

WORK ORDER _____

This Work Order Number _____ is entered into as of this _____ day of _____, _____, pursuant to that certain Continuing Contract Agreement, dated May 2, 2023 (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 mutually agreed upon lump sum or maximum amount not-to-exceed professional fee. Any additional costs must be approved in writing, and at a rate not to exceed the prices set forth in Exhibit B (Rate Schedule) of the Agreement, made a part hereof by this reference. The Consultant will perform the professional services within the timeframe more particularly set forth in Exhibit A (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:

By: 

Print Name: Christopher J. Hollen, PE

Title: Vice President

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

By: _____
Joseph E. Flescher, Chairman

BCC Approval Date: _____

Attest: Ryan L. Butler, Clerk of Court and Comptroller

By: _____
Deputy Clerk

By: _____
John A. Titkanich, Jr., County Administrator

Approved as to form and legal sufficiency:

Jennifer W. Shuler, County Attorney

WORK ORDER NUMBER —
FISCAL YEAR 2024 – 2025 FULL COST ACCOUNTING, FINANCIAL ASSURANCE
AND LANDFILL DEPLETION MODEL

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 the following Scope of Services for the preparation of the Full Cost Accounting Evaluation (Fiscal Year 2024-2025), Financial Assurance (FY 2025-2026), and Closure Cost Estimate Update. The Scope of Services will also include the incorporation of results of the survey into an update of the depletion model, developed during the previous work authorization, into the Financial Assurance report or via standalone technical memorandum to simulate the filling sequence of the available airspace to more accurately predict the timing for construction of future cells.

This year's updates will include the use of a new closure cost estimate (prepared by others), rather than the previous annual inflation rate adjustments. The report tables will also be updated to now reflect all active cells, as Segment 3, Cell 3 began receiving waste during this reporting period.

SCOPE OF SERVICES

Task 1: Full Cost Accounting Evaluation for Fiscal Year 2024 - 2025

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 FY25-26

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, and apply the factor to the latest Closure Cost Estimate prepared by a third party consultant in December 2024. The December 2024 Closure Cost Estimate was approved by FDEP for the active cells of the Class I landfill at the time. CONSULTANT will include escrow account balance recommendations for Fiscal Year 2023-2024, and escrow budget recommendations for Fiscal Year 2024-2025.

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 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 I, II and III portions of the Class I landfill, and the C&D disposal facility. Deliverables accompanying the survey are as described in MM&T’s proposal, attached.

For the Class I Landfill (Segments I, II, and III), the analysis will include an evaluation of the waste compaction, so the COUNTY may determine whether Republic Services is meeting its contractual compaction requirements.

CONSULTANT will update the tables and report to incorporate in the analysis the closure and long-term care cost assessment of the additional active cell 3 for Segment 3.

Task 3: Landfill Depletion Model

Preparation of the FA and FCA (Tasks 1 and 2) typically rely on total permitted capacity of each cell or segment of the landfill to determine the anticipated closure date for financial planning; however, in reality, the full capacity of a cell cannot be reached until the subsequent cell is constructed to a certain elevation to reach the last of the usable air space in the prior cell.

Constructability limits the ability to discretely close one cell before moving to the next cell. The CONSULTANT will utilize a depletion model for Class 1 waste developed in a previous work authorization to more accurately determine when the next cell must be online in order to maximize the capacity in the active cell. The results of the volumetric survey obtained under this scope of services will be incorporated into an update to the depletion model, and summarized as an appendix to the Financial Assurance or standalone technical memorandum.

Waste generation will be projected using historical data and adjusted utilizing BEBR population projections to incrementally increase the volume of waste anticipated in future years. Population projection growth will be used with straight line interpolation between data points (BEBR publishes 5-year increments). A Civil 3D surface will be generated, representative of the current volumetric survey, and incorporated into the existing depletion model to reflect current conditions. The updated results will be summarized in a technical memorandum to be incorporated as an appendix to the Financial Assurance report or standalone technical memorandum.

Deliverables

| | |
|-------------|---|
| Task 1 | Draft Tables, draft and final reports |
| Task 2 | Draft and final reports |
| 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 |
| Task 3 | Summary memorandum |

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 2024-2025 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:

| | Principal | Senior Professional | Professional | Professional 2 | Total |
|--|-----------|---------------------|--------------|---------------------------|-----------|
| Task 1 - Full Cost Accounting Evaluation | 4 | 8 | 16 | 12 | \$ 9,940 |
| Task 2 - Financial Assurance | | | | | \$ - |
| Subtask 2.1 - Closure Cost Adjustment | 4 | 4 | 20 | 16 | \$ 10,140 |
| Subtask 2.2 - Financial Assurance Report | 4 | 8 | 44 | 30 | \$ 19,140 |
| Task 3 - Landfill Depletion Model | 4 | 8 | 30 | 24 | \$ 15,140 |
| | | | | Total Labor | \$ 54,360 |
| | | | | Subconsultant MM&T Survey | \$ 22,695 |
| | | | | Total Lump Sum Fee | \$ 77,055 |

EXHIBIT C

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 |
| Task 3 | Landfill Depletion Model | 60 days from Notice to Proceed |