

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

THIS FOURTEENTH AMENDMENT TO CONTRACT AGREEMENT INDIAN RIVER COUNTY SOLID WASTE DISPOSAL DISTRICT, INDIAN RIVER COUNTY, FLORIDA SOLID WASTE OPERATIONS AND MAINTENANCE (“Fourteenth Amendment”) is entered into as of the ____ day of July, 2020 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 (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 OPERATION AND MAINTENANCE.** The Contractor shall provide the additional annual landfill gas system O&M services in accordance with the attached proposal from SCS Field Services.
 - a. Landfill Gas Well Dewatering Pumps – Provide the labor, equipment and materials to install thirteen (13) new QED AP-4+ bottom loading pneumatics pumps and hardware as well as removal, relocation and installation of five (5) existing pneumatic pumps. Upon installation, activate the pumps and check proper operations.
 - b. Landfill Gas Credit Monitoring – Provide assistance with submittal of historical data, provide additional weekly flare readings and perform additional flow meter calibration in order to assist SWDD with obtaining carbon credits with the flaring of the landfill gas.
3. The existing Article 3 – COMPENSATION of the Contract is modified to include the following:
 - iii) Annual Payment to Contractor for Landfill Gas System O&M shall be increased by \$13,090 for the period of July 1, 2020 through December 31, 2020 or \$2,181.67 per month for the next six (6) months, which includes a 10% management fee to Contractor. The overall payment for Calendar Year 2020 Non-Class 1 Landfill services shall be adjusted from the current \$3,104,585.94 per year to \$3,117,675.94 or \$260,897.17 per month for the next six (6) months.
 - v) A lump-sum payment of \$91,470.50, which includes a 10% management fee to Contractor, for the Non-Routine Services and Maintenance of the Landfill Gas System.
4. **Ratification.** Except as specifically provided in this Fourteenth 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 Fourteenth Amendment to be executed by their respective duly authorized officers as of the day and year first written above.

Attest:

(Owner)

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

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

Deputy Clerk

Susan Adams, Chairman

Date Approved by SWDD: _____

Approved By:

Approved as to Form and Legal Sufficiency By:

Jason E. Brown, County Administrator

Dylan Reingold, 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: _____

Print Name: _____

Print Title: _____

Print Name: _____

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June 26, 2020

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

Subject: Proposal to Install Landfill Gas Well Dewatering Pumps Revision One
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 purchase materials immediately upon receipt of approval and schedule the work in a timely manner. The budgetary estimate is outlined below.

SCOPE OF WORK

In April and May SCS-FS performed the first round of the semi-annual liquid level monitoring for 2020. This was the first time the vertical wells that were installed during the 2018 GCCS expansion were measured for liquid. A summary of this data is included in Table 1. Based on this initial round of liquid level measurements SCS-FS has identified 18 vertical wells that have a column of liquid that is blocking at least half of the section of perforated pipe and restricting gas extraction flow rates. A graphical representation of the 18 wells is presented in Figure 1. SCS-FS recommends installing new pneumatic pumps in each of these wells to draw down the liquid level.

SCS-FS will provide the labor, equipment and materials to install 13 new QED AP-4+ bottom loading pneumatic pumps and hardware for each of the proposed well locations. SCS-FS will install reducers and transition fittings on the existing air and force main riser pipes at each of the wells to service the pumps. Once the pumps are installed, they will be activated and checked for proper operation. In addition 5 of the existing dewatering pumps will be removed from vertical wells where they are no longer needed and install them in the remainder of the 18 new wells identified.

COMPENSATION

SCS can purchase materials and install based on the costs listed below:

Description	Price per Pump	Qty.	Total
Labor, Equip., Materials and Installation (new)	\$5,850	13	\$76,050.00
Remove and Install Existing Pumps	\$625	5	\$3,125.00
Total:			\$79,175.00



Mr. Brian Lewis
June 3, 2020
Page 2

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,

Handwritten signature of Brian Basconi in cursive script.

Brian Basconi
Project Manager
SCS Field Services

Handwritten signature of Garold (Tony) A. Cartee in cursive script.

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

BB/GAC

June 25, 2020

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

Subject: Proposal to Provide Landfill Gas Credit Monitoring
 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. SCS-FS is prepared to schedule the work immediately upon receipt of approval. The scope of work and budgetary estimate is outlined below.

SCOPE OF WORK

Task 1: 2019 & 2020 Historical Data

Based on conversations between SCS-FS and Element Markets (EM), SCS-FS will provide historical documentation of gas meter and flow meter calibration certificates, flare station chart recorder data in excel format and flare station landfill gas readings for the entire year of 2019 and year to date for 2020.

Task 2: Weekly Flare Readings

Based on discussion with Republic Services (RS), Indian River County (County) and representatives from EM, SCS-FS will perform additional flare station landfill gas readings as necessary to fulfill monitoring on a weekly basis. Currently SCS-FS performs scheduled flare readings twice per month. Additional weekly flare readings will be performed as needed on weeks that are not scheduled for a flat fee. Once per quarter during weekly site visits the flow meter will be cleaned and inspected. All flare readings will be taken with a factory calibrated GEM 5000 portable landfill gas meter or an equivalent instrument. During weekly flare readings, the gas meter will be field calibrated with a 50% methane/35% carbon dioxide calibration mix and 4% oxygen.

Task 3: Flow Meter Calibration

The flare station flow meter is factory calibrated once per year per the RS standard operating procedure. To minimize risk of drift outside the 5% tolerance SCS-FS recommends factory calibrating the flow meter every 6 months and performing an "as found" bench test prior to calibration as an alternative to quarterly field accuracy checks. During each calibration, a loaner unit will be installed by SCS-FS. Once the site meter is calibrated, the loaner meter will be removed and the site meter re-



installed. Each occurrence will be performed on a flat fee basis. Any additional repairs beyond calibration and the bench test of the site meter will be at an additional cost.

COMPENSATION

SCS-FS can perform the services described in this proposal based on the costs listed below. For budgetary purposes, the quantities have been estimated based on a monitoring period between **July 1, 2020 through December 31, 2020**. Invoices will be submitted monthly based on work performed.

Description of Services	Rate	Qty.	Cost
Task 1: 2019 & 2020 Historical Data	\$980	1	\$980.00
Task 2: Weekly Flare Readings	\$850	14	\$11,900.00
Task 3: Flow Meter Calibration	\$3,000	1	\$3,000.00
Total			\$15,880.00

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