

**FIRST AMENDMENT TO CONTINGENCY DEBRIS
REMOVAL AGREEMENT PURSUANT TO RFP 19-040- PRIMARY**

This First Amendment to the Contingency Debris Removal Agreement Pursuant to RFP 19-040 – Primary (“Amendment”) is entered into and effective as of this 1st day of December, 2022 by and between AshBritt, Inc., a Florida corporation, whose address is 565 East Hillsboro Blvd, Deerfield Beach, Florida 33441 (“Contractor”), and Fort Bend County, a political subdivision of the State of Texas, (“City”) whose address is 301 Jackson Street, Richmond, TX 77469 (“County”).

PREAMBLE

WHEREAS, Contractor and County entered into a Contingency Debris Removal Agreement effective on the 8th day of May, 2019 (the “Agreement”), with respect to debris recovery, remediation and disposal within the corporate limits of the County; and

WHEREAS, the initial term of this Agreement is May 8, 2019 through November 30, 2022 with two (2) annual renewal options; and

WHEREAS, Contractor did not request a price increase during the initial term as specified in RFP 19-040; and

WHEREAS, Contractor is requesting a price increase under the first renewal term to reflect the current disaster recovery market value; and

WHEREAS, the parties desire to exercise the first renewal option and agree to the revised rates as specifically provided for in this Amendment;

NOW, THEREFORE, in consideration of the aforesaid recitals and mutual covenants and conditions contained herein, the receipt, sufficiency and adequacy of which are hereby acknowledged, Contractor and County hereby agree that the recitals are true and correct and are incorporated herein by reference and further agree as follows:

1. In accordance with Section 7. **Term and Termination** (A) of the Agreement, the term of the Agreement is hereby extended through November 30, 2023.
2. Exhibit B of the Contract as it relates to pricing shall be deleted in its entirety and shall be replaced with the attached Exhibit B.
3. Except as provided in this Amendment, all definitions, terms, and conditions contained in the Contract shall remain in full force and effect and unmodified.
4. This Amendment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original. Electronic, facsimile or scanned signatures on this Amendment shall be deemed to be authentic and valid counterparts of such original document for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the day and year first above written.

ASHBRITT, INC., a Florida corporation

Fort Bend County, Texas

By: _____

Print Name: Brian Thomason

Title: President, Disaster Response

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ _____ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Fort Bend County RFP 19-040

AshBritt, Inc.

Part A - Volume based pricing for 2 million cubic yard debris disaster

Item/Description	Unit	Effective 12-1-22 Unit Price
1.0 Pickup vegetative debris from Public Property or Public Rights-of-Way and hauling to a designated TDSR Site or Disposal Facility 15 or less miles away (one-way miles). (Trips with one-way miles in excess of 15 miles compensated at the rate quoted in Items 2.0, 3.0 or 4.0).	CY	\$10.65
2.0 Pickup vegetative debris from Public Property or Public Rights-of-Way and hauling to a designated TDSR Site or to a Disposal Facility 15 to 30 miles away (one-way miles). (Trips with one-way miles in excess of 30 miles compensated at the rate quoted in Items 3.0 or 4.0).	CY	\$11.74
3.0 Pickup vegetative debris from Public Property or Public Rights-of-Way and hauling to a designated TDSR Site or to a Disposal Facility 30.0 to 60.0 miles away (one-way miles). (Trips with one-way miles in excess of 60 miles compensated at the rate quoted in Item 4.0).	CY	\$16.11
4.0 Pickup vegetative debris from Public Property or Public Rights-of-Way and hauling to a Disposal Facility 60.0 – 120.0 miles away (one-way miles)	CY	\$21.29
5.0 Pickup C&D from Public Property or Public Rights-of-Way and hauling to a designated TDSR Site or Disposal Facility 15 or less miles away (one-way miles). (Trips with one-way miles in excess of 15 miles compensated at the rate quoted in Items 6.0, 7.0 or 8.0).	CY	\$11.47
6.0 Pickup C&D debris from Public Property or Public Rights-of-Way and hauling to a designated TDSR Site or to a Disposal Facility 16 to 30 miles away (one-way miles). (Trips with one-way miles in excess of 30 miles compensated at the rate quoted in Items 7.0 or 8.0).	CY	\$12.56
7.0 Pickup C&D debris from Public Property or Public Rights-of-Way and hauling to a designated TDSR Site or to a Disposal Facility 31.0 to 60.0 miles away (one-way miles). (Trips with one-way miles in excess of 60 miles compensated at the rate quoted in Item 8.0).	CY	\$15.83

Item Description	Unit	Effective 12-1-22 Unit Price
8.0 Pickup C&D debris from Public Property or Public Rights-of-Way and hauling to a Disposal Facility 61.0 – 120.0 miles away (one-way miles)	CY	\$21.29
9.0 Removal of hazardous stumps that are not uprooted, from trees that are greater than 24" to 36" in diameter, by grinding or digging, removal of stump grinding chips, and backfilling resulting hole with compacted topsoil.	Each	\$245.70
10.0 Removal of hazardous stumps that are not uprooted, from trees that are 37" or larger in diameter, by grinding or digging, removal of stump grinding chips, and backfilling resulting hole with compacted topsoil.	Each	\$382.20
*11.0 Loading, hauling and dumping of uprooted stumps from trees that are 24inches or greater to 36 inches with root	Each	\$180.18
12.0 Loading, hauling and dumping of uprooted stumps from trees that are 37-48 inches with root ball.	Each	\$273.00
13.0 Loading, hauling and dumping of uprooted stumps from trees that are 49 inches and larger with root ball.	Each	\$464.10
14.0 Removal of hazardous hanging limbs greater than 2 inches in diameter.	Each	\$87.36
15.0 Removal of hazardous standing trees greater than 6" up to 12" in diameter.	Each	\$103.74
16.0 Removal of hazardous standing trees 13" – 24" in diameter.	Each	\$136.50
17.0 Removal of hazardous standing trees 25" – 36" in diameter.	Each	\$223.86
18.0 Removal of hazardous standing trees 37" or larger in diameter.	Each	\$398.58
19.0 TDSR Site operation as described in RFP for grinding services.	CY	\$4.86
20.0 TDSR Site operation as described in RFP for air curtain incineration services	CY	\$5.41
21.0 TDSR Site operation as described in RFP for C&D and mixed debris services	CY	\$4.86

22.0 Dead Animal Carcass hauling to a designated landfill or incinerator site (based on one-way miles) (incinerator operation and disposal compensated under Part B). Price per pound per mile.	Pound/Miles	\$0.66
Item/Description	Unit	Effective 12-1-22 Unit Price
23.0 Household Hazardous Waste	Pounds	\$13.10
24.0 White Goods	Each	\$65.52
25.0 Freon Removal	Each	\$27.30

Unit Prices, unless otherwise indicated, shall include all labor (operators, laborers, and supervisors), equipment and materials including but not limited to: supplies, equipment maintenance, repairs, repair parts, fuels, lubricants, cellular phones, transportation, traffic control and housing, if required, necessary to accomplish the project. The quantities and distributions are estimated for the purpose of making an award. Locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster.

A Ton-Mile equals the weight of animal carcasses in the trailer times the one way mileage to the destination. Weight of carcasses will be determined by use of fixed or portable scales at disposal facility or incinerator site.

Stump sizes shall refer to the diameter of the tree trunk measured 25 inches up from where the tree originally exited the ground. The payment unit is "each" and the estimated quantity is provided only for the purpose of obtaining price proposals. The attached root ball, regardless of shape, size or weight, is considered part of the stump. Stumps less than 25 inches in diameter, with attached root balls, will be considered to be normal debris and payment for loading, hauling, and dumping shall be provided under Items 1.0 through 4.0.

Items 14.0 through 18.0 relate only to the removal of hazardous hanging limbs or hazardous, standing trees and placement at the edge of the right-of-way. Payment for loading, hauling and dumping will be provided under Items 1.0 through 4.0. contractor is responsible to remove any and all hazardous hanging branches on any tree, with price to be determined by the largest branch removed.

Payment for Items 19.0, 20.0 and 21.0 is based on the volume brought to the TDSR Site as estimated by the TDSR Site Monitor and documented on the Load Ticket. The contractor may invoice for debris disposal as determined by the Debris Manager who shall assure adequate retainage to cover remaining debris disposal and site restoration if contractor is unable to complete the scope.

Fort Bend County RFP 19-040

Type Vendor Name below:

AshBritt, Inc.

Part B-TDSR Site Set-up and Closure and Debris Clearance for Access Equipment and Labor Rates

Equipment Type	Effective 12-1-22 Hourly Equipment Rate	Effective 12-1-22 Hourly Labor Rate	Effective 12-1-22 Total
Air Curtain Pit Burner	\$212.94	\$0.00	\$212.94
Air Curtain Refractory Incinerator	\$267.54	\$0.00	\$267.54
Bobcat Loader	\$68.80	\$45.86	\$114.66
Bucket Truck w/Operator	\$121.21	\$80.81	\$202.02
Chipper/Mulcher (8" throat)	\$29.48	\$19.66	\$49.14
Chipper/Mulcher (12" throat)	\$36.04	\$24.02	\$60.06
Crash Truck w/Impact Attenuator	\$91.73	\$61.15	\$152.88
Crew Foreman w/Cell Phone and Pickup	\$0.00	\$70.98	\$70.98
Dozer, Tracked, D5 or similar	\$108.11	\$72.07	\$180.18
Dozer, Tracked, D6 or similar	\$121.21	\$80.81	\$202.02
Dozer, Tracked, D7 or similar	\$127.76	\$85.18	\$212.94
Dozer, Tracked, D8 or similar	\$160.52	\$107.02	\$267.54
Dump Truck, 18 CY-20 CY	\$68.80	\$45.86	\$114.66
Dump Truck, 21 CY-30 CY	\$81.90	\$54.60	\$136.50
Generator and Lighting	\$32.76	\$0.00	\$32.76
Grader w/12' Blade	\$91.73	\$61.15	\$152.88
Hydraulic Excavator, 1.5 CY	\$91.73	\$61.15	\$152.88
Hydraulic Excavator, 2.5 CY	\$121.21	\$80.81	\$202.02
Knuckleboom Loader	\$163.80	\$109.20	\$273.00
Laborer w/Chain Saw	\$36.04	\$24.02	\$60.06
Laborer w/small tools, traffic control, flag person	\$36.04	\$24.02	\$60.06
Lowboy Trailer w/Tractor	\$98.28	\$65.52	\$163.80
Log Skidder	\$95.00	\$63.34	\$158.34
Mobile Crane (Adequate for hanging limbs/1	\$127.76	\$85.18	\$212.94

Equipment Type	Effective 12-1-22 Hourly Equipment Rate	Effective 12-1-22 Hourly Labor Rate	Effective 12-1-22 Total
Operations Manager w/Cell Phone and	\$0.00	\$98.28	\$98.28
Pickup Truck, .5 Ton	\$36.04	\$24.02	\$60.06
Soil Compactor 81 HP+	\$58.97	\$39.31	\$98.28
Soil Compactor 80 HP	\$52.42	\$34.94	\$87.36
Soil Compactor, Towed Unit	\$75.35	\$50.23	\$125.58
Stump Grinder 30" diameter or less	\$49.14	\$32.76	\$81.90
Stump Grinder greater than 30" diameter	\$62.24	\$41.50	\$103.74
Traffic Control, Temporary Single Lane	\$95.00	\$63.34	\$158.34
Traffic Control, Temporary Road Closure	\$193.28	\$128.86	\$322.14
Tree Climber s/Chainsaw	\$0.00	\$136.50	\$136.50
Truck, Flatbed	\$42.59	\$28.39	\$70.98
Tub Grinder, 800 to 1,000 HP	\$573.30	\$0.00	\$573.30
Waste Collection Rear Loader Truck	\$121.21	\$80.81	\$202.02
Water Truck	\$81.90	\$54.60	\$136.50
Wheel Loader, 2.5 CY, 950 or similar	\$104.83	\$69.89	\$174.72
Wheel Loader, 3.5 – 4.0 CY, 966 or similar	\$117.94	\$78.62	\$196.56
Wheel Loader, 4.5 CY, 980 or similar	\$127.76	\$85.18	\$212.94