

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

BLUE SHEET NO: 20021354-DSW

**1. REQUESTED MOTION:**

**ACTION REQUESTED:**

Approve Change Order No. 5 to the Service Provider Agreement with FCR, Inc. (Lee Contract #462) which extends the recycling facility Operations & Maintenance Agreement for five years and provides additional guaranteed revenue, during periods of low (price) commodity markets, of approximately \$125,000 per year to the County.

**WHY ACTION IS NECESSARY:**

Board approval requested for a contract change that will increase the current contract's term.

**WHAT ACTION ACCOMPLISHES:**

This Change Order will extend the term of services by the contract operator for the recycling facility and provide additional guaranteed revenue during periods of low commodity prices.

**2. DEPARTMENTAL CATEGORY:** 8 - SOLID WASTE  
**COMMISSION DISTRICT #:** CW

C8A

**3. MEETING DATE:** 12-03-2002

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**

- (Specify)
- STATUTE
  - ORDINANCE
  - ADMIN. CODE
  - OTHER SPA Change Order

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER:
- B. DEPARTMENT: Public Works
- C. DIVISION/SECTION: Solid Waste
- BY: Lindsey Sampson, Solid Waste Director

DATE: 11/20/02  
*Lindsey Sampson*

**7. BACKGROUND:**

Lee County has received steady revenues from the sale of recycled material collected from the residential curbside collection program. FCR began as the MRF (Material Recycling Facility) contract operator in October, 1994, and is responsible for all operations, maintenance and marketing. FCR has performed well as a partner with the County and has been very successful in providing good markets and revenue for the County's recycling materials.

During the past 12 months, the County has received approx. \$520,000.00 in revenue from FCR's marketing of the recyclables, and the County has remitted approximately 35% of this amount to the Municipalities. FCR also provides fixed payment to the County for use/repair of the facility and for the electrical system operation and maintenance.

This Change Order #5 increases the guaranteed payment, per ton, for all commodities delivered by the County and reduces the high side market revenue split from 80%/20% to 70%/30%, County/FCR, respectively. This assures the County of additional revenue during low commodity markets and still provides the County a majority of the excess revenue during high commodity markets.

**8. MANAGEMENT RECOMMENDATIONS:** Approve Change Order No. 5 to the FCR, Inc. Service Provider Agreement

**9. RECOMMENDED APPROVAL**

DEPARTMENT DIRECTOR	PURCHASING	HUMAN RES.	County Administration				OTHER	COUNTY ATTORNEY	COUNTY MANAGER
			OA	OM	Risk	GC			
<i>[Signature]</i> DATE: 11-20-02	<i>[Signature]</i> N/A		<i>[Signature]</i> 11-20-02	<i>[Signature]</i> 11/21/02	<i>[Signature]</i> 11/21/02	<i>[Signature]</i> 11-21-02	<i>[Signature]</i> 11/20/02	<i>[Signature]</i> 11-20-02	

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY COUNTY ADMIN. PM  
11-20-02  
(1:45)  
COUNTY ADMIN.  
FORWARDED TO:  
11/21 12:00

Rec. by CoAtty  
Date: 11/20/02  
Time: 11:27 am  
Forwarded To:  
Budget  
11/20/02 11:45 am

LEE COUNTY PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT  
CHANGE ORDER/SUPPLEMENTAL TASK AUTHORIZATION

Change Order  
 Supplemental Task Authorization

NO.: 5

(A Change Order or Supplemental Task Authorization Requires Approval by the Department Director for Expenditures Under \$25,000 or Approval by the County Manager for Expenditures Between \$25,000 and \$50,000 or Approval by the Board of County Commissioners for Expenditures over \$50,000)

CONTRACT/PROJECT NAME: Lee County Recycling Facility (MRF) Operations, Marketing & Maintenance

CONSULTANT: FCR, Inc. PROJECT NO.: \_\_\_\_\_

SOLICIT NO.: RFP 94-02 CONTRACT NO.: 462 ACCOUNT NO.: \_\_\_\_\_

REQUESTED BY: FCR DATE OF REQUEST: September, 2002

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

- EXHIBIT "CO/STA-A: SCOPE OF PROFESSIONAL SERVICE: DATED: 11/19/02  
EXHIBIT "CO/STA-B: COMPENSATION & METHOD OF PAYMENT: DATED: 11/19/02  
EXHIBIT "CO/STA-C: TIME AND SCHEDULE OF PERFORMANCE: DATED: 11/19/02  
EXHIBIT "CO/STA-D: CONSULTANT'S/PROVIDERS ASSOCIATED  
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: n/a  
EXHIBIT "CO/STA-E: PROJECT GUIDELINES AND CRITERIA: DATED: n/a

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

RECOMMENDED:

By: [Signature] 11/20/02  
Department Director Date

By: [Signature] 11/20/02  
Contracts Mgmt Date

APPROVED:

By: \_\_\_\_\_  
\*County Attorney's Office Date

\*County Attorney signature needed  
for over Board level expenditures only.

ACCEPTED:

By: \_\_\_\_\_  
Consultant/Provider

Date Accepted: \_\_\_\_\_

Corporate Seal

COUNTY APPROVAL:

By: \_\_\_\_\_  
Department Director  
(Under \$25,000)  
Date Approved: \_\_\_\_\_

By: \_\_\_\_\_  
County Manager (Between  
(\$25,000 and under \$50,000)  
Date Approved: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman  
Board of County Commissioners  
Date Approved: \_\_\_\_\_

\_\_\_\_\_ SUPPLEMENTAL AGREEMENT No. \_\_\_\_\_ (Continued)  
or  
X CHANGE ORDER AGREEMENT No. 5 (Continued)

DRAFT

EXHIBIT "S/COA-A"

Date: 11/19/02

SCOPE OF SERVICES FOR  
OPERATION, MAINTENANCE AND MARKETING FOR THE LEE COUNTY RECOVERED  
MATERIALS FACILITY.

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

The "Scope of 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:

1. All conditions and responsibilities related to the operation and maintenance of equipment and facilities (excepting items warranted to the County by others) at the MRF will apply. All conditions and responsibilities of the current Service Provider Agreement (as amended) will remain the same with the exception of the following items.
2. ONP may be fixed at a market price of \$70.00 per ton for the term of the Agreement and for the purpose of calculating the ACR, ONP price will not be less than \$70.00 per ton.
3. OCC shall have a floor price of \$45.00 per ton for the term of the Agreement. Market price shall be High Side Yellow Sheet #11, SE, at a minimum.
4. PET to have a floor price of \$200.00 per ton through December 31, 2004.
5. FCR to continue to pay Lee's published disposal fee for residue generated by FCR's spot market materials (e.g. Hillsborough Co. Material), electric service equipment fee, facility use/replacement fee, utilities, etc.
6. FCR will sort and market 'office paper' as a separate commodity on an ongoing and routine basis. FCR will provide sufficient sorters (employees) on all sort lines to continually assure the best reasonable quantity and quality of each sorted commodity.

7. All other commodities' market prices (not shown above) will be established monthly based on FCR's best marketing efforts and will be no less than the indices established in the existing Agreement.
8. FCR will load pallets of obsolete electronic equipment onto the County's designated transport trucks at the facility's loading dock as necessary.
9. FCR will not take title to the County's obsolete electronic equipment and any problems that may arise from "hazardous materials" as a result of this electronic equipment in the recycling facility will be the responsibility of the County.
10. FCR will accept recyclables at the facility during all hours that the scale house is open, up to 61 hours per week, when requested by the County. Current schedule is 6:30 AM to 6:00 PM M-W, 6:30 AM to 5:00 PM H-F, and 6:30 AM to Noon on Sat.
11. Lee County will provide the 'land-line' phone system and service for FCR business use without charge to FCR.

Date: 8/28/01

COMPENSATION AND METHOD OF PAYMENT For  
OPERATION, MAINTENANCE AND MARKETING FOR THE LEE COUNTY RECOVERED  
MATERIALS FACILITY.

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

SECTION 1.00 CHANGE(S) IN COMPENSATION

The compensation the COUNTY, 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 COUNTY should be established and set forth below for each task or sub-task described and authorized in Exhibit "S/COA-A".

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1	When the ACR is less than or equal to \$55.20/ton payment to Lee County for material shall be:	\$10.00 per ton delivered, to MRF effective 1/01/03, to the County	LS	WIPP
2	When the ACR is greater than \$55.20/ton payment to Lee County for material shall be:	\$10.00 per ton delivered to MRF plus 70% of the difference between the ACR and \$55.20 (effective 1/01/03), to the County	LS	WIPP
3	Single material loads requiring or not requiring sorting.	No additional charges to the County		
4	Mixed commercial loads consisting of acceptable fibers or acceptable comingle materials	No additional charges to the County		

Date: 11/19/02

COMPENSATION AND METHOD OF PAYMENT For  
OPERATION, MAINTENANCE AND MARKETING FOR THE LEE COUNTY RECOVERED  
MATERIALS FACILITY.

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

SECTION 1.00 CHANGE(S) IN COMPENSATION

The compensation the COUNTY, 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 COUNTY should be established and set forth below for each task or sub-task described and authorized in Exhibit "S/COA-A".

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
5	Processing fee for contaminated loads paid to FCR	\$20.00 per ton	LS	WIPP
6	Payment to the County for recycling facility use, major repairs & replacement	\$18,990.00 per month	LS	WIPP
7	Payment to the County for electrical service equipment and its maintenance	\$3,500.00 per month	LS	WIPP

SUPPLEMENTAL (Continued)  
AGREEMENT No.

or

X CHANGE ORDER AGREEMENT No. 5 (Continued)  
EXHIBIT "S/COA-A"

Date 11/19/02

TIME AND SCHEDULE OF PERFORMANCE

for OPERATION, MAINTENANCE AND MARKETING FOR THE LEE COUNTY RECOVERED MATERIALS FACILITY.

(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:

Phase and/or Task Reference As Enumerated in EXHIBIT "S/COA-A"	Name or Title Of Phase and/or 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 For This S.A. or C.O.A.
All Tasks	Operations, Maintenance, and Marketing Services for the Lee County Recovered Materials Processing Facility	Beginning the date approved by the Board of County Commissioners through April 30, 2008	N. A.
Exhibit B	Compensation & Payments	Beginning January 1, 2003 through April 30, <del>2003</del> 2006	