

FIRST EXTENSION TO AGREEMENT
FOR PROVIDING DISASTER DEBRIS REMOVAL AND DISPOSAL
SERVICES FOR INDIAN RIVER COUNTY, FLORIDA

This First Extension to Agreement for Providing Disaster Debris Removal and Disposal Services (herein after "First Extension") to provide disaster debris removal and disposal services is entered into this _____ day of March, 2017 by and between Indian River County, a political subdivision of the State of Florida ("County") and Ceres Environmental Services, Inc., a Minnesota corporation authorized to do business in the State of Florida ("Contractor").

BACKGROUND RECITALS

- A. Effective April 5, 2016, the County and the Contractor entered into an Agreement for Disaster Debris Removal and Disposal Services (herein after, "Agreement").
- B. Article 8 of the Agreement contains the term and renewal provisions and the General Conditions of the Agreement contains the price increase provisions.
- C. Pursuant to the Agreement, the parties desire to renew the Agreement by this First Extension, include the Consumer Price Index (CPI) price increase and include the Federal Clauses as part of the Agreement herein.

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 First Extension.
- 2. The Agreement for Providing Disaster Debris Removal and Disposal Services is hereby extended from April 5, 2017 until April 4, 2018.
- 3. The parties agree that the prices set forth in the Agreement will be increased due to the yearly CPI increase of 1.6%, and the increased prices are set forth on Exhibit A attached hereto and made a part hereof.
- 4. As this is a contract with the possibility of reimbursement using federal funds, the following Federal Clauses shall be included with the Agreement and County and Contractor will adhere to the following, as applicable to this work:
 - a.) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended)—Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will 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. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
 - b.) DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
 - c.) Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
 - d.) No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

- e.) Program Fraud and False or Fraudulent Statements or Related Acts: The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

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

Ceres Environmental Services, Inc.

INDIAN RIVER COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Jason E. Brown, County Administrator

By: David G. Brown
(Authorized Signature) *Sr. V.P.*

By: _____
Joseph E. Flescher, Chairman, Board of County Commissioners

NO SEAL
(Corporate Seal)

Approved as to form and legal sufficiency:

Date 3-8-17

Dylan Reingold, County Attorney

Attest: Jeffrey R. Smith, Clerk of Circuit Court
And Comptroller

By: _____
Deputy Clerk

Exhibit A
 Disaster Debris Removal and Disposal
 Prices For First Extension

Firm: Ceres Environmental Services, Inc.

Category	Description	Unit	Cost Per Unit
Vegetative Collect and Haul	0-15 Miles Veg from Right of Way (ROW) to Debris Management Site (DMS)	CY	\$ 7.54
	16-30 Miles Veg from ROW to DMS	CY	\$ 8.07
	31-60 Miles Veg from ROW to DMS	CY	\$ 9.11
	>60 Miles Veg from ROW to DMS	CY	\$ 10.61
	Single Price Veg from ROW to DMS	CY	\$ 9.11
Management and Reduction	Grinding/chipping vegetative debris	CY	\$ 2.28
	Air Curtain Burning vegetative debris	CY	\$ 1.07
	Open Burning vegetative debris	CY	\$ 0.18
	Compacting vegetative debris	CY	\$ 0.49
	Debris Preparation, management, and segregation at debris management site	CY	\$ 1.97
C&D Collect and Haul	0-15 Miles C&D from Right of Way (ROW) to Debris Management Site (DMS)	CY	\$ 7.54
	16-30 Miles C&D from ROW to DMS	CY	\$ 8.07
	31-60 Miles C&D from ROW to DMS	CY	\$ 9.11
	>60 Miles C&D from ROW to DMS	CY	\$ 10.61
	Single Price C&D from ROW to DMS	CY	\$ 9.11
Final Disposal	0-15 Miles from DMS to Final Disposal	CY	\$ 3.50
	16-30 Miles from DMS to Final Disposal	CY	\$ 4.19
	31-60 Miles from DMS to Final Disposal	CY	\$ 5.06
	>60 Miles from DMS to Final Disposal	CY	\$ 6.08
	Single Price from DMS to Final Disposal	CY	\$ 5.06
	Tipping Fees (Vegetative) Pass through amount [Line Item Deleted by Addendum #4]		
	Tipping Fees (Mix) Pass through amount [Line Item Deleted by Addendum #4]		
	Tipping Fees (C&D) Pass through amount [Line Item Deleted by Addendum #4]		


Exhibit A
Disaster Debris Removal and Disposal
Prices For First Extension

Category	Description	Unit	Cost Per Unit
Tree Operations	Remove Hazardous Trees 6"-12" trunk	Tree	\$ 58.93
	Remove Hazardous Trees 13"-24" trunk	Tree	\$ 129.03
	Remove Hazardous Trees 25"-36" trunk	Tree	\$ 191.01
	Remove Hazardous Trees 37"-48" trunk	Tree	\$ 242.82
	Remove Hazardous Trees > 48" trunk (per Addendum 1)	Tree	\$ 302.77
	Remove Trees with Hazardous Limbs >2" from tree (per addendum 1)	Tree	\$ 86.20
	Remove Hazardous Sumps 24"-36" diameter	Stump	\$ 119.89
	Remove Hazardous Sumps 37"-48" diameter	Stump	\$ 170.69
	Remove Hazardous Sumps >49" diameter	Stump	\$ 221.49
	Fill dirt for stump holes after removal	CY	\$ 27.14
Specialty Removal	Debris Removal from canals, rivers, creeks, streams, and ditches	CY	\$ 30.25
	Pick up, screen, and return debris laden sand/mud/dirt/rock	CY	\$ 17.10
	Removal of eligible vehicles	EA	\$ 195.07
	Removal of eligible vessel from land	LF	\$ 42.22
	Removal of eligible vessel from waterway	LF	\$ 101.49
	Carcass and Putrescent Removal (animals and organic fleshy matter)	LB	\$ 0.77
	White Goods from Row to Disposal	EA	\$ 36.58
	Freon Management and Recycling	EA	\$ 31.50
	Demolition of Private Structure see Note below	CY	\$ 18.45
	Ewaste containing hazardous materials (CRT, computers, monitors and TVs)	EA	\$ 30.28
	Silt Removal	CY	\$ 10.03
	Biowaste	LB	\$ 19.98
	HHW	LB	\$ 9.04
Restoration	Beach/Lake Restoration (Berm/Beach Construction)	CY	\$ 30.28
	Canal Shoreline Restoration	CY	\$ 32.94

NOTE: The demolition of structures line item price is for Non-RACM material. At the request of the County, Ceres can provide a price for demolition of RACM structures.

Exhibit A
Disaster Debris Removal and Disposal
Prices For First Extension

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

<u>Ceres Environmental Services, Inc.</u>	<u>6968 Professional Parkway East</u>
Name of Firm	Address
<u></u>	<u>Sarasota, FL 34240</u>
Authorized Signature	City, State, Zip Code
<u>Senior Vice President</u>	<u>(800)218 - 4424</u>
Title	Phone
<u>March 8, 2017</u>	<u>gail.hanscom@ceresenv.com</u>
Date Signed	E-mail