

CCNA2018 WORK ORDER 56

FISCAL YEAR 2021-2022 FULL COST ACCOUNTING AND FINANCIAL ASSURANCE

This Work Order Number 56 is entered into as of this ___ day of _____, 2022, pursuant to that certain Continuing Consulting Engineering Services Agreement for Professional Services entered into as of the 18th day of May, 2021 (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:
Kimley-Horn and Associates, Inc.

**BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY**

By: _____
Brian A. Good, P.E.

By: _____
Joseph H. Earman, Chairman

Print Name: _____

Title: Senior Vice President

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

WORK ORDER NUMBER 56
FISCAL YEAR 2021 – 2022 FULL COST ACCOUNTING AND FINANCIAL
ASSURANCE
EXHIBIT A
SCOPE OF WORK

PROJECT UNDERSTANDING

Indian River County (COUNTY) Solid Waste Disposal District (SWDD) is required to update and submit the landfill closure cost estimate to the Florida Department of Environmental Protection (FDEP) Solid Waste Operations Permit No. 0128769-023-SO Specific Condition F.2. SWDD is also required to document full cost accounting and financial assurance every five years in accordance with Specific Condition A.6; however, to ensure that the landfill escrow balance remains on track to adequately cover the closure costs, SWDD completes the full cost accounting and financial assurance process annually (without submittal to FDEP). Kimley-Horn and Associates (CONSULTANT) will perform following Scope of Services for the preparation of the Full Cost Accounting Evaluation, Financial Assurance, and Closure Cost Estimate Update for Fiscal Year 2021 – 2022.

SCOPE OF SERVICES

Task 1: Full Cost Accounting Evaluation for Fiscal Year 2021 - 2022

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 services. 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 receipt of the data from the COUNTY. The draft public notice, summary tables and working documents will be provided electronically, unless otherwise requested. The COUNTY will coordinate and facilitate publication of the public notice.

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: 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 2021-2022, and escrow budget recommendations for Fiscal Year 2022-2023.

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 II 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, so the COUNTY may determine whether Republic Services is meeting its contractual compaction requirements.

Ongoing projects at the landfill are also anticipated to impact one of the aerial targets used to conduct the annual survey. This Task includes replacement of one aerial target, including physical reconstruction (pouring of concrete and painting), as well as surveying the new location of the target. The target will be relocated to a location that is determined by SWDD within the allowable distance from the current target.

Deliverables

Task 1	Table and Working Documents
Subtask 2.1	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 2021-2022 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, a lump sum fee inclusive of expenses as follows:

Task	Description	Fee
Task 1	Full Cost Accounting Evaluation for FY2021 - 2022	\$7,500
Task 2	Financial Assurance	
Subtask 2.1	Closure Cost Adjustment	\$6,500
Subtask 2.2	Survey and Air Space Assessment	\$10,750
Total Labor Fee		\$24,750
Subconsultant - MM&T Survey		\$23,000
Other Direct Costs		\$1,500
Total Lump Sum Fee		\$49,250

EXHIBIT C

TIME SCHEDULE*

Task 1	Full Cost Accounting	30 Days from Receipt of Data
Task 2.1	Closure Cost Adjustment	30 Days from Receipt of Data
Task 2.2	Survey/Air Space Assessment	90 days from Notice to Proceed