

**WORK ORDER NUMBER 28  
ANNUAL CAPACITY REPORT AND FULL COST ACCOUNTING**

This Work Order Number 28 is entered into as of this \_\_\_ day of December 2019, pursuant to that certain Continuing Consulting Engineering Services Agreement for Professional Services entered into as of this 17<sup>th</sup> 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:**

**SOLID WASTE DISPOSAL DISTRICT**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Susan Adams, Chairperson**

**Print Name:** \_\_\_\_\_

**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**

## 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 2018-2019**

In accordance with the requirements of Chapter 62-708.400(1), F.A.C., and F.S. 403.7049, the COUNTY shall determine the full cost for solid waste management. 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 within 60 days of our Notice to Proceed (NTP) and receipt of the data from the COUNTY. The draft public notice, summary tables and working documents will be provided electronically, unless otherwise requested.

In accordance with Chapter 403.7049 Florida Statutes:

*“Each municipality shall establish a system to inform, no less than once a year, residential and nonresidential users of solid waste management services within the municipality’s service area of the user’s share, on an average or individual basis, of the full cost for solid waste management as determined pursuant to subsection (1). Counties shall provide the information required of municipalities only to residential and nonresidential users of solid waste management services within the county’s service area that are not served by a municipality. Municipalities shall include costs charged to them or persons contracting with them for disposal of solid waste in the full cost information provided to residential and nonresidential users of solid waste management services.”*

#### **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 2019-2020, and escrow budget recommendations for Fiscal Year 2020-2021.

##### **Subtask 2.2 Survey and Airspace Assessment**

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 on the entire COUNTY landfill site, including the Class I waste area (Segment I, II, and III and the ditches and roadways surrounding the Class I area), the C&D disposal facility (waste area, fence line, ditches and berms adjacent to C&D Debris site), expansion areas, stormwater pond, and administrative area.

The deliverable from MM&T will consist of a survey identifying the dates the field survey was completed. The airspace consumed, and the remaining airspace will be calculated and provided. The survey shall also include the results of the volumetric calculations for Segments II and III portions of the Class I landfill, and the C&D disposal facility. Deliverables accompanying the survey are as described in MM&T's proposal.

For the Class I Landfill (Segments I, II, and III), we will include an evaluation of the waste compaction, and a recommendation to the COUNTY on whether Republic Services is meeting its contractual compaction requirements of a minimum in-place density of 1,400 pounds per cubic yards.

### **DELIVERABLES**

Task 1.0	Table and working documents
Subtask 2.1	Financial Assurance Form and Escrow Balance and Budget recommendations
Subtask 2.2	Survey (as described in MM&T's proposal), remaining airspace and evaluation of compaction

### **ASSUMPTIONS**

Information to be provided by the COUNTY includes:

- Site access
- Escrow account balances
- The rates and number of dwelling units for each of the transporters
- Available site surveys
- Level of service for each transporter
- Monthly fee for both single family residence and multi-family residences collected via non-ad valorem assessment
- Number of parcels, equivalent residential units, and waste generation units (WGU) for Fiscal Year 2018-2019 for each customer
- Wastestream monthly totals
- Changes to Basis of Allocation
- Direct and indirect cost breakdowns
- Confirmation of waste generation units
- Amount of residential assessment
- Excel spreadsheets prepared by others for prior fiscal year for escrow balance and airspace calculations

## 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	\$7,505
2.1 Closure Cost Adjustment, Escrow Calculation	\$6,500
2.2 Survey/Air Space Assessment	<u>\$10,750</u>
Total Labor Fee	\$24,755
Sub-Consultants-MM&T Survey	\$18,500
Other Direct Costs	<u>\$1,500</u>
TOTAL LUMP SUM FEE	\$44,755

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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).

NTP		contingent upon approval
1.0	Full Cost Accounting	30 days from NTP <sup>(a)</sup>
2.1	Closure Cost Adjustment	15 days from NTP <sup>(b)</sup>
2.2	Survey/Air Space Assessment	90 days from NTP

- a) And receipt of data from the COUNTY.
- b) Escrow balance and budget recommendations will be provided within 30 days of receipt of information from the COUNTY

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