

**SEVENTEENTH AMENDMENT TO CONTRACT AGREEMENT
INDIAN RIVER COUNTY SOLID WASTE DISPOSAL DISTRICT,
INDIAN RIVER COUNTY, FLORIDA
SOLID WASTE OPERATIONS AND MAINTENANCE**

THIS SEVENTEENTH AMENDMENT TO CONTRACT AGREEMENT INDIAN RIVER COUNTY SOLID WASTE DISPOSAL DISTRICT, INDIAN RIVER COUNTY, FLORIDA SOLID WASTE OPERATIONS AND MAINTENANCE (“Seventeenth Amendment”) is entered into as of the ___ day of April, 2022 by and between Indian River County Solid Waste Disposal District, a dependent special district of Indian River County, Florida, whose address is 1801 27th Street, Vero Beach, Florida (hereinafter referred to as the “District” or “SWDD”), and Republic Services of Florida, Limited Partnership, whose address is 3905 Oslo Road, Vero Beach, Florida 32968 (the “Contractor”).

RECITALS

WHEREAS, on January 1, 2011, SWDD and Contractor entered into that certain Contract Agreement Indian River County Solid Waste Disposal District Indian River County, Florida Solid Waste Operations and Maintenance, as amended by the First Amendment to Contract Agreement, dated February 7, 2012; the Second Amendment to Contract Agreement, dated April 2, 2013; the Third Amendment to Contract Agreement, dated November 12, 2013; the Fourth Amendment to Contract Agreement, dated July 8, 2014; the Fifth Amendment to Contract Agreement, dated November 4, 2014; the Sixth Amendment to Contract Agreement, dated January 20, 2015; the Seventh Amendment to Contract Agreement, dated May 17, 2016; the Eight Amendment to Contract Agreement, dated December 15, 2016; the Ninth Amendment and Extension to Contract Agreement, dated February 21, 2017; the Tenth Amendment to Contract Agreement, dated September 12, 2017; the Eleventh Amendment to Contract Agreement, dated September 18, 2018; the Twelfth Amendment to Contract Agreement, dated September 10, 2019; and the Thirteenth Amendment to Contract Agreement, dated March 3, 2020; and the Fourteenth Amendment to Contract Agreement, dated July 14, 2020; and the Fifteenth Amendment to Contract Agreement, dated February 16, 2021; and the Sixteenth Amendment to Contract Agreement, dated February 1, 2022 (the “Contract”) for the Contractor to operate and maintain the SWDD landfill and customer convenience centers (“CCCs”); and

WHEREAS, under the terms of the Contract, the Contractor, at SWDD's request and subject to mutually satisfactory negotiated terms and acceptable compensation, shall provide additional services in connection with the Indian River County Landfill and the customer convenience centers not included above and as required by SWDD; and

WHEREAS, the Contractor and SWDD have mutually agreed to revise the Contract as set forth herein.

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein.

2. The existing Article 1 – SCOPE OF WORK of the Contract is modified to include the following:
 - A. **LANDFILL GAS SYSTEM EXPANSION.** The Contractor shall provide the landfill gas system expansion services in accordance with the attached proposal from SCS Field Services.
 - a. Landfill Gas Expansion – Contractor to provide the labor, equipment, fuel and materials to extend the ten (10) existing Side Slope Collectors up to a total of 3,000 feet. The services shall include pre/post surveying and final as-built record drawings.

3. The existing Article 3 – COMPENSATION of the Contract is modified to include the following:
 - vii) A not-to-exceed payment of \$338,330, which includes a 15% management fee to Contractor, for the Expansion of the Landfill Gas System.

4. **Ratification.** Except as specifically provided in this Seventeenth Amendment, all other provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Seventeenth Amendment to be executed by their respective duly authorized officers as of the day and year first written above.

Attest: Jeffrey R. Smith, Clerk of Court and Comptroller By: _____ Deputy Clerk	(Owner) Solid Waste Disposal District Indian River County, Florida _____ Peter D. O’Bryan, Chairman
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Date Approved by SWDD: _____

Approved By: _____ Jason E. Brown, County Administrator	Approved as to Form and Legal Sufficiency By: _____ Dylan Reingold, County Attorney
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Signed, sealed, and delivered in the presence of: _____	Republic Services of Florida, Limited Partnership (“Contractor”) By: Republic Services of Florida GP, Inc., its General Partner _____
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Print Name: _____	Print Name: _____
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Print Name: _____

Print Title: _____

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From: [Lewis, Brian M](#)
To: [Himanshu Mehta](#); [Ron T. Jones](#)
Cc: [Wilson, Edwin](#)
Subject: FW: Indian River Landfill Side Slope Collector Extension Proposal
Date: Friday, March 4, 2022 12:55:38 PM
Attachments: [IRLF Side Slope Collector Extension Proposal Final.pdf](#)

CAUTION: This message is from an external source. Please use caution when opening attachments or clicking links.

Gentlemen,

Please review attached SCS side slope extension proposal and let me know if you wish to proceed.

Note: There will be a 15% management fee added by Republic Services, Inc. if you choose to proceed.

Thank you,

Brian Lewis

Post Collection Operations Manager

1327 74th Ave

Vero Beach, FL 32968

e BLewis@RepublicServices.com

o 772-794-2322 c 772-713-5560

w RepublicServices.com



We'll handle it from here®

From: Basconi, Brian <BBasconi@scsengineers.com>
Sent: Friday, March 4, 2022 12:14 PM
To: Lewis, Brian M <BLewis@republicservices.com>
Cc: Wilson, Edwin <EWilson5@republicservices.com>; Sherman, Randy <GSherman@republicservices.com>; Cartee, Tony <TCartee@scsengineers.com>
Subject: Indian River Landfill Side Slope Collector Extension Proposal

This Message Is From an External Sender

This message came from outside your organization.

Brian,

Please see the attached side slope collector extension proposal. As discussed the scope of work will be split into to two phases so that we can install the southern collector extensions first and then move to the north side once filling is completed to avoid any conflicts with operations.

Thanks

Brian Basconi
Project Manager
SCS Field Services
5850 South Semoran Blvd.
Orlando, FL 32822
Cell: 401-486-4897
Office: 786-804-6128 ext. 2058
Fax: 954-418-9800



132774th Ave
Vero Beach, FL 32968

Project Management fee to include but not limited to, all services required for planning, scheduling, coordinating and successful implementation of the project. Also, including the Operations Manager, Environmental Manager and staff's time and oversight.

Planning – 3rd party vendor and IRC on area of project, scope of services to be proposed, along with what IRC expects for end- product/service. Continuous follow-up of services ensuring scope of proposed service is met.

Scheduling – Ongoing Communication with 3rd party vendor for mobilization dates and commencement dates for project. As well as, unloading materials that are shipped ahead of project.

Oversight – Regular meetings with the county on noted improvements needed or engagement of our 3rd party gas well field vendor of needed improvement on our monthly gas call with the County. Once an improvement area is noted, Cost estimates are collected through 3rd party vendor and delivered to the County for approval. Once we have County approval Republic Services assumes all liability associated with the project. Republic Services observes the project to make sure quality work is performed until completion. 3rd party invoices Republic Services at the end of each month, Republic Services then completes the invoice with the management fee added and send to the County for payment. Also noted our environmental manager is involved in a lot of these improvements for compliance regulations.

March 4, 2022

Brian Lewis
Landfill Operations Manager
Republic Services
1327 74th Ave SE
Vero Beach, FL 32968

Subject: Proposal to Extend Side Slope Collectors
 Indian River Landfill, Vero Beach, Florida

Dear Mr. Lewis:

SCS Field Services (SCS-FS) is pleased to provide this proposal to you for the subject work based on discussions between SCS-FS, Indian River County (County) and Republic Services (Republic). SCS-FS is prepared to schedule the work following approval by Republic. A summary of the scope of work and cost is outlined below.

SCOPE OF WORK

In August of 2021, the gas collection and control system (GCCS) was expanded into cell one of segment three. The GCCS expansion included ten side slope collectors (SC). Each SC had two or three separate collection pipes so that as waste is filled in cell two of segment three the collection pipes could be utilized at different elevations. The waste has now reached the same elevation as the second highest collection pipe on each SC. These collection pipes should be extended out into the cell floor of cell two at its current elevation so that additional landfill gas (LFG) can be captured by the GCCS and increase overall gas quality and flow at the LFG flare station.

SCS-FS will provide labor, equipment and materials to extend each SC collection pipe approximately 200 to 300 feet into cell two at a 5% slope so that LFG liquids drain back into the landfill. Each extension length will depend on site conditions, filling operations and any obstructions that may be encountered while trenching. The extension piping will be 6-inch HDPE SDR 11 perforated pipe. Geotextile fabric will be placed along the bottom of the trench and backfilled with six inches of number four non-calcareous stone. An additional foot of stone will be placed on top of the collection pipe once it is placed in the trench and the geotextile fabric will be wrapped over the top. Excavated waste will be used to backfill the remaining trench. Any excess waste that cannot be backfilled will be transported to the active fill area by SCS-FS. If SCS-FS determines that the depth of the trench has become too deep to use geotextile fabric the collector pipe will only be backfilled with six inches of stone below and one foot above the pipe.

SCS-FS and John B. Webb & Associates, Inc. (JBW&A) will stake out the existing top of pipe locations at each SC to be extended prior to the mobilization of equipment to the site. After the completion of the SC extensions SCS-FS and JBW&A will perform an as built field survey of each extension pipe. JBW&A will update the as built plans that were provided by the County.



Due to ongoing filling operations in cell two the completion of all SC extensions make occur in two separate mobilizations so that trenching does not interfere will operations and vis versa.

COMPENSATION

The cost to perform the work will be invoiced on a time and materials basis based on the following unit rates:

Description	Rate	Qty.	Sub-Total
Project Management	\$8,500	LS	\$8,500
Survey/As Builts	\$4,400/Day	3 Days	\$13,200
Mobilization/Demobilization	\$3,500	2 Ea.	\$7,000
Side Slope Collection Extension Installation	\$88.50/FT	3,000 FT	\$265,500
Total:			\$294,200

CLOSING

SCS-FS appreciates the opportunity to provide our proposal to Republic Services. If you have any questions or require any additional information, please contact Brian Basconi at 401-486-4897.

Sincerely,



Brian Basconi
Project Manager
SCS Field Services



Garold (Tony) A. Cartee
Regional Manager
SCS Field Services

BB/GAC

Figure Attached.

