

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

THIS TWENTY FIRST AMENDMENT TO CONTRACT AGREEMENT INDIAN RIVER COUNTY SOLID WASTE DISPOSAL DISTRICT, INDIAN RIVER COUNTY, FLORIDA SOLID WASTE OPERATIONS AND MAINTENANCE (“Twentieth Amendment”) is entered into as of the ___ day of _____, 2023 by and between Indian River County Solid Waste Disposal District, a dependent special district of Indian River County, Florida, whose address is 1801 27th 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 Eighth Amendment to Contract Agreement, dated December 15, 2016; the Ninth Amendment and Extension to Contract Agreement, dated February 21, 2017; the Tenth Amendment to Contract Agreement, dated September 12, 2017; the Eleventh Amendment to Contract Agreement, dated September 18, 2018; the Twelfth Amendment to Contract Agreement, dated September 10, 2019; the Thirteenth Amendment to Contract Agreement, dated March 3, 2020; the Fourteenth Amendment to Contract Agreement, dated July 14, 2020; the Fifteenth Amendment to Contract Agreement, dated February 16, 2021; the Sixteenth Amendment to Contract Agreement, dated February 1, 2022; the Seventeenth Amendment to Contract Agreement, dated April 5, 2022; the Eighteenth Amendment to Contract Agreement, dated October 18, 2022; the Nineteenth Amendment to Contract Agreement, dated January 31, 2023; and the Twentieth Amendment to Contract Agreement, dated March 7, 2023 (the “Contract”) for the Contractor to operate and maintain the SWDD landfill located at 1325 74th Avenue SW, Vero Beach, Florida (the “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 Landfill and the CCCs 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 strike the current Hurricane Preparedness Plan language and replace with the following language:
 - A. **Hurricane Preparedness Plan**:
 - a. Republic Services has provided a Hurricane Preparedness Plan for the 2023 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. The existing Article 1 – SCOPE OF WORK of the Contract is modified to include the following:
 - B. **Landfill Gas System Expansion**. The Contractor shall provide the landfill gas system expansion services in accordance with the attached proposal from SCS Field Services.
 - a. **Landfill Gas Expansion** – Contractor to provide the labor, equipment, fuel and materials to extend the four (4) existing Side Slope Collectors up to a total of 1,320 feet. The services shall include pre/post surveying and final as-built record drawings.
4. The existing Article 3 – COMPENSATION of the Contract is modified to include the following:
 - viii) A not-to-exceed payment of \$131,100, which includes a 15% management fee to Contractor, for the Expansion of the Landfill Gas System.
5. **Ratification**. Except as specifically provided in this Twenty First 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 Twenty First Amendment to be executed by their respective duly authorized officers as of the day and year first written above.

Attest:

Jeffrey R. Smith, Clerk of Court and
Comptroller
By:

Deputy Clerk

(Owner)

**Solid Waste Disposal District
Indian River County, Florida**

Joseph H. Earman, Chairman

Date Approved by SWDD: _____

Approved By:

John A. Titkanich, Jr., County Administrator

**Signed, sealed, and delivered in the presence
of:**

Print Name: _____

Print Name: _____

Approved as to Form and Legal Sufficiency By:

Dylan Reingold, County Attorney

**Republic Services of Florida, Limited Partnership
("Contractor")
By: Republic Services of Florida GP, Inc.,
its General Partner**

Print Name: _____

Print Title: _____

[remainder of page intentionally left blank]

2023 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 (Landfill) and Customer Convenience Centers (CCCs) by Republic Services pursuant to that certain Contract Agreement with 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.

1. 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 made. Republic Services and Indian River County will communicate in good faith and with the intent to come to a mutually agreeable decision with respect to the closure of the Landfill and the CCCs that takes into account the safety and protection of personnel and property.

2. Republic Services will develop a "Timeline for Closing" plan with Indian River County, which will take into account Republic Services' corporate requirements (including the safety of personnel, property, and assets) and Indian River County's cleanup needs. A conceptual closing and opening plan is provided below; the conceptual plan remains subject to change, depending on the requirements of the situation.

3. Republic Services will return to the Landfill and the CCCs as soon as it is safe to do so after the storm (i.e., upon issuance of an "all clear" to travel on county roads by IRC Emergency Services). 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 assist in reopening all facilities as soon as possible.

4. There may be additional costs to Indian River County to operate the Landfill and CCCs before or after the storm, as detailed below. In order to facilitate the inflow of additional storm debris material, the operation of the Landfill may result in additional costs in order to effectively manage the material and comply with all state and federal statutes. Republic Services will provide Indian River County with all documentation associated with the additional services provided 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 and shall include information related to pre-storm services and operations. Baseline information, including the number of employees for services and operations prior to the storm, shall be provided with the documentation.

A) 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 cleanup 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. In order to provide for an expedited cleanup, Republic Services may employ additional employees from traffic control in order to safely navigate hauling trucks into and out of the CCCs. This will require additional employees and will require Republic Services to recoup the extra costs. If pre-storm cleanup of the CCCs is required in order to handle the additional materials from the storm, this will require additional employees and will require Republic Services to recoup the extra costs.

Cost for CCC laborer man-hour: \$47.69/hour/man

B) 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.

Cost for CCC operations pre or post-hurricane is based on the cost for hauling additional tonnage from CCC to Indian River County Landfill as detailed below.

C) CCC Hauling Costs:

In order to segregate the tonnage of storm debris from normal waste at the CCCs, the average yard waste and average garbage hauled to the Indian River County Landfill from December 1, 2022 through May 31, 2023 (6 months prior to the start of the hurricane season) for all of the CCC's will be the basis for determining the impact of the storm debris. 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: \$25.00/cubic yard (This rate is subject to negotiation to mutually agreeable rate if market conditions have drastically been impacted by the storm)

D) Landfill Equipment Costs:

Republic Services will use commercially reasonable efforts to effectively and efficiently use all current equipment to manage excessive storm debris. Republic Services shall keep all current equipment in working order. SWDD is not responsible for additional equipment needed as a replacement for failure of equipment needed for normal operations. Notwithstanding the foregoing, renting equipment to provide incremental assistance may be required, but such equipment may not be available in the immediate aftermath of a storm. If additional equipment is required and becomes available, Republic Services will rent such required additional equipment, and Indian River County will reimburse Republic Services for Republic Services' cost of rental of such additional equipment, without markup. Republic Services will also attempt to mobilize equipment from other Republic Services operating divisions, and Indian River County will reimburse Republic Services for any additional costs incurred by Republic Services for such mobilization and usage of equipment from other Republic Services operating divisions, without markup. Republic Services will notify and obtain written approval from Indian River County of any rental or mobilization of such additional equipment.

Cost for Landfill Equipment mobilization and usage: to be determined by Republic Services, based on availability

E) Landfill Additional Costs:

In case of catastrophic damage, Republic Services may incur additional costs to operate the Indian River County Landfill, and such additional costs shall be reimbursed by Indian River County provided there is sufficient documentation and that Republic Services has notified and obtained written approval for these additional costs. Examples of such costs are: additional rock to shore up access roads to allow traffic flow to 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, based on necessity.

5. Conceptual Closing / Opening Plan. The conceptual plan and timeline noted below are by way of example only and are subject to change depending upon storm size/scope/severity and upon input from Republic Services and Indian River County. The safety of personnel, property, and equipment is Republic Services' top priority, and Republic Services acknowledges that Indian River County desires to reopen the Landfill and the CCCs as soon as possible after a storm.

A) Pre-Storm. Upon the approach of a named storm, Republic Services and Indian River County will conduct daily conference calls as part of planning and preparation. These calls will take place at 3pm or a mutually agreed upon time.

I) Between 48-72 Hours Out

- a. Close Oslo and Fellsmere.
- b. Redeploy Oslo and Fellsmere staff to other CCCs to assist as necessary, allowing Republic Services employees to rotate out to prepare their families and homes. In addition, it allows Republic Services equipment to be used at other CCCs in preparation **after** Oslo and Fellsmere are cleaned and ready for post storm.
- c. Conduct PSA to inform residents and businesses.

II) Between 24-48 Hours Out

- a. Suspend all garbage and recycle collection.
- b. All haulers advised of anticipated Landfill closure so they can have their trucks dumped and ready for post storm clean up.

III) Between 12-24 Hours Out

- a. All CCCs and Landfill closed to public.
- b. Haulers contacted.
- c. Begin shut down of Landfill operations and prepare road base for post storm.

B) Post-Storm. Following the removal of any restrictions/travel bans, Republic Services and SWDD will conduct an inspection of the Landfill and equipment, and an inspection of the CCCs, as soon as possible, and report its findings to Indian River County.

I) A staggered opening of CCCs will occur, with Oslo and Fellsmere being first, allowing the other 3 CCCs to be cleaned and prepped for opening.

II) Additional resources will be contacted and in place to deploy at Republic Services' direction.

III) Between 24-72 Hours Post-Storm (depending on severity)

- a. Resume normal garbage and recycle collection.
- b. Alternate sites identified, if necessary, for storm debris.

Himanshu Mehta

From: Lewis, Brian <BLewis@republicservices.com>
Sent: Tuesday, March 28, 2023 8:32 AM
To: Himanshu Mehta; Ron T. Jones
Cc: Wilson, Edwin
Subject: Indian River Landfill Side Slope Collector Extension Proposal
Attachments: IRLF Side Slope Collector Extension Proposal Final 2023.pdf

CAUTION: This message is from an external source. Please use caution when opening attachments or clicking links.

Gentlemen,

Please see the attached proposal to extend the remaining four side slope collectors at the Indian River Landfill.

Note: There will be a 15% management fee added by Republic Services, Inc. if you choose to proceed.

Thank you,

Brian Lewis
Post Collection Operations Manager

1327 74th Ave Southwest
Vero Beach, FL 32968
e BLewis@RepublicServices.com
o 772-794-2322 c 772-713-5560
w RepublicServices.com



We'll handle it from here.®

March 27, 2023

Brian Lewis
Landfill Operations Manager
Republic Services
1327 74th Ave SE
Vero Beach, FL 32968

Subject: Proposal to Extend Side Slope Collectors
 Indian River Landfill, Vero Beach, Florida

Dear Mr. Lewis:

SCS Field Services (SCS-FS) is pleased to provide this proposal to you for the subject work based on discussions between SCS-FS, Indian River County (County) and Republic Services (Republic). SCS-FS is prepared to schedule the work following approval by Republic. A summary of the scope of work and cost is outlined below.

SCOPE OF WORK

In August of 2021, the gas collection and control system (GCCS) was expanded into cell one of segment three. The GCCS expansion included ten side slope collectors (SC). Each SC had two or three separate collection pipes so that as waste is filled in cell two of segment three the collection pipes could be utilized at different elevations. In May and July of 2022 SCS-FS extended ten of the second highest side slope collector pipes. The waste has now reached the same elevation as the third highest and last remaining section of collection piping on four of the SCs. These collection pipes should be extended out into the cell floor of cell two at its current elevation so that additional landfill gas (LFG) can be captured by the GCCS and increase overall gas quality and flow at the LFG flare station.

SCS-FS will provide labor, equipment and materials to extend each SC collection pipe approximately 300 to 370 feet into cell two at a 5% slope so that LFG liquids drain back into the landfill. Each extension length will depend on site conditions, filling operations and any obstructions that may be encountered while trenching. The extension piping will be 6-inch HDPE SDR 11 perforated pipe. Geotextile fabric will be placed along the bottom of the trench and backfilled with six inches of crushed concrete. An additional foot of crushed concrete will be placed on top of the collection pipe once it is placed in the trench and the geotextile fabric will be wrapped over the top. Excavated waste will be used to backfill the remaining trench. Any excess waste that cannot be backfilled will be transported to the active fill area by SCS-FS. If SCS-FS determines that the depth of the trench has become too deep to use geotextile fabric the collector pipe will only be backfilled with six inches of crushed concrete below and one foot above the pipe.

SCS-FS and John B. Webb & Associates, Inc. (JBW&A) will stake out the existing top of pipe locations at each SC to be extended prior to the mobilization of equipment to the site. After the completion of the SC extensions SCS-FS and JBW&A will perform an as built field survey of each extension pipe. JBW&A will update the as built plans that were provided by the County.



SCS-FS anticipates completing the four SC extensions in one mobilization.

COMPENSATION

The cost to perform the work will be invoiced on a time and materials basis based on the following unit rates:

Description	Rate	Qty.	Sub-Total
Project Management	\$6,000	LS	\$6,000
Survey/As Builts	\$2,750/Day	2 Days	\$5,500
Mobilization/Demobilization	\$3,500	1 Ea.	\$3,500
Side Slope Collection Extension Installation	\$75/FT	1,320 FT	\$99,000
Total:			\$114,000

CLOSING

SCS-FS appreciates the opportunity to provide our proposal to Republic Services. If you have any questions or require any additional information, please contact Brian Basconi at 401-486-4897.

Sincerely,



Brian Basconi
Project Manager
SCS Field Services



Garold (Tony) A. Cartee
Regional Manager
SCS Field Services

BB/GAC

Figure Attached.

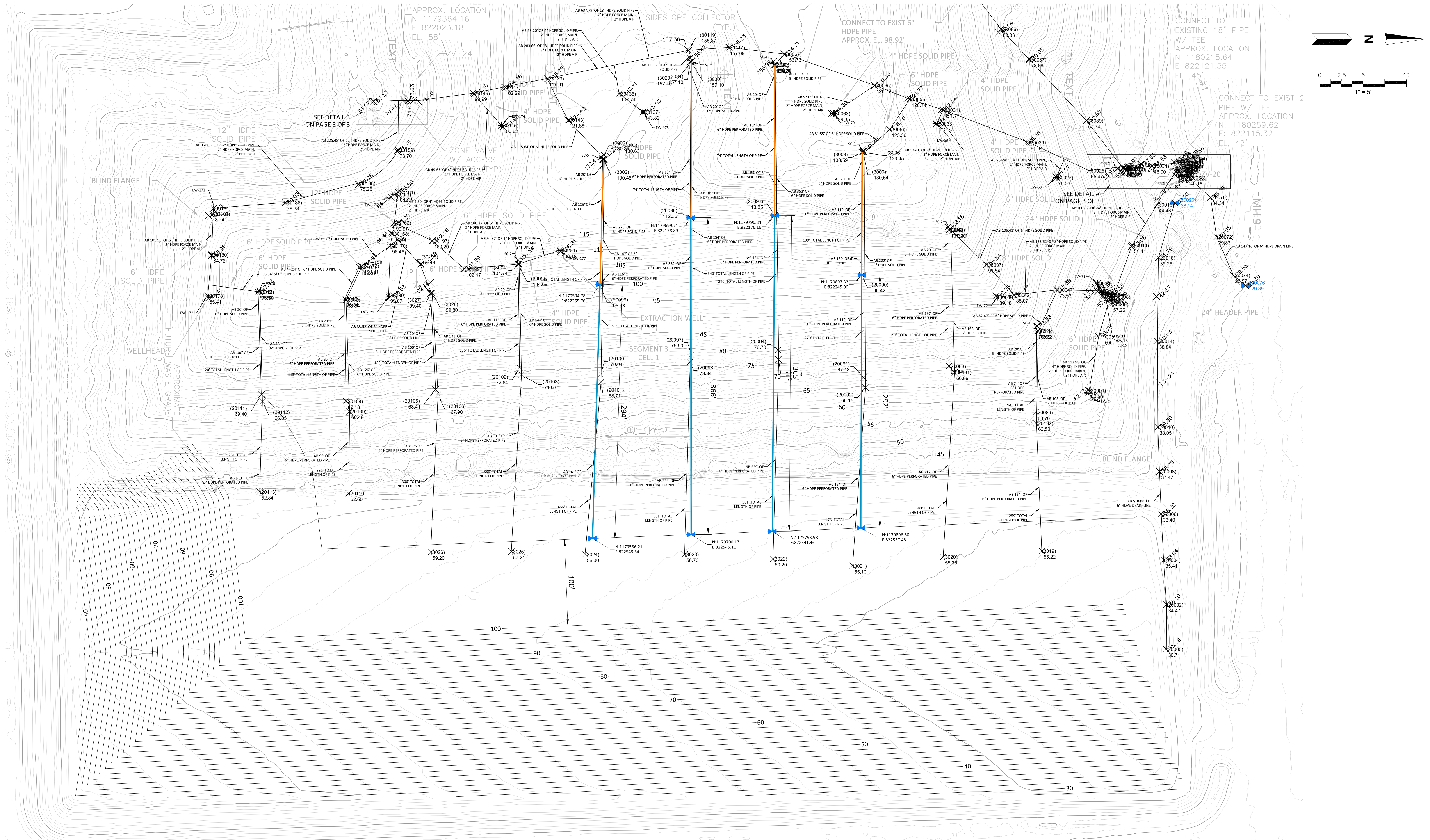


Figure 1.