

## **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 Ceres Environmental Services, Inc. ("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.

**WHEREAS**, the parties desire to amend Article 4-Exhibit 1 Pricing;

**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. The Exhibit 1 Pricing is amended to reflect new unit pricing and is attached to this Extension and Amendment.

5. 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.

Ceres Environmental Services, Inc.

INDIAN RIVER COUNTY, FLORIDA.  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Corporate Seal)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Susan Adams, Chairman

Attest: Ryan L. Butler, Clerk of Circuit Court  
And Comptroller

By: \_\_\_\_\_  
Deputy Clerk

Approved:

\_\_\_\_\_  
John A. Titkanich, Jr.  
County Administrator

Approved as to form and legal sufficiency:

\_\_\_\_\_  
K. Keith Jackman  
Assistant County Attorney

## Exhibit 1 – Pricing (Second Extension and Amendment)

Cat.	Description	Unit	Cost Per Unit
First Push Equipment	Wheeled Loader	Day	\$1,206.37
	Grader	Day	\$1,267.56
	Skid Steer	Day	\$917.89
Vegetative Collect and Haul	0-15 Miles Veg from Right of Way (ROW) to Debris Management Site (DMS)	CY	\$8.89
	16-30 Miles Veg from ROW to DMS	CY	\$9.22
	31-60 Miles Veg from ROW to DMS	CY	\$9.55
	>60 Miles Veg from ROW to DMS	CY	\$10.32
	Single Price Veg from ROW to DMS	CY	\$9.81
Management and Reduction	Grinding/chipping vegetative debris	CY	\$3.22
	Air Curtain Burning vegetative debris	CY	\$1.37
	Open Burning vegetative debris	CY	\$0.52
	Compacting vegetative debris	CY	\$0.52
	Debris Preparation, management, and segregation at DMS	CY	\$1.80
C&D Collect and Haul	0-15 Miles C&D from ROW to DMS	CY	\$9.00
	16-30 Miles C&D from ROW to DMS	CY	\$9.33
	31-60 Miles C&D from ROW to DMS	CY	\$9.66
	>60 Miles C&D from ROW to DMS	CY	\$10.42
	Single Price C&D from ROW to DMS	CY	\$9.81
Final Disposal	0-15 Miles from DMS to Final Disposal	CY	\$4.03
	16-30 Miles from DMS to Final Disposal	CY	\$4.58
	31-60 Miles from DMS to Final Disposal	CY	\$5.34
	>60 Miles from DMS to Final Disposal	CY	\$6.44
	Single Price from DMS to Final Disposal	CY	\$5.34
Tree Operations	Remove Hazardous Trees 6"-12" trunk	Tree	\$60.10
	Remove Hazardous Trees 13"-24" trunk	Tree	\$136.59
	Remove Hazardous Trees 25"-36" trunk	Tree	\$213.08
	Remove Hazardous Trees 37"-48" trunk	Tree	\$245.86
	Remove Hazardous Trees 49" or larger	Tree	\$267.72
	Remove Trees with Hazardous Limbs >2" from tree	Tree	\$96.16
	Remove Hazardous Sumps 24"-36" diameter	Stump	\$125.66
	Remove Hazardous Sumps 37"-48" diameter	Stump	\$169.37
	Remove Hazardous Sumps >49" diameter	Stump	\$213.08
	Fill dirt for stump holes after removal	CY	\$31.42

Cat.	Description	Unit	Cost Per Unit
Specialty Removal	Debris Removal from canals, rivers, creeks, streams, and ditches	CY	\$38.19
	Pick up, screen, and return debris laden sand/mud/dirt/rock	CY	\$12.98
	Removal of eligible vehicles	EA	\$136.59
	Removal of eligible vessel from land	LF	\$30.60
	Removal of eligible vessel from waterway	LF	\$78.68
	Carcass and Putrescent Removal (animals and organic fleshy matter)	LB	\$0.82
	Fish and Marine Wildlife Carcass Removal (Red Tide/Beach Related Impacts)	CY	\$1,854.36
	White Goods from Row to Disposal	EA	\$42.62
	Freon Management and Recycling	EA	\$34.97
	Demolition of Private Structure	CY	\$20.49
	Ewaste containing hazardous materials (CRT, computers, monitors and TVs)	EA	\$31.69
	Silt Removal	CY	\$11.31
	Biowaste	LB	\$13.90
	HHW	LB	\$6.44
Restoration	Beach/Lake Restoration (Berm/Beach Construction)	CY	\$34.15
	Canal Shoreline Restoration	CY	\$37.16