

SECOND AMENDMENT OF THE DISASTER RECOVERY
SERVICES FOR LEE COUNTY AGREEMENT

THIS SECOND AMENDMENT OF THE DISASTER RECOVERY SERVICES FOR LEE COUNTY AGREEMENT is made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Crowder-Gulf Joint Venture, Inc. ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for disaster recovery services through Solicitation No. RFP220362BJB with Vendor on the 2nd day of October 2022 ("Agreement"); and,

WHEREAS, after the execution of the agreement, it was determined that it would be in the best interests of the County to add concrete removal services for the rights-of-way within Unincorporated Lee County, as deemed necessary by the County to protect the health and safety of the general public, to Category B of the Exhibit B Fee Schedule of the Agreement; and,

WHEREAS, the Parties desire to modify the Agreement pursuant to Article XV. MISCELLANEOUS of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. In order to add the concrete removal services for rights-of-way within Unincorporated Lee County, as deemed necessary by the County to protect the health and safety of the general public, the Parties agree that the following table shall supersede the table in Category B of the Exhibit B Fee Schedule:

CATEGORY B: SPECIALTY REMOVAL AND RESTORATION			
SECTION 1: SPECIALTY REMOVAL (Activities require specific task authorization and include all labor and management of tasks)			
Item	Description	Unit of Measure	Unit Price
B1	Sand/Soil Collection & Screening. Includes pick-up, screen, and return of screened sand to designated staging areas.	CY	\$18.90
B2	Pick-up & haul debris laden sand/mud/dirt/rock from sand screening operations to final disposal (Notes 1 & 2)	CY	\$14.00

B3	Removal of Eligible vehicles - haul to designated staging or final disposal. (Notes 1 & 2)	Unit	\$150.00
B4	Removal of eligible Vessel from (Land)	LF	\$80.00
B5	Demolition of Private Structure (NON-RACM)	CY	\$20.00
B6	Dead Fish and/or Algae, including removal and sand raking from beaches.	CY	\$4.00
SECTION 2: RESTORATION (Activities require specific task authorization and include all labor and management of tasks)			
Item	Description	Unit of Measure	Unit Price
B7	Beach/Lake Restoration - Berm/Beach Construction	CY	\$36.00
B8	Canal Shoreline Restoration	LF	\$32.00
SECTION 3: Concrete Removal for Rights-of-Way within Unincorporated Lee County (as deemed necessary by the County to protect the health and safety of the general public)			
Item	Description	Unit of Measure	Unit Price
B9	Load and haul concrete debris for the ROW within Unincorporated Lee County to a Final Disposal Location	CY	\$38.00
B10	Pass Through Disposal Fees - USA Mulch (Clean Concrete)	NA	At cost
B11	Pass Through Disposal Fees - WM Gulf Coast Landfill	NA	At cost
ADDITIONAL SERVICES		Unit of Measure	Unit Price
1	Collect and Haul E-Waste to DMS of Final Disposal Site	Unit	\$40.00
2	Rental and Operation of Barge and Tug - 110 x 30 - (plus fuel)	Per Day	\$12,500.00
	Mobilization for Barge and Tug	LS	\$40,000.00
	De-Mobilization for Barge and Tug	LS	\$40,000.00
NOTES - The following notes apply only to Category B within the Schedule of Values and only as identified in each individual line item			
1	Prices include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda Fl. Tipping fees at final disposal site(s) will be the responsibility of Contractor and passed through to the County without mark-up, unless approved otherwise. See section 9.8.9 in the scope of services for disposal at County Owned and Operated disposal sites.		
2	For out of county disposal sites (excluding the Lee/Hendry Landfill), additional mileage will begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost will be applied to each ticketed out of county load and be applicable only to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.		
3	Includes all site services, including but not limited to, providing monitoring towers, sanitary portable restrooms, and site safety & security.		
4	Includes comprehensive management of all debris and debris site activities, including grubbing & establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water & regulatory compliance, and close-out site remediation. See section 9.8 in the scope of services for more detail.		
5	Items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including DAP9523.11 or as amended.		
6	Allow Vendor to charge at cost for disposal fees for USA Mulch (clean concrete) and WM Gulf Coast Landfill. Vendor will be required to provide original receipts.		

IN WITNESS WHEREOF this Second Amendment of the Agreement has been signed and sealed,
in duplicate, by the respective Parties hereto.

WITNESS:

Signed By: Wesley Naile

Print Name: Wesley Naile

Crowder-Gulf Joint Venture, Inc.

Signed By: Ashley Ramsay-Naile

Print Name: Ashley Ramsay-Naile

Title: President

Date: 05-11-23

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

DATE: 6/8/23



ATTEST:
CLERK OF THE CIRCUIT COURT

BY: [Signature]

CHRIS JAGODZINSKI

DEPUTY CLERK

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY.

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY