

**CCNA2018 WORK ORDER 44  
AMENDMENT NO. 3**

**LANDFILL GAS SKID MODIFICATIONS AND PIPELINE EXTENSION**

This Amendment No. 3 to Work Order Number 44 is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2023, 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:**

\_\_\_\_\_  
**Michael C. Zito, Interim County Administrator**

**Approved as to form and legal sufficiency:**

\_\_\_\_\_  
**Dylan Reingold, County Attorney**

## AMENDMENT NO. 3

### WORK ORDER NUMBER 44

## LANDFILL GAS FLARE SKID IMPROVEMENTS AND PIPELINE EXTENSION

### EXHIBIT A

### SCOPE OF WORK

#### PROJECT UNDERSTANDING

Indian River County (County) solid waste disposal district (SWDD) currently relies on a candlestick flare for landfill gas (LFG) emissions. The current blower flare skid was installed in 2004 and is in need of updating and reconfiguration for overall performance and efficiency, and to accommodate the renewable natural gas (RNG) project that is in development with the Indian River Eco District (IREDD). In addition, SWDD is working with a third-party to install a leachate evaporation system that may utilize landfill gas as a fuel source. To accommodate the RNG and evaporation projects, modifications to the LFG skid and an extension to the LFG pipeline are required. The proposed modifications will improve the LFG collection and control system by providing reliable vacuum pressure to the gas wellfield and ensure continuous delivery of dry, pressurized LFG to the evaporation and RNG projects.

Kimley-Horn and Associates, Inc. (Consultant) has partnered with BioGas Engineering (BioGas) to design, permit and bid the proposed improvements. Amendment No. 3 provides for additional design of the control panel required for the instrumentation to be installed in the storage tank, proposed flow meters (3) and mixer. This amendment also includes construction services for managing SWDD's pipeline contractor to complete the installation of the landfill gas and leachate pipelines, communications conduit and southeast swale.

#### SCOPE OF SERVICES

##### **Task 1: Landfill Gas Pipeline Design**

Subtask 1.1.3 has been amended as noted below.

##### ***Subtask 1.1 Preliminary Design Activities***

##### **1.1.1 Alignment for Survey Purposes**

No changes.

##### **1.1.2 Survey**

No changes.

##### **1.1.3 Geotechnical Data**

No changes.

***Subtask 1.2 Landfill Gas Pipeline Design***

1.2.1 30 Percent Design  
No changes.

1.2.2 60 Percent Design  
No changes.

1.2.3 90 Percent Design and Final Bid Package  
No changes.

1.2.4 Bidding and Project Management  
No changes.

***Subtask 1.3 Coordination with Heartland***

No changes.

**Task 2: Landfill Gas Skid Design**

Subtasks 2.3, 2.4 and 2.5 have been modified to accommodate minor changes to the scope of the project.

***Subtask 2.1 Request for Information***

No changes.

***Subtask 2.2 30 Percent Design***

No changes.

***Subtask 2.3 60 Percent Design***

No changes.

***Subtask 2.4 90 Percent Design and Final Bid Package***

No changes.

***Subtask 2.5 Bidding and Project Management***

No changes.

***Subtask 2.6 Permitting***

No changes.

**Task 3: SCADA Coordination and Electrical Considerations**

The previous scope for this task included coordination with the various design teams on the overall needs of a SCADA system. Since that time, SWDD engaged the County's consulting integrator to develop the control system to operate the various project components. This task is to be amended to include the physical design of the power feed and the panel layout for the control panel that will house the input/output signals for two

water level indicators, three flow meters, the tank mixer starters, and several open spaces for future additions to the panel (to be determined). This task will include panel sizing, identification of make/model for panel components, coordination with the County SCADA manager on approved products list, one coordination call with panel manufacturer, review of panel manufacturer shop drawing submittal, and up to four coordination calls with the various design teams/integrator. The panel and panel components will be procured directly by the County or third-party contractor.

#### **Task 4: Construction Administration (Not-to-Exceed)**

SWDD intends to contract with a pipeline contractor via an existing labor contract to complete the installation of the landfill gas and leachate pipelines, communications conduit and southeast swale (including removal of the existing hedge row, CMP drainage pipe between the two catch basins, and blocking up the western catch basin). The Consultant will provide construction administration services throughout the project construction limited to, to include the following subtasks. This task assumes 10 weeks of active construction. Should construction exceed 10 weeks, additional fees may be required to complete the project.

##### ***Subtask 4.1 Pre-Construction Meeting***

Consultant will prepare for and participate in an on-site pre-construction meeting with the contractor and SWDD. Consultant will respond to questions and requests for clarification, and document discussion in meeting minutes to be distributed within three business days of the meeting. The Consultant's project manager and engineer of record will participate in the meeting.

##### ***Subtask 4.2 Shop Drawing Review***

Consultant will review up to ten shop drawing submittals by the contractor and four resubmittals (not to exceed 24 hours). Consultant will prepare review comments for the contractor as needed and coordinate via virtual meetings with the contractor as needed (up to four).

##### ***Subtask 4.3 Progress Meetings***

Construction of this project is anticipated to take approximately 10 weeks. Throughout the duration, the Consultant will conduct bi-weekly progress meetings (five total) to discuss work completed, upcoming work, field changes, schedule, and budget issues (if any). The Consultant will prepare meeting minutes after each meeting for distribution to the project team. This subtask includes five biweekly progress meetings, plus an additional two meetings to be conducted as needed.

##### ***Subtask 4.4 Site Visits***

Consultant will conduct periodic site visits to observe construction progress. Site visits will primarily be conducted during testing, startup, and upon completion of subgrade project components before backfilling is completed. Consultant anticipates site visits to require approximately five hours per week during the 10-week construction period, by various team members (depending on the nature of the visit). An additional four hours per month (2.5 months) has been included in this task for additional site visits, as needed.

Daily logs will be completed for each site visit and be made available to SWDD upon request. If the construction phase exceeds 10 weeks, additional services may be required to complete this task.

***Subtask 4.5 Substantial and Final Completion***

Consultant will conduct a substantial completion walk through with SWDD and the contractor to compile a punch list of items to be completed/corrected prior to release of substantial completion retainage. A final completion walk through will be conducted once the contractor has met the contractual requirements for final completion. A final punch list will be compiled for distribution to the team and review by contractor.

***Subtask 4.6 Pay Applications, Change Orders and As-Built Survey***

Consultant will review up to 3 pay applications submitted by contractor and make recommendation for or against payment by SWDD. SWDD will be responsible for processing all payments to the contractor. In addition, Consultant will review and process up to two change orders by the contractor and facilitate completion of the required paperwork for procurement to utilize in amending the purchase order (if needed). As-built survey will be the requirement of the contractor. The Consultant will review the as-built survey upon receipt and request necessary changes from the contractor. SWDD and County staff will be responsible for all final paperwork needed to close out the contractor's purchase order.

**EXHIBIT B**

**AMENDED FEE SCHEDULE**

The Consultant will provide these services in accordance with our Continuing Consulting Engineering Services Agreement for Professional Services dated May 18, 2021, by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida (“COUNTY”) and Kimley-Horn and Associates, Inc., (“Consultant”).

Amendment No. 3 will increase the previous authorization by a total fee of \$46,384, for an amended Work Order Total of \$326,940, as detailed below. Tasks 1 through 3 will be provided on a lump sum fee basis. Task 4 will be invoice to SWDD on an hourly, not-to-exceed basis for costs incurred per invoice period. Individual task amounts are informational purposes only. All permitting, application, and similar project fees will be paid directly by the County.

**ESTIMATE FOR ENGINEERING SERVICES**

PROJECT: Centrate GST Conversion													
CLIENT: Indian River County													
ESTIMATOR: JTG													
TASK	DIRECT LABOR (MAN-HOURS)					AMENDMENT 3					Previous Total	Previous Expenses	Amended Total
	Senior Project Manager	Senior Civil Engineer	Civil Engineer	Senior Designer	Accounting/ Admin	KHA Labor Subtotal	Dir Exp (5%)	Subs		Amendment 3 Total			
								Survey	Geotech				
<b>Task 1 - Landfill Gas Pipeline Design</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 107,141</b>		<b>\$ 107,141</b>
1.1 Preliminary Design Services											\$ -		
1.1.1 - Alignment for Survey Purposes											\$ 3,320		\$ 3,320
1.1.2 - Survey											\$ 3,110		\$ 3,110
1.1.3 - Geotech											\$ 6,100		\$ 6,100
											\$ -		
1.2 Landfill Gas Pipeline Design											\$ -		\$ -
1.2.1 - 30% Design											\$ 8,420		\$ 8,420
1.2.2 - 60% Design											\$ 21,171		\$ 21,171
1.2.3 - 90% Design and Final Bid Package											\$ 9,890		\$ 9,890
1.2.4 - Bidding and Project Management											\$ 24,030		\$ 24,030
1.3 Coordination with Heartland											\$ 31,100		\$ 31,100
											\$ -		
<b>Task 2 - Landfill Gas Skid Design</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 154,407</b>	<b>\$ 8,000</b>	<b>\$ 162,407</b>
2.1 Request for Information											\$ 9,210		\$ 9,210
2.2 30% Design											\$ 29,200	\$ 8,000	\$ 37,200
2.3 60% Design											\$ 32,349		\$ 32,349
2.4 90% Design and Final Bid Package											\$ 35,595		\$ 35,595
2.5 Bidding and Project Management											\$ 33,663		\$ 33,663
2.6 Permitting											\$ 14,390		\$ 14,390
											\$ -		
<b>Task 3 - SCADA Coordination and Electrical Considerations</b>	<b>12</b>	<b>8</b>	<b>16</b>	<b>4</b>	<b>0</b>	<b>\$ 7,400</b>	<b>\$ 370</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,770</b>	<b>\$ 11,010</b>		<b>\$ 18,780</b>
<b>Task 4 - Construction Administration</b>	<b>62</b>	<b>43</b>	<b>80</b>	<b>0</b>	<b>10</b>	<b>\$ 36,775</b>	<b>\$ 1,839</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 38,614</b>	<b>\$ -</b>		<b>\$ 38,614</b>
4.1 Pre-Construction Meeting	4	2	2	0	0	\$ 1,660	\$ 83	\$ -	\$ -	\$ 1,743	\$ -		\$ 1,743
4.2 Shop Drawing Reviews	2	8	14	0	0	\$ 4,420	\$ 221	\$ -	\$ -	\$ 4,641	\$ -		\$ 4,641
4.3 Bi-Weekly Progress Meetings	14	5	14	0	4	\$ 6,745	\$ 337	\$ -	\$ -	\$ 7,082	\$ -		\$ 7,082
4.4 Site Visits	18	16	26	0	0	\$ 11,680	\$ 584	\$ -	\$ -	\$ 12,264	\$ -		\$ 12,264
4.5 Substantial and Final Completion	8	8	8	0	0	\$ 4,840	\$ 242	\$ -	\$ -	\$ 5,082	\$ -		\$ 5,082
4.6 Pay Applications and Change Orders	8	4	8	0	4	\$ 4,240	\$ 212	\$ -	\$ -	\$ 4,452	\$ -		\$ 4,452
4.7 Project Closeout	8	0	8	0	2	\$ 3,190	\$ 160	\$ -	\$ -	\$ 3,350	\$ -		\$ 3,350
						\$ -							
<b>TOTALS</b>	<b>74</b>	<b>51</b>	<b>96</b>	<b>4</b>	<b>10</b>	<b>\$ 44,175</b>	<b>\$ 2,209</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 46,384</b>	<b>\$ 272,557</b>	<b>\$ 8,000</b>	<b>\$ 326,941</b>

## **ADDITIONAL SERVICES**

The following services are not included in the Scope of Services for this project but may be required depending on circumstances that may arise during the execution of this project. Additional services may include, but not be limited to the following:

- Environmental Services (surface water impacts, gopher tortoise relocation, etc.)
- Construction Services
- Design of the RNG or evaporation system projects
- Stormwater modeling
- Electrical design beyond the minimal effort outlined herein

## **EXHIBIT C**

### **AMENDED TIME SCHEDULE**

The original schedule will be extended by approximately 30 days to accommodate additional services and design modifications (Task 3) and an additional 10 weeks for construction administration services.