



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

BETWEEN

**LEE COUNTY
("COUNTY")**

AND

**[TO BE DETERMINED]
("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.

Capital Improvement Project: shall mean a County funded pre-approved project that replaces, upgrades or removes from service existing equipment or structures or adds additional equipment or structures to the MRF.

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, 2022, 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 that portion of Materials which are not Recyclables, Program Recyclables, or Contaminated Recyclable Materials.

Contaminated Recyclable Materials shall mean a bin, load or other quantity of Materials where the proportion of Contamination as compared to Program Recyclables exceeds 25% by weight.

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 matters relating to the operation 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.

Marketing shall mean the process of selling and transporting Recovered Materials to Markets.

Markets shall mean those entities which purchase Recovered Materials from MRF's or others for recycling or reuse.

Maintenance Manager shall mean the individual designated in writing by the Contractor to represent it in matters relating to the maintenance and repair of the MRF.

Material(s) shall mean that commingled mixture of Recyclables, Program Recyclables, Contaminants and Solid Waste generated and source separated by residents and commercial establishments, for collection and delivery to the MRF.

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.

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.

Operations and Maintenance Fee (O&M Fee) shall mean a payment due from the County to the Contractor for each ton of Material delivered to the MRF by or on behalf of the County and accepted for processing by the Contractor. The application and payment of this fee is further detailed in ARTICLE 11 of this Agreement.

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 dry, loose Recyclables accepted in the County's curbside residential single stream recycling program contractually committed to be delivered to the MRF. Examples Include: empty aluminum cans, PET bottles with the symbol #1, HDPE plastic bottles with the symbol # 2 (milk, water bottles, detergent, and shampoo bottles, etc.), plastic containers with symbols #3-#7, steel and tin cans, glass food and beverage containers (all colors), newspaper, mail, magazines, glossy inserts, pamphlets and catalogs, uncoated paperboard (cereal boxes, food and sack boxes), printing, writing, and office paper (not shredded), old corrugated containers/cardboard, and phone books.

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 scraps, 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.

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, 2022 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, 2022; 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. The Contractor's Facility and Maintenance Manager shall be onsite at least sixty (60) Days prior to the Commencement Date. 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, 2027.

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. The County will plan, budget, and implement such activities in coordination with the contractor, as defined in Article 7. 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. A shared conference and educational room are also available and shall be scheduled for use between the County and Contractor. The Contractor is solely responsible for the maintenance of, and assumes full responsibility for, its employees' use of the offices, conference and educational room.

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, the County may, at its sole discretion, 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 4.17 In addition, the Contractor's maintenance and repair records may be audited by the third party, at the County's request. The Contractor agrees to fully cooperate with the third party auditor and provide all requested records, as defined in Article 9.

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. The 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

Contractor shall be responsible for providing all materials, services, and labor required for operating, maintaining, and marketing materials for the County's MRF. 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 during the term of this Agreement.

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 Materials 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 publicly-owned County Equipment according to the Original Equipment Manufacturer (OEM) industry, and MRF ANSI-safety standards to conform with its Required Turn Back Condition, ordinary wear and tear excepted; and
- Maintain publicly-owned County 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 and Maintenance Manager

A full-time Facility and Maintenance Manager shall be appointed by the Contractor with written 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 and Maintenance Manager shall not be unreasonably withheld. The Facility and Maintenance 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 or Maintenance Manager or both. In addition to the Facility and Maintenance Manager, MRF supervisory 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) to be 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 all key 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: Detailed hiring plan for full-time and temporary employees. Organizational chart, job descriptions for each position, staffing requirements for all positions, including temporary labor;
 - d. Health and Safety Procedures: Onboarding safety training requirements and procedures for all employees, including temporary labor, which demonstrates 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 Materials 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.
 - 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 4.17; 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

- 4.5.1. 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. The contingency plan shall include proof of agreements for rental of Rolling Stock, transfer transportation, Material storage, and back up processing agreements and locations. 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.
- 4.5.2. 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 Contractor 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. Personnel assigned by the Contractor to perform services shall comply with the terms set forth in this Agreement. Contractor shall ensure that its personnel and other agents are fully qualified and capable to perform their assigned duties. Any change or substitution to the Contractor's key personnel must first receive the Contract Administrator's written approval before said changes or substitution can become effective.
- 4.6.2. Contractor shall employ competent supervisors, sorters, 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.
- 4.6.3. 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, industry standards, and best management practices. Contractor shall provide operating and safety training before beginning operation and formal on-the-job training for employees, including all temporary employees, during operations.
- 4.6.4. 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.
- 4.6.5. 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.
- 4.6.6. Contractor agrees that all of its officers, employees and representatives shall be bound by the Standards of Conduct of §112.313, F.S., as it relates to work performed under this Agreement. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the worked performed. The Contractor agrees that all of its officers, employees, and representatives will conduct themselves in a professional and civil manner when communicating with County employees and members of the public.
- 4.6.7. The Contractor agrees to respond to communication from the County within three (3) working days unless a shorter response time is specified by the County.
- 4.6.8. 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

- 4.7.1. 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. Furthermore, the Contractor must notify the County within twenty-four (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. Following any of the above holidays, the MRF shall be open and available to receive Materials the following Saturday from 6:30am to 5:00pm.
- 4.8.3. The Contractor shall be required to operate additional hours or Days as needed to receive collection vehicles, upon the County's request, at no additional charge to the County. Contractor consent may not be unreasonably withheld.
- 4.8.4. 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 Contract Administrator immediately.
- 4.9.4. The maximum time from scale house to exiting the MRF for each vehicle shall be thirty (30) minutes. If delays are caused by uncontrollable 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 Materials and Push-and-Bale Program 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 Contaminated Recyclable Material, as defined herein, 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 information shall be conveyed in a timely fashion and in an agreed-upon format, such that the County can utilize the information to work with the collection hauler

and its citizens to mitigate future Contaminants through its Public Outreach Education Program and enforcement.

4.10. Load Rejection

- 4.10.1. Subject to approval by the County, Contractor shall have the right to reject loads of Materials if Contractor reasonably suspects the load to contain Contaminated Recyclable Material, as defined herein. If Contractor intends to reject a load of Recyclables, Contractor shall comply with the following procedure:
- 4.10.2. 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.
- 4.10.3. The Facility Manager and the Contract Administrator must mutually agree that the load meets the criteria of being Contaminated Recyclable Material, as defined herein.
- 4.10.4. 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.
- 4.10.5. If the Contract Administrator does not concur that the load meets the criteria of being Contaminated Recyclable Material, then Contractor must demonstrate to the County, in a means acceptable to County, and in the presence of the Contract Administrator, that the definition has been met. If the load does not meet the definition of Contaminated Recyclable Material, Contractor shall process the load and compensate the County for the total weight of the load. If the load does meet the definition of Contaminated Recyclable Material, then Contractor may reject the load and County shall transport the load for disposal at no expense to Contractor.
- 4.10.6. 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 Materials 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 of Scrap Metal.

- 4.12.3. Contractor shall provide Push-and-Bale services for source-separated Materials 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 during normal business days from receipt, and within seventy-two (72) hours following delivery on a Saturday. 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) or seventy-two (72) 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, including Mixed Cullet "overs" 3/8 inch or larger in glass size. The "unders," which is Mixed Cullet under 3/8 inch in glass size may be transported to the County landfill at 5500 Church Road, Felda, Florida. The County shall bear all responsibility and cost associated with Marketing Scrap Metal.
 - 4.13.2. 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. Merchant Tonnage
- 4.14.1. The Contractor may accept Merchant Materials providing acceptance of such Materials does not impact Contractor's ability to accept and process the County's Materials in compliance with this Agreement. Merchant Materials shall be subject to the Merchant Fee. Contractor shall notify Contract Administrator of intent to accept Merchant Materials and expected monthly and annual tonnage for approval prior to accepting Merchant Materials. Contract Administrator shall have up to seven (7) Days to review and approve or disapprove of Contractor's proposed acceptance of Merchant Materials. Should Contractor fail to obtain approval from the Contract Administrator prior to receiving Merchant Materials, the County may withdraw Contractor's right to provide Merchant Materials processing services. Should the acceptance of Merchant Materials negatively impact receiving and processing of County Materials in compliance with this Agreement, the County may withdraw Contractor's right to provide Merchant Materials processing services.
- 4.15. Disposition of Recovered Materials
- 4.15.1. 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.
- 4.16. Reject Composition Guaranty
- 4.16.1. The Contractor guarantees the Rejects from the operation of the MRF shall contain primarily Contaminants versus Residuals. The County reserves the right to sample, without notice, the MRF's compactors and other roll-off containers which contain Rejects from the MRF at any time. Should the results of such sampling/audits conducted at the request or by the County,

show levels below the specific limitations, as defined herein, the cost associated with such sampling shall be paid by the Contractor.

- 4.16.2. The Contractor shall perform a Reject sort on a quarterly basis, ("Quarterly Sort") at no additional cost to the County. During performance of the Quarterly Sort or subsequent sorts following a failure to meet the Reject Composition Guarantee, the Contractor shall be solely responsible for all costs, including, but not limited to, Contractor personnel and other costs associated with 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.
 - 4.16.3. The procedure for the Quarterly Sort 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 metal 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.
 - 4.16.4. 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 the 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 the Contractor's expense. The County reserves the right to levy additional administrative charges should the Contractor fail to correct operational issues, which result in failure to satisfy the Reject Composition Guarantee and/or failure to pay the \$250 per day plus interest for failure to pay as defined in this Agreement.
- 4.17. Maintenance
- 4.17.1. Because the MRF Facility is publicly owned, it is of utmost importance to the County that the Facility, including the site, building, and Equipment, receive the highest standard of maintenance. The Contractor understands and accepts that it must meet the maintenance requirements provided for in this Article.
 - 4.17.2. Contractor shall maintain the Facility in a neat and orderly condition to prevent unsanitary conditions from developing and prevent the escape of dust and odors. The Contractor shall keep the MRF grounds free of litter resulting from its activities and responsibilities under this Agreement. The Contractor shall collect litter from the MRF grounds on a daily basis during normal business hours. After hours, the Contractor shall keep all doors closed to the Facility to prevent the escape of litter. Additionally, the Contractor shall be responsible for providing street sweeping services of the MRF grounds to include, the parking lot area, glass loading zone, by pass road surrounding the MRF, and the exit road leaving the MRF.
 - 4.17.3. Contractor shall provide housekeeping on a regular basis with daily attention, as needed. Public access areas, break room, bathrooms, offices, educational and conference room shall

be kept clean and in a sanitary condition. Cobwebs and dust shall be removed from public access area windows and cameras throughout the Facility at a minimum once per week. The MRF building exterior shall be pressure cleaned, no chemical use, 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. The entire building interior shall be blown down once each Contract Year.

- 4.17.4. Contractor shall develop and implement a comprehensive maintenance program for all Equipment and Rolling Stock. The 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.
 - 4.17.5. 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 written business case to the Contractor Administrator for consideration. The Contract Administrator must approve the replacement or acquisition of all new Equipment prior to purchasing and installing such Equipment. All Equipment replacement or retrofit projects shall be conducted as defined Article 7.
 - 4.17.6. 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.
 - 4.17.7. 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, fire extinguishers and fire equipment, first-aid stations and first-aid kits, security, alarm systems, camera systems, and the replacement of all light bulbs throughout the facility. 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.
- 4.18. Health and Safety
- 4.18.1. Contractor shall comply with all Applicable Law, rules, and regulations for the health and safety of employees, including temporary 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.
 - 4.18.2. Contractor shall be responsible for providing employees, including temporary employees, with personal protective equipment as required by Applicable Law. Contractor shall instruct employees, including temporary 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.

- 4.18.3. 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.
- 4.18.4. 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

- 5.1.1. The County shall deliver, or cause to be delivered, to the MRF all Materials 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 Materials. 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.
- 5.1.2. 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, including entrance and exit gate, 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 and be responsible for the associated costs for electricity, water, telecommunications service, grounds/lawn maintenance, and roll-off service for all MRF roll-off containers and compactors.

5.5. Payments

The County shall make payments due to the Contractor per the terms of this Agreement on a monthly basis following receipt of all required reports and invoicing provided by the Contractor.

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, to the extent possible, 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 Effective 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 sixty (60) Days prior to the Commencement Date, the Contractor's designated Facility and Maintenance 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.

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ARTICLE 7. MRF CAPITAL IMPROVEMENT PLANNING

The County shall be responsible for Equipment replacement or modifications, provided that this need is not due to lack of maintenance or repair in accordance with prudent industry practices and the requirements of this Agreement, or is due to improper operation beyond manufacturer warranty conditions. Obsolescence of installed equipment that is not supported by the original equipment manufacturer and where replacement or spare parts are not otherwise available may be considered for replacement when all of the above criteria are met. The Contractor shall participate in Capital Improvement Project (CIP) planning, meetings, and work, as per this section.

The County may, at its sole discretion, infuse capital dollars in the CIP throughout the term of this Agreement and shall have final decision-making authority overall all equipment replacement or upgrades to the MRF.

Contractor agrees to participate in CIP planning and budget meetings with the County and its representatives. Specific CIP are to be proposed by either the County or the Contractor. Contractor will assist the County and its representatives in the preparation of equipment and project specifications and the preparation of business case analysis for each CIP. This includes preparation and issuance of procurement/bid documents, and procurement of the equipment and necessary trades of receipt, installation and acceptance. All project procurement and management activities are subject to approval, in advance by the County. The County will provide payment only for CIP activities and procurements for which it has provided authorization in writing.

It is understood by both parties that the business case and project budget may include changes associated with the Contractor's processing efficiency, staffing, throughput, recovery percentages, the quality or type of Recovered Materials, an increase or reduction of its costs, or other changes which may materially affect or change, including changes to the O&M Plan or O&M fee, will be agreed to in advance by both parties as a condition of proceeding with the CIP.

ARTICLE 8. DISPOSAL

Contractor shall be responsible for collection and dispose costs of all Rejects. The County will provide roll-off services to transport Rejects and Contamination. 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

All compensation shall be based from the monthly invoice, as defined herein, showing all compensation due to the County from the Contractor and all compensation due to the Contractor from the County. The net sum of all compensation due to each party on a monthly basis will be the basis of the actual payment due to one of the parties from the other.

11.1. County Compensation

11.1.1. Facility Fee: Contractor shall pay the County a monthly Facility Fee as identified in Exhibit 1 for use of the publically-owned Facility, which includes electricity and water. The Facility Fee is pre-determined by the County and shall not change during the term of the Agreement unless both parties agree in writing.

11.1.2. Program Recyclables Payment: Each month Contractor shall calculate the AMV for Program Recyclables in accordance with Exhibit 2. The calculated amount due to the County shall be the calculated AMV payment multiplied by the County's percentage share of calculated AMV revenues as shown in Exhibit 1. Revenue share is pre-determined by the County 75/25% split

above the AMV. The County would receive 75% and the Contractor would receive 25% of the Average Market Value.

- 11.1.3. Administrative Charges: Each month, Contractor shall owe the County for any and all administrative charges levied pursuant to Article 12.4
- 11.1.4. Operations and Maintenance Fee: The Contractor shall pay the County on a per ton basis for the inbound single stream program recyclables to be processed in accordance with this Agreement and Exhibit 1.
- 11.1.5. 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.
- 11.1.6. Merchant Tonnage Fee: Per Article 4.14, the Contractor shall pay the County on a per ton basis for the use of the MRF to process Merchant Tons of Materials in accordance with this Agreement and Exhibit 1

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 Facility Fee, O&M Fee, Merchant Tonnage Fee, and P&B 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. 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. 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 Facility Fee and calculated Program Recyclables O&M fee, 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 4.12.4.)	\$100 per Day
Disposal of Recyclables or Recovered Materials. (Article 4.15)	\$1,000 per occurrence plus \$25 per Ton
Failure to properly maintain the MRF building and grounds. (Article 4.17.2-3)	\$100 per Day
Failure to notify Contract Administrator of Facility damage within twenty-four (24) hours of occurrence. (Article 4.17.6.)	\$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:

CONTRACTOR NAME

Signed By: _____

Signed By: __

Print Name: _____

Print Name: .

Title: _____

Date: _____

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS

OF LEE COUNTY, FLORIDA

BY: _____
CHAIR

DATE: _____

ATTEST:CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: _____

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

BY: _____
OFFICE OF THE COUNTY ATTORNEY

DRAFT

EXHIBIT 1: COMPENSATION

Compensation Type	Amounts / Rates
Facility Fee	\$45,000 paid to the County (per month)
Program Recyclables Payment	75% To County and 25% To Contractor County Revenue Share % (Above O & M Fee)
Administrative Charges	Levied against Contractor and Paid to the County (pursuant to Article 12.4)
Excess Residue / Reject	Payments to County / Credits to Contractor (in accordance with Article 8)
Operations & Maintenance Fee	To Be Determined (Per Ton) To County
Push & Bale Fee	To Be Determined (Per Ton) To County
Merchant Tonnage Fee	To Be Determined (Per Ton) To County

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

Contractor acknowledges and accepts the following:

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 inbound recycling composition studies. 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.
- 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 the Contractor.
- 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.
- 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.

EXHIBIT 2 CONTINUED: SAMPLE AVERAGE MARKET VALUE CALCULATION FOR PROGRAM RECYCLABLES

Material	Index Description	Index Value (Feb 2021)	Market Value (\$/ton)	Material %	AMV (\$/ton)
Mixed Paper ¹	PS 54 Mixed Paper (MP) (\$/ton)	\$27.50/ton	\$27.50	14.1%	\$3.88
Newspaper ¹	PS 56 Sorted Residential Papers (SRNP) (\$/ton)	\$52.50/ton	\$52.50	5.0%	\$2.63
OCC	PS 11 Corrugated Containers (\$/ton)	\$82.50/ton	\$82.50	23.6%	\$19.47
Glass - Mixed*	SMP Glass 3 Mix (\$/ton del. as recyclable or disposable)	-\$35.00/ton	-\$35.00	4.7%	-\$1.65
Glass - Mixed Cullet*	3/8 overs (\$/ton, delivered to Strategic)	\$7.00/ton	\$7.00	14.2%	\$0.99
Plastic - PET	SMP Plastics PET (Baled, c/lb., picked up)	9.5 c/lb.	\$190.00	4.8%	\$9.12
Plastic - Natural HDPE	SMP Plastics Natural HDPE (Baled, c/lb., picked up)	74.5 c/lb.	\$1,490.00	1.1%	\$16.39
Plastic - Colored HDPE	SMP Plastics Colored HDPE (Baled, c/lb., picked up)	22.5 c/lb.	\$450.00	1.2%	\$5.40
Plastic - PP	SMP Plastics PP Post Consumer (Baled, c/lb., picked up)	21.5 c/lb.	\$430.00	-	-
Plastic - Commingled	SMP Plastics Commingled (#3-7) (Baled, c/lb., picked up)	-1.5 c/lb.	-\$30.00	1.7%	-\$0.51
Plastic - Mixed Rigid Plastics	Mixed Bulky Rigid (Baled, c/lb, picked up)	2.0 c/lb.	\$40.00	-	-
Steel Cans	SMP Metals Steel Cans (Sorted, Baled, \$/Gross ton, picked up)	\$35.00/ton	\$35.00	1.8%	\$0.63
Aluminum Cans	SMP Metals Aluminum Cans (Sorted, Baled, c/lb., picked up)	56.5 c/lb.	\$1,130.00	1.8%	\$20.34
Scrap Metal	50% of Steel Cans (Sorted, Baled, \$/ton, picked up)	\$17.50/ton	\$17.50	-	-
Contamination ⁵	N/A	N/A	\$0.00	25.9%	\$0.00
				Total	\$72.81

EXHIBIT 3: LEE COUNTY SINGLE STREAM RESIDENTIAL PROGRAM RECYCLABLES

RECYCLABLES must be dry, loose (not bagged) and include **ONLY** the following:

Aluminum cans- empty
PET bottles with the symbol # 1-empty
HDPE plastic bottles with the symbol #2 (milk, bottles, detergent, and shampoo bottles etc.
Plastic containers with symbols #3-#7- empty
Steel and Tin cans- empty
Glass food and beverage containers (all colors)
Newspaper, Mail, Magazines, Glossy inserts, Pamphlets and Catalogs
Uncoated paperboard (cereal boxes; food and snack boxes
Uncoated printing, writing and office paper (not shredded)
Uncoated Old corrugated containers/cardboard
Phone Books

Is it Recyclable?

Ask yourself the following questions:



Is this **paper** that isn't shredded or soiled?
Then, YES!



Is this a **metal** can?
Then, YES!



Is this a **cardboard** box that did NOT contain a liquid?
Then, YES!



Is this a **plastic** container numbered #1-#7?
Then, YES!



Is this a **glass** bottle or jar?
Then, YES!



Your curbside cart is **ONLY for the five materials listed.**
When in doubt, throw it out!

Everything should be empty, clean & dry



**Lee County
Solid Waste**
leegov.com/solidwaste
(239) 533-8000