

Segment 3 Cell 2 Expansion, Segment 2 Partial Closure And Landfill Gas Collection System Expansion

Phase III - Engineering Services During Construction

This Amendment 3 to Indian River County (IRC) Landfill Work Order Number 1 is entered into as of this ___ day of _____, 201_, in accordance with FS 287.055, Consultant’s Competitive Negotiation Act per the Request for Qualification #2017048 for Engineering Consulting Services for Landfill Closure, Landfill Gas System Expansion, and Cell Construction, dated July 18, 2017 (referred to as the “Agreement”), by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida (“COUNTY”) and CDM Smith Inc. (“Consultant”).

- 1. The COUNTY has selected the Consultant to perform the professional services set forth in existing Work Order Number 1, Effective Date 7/18/2017.
2. The COUNTY and the Consultant desire to amend this Work Order as set forth on Exhibit A (Scope of Work) attached to this Amendment and made part hereof by this reference. The professional services will be performed by the Consultant for the fee schedule set forth in Exhibit B (Fee Schedule), and within the timeframe more particularly set forth in Exhibit A (Time Schedule), all in accordance with the terms and provisions set forth in the Agreement.
3. From and after the Effective Date of this Amendment, the above-referenced Work Order is amended as set forth in this Amendment. Pursuant to Section 1 of the Agreement, nothing contained in any Work Order shall conflict with the terms of the Agreement and the terms of the Agreement shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order as of the date first written above.

CONSULTANT: CDM Smith Inc.

BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY

By: _____

By: _____, Chairman

Title: _____

BCC Approved Date: _____

Attest: Jeffrey R. Smith, Clerk of Court and Comptroller

By: _____ Deputy Clerk

Approved: _____ Jason E. Brown, County Administrator

Approved as to form and legal sufficiency: _____ Dylan T. Reingold, County Attorney



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August 10, 2020

Mr. Himanshu Mehta, P.E.
Managing Director
Solid Waste Disposal District
1325 74th Ave SW
Vero Beach, FL 32968

Subject: Indian River County Solid Waste Disposal District
Segment 3 Cell 2 Expansion, Segment 2 Partial Closure,
and Landfill Gas System Expansion
IRC Contract No.: 2018025
Amendment No. 3 to Work Order No. 1

Dear Mr. Mehta:

CDM Smith Inc. is pleased to submit this Amendment No. 3 to assist Indian River County Solid Waste Disposal District (IRC SWDD) with additional services during construction of the above referenced project. This amendment includes review and preparation of additional change orders to the construction contract to add items as requested by IRC SWDD.

We trust the enclosed is sufficient for your review; however, if you need additional information or clarification, please do not hesitate to contact our office.

Sincerely,

Martin J. Lewis, P.E., BCEE, PMP
Project Manager
CDM Smith Inc.

MJL/jj
Attachment
File: PW_PL1_6706-228608.05.04

cc: Eric Grotke, CDM Smith
Kevin Vann, CDM Smith



EXHIBIT A

WORK ORDER NO. 1 – AMENDMENT NO. 3

INDIAN RIVER COUNTY LANDFILL SEGMENT 3 CELL 2 EXPANSION, SEGMENT 2 PARTIAL CLOSURE, AND LANDFILL GAS COLLECTION SYSTEM EXPANSION PHASE III – ENGINEERING SERVICES DURING CONSTRUCTION

This Amendment No. 3 to Work Order No. 1, when executed, shall be incorporated in and become part of the Agreement for Consulting Services between Indian River County Solid Waste Disposal District (SWDD) and CDM Smith Inc., (CONSULTANT), dated July 18, 2017 hereafter referred to as the AGREEMENT.

PROJECT BACKGROUND

The original project duration was for 390 days to final completion. Through change orders an additional 262 days was added to the project. One of the biggest reasons was the structure of the contract where there was \$1.4M in contingency on top of the contract price. This contingency was used for material overruns as well as owner requested additional works. These works included repaving the entrance road, placing under drains to capture leachate to prevent contaminating stormwater and additional enhancements to the IRC Landfill. While we were able to manage our resources to prevent a large change order because of this additional time, we did incur additional effort regarding the increase in the number of change orders from the planned three to eight. This represents a significant amount of effort which provided additional value to the client and project. This amendment is a reconciliation change order to complete the project.

SCOPE OF SERVICES

CONSULTANT has provided engineering services during construction to act as the OWNER's representative during the construction of the project. This Amendment No. 3 includes amending Task 8.0 as follow:

TASK 8.0 - SPECIAL ENGINEERING SERVICES DURING CONSTRUCTION

Activities performed under this task consist of supplementary and special engineering services required during the construction and implementation of the project:

Subtask 8.2 This Subtask is amendment to provide services in connection with preparing five additional change orders for a new a total of eight change orders, which add a total of 27 items to the contract as requested by the OWNER.

PROJECT SCHEDULE

All work was completed by August 6, 2020.

PAYMENT AND COMPENSATION

Compensation for this Amendment No. 3 to Work Order No. 1 described herein shall be made in accordance with the Contract between SWDD and CONSULTANT. The lump sum amount of Amendment No. 3, for Task 8.2, is \$23,300. The amended total amount for Task 8.0 is \$107,880. The new not to exceed (NTE) Grand Total Amount of Work Order No. 1 is **\$2,035,949**.

For invoice purposes only, the value of Task 8 in this Amendment No. 3 is as shown in **Table 1**.

Table 1

TASK VALUE FOR INVOICE PURPOSE – AMENDMENT NO. 2 TO WORK ORDER NO. 1		
TASK	DESCRIPTION	VALUE
8.2	Special Engineering Services During Construction (Lump Sum)	\$23,300
TOTAL AMENDMENT NO. 3 TO WORK ORDER NO. 1 (Lump Sum) =		\$23,300
TOTAL AMENDMENT NO. 2 TO WORK ORDER NO. 1 (NTE) =		\$1,322,150
ORIGINAL WORK ORDER NO. 1 AND AMENDMENT NO.1 (NTE) =		\$690,499
NEW GRAND TOTAL AMOUNT FOR WORK ORDER NO. 1 (NTE) =		\$2,035,949
AMENDMENT NO. 2 WORK BREAKDOWN FOR FUNDING PURPOSES		
Segment 3 Cell 2 Expansion Lump Sum =		\$10,350
Segment 2 Partial Closure and LFG Collection System Expansion Lump Sum		\$12,950

EXHIBIT B-1
BUDGET

INDIAN RIVER COUNTY LANDFILL
SEGMENT 3 CELL 2 EXPANSION, SEGMENT 2 PARTIAL CLOSURE, AND LANDFILL GAS SYSTEM EXPANSION
WORK ORDER NO. 1 - AMENDMENT 3

	Sr. Officer	Associate	Principal	Senior Professional	Senior Support Services	Hours By Task	Total Labor	ODC	Total
Task 8.2 Change orders	2	5	60	40	16	123	\$23,235	\$65	\$23,300
Total	2	5	60	40	16	123	\$23,235	\$65	\$23,300

* For titles positions, billing rate will be determined by level. Some individuals have level classifications that are higher than their corporate titles.

**EXHIBIT B-2
BUDGET**

PROJECT: INDIAN RIVER COUNTY LANDFILL
SEGMENT 3 CELL 2 EXPANSION, SEGMENT 2
WORK ORDER NO. 1 - AMENDMENT 3

DESCRIPTION: As Outlined in the Scope of Services, Exhibit A.

REFERENCE: Agreement between Indian River County Solid Waste
Disposal District and CDM Smith Inc.

Labor Category	Hours	Rate	Total
Sr. Officer	2	\$240	\$480
Assoicate	5	\$215	\$1,075
Principal	60	\$210	\$12,600
Senior Professional	40	\$175	\$7,000
Senior Support Services	16	\$130	\$2,080

Total Hours = 123

Total Labor, Lump Sum **\$23,235**

Labor **\$23,235**

OP **\$0**

ODC **\$65**

Total **\$23,300**

SUBTOTAL TASK 8 Lump Sum = **\$23,300**

TOTAL = **\$23,300**