



LEE COUNTY
SOUTHWEST FLORIDA
BOARD OF COUNTY COMMISSIONERS

John E. Manning
District One

(239) 533-5450

Cecil L. Pendergrass
District Two

May 13, 2013

Larry Kiker
District Three

Tammy Hall
District Four

Frank Mann
District Five

Doug Meurer
Interim County
Manager

Andrea Fraser
Acting County Attorney

Diana M. Parker
County Hearing
Examiner

Mr. William T. Bell Jr.
Belcorp/Prolime Joint Venture
11530 Philips Highway
Jacksonville, FL 32256

SUBJECT: B-130220 YARD WASTE GRINDING AND PROCESSING
SERVICES

ENCLOSURE (1): Executed Copy of Service Provider Agreement

Dear Mr. Bell:

Enclosed is your executed copy of the Service Provider Agreement for the project known as "Annual Contract for Yard Waste Grinding and Processing Services".

The Contract No. is 6402 and must be on all invoices.

If you should have any questions, please contact our office at the above number.

Sincerely,
PROCUREMENT MANAGEMENT

Kathy Ciccarelli, CPPB
Procurement Analyst

C: FinanceOnBase@leeclerk.org
Lindsey Sampson
Rosie Gagliardo
Project File

C-6402

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this 23rd day of April, 2013, between the Board of County Commissioners of LEE COUNTY, a political subdivision and charter County of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and **Belcorp/Prolime Joint Venture** hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the Yard Waste Grinding & Processing services of said PROVIDER as further described herein referred to as **Yard Waste Grinding and Processing Services, B-130220**, and,

WHEREAS, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

WHEREAS, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

ARTICLE 1.0 - SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A", dated April 15, 2013, entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

ARTICLE 2.0 - DEFINITIONS

2.1 COUNTY shall mean the Board of County Commissioners of Lee County, a political subdivision and charter County of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, labor, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

2.4 ADDITIONAL SERVICES shall mean any additional services that the COUNTY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the COUNTY.

2.6 SUPPLEMENTAL TASK AUTHORIZATION as used refers to a written document executed by both parties to an existing Professional Service Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

(2) County's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, or acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS.

The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

3.6 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the COUNTY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.7 RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the COUNTY any cost estimates, the PROVIDER, by exercise of his experience and judgement shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

3.8 ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall set forth a description of (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the ADDITIONAL SERVICES.

ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B" dated April 15, 2013, which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The COUNTY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

4.3 METHOD OF PAYMENT.

(1) MONTHLY STATEMENTS.

The PROVIDER shall be entitled to submit not more than one invoice statement to the COUNTY each calendar month covering services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S).

(2) PAYMENT SCHEDULE.

The COUNTY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the COUNTY object or take exception to the amount of any PROVIDER'S invoice statement, the COUNTY shall notify the PROVIDER of such objection or exception with the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY. In the event of termination of this Agreement at the convenience of the COUNTY, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the COUNTY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the COUNTY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and/or (3) are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.02 TIME OF PERFORMANCE. The PROVIDER agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "A" and "C", dated April 15, 2013, which EXHIBIT "A" and "C" are attached hereto and made a part of this Agreement.

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the PROVIDER'S time of performance. Upon receipt of the PROVIDER'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

5.03 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the COUNTY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the COUNTY on a monthly basis.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, or levy an administrative penalty as set forth in Exhibit B, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

ARTICLE 6.0 - SECURING AGREEMENT

The PROVIDER warrants that the PROVIDER has not employed or retained any company or person other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement and that the PROVIDER has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the PROVIDER any commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER subcontract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", dated April 15, 2013, entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

ARTICLE 8.0 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government.

ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the COUNTY'S prior written consent, to provide services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

ARTICLE 10.0 - INSURANCE

10.1 INSURANCE COVERAGE TO BE OBTAINED

(1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect him from: (1) claims under Workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverage's described herein and as are required by law to be provided on behalf of their employees and others.

(4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1) The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverage's of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverage's.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.

(3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the COUNTY in triplicate.

(4) Each Certificate of Insurance shall include the following:

(A) The name and type of policy and coverage's provided;

(B) The amount or limit applicable to each coverage provided;

(C) The date of expiration of coverage.

(D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The CONSULTANT shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) WORKERS' COMPENSATION

Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or 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

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office. 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

Coverage must include the following:

- (A) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of 1,000,000.00 combined single limit (CSL).
(B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

*The required minimum limit of liability shown in (2) Commercial General Liability and (3) Business Automobile Liability, 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."

ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, all of the above documents to the extent requested by the COUNTY shall be delivered to the COUNTY or to any subsequent PROVIDER within thirty (30) calendar days.

The PROVIDER, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use.

ARTICLE 14.0 - MAINTENANCE OF RECORDS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the COUNTY.

ARTICLE 15.0 - HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

ARTICLE 16.0 - ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments hereto, constitutes the entire Agreement between the parties hereto.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services" dated April 15, 2013.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated April 15, 2013.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance" dated April 15, 2013.
- (4) EXHIBIT "D" entitled "Vendor's Associated SubContractor(s)", dated April 15, 2013.
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated April 15, 2013.
- (6) EXHIBIT "F" entitled "Amendment to Articles", dated April 15, 2013.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

ARTICLE 17.0 - NOTICES AND ADDRESS

17.1NOTICES BY PROVIDER TO COUNTY All notices required and/or made pursuant to this Agreement to be given to the PROVIDER to the COUNTY shall be in writing and shall be given by the United States Postal Service to the following COUNTY address of record:

Lee County Board of County Commissioners
PO Box 398
Ft Myers FL 33902-0398
Attention: Solid Waste Director

17.2NOTICES BY AUTHORITY TO PROVIDER All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

Belcorp/Proline Joint Venture
11530 Philips Highway
Jacksonville, FL 32256
Phone/Fax: 904.268.1236/904.268.7722
Attention: William T Bell, Jr.
Email : tombell@belcorp-inc.com

17.3CHANGE OF ADDRESS. Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 18.0 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the PROVIDER, by giving thirty (30) calendar days written notice to the PROVIDER. If the PROVIDER is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the PROVIDER or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the authority of the COUNTY'S designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the PROVIDER written notice, terminate this Agreement.

ARTICLE 19.0 - MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or CHANGE ORDER(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

ARTICLE 20.00 – SEVERABILITY

If any word, phrase, sentence, part, subsection, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

ARTICLE 21.00 – VENUE

Venue for any administrative and/or legal action arising under this Agreement shall be in Lee County, Florida.

ARTICLE 22.00 – NO THIRD PARTY BENEFICIARIES

Both parties explicitly agree, and this Agreement states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 23.0 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

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

ATTEST:

COUNTY: LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS

Linda Doggett, Clerk

BY: *[Signature]*

BY: *[Signature]*

Chair

DATE: 5-9-10



APPROVED AS TO FORM

BY: *[Signature]*

County Attorney's Office

ATTEST:

Belcorp/Proline Joint Venture
Firm

[Signature]
(Witness)

BY: *[Signature]*

(Authorized Signature)

[Signature]
(Witness)

Tom BELL - Pres.
(Printed Name & Title)

DATE: 4-29-13

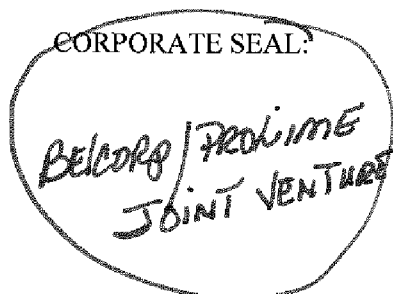


EXHIBIT A

Date: April 15, 2013

SCOPE OF SERVICES

for Yard Waste Grinding and Processing Services, B-130220

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The PROVIDER shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

The intent of this quote is to provide waste grinding/processing for the Lee County Solid Waste Division located at 10500 Buckingham Road in Fort Myers, Florida.

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the PROVIDER shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT".

SCOPE

The intent of this AGREEMENT is to provide waste grinding/processing for the Waste to Energy Facility located at 10500 Buckingham Road in Fort Myers, Florida.

MAJOR BREAKDOWNS/NATURAL DISASTERS

The PROVIDER shall provide the name of a contact person and phone number which will afford the COUNTY access twenty-four hours per day, 365 days per year, to this service in the event of major breakdowns or natural disasters.

The COUNTY reserves the right to secure the services listed in this AGREEMENT elsewhere in an emergency situation.

DESIGNATED CONTACT

The PROVIDER will appoint a person or persons to act as a primary contact. This person or back-up will be readily available during normal work hours by phone or in person, and will be knowledgeable of the terms and procedures involved.

SUB-CONTRACTORS

The use of sub-contractors under this AGREEMENT is not allowed without prior written authorization from the Solid Waste Division Director.

REGULATIONS

The vendor will comply with the requirements to Chapter 62-709 Yard Trash Processing Facilities of the Florida Administrative Code(F.A.C.), all Florida Department of Environmental Protection Regulations and all other Federal, State and local laws and regulations.

REQUIREMENTS

- A.) The vendor will supply all necessary equipment, personnel and supplies to grind, process and screen yard waste (horticulture) and land clearing materials.
- B). The vendor will process horticultural yard waste and land clearing materials to specifications as directed by the Solid Waste representative. Specifications will be either a 5" minus mulch or a 2" minus mulch.
- C.) The vendor will neatly stockpile the processed mulch in windrows as high as reasonably practical and 60' wide and in compliance with 62-709 F.A.C. and in locations at the Facility as directed by the Solid Waste Division representative.
- D.) The vendor will perform the services as frequently as necessary to prevent an excessive accumulation of unprocessed horticultural materials at the Facility. The vendor will begin grinding and processing no later than 2 weeks after notification by the County. The County may assess an administration charge if the vendor does not begin the grinding process within two weeks after the County's notification.
- E). The vendor will perform the services without interfering with any of Solid Waste's ongoing operation. The vendor will comply with all the applicable rules and procedures established by Lee County including verbal direction by a designated Solid Waste Division Representative concerning the use of the County's Facility including but not limited to traffic, loading, safety and parking rules, etc.

MATERIALS TO BE PROCESSED

- A). Materials: The material to be processed will include, but not limited to, horticultural yard waste and land clearing materials and is generally comprised of lawn clippings, trimmings, branches, limbs, palm fronds, logs, roots and stumps.
- B). Material Quantities: Solid Waste Division estimates that approximately 30,000 cubic yards of horticulture and land clearing materials will be stockpiled at the site prior to each processing/grinding event. Solid Waste estimates that 4 to 5 grinding events will be required per year. This volume is an estimate only, no guarantee is stated or implied. The material will be stockpiled in windrows approximately 15' high x 75' wide x 260' long.

C). Large Diameter Material: The vendor will also be required to handle and process large diameter material such as trunks, root-balls, etc. stockpiled at the site. Also included will be other wood debris such as dock piles, telephone poles, etc. These materials will be inspected by the Solid Waste Staff to confirm the absence of any apparent and sizeable metal but no guarantee is made to that effect. This material will be processed to a 5" minus specification. There will not be any additional cost to the County to handle this material.

D). Unprocessable Materials: Yard waste and other processible materials may contain minor amounts of debris other than vegetative waste, such as rock, metal, or other items which may be damaging to grinding and processing equipment. The vendor is responsible for the separation and stock piling of potentially damaging materials and is responsible for any and all damage resulting to his equipment from the introduction of any such materials into his equipment.

YARD WASTE PROCESSING

A). The vendor is required to provide grinding/mulching equipment with a minimum processing rate of 250 cubic yards per hour.

B). The vendor will keep his processing equipment on site until all material in the unprocessed stockpile (at the time of arrival on site) is processed and the resulting mulch meets the specifications of this agreement. Solid Waste staff will measure and the vendor will verify the unprocessed stockpile dimensions prior to processing. These agreed upon quantities will be the basis for payment in accordance with the terms of this Agreement. Should an additional stockpile become available during the course of the vendor's processing event, the vendor will process the additional stockpiles(s).

C). The County may assess an administrative charge if vendor experiences more than three (3) unexcused consecutive days of little or no grinding/processing production.

D). Specification of Processed Material: The vendor will produce ground mulch from yard waste materials. Solid Waste will periodically inspect the ground mulch to verify an acceptable finished product. Solid Waste may collect samples of the material at any time to verify that the mulch meets the required specifications. The Vendor is required to keep its equipment in proper repair and operation in order to timely complete each grinding event and to maintain product specifications. The predominant required specification will be 2 inch minus mulch. Prior to the start of a processing event, Solid Waste's representative will indicate the portion of existing stock piles to be ground for 5 inch minus and 2 inch minus mulch.

E). Right to Refuse Materials: Solid Waste reserves the right to halt production or refuse to accept materials produced that does not meet specifications. Two-inch-minus and five-inch-minus mulch means that at least 97% of the mulch will pass a two inch or a five inch screen mesh respectively.

F). Specification Changes: The County may renegotiate Agreement terms and conditions if the County determines that the mulch specification requirements must be changed.

G). Inspection: Solid Waste staff will inspect the site periodically during normal business operations, without prior notice, to ensure operations are in conformance with this Agreement and 62-709, F.A.C.

EQUIPMENT

A). Emergency Back-up: The vendor will have access to and furnish back-up equipment necessary to continue processing operations in accordance with this Agreement and 62-709, F.A.C. within 72 hours of equipment breakdown. The vendor will be responsible for all costs incurred as a result of equipment breakdown, including the rental of any back-up equipment.

B). Normal and Emergency Operating Hours/Site Access/Security

Normal Hours of Operation: All work will be performed during regular Waste to Energy Facility operating hours. Excluding holidays, regular operating hours are 6:30 a.m. to 6:00 p.m., Monday through Wednesday, 6:30 a.m. to 5:00 p.m., Thursday and Friday, and 6:30 a.m. to noon on Saturday. The County reserves the right to adjust, change, or amend its hours of operation. The Vendor may be allowed to operate outside of regular operating hours only with consent from the Director of Solid Waste Division.

Access: The Vendor will arrange for access to County property with the Director of the Lee County Solid Waste Division.

Security: The Vendor will be responsible for security of its equipment and the County will in no way be responsible for vandalism or theft of the Vendor's equipment located at the site.

Preventative Maintenance and Repair: The Vendor is responsible for all repair and maintenance of his equipment. The vendor will perform preventative maintenance on his equipment to ensure operations are in conformance with this Agreement. Frequent equipment breakdown that results in irregular or non-performance under this Agreement is cause for the County to assess administrative charges and/or terminate this Agreement.

TRAFFIC CONTROL

Signage: The vendor will provide signage for the specific horticultural processing operational area as required by 62-709, F.A.C. At a minimum this includes the name of the operating authority, contact person and telephone number in case of emergency.

Interference with Other Traffic: The vendor will ensure and provide adequate traffic control to and from the horticulture processing site to prevent interference with other operations on adjacent county property. Traffic control will include any measures necessary to protect the general public using the County's facilities from any safety hazards arising from the processing operation.

FIRE PROTECTION ACCESS

The vendor will provide fire protection and control in order to prevent and contain accidental burning of solid waste, including:

The vendor will maintain a minimum 20-foot wide all-weather access road around the perimeter of the site.

The vendor will maintain minimum 15-foot wide interior access lanes.

The vendor will maintain the site so that no part of the area that is occupied by processed or unprocessed material will be more than 50 feet from access by motorized firefighting equipment.

EMERGENCY PREAREDNESS

The vendor will develop an emergency preparedness and operations plan to guide operations during emergencies such as approaching hurricanes, tropical storms, or other emergencies such as fire, fuel spills, receipt of hazardous wastes, etc.

Emergency Contacts: The vendor will provide the County with a list of emergency contacts, including telephone numbers that will allow for contact 24 hours, 7 days per week.

SANITARY FACILITIES

Sanitary Facilities: Designated portable sanitary facilities are available on site for the use of the vendor's personnel. The vendor may furnish additional facilities at his expense if so desired.

LITTER, DUST, ODOR AND VECTOR CONTROL

Litter Control: The vendor will employ all means necessary to control litter, especially from plastic bags and other non-horticultural wastes that enter the site.

Dust Control: The vendor will employ means to control dust on the site and will make any necessary arrangements with the Director of the Lee County Solid Waste Division if the vendor wishes to utilize County water supply facilities.

Odor Control: The vendor will employ means to control objectionable odors in accordance with 62-296.320(2), F.A.C.

Vector Control: The vendor will control on-site vectors as necessary to prevent nuisance and unsanitary conditions.

EXHIBIT B

Date: April 15, 2013

COMPENSATION AND METHOD OF PAYMENT

For Yard Waste Grinding and Processing Services, B-130220

Section 1. BASIC SERVICES/TASK(S)

The COUNTY shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the PROVIDER should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	Cost to grind and process yard waste and land clearing materials at the County's site to a specification of 5" minus mulch	\$1.89/cy	NTE	WIPP
	Cost to grind and process yard waste and land clearing materials at the County's site to a specification of 2" minus mulch	\$1.89/cy	NTE	WIPP
	Administrative fee paid to County by Provider Per Occurrence; and as determined by the County shall not exceed:	\$1,500.00	LS	WIPP
	Payment by the County will be based on volume of material (before processing) measured and agreed upon by County and the Vendor Representatives prior to each grinding event.			
TOTAL (Unless list is continued on next page)				

CMO:033
09/25/01

EXHIBIT C

Date: April 15, 2013

TIME AND SCHEDULE OF PERFORMANCE

for Yard Waste Grinding and Processing Services, B-130220

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 6.00 of this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	This contract will be for a period of one year with the option of renewal for 4 additional 12-month periods.		

EXHIBIT D

Date: April 15, 2013

PROVIDER'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

for Yard Waste Grinding and Processing Services, B-130220

PROVIDER has identified the following SubContractor(s) which may be engaged to assist the PROVIDER in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise. (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
	None					

CMO:035
09/25/01

EXHIBIT E

Date: April 15, 2013

PROJECT GUIDELINES AND CRITERIA

for Yard Waste Grinding and Processing Services, B-130220

The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the PROVIDER in performing the professional services and work to be provided pursuant to this Agreement:

(If none, enter the word "none" in the space below)

Item No. 1

The Provider shall complete and submit a Performance and Payment Bond in the amount of \$100,000 within seven (7) calendar days from the date of written Notice to Proceed. A surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida is required from the Provider. This shall insure the faithful performance of the obligations imposed by this Agreement and protect the County from lawsuits for non-payment of debts incurred during the Provider's performance under this Agreement. A clean Irrevocable Letter of Credit may be accepted by the County in lieu of the Performance Bond. Only the form provided with the RFP documents will be accepted.

Item No. 2

Provide a list of emergency contacts to the Lee County Solid Waste Division at least one week prior to the start of operations.

Item No. 3

Billing:

Prior to the start of each processing event the County and Provider shall agree as to the volume and identification of each stockpiled windrow on site. Provider shall invoice the County with a single invoice statement for each grinding event only upon satisfactory completion of each grinding event. The invoice statement shall identify the processed windrows, windrow volume, processing specification and processing rate.

The County may assess an administrative charge to the Provider of up to \$1,500.00 per occurrence for any action or omission by the Provider, its employees or subcontractors that is not in accordance with this Scope of Services of the County's policies for safety, traffic control, vehicle speed, vehicle access, etc. at the County's Facility. Any administrative charge may be assessed by withholding such amount from any payment to the Provider that may be due.

EXHIBIT F

Date: April 15, 2013

AMENDMENT TO ARTICLES

For: Yard Waste Grinding and Processing Services, B-130220

For amending (i.e., changing, deleting from or adding to) the articles.

NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

1. Delete paragraph 2.6 in its entirety
2. Reference paragraph 5.02: Replace the words "Exhibit C" at each occurrence with "Exhibits "A" and "C". Delete the words "entitled schedule of performance".
3. Reference paragraph 5.04: Add "or levy an administrative fee as set forth in Exhibit B", after the word "dispute".
4. Delete Section 2 and Section 3 of Exhibit B.
5. Delete Attachment No. 1 to Exhibit B.
6. Delete Attachment No. 2 to Exhibit B.

CMO:
09/25/01



BELCO-2 OP ID: ED

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
04/15/13

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

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

PRODUCER GHG Insurance A Division of Sihle Ins Group 751 Oak St. Suite 100 Jacksonville, FL 32204 Tim Gaskin	904-421-8600 904-421-8601	CONTACT NAME: Edra Waller PHONE (A/C, No, Ext): 904-421-8612 E-MAIL: ewaller@ghgins.com ADDRESS: ewaller@ghgins.com	FAX (A/C, No): 904-421-8601
INSURED Belcorp Inc. 11530 Philips Highway Jacksonville, FL 32256		INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance Co 22292 INSURER B: Bridgefield Employers Ins Co. 10701 INSURER C: Mid Continent Casualty Co 23418 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2

REVISION NUMBER: 1

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY		04GL000872424	03/26/13	03/26/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
A	AUTOMOBILE LIABILITY		AZJ5229179	03/26/13	03/26/14	PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				\$
	DED	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		0830416380	03/30/13	03/30/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Hired Auto Comp.		AZJ5229179	03/26/13	03/26/14	
A	Hired Auto Coll		AZJ5229179	03/23/13	03/23/14	

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

With respect to General Liability, Lee County Board of County Commissioners, its officers and employees are included as Additional Insured per form ML 1081 (06/08).

CERTIFICATE HOLDER

LEECOU5

Lee County
Board of County Commissioners
P O 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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/20/2013

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

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

PRODUCER

riffin, Smalley and Wilkerson, Inc.
7000 Grand River Avenue
O Box 2999
armington Hills MI 48333-2999.

SURED

roLine Services LLC
8610 Van Dyke

ashington MI 48094

CONTACT NAME: Angela Mayes

PHONE (A/C No. Ext.): (248) 471-0970

FAX (A/C No.): (248) 471-0541

E-MAIL ADDRESS: amayes@gswins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2012-2013

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL. INSURER	SUBR. VWD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY						
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			DTCO4018M941	7/21/2012	7/21/2013	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						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
GEN'L AGGREGATE LIMIT APPLIES PER:						
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. <input type="checkbox"/> LOC						
AUTOMOBILE LIABILITY						
<input checked="" type="checkbox"/> ANY AUTO						
<input type="checkbox"/> ALL OWNED AUTOS			DT810338G1872	7/21/2012	7/21/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						Uninsured motorist combined \$ 1,000,000
<input checked="" type="checkbox"/> UMBRELLA LIAB						
<input checked="" type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$ 2,000,000
						AGGREGATE \$ 2,000,000
DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000			CUP4018M941	7/21/2012	7/21/2013	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		DTAUB4018M94	7/21/2012	7/21/2013	<input checked="" type="checkbox"/> WC STATL. TORY LIMITS <input type="checkbox"/> OTH. ER
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

E: Yard Waste Grinding and Processing Services - Project No. B-130220

Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are shown as additional insured with respects to General Liability, including products and Completed Operations as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

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

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

Mark Provo/AMAY

CORD 25 (2010/05)

ISO25 (201005).01

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Additional Named Insureds	
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Other Named Insureds	
----------------------	--

Line View Mining & Development LLC #38-3538411

limited liability company

ProLime Corporation #38-2909854 C

operation