

WORK ORDER NUMBER 43
FULL COST ACCOUNTING AND FINANCIAL ASSURANCE

This Work Order Number 43 is entered into as of this 5th day of October 2021, 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:

SOLID WASTE DISPOSAL DISTRICT

By: _____

By: _____

Joseph E. Flescher, 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 2020-2021

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

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 2022 fiscal year.

DELIVERABLES

- Task 1.0 Table and working documents
- Subtask 2.1 Closure Cost Estimates for FY 2022
- 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 2022 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>\$19,000</u>
TOTAL LABOR AND EXPENSE FEE	\$47,200

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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 2022	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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