

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20051266

1. ACTION REQUESTED/PURPOSE:

Approve Change Order No. 2 to Contract No. 2766 (RFP-00-09) for Household Chemical Waste Collection and Disposal Services, to EQ of Florida, Inc. that extends the contract period for two (2) additional years and reduces disposal costs of certain items.

2. WHAT ACTION ACCOMPLISHES: Provides continued services for the collection and disposal of these specialty items at a competitive price and with a proven, competent Service Provider.

3. MANAGEMENT RECOMMENDATION: Staff recommends approval of the requested motion.

4. Departmental Category: 8 C8C		5. Meeting Date: 07-20-2005
6. Agenda:	7. Requirement/Purpose: (specify)	8. Request Initiated:
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Statute	Commissioner _____
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance	Department Public Works
<input type="checkbox"/> Appeals	<input checked="" type="checkbox"/> Admin. Code AC 4-4	Division Solid Waste
<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Other	By: Lindsey J. Sampson
<input type="checkbox"/> Walk-On		

9. Background:

A Service Provider Agreement between Lee County and EQ of Florida, Inc. (formerly known as US Liquids of Florida) was entered on September 26, 2000. EQ of Florida, Inc. provides contract services for the identifications, packaging, shipping and disposal of Household Chemical Waste derived from the Lee County sponsored "Household Chemical Waste Collection Days". This program is open to all household residents of Lee County is conducted six (6) times a year. In addition, EQ of Florida, Inc. provides hazardous waste collection, transportation and disposal services to Conditionally Exempt Small Quantity Generators (CESQG's) less than 100 kg per month, and Small Quantity Generators (SQG's). This Contract was entered into for the period of three (3) years the two (2) additional one (1) year extension periods have been exercised.

This Change Order is for the extension of the contract for two (2) years. Although certain disposal costs are reduced, the cost for mobilization at each event increases. The Division's analysis indicates that the pricing adjustments are neutral to slightly reduced. The amount of expenditures estimated for this work is approximately \$375,000.00 per year.

Funds are budgeted and available.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>Jamille 9-6-05</i>	<i>Lindsey 9-6-05</i>				<i>R/S 9/6/05</i>		<i>R/S 9/6/05</i>	<i>J/S 9/8/05</i>	<i>Jamille 9-6-05</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN: *[Signature]*

7-1-05

HIL

COUNTY ADMIN
FORWARDED TO: *[Signature]*

7-1-05

CO. ATTY.

FORWARDED TO:
Adm. D.

9-6-05

LEE COUNTY SERVICE PROVIDER AGREEMENT
SUPPLEMENTAL AGREEMENT/CHANGE ORDER

Supplemental Agreement
X Change Order

No: 2

CONTRACT/PROJECT NAME: _____
PROVIDER: EQ of Florida, Inc. PROJECT NO.: _____
CONTRACT NO.: 2766 CN NO.: RFP 00-09
REQUESTED BY: Solid Waste Div., Lee Co. DATE OF REQUEST: 9/1/05

Upon the completion and execution of this Supplemental Agreement or Change Order by both parties the Consultant is authorized to and shall proceed with the following:

EXHIBIT "S/COA-A": SCOPE OF PROFESSIONAL SERVICE: DATED: 9/1/05
EXHIBIT "S/COA-B": COMPENSATION & METHOD OF PAYMENT: DATED: 9/1/05
EXHIBIT "S/COA-C" TIME & SCHEDULE OF PERFORMANCE DATED: 9/1/05

All of which are attached hereto and are made a part of this Supplemental Agreement or Change Order.

It is understood and agreed that the acceptance of this modification by the CONSULTANT constitutes an accord and satisfaction.

RECOMMENDED:

By: *Lyndy J. Simpson*
Department Director Date

By: _____
Dept. of Public Works Date

ACCEPTED:

By: _____
Provider

Date Accepted: _____

Corporate Seal

APPROVED:

By: _____
Chairman
BOARD OF COUNTY COMMISSIONERS
Date Approved: _____

By: _____
County Attorney's Office

Date Approved: _____

_____ SUPPLEMENTAL AGREEMENT No. _____ (Continued)

or
X CHANGE ORDER AGREEMENT No. 2 (Continued)

EXHIBIT "S/COA-A"

Date: 9/1/05

SCOPE OF PROFESSIONAL SERVICES

for Household Chemical Waste Collection and Disposal Services

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(Enter Project Name from Page 1 of the Supplemental Agreement or Change Order Agreement)

SECTION 1.00 SUPPLEMENT(S) TO, OR CHANGE(S) TO SERVICES

The "Scope of Professional Services" as set forth in Exhibit "A" of the Professional Services Agreement, or Service Provider Agreement, referred to hereinbefore is hereby supplemented, or changed, so that the CONSULTANT, or SERVICE PROVIDER, shall provide and perform the following professional services, tasks, or work as a supplement to, or change to, the scope of services previously agreed to and authorized:

(List each previously established phase or task to be supplemented, or changed, and provide a comprehensive description of the services, tasks, or work resulting from the Supplement(s) or Change(s).)

No Change to the original Scope of Services

_____ SUPPLEMENTAL AGREEMENT No. _____ (Continued)

or

X CHANGE ORDER AGREEMENT No. 2 (Continued)

EXHIBIT "S/COA-B"

Date: 9/1/05

COMPENSATION AND METHOD OF PAYMENT

Household Chemical Waste Collection and Disposal Services

(Enter Project Name from Page 1 of the
Supplemental Agreement or Change Order Agreement)

SECTION 1.00 CHANGE(S) IN COMPENSATION

The compensation the CONSULTANT, or SERVICE PROVIDER, shall be entitled to receive for providing and performing the supplemented, or changed services, tasks, or work as set forth and enumerated in the Scope of Services set forth in this SUPPLEMENTAL AGREEMENT, or CHANGE ORDER AGREEMENT, Exhibit "S/COA-A", attached hereto shall be as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "S/COA-A". In accordance with Professional Services Agreement Article 5.03 (2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Cost for Services including identification, packaging, shipping and disposal of Household Hazardous Waste Collections for the unit prices listed on the 'Original' Cost Proposal Schedules and Cost Proposal Evaluation Sheets in accordance with the 'Original' Agreement, with the exception of the items shown on the following page (B2 of B3).

Task Number	Task Title	(Revised Items) Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	Setup (Mobilization and Demobilization) per Household Event	\$15,000.00	LS	
	Corrosive Liquid, Basic or Acidic, 55 Gal.	\$150	NTE	
	Oxidizers, Liquids Labpack, 5 Gal / 30 Gal	\$75 / \$175	NTE	
	Mercury Devices, Labpack, 5 Gal	\$15	NTE	
	Corrosive Solids, Acidic or Basic, 55 Gal.	\$150	NTE	
	Organic Peroxide, 5 Gal.	\$75	NTE	
	Hydroflouric Acid, 5 Gal	\$75	NTE	
	PCB's, 5 Gal	\$2.50	NTE	
	Flammable Liq., Corrosive, 5 Gal.	\$75	NTE	
	Corrosive Solids, Acidic or Basic, 30 Gal.	\$90	NTE	
	Self-Heating Solids, Labpack 5 Gal.	\$10	NTE	
	Oxidizing Liquids, Corrosive, 5 gal.	\$80	NTE	
	Na-Hydrosulfite, 5 Gal	\$10	NTE	
	Cyanides Labpack 30 Gal	\$10	NTE	
	30 Gal. Drums	\$20		
TOTAL (Unless list is continued on next page)		N/A	NTE	WIPP

_____ SUPPLEMENTAL AGREEMENT No. _____ (Continued)

or

CHANGE ORDER AGREEMENT No. 2 (Continued)

EXHIBIT "S/COA-B"

Date: 9/1/05

SECTION 2.00 SUMMARY OF CHANGE (S) IN COMPENSATION

Pursuant to and in consideration of the change (s) in the Scope of Professional Services set forth in the SUPPLEMENTAL AGREEMENT, or CHANGE ORDER AGREEMENT, Exhibit "S/COA-A", the compensation the COUNTY has previously agreed to pay to the CONSULTANT, or SERVICE PROVIDER, as set forth in Exhibit "B" of the Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation In the Basic Agreement	Adjustment(s) By Previous Supplemental Agreement Nos. <u>1</u> or Change Order Nos. <u>1</u>	Adjustment(s) due to this Supplemental Agreement No. _____ or Change Order No. <u>2</u>	Summary Of Changed Compensation
Agrmt.	All Scope	\$257,724.20			\$257,724.20
CO No. 1	All Scope	\$257,724.20		\$117,275.80	\$375,000.00
CO No. 2	All Scope	\$257,724.20	\$117,275.80	0	\$375,000.00
Note: Total Compensation is 'Estimate Only'. Compensation is based on unit prices.					
TOTAL		\$257,724.20	\$117,275.80	\$0	\$375,000.00

_____ SUPPLEMENTAL AGREEMENT No. _____ (Continued)

or

CHANGE ORDER AGREEMENT No. 2 (Continued)

EXHIBIT "S/COA-C"

Date: 9/1/05

TIME AND SCHEDULE OF PERFORMANCE

for Household Chemical Waste Collection and Disposal Services

(Enter Project Name from Page 1 of the
Supplemental Agreement or Change Order Agreement)

SECTION 1.00 CHANGES FOR THIS SUPPLEMENTAL AGREEMENT, OR CHANGE ORDER AGREEMENT

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks, or work set forth in this SUPPLEMENTAL AGREEMENT, or CHANGE ORDER AGREEMENT, Exhibit "S/COA-A", entitled "Scope of Professional Services" attached hereto is as follows:

Extend the Agreement Term an additional two (2) years from September 30, 2005 to September 30, 2007.