

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

THIS TENTH AMENDMENT TO CONTRACT AGREEMENT INDIAN RIVER COUNTY SOLID WASTE DISPOSAL DISTRICT, INDIAN RIVER COUNTY, FLORIDA SOLID WASTE OPERATIONS AND MAINTENANCE (“Tenth Amendment”) is entered into as of the ___ day of _____, 2017 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; and the Ninth Amendment and Extension to Contract Agreement, dated February 21, 2017 (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:

Landfill Gas Wells:

Republic Services shall through its subcontractor, SCS Field Services (SCS), proceed with the attached proposal to Install Horizontal Landfill Gas Collectors in the amount of \$55,000. In addition, an As-Built Survey for this work shall be performed on a time and materials basis not to exceed \$5,000. Please note, the well abandonment task of the proposal was previously approved and is not included in this authorization. The cost for this work shall be included with the next monthly invoice after the work is completed. This work shall be completed by September 30, 2017.

Hurricane Preparedness Plan:

Republic Services has provided a Hurricane Preparedness Plan for the 2017 Hurricane Season and is included as an attachment to this amendment. This plan is intended to allow for the seamless disposal of storm debris at the landfill and at the Customer Convenience Centers with the least amount of effect on the residents of Indian River County. Upon declaration of a state of emergency and as duly authorized by the County Administrator, Republic Services shall provide and be compensated for additional services as outlined in the plan.

3. Article 5 – GENERAL PROVISIONS of the Contract is modified to include Section P, Q, R, S and T as follows:

P. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

In compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), Franchisee shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Q. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

Franchisee shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to SWDD and the Regional Office of the Environmental Protection Agency (EPA).

R. Debarment and Suspension (Executive Orders 12549 and 12689)

Consistent with 2 CFR 180.220, Franchisee shall not be listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp.,

p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

S. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Franchisee shall file the required certification per 31 U.S.C. 1352. Franchisee certifies that it shall not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Franchisee shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the non-Federal award.

T. §200.322 Procurement of recovered materials.

To the extent applicable, Franchisee shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Tenth 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:

(Owner)

**Solid Waste Disposal District
Indian River County, Florida**

Deputy Clerk

Joseph E. Flescher, Chairman

Date Approved by SWDD: _____

Approved By:

Approved as to Form and Legal Sufficiency By:

Jason E. Brown, County Administrator


Dylan T. Reingold, Esq., County Attorney

**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**





Print Name: Steven Clauss

Print Name: GLENN KAVANAGH



Print Title: GENERAL MGR.

Print Name: Tricia Blystone

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Hurricane Preparedness Plan
Indian River County Landfill and Customer Convenience Centers
Managed by Republic Services of Florida, Limited Partnership (Republic Services)

This hurricane preparedness operation plan for the operation of the Indian River County Landfill and Customer Convenience Centers (CCCs) by Republic Services pursuant to that certain Contract Agreement Indian River County Solid Waste Disposal District, Indian River County, Florida Solid Waste Operations and Maintenance, as amended, is intended to allow for the seamless disposal of storm debris with the least amount of effect on residents of Indian River County.

Once a named storm is tracked to the Central Coast of Florida in the proximity of Indian River County, Republic Services will have all of the material at the CCCs emptied by hauling the waste to the Indian River County Landfill. Republic Services will continue the operations of both the landfill and the CCCs until a decision for closure is issued by Indian River County with the agreement of Republic Services. In the event that Republic Services has made a good faith attempt to make contact with Indian River County regarding closure, and is unable to do so and deems it unsafe to continue operation of the landfill or/and CCCs, then Republic Services may discontinue services at the landfill and CCCs.

Republic Services will return to the landfill and the CCCs as soon as it is safe to do so after the storm. Republic Services' first priority with respect to services provided to Indian River County will be to assess and document damages at the landfill and the CCCs and to assist in reopening all of the facilities as soon as possible.

There may be additional costs to Indian River County to operate the landfill and CCCs after the storm as detailed below.

CCC Personnel Costs:

The personnel costs consist of the costs to bring employees in for hours in addition to usual and customary hours. Further, if clean-up efforts require additional man-hours to perform proper operation of the CCCs, this will require employees to work beyond usual and customary hours and will require Republic Services to recoup the extra costs. The below amount covers the cost per man-hour to open for additional days/times and/or the additional time required to effectively operate the CCC post-hurricane.

Cost for CCC laborer man-hour: \$37.13/hour/man

CCC Operating Costs:

Republic Services will make commercially reasonable efforts to clean up all storm debris at the CCCs in a timely manner. If Indian River County requests expedited clean up, Republic Services will hire third party personnel and clam truck services to perform duties. All third party personnel and services will be billed in addition to hauling and personnel costs. **Cost for CCC operations post-hurricane: to be determined by Republic Services**

CCC Hauling Costs:

In order to segregate the tonnage of storm debris from normal waste at the CCCs, Republic Services will submit the waste hauled to the Indian River County Landfill for the previous 6 months, which shall be reconciled with Indian River County's calculation. These amounts will be adjusted for any seasonality and agreed to by Indian River County. Any additional tonnage over the monthly average in the 2 months following the storm that is hauled to the Indian River County Landfill from the CCCs, shall be considered storm debris and shall be charged at the incremental rate stated below.

In order to convert the tonnage hauled to a yardage measurement, the appropriate conversion rate shall be: 1 cubic yard = 300 lbs.

Cost for hauling additional tonnage from CCC to Indian River County Landfill: \$8.15/cubic yard

In order to facilitate the inflow of additional storm debris material, the operation of the landfill will also experience additional costs in order to effectively manage the material and comply with all state and federal statutes.

Landfill Equipment Costs:

Republic Services will use commercially reasonable efforts to effectively and efficiently use all current equipment to manage excessive storm debris. Renting equipment to provide incremental assistance may be required, but not available in the aftermath of a hurricane. If equipment becomes available is required, Indian River County shall reimburse Republic Services for such rental. Republic Services will also attempt to mobilize equipment from other operating divisions. Any additional costs incurred for this mobilization and usage will be reimbursed by Indian River County.

Cost for Landfill Equipment mobilization and usage: to be determined by Republic Services

Landfill Additional Costs:

In case of catastrophic damage, there may be additional costs to operate the Indian River County Landfill that shall be reimbursed by Indian River County. Examples of such costs are: additional rock to shore up access roads to allow traffic flow the landfill waste reception area; additional costs to pump excessive leachate to not overwhelm the current system. In preparation for any catastrophic storm event, Republic Services can accumulate rock and cover at the Indian River County Landfill. If Indian River County elects to absorb costs for accumulation of rock and cover, the associated costs will be provided to the County for approval prior to purchase and accumulation.

Landfill Additional Costs: to be determined by Republic Services

Republic Services will provide all documentation associated with the additional services to return the landfill and the CCCs to normal operations. Such documentation will include time sheets, truck counts including container sizes and any additional information reasonably requested by Indian River County to verify the costs. Baseline information prior to the storm shall be provided with the documentation.

SCS FIELD SERVICES

August 23, 2017
Project No. 07214007.01

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

Subject: Proposal to Install Horizontal Landfill Gas Collectors and Abandon Existing Collectors in the Active Cell
Indian River Landfill, Vero Beach, Florida

Dear Mr. Lewis,

SCS Field Services (SCS) is pleased to provide this proposal to you for the subject work. SCS-FS is prepared to order materials immediately upon receipt of approval. The budgetary estimate is outlined below. All work will be performed and invoiced in accordance with our current purchase order BPO05609391.

BACKGROUND

There are currently six horizontal and five vertical landfill gas (LFG) collectors located in the active cell. Each of these LFG collection points are paired with a vacuum riser pipe. These collectors were installed prior to waste being deposited in the active cell and are no longer effective LFG extraction points due to liquid blocking the perforated sections of piping or crushing of well casings during filling operations. The quantity and density of vertical piping from these collection points and vacuum risers makes filling in these areas cumbersome and creates a potential for damage to the GCCS. It is also not cost effective to continue raising these vertical pipes with each lift of waste since they are no longer adequate LFG collectors and have no influence on collecting LFG from new waste currently being placed.

SCS recommends abandoning the eleven collection points and corresponding vacuum risers and replacing them with two new horizontal collectors which will run across the cell from North to South. The new horizontal gas collectors will serve as replacement coverage for the wells which are proposed for abandonment. Additional benefits will be a significant reduction in vertical pipe penetrations along the landfill surface and LFG recovery from the new waste which has been deposited since filling operations started in the new cell.

DESCRIPTION OF SERVICES

Task One: Installation of Horizontal Collectors

SCS will provide the labor, equipment, and materials to install two new horizontal collectors and vacuum lateral piping along the western edge of the new cell (HC-1701N/HC-1701S). Each horizontal collector will consist of approximately 350 feet of 6-inch HDPE SDR 11 perforated piping and 75 feet of 6-inch HDPE SDR 11 solid piping based on distance from edge of waste to the center of the cell (approx. located on what is currently HP-12). The trench will be bedded with approx. one foot of 4-inch tire chips above and below sections of perforated pipe. Minimum trench depth will be



3 feet at wellhead riser and maximum trench depth will be 16 feet at a 3 to 5 percent slope to allow condensate to drain back into the waste. Solid lateral piping for both the collector and vacuum lines will be bedded with 6- inches of compacted sand. The vacuum lateral for HC-1701N will tie into the existing riser at HP-14 and the vacuum lateral for HC-1701S will tie into the existing riser at EW-6. SCS-FS will install new 2-inch Landtec wellheads, flex hose and rubber couplings to connect the horizontal collectors to the vacuum laterals. All trench spoils will be backfilled into the trench or deposited on the active working face.

Task Two: Abandonment of Existing Vertical and Horizontal Collectors

SCS-FS will provide labor, equipment and materials to abandon the following vertical and horizontal collectors in the active cell:

EW-6, EW-7, EW-8, A-2, A-3, HP-9, HP-10, HP-11, HP-12, HP-13, HP-14

All PVC wells will be capped with schedule 80 PVC caps using PVC cement and all HDPE lines will be capped with HDPE caps using butt or electrofusion equipment (this includes gas well, vacuum line and air or force main piping as applicable at each location). The vacuum lateral riser at well EW-6 and collector HP-14 will be left as vacuum risers and capped with flange adapters and blind flanges.

Task Three: As Built Survey

If requested, SCS-FS will provide a surveyor to collect an As-built survey of the new horizontal collectors and vacuum lateral piping. This work will be performed on a time and materials basis using our current MSA rates and standard mark-ups.

COMPENSATION

Task One – SCS will provide the services described in Task One for a lump sum fee of **\$55,000**.

Task Two – SCS will provide the services described in Task Two for a lump sum fee of **\$14,500**.

Task Three – Time and Materials.

Total Lump Sum Cost – Two (2) Tasks combined is a lump sum fee of **\$69,500**.

Thank you for the opportunity to prepare this proposal; we welcome the chance to provide our services to Republic Services. Please contact Brian Basconi at (401) 486-4897 if you have questions or need more information.

Sincerely,



Brian Basconi
Project Manager
SCS FIELD SERVICES



Gregory E. Hansen
Project Manager
SCS FIELD SERVICES