SECOND EXTENSION AND AMENDMENT TO AGREEMENT FOR DISASTER DEBRIS MANAGEMENT SERVICES

This Second Extension to that certain Agreement to provide Disaster Debris Management Services is entered into effective as of April 21, 2024 by and between Indian River County, a political subdivision of the State of Florida ("County") and <u>CrowderGulf Joint Venture, inc.</u> ("Contractor").

BACKGROUND RECITALS

WHEREAS, the County and the Contractor entered into an Agreement for Disaster Debris Management Services effective April 21, 2020; and

WHEREAS, Article 3 of the Agreement contains the term and renewal provisions; and

WHEREAS, the first term commenced effective as of April 21, 2020 and ended on April 20, 2022; and

WHEREAS, the first renewal term commenced effective as of April 21, 2022 and will end on April 20, 2024; and

WHEREAS, pursuant to the Agreement, the parties desire to extend the Agreement for an additional two years; and

WHEREAS, Article 10 of the Agreement provides Federal Clauses; and

WHEREAS, the parties desire to incorporate a new Federal Clause.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Contractor agree as follows:

- 1. The background recitals are true and correct and form a material part of this Second Extension.
- 2. The second renewal term shall commence effective April 21, 2024 and shall end on April 20, 2026. This is the final renewal available.
- 3. Paragraph 10.01 P is added as follows:
 - P. Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

4.All other terms and provisions of the Agreement shall be unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Extension to be executed effective the day and year first set forth above.

Contractor	INDIAN RIVER COUNTY, FLORIDA. BOARD OF COUNTY COMMISSIONERS		
By:	Bv·		
Printed name:	By:Susan Adams, Chairman		
Title:			
(Corporate Seal)	Attest: Ryan L. Butler, Clerk of Circuit Court And Comptroller		
Date:	By:		
	Deputy Clerk		
	Approved:		
	John A. Titkanich, Jr.		
	County Administrator		
	Approved as to form and legal sufficiency:		
	K. Keith Jackman		
	Assistant County Attorney		

PROPOSAL PRICING FORM

Proposer submits the following prices for the work described in this solicitation:

Assumed 12 Hour Day

Cat.	Description		Cost Per Unit	
First Push Equipment	Wheeled Loader (Cat 930 – Deere 524 size Equivalent or Larger)	DAY	\$	1,740.00
	Grader (Cat 12 or Deere 670 size Equivalent or Larger)	DAY	\$	1,740.00
距距	Skid Steer (Deere 330 size or Equivalent or Larger)	DAY	\$	1,200.00
72	0-1S Miles Veg from Right of Way (ROW) to DMS	CY	\$	8.60
Vegetative Collect and Haul	16-30 Miles Veg from ROW to DMS	CY	\$	8.65
geta t an	31-60 Miles Veg from ROW to DMS	CY	\$	8.90
Veg	>60 Miles Veg from ROW to DMS	CY	\$	9.50
ర	Single Price Veg from ROW to DMS	CY	\$	8.90
2 4	Grinding/chipping vegetative debris	CY	\$	2.95
nen	Air Curtain Burning vegetative debris	CY	\$	2.30
ager	Open Burning vegetative debris	CY	\$	1.90
Management and Reduction	Compacting vegetative debris	CY	\$	2.00
~ ē	Debris Preparation, management, and segregation at DMS	CY	\$	1.60
pu	0-15 Miles C&D from Right of Way (ROW) to DMS	CY	\$	8.60
ct _	16-30 Miles C&D from ROW to DMS	CY	\$	8.65
Collec	31-60 Miles C&D from ROW to DMS	CY	\$	8.90
C&D Collect and Haul	>60 Miles C&D from ROW to DMS	CY	\$	9.50
చ	Single Price C&D from ROW to DMS	CY	\$	8.90
Final Disposal	0-15 Miles from DMS to Final Disposal	CY	\$	2.98
	16-30 Miles from DMS to Final Disposal	CY	\$	4.98
Disp	31-60 Miles from DMS to Final Disposal	CY	\$	5.85
inal	>60 Miles from DMS to Final Disposal	CY	\$	7.20
Œ.	Single Price from DMS to Final Disposal	CY	\$	7.20
Tree Operations	Remove Hazardous Trees 6"-12" trunk	Tree	\$	35.00
	Remove Hazardous Trees 13"-24" trunk	Tree	\$	2011 (AST 11 (12 C 12 C)
	Remove Hazardous Trees 25"-36" trunk	Tree	\$	150.00
	Remove Hazardous Trees 37"-48" trunk	Tree	\$	230.00
	Remove Hazardous Trees 49" or larger	Tree	\$	275.00
Tree	Remove Hazardous Limbs >2" from tree	Tree	\$	95.00
'	Remove Hazardous Stumps 24"-36" diameter	Stump	\$	180.00
	Remove Hazardous Stumps 37"-48" diameter	Stump	\$ '	

Tree Operations Note: Debris resulting from Hazardous Trees and Limbs will be placed on the safest location on the ROW for Collection as normal ROW Debris.

Page 27 of 47

Tipping / Disposal Fees for all line items will be a pass through cost to the County at no markup.

Cat.	Description	Unit	Cost Per Unit
	Remove Hazardous Stumps >49" diameter	Stump	\$ 300.0
	Fill dirt for stump holes after removal	CY	\$ 15.00
	Debris Removal from canals, rivers, creeks, streams, and ditches	CY	\$ 42.00
W.	Pick up, screen, and return debris laden sand/mud/dirt/rock	CY	\$ 16.90
	Removal of eligible vehicles	EA	\$ 90.00
	Removal of eligible vessel from land	LF	\$ 35.00
Specialty Removal	Removal of eligible vessel from waterway	LF	\$ 60.00
	Carcass and Putrescent Removal (animals/organic fleshy matter)	LB	\$ 1.90
	Fish and Marine Wildlife Carcass Removal (Red Tide/Beach Related Impacts)	CY	\$ 80.00
	White Goods from Row to Disposal	EA	\$ 35.00
	Freon Management and Recycling	EA	\$ 30.00
	Demolition of Private Structure Non-RACM	CY	\$ 16.00
	E-waste containing hazardous materials (CRT, computers, monitors and TVs)	EA	\$ 35.00
	Silt Removal *Land Based Operations*	CY	\$ 18.00
	Bio-waste	LB	\$ 8.95
	HHW	LB	\$ 6.00
Restoration	Beach/Lake Restoration (Berm/Beach Construction)	CY	\$ 32.00
	Canal Shoreline Restoration Alternate Proposed Rate: \$48.00 per Linear Foot	CY	\$ 28.00

Land Based Operations

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto, including the FEMA "Debris Management Guide" (located at https://www.fema.gov). Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

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CrowderGulf Joint Venture, Inc.	5435 Business Parkway				
Name of Firm	Address				
John Townsay	Theodore, AL 36582				
Authorized Signature	City, State, Zip Code				
President & CEO	800-992-6207				
Title	Phone				
02/14/2020	jramsay@crowdergulf.com				
Date Signed	F-mail				