

PREMIER FACILITY MANAGEMENT

"A Global Link to Environmentally Sound Programs"

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Re: Contract / Proposal for Comprehensive Waste Management Plan

Pursuant to Premier Facility Management Corp. ("PFM") calculating a comprehensive savings analysis, we are pleased to submit herewith our proposal/contractual agreement for services to be provided by/performed by Premier Facility Management at each individual property as follows:

PROPERTIES:

The scope of work, terms, and conditions of this proposal are as follows:

SCOPE OF WORK

Work at this facility will be completed in five stages:

- < **Stage I:** A review of each facilities current material processing procedures. PFM will audit the material generated, review current waste disposal and recycling practices and work with the design of each facility location to maximize the amount of recyclable material recovered from the waste stream. Careful review of monthly ledgers pertaining to the same. Format a baseline to be used as a variable starting point for savings measurement tool.
- < **Stage II:** Review the current equipment, compactors and/or container frequency, service and sizes based on actual volume derived from certified scale slips and annual state reporting profiles. PFM will recommend and prepare specifications for proper waste and recycling collection receptacles, including the proper citing of said containers. Suggest and/or implement changes or upgrades at each facility and specified locations to fit the logistics of current and future business profiles.
- < **Stage III:** PFM will prepare bid specifications for the removal of current waste and recycling collection services. Using current BIC regulations PFM will review bids obtained by a competitive bid process and make recommendations for awarding of service. Only haulers/processors and recyclers who are licensed by the BIC and appropriate state & local regulatory agencies, and act according to all applicable local and state rules and regulations will be considered for contract awards. Contracts will be reviewed and approved by program process. Premier will handle all materials generated by the client, including but not limited to office desk recycling, co-mingled and lunch room waste and recycling, production materials, and All material to be handled through the PFM program.
- < **Stage IV:** Comprehensive full source reduction/recycling Waste Management Program that will reduce removal costs monthly. Implementation of PFM Waste Management Plan, assisting each location and/or facility in the region. Awarding and review of contracts under BIC regulations for service at each facility location. Additionally, review of equipment for upgrades necessary to improve volume per incident removed, or rebate realized, at times this requires upgrade of equipment for optional rental or lease programs. PFM will provide all necessary procedural paperwork for staff members, in multiple languages if required or requested.
- < **Stage V:** PFM will coordinate and monitor all invoicing and material markets. Rebates due back each facility will be coordinated within the program constraints. Suggest and coordinate the purchase of upgraded equipment, and or upgrades to existing equipment. Maintain analysis spreadsheets on a monthly and quarterly basis for each location.
- < **Stage VI:** PFM will coordinate and rent or lease necessary equipment to mate with program

PROJECT COSTS:

1. PFM will review all invoices from hauler/processors/disposal site according to the program designed in conjunction with the waste audit. PFM will invoice each regional facility individually, or as requested.

- * The generator working with PFM will choose the best option for invoicing to suit that facility.
- * PFM will have available a maintenance program to monitor the program, once the contract agreement Plan date is completed.
- * PFM will have available other services such as:
 - Pre-Salvage – Interior Demolition
 - Liquidation Waste Programs
 - E-Waste Service
 - Zero Waste Initiatives
 - 501-C – Material / Product Charity Donations

Note: Should any of the facilities be sold or ownership transferred, this contract will automatically transfer. The individual facility must notify Premier facility management Corp. in writing via certified mail or Overnight Delivery upon the following occurrences:

- 1) Sale of the property
- 2) Transfer of property ownership
- 3) Bankruptcy or other financial hardship.

Should any of the facilities, as shown on page -1- of the contract, be sold during the period of the contractual agreement to another privately held or Public company, the liquidated damages clause of the contract cancellation will become effective. All properties will be analyzed from spreadsheets calculating the average savings realized in accordance with the information prepared by Premier facility management monthly for each property, and carry such average for the time remaining in the contract. Said payment for liquidated damages will be due and payable within fifteen (15) days of contractual discontinuance.

CONTRACT CANCELLATION:

The contract may be canceled for any reason whatsoever with a thirty (30) days written notice sent to Premier facility management (PFM) sent by Certified Mail or Overnight Delivery if any of the following should occur:

The service and/or equipment provided by the Hauler/Processor recommended by PFM is inferior to the service/equipment provided by a prior contractor, provided, however, that in case the service location deems the service/equipment provided by PFM suggested contractors to be inferior, that facility location must notify PFM of any such deficiencies, and PFM will be afforded a thirty (30) day period in which to correct or cure any said deficiencies. Such deficient service/equipment is deemed to be instances of missing pick-ups by the Hauler/Processor, the supplying of deficient or damaged equipment, and similar circumstances. In any such occurrence, and if the situation remains not corrected or cured after that facility location notices PFM, they may cancel this property contract.

In case the contents of the two foregoing paragraphs are not applicable, the contract may be canceled upon a ninety (90) day written notice to PFM, sent by certified mail or Overnight Delivery for any reason. In the event of any such cancellation of the contract to any of the service locations, the client shall pay liquidated damages to PFM equal to the remaining contract agreement for the term of the contract. In order to determine such, multiply the months remaining by the monthly stabilized or average cost per month. Payment to PFM is due within fifteen (15) days of the effective day of cancellation. At any time during the term of this contract, individual information per service location may be provided to the client within ten (10) days of a notice request.

ACKNOWLEDGED and ACCEPTED:

Company: _____

Sign: _____ Dated: _____

Premier Facility Management

Sign: _____ Dated: _____

SAFETY AND INSURANCE:

OSHA- required safety equipment will be worn by representatives of Premier facility management Corp. during performance of any waste audit where required, and Premier facility management Corp. will take every care and precaution in maintaining sanitary standards in the handling of each facility's waste stream. All BIC regulations will be followed throughout the review and study of the customer's current and future services.

Premier facility management Corp. shall carry, at its own expense, during the waste audit, the following minimum insurance coverage: (a) Workers Compensation: Statutory; (b) Employers Liability and General Liability: \$1,000,000 each occurrence/aggregate. Premier facility management Corp. shall furnish copies of said insurance coverage upon request.

The work performed pursuant to this proposal will be undertaken in a professional manner according to prevailing industry standards. Upon signing of this proposal/contract, Premier facility management Corp. will work with each facility to formulate an indemnification agreement that is mutually acceptable to both parties.