\$42.71 x 85%)

Payment to County by Contractor would be **\$36.30 per Ton** multiplied by the Inbound Tons in the applicable month.

Unfavorable commodity market example:

ACR of \$63.14 per Ton

O&M Fee (per Ton) - Base: \$82.50 per Ton

Excess ACR: (\$19.36) per Ton (\$63.14 - \$82.50)

Payment to Contractor by County is **\$19.36 per Ton** multiplied by the Inbound Tons in the applicable month.

¹This is an example for the first year, where there is no adjustment to the O&M Fee due to the annual CPI adjustment or the \$3.50 reduction that will occur upon completion of capital improvements to be made by the County.

13. Except as expressly set forth herein, all of the terms, covenants and conditions of the Agreement are hereby ratified and confirmed, and each party, by the execution of this First Amendment, hereby signifies their intent to be bound thereby.

[The remainder of this page intentionally left blank.]

RFP 170141DKR
Lee County MRF Operations, Maintenance & Marketing
Contract No. 5730-Amendment No.1

IN WITNESS WHEREOF, this First Amendment of the Agreement has been signed and sealed, in duplicate,
by the respective parties hereto.

ATTACHED:
CLERK OF CIRCUIT COURT
Linda Doggett, Clerk

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

Melina Butler

BY: Brian Hamm
Vice Chair Brian Hamm

DATE: Nov 27th 2018

DEPUTY CLERK



APPROVED as to Form for the Reliance of
Lee County Only

BY: Cheranda Sider
County Attorney's Office

ATTEST

FCR Florida, LLC dba "Republic Services of Fort Myers"

BY: [Signature]
Authorized Signature

Sheila L. Poulos
(Witness)

Bryan Boyer
Authorized Signature Printed Name

Brenda Chapman
(Witness)

President
Authorized Signature Title

DATE: 10.23.18

CORPORATE SEAL:





LEE COUNTY
SOUTHWEST FLORIDA

**MATERIAL RECOVERY FACILITY (MRF) OPERATIONS,
MAINTENANCE, AND MARKETING SERVICES AGREEMENT**

BETWEEN

**LEE COUNTY
("COUNTY")**

AND

**FCR FLORIDA, LLC DBA "RECOMMUNITY"
("CONTRACTOR")**

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ARTICLE 1. DEFINITIONS

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any action that is contrary to federal, state or local law. Terms that are not defined herein shall be given their plain meaning unless the context in which the term is used denotes a different meaning.

Agreement or Service Agreement shall mean this contractual Agreement between the County and Contractor for the operations, maintenance, and marketing of the County's recyclables as described herein and the attached exhibits.

Applicable Law shall mean all applicable federal and state of Florida laws, local (municipal and county) ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this Agreement.

Average Market Value (AMV) shall mean a market index used to monthly adjust the revenue paid by Contractor to the County based on fluctuations in the commodity market. The AMV of Program Recyclables delivered to the MRF shall be calculated pursuant to Exhibit 2 of this Agreement.

Change in Law shall mean (i) the adoption, promulgation, or modification after the Effective Date of any law, regulation, order, statute, ordinance, or rule that was not adopted, promulgated, or modified on or before the Effective Date; or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, or approval after the Effective Date, which in the case of either (i) or (ii) establishes requirements affecting Contractor's operation under this Agreement more burdensome than the requirements that are applicable to Contractor in effect as of the Effective Date. A change in any federal, state, county, or other tax law or worker's compensation law shall not be a Change in Law. However, in the event that a federal, state, or local entity imposes a fee, charge, or tax after the Effective Date that applies to Contractor's operations per se, such fee, charge, or tax shall be treated as a Change in Law.

Commencement Date shall mean October 1, 2017, the date services pursuant to this Agreement shall commence.

Commencement Inspection shall mean an inspection jointly conducted by the Contractor and the County of the MRF Facility including the site, building, and Equipment, occurring no later than fifteen (15) Days after the Commencement Date. The Commencement Inspection shall establish the condition of the MRF for the purpose of determining the Required Turn Back Condition.

Contract Administrator shall mean the individual designated by the Director to act as the County's representative in matters relating to the interpretation, implementation, and enforcement of this Agreement.

Contract Year shall mean October 1 of a given year through September 30 of the following year.

Contractor shall mean [INSERT CONTRACTOR NAME] with whom the County has entered into this Agreement.

Contamination or Contaminants shall mean Materials collected along with Recyclables that are not designated by the County as Program Recyclables.

County shall mean Lee County, Florida.

Day shall mean one calendar day.

Department shall mean the Lee County Solid Waste Division or subsequent organization.

Director shall mean the Director of Lee County Solid Waste Division.

Effective Date shall mean the date this Agreement has been executed by both the County and Contractor.

Equipment shall mean all fixed equipment in the MRF owned by the County including any subsequent additions, retrofits, and replacements thereto whether done by the County or the Contractor.

Facility shall mean the MRF, including all property, building, Equipment, and contents.

Facility Manager shall mean the individual designated in writing by Contractor to represent it in all matters relating to the operation, maintenance, and management of the MRF.

Hazardous/Biohazardous Waste shall mean all materials or substances defined or characterized as hazardous or biohazardous waste by the United States Environmental Protection Agency, the Florida Department of Environmental Protection, or any other agency pursuant to any environmental law and all current and future amendments thereto and all regulations promulgated thereunder.

Material(s) shall mean Recyclables of any quality or type which may contain Contaminants or Solid Waste.

Materials Recovery Facility, or MRF, shall mean the Lee County Materials Recycling Facility, a Recovered Materials Processing Facility, located at 10500 Buckingham Road, Fort Myers, Florida 33905.

Merchant Fee shall mean the per-Ton fee paid by Contractor to the County for each Ton of Merchant Recyclables received at the MRF.

Merchant Recyclables shall mean Recyclables that are received at the MRF but which are not delivered or caused to be delivered to the MRF by the County or pursuant to an agreement or contract in which the County is a party.

Mixed Cullet shall mean pieces of container glass, 2.50 inches or smaller and mixed colors. Mixed cullet shall be processed separately and marketed whether the price is positive or negative.

Peak Season shall mean the period between November 1 of a given year and April 30 of the following year unless specified by the County.

Processing System shall mean all elements and aspects of the Equipment that makes up the processing system including, but not limited to, screens, belts, optical sorters, platforms, structural steel, electrical controls, compressors, etc.

Program Recyclables shall mean all Recyclables accepted in the County's curbside residential single stream recycling program contractually committed to be delivered to the MRF. Materials accepted in the County's program are identified in Exhibit 3.

Push-and-Bale Recyclables or P&B shall mean source-separated Recyclables delivered by or on behalf of the County. These Push-and-Bale Recyclables, when delivered to the MRF, bypass the Processing System and are loaded directly into the baler feed.

Recovered Materials As defined by Section 403.703(24).F.S. Recovered Materials are not Solid Waste.

Recyclable Materials or Recyclables shall mean those materials that are capable of being recycled and that would otherwise be processed or disposed of as Solid Waste.

Rejects shall mean those materials that are not converted to Recovered Materials. Rejects consist of Contaminants and Residuals.

Required Turn Back Condition shall mean the condition of the Facility as mutually established by the County and Contractor at the time of the Commencement Inspection, and allowing for reasonable wear and tear commensurate with the time of use considering Contractor's responsibility for maintenance.

Residue or Residuals shall mean Recyclables that are accepted by Contractor, processed at the MRF, and not converted into Recovered Materials by the Contractor due to breakage and/or transportation or processing limitations or inefficiencies.

Rolling Stock shall mean all mobile pieces of equipment provided by the Contractor in order to meet its responsibilities to operate and maintain the Facility.

Scrap Metal, a non-designated Program Recyclable, shall be defined as Other Ferrous Metals and Other Non-Ferrous Metals. Examples of Other Ferrous Metals include: clothes hangers, sheet metal products, pipes, miscellaneous metal craps, pots and pans, and other magnetic metal items. Examples of Other Non-Ferrous Metals include: pie plates, aluminum foil, and catering trays, and other non-magnetic metal items, such as copper wiring and tubing, and brass fixtures. County will share revenues with the Contractor at the current revenue share percentage due the Contractor under this agreement.

Segregated Cardboard shall mean segregated cardboard delivered to the MRF by the County generated by County operations or facility.

Shutdown shall mean any time in which the Contractor is unable to accept or process Materials pursuant to the terms and conditions of this Agreement after the Commencement Date with the exception of force majeure.

Single Stream refers to a recycling process that allows for Recyclables to be collected comingled, with containers and paper collected in the same collection container.

Solid Waste As defined by Section 403.703(32).F.S., as may be amended, including garbage, rubbish, refuse, special waste, or other discarded waste. Recovered Materials are not Solid Waste. For the purpose of this Agreement, Solid Waste shall not include Recyclables.

Ton refers to a unit of weight equal to 2,000 pounds, also referred to as a short Ton.

Transition Inspection shall mean an inspection jointly conducted by the Contractor, County and previous MRF operator of the MRF Facility including the site, building, and Equipment, occurring at least sixty (60) Days prior to the Commencement Date.

Transition Period shall mean the period beginning June 1, 2017 through the Commencement Date.

ARTICLE 2. TERM

2.1. Effective and Commencement Dates

The Effective Date is the date that this Agreement is executed and has been signed by the County and Contractor, whichever date is later. The Commencement Date shall be October 1, 2017; no work under this Agreement may begin at the MRF until the County issues a Notice to Proceed.

2.2. Transition Period

During the Transition Period, the Contractor and the County shall prepare for the transition of MRF operations from the previous MRF operator to the Contractor. At the County's discretion, and at no additional cost to the County, the Contractor may be required to attend transition meetings; the Contractor shall attend inspections as required under the terms of this Agreement.

2.3. Initial Term

The term of this Agreement shall be for a period of five (5) years beginning on the Commencement Date and terminating September 30, 2022.

2.4. Renewal Option

At the sole option of the County, this Agreement may be renewed for two (2) additional terms of two (2) years each under the same terms and conditions as the initial term, including amendments. Contractor shall be notified no later than one hundred eighty (180) Days prior to the end of the initial term of the County's intent to renew this Agreement.

ARTICLE 3. OWNERSHIP

3.1. County Ownership of Facility

County owns the site, building, and all Equipment present at the MRF on the Effective Date. In the event that the County purchases, installs, or removes Equipment at the MRF, the County shall retain ownership of such Equipment. County personnel occupy the offices at the MRF. The County will make available to the Contractor for its use two (2) offices on the second floor of the building. The Contractor is solely responsible for the maintenance of, and assumes full responsibility for its employees' use of, the offices.

3.2. Contractor Ownership

The Contractor owns all Rolling Stock, tools, spare parts, materials and supplies purchased by the Contractor to meet its obligations under this Agreement.

3.3. Inspections/Audits

3.3.1. Transition Inspection: At least sixty (60) Days prior to the Commencement Date, the Contractor and County shall jointly conduct an inspection of the MRF Facility including the site, building, and Equipment. Based on the initial inspection and the Contractor's input, the County will develop an inspection report that lists necessary maintenance and repairs that should be completed prior to the Commencement Date by the Contractor.

3.3.2. Commencement Inspection: In order to establish the condition of the MRF for the purpose of determining the Required Turn Back Condition, the County and Contractor shall conduct a joint inspection of the MRF no later than fifteen (15) Days after the Commencement Date.

3.3.3. Annual Audit: Following the first anniversary of the Commencement Date, once each year the County will have a comprehensive Equipment audit conducted by a third party. The County will pay for the audit. The audit will result in an evaluation of the maintenance and repair of the County's Equipment and a list of any items that require maintenance, repair, and/or replacement. The Contractor will have thirty (30) Days to correct any deficiencies identified by the audit. The results will be used by the County to help evaluate the Contractor's adherence to Equipment maintenance requirements as defined in Article 4.15. In addition, the Contractor's maintenance and repair records may be audited, if needed.

3.4. Access and Right to Inspect

The County shall have unrestricted access to the Facility and the right to conduct scheduled or unscheduled inspections of the Facility to evaluate Contractor's adherence to Facility maintenance requirements and operating practices without prior notice to Contractor, provided that such inspection shall not unduly impede or interfere with the operation of the MRF. Operating practices shall include, but not be limited to, the receipt, separation, processing, loading, storage, and transportation of Recyclables and Recovered Materials and Rejects. Contractor shall reasonably accommodate the County's inspection rights described herein, provided it does not create a safety hazard. Contractor must obtain written approval from the County prior to changing locks or security

systems. Within twenty-four (24) hours of an approved change, Contractor shall notify the County that the change has been completed and provide the County with keys and/or access codes.

3.5. Modifications to MRF

Contractor must obtain written approval from the County prior to initiating or undertaking any physical modifications to the Facility that alter the site, building, or Equipment. County consent may not be unreasonably withheld. Any Equipment installed by the Contractor shall remain and become the property of the County at the expiration of this Agreement.

ARTICLE 4. CONTRACTOR RESPONSIBILITIES

The Contractor acknowledges and accepts that the MRF Facility including the site, building, and Equipment are sufficient to enable the Contractor to meet its obligations and responsibilities to operate the MRF as defined in this Agreement. Contractor is solely responsible for ensuring that the MRF Facility remains sufficient to meet its obligations at all times.

4.1. Contractor Services

Contractor shall comply strictly with all of the terms and conditions of Request for Proposals No. RFP170141DKR (the Solicitation), a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement. In the event of a conflict between the Agreement and the Solicitation, the Agreement shall take precedence. Contractor shall be responsible for all aspects of managing, staffing, operating, and maintaining the MRF in conformance with the terms of this Agreement, including the following as more fully defined in this Agreement:

- Receive and process Program and Push-and-Bale Recyclables;
- Store, ship, and market Recovered Materials;
- Maintain accurate records and provide monthly and annual reports to the County;
- Recruit, hire, and train managerial, supervisory, and operating personnel;
- Provide all tools, supplies, Rolling Stock, and any other equipment necessary to fulfill its responsibilities to operate and maintain the MRF;
- Maintain County-owned Equipment according to County-provided minimum preventative/regular maintenance schedule and as needed to conform with its Required Turn Back Condition, ordinary wear and tear excepted; and
- Maintain County-owned MRF Facility in its Required Turn Back Condition, ordinary wear and tear excepted.

4.2. Compliance with Laws and Regulations

In fulfilling its responsibilities under this Agreement, Contractor shall comply with all Applicable Laws, regulations, permits and similar requirements, including all requirements concerning health and safety, noise, odors, effluent and emissions.

4.3. Facility Manager

The Facility Manager shall be appointed by the Contractor with approval from the County, and shall be the primary point of contact on behalf of the Contractor for all technical and administrative matters pertaining to this Agreement. The County's approval of the Facility Manager shall not be unreasonably withheld. The Facility Manager shall be responsible for overseeing and implementing

the Contractor's performance under this Agreement. Should there be reasonable cause, the County reserves the right to request removal of the Facility Manager. In addition to the Facility Manager, MRF personnel that have full authority to make operating decisions and key maintenance and operating personnel shall be available at all times during MRF operation.

4.4. Operations and Maintenance Plan

At least thirty (30) Days prior to the Commencement Date, Contractor shall provide to the County a detailed Operations and Maintenance Plan (O&M Plan) that has been approved by the Contract Administrator. The O&M Plan shall include a detailed description of all activities to be undertaken by Contractor to operate and maintain the MRF pursuant to this Agreement. Contractor shall keep the O&M Plan, and all related documents required to implement it (including, but not limited to, OEM manuals, OEM preventative maintenance and maintenance schedule, and safety manual) on-site and available to the County upon request.

4.4.1. The O&M Plan shall include, at a minimum, the following information:

- a. Facility Contacts: name and contact information for responsible personnel and emergency contacts;
- b. Operational Procedures: Equipment start-up and shut down, traffic control, tip floor management, receiving protocol and load inspection, Material handling procedures for each stage of operations, Reject analysis protocol and control, disposal procedures;
- c. Organization and Staffing Plan: organizational chart, job descriptions for each position, staffing requirements for all positions;
- d. Health and Safety Procedures: training requirements and procedures for compliance with all Applicable Laws, rules and regulations, emergency procedures, fire prevention and training, safety policy and procedures, hazardous waste handling training, housekeeping standards and schedule;
- e. Emergency Procedures: procedures for fire, toxic or hazardous substance release, personnel injury, and other emergency conditions;
- f. Contingency Plan: contingency procedures in the event that Recyclables cannot be delivered to or processed at the MRF;
- g. Equipment and Rolling Stock Maintenance: schedule of preventative and regular maintenance procedures for each piece of Equipment and Rolling Stock, spare parts inventory, and the schedule for audits (the County's minimum requirements are provided in Exhibit 4);
- h. Facility Inspection and Maintenance: schedule of inspection and maintenance procedures for the MRF site and building including, at a minimum, the requirements outlined in Article 4.15; and
- i. Reporting Procedures: complete procedures for all required reporting including sample reports and forms.

4.4.2. Contractor shall maintain an up-to-date version of the O&M Plan throughout the term of this Agreement. This plan shall be readily available at the MRF for review by the County.

4.4.3. The O&M Plan and all revisions to the plan are subject to the Contract Administrator's prior written approval. Contract Administrator shall have fifteen (15) Days from receipt of the initial submittal to respond to Contractor with approval or with comments as to items that need to be revised; Contract Administrator shall have seven (7) Days to review and respond to Contractor regarding approval or comments on changes or revisions made to the O&M Plan.

4.5. Contingency Plan

Included in the O&M Plan described in Article 4.4., Contractor shall submit a contingency plan describing in detail how Contractor plans to respond to planned and unplanned Shutdowns. Should a Shutdown be imminent, Contractor shall immediately notify the Contract Administrator as to the reason for the Shutdown, what services Contractor is unable to provide, contingency procedures that have been/will be implemented, and the timeline anticipated to resume regular operations. In the event Contractor cannot accept Recyclables for any reason for a period of seven (7) Days, except in the case of force majeure, the County shall have the right to terminate this Agreement.

In the event of a hurricane, tornado, major storm or other natural disaster, the Contract Administrator may grant the Contractor a variance from regular services. During the month of March each year, the Contract Administrator will review the County's current disaster preparedness plan and submit recommended revisions in writing to the Contract Administrator related to the coordination of the Contractor's activities in the event of a natural disaster.

4.6. Personnel

- 4.6.1. Contractor shall employ competent laborers and mechanics for the work under this Agreement. Contractor shall staff the MRF with a sufficient number of hourly and salaried employees as is consistent with good management and industry standards and practices and in sufficient numbers to enable Contractor to perform all of Contractor's obligations and duties under this Agreement in a timely and efficient manner.
- 4.6.2. All of Contractor's personnel shall be appropriately trained in accordance with all Applicable Laws, rules and regulations so as to ensure that the MRF will be operated and maintained in accordance and consistent with Applicable Law and normal industry custom. Contractor shall provide operating and safety training before beginning operation and formal on-the-job training of employees during operations.
- 4.6.3. Contractor, at its discretion, shall determine the sufficient number of employees to enable Contractor to perform all of Contractor's obligation and duties under this Agreement. Such Contractor employees shall provide service under Contractor's management and supervision at MRF.
- 4.6.4. It shall be Contractor's responsibility to control, manage and supervise the work of Contractor's employees assigned to the MRF pursuant to this Agreement. The County shall not address employee performance issues to Contractor's employees or otherwise interfere in Contractor's employees day-to-day operations. The County will communicate with Contractor through its Facility Manager, or his designee, on any personnel issues. However, in the event of imminent or threatened injury or loss of life and/or property, the County may intervene and direct Contractor's employees, despite having no duty to do so. In the event of any such occurrence, the County shall notify the Facility Manager as soon as is practical once the event has subsided.
- 4.6.5. Contractor agrees that all of its officers, employees and representatives shall conduct themselves in a professional manner and shall communicate with County employees and members of the public in a civil manner when on County property or conducting business related to the MRF.
- 4.6.6. Contractor and County will establish mutually acceptable procedures for Contractor's employees to ingress and egress the Facility in a manner that does not disrupt other operations on the County's Resource Recovery Facility on Buckingham Road.

4.7. Provision of Rolling Stock

Contractor is required to purchase or lease, maintain, and repair all Rolling Stock necessary to operate and maintain the MRF efficiently and comply with the requirements of this Agreement. Contractor's Rolling Stock shall be compatible and appropriate for how it is utilized at the Facility. Contractor shall monitor, maintain, and repair its Rolling Stock, at a minimum, in compliance with the manufacturer's recommendation and Applicable Law. Oil and hydraulic systems shall be kept in good condition at all times to prevent spills and leaks. Contractor must immediately notify the County of any spills or leaks of oil, hydraulic fluid or hazardous materials. County must notify the County within 24 hours of the occurrence of any vehicular accidents at the MRF or related to its operation.

4.8. Operating Hours

- 4.8.1. The MRF shall be open and available to receive Recyclables during all hours that the scale house at the MRF is open. These hours are 6:30am to 6:00pm Monday through Wednesday, 6:30am to 5:00pm Thursday and Friday, and 6:30am to 12:00pm Saturday, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. No change shall be made to these hours without the prior written approval of the Contract Administrator.
- 4.8.2. Contractor is required to operate additional hours as needed to receive Program Materials in collection vehicles that request extended operating hours due to abnormal occurrences. Contractor shall allow a fifteen (15) minute grace period beyond normal operating hours if requested by the hauler(s).
- 4.8.3. If Contractor requires scale house or processing operations outside of regularly scheduled hours in order to carry out its responsibilities, Contractor must provide forty-eight (48) hours advanced notice. The County will not unreasonably withhold approval.

4.9. Material Acceptance

- 4.9.1. Beginning on the Commencement Date, Contractor shall accept all deliveries of Recyclables at the MRF during the scheduled receiving hours specified in this Agreement.
- 4.9.2. No deliveries of Recyclables will be accepted that have not first been weighed at the scale house.
- 4.9.3. Contractor shall be responsible for the direction of collection vehicles and equipment. Unsafe collection vehicles endangering personnel or property, and the unsafe operation of any collection vehicle, must be reported to the County immediately.
- 4.9.4. The maximum time from scale house to exiting the MRF for each vehicle shall be twenty (20) minutes. If delays are caused by uncontrolled circumstances or by the fault of the delivery vehicle and through no fault or negligence of Contractor, then the requirement herein stated shall not apply.
- 4.9.5. Highest priority shall be given to receiving the County's Program and Push-and-Bale Recyclables. A listing of Recyclables currently accepted in the County's program is provided in Exhibit 3. The County and Contractor may mutually agree to add additional Recyclables to the program at any time.
- 4.9.6. Contractor shall monitor in-bound Materials. Should excessive Contamination be observed, Contractor shall inform the County of the delivery including the vehicle owner, vehicle

number, date, time, and estimated quantity and type of Solid Waste of such load. The County will work with the collection hauler to mitigate future Contaminants.

4.10. Load Rejection

Subject to approval by the County, Contractor shall have the right to reject loads of Recyclables if Contractor reasonably suspects the load to contain more than twenty-five percent (25%) of Contaminants by weight. If Contractor intends to reject a load of Recyclables, Contractor shall comply with the following procedure:

- 4.10.1. The Facility Manager shall immediately isolate the load and notify the Contract Administrator, document the occurrence of such event by digital photograph or videotape, and allow the County to inspect the load where such inspection shall not unduly impede or interfere with the operation of the MRF.
- 4.10.2. The Facility Manager and the Contract Administrator must mutually agree that the amount of Contamination in a given load exceeds twenty-five percent (25%) of the load by weight.
- 4.10.3. If the Facility Manager and the Contract Administrator choose to reject the load, the County shall transport the load for disposal at no expense to Contractor.
- 4.10.4. If the Contract Administrator does not concur that the load contains more than twenty-five percent (25%) Contamination by weight, then Contractor must demonstrate to the County, in a means acceptable to County, and in the presence of the Contract Administrator, that the twenty-five percent (25%) threshold has been exceeded. If the load does not contain more than twenty-five percent (25%) Contamination by weight, Contractor shall process the load and compensate the County for the total weight of the load. If the load does contain more than twenty-five percent (25%) Contamination by weight, then Contractor may reject the load and County shall transport the load for disposal at no expense to Contractor.
- 4.10.5. In the event the procedures outlined above are not followed, Contractor shall compensate the County for the total weight of the load.

4.11. Hazardous/Biohazardous Waste

- 4.11.1. If any Hazardous/Biohazardous Waste is detected in Program Recyclables delivered to the MRF, Contractor will properly isolate the waste and notify the Contract Administrator. The County shall be responsible for removing, packing, and disposing of the waste and the cost thereof.
- 4.11.2. If any Hazardous/Biohazardous Waste is detected in Merchant Recyclables, Contractor shall be responsible for removing, packing, and disposing of the waste and the cost thereof.
- 4.11.3. Contractor shall properly manage and dispose of its own, and any other, Hazardous/Biohazardous Waste or potential Hazardous/Biohazardous Waste for which it is responsible per this Article 4.11. according to Applicable Law.

4.12. Processing

- 4.12.1. All Recyclables and Recovered Materials shall be received, processed, and stored inside the MRF unless specifically permitted otherwise by the County. Under no circumstances shall Recyclables or Recovered Materials remain outside of the MRF building without prior permission.
- 4.12.2. Contractor shall pull Scrap Metal out of inbound materials at various stages through the Processing System, clean the Scrap Metal by removing non-metal materials, and consolidate

Scrap Metal in a County-provided roll-off. The County will be responsible for transporting and marketing the Scrap Metal in the roll-off.

- 4.12.3. Contractor shall provide Push-and-Bale services for source-separated Recyclables delivered to the MRF by the County.
- 4.12.4. Contractor shall remove Materials from the tipping floor and process them within forty-eight (48) hours of when they are accepted at the MRF, Sundays and holidays not included.
- 4.12.5. The County may choose to, but is not obligated to, waive the requirement to process all inbound Material within forty-eight (48) hours due to extenuating circumstances that may include Shutdown.

4.13. Marketing

- 4.13.1. Contractor shall bear all responsibilities and costs associated with marketing and transporting Recovered Materials produced at the MRF.
- 4.13.2. Contractor shall honor the County's contract with Strategic Materials, Inc. (Strategic), which expires September 30, 2019. Contractor shall deliver Mixed Cullet "overs," that is Mixed Cullet that is 3/8 inch or larger in glass size, to Strategic at 6420 19th Street East, Sarasota, Florida, and "unders," that is Mixed Cullet that is under 3/8 inch in glass size to the County landfill at 5500 Church Road, Felda, Florida. The Contractor shall be responsible for all transportation costs. Contractor shall have responsibility for compensation and method of payment established in the County's contract with Strategic; Contractor shall be responsible for invoicing Strategic and will receive all payments from Strategic.
- 4.13.3. Contractor must maintain complete and accurate records of Recovered Materials. These records are subject to review by the County during normal business hours.

4.14. Disposition of Recovered Materials

Unless Contractor has prior written approval from the County, Contractor shall not burn, landfill, or otherwise dispose of any Recyclables or Recovered Materials handled under this Agreement. Contractor shall not knowingly sell Recovered Materials for any use that constitutes disposal under Florida law. This prohibition does not apply to Contaminants and Residue.

4.15. Maintenance

Because the MRF Facility is County-owned, it is of utmost importance to the County that the Facility, including the site, building, and Equipment, receive a high standard of maintenance. Contractor understands and accepts that it must meet the maintenance requirements provided for in this Article.

- 4.15.1. Contractor shall maintain the Facility in a neat and orderly condition; prevent unsanitary conditions from developing; and minimize unsightly conditions in all areas of the Facility. Contractor shall keep the Facility free of litter resulting from its activities and responsibilities under this Agreement. At least once daily and more often if necessary, Contractor shall collect such litter from the MRF grounds. The County shall have the right to review, during normal working hours, and approve Contractor's schedules and procedures for litter control.
- 4.15.2. Contractor shall provide housekeeping on a regular basis with daily attention, as needed. Public access areas, break room, bathrooms, and offices shall be kept clean and in a sanitary condition. Cobwebs and dust shall be removed from public access area windows and cameras at a minimum once per week. The MRF building exterior shall be pressure cleaned at a minimum once each Contract Year. MRF interior building columns, rigid frames, posts,

beams, roof, walls, and high bay lights shall be cleared of material, dust, and cobwebs at a minimum once each month. Sort enclosure walls shall be scrubbed and cleaned with detergent at a minimum once each month.

- 4.15.3. Contractor shall develop and implement a comprehensive maintenance program for all Equipment and Rolling Stock. The maintenance program for Equipment must, at a minimum, include the minimum preventative/regular maintenance schedule provided in Exhibit 4. Contractor shall perform all preventative, scheduled and unscheduled maintenance, repair, and replacement necessary to maintain the Equipment and Rolling Stock in accordance with applicable manufacturers' standards and to meet Contractor's obligations under this Agreement. Contractor shall maintain a reserve of spare and replacement parts necessary for Equipment and Rolling Stock operation. Repair parts shall be new or original equipment manufacturer (OEM)-approved reconditioned parts, unless otherwise approved by the Contract Administrator. The County shall have the right to review, during normal working hours, and approve Contractor's schedules and procedures for MRF Equipment and Rolling Stock maintenance.
- 4.15.4. Contractor shall advise the Contract Administrator when it believes, in good faith, that Equipment should be replaced or new Equipment acquired due to excessive breakdowns, repairing equipment is not commercially reasonable or cost efficient, or other commercially reasonable circumstances, and submit a replacement plan in writing. The Contract Administrator must approve the replacement or acquisition of all new Equipment prior to the Contractor installing such Equipment. Contractor shall bear all costs for the purchase and installation of all replacement or new Equipment, with the exception of Equipment replacement or retrofit determined by the County as provided in Article 7.
- 4.15.5. Pursuant to Article 5.5., the Contractor is not responsible for the replacement of the MRF's two (2) balers and four (4) compactors, except to the extent that replacement is necessary due to the wrongful actions of the Contractor or its agents. Relining and other maintenance costs of this equipment are the responsibility of the Contractor.
- 4.15.6. Contractor shall be responsible for all Facility repairs not otherwise covered by this Agreement. In addition, Contractor shall repair all Facility damage caused by its services in the course of normal operations, or its fault or negligence within a reasonable time period. In the event of Facility damage, a damage report must be filed with the Contract Administrator immediately, and no more than twenty-four (24) hours following the event, that identifies the damage, cause, and proposed schedule for repair. The schedule for damage repair shall be subject to approval by the County.
- 4.15.7. Contractor shall be directly responsible to establish service and pay for services required to meet the terms and conditions of this Agreement including, but not limited to, housekeeping or janitorial services, pest control, security, alarm systems, and the replacement of all light bulbs. Contractor shall be responsible for maintenance and repair of the roof ventilation system and the HVAC system in the facility, not including the offices used by County personnel.

4.16. Merchant Tonnage

Contractor may accept Merchant Recyclables providing acceptance of such Materials does not impact Contractor's ability to accept and process the County's Recyclables in compliance with this Agreement. Merchant Recyclables shall be subject to the Merchant Fee. Contractor shall notify Contract Administrator of intent to accept Merchant Recyclables and expected monthly and annual tonnage for approval prior to accepting Merchant Recyclables. Contract Administrator shall have up

to seven (7) Days to review and approve or disapprove of Contractor's proposed acceptance of Merchant Recyclables. Should Contractor fail to obtain approval from the Contract Administrator prior to receiving Merchant Recyclables, the County may withdraw Contractor's right to provide Merchant Recyclables processing services. Should the acceptance of Merchant Recyclables negatively impact receiving and processing of County Recyclables in compliance with this Agreement, the County may withdraw Contractor's right to provide Merchant Recyclables processing services.

4.17. Health and Safety

4.17.1. Contractor shall comply with all Applicable Law, rules, and regulations for the health and safety of employees, persons, or property, or to protect them from damage, injury, or loss including but not limited to the Occupational Health and Safety Administration (OSHA) and the American National Standards Institute (ANSI) Z245.41-2015.

4.17.2. Contractor shall be responsible for providing employees with personal protective equipment as required by Applicable Law. Contractor shall instruct employees in the principles of first aid and safety and in the specific operational procedures necessary to prevent accidents. Contractor shall provide and maintain adequate first aid supplies at the MRF at all times.

4.17.3. In emergencies affecting the safety of persons, Equipment, building, site, or property adjacent thereto, Contractor, without special instruction or authorization from the Contract Administrator, is obligated to act at Contractor's discretion to prevent any and all threatened damage, injury, or loss of life and property. All emergencies that could affect the public health, safety, or welfare shall be communicated to the Contract Administrator as promptly as circumstances allow.

4.17.4. Contractor shall notify the County immediately of the occurrence of any accidents or incidents at the MRF affecting health or safety of the public or Contractor or County personnel.

ARTICLE 5. COUNTY RESPONSIBILITIES

5.1. Recyclables Commitment

The County shall deliver, or cause to be delivered, to the MRF all Program Recyclables collected pursuant to County's Solid Waste and Recycling Collection Services Franchise Agreements and interlocal agreements identifying the County's MRF as the designated facility for Recyclables. Quantities vary from time-to-time; however, the minimum tonnage commitment shall be 60,000 Tons per Contract Year. The minimum tonnage commitment may be adjusted by the County in the event of subsequent incorporation of any unincorporated County areas or termination of interlocal agreements.

If at any time Contractor believes that a municipality or hauler contractually obligated to deliver Program Recyclables to the County-designated facility is marketing any or all Recyclables independently and not delivering them to a County-approved facility, Contractor shall immediately notify the County.

5.2. Scale House Operations

5.2.1. The County shall operate the scale house. No materials shall be received or shipped without being weighed by the scale house and no materials shall be weighed in or out of the scale house by non-County personnel.

5.2.2. Contractor shall advise the scale house attendant(s) of all vehicles scheduled for out-bound Recovered Materials. Contractor shall prepare bills of lading and provide copies of such to

the County as requested. Contractor shall provide scale house attendant(s) with all rectified or final out-bound Recovered Materials weights upon receipt of such information.

5.2.3. Should Contractor require scale house operations outside of regularly-schedule operating hours Contractor may, with a minimum of forty-eight (48) hours' advanced notice to the Contract Administrator, request that the County schedule the scale house attendant(s) to work additional hours. If the County approves the request for additional scale house hours and the County schedules the scale house attendant(s) for additional hours, the Contractor must reimburse the County at the pay rate then currently applicable for scale house attendant(s) for additional hours worked.

5.2.4. The County will transmit scale house tonnage information to the Contractor on a daily basis.

5.3. MRF Repair

The County shall be responsible for the repair of the MRF site and building as required due to normal wear and tear. The County shall repair site and building major systems, including but not limited to, the building, tip floor, foundations, loading dock (excludes dock levelers), HVAC systems for the County-occupied offices, paving, scale house, fencing, and utilities, and other damage caused by normal wear and tear or the County's fault or negligence. However, in no event shall the County be responsible for repair due to damage caused by the fault or wrongful actions of the Contractor or its agents, including, but not limited to, lack of preventative or regular maintenance.

5.4. Services

The County shall provide electricity, water, telecommunications service, and grounds/lawn maintenance.

5.5. Equipment Replacement

The County shall only be responsible for the equipment replacement of the MRF's two (2) balers and four (4) compactors, except to the extent that replacement is necessary due to the wrongful actions of the Contractor or its agents. Replacement of the balers and compactors shall be at the sole discretion of the County. Replacement, if needed, of all other Equipment is the responsibility of the Contractor, except as set forth in Article 7.

ARTICLE 6. TRANSITION

Prior to the Commencement Date, the Contractor shall prepare for providing services in a responsible manner and, at a minimum, shall adhere to, at a minimum, the requirements outlined below. In the event the Contractor fails to meet any of the performance requirements below, the County has the right to terminate the Service Agreement or to levy administrative charges of \$1,000 per Day per occurrence for each transition activity deadline missed. Contractor shall coordinate with the previous MRF operator and the County to ensure a smooth transition with uninterrupted receipt and processing of Recyclables. At a minimum, the Contractor shall accomplish the following requirements:

6.1. Transition Plan

The Contractor shall submit a Transition Plan to the County for review that defines at the task level all work activities and delineates responsibilities of the County, previous MRF operator, and Contractor for each activity. The Transition Plan shall include a detailed schedule of work activities and deadlines. The County shall have no more than fourteen (14) Days to review and provide the Contractor with comments on the Transition Plan. The Contractor shall provide a revised Transition Plan that addresses the County's comments. The Transition Plan must be approved by the County

within thirty (30) Days following the Execution Date; such approval will not be unreasonably withheld.

6.2. Transition through Commencement

At a minimum, the Transition Plan shall include and define the following activities:

- 6.2.1. **Planning Meetings:** Beginning at the Effective Date, the Contractor shall participate in regular transition planning meetings with the County and, as requested, previous MRF operator. The Transition Plan shall identify the schedule, agenda, and participants for these planning meetings. The Contractor's designated Facility Manager shall participate in all planning meetings.
- 6.2.2. **Transition Inspection:** At least sixty (60) Days prior to the Commencement Date, the Contractor, County, and prior MRF operator shall jointly conduct an inspection of the MRF facility including the site, building, and Equipment.
- 6.2.3. **On-site Presence:** Beginning at least fourteen (14) Days prior to the Commencement Date, the Contractor's designated Facility Manager shall work full-time on-site at the MRF to perform transition-related activities and observe operations.
- 6.2.4. **Staffing and Training:** The Contractor shall complete recruitment and hiring of all MRF staff at least seven (7) Days prior to the Commencement Date. The Contractor shall complete MRF staff training prior to the Commencement Date. The Transition Plan shall provide a schedule for the training program and outline of the contents.
- 6.2.5. **Equipment and Supplies:** The Contractor shall ensure that all Rolling Stock, equipment, tools and supplies needed to operate, maintain and repair the MRF in accordance with this Agreement shall be on-site at least two (2) Days prior to the Commencement Date.

6.3. Transition through Expiration

- 6.3.1. Should the County choose not to renew this Agreement or should no renewal options remain, the County anticipates awarding a new agreement at least six (6) months prior to the expiration of this Agreement or any subsequent renewals. In the event a new agreement has not been awarded within such timeframe, the Contractor agrees to continue to provide services to the County for an additional ninety (90) Day period beyond the expiration of the Agreement at the then established rates, provided that the County requests said services in writing at such time.
- 6.3.2. At the expiration of this Agreement, the Contractor shall work with the County and the newly selected MRF operator to ensure a smooth transition period with no interruption of service, including, but not limited to, attending transition planning meetings with the County and newly selected MRF operator.

ARTICLE 7. MRF EQUIPMENT REPLACEMENT OR RETROFIT

The County may, at its sole discretion, replace or upgrade Equipment at the MRF. The County will plan and implement such work in coordination with the Contractor. If the Contractor has specific recommendations for replacement or retrofit of Equipment, it may present such information to the County for consideration. Contractor shall cooperate with County on any Equipment replacement and purchase activities by participating in discussions regarding scheduled replacement or purchases, assisting in development of Equipment specifications, and cooperating with overall replacement process, if requested by the County. The County shall have final decision-making authority over all Equipment replacement or upgrades.

ARTICLE 8. DISPOSAL

Contractor shall be responsible for collecting, hauling, and disposing of all Rejects. Disposal must be made at the County's Waste-to-Energy facility at 1055 Buckingham Road, Ft. Myers, Florida 33905, with the exception of Glass-Mixed (3/8 unders). The County will be responsible for the disposal costs of Contamination at the Waste-to-Energy facility. The cost of Contamination will be determined based on the AMV Contamination percentage times the total inbound Program Recyclables Tons in a given month. All disposal of Tons beyond the AMV-designated Contamination, as calculated herein, shall be the responsibility of the Contractor. All Rejects must be weighed prior to disposal. The disposal fee, per Ton, will be the current Lee County gate rate for disposal of Solid Waste, without surcharges, at the time of disposal. Glass-Mixed (3/8 unders) are not allowed at the Waste-to-Energy facility; however, Contractor is authorized to deliver it to the Lee County Landfill for a tip fee of zero dollars (\$0.00).

ARTICLE 9. RECORD KEEPING AND REPORTING

9.1. Record Keeping

9.1.1. Contractor specifically acknowledges its obligations to comply with §119.0701, F.S., with regard to public records, and shall:

- a. keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- b. upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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; and
- d. meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Contractor upon termination of this Agreement 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 County in a format that is compatible with the information technology system of the County.

The County shall have final decision on whether records are exempt from disclosure under Chapter 119, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PUBLICRECORDS@LEEGOV.COM, OR <http://www.leegov.com/publicrecords>.

Contractor shall create, maintain, and provide to the County upon request records of all activities related to the Contractor's obligations as defined herein. Records shall be kept in a format conforming to generally accepted standards in the industry and as required by this Agreement. The County shall have access during operating hours to the records maintained by the Contractor as defined in this Article. Records shall include the following, at a minimum:

- a. Market Values: Contractor shall calculate the monthly AMV in accordance with the terms of this Agreement.
- b. Recovered Materials: Contractor shall record Recovered Materials shipment tonnage by date, material type, and destination.
- c. Equipment Maintenance and Repair: Contractor shall maintain a maintenance and repair tracking system for all Equipment that provides work orders in compliance with schedule and warranty requirements; records all maintenance and repair work completed by the Contractor, or its subcontractors; provides historical records for each piece of on-site spare and replacement parts; and tracks the inventory of on-site spare and replacement parts.
- d. Violations: Should Contractor receive a notice for the violation of any Applicable Law, Contractor shall report the violation to the Contract Administrator immediately, no later than twenty-four (24) hours following notification, including the type of violation, the date of notice, agency issuing the violation, any resulting fees or requirements, and planned resolution of the violation.
- e. Other: Contractor shall maintain any other records, documents and reports as the County may reasonably require verifying compliance with this Agreement.
- f. Records that are kept in accordance with by Applicable Law, rules, and regulations

9.2. Reporting

Contractor shall submit to the County monthly and annual reports that summarize records maintained pursuant to this Agreement in a format approved by the County. Monthly reports shall be submitted no later than fifteen (15) Days following the end of the month. Annual reports shall be submitted no later than thirty (30) Days following the end of the Contract Year. The County will provide a format and assign a due date for any additional reports required.

9.3. Review of Records

The County or any of its duly authorized representatives shall have access, within seven (7) Days of notification, to all of Contractor's books, records, data and documents relating to the Contractor's efforts pursuant to this Agreement for inspection and audit.

9.4. Additional Information

Contractor shall provide any additional information or reports as requested by the Contract Administrator to monitor this Agreement or the County's solid waste and recycling programs.

ARTICLE 10. PUBLIC EDUCATION AND INFORMATION

10.1. Tours

As part of the County's public information program, Contractor shall make tours available upon request for county, state, school district, and other government officials as well as members of the public. Contractor shall respond in a timely fashion to the County's reasonable request for information for use in such program(s) and assist on occasion with tours of the Facility. The County

may conduct tours without prior notice to the Contractor. However, floor tours must first be approved by the Contractor and follow mutually acceptable safety procedures; such approval shall not be unreasonably withheld.

10.2. Information

The County will provide literature describing the MRF and its recycling program for distribution to visitors and the general public. The County shall approve any other literature regarding the Facility distributed by Contractor. Contractor shall refer all direct requests for program information initiated by the news media or the public to the Contract Administrator.

ARTICLE 11. COMPENSATION

11.1. County Compensation

11.1.1. Host Fee: Contractor shall pay the County a monthly Host Fee as identified in Exhibit 1 for use of the publically-owned Facility.

11.1.2. Program Recyclables Payment: Each month Contractor shall calculate the AMV for Program Recyclables in accordance with Exhibit 2. Contractor shall pay the County for Program Recyclables based on the monthly AMV minus the Operations and Maintenance Fee (O&M Fee), multiplied by the total Tons of Program Recyclables delivered to the MRF during the same month, multiplied by County's revenue share percent identified in Exhibit 1.

The Base O&M Fee shall be used to calculate the Program Recyclables Payment upon Commencement. Should the County determine to upgrade the Processing System and enhance Equipment by infusing up to \$1.5 million dollars, the Option 1 O&M Fee shall be used to calculate the Program Recyclables Payment once the planned upgrade and enhancements have been installed and accepted by the County.

11.1.3. Push-and-Bale Payment: Each month Contractor shall calculate the payment for Push-and-Bale commodities in accordance with Exhibit 2. The commodity market value used to calculate the payment shall be the same commodity market value used in the calculation of the Program Recyclables AMV as identified in Exhibit 2. Contractor shall pay the County for Push-and-Bale Recyclables based on the appropriate commodity market value, minus the P&B Fee, multiplied by the total Tons of Push-and-Bale Recyclables delivered to the MRF during the same month.

11.1.4. Merchant Fee: Contractor shall pay the County a Merchant Fee for all Merchant Recyclables. The Merchant Fee shall be the Merchant Fee as identified in Exhibit 1 multiplied by the total Tons of Merchant Recyclables delivered to the MRF during the month.

11.1.5. Administrative Charges: Each month, Contractor shall owe the County for any and all administrative charges levied pursuant to Article 12.2.

11.2. CPI Adjustment

Beginning on the 1st anniversary of the Commencement Date and on each subsequent anniversary thereafter during the term of this Agreement, the Host Fee, O&M Fee, P&B Fee, and Merchant Fee shall be automatically adjusted by the rate adjustment.

The rate adjustment shall be based on the change in the average monthly Consumer Price Index (CPI) from July through June in the prior year (CPI Old) and the average monthly CPI from July through June in the current year (CPI New). The rate adjustment shall be rounded to the nearest hundredth

of a percent and in any given year shall not exceed three and a half percent (3.50%) of the previous rate.

The index used shall be the CPI for All Urban Consumers (CPI-U), South Urban Region; All Items, not seasonally adjusted, 1982-1984=100 reference base published by the United States Department of Labor, Bureau of Labor Statistics (Series ID – CUUR0300SA0).

The CPI adjustment shall be calculated as follows:

$$\text{Rate Adjustment (\%)} = \frac{\text{CPI New} - \text{CPI Old}}{\text{CPI Old}}$$

11.3. Extraordinary Rate Adjustment

The Contractor may petition the County for an additional rate adjustment on the basis of extraordinary or unusual changes in the cost of operations that could not reasonably be foreseen by a prudent operator such as could result from a change in law. The Contractor's request must contain substantial evidence and justification, as determined by the Contract Administrator, to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, all information as may be reasonably necessary in making its determination. Only the Board of County Commissioners maintains the authority to approve the request, in whole or in part, after receipt of the request and all supporting information required by the County. The County reserves the right to consider, and act upon, all available options instead of, or in addition to, rate adjustment to resolve or otherwise mitigate the issue(s) which resulted in the Contractor's petition.

11.4. Timing of Payment

No later than fifteen (15) Days following the end of the month, Contractor shall submit a monthly payment report, in a format approved by the County, for the previous calendar month detailing the Host Fee and calculated Program Recyclables revenue share, Push-and-Bale revenue share, Merchant Fee, and administrative charges, if any. Contractor shall also calculate a net payment due to the County or net payment due to Contractor based on the difference between payments to the County and payments to Contractor. Said net payment shall be submitted to the County by Contractor or to Contractor by the County within fifteen (15) Days following submission of the report.

11.5. Interest on Overdue Payments

All payments to be made by either party under this Agreement that are outstanding after the applicable due date, shall bear simple interest at the maximum rate permitted by State law, if applicable, or at the prime rate of The Chase Manhattan Bank, N.A., whichever rate is lower, unless specifically established elsewhere in this Agreement. Interest penalties will only be paid by the County in accordance with the local Government Prompt Payment Act, Florida State Statutes 218.70-218.76.

11.6. Invoice or Payment Disputes

If any Party shall dispute an amount owing to the other Party, such Party shall: (i) give notice to the other Party of such disputed amount together with sufficient information to allow the other Party to understand the nature of the dispute and deliver such notice on or before the due date of the amount disputed; and (ii) pay all undisputed amounts on the due date. Interest at the rate specified in Article 11.6, or as specifically established for such item so disputed, shall accrue from the original due date on disputed amounts, or the portions thereof, to the Party which is ultimately determined to be entitled to such disputed amount (or any portions of such disputed amounts).

11.7. Proration

If any payments, rights or obligations under this Agreement (whether relating to Fees and Taxes, insurance, or to any other provision of this Agreement) relate to a period in part before the Effective Date or in part after the date of expiration or termination of the Term, the Parties hereto agree that appropriate adjustments and proration shall be made.

ARTICLE 12. PERFORMANCE

12.1. Performance Bond

Prior to issuance of the Notice to Proceed, the Contractor shall furnish to the County a performance bond executed by a surety company licensed to do business in the State of Florida or a clean irrevocable letter of credit issued by a bank that permits presentation in Lee County to ensure the faithful performance of this Agreement and all obligations arising hereunder in the amount of \$1,500,000.00. The form of this bond or letter of credit, and the Surety Company, shall be acceptable to the County and shall be maintained during the term of this Agreement. The bond shall be endorsed to show Lee County, a political subdivision of the State of Florida, and to provide that bonds shall not be canceled, limited or non-renewed until after thirty (30) Days' written notice has been given to the County. Current performance bonds evidencing required coverage must be on file at all times. The recording of the bond or irrevocable letter of credit with the Lee County Clerk of Court, and the payment of all associated fees, are the sole responsibility of the Contractor.

12.2. Quality of Performance of Contractor

It is the intent of this Agreement to ensure that the Contractor provides a high quality level of MRF operations, maintenance, and marketing services. To this end, any performance issues identified by the County and reported to the Contractor shall be promptly resolved as further described in this Article.

12.3. Notice of Non-Compliance

If any performance standard set forth in this Agreement is violated, the County will issue Contractor a written Notice of Non-Compliance identifying the violation(s), and a specified period for reaching compliance if the violation cannot be corrected immediately. If no other period is specified by the County in the Notice of Non-Compliance or authorized in a plan of action for correction previously approved by the County, Contractor shall have a maximum of two (2) Days to correct the violation. If the violation is not corrected within the time provided (if any) or the specified time period previously approved by the County, administrative charges will be assessed retroactively to the date of the Notice of Non-Compliance and continue until such time that the violation is corrected. The two (2) Day notice period to correct violations does not apply to failures to provide maximum turn-around time of twenty (20) minutes or failure to notify Contract Administrator of Facility damage within twenty-four (24) hours of occurrence. No advance notice is required prior to assessing the administrative charge.

12.4. Administrative Charges

The Contract Administrator may levy administrative charges for improper and insufficient actions related to any service required by this Agreement including, but not limited to:

Performance Standard Violation	Administrative Charges
Failure to provide unrestricted access to the Facility. (Article 3.4.)	\$5,000 per Day
Failure to have MRF personnel with full authority to make operating decisions and key maintenance and operating personnel available during MRF operation. (Article 4.3.)	\$500 per Day
Failure to accept Recyclables delivered to the MRF during scheduled receiving hours. (Article 4.8.)	\$1,000 per Day
Failure to provide maximum turn-around time of twenty (20) minutes. (Article 4.9.4.)	\$100 per vehicle per occurrence
Recyclables or Recovered Materials placed outside of the MRF building without prior County approval. (Article 4.12.1.)	\$100 per Day
Failure to remove Materials from the tipping floor and process them within forty-eight (48) hours of acceptance at the MRF. (Article 4.12.3.)	\$100 per Day
Disposal of Recyclables or Recovered Materials. (Article 4.14)	\$1,000 per occurrence plus \$25 per Ton
Failure to properly maintain the MRF building and grounds. (Article 4.15.1-2)	\$100 per Day
Failure to perform preventative and regular maintenance to Equipment according to minimum County requirements. (Article 4.15.3.)	\$100 per Day per item past scheduled maintenance date
Failure to notify Contract Administrator of Facility damage within twenty-four (24) hours of occurrence. (Article 4.15.6.)	\$500 per Day per occurrence
Failure to provide any required report within the required timeframe. (Article 9.2.)	\$500 per Day

Administrative charges for violations not listed in this Article shall be determined by the Contract Administrator. The County may assess administrative charges pursuant to this Article on a monthly basis, at a minimum, in connection with this Agreement and shall, at the end of each month during the term of this Agreement, notify the Contractor in writing of the charges assessed and the basis for each assessment.

12.5. Dispute Resolution Process

If Contractor desires to challenge the administrative charges, it must do so in writing within five (5) Days after receiving a monthly notice of assessment requesting an opportunity to be heard by the County. The request shall specify the reasons upon which Contractor objects to the assessment of administrative charges. The decision of the County shall be final.

12.6. Offset

Assessments for violations identified above may be offset from any amounts owed to Contractor under this Agreement. The Contract Administrator will notify Contractor of the amounts assessed and offset against Contractor at the time of payment to Contractor.

ARTICLE 13. TERMINATION

13.1. Termination for Cause

The County may terminate this Agreement, except as otherwise provided below in this paragraph, by giving Contractor fifteen (15) Days advance written notice, for breach of the terms of this Agreement or upon the happening of any one of the following events:

- a. If excessive violations have occurred resulting in administrative charges;
- b. Contractor takes the benefit of any present or future insolvency state, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking readjustment of its indebtedness under the Federal United States, or any state thereof, or consent to the appointment of a receiver trustee or liquidator of all or substantially all of its property;
- c. By order or decree of a court, Contractor shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of Contractor seeking its reorganization or the readjustment of indebtedness under federal bankruptcy laws or under any law or statute of the United States or any state thereof; provided that, if any such judgment is stayed or vacated within sixty (60) Days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect;
- d. By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court or government board, agency, or office having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of Contractor and such possession of control shall continue in effect for a period of sixty (60) Days;
- e. Contractor is purchased by a company that is parent to, or a subsidiary or an affiliate of a company currently providing collection, waste processing, disposal, or related services to the County; or
- f. Contractor shall voluntarily abandon, desert, or discontinue its operation hereunder granted.

If within the fifteen (15) Days Contractor has not remedied the default, , the Contract will be deemed terminated and the County will make demand upon any sureties posted to cover obligations under this Agreement.

If terminated, all contractual fees due under this Agreement, plus any charges, assessments, and interest shall be payable to the County within thirty (30) Days from the termination date and the Contractor shall have no further rights. The County will provide a date for the Contractor to cease any further performance under this Contract.

13.2. Termination for Habitual Violations

In the event that the Contractor's record of performance demonstrates frequent, regular, or repetitive failure in the performance of terms or conditions required herein, regardless of whether the Contractor has corrected each individual condition of failure or paid the assessments for those violations, the Contractor may be found in default and subject to termination of this Agreement.

13.3. Termination for Convenience

The County shall have the right at any time upon ninety (90) Days' written notice to Contractor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such

termination, the County shall be responsible to Contractor only for fees and compensation earned by the Contractor, in accordance with Article 11, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Contractor or any other elements of breach of contract.

ARTICLE 14.INSURANCE

14.1. Minimum Insurance Requirements

The County's Risk Management Department in no way represents that the insurance required is sufficient or adequate to protect the Contractor's interest or liabilities. The following are the required minimums the Contractor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided.

(a) **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

\$1,000,000 products and completed operations

\$1,000,000 personal and advertising injury

(b) **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)

\$500,000 bodily injury per person

\$1,000,000 bodily injury per accident

\$500,000 property damage per accident

(c) **Workers' Compensation** - Statutory benefits as defined by Florida Statutes 440 encompassing all operations contemplated by this Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident

\$500,000 disease limit

\$500,000 disease – policy limit

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

14.2. Verification of Coverage

Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

1. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902

2. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an “Additional Insured” on the General Liability policy, including Products and Completed Operations coverage.

14.3. Subcontractors

It is the responsibility of the Contractor to ensure that all subcontractors comply with all insurance requirements.

ARTICLE 15. OTHER TERMS AND CONDITIONS

15.1. Force Majeure

Unless otherwise specifically provided, in the event a party fails to timely perform any of its agreements, covenants, or obligations under this Agreement, such failure shall be excused to the extent, but only to the extent, such failure is caused by a force majeure event. The excuse from performance will be of no greater scope and of no longer duration than is reasonably required by the force majeure event, and the party suffering such delay or prevention shall notify the other party and use due diligence to remove the cause(s) thereof.

A force majeure event shall mean any event relied upon by Contractor or the County, as applicable, as justification for delay in or excuse from complying with any obligation required of Contractor or the County, as applicable, under this Agreement, including, without limitation: (i) an act of god, landslide, lightning, earthquake, hurricane, fire, explosion, storm, flood or similar occurrence; (ii) any act of any federal, state, county, or local court, administrative agency or governmental office or body that stays, invalidates, or otherwise affects this Agreement or any permits or licenses of the MRF with respect to the acceptance and/or processing of Recyclables; (iii) the denial, loss, suspension, expiration, termination, or failure of renewal of any permit, license or other governmental approval required to accept and/or process Recyclables at the MRF; (iv) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county, or local law, rule, permit, regulation or ordinance after the date of this Agreement, applicable to the obligations of Contractor or the County, as applicable, under this Agreement; (v) labor strikes, war, terrorism or criminal acts, or (vi) the institution of a legal or administrative action, or similar proceeding, by any person or entity which delays or prevents any aspect of the acceptance and/or processing of Recyclables at the MRF.

15.2. Indemnification

Contractor will indemnify, save harmless, and exempt the County, its officers, agents, servants and employees from and against any all suits, actions, legal proceedings, claims, demands, damage costs, expenses, and reasonable attorney’s fees (including fees and costs for appeals) arising from or out of the Contractor’s actions or work done in the performance of this Agreement.

15.3. Additional Facilities

Should an additional recycling facility or facilities become needed during the term of this Agreement, the County reserves the right to either negotiate with Contractor for additional services or contract with a third party for operation of the new facility.

15.4. Subcontractor

No subcontractor for operations will be allowed without the express written permission from the Board of County Commissioners. In the event that the Contractor elects to use any subcontractors and the County approves, such approval does not relieve the Contractor from its responsibility for full and complete satisfactory and acceptable performance under the terms and conditions of this Agreement.

15.5. Assignment

No assignment of this contract or any right occurring hereunder shall be made in whole or in part by Contractor without the express written consent of the Board of County Commissioners and a fully executed amendment to this Agreement; in the event of any assignment, assignee shall assume the liability of Contractor.

15.6. Severability

If any Article, sub-article, sentence, clause or provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.

15.7. Compliance with Laws

The right is hereby reserved for the County to adopt, in addition to the provisions herein contained and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power, provided that such regulation by ordinance or otherwise shall be reasonable and not in conflict with the intended purpose of this Agreement. Contractor shall conduct operations under this franchise in compliance with all Applicable Law and its failure to comply shall constitute a default hereunder.

15.8. Sovereign Immunity

The County reserves and does not waive any and all defenses provided to it by the laws of the State of Florida or other Applicable Law, and specifically reserves and does not waive the defense of sovereign immunity.

15.9. Right to Require Performance

The failure of the County at any time to require performance by Contractor of any provisions hereof, shall in no way affect the right of the County thereafter to enforce same. Nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of and provision itself.

15.10. Modification

This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless by a fully executed amendment hereto.

15.11. Reservation of Rights

The County hereby expressly reserves the right to amend this Agreement, which may be necessary or proper to secure and protect the health, safety, moral, general welfare and accommodation of the public including, but not limited to, amendments related to rates, and to protect the public from danger and inconvenience in the management and operations of solid waste services business, and to provide such service as is contemplated by this Agreement.

15.12. Independent Contractor

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the parties hereto or as constituting Contractor as an agent, representative or employee of the County for any purpose whatsoever. Contractor is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement. Persons employed by Contractor in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the County's officers and employees either by operation of law or by the County.

15.13. Governing Law, Venue

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in Lee County, Florida.

15.14. Waiver

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

15.15. Survival of Obligation

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations shall survive final payment, completion and acceptance of the work and termination or completion of this Agreement.

15.16. Entire Agreement

This Agreement and any exhibits attached hereto contain the entire agreement between the parties as to matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

15.17. Attorney's Fees

In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach of it, including, but not limited to, the standard of performance required in it, the prevailing party shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party, at both trial and appellate levels.

15.18. Headings

Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

15.19. Notice

Unless otherwise specified by the Contract Administrator, all notices required or contemplated by this Agreement shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the County and Contractor as follows:

To the County: Lee County
 Solid Waste Division Director
 10500 Buckingham Road
 Fort Myers, FL 33905

with a copy to:

Procurement Management Director
P.O. Box 398
Fort Myers, FL 33902

To Contractor: [TO BE DETERMINED]

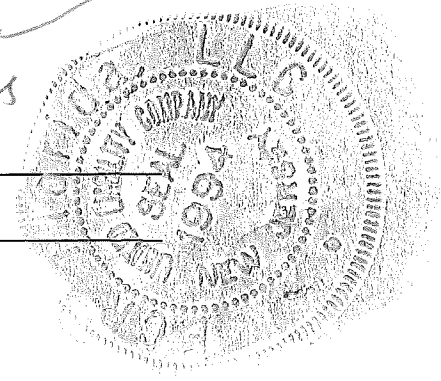
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: DB Lank
Print Name: David B Lank

CONTRACTOR NAME FCR Florida LLC

Signed By: S. Dee Jones
Print Name: S. Dee Jones
Title: CFO
Date: 6/9/17



OF LEE COUNTY, FLORIDA

LEE COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: [Signature]
Folk CHAIR
DATE: 7-10-17

ATTEST: CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]
DEPUTY CLERK

Commissioner Cecil L. Pendergrass
Lee County Board of County Commis
District 2

APPROVED AS TO FORM FOR THE RELIANCE OF
LEE COUNTY ONLY:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY



EXHIBIT 1: COMPENSATION

Compensation Rates	
Host Fee (per month)	\$41,667
County Revenue Share (%)	75%
Merchant Fee (per Ton)	\$15.00
P&B Fee (per Ton)	\$25.00
O&M Fee (per Ton) - Base	\$62.50
O&M Fee (per Ton) – Option 1	\$59.00

EXHIBIT 2: SAMPLE AVERAGE MARKET VALUE OF PROGRAM RECYCLABLES AND REVENUE SHARE CALCULATIONS

Contractor acknowledges and accepts the following:

- a) The material percentages used for calculating the AMV are based on the composition of the County's Residential Single Stream Recyclables as determined by a three-year average of outbound Recovered Materials and actual contamination tons as a result of a positive sort. The Residual tonnage (Rejects minus Contamination) was allocated back to Recyclable Material categories based on an independent contractor's July 2016 residual composition study. The material percentages in the AMV do not attempt to estimate Residue, which is Recyclables that are not recovered due to breakage and/or transportation or processing limitations or inefficiencies.

The County acknowledges that the AMV composition is based on outbound Recovered Materials and compensation is based on inbound tons. The County agrees to conduct and pay for a statistically valid recycling composition study on inbound Single Stream Program Recyclables, according to the requirements delineated below, during the first year following Commencement excluding Peak Season. The AMV composition will be adjusted based on the results of this study.

The AMV that follows reflects that all glass comprises 24.4 percent of materials in the inbound Program Recyclables stream. The County has seen a fairly consistent split of Glass-Mixed (3/8 unders) being 25 percent of all glass and Glass-Mixed Cullet (3/8 overs) being 75 percent of all glass. Therefore, following the inbound Program Recyclables composition study, 25 percent of the revealed glass composition will be deemed Glass-Mixed (3/8 unders) and 75 percent of the revealed glass composition will be deemed Glass-Mixed Cullet (3/8 overs) in the revised AMV.

- b) The material percentages used for calculating the AMV shall be revised only upon completion of a recyclables composition study conducted that meets the requirements specified herein:
- The study entails sampling and manual sorting of inbound Program Recyclables, not materials processed through the MRF or other sorting line with mechanized equipment. Inbound Program Recyclables means Materials as delivered and tipped at the MRF. If the study is requested by the Contractor, the final methodology is subject to written approval by the County.
 - The study shall be conducted by a qualified entity with demonstrated experience conducting recyclables composition studies in Florida. If the study is requested by the Contractor, selection of such entity is subject to written approval by the County.
 - The County and Contractor each have the right to have a representative onsite during the sorting event.
 - Study results are subject to final approval by the County, which shall not be unreasonably withheld. If approved by the County, adjustments to the composition provided in this Exhibit shall be made and shall become effective on the first Day of the following month and for the remainder of this Agreement, or until further adjusted in a future composition study.
 - The study shall be paid for by the party requesting such study unless otherwise agreed upon in writing.
 - A study cannot be requested more than twice annually.
- c) The market index (Recyclingmarkets.net) utilized is intended to reflect the regional average value, in the Southeast United States, of each Recyclable included in the County's Residential

Single Stream Recyclables. It is not intended to equate to the commodity revenue received by Contractor.

- d) If at any time during the term of this Agreement, Recyclingmarkets.net no longer posts or otherwise provides the applicable market indices, then the parties shall mutually select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Materials pricing information, and this selection shall be memorialized in writing.
- e) Any and all costs associated with accepting and processing Recyclables as well as marketing and transporting Recovered Materials derived therefrom shall be the responsibility of the Contractor.

Sample Average Market Value Calculation for Program Recyclables

Material	Grade Description	Index Value*	Market Value (\$/Ton)	Material % (3-Year Average)	Average Market Value (\$/Ton)
Mixed Paper	MP Mixed Paper (PS 54) (\$/ton, baled, picked up)	77.50	\$77.50	10.3%	\$7.98
News #8	SRP Sorted Residential Papers (PS 56) (\$/ton, baled, picked up)	82.50	\$82.50	27.5%	\$22.69
OCC #11	PS 11 Corrugated Containers (\$/ton, baled, picked up)	105.00	\$105.00	13.0%	\$13.65
Glass-Mixed	Glass 3 Mix (\$/ton del. as Recyclable or Disposable)	-20.00	-\$20.00	6.1%	-\$1.22
Glass-Mixed Cullet	3/8 overs (\$/ton, delivered to Strategic Materials, Inc.)**	7.00	\$7.00	18.3%	\$1.28
Plastic-PET	Plastics PET (Baled, ¢/lb, picked up)	9.50	\$190.00	4.5%	\$8.55
Plastic-Natural HDPE	Plastics Natural HDPE (Baled, ¢/lb, picked up)	27.75	\$555.00	1.2%	\$6.66
Plastic-Colored HDPE	Plastics Colored HDPE (Baled, ¢/lb, picked up)	22.75	\$455.00	1.6%	\$7.28
Plastic-Comingled	Plastics Comingled (#3-7, Baled, ¢/lb, picked up)	1.75	\$35.00	1.3%	\$0.46
Aluminum Cans	Metals Aluminum Cans (Sorted, Baled, ¢/lb, picked up)	61.50	\$1,230.00	1.4%	\$17.22
Steel Cans	Metals Steel Cans (Sorted, Baled, \$/ton, picked up)	90.00	\$90.00	2.1%	\$1.89
Contamination		n/a	\$0.00	12.7%	\$0.00
				100.0%	\$86.44

*The first published price (FPP) of the regional average for each month shall be used.

**The contractual revenue for delivering Mixed Cullet to Strategic Materials, Inc. will be used through September 30, 2019. At the expiration of the Strategic contract, the RecyclingMarkets.net value for Mixed Glass will be used.

Sample Calculation of Program Recyclables Revenue Share to County

Program Recyclables delivered to the MRF (Inbound Tons): 6,500

AMV (\$/Ton; as calculated above): \$86.70

O&M Fee (per Ton): \$60.00

Program Recyclables Revenue Share Percent: 75%

$((AMV - O\&M \text{ Fee}) * \text{Inbound Tons}) * \text{Revenue Share Percentage} = \text{Program Recyclables Revenue Share}$

$((\$86.44 - \$60.00) * 6,500) * 75\% = \$128,895.00$

Sample Calculation of Push-and-Bale Segregated Cardboard Payment to County

Segregated Cardboard delivered to the MRF (Inbound Tons): 20


Commodity Market Value (\$/Ton; as calculated above): \$105.00

P&B Fee (per Ton): \$25.00

$((\text{Commodity Market Value} - \text{P\&B Fee}) * \text{Inbound Tons}) = \text{Push-and-Bale Payment}$

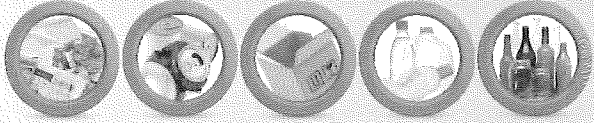
$((\$105.00 - \$25.00) * 20) = \$1,600.00$

EXHIBIT 3: LEE COUNTY SINGLE STREAM RESIDENTIAL PROGRAM RECYCLABLES



The graphic features a hand with five fingers, each labeled with a material: Paper, Metal, Cardboard, Plastic, and Glass. The palm of the hand contains the text "Recycle Smart" and "5 FOR THE CART". A small palm tree icon is located at the bottom left of the hand graphic.

Recycling Smart is easy!
There are only 5 things to remember -



The icons show: 1. A pile of paper and cardboard. 2. A metal can. 3. A cardboard box. 4. Plastic bottles. 5. Glass bottles.

Paper - no soiled, shredded, metallic or waxed.
Metal - only aluminum or steel (tin) cans, aluminum foil and disposable foil pans.
Cardboard - any kind of box that doesn't have a waxed coating.
Plastic - containers labeled #1 - #7 - no bags, no Styrofoam.
Glass - bottles and jars that are clear, green or brown.

Placing anything else in your cart is "**Wish-cycling**" - the most expensive disposal method of all.

Lee County Solid Waste Division • leegov.com/solidwaste • 239.533.8000

EXHIBIT 4: MINIMUM PREVENTATIVE/REGULAR MAINTENANCE SCHEDULE

Preventative/regular maintenance shall be performed at a minimum according to the following schedule. Preventative/regular maintenance activities shall include both inspection and corrective actions for any maintenance requirements identified by the inspection.

Frequency Key

- PM Daily = Indicates the tasks that Contractor must complete daily
- PM Weekly = Indicates the tasks that Contractor must complete weekly
- PM Monthly = Indicates the tasks that Contractor must complete monthly
- PM Semi-Annual = Indicates the tasks that Contractor must complete semiannually (twice per year)
- PM Annual = Indicates the tasks that Contractor must complete yearly

AIR COMPRESSORS

5	Blow off Machine & Intake Filters	0.15	
10	Check Operator Panel for Service Required Indicator	0.05	
15	Drain Water from Tank - If Electrically Controlled Verify Proper Operation	0.05	
20	Check for Equipment Damage & Air or Fluid Leaks	0.05	PM Daily
25	Check Oil Level	0.05	
30	Document Temperature, Air Pressure & Machine Load vs Run Hours	0.10	
35	Check Coolant Level - Add as Needed	0.05	
40	Blow out Condenser	0.50	
45	Blow out Radiator	0.16	
50	Document Hours Reading	0.05	PM Weekly
55	Document Amp Draw Reading	0.05	
60	Change Compressor Oil	0.33	
65	Check Oil Separator Cartridge	0.12	
70	Check Coupling	0.05	
75	Inspect Heat Exchanger	0.33	PM Annual

AIR DRUMS

5	Verify All Covers & Guards are in Position & Functioning	0.04	
10	Inspect Operation, Performance, Vibration & Excessive / Abnormal Noise	0.04	
15	Inspect Splitter Rolls, Drums & Transitions for Clogging & Operation	0.04	
20	Inspect Blower Operation, Performance, Balance & Cleanliness	0.04	PM Daily
25	Clean Small Hole Drum with Wire Brush or Pressure Washer	0.50	
30	Grease Drum Shaft	0.05	
35	Grease Splitter Rolls	0.15	
40	Verify Function of Caster Rollers	0.50	PM Weekly
45	Check/Blow off Filter Element in Baghouse	0.10	
50	Verify Drum Seal Adjustment	0.25	PM Monthly
55	Verify Operation of Solenoids	0.15	
60	Verify Operation of Diaphragm Valve	0.15	
65	Check Drum Gearbox Lube - Change as Needed - If unit is a 2 Drum, check both	0.25	
70	Check Splitter Roller Gearbox Lube - Change as Needed - If unit is a 2 Drum, check both	0.25	PM Semi annual
75	Lube Motor Bearings with 1 to 2 shots grease WHILE MOTOR IS RUNNING	0.15	PM Annual

BALERS - Annual

5	Review Operators Daily Inspection Sheet, Note any Deficiencies & Determine if Machine is Safe to Operate	0.05
10	Monitor Oil Level & Temperature	0.05
15	Verify Fire Extinguisher is Stationed at Baler & is Fully Charged	0.05
20	Verify Spill Kit is in Position, Fully Stocked & Ready for Immediate Use as Needed	0.05
25	Check for Hydraulic Leaks - Hoses, Pipes, Coolers, Powerpack	0.05
30	Check Machine Operation & Performance - Condition of Bales & Cycle Times	0.05
35	Check Wire Tyer Operation & Performance - Abnormal Sounds, Cutting & Tying Ability, Wire Feed Wheels & Guide Rollers	0.05
40	Verify Machine Guards, Controls, & Safety Devices are in Place & Functional	0.05
45	Check Cleanliness/Housekeeping - Behind Platens & Doors, Powerpack, Radiators, Operator Station & Knotter Head/Track	0.05
		PM DAILY
50	Clean Air & Breather Filters - Replace as Needed	0.33
55	Document Pump Pressures	0.12
60	Check Filter / Recirculation Pump	0.12
65	Clean, Examine & Lube Wire Guides & Rollers	0.25
70	Verify Function & Calibration of Positional Sensors (Lasers, Transducers & Limit Switches)	0.15
75	Inspect Platens for Wear or Damage	0.33
80	Inspect Cylinders for Wear, Leaks or Damage	0.20
85	Inspect Rods for Wear or Scoring	0.15
90	Verify no Excessive Wear or Damage on Walls, Floors, Knives	0.45
95	Verify Proper Operation of Wipers	0.15
100	Verify Platen Wheels & Surrounding Area are Clean	0.33
105	Verify Proper Operation of Console Lamps	0.05
110	Check Bale Retention Arms & Rails for Excessive Wear or Damage	0.33
115	TWO RAM BALERS	0.00
120	Inspect Gears & Chains for Wear or Damage	0.15
125	Clean & Inspect Pinch Rollers	0.05
130	Clean & Inspect all Wire Tier Components - Lube as Needed	0.33
135	Clean, Inspect & Lube Track	0.25
140	Verify all Track Pins & Clips are in Position	0.05
145	Verify Proper Operation of Doors	0.05
150	SINGLE RAM BALERS	0.00
155	Verify Inserters & Twister Unit are Clean & Lubed	0.20
160	Verify Cutters Sharp, Clean & Lubed	0.10

165	Inspect Knotter Shafts & Fingers for Excessive Wear or Damage	0.10	PM WEEKLY
170	Verify Knife & Gatherer Hold Down Clearances	0.85	
175	Verify Bolts are Tight on Gatherer & Ejector Hold Downs , Hopper, Panels & Pipe Clamps	0.50	
180	Lube Pump Couplings	0.10	
185	Lube Shift Cylinder Staff Bushings & Trampler Guides as Needed	0.10	
190	Inspect Liner & Plug Welds for Excessive Wear	0.25	
195	Inspect Cylinder Mounts & Shear Beam Assembly for Fractured Welds	0.60	
200	Check & Lube all Bearings with 2 shots of grease (NOT MOTOR BEARINGS)	0.25	
205	Lube Platen Wheels with 2 shots grease	0.10	PM MONTHLY
210	Lube Motor Bearings per OEM Specifications	0.25	
215	Tighten all Electrical Connections	1.00	
220	Document Motor Amp Draw Readings	0.25	
225	Document Floor Thickness (Over 70% Requires Reline)	1.00	
230	Document Thickness of Ram Wear Strips	0.25	
235	Remove & Replace Hydraulic Oil Filters	0.33	
240	Clean Tank Screens & Magnets	0.66	
245	Take Oil Samples - Send out for Testing Document Sample # on this Work order	0.45	PM SEMI-ANNUAL
250	Filter Hydraulic Oil - Change as Needed	8.00	
255	Clean Tank - Requires pumping out bulk oil & steam cleaning inside. MUST assure all water removed from tank. Everything wiped down and DUST FREE.	10.00	PM ANNUAL

BINS

5	Inspect Doors / Gates for Full Open / Close, Damage, Hoist Hooks Attached	0.15	
10	Check Unit for Debris in Gates or Transitions	0.05	PM DAILY
15	Verify Doors Operate Smoothly	0.05	
20	Inspect Frame, Walls, Body & Guards for Excessive Wear or Damage	0.10	
25	Inspect Skirts, Transitions & Belly Pans for Excessive Wear or Damage	0.10	
30	Inspect Scrapers, Brushes, Wipers & Curtains for Excessive Wear or Damage	0.15	
35	Verify E-stops & Safety Devices are Present & Functional	0.05	
40	Inspect Chains & Cables for Wear or Damage - Replace/Repair as Needed	0.10	
45	Inspect Hydraulic, Pneumatic or Electrical System for Damage, Excess Noise or Excess Heat.	0.10	PM WEEKLY
50	Lube Door Tracks	0.10	
55	Lube Door Hinges or Pivots	0.10	PM MONTHLY

BUILDING

5	Check for Operation, Damage, Wear & Housekeeping Issues with the Following:	0.00
10	Floors - Loadout, Tipping, Mezzanines, Offices, Stairs, Catwalks - Unobstructed & Undamaged	0.15
15	Doors - Damaged/Unsecurable/Noisy Operation	0.15
20	Docks - Dock Plates, Bumper Blocks & Locks, Wheel Chocks & Door Chains in Position & Functional	0.25
25	Fire Suppression System - Sprinkler Heads Unobstructed, No Damage to Lines, No Air or Water Leaks	0.25
30	Plumbing - No Drains Clogged, No Leaks or Damage	0.10
35	HVAC - Exhaust Fans & Louvers Operate Freely with No Abnormal Noises	0.10
40	Lighting - Overhead, Exit or Emergency Lighting in Place & Functional	0.10
45	Electrical System - All Switches, Receptacles, Fixtures & Wiring in Good Condition & Functional	0.20
50	Walls - Interior & Exterior Intact & Undamaged Including Windows, Doors & Other Openings	0.15
55	Ceilings - Clean & Intact with no Damage or Leaks	0.10

60	Roof - No Leaks, All Components Intact, Gutters/Drains/Downspouts Function Properly	0.10	
65	Guards - All Guards & Other Safety Devices are in Place & Functional	0.15	
70	Safety - All E-stops, Emergency Lights, Extinguishers, Alarms, Signs, Eyewash Stations are in Place, Clean, and Functional	0.25	PM DAILY
75	Floors - Load Out, Tip Floor, Mezzanines, Offices, Stairs, Catwalks - Unobstructed & Undamaged	0.15	
80	Pressure Wash as Needed	1.00	
85	Paint Equipment as Needed	1.00	
90	Paint Sort Enclosures as Needed	1.00	
95	Paint Doors, Bollards, Columns & Pillars as Needed	1.00	
100	Paint Handrails as Needed	1.00	
105	Replace Safety Signage as Needed	1.00	
110	Clean out Dock Drains	1.00	PM SEMI-ANNUAL
115	Have Elevator(s) Certified by Licensed Elevator Service Contractor	1.00	PM ANNUAL

BLOWERS /CYCLONE

5	Check Performance & Noise	0.05
10	Check Tubes & Housings for Holes or Damage	0.15
15	Clear Debris from Motor, Fan Intake & Transitions	0.20
20	Empty Discharge Drums / Socks / Tubes	0.33
25	Verify Vacuum Meter Not in RED Zone	0.05 PM DAILY
30	Clean Tubing to Cyclone	2.00 PM Bi-Weekly
30	Check all Bolts for Tight	0.25
35	Check V Belt Tension - Adjust as Needed	0.15
40	Inspect Impellers for Excessive Vibration, Corrosion, Solids Buildup	0.33
45	Inspect Metal Parts for Signs of Wear or Corrosion	0.15
50	Lubricate as Needed	0.05 PM QUARTERLY

COMPACTORS

5	Check for Oil Leaks	0.10
10	Inspect Cylinder Rod for Scoring or other Damage	0.20
15	Clean & Inspect Sight Glass	0.05
20	Inspect Oil Color - Filter / Replace as Needed	0.05
25	Clean Behind & Under Ram	0.25
30	Clean & Inspect Frame / Body for Excessive Wear or Damage	0.15
35	Clean & Inspect Operator Console	0.15
40	Verify E-stops & Safeties are in Position & Functional	0.10
45	Clean & Verify Operation of all Positional Sensors (Photo Eyes, Limit & Proximity Switches)	0.15 PM WEEKLY
50	Lube Turnbuckles with Grease - Use Rag to Wipe into Threads	0.10
55	Inspect Platen for Excessive Wear or Damage	0.15
60	Inspect Charging Box for Excessive Wear or Damage	0.10
65	Check Cylinder for Cracks, Loose Mounts, Excessive Wear or other Damage	0.15
70	Change Hydraulic Oil Filter Element	0.05 PM MONTHLY
75	Pressure Wash Unit	0.50
80	Take Oil Sample & Send in for Testing	0.05 PM SEMI ANNUAL
85	Lube Motor Bearings with 1 to 2 shots grease WHILE MOTOR IS RUNNING	0.15
90	Change Oil as Needed	0.25
95	Remove & Replace Oil Filter	0.10
100	Clean Tank Screener	0.25
105	Clean Breather Cap	0.15 PM ANNUAL

CONVEYORS

5	Check Belt Condition	0.10	
10	Check Belt Tracking - Adjust as Needed	0.10	
15	Check Headshafts - Clear Debris from Shaft, Bearings, Motor & Gearbox.	0.15	
20	Check Tailshafts - Clear Debris from Shafts & Bearings	0.10	
25	Check Transitions - Clear any Debris & Verify Wear	0.10	
30	Check Return Rollers - Verify Free Travel & no Loading on Rollers	0.10	PM DAILY
35	Inspect Cleats for Excessive Wear or Damage (More than 10% Requires Repair / Replacement)	0.10	
40	Inspect Belt for Tears or other Wear	0.20	
45	Inspect Idler / Return Rollers for Free Travel, Excessive Wear or Damage	0.10	
50	Inspect Flow Guides for Position & Function	0.10	
55	Inspect Skirting for Excessive Wear or Damage	0.10	
60	Inspect Transitions for Flow Characteristics, Excessive Wear or Damage	0.10	
65	Empty all Belly Pans	0.33	
70	Inspect Rollers / Links/ Track & Frame for Lubrication, Wear & Damage	0.50	
75	Inspect & Lube Hinge Points	0.50	
80	Inspect & Lube Side Wings	0.50	
85	Inspect Cross Members	0.50	
90	Verify all Guards, Scrapers, Brushes & Wipers are in Place & Functional	0.15	
95	Verify all E-stops & Safeties are in Place & Functional	0.10	
100	Check Electrical System - Wiring Frayed? Damaged? Burnt Smell?	0.15	
105	Verify all Motors are Not Excessively Hot or Noisy	0.10	
110	Blow off Gearbox & Verify No Leaks	0.10	
115	Inspect Chains for Lube & Excessive Wear	0.15	
120	Verify Adequate Quantity of Spare Parts on Hand	0.15	PM WEEKLY
125	Lube Bearings with 1 to 2 Shots Grease - monthly	0.15	PM MONTHLY
130	Check Gearbox Oil - Replace as Needed	0.15	
135	Check Slider Bed for Wear	0.25	
140	Check Track Curve Wear	0.25	
145	Check Impact Areas for Excessive Wear or Damage	0.50	PM SEMI-ANNUAL
150	Lube Motor Bearings with 1 to 2 shots grease WHILE MOTOR IS RUNNING	0.15	PM ANNUAL

DOCK levelers

5	Inspect Hinge Operation	0.05	
10	Inspect Chain Pulls	0.05	
15	Check bumpers	0.05	
20	Clean under dock plates	0.5	PM WEEKLY
##	Lubricate Pivot Points	0.1	
25	Inspect all Welds	0.25	PM QUARTERLY

DOORS

	Check Doors for Operation, Damage,		
5	Noisy, NonSecurable, Wear & Housekeeping Issues	0.17	PM WEEKLY
10	Paint Doors as Needed	1.00	
15	Lube Service (Man/Personnel) Door Hinges, Locksets & Closers	1.00	
20	Lube Overhead door Pivot Points, Tracks, Chains & Springs	1.00	
25	Inspect Overhead Door Drive Belts - Replace as Needed	0.10	
30	Check Overhead Door Gearbox Lube - Replace as Needed	1.00	PM SEMI-ANNUAL
35	Verify Tracks Aligned and all bolts tight	1.00	
40	Blow Off Motors	1.00	PM ANNUAL

Metering DRUM

5	Inspect Operation, Performance, Vibrations or Excessive Noise	0.10	
10	Inspect Shafts & Drive for Debris or Damage	0.10	
15	Inspect Hydraulic Power Pack for Leaks, Oil Level & Damage	0.10	PMD
20	Clear any Material Jams and Shaft Wrap	1.00	
25	Blow off Motor Fan Debris	0.10	
30	Blow off Gearbox & Verify no Leaks	0.15	
35	Inspect Bearings - Clean Debris as Needed	0.10	PM WEEKLY
40	Inspect Cleats for Wear or Damage - Replace as Needed	0.25	
45	Inspect Fingers/Fluffers for Wear or Damage - Replace as Needed	0.25	
50	Grease Bearings with 1 Shot of Grease ONLY lube motor when it is running	0.15	PM MONTHLY
55	Inspect Drum & conveyor Side Walls for Wear	0.25	
60	Check Hydraulic Oil - Replace as Needed	0.25	
65	Replace Hydraulic Filter & Breather	0.25	PM SEMI-ANNUAL

EDDY CURRENT

5	Inspect Belt Condition & Speed	0.10	
10	Inspect Shafts for Debris or Damage	0.10	
15	Inspect Discharge Chutes for Wear or Clogging	0.10	
20	Inspect Performance & Vibration	0.10	PM DAILY
25	Check Conveyor Belt for Wear & Damage	0.05	
30	Check Conveyor Belt for Tension & Tracking	0.10	
35	Clean & Inspect Shell for Wear & Damage Verify No Foreign Objects Inside Belt Envelope	0.50	
40	Clean Splitter / Diverter/ Wash Conveyor Clean /wash conveyor	0.20	
45	Grease Walker units with 2 shots of Grease per 40 hours run time	0.05	PM WEEKLY
50	Grease Pillow Block Bearings with 1 to 2 Shots of Grease	0.05	
55	Check Inventory Stock for Spare Drum, Bearings, Drive Belt & Conveyor Belt	0.10	PM MONTHLY

ELECTRICAL PANELS

5	Inspect Cabinet Exterior for Dirt & Damage - Clean or Repair as Needed	0.05	
10	Verify Door is Properly Secured	0.05	
15	Verify Outside Controls Functional & Undamaged	0.10	
20	Verify Interior Components are Functional & Undamaged	0.10	
25	Verify Wiring is not Frayed or Damaged	0.15	
30	Verify Burnt Smell is NOT Present	0.05	
35	Verify all Guards and Signs are in Position and Functional	0.10	
40	Verify all E-stops & Safeties are in Good Condition & Functional	0.05	
45	Verify Free Access to Cabinet	0.05	
50	Verify Adequate Supply of Spare Fuses	0.05	PM MONTHLY
55	Open Disconnects in High Spillage/Dusty Areas and Blow out with Compressed Air	0.25	
60	Tighten All Lugs/Terminals	1.00	PM SEMI-ANNUAL
65	Assure Annual Arc Flash Assessment / Maintenance completed in a timely fashion	5.00	
70	Review Arc Flash Documentation with contractor	1.00	PM ANNUAL

FIRE EXTINGUISHERS

5	Verify Pressure Gage is in GOOD or Operational Range	0.05	
10	Verify Seal & Pin Intact	0.05	
15	Update Inspection Tag Monthly	0.05	
20	Verify Tag is from Current Year	0.05	
25	Verify Adequate Quantity of Spare Fire Extinguishers (5 to 10% of total)	0.05	
30	Recharge any discharged Extinguishers within 30 days OR LESS - MAINTAIN Adequate Supply AT ALL TIMES.	0.05	
35	Wipe Down each Extinguisher	0.05	PM MONTHLY
40	Have a Fire Extinguisher Contractor Refill (as needed) & Recertify ALL Fire Extinguishers	0.05	PM ANNUAL

FUEL STATION

5	Verify no Leaks or Spills	0.05	
10	Empty Spill Trays as Needed	0.05	
15	Verify Nozzle & Hose in Good Condition	0.05	
20	Verify Pump in Good Condition	0.05	
25	Verify Spill Kit is in Position, Fully Stocked & Ready for Immediate Use as Needed	0.05	
30	Verify Fire Extinguisher is on Hand & Fully Charged - Ready for Immediate Use as Needed	0.05	
			PM WEEKLY
35	Check Tank Fill Level - Communicate same to Plant Manager	0.10	
40	Verify no Leaks on all Connections	0.05	
45	Inspect Dyke for Damage	0.05	
50	Inspect Containment Area for Water or Debris	0.05	
			PM MONTHLY
55	Verify Tank is Treated with Algaecide & Fungicide to Prevent Algae Growth	0.05	
60	Verify Tank does NOT Contain Water	0.05	
65	Replace Fuel Filter if Equipped (Fuel Supplier MAY do it at NO CHARGE)	0.05	
			PM SEMI ANNUAL

GLASS BREAKERS

5	Check Unit for Performance - Proper Discharge Sizing? Throughput? Separation?	0.15
10	Check Unit for Excessive Vibration	0.1
15	Document any Housekeeping Required on Unit	0.1 PM DAILY
<hr/>		
20	Verify All Guards are in Position & Functional	0.05
25	Check Shafts for Wrap & Remove Same	0.25
30	Inspect Shafts for Excessive Wear/Damage	0.10
35	Empty Belly Pans. Inspect for UHMW Wear or Damage	0.25
40	Verify All E-stops & Safeties are in Position & Functional	0.05
45	Lube Chains & Inspect for Proper Tension & Wear	0.10 PM WEEKLY
<hr/>		
50	Inspect Body for Erosion, Fractured Welds, Loose Fasteners, etc.	0.25
55	Inspect Frame - Tighten Loose Fasteners, Look for Chafing, etc.	0.20
60	Inspect Mounts - Loose, Broken Welds, etc.	0.10
65	Inspect Hammers/Blow Bars/Wear Plates for Excessive Wear/Damage - Repair/Replace as Needed	0.15
70	Inspect Skirts for Excessive Wear/Damage	0.10
75	Inspect Transition Areas for Excessive Wear or Damage	0.10
80	Inspect Electrical Wiring for Chafing, Broken Wires, Burnt Smell, etc.	0.10
85	Blow off & Inspect Gearbox for Leaks, Excessive Noise or Heat	0.30
	Inspect Bearings - Clear Debris & Verify	
90	Bolts/Setscrews are Tight - Lube with 1 to 2 shots grease	0.15
95	Verify Sprockets/Sheaves are Tight	0.05
	Verify Vee Belts are Properly Tensioned & Pulleys are	
100	in Proper Alignment. Inspect Belts for Checks, Cracks & Excessive Wear	0.15
105	Verify Couplings Alignment	0.50
110	Check Taper Lock Setscrews for Tight	0.50
115	Inspect Drive Chains & Replace as Needed	0.50 PM MONTHLY
<hr/>		
120	Inspect Motor - Excessive Noise, Heat, Burnt Smell - Lube with 1 shot of grease - ONLY WHILE RUNNING	0.20
125	Check Gearbox Oil Condition / Level	0.10
130	Verify Hydraulic Oil Condition, Level & Clean Filter Elements if Needed	0.15
135	Check Stock for Chain, Wear Parts & Bolts	0.10 PM SEMI-ANNUAL
<hr/>		
HVAC		
5	Pressure Wash Condenser Unit	6.00 PM MONTHLY
10	Clean Housing & Covers	0.50
15	Inspect Fan & Blower Drive Belts	0.25
20	Replace Filters as Needed	0.50 PM SEMI-ANNUAL
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INVENTORY

5	Verify Stock of Oils - Hydraulic, Gearbox, Motor, etc.	0.15
10	Verify Stock of Belting	0.15
	Verify Adequate Quantity of Glass Crusher Parts are	
15	on Hand	0.15
20	Verify Adequate Quantity of Air Filters are on Hand	0.15
25	Verify Adequate Quantity of Oil Filters are on Hand	0.15
	Verify Adequate Quantity of Wire Tier / Knotter Parts	
30	are on Hand	0.15
35	Document Quantity of Baling Wire on Hand	0.15
40	Verify VFD'S and Breakers are on Hand	0.15
45	Verify sufficient motors, gear boxes are on hand	0.15
50	Verify sufficient disc for screens are on hand	0.15 PM MONTHLY

MAGNET

Clean Drum 10min Crossbelt 30min	
5 Inspect Belt Condition & Speed	0.33
Inspect Shell for Debris or	
10 Damage	
Inspect Magnet Body &	
Discharge Chutes for Wear or	
15 Buildup of Material	
Inspect for Performance &	
20 Vibration	
Inspect Drum Type Magnet for	
Shaft Wrap, Buildup of Material,	
Bearing Damage & Proper	
25 Drainage of Fines	
Verify all Guards are in Position	
30 & Functional	0.10
Verify E-Stops & Safeties are in	
35 Position & Functional	0.05 PM DAILY
<hr/>	
Clean Shafts of any Material	
Wrapped around Shafts. Inspect	
Shaft for Bent, Excessive Wear or	
40 Damage	0.20
Inspect Rollers for Shaft Wrap,	
45 Excessive Wear or Damage	0.15
Inspect Skirting for Wear or	
50 Damage - Replace as Needed	0.10
Inspect Transition Areas -	
55 Remove any Obstructions	0.20
60 Empty all Belly Pans	0.25
Inspect Links, Tracks & Frame for	
65 Excessive Wear or Damage	0.10
Inspect Scrapers / Brushes /	
70 Wipers - Adjust as Needed	0.20
Inspect Electrical System for	
75 Damage, Excessive Heat or Noise	0.10
Blow off Gearbox & Inspect for	
80 Leaks	0.20
Lube Chains & Inspect for	
85 Excessive Wear or Damage	0.15 PM WEEKLY
<hr/>	
Grease Bearings with 1 to 2 Shots	
90 Grease	0.15

Check Belt Condition & Tracking	
95 as Applicable	0.10
100 Clean Housing Debris	0.15
Blow off & Inspect Motor - Excessive Noise, Heat, Burnt Smell - Lube with 1 shot of 105 grease - ONLY WHILE RUNNING	0.30
Check all Bolted Assemblies for 110 Tight	0.20
Clean & Inspect Head Pulleys for 115 Excessive Wear or Damage	0.40
120 Document Bearing Check	0.10 PM MONTHLY
125 Check Oil Level - Fill as Needed	0.25
Send Oil Sample in for Testing - Record Sample Number on this 130 Work order	0.15 PM SEMI-ANNUAL

OPTICAL SORTER

Inspect Operation, Performance, Vibration, & Excessive 5 / Abnormal Noise	0.15
Inspect Air Valves & transitions for Clogging & 10 Operation	0.15
15 Inspect Lighting System for Failed Bulbs	0.05
20 Inspect Cooling System for Operation & Clean Filters Clean Lenses, Inspect Belt for Reflective Material	0.15
25 Minimum of 1x per Shift	0.20
Calibrate Unit if Efficiency below 93% (Missing 1 Unit in 30 12)	0.10
35 Verify all Guards & Panels are in Position & Functional	0.10 PM DAILY
40 Lube Bearings with 1 Shot of Grease	0.25 PM MONTHLY
45 Lube Blower Bearings with 1 Shot of Grease Lube Motor Bearings with 1 shot of Grease 0 ONLY	0.10
50 WHILE MOTOR IS RUNNING	0.20
55 Check Gearbox Lube - Change as Needed	0.25 PM SEMI-ANNUAL

PITS

5 Clear Pits of All Debris	3.00 WEEKLY
Inspect Conveyors as Outlined in Weekly 10 Conveyor Maintenance	2.08 PM BI-ANNUAL

ROLLING STOCK

	Review Operators Daily Sheet, Note any Deficiencies		
5	& Determine if Machine is Safe to Operate	0.05	PM Daily
10	Test Drive Unit for Proper Operation	0.05	
15	Inspect Arms for Cracks, Bolt or Pin Damage	0.10	
20	Inspect Hinge Points for Cracks, Bolt or Pin Damage	0.10	
25	Inspect Body for Cracks, Bolt or Pin Damage	0.15	
30	Inspect Forks or Buckets for Cracks, Bolt, Pin or Hose Damage	0.15	
35	Check All Fluid Levels - Coolant, Engine oil, Hydraulic Oil, Brae Fluid, etc.	0.15	
40	Inspect Charging System - Fluid Levels, Electrical Connections, Wiring, etc.	0.15	
45	Check Intake System - Hoses, Filters, etc.	0.10	
50	Inspect Exhaust System - Manifolds, Mufflers, Piping, Mounts, Clamps, etc.	0.15	
55	Inspect Electrical System - Fuses, Wiring, Connections, Lamps, etc.	0.25	
60	Lift Cab - Blow out with Compressed Air, Inspect for Leaks, Loose Bolts, etc.	0.25	
65	Inspect Drive Train - Wire Wrap on Axles, U-Joint Bolts for Tight, No Leaks in Transmission/Differential, Linkage Free Travel, etc.	0.33	
70	Inspect Brake System - Fluid Level, Lines Intact, Shoe/Pad Wear, Parking Brake, etc.	0.15	
75	Wash Machine O with Pressure Washer or Steam Cleaner as Available	0.50	
80	Document Machine Hours on Last Service Date	0.05	
85	Document Current Machine Hours	0.05	PM Weekly
90	Sample Engine & Hydraulic Oils - Send Sample out for Testing - Change if Test Results Dictate	0.15	
95	Perform 250 or 500 Hour Service as Needed - Document Machine Hours on Work order	1.00	
100	Document Average Tire Dimensions - Rotate on Smaller Units as Needed	0.05	
105	Man-Lifts - Check Basket for Full Range of Motion, Controls Undamaged & Operational, Clean Basket	0.20	PM Monthly
110	Perform a 1000 Hour PM - Either In-House or by Vendor - Document Hours & Oil Sample Results on Work order	2.00	
115	Inspect all Safety Harnesses	0.10	PM Semi-annual
120	Perform a 2000 Hour Service - Either In-House or by Vendor - Document Machine Hours on Work order	4.00	
125	10 Have Vendor Certify Manlifts	0.50	PM Annual
	SCALE- Annual		
	Document Scale Calibration by Certified Scale		
5	Service Contractor	0.10	PM Annual

SCREENS- Annual

Verify all Shafts/Rotors/Disc are Clear of Wrap or	
5 Debris	2.00 PM DAILY per shift
10 Check Chains for Excessive Noise (Stretch) Check Gear motors for Excessive Vibration or	0.10
15 Noise Check Blower(s) Operation, Performance &	0.10
20 Cleanliness - Clean / Adjust as Needed	0.20 PM WEEKLY
25 Oil Drive Chains	0.25
30 Check Automatic Oilers - Refill as Needed Check Stars for Excessive Wear or Damage -	0.05
35 Replace as Needed - Note any UNUSUAL Wear	2.50
40 Check Motor Mounting Bolts for Tight Blow out Expanded Metal Grates - Intake &	0.10
45 Exhaust	0.20
50 Blow off Motor with Compressed Air Inspect Coupling Insert - Replace as Needed.	0.10
55 Verify Proper Coupling Alignment	0.33
60 Verify Taper Lock Setscrews are Tight	1.00
65 Lube All Bearings with 1 to 2 Shots Grease Check Drive Chains for Excessive Wear, Damage	0.60
70 or Stretching - Replace as Needed	0.33 PM MONTHLY
Lube motor bearings with 1 shot of grease -	
75 ONLY WHILE RUNNING	0.10
80 Document Amp Draw Readings on All Motors	0.10 PM ANNUAL

SPRINKLERS/ALARM SYSTEM

Inspect System for Damage - Dry Systems Listen for Air	
5 Leaks	0.25
10 Document Water Pressure on Each Main Line	0.10
15 Document Air Pressure (Dry Systems)	0.05
20 Verify No Obstructions of All Sprinkler Heads	0.25
25 Drain all DRY System Low Points/Drum Drips	0.50 PM MONTHLY
30 Check All Bolted Assemblies for Tight	0.25
35 Verify NO Seal or Breather Leaks	0.15 PM SEMI-ANNUAL
40 Put Alarm Monitoring on TEST MODE	0.05
Have Licensed Sprinkler Contractor Perform a Full Flow	
45 Test	0.33
50 Have Certified Contractor Verify Strobes & Enunciators	0.15
55 Have Certified Contractor Test Back Flow Preventers	0.25
Have Alarm Technician Verify Function of All Set Points	
60 (Tamper Switches, Entry Points, Telephone Lines, etc.)	0.20
Have Alarm Technician Check / Replace Batteries as	
65 Needed	0.10
Have Alarm Technician Verify Monitoring Company	
Receipt of Alarms / Faults / Troubles - Note Times of	
70 Response	0.20
75 Restore System to Full Monitoring	0.05 PM ANNUAL

TROMMEL

Check Shafts, Cam Followers & Guide Rollers for Free Travel, Excessive Wear or Damage - Clear any	
5 Obstructions	0.45
Check Drive Rollers & Idlers for Free Travel, Excessive	
10 Wear or Damage - Clear any Obstructions	0.30
15 Clean & Inspect all Skirting - Replace as Needed	0.15
20 Clean & Inspect all Transitions	0.25
25 Verify screens are adequate for proper screen sizing	0.33
30 Verify All Guards are in Position & Functional	0.10
Check Frame, Body & Tracks for Fractured Welds or	
35 other Damage	0.35
40 Verify all E-stops & Safeties are in Position & Functional	0.10
Check Electrical System - Wiring Frayed? Damaged?	
45 Burnt Smell?	0.15
50 Check all Motors for Excessive Heat or Noise	0.10
55 Blow off Gearbox & Verify no Leaks	0.10
60 Lube Chains & Check for Excessive Wear or Damage	0.10 PM WEEKLY
<hr/>	
Lube Bearings With 1 to 2 Shots Grease - NOT MOTOR	
65 BEARINGS !!	0.20
70 Check all Sprockets for Excessive Wear or Damage	0.15
75 Verify Adequate Supply of Spare Parts	0.05 PM MONTHLY
<hr/>	
Check Gearbox Oil - Replace as Needed - Mark Date on	
80 Box	0.15
Lube Motor Bearings with 1 to 2 Shots of Grease - ONLY	
85 WHILE RUNNING	0.10
90 Check Impact Areas for Excessive Wear or Damage	0.15 PM SEMI-ANNUAL
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CERTIFICATE OF LIABILITY INSURANCE

3/1/2018

DATE (MM/DD/YYYY)

6/21/2017

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 Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED 1363638 ReCommunity Holdings II, Inc. and All Affiliated Companies 809 West Hill Street Charlotte NC 28208	INSURER A: Hartford Fire Insurance Company NAIC # 19682	
	INSURER B: Twin City Fire Insurance Company 29459	
	INSURER C: Hartford Insurance Co of the Midwest 37478	
	INSURER D: Great American E & S Insurance Company 37532	
	INSURER E:	
	INSURER F:	

COVERAGES RECCO **CERTIFICATE NUMBER:** 14779234 **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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	84-CSE-S25802	3/1/2017	3/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	84ABS25803	3/1/2017	3/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B C	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/A	84-WBR-S25801 (WI) 84-WN-S25800 (AOS)	3/1/2017 3/1/2017	3/1/2018 3/1/2018	<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
D	Pollution	N	N	PRE254009201	3/1/2017	3/1/2020	Limit: \$10,000,000 per occurrence \$10,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 LEE COUNTY, A POLITICAL SUBDIVISION AND CHARTER COUNTY OF THE STATE OF FLORIDA, ITS AGENTS, EMPLOYEES, AND PUBLIC OFFICIALS ARE ADDITIONAL INSUREDS AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 14779234 LEE COUNTY BOARD OF COUNTY COMMISSIONERS PO BOX 398 FORT MYERS FL 33902	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 