

WORK ORDER NUMBER ____
FULL COST ACCOUNTING AND FINANCIAL ASSURANCE

This Work Order Number No. 39 is entered into as of this ____ day of _____ 20____, pursuant to that certain Continuing Consulting Engineering Services Agreement for Professional Services entered into as of this 17th day of April, 2018 (collectively referred to as the "Agreement"), by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida ("COUNTY") and Kimley-Horn, and Associates, Inc. ("Consultant").

The COUNTY has selected the Consultant to perform the professional services set forth on Exhibit A (Scope of Work), attached to this Work Order 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), attached to this Work Order and made a part hereof by this reference. The Consultant will perform the professional services within the timeframe more particularly set forth in Exhibit C (Time Schedule), attached to this Work Order and made a part hereof by this reference all in accordance with the terms and provisions set forth in the Agreement. Pursuant to paragraph 1.4 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:

By: _____

Print Name: _____

Title: _____

Comptroller

SOLID WASTE DISPOSAL DISTRICT

By: _____
Chairperson

BCC Approved Date: _____

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

By: _____
Deputy Clerk

Approved: _____
Jason E. Brown, County Administrator

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

EXHIBIT A – SCOPE OF WORK

The County is required to document full cost accounting and financial assurance each year in accordance with their Solid Waste Operations Permit.

SCOPE OF WORK

Task 1.0 Full Cost Accounting Evaluation for Fiscal Year 2019-2020

The Consultant will assist the COUNTY in preparing a report and public notice reflecting the full cost for solid waste management for customers served by the COUNTY. This shall include the rate charged by the county or municipality to the end user for solid waste management services plus any other direct, indirect or outside contractor costs associated with solid waste management services.

Consultant will prepare a draft table using information provided by the COUNTY for review by COUNTY staff. The draft public notice, summary tables and working documents will be provided electronically, unless otherwise requested. The Consultant will address up to two (2) rounds of reasonable comments on the report and public notice provided for review and resubmit the revised documents to the COUNTY for their use.

Task 2.0 Financial Assurance

The COUNTY operates both a Class I landfill and a Construction and Demolition Debris Landfill through a contract with Republic Services. In accordance with Chapter 62-701, F.A.C., the COUNTY is required to submit cost adjustments based on an inflation factor for closure annually. Every five years, the closure cost estimate must be revised by recalculating the total cost of closure.

Subtask 2.1. Closure Cost Estimate Adjustment

CONSULTANT will provide the Closure Cost Estimate adjustment to the COUNTY based on the most recent Implicit Price Deflator for Gross National Product published by the U.S. Department of Commerce in its Survey of Current Business. CONSULTANT will include escrow account balance recommendations for Fiscal Year 2020-2021, and escrow budget recommendations for Fiscal Year 2020-2021.

Subtask 2.2 Financial Assurance Report

Consultant will provide surveys and assessments of airspace used by our subconsultant, Masteller, Moler & Taylor, Inc. (MM&T) for the Class I landfill and C&D debris disposal facility. The topographic survey will be performed with the attached proposal from MM&T.

For the Class I Landfill (Segments I, II, and III), the Consultant will evaluate waste compaction rate and utilize this evaluation in preparation of a Financial Assurance Report for the COUNTY's use. The Financial Assurance Report will utilize historical waste generation and landfill airspace data; current placement and generation rates; information on remaining landfill capacity; recent and planned project expenditures; and estimated closure costs to evaluate the current and projected escrow account balances for the landfill to determine what escrow deposits should be made during the 2021 fiscal year.

DELIVERABLES

- Task 1.0 Table and working documents
- Subtask 2.1 Closure Cost Estimates for FY 2021
- Subtask 2.2 Survey (as described in MM&T's proposal), Financial Assurance Report

ASSUMPTIONS

It is assumed that the closure cost estimates required for the FY 2021 will be escalation of existing, previously-approved full cost estimates using the FDEP approved escalation (tied to the CPI). If preparation of full closure cost estimates for the facility are required, that shall be as an additional services upon receipt of an executed amendment.

The Consultant will rely upon the accuracy and completeness of all documents, surveys, reports, plans and specifications provided by the COUNTY or by others for whom the Consultant is not legally responsible. The COUNTY acknowledges that verifying the accuracy and completeness of such items is not part of the Consultant's scope of services.

This agreement is made in anticipation of conditions permitting continuous and orderly progress through the completion of services, times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control.

The COUNTY will provide any information requested by Kimley-Horn in a timely manner to avoid delay of the Project. In addition, the COUNTY will ensure that COUNTY representatives are available for all meetings in order to avoid delay to the Project.

EXHIBIT B – FEE SCHEDULE

The COUNTY agrees to pay, and the Consultant agrees to accept for services rendered pursuant to this Agreement fees inclusive of expenses as follows:

A. Professional Services Fee

The basic compensation mutually agreed upon by the Consultant and the COUNTY is as follows:

Lump Sum Components

<u>Task</u>	<u>Labor Fee</u>
1.0 Full Cost Accounting	\$5,000
2.0 Financial Assurance	<u>\$23,200</u>
Total Labor Fee	\$28,200
<u>Sub-Consultants-MM&T Survey</u>	<u>\$18,500</u>
TOTAL LABOR AND EXPENSE FEE	\$46,700

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EXHIBIT C – TIME SCHEDULE

Upon authorization to proceed by the COUNTY, final documents are anticipated to take approximately three (3) months from the Notice to Proceed (NTP) and receipt of data from the COUNTY.

NTP		contingent upon approval
1.0	Full Cost Accounting	30 days from NTP ^(a)
2.1	Closure Cost Estimates for FY 2021	90 days from NTP ^(a)
2.2	Survey	60 days from NTP ^(a)
2.2	Financial Assurance Report	90 days from NTP ^(a)

a) And receipt of all required data from the COUNTY.

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Masteller, Moler & Taylor, Inc.

1655 27th Street, Suite 2
Vero Beach, Florida 32960
Phone: (772) 564-8050
Fax: (772) 794-0647
e-mail: dt5243@bellsouth.net

AGREEMENT FOR PROFESSIONAL SURVEYING & MAPPING SERVICES

PROJECT:	IRC Landfill Volume Survey 2020	PHONE:	Work - (305) 535-7712
CLIENT NAME:	Kimley Horn & Associates - Barton Fye	PHONE:	Cell - (305) 431-4900
SITE ADDRESS:	1325 74th Avenue SW Vero Beach, FL 32968	MAILING ADDRESS:	355 Alhambra Circle, Suite 1400 Coral Gables, FL 33134

MMT, Inc. is pleased to provide you with this proposal for performance of surveying services in support of current landfill conditions for property located in Indian River County and lying in Section 25-33S-38E and identified as The Indian River County Landfill Volume Calculations survey which shall include the following:

Scope of Services:

1. Recover and expose existing aerial control for orientation and rectification of the aerial photography.
2. Coordinate with sub-consultant, Alert 5, Engineering Advanced Solutions to obtain new color aerial imagery and LIDAR data and production of a 1"=50' Planimetric and Topographic. This mapping is to be completed in AutoCAD format as one file at a scale of 1-inch=50-feet with 1 foot contours. The mapping will be completed for the entire landfill site including Segment I, Segment II, Segment III and the C & D areas.
3. Integrate aerial data into survey drawing and overlay with topographic data from previous year.
4. Calculate volumetric differences comparing current mapped areas against the prior data completed in March, 2020. Calculations shall be performed on Segments I, II, III and C & d areas.
5. Prepare cross sections at 200 foot intervals across each of the Segment areas depicting current and prior data lines.

Deliverables:

- a. Four (4) bond copies (24"x36") of the topographic map (1 inch = 50 feet contour map of each segment)
- b. Four (4) bond copies (8.5"x14") of the topographic map (1 inch = 200 feet contour map of each segment)
- c. Two (2) color digital ortho-rectified photo enlargements (24"x36") of entire area.
- d. One (1) color photo enlargement (24"x36") for each Segment I, II, III and C&D.
- e. Four (4) copies of Volumetric survey, including overall site, segments and cross sections.
- f. Two (2) copies of Report of Survey for aerial imagery from sub-consultant.
- g. One CD containing PDF of each map, AutoCAD and ASCII point files.

We propose to perform the above described Scope of Services for a lump sum fee of \$18,500.00. We estimate the following time frame for the project:

Field acquisition, quality control, ground verification and sub-consultant deliverables - 3-4 weeks from notice to proceed; Volumetric survey completed within 2 weeks from receipt of sub-consultant data.

I, the undersigned, agree to all the terms of this Agreement and the Standard Conditions of this Contract attached hereto.

Client's Printed Name

Client's Signature

Date

David Taylor, President
Masteller, Moler & Taylor, Inc.

8/20/2020

Date