



Received by SWDD

APR 24 2018

Indian River County  
Landfill

INVOICE

Invoice #: IRC1001  
Invoice Date: 4/24/2018

Indian River County – Solid Waste Disposal District  
1325 74th Avenue SW  
Vero Beach , FL 32968

Hurricane Irma Cleanup Costs associated with the Indian River County Customer Convenience Centers per Tenth Amendment to Contract Agreement dated September 12, 2017:

**Third Party Personnel and Clam Services:**

Bergeron Emergency Services	72,099.39
Fulford Citrus	19,085.00
Fulford Citrus	20,802.50

Sub-total Third Party Services	111,986.89
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**CCC Personnel Costs**

Personnel Costs at \$37.13/hour	13,055.65
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Sub-total Personnel Costs	13,055.65
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**TOTAL DUE REPUBLIC SERVICES: 125,042.54**





# INVOICE

## Bergeron Emergency Services Inc.

19612 SW 69th Place  
Fort Lauderdale, FL 33332

Invoice # 10242  
Date: September 20, 2017

TO Republic Services  
7329 7th Place, North  
West Palm Beach, FL 33411

	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Indian River County	787					
QTY	UNIT	DESCRIPTION		UNIT PRICE	DISCOUNT	LINE TOTAL
909.46	CY	Load & Haul Vegetative Debris 09/13/17 ✓		\$10.75		\$ 9,776.70 ✓
879.35	CY	Load & Haul Vegetative Debris 09/14/17 ✓		\$10.75		\$ 9,453.01 ✓
850.56	CY	Load & Haul Vegetative Debris 09/15/17 ✓		\$10.75		\$ 9,143.52 ✓
979.00	CY	Load & Haul Vegetative Debris 09/16/17 ✓		\$10.75		\$ 10,524.25 ✓
991.50	CY	Load & Haul Vegetative Debris 09/17/17 ✓		\$10.75		\$ 10,658.63 ✓
1,166.80	CY	Load & Haul Vegetative Debris 09/18/17 ✓		\$10.75		\$ 12,543.10 ✓
652.75	CY	Load & Haul Vegetative Debris 09/19/17 ✓		\$10.75		\$ 7,017.06 ✓
277.50	CY	Load & Haul Vegetative Debris 09/20/17 ✓		\$10.75		\$ 2,983.13 ✓
6,706.92	CY					
TOTAL DISCOUNT						
					SUBTOTAL	\$ 72,099.39
					SALES TAX	
					TOTAL	\$ 72,099.39 ✓

*10/5/17*

*RS*  
*[Signature]*  
*10/5/17*

Make all checks payable to Bergeron Emergency Services, Inc.  
THANK YOU FOR YOUR BUSINESS

**FULFORD CITRUS**  
 1450 74TH AVENUE SW  
 VERO BEACH, FL 32968

12279

Order No. : 0-000
Inv. Date : 09/18/2017
Terms : DUE ON RECEIPT
Reference :
Broker # :
Ship Date :
Delivery :
Ship Point: Our Plant
Manifest #:
Booking # :
Cont. Code:
Ship To PO:
Truck Lic.:
Cust. PO :



REPUBLIC SERVICES  
 3905 OSLO ROAD  
 VERO BEACH, FL 32968

Quantity	Description	Fruit Size	Unit Price	Purchase Price
Miscellaneous Charges:				
12.00	GRAPPLE 09-12-17 ✓ ①		95.00	1,140.00
9.00	GRAPPLE 09-13-17 ✓ ②		95.00	855.00
11.00	GRAPPLE 09-14-17 ✓ ③		95.00	1,045.00
11.00	GRAPPLE 09-15-17 ✓ ④		95.00	1,045.00
10.50	GRAPPLE 09-16-17 ✓ ⑤		95.00	997.50
10.50	GRAPPLE 09-17-17 ✓ ⑥		95.00	997.50
9.00	TRK #12 09-12-17 ✓ ⑦		90.00	810.00
10.50	TRK #12 09-13-17 ✓ ⑧		90.00	945.00
11.50	TRK #19 09-12-17 ✓ ⑨		90.00	1,035.00
10.00	TRK #19 09-13-17 ✓ ⑩		90.00	900.00
10.00	TRK #19 09-14-17 ✓ ⑪		90.00	900.00
10.50	TRK #19 09-15-17 ✓ ⑫		90.00	945.00
9.00	TRK #19 09-16-17 ✓ ⑬		90.00	810.00
10.00	TRK #19 09-17-17 ✓ ⑭		90.00	900.00
12.00	TRK #24 09-12-17 ✓ ⑮		90.00	1,080.00
9.00	TRK #24 09-13-17 ✓ ⑯		90.00	810.00
11.00	TRK #24 09-14-17 ✓ ⑰		90.00	990.00
11.00	TRK #24 09-15-17 ✓ ⑱		90.00	990.00
10.50	TRK #24 09-16-17 ✓ ⑲		90.00	945.00
10.50	TRK #24 09-17-17 ✓ ⑳		90.00	945.00
<p>PO 6854594</p> <p>RC 12224215</p>				
			<b>Fruit Totals</b>	.00
			<b>Misc. Charges</b>	19,085.00
			<b>Total Due</b>	19,085.00

Grapple: \$6,080  
 Hauling \$13,005

Thank You

5



**FULFORD CITRUS**  
 1450 74TH AVENUE SW  
 VERO BEACH, FL 32968

12286

Order No. : 0-000
Inv. Date : 09/26/2017
Terms : DUB ON RECEIPT
Reference :
Broker # :
Ship Date :
Delivery :
Ship Point: Our Plant
Manifest #:
Booking # :
Cont. Code:
Ship To PO:
Truck Lic.:
Cust. PO :

SOLD TO

REPUBLIC SERVICES  
 3905 OSLO ROAD  
 VERO BEACH, FL 32968

Quantity	Description	Fruit Size	Unit Price	Purchase Price
Miscellaneous Charges:				
10.00	GRAPPLE #1 09-18-17 21		95.00	950.00
10.50	GRAPPLE #1 09-19-17 22		95.00	997.50
8.50	GRAPPLE #1 09-20-17 23		95.00	807.50
10.50	GRAPPLE #1 09-21-17 24		95.00	997.50
10.50	GRAPPLE #1 09-22-17 25		95.00	997.50
10.00	GRAPPLE #1 09-23-17 26		95.00	950.00
8.50	GRAPPLE #1 09-24-17 27		95.00	807.50
9.00	GRAPPLE #2 09-23-17 28		95.00	855.00
6.00	GRAPPLE #2 09-24-17 29		95.00	570.00
7.50	TRK #12 09-24-17 30		90.00	675.00
9.00	TRK #19 09-18-17 31		90.00	810.00
9.50	TRK #19 09-19-17 32		90.00	855.00
9.50	TRK #19 09-20-17 33		90.00	855.00
6.00	TRK #19 09-21-17 34		90.00	540.00
9.50	TRK #19 09-22-17 35		90.00	855.00
9.50	TRK #19 09-23-17 36		90.00	855.00
7.50	TRK #19 09-24-17 37		90.00	675.00
6.50	TRK #23 09-13-17 (TURNED IN LATE) 38		90.00	585.00
10.00	TRK #24 09-18-17 39		90.00	900.00
10.50	TRK #24 09-19-17 40		90.00	945.00
8.50	TRK #24 09-20-17 41		90.00	765.00
10.50	TRK #24 09-21-17 42		90.00	945.00
10.50	TRK #24 09-22-17 43		90.00	945.00
10.00	TRK #24 09-23-17 44		90.00	900.00
8.50	TRK #24 09-24-17 45		90.00	765.00
<del>PO#6828720</del>				

*PO 6828720*  
*RC 12272443*

Fruit Totals	.00
Misc. Charges	20,802.50
<b>Total Due</b>	<b>20,802.50</b>

Grapple \$7,932.50  
 Trailers \$12,870.00

Thank You

WORK DAY	SITE NAME	ATTANDANT NAME	HRS WORKED	Doc. Ref.#
9/7/2017	FELLESHERE	KYLE RAZAWICH	11.13	#1
9/7/2017	OSLO	BRUCE JENJINS	11.08	#2
9/7/2017	OSLO	ANTHONY TIERCE	8.18	#3
9/7/2017	OSLO	FARCIOT FORREST	10.45	#4
9/12/2017	ROSELAND	GILBERT SANDERSON	7.93	#5
9/12/2017	ROSELAND	EVAN RAZAWICH	4.75	#6
9/12/2017	WINTER BEACH	BERNARD HIGGINS	4.58	#7
9/12/2017	GIFFORD	DENTIST HALL	5.22	#8
9/13/2017	ROSELAND	GILBERT SANDERSON	10.75	#9
9/13/2017	ROSELAND	EVAN RAZAWICH	10.23	#10
9/13/2017	WINTER BEACH	BERNARD HIGGINS	11.52	#11
9/13/2017	FELLSMERE	KYLE RAZAWICH	11.13	#12
9/13/2017	GIFFORD	DENTIST HALL	9.08	#13
9/13/2017	GIFFORD	DAMIEN JENKINS	7.58	#14
9/13/2017	OSLO	BRUCE JENJINS	10.5	#15
9/13/2017	OSLO	FARCIOT FORREST	8.38	#16
9/14/2017	Oslo	ANTHONY TIERCE	10.02	#17
9/14/2017	OSLO	BRUCE JENKINS	8.85	#18
9/14/2017	FELLESHERE	KYLE RAZAWICH	11.32	#19
9/19/2017	ROSELAND	GILBERT SANDERSON	10.45	#20
9/19/2017	ROSELAND	EVAN RAZAWICH	10.37	#21
9/19/2017	WINTER BEACH	BERNARD HIGGINS	11.5	#22
9/19/2017	GIFFORD	FARCIOT FORREST	7.85	#23
9/19/2017	GIFFORD	DAMIEN JENKINS	9.28	#24
9/21/2017	FELLESHERE	KYLE RAZAWICH	10.95	#25
9/21/2017	OSLO	BRUCE JENJINS	8.87	#26
9/21/2017	OSLO	ANTHONY TIERCE	8.17	#27
		Temp Worker Name		
9/13/2017	Winter Beach	Daniel Neil	10	#28
9/13/2017	Fellsmere	Daniel Kwame	10	#29
9/13/2017	Oslo	William Hardy	10	#30
9/13/2017	Oslo	Eric Simmons	8	#31
9/14/2017	Fellsmere	Onesi Jackson	7	#32
9/14/2017	Oslo	Daniel Neal	10	#33
9/14/2017	Oslo	Daniel Kwame	10	#34
9/19/2017	Winter Beach	Onesi Jackson	7.5	#35
9/21/2017	Fellsmere	Derrick White	9	#36
9/21/2017	Oslo	Alley Haynes	10	#37
9/21/2017	Oslo	Trevor Daniel	10	#38
		Total Hours	351.62	
		Hourly Cost \$37.13		
		Total Cost =	\$13,055.65	



17-0957 BCL  
Approved 9-12-17

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

**THIS TENTH AMENDMENT TO CONTRACT AGREEMENT INDIAN RIVER COUNTY SOLID WASTE DISPOSAL DISTRICT, INDIAN RIVER COUNTY, FLORIDA SOLID WASTE OPERATIONS AND MAINTENANCE** (“Tenth Amendment”) is entered into as of the 12 day of September, 2017 by and between Indian River County Solid Waste Disposal District, a dependent special district of Indian River County, Florida, whose address is 1801 27<sup>th</sup> 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; and the Ninth Amendment and Extension to Contract Agreement, dated February 21, 2017 (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:

**Landfill Gas Wells:**

Republic Services shall through its subcontractor, SCS Field Services (SCS), proceed with the attached proposal to Install Horizontal Landfill Gas Collectors in the amount of \$55,000. In addition, an As-Built Survey for this work shall be performed on a time and materials basis not to exceed \$5,000. Please note, the well abandonment task of the proposal was previously approved and is not included in this authorization. The cost for this work shall be included with the next monthly invoice after the work is completed. This work shall be completed by September 30, 2017.

**Hurricane Preparedness Plan:**

Republic Services has provided a Hurricane Preparedness Plan for the 2017 Hurricane Season and is included as an attachment to this amendment. This plan is intended to allow for the seamless disposal of storm debris at the landfill and at the Customer Convenience Centers with the least amount of effect on the residents of Indian River County. Upon declaration of a state of emergency and as duly authorized by the County Administrator, Republic Services shall provide and be compensated for additional services as outlined in the plan.

3. Article 5 – GENERAL PROVISIONS of the Contract is modified to include Section P, Q, R, S and T as follows:

**P. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

In compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), Franchisee shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Q. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.**

Franchisee shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to SWDD and the Regional Office of the Environmental Protection Agency (EPA).

**R. Debarment and Suspension (Executive Orders 12549 and 12689)**

Consistent with 2 CFR 180.220, Franchisee shall not be listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp.,



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p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

S. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Franchisee shall file the required certification per 31 U.S.C. 1352. Franchisee certifies that it shall not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Franchisee shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the non-Federal award.

T. §200.322 Procurement of recovered materials.

To the extent applicable, Franchisee shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4. **Ratification.** Except as specifically provided in this Tenth 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 Tenth Amendment to be executed by their respective duly authorized officers as of the day and year first written above.

Attest:

(Owner)

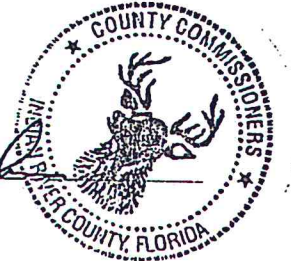
Jeffrey R. Smith, Clerk of Court and  
Comptroller

Solid Waste Disposal District  
Indian River County, Florida

By:

Carri Collins - Dieter  
Deputy Clerk

Joseph E. Fleischer  
Joseph E. Fleischer, Chairman



Date Approved by SWDD: September 12, 2017

Approved By:

Approved as to Form and Legal Sufficiency By:

Jason E. Brown  
Jason E. Brown, County Administrator

Dylan T. Reingold  
Dylan T. Reingold, Esq., 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

Steven Clauss

Glenn Kavanagh

Print Name: Steven Clauss

Print Name: GLENN KAVANAGH

Tricia Blystone

Print Title: GENERAL MGR.

Print Name: Tricia Blystone

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**Hurricane Preparedness Plan**  
**Indian River County Landfill and Customer Convenience Centers**  
**Managed by Republic Services of Florida, Limited Partnership (Republic Services)**

This hurricane preparedness operation plan for the operation of the Indian River County Landfill and Customer Convenience Centers (CCCs) by Republic Services pursuant to that certain Contract Agreement Indian River County Solid Waste Disposal District, Indian River County, Florida Solid Waste Operations and Maintenance, as amended, is intended to allow for the seamless disposal of storm debris with the least amount of effect on residents of Indian River County.

Once a named storm is tracked to the Central Coast of Florida in the proximity of Indian River County, Republic Services will have all of the material at the CCCs emptied by hauling the waste to the Indian River County Landfill. Republic Services will continue the operations of both the landfill and the CCCs until a decision for closure is issued by Indian River County with the agreement of Republic Services. In the event that Republic Services has made a good faith attempt to make contact with Indian River County regarding closure, and is unable to do so and deems it unsafe to continue operation of the landfill or/and CCCs, then Republic Services may discontinue services at the landfill and CCCs.

Republic Services will return to the landfill and the CCCs as soon as it is safe to do so after the storm. Republic Services' first priority with respect to services provided to Indian River County will be to assess and document damages at the landfill and the CCCs and to assist in reopening all of the facilities as soon as possible.

There may be additional costs to Indian River County to operate the landfill and CCCs after the storm as detailed below.

CCC Personnel Costs:

The personnel costs consist of the costs to bring employees in for hours in addition to usual and customary hours. Further, if clean-up efforts require additional man-hours to perform proper operation of the CCCs, this will require employees to work beyond usual and customary hours and will require Republic Services to recoup the extra costs. The below amount covers the cost per man-hour to open for additional days/times and/or the additional time required to effectively operate the CCC post-hurricane.

**Cost for CCC laborer man-hour: \$37.13/hour/man**

CCC Operating Costs:

Republic Services will make commercially reasonable efforts to clean up all storm debris at the CCCs in a timely manner. If Indian River County requests expedited clean up, Republic Services will hire third party personnel and clam truck services to perform duties. All third party personnel and services will be billed in addition to hauling and personnel costs. **Cost for CCC operations post-hurricane: to be determined by Republic Services**

CCC Hauling Costs: 411 255 34 - 0 33 489

In order to segregate the tonnage of storm debris from normal waste at the CCCs, Republic Services will submit the waste hauled to the Indian River County Landfill for the previous 6 months, which shall be reconciled with Indian River County's calculation. These amounts will be adjusted for any seasonality and agreed to by Indian River County. Any additional tonnage over the monthly average in the 2 months following the storm that is hauled to the Indian River County Landfill from the CCCs, shall be considered storm debris and shall be charged at the incremental rate stated below.

In order to convert the tonnage hauled to a yardage measurement, the appropriate conversion rate shall be: 1 cubic yard = 300 lbs.

**Cost for hauling additional tonnage from CCC to Indian River County Landfill: \$8.15/cubic yard**



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In order to facilitate the inflow of additional storm debris material, the operation of the landfill will also experience additional costs in order to effectively manage the material and comply with all state and federal statutes.

**Landfill Equipment Costs:**

Republic Services will use commercially reasonable efforts to effectively and efficiently use all current equipment to manage excessive storm debris. Renting equipment to provide incremental assistance may be required, but not available in the aftermath of a hurricane. If equipment becomes available is required, Indian River County shall reimburse Republic Services for such rental. Republic Services will also attempt to mobilize equipment from other operating divisions. Any additional costs incurred for this mobilization and usage will be reimbursed by Indian River County.

**Cost for Landfill Equipment mobilization and usage: to be determined by Republic Services**

**Landfill Additional Costs:**

In case of catastrophic damage, there may be additional costs to operate the Indian River County Landfill that shall be reimbursed by Indian River County. Examples of such costs are: additional rock to shore up access roads to allow traffic flow the landfill waste reception area; additional costs to pump excessive leachate to not overwhelm the current system. In preparation for any catastrophic storm event, Republic Services can accumulate rock and cover at the Indian River County Landfill. If Indian River County elects to absorb costs for accumulation of rock and cover, the associated costs will be provided to the County for approval prior to purchase and accumulation.

**Landfill Additional Costs: to be determined by Republic Services**

Republic Services will provide all documentation associated with the additional services to return the landfill and the CCCs to normal operations. Such documentation will include time sheets, truck counts including container sizes and any additional information reasonably requested by Indian River County to verify the costs. Baseline information prior to the storm shall be provided with the documentation.

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