

**THIRD AMENDMENT TO AGREEMENT NO. 2019-48.001
DEBRIS MANAGEMENT SERVICES AND ANCILLARY PREPARATION/RECOVERY SERVICES
IN THE CITY OF NORTH PORT**

This *Third Amendment to Agreement 2019-48.001* for debris management services and ancillary preparation/recovery services (“Third Amendment”) is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida (“City”), and Ceres Environmental Services, Inc., a Minnesota Corporation, whose principal place of business is located at 3825 85th Avenue N., Brooklyn Park, Minnesota 55443 (“Contractor”).

RECITALS

WHEREAS, the Contractor entered into Agreement No. 2019-48.001 on May 28, 2019, with the City for debris management services and ancillary preparation/recovery services (“Original Agreement”); and

WHEREAS, the Agreement was renewed for a period of three (3) years, effective June 1, 2022, through May 31, 2025; and

WHEREAS, on or around September 27, 2022, the First Amendment to the Agreement was approved to update and incorporate additional Federal Emergency management Agency (FEMA) provisions; and

WHEREAS, on or around November 18, 2022, the Second Amendment to Agreement to the Agreement was approved to modify the Final Disposal Facility locations and to modify the procedure for payment of tipping fees; and; and

WHEREAS, the parties mutually desire to amend the Original Agreement to incorporate the new provisions; and

WHEREAS, current waterway debris obstructions and dams have the potential to damage bridges, and culverts and to create flood hazards for both public and private property with a greater frequency than a 5-year flood; and

WHEREAS, this Third Amendment is critical to community’s immediate response to the impacts of Hurricane Ian and to prevent further damage and risk to life, public health, safety, and welfare.

NOW THEREFORE, in consideration of the mutual covenants specified herein, the parties agree that the Original Agreement, as amended, with all other terms in the Original Agreement, the First Amendment and the Second Amendment remain unchanged and in full force and effect:

1. EFFECT OF THIRD AMENDMENT/EFFECTIVE DATE

A. The parties ratify the terms and conditions of the Original Agreement, as amended, not inconsistent with this Third Amendment, all of which are incorporated by reference as if set forth fully herein. This Third Amendment modifies the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement, as amended, remain, and apply.

B. All references to this “Agreement” in the Original Agreement, as amended, and this Third

Amendment mean and include both the Original Agreement, as amended, and this Third Amendment.

- C. All references to "Contractor" in the Original Agreement, as amended, and this Third Amendment mean and include the Contractor.
- D. This Third Amendment is effective as of the date the last party signs it as identified below (the "Effective Date") and shall continue as otherwise provided in the Original Agreement, as amended.

2. ORIGINAL AGREEMENT EXHIBIT A – SCOPE OF SERVICES

Section 10 Debris Management

Section 10.E. to the Original Agreement is hereby amended in its entirety to read as follows:

- E. Debris management services shall be defined as:
 - i. Debris removal from City's public rights-of-way and transportation to the DMS or directly to disposal facility;
 - ii. Quantifying and proper documentation of all debris;
 - iii. Separation of FHWA eligible road debris from other debris, including quantifying and proper documentation;
 - iv. DMS site management;
 - v. Reduction of vegetative, C&D, and mixed debris;
 - vi. Removal of refrigerant in white goods;
 - vii. Removal of dead animal carcasses;
 - viii. Loading, transporting and disposal of reduced debris at designated disposal sites; and
 - ix. Waterway debris removal from City's waterways and transportation to the City's public rights-of-way.
 - 1. Debris removed from waterways must be placed on the ROW or the closest Point of Access ("POA") for conventional hauling, reduction, and haul out under Line-Item Nos. A.1-A.3, A.12, and A.16-A.17 respectively.
 - 2. The work specified in this section consists of clearing storm related debris from within publicly dedicated canals, primary drainage ditches, and public lakes throughout the

City of North Port. All work under this section is for the clearing, removal, and proper disposal of all storm-related debris and vegetation including, but not limited to, fallen trees, building materials, and objects which have the potential for obstructing water flow within the Right of Way limits of each ditch, lake, and canal in the City of North Port. The limits of clearing each ditch and lake shall be from within the top of bank: however, any debris or dead/damaged vegetation along and adjacent to the top of each bank which has the potential of falling or blowing into, and obstructing said ditch/lake, shall also be removed. It shall be noted that some ditches are wet all year round.

3. ORIGINAL AGREEMENT EXHIBIT C – PRICE SCHEDULE

Exhibit C Price Schedule to the Original Agreement is hereby amended in its entirety as fully set forth in the attached Exhibit C Price Schedule.

IN WITNESS WHEREOF, the parties have executed this First Amendment as follows.

CONTRACTOR
CERES ENVIRONMENTAL SERVICES, INC.

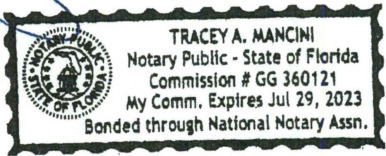
By: [Signature]
Tia Laurie
Title: Corporate Secretary

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of January, 2023, by Tia Laurie (name), as Corporate Secretary (title) for Ceres Environmental Services, Inc.

[Signature]
Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____
Executed on 1/6/2023, 2023.

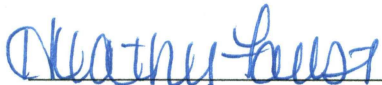


Signed by the City Manager of the City of North Port, Florida on January 9 2023.

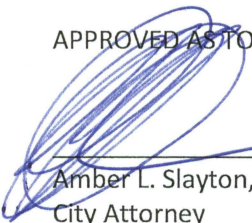
CITY OF NORTH PORT, FLORIDA

By: 
A. Jerome Fletcher, II, ICMA-CM, MPA
City Manager

ATTEST


Heather Faust, MMC
City Clerk

APPROVED AS TO FORM AND CORRECTNESS


M. Golon for:
Amber L. Slayton, B.C.S.
City Attorney

*Exhibit C-Third Amendment-City of North Port, FL Agreement No. 2019-48
Debris Management Services and Ancillary Preparation/Recovery Services*

**EXHIBIT C - PRICE SCHEDULE
(CERES ENVIRONMENTAL SERVICES, INC.)**

CATEGORY A: DEBRIS MANAGEMENT - Compensation for services will be based on the below proposal schedule. Unit prices shall include all labor, equipment, materials, permit fees and all other incidental fees to complete the services. Miles shall be based on road miles.

NOTE: The City will negotiate the landfill disposal fees with the landfill representative on a case by case basis. The awarded contractor will be responsible for the payment of all landfill fees. The City will pay the landfill tipping fees directly to the landfill.

ITEM #	DESCRIPTION	UOM	UNIT PRICE	EVALUATION SCENARIO QUANTITY	EVALUATION SCENARIO EXTENDED PRICE
A.1	Vegetative Debris Removal from public ROW and hauling to a DMS within five (5) miles from 4970 City Hall Boulevard (Based on incoming yardage)	Cubic yd.	\$ 8.24	100,000	\$ 824,000.00
A.2	Vegetative Debris Removal from public ROW and hauling to a DMS within ten (10) miles from 4970 City Hall Boulevard (Based on incoming yardage)	Cubic yd.	\$ 9.74	100,000	\$ 974,000.00
A.3	Vegetative Debris Removal from public ROW and hauling to a DMS in excess of ten (10) miles but less than twenty (20) miles from 4970 City Hall Boulevard (Based on incoming yardage)	Cubic yd.	\$ 10.48	-	\$ -
A.4	Mixed Debris Removal from public ROW and hauling to a DMS within five (5) miles from 4970 City Hall Boulevard (Based on incoming yardage)	Cubic yd.	\$ 8.00	200,000	\$ 1,600,000.00
A.5	Mixed Debris Removal from public ROW and hauling to a DMS within ten (10) miles from 4970 City Hall Boulevard (Based on incoming yardage)	Cubic yd.	\$ 9.48	-	\$ -
A.6	Mixed Debris Removal from public ROW and hauling to a DMS in excess of ten (10) miles but less than twenty (20) miles from 4970 City Hall Boulevard (Based on incoming yardage)	Cubic yd.	\$ 9.28	200,000	\$ 1,856,000.00
A.7	Construction & Demolition Debris Removal from public ROW and hauling to a DMS within five (5) miles from 4970 City Hall Boulevard (Based on incoming yardage)	Cubic yd.	\$ 8.48	50,000	\$ 424,000.00
A.8	Construction & Demolition Debris Removal from public ROW and hauling to a DMS within ten (10) miles from 4970 City Hall Boulevard (Based on incoming yardage)	Cubic yd.	\$ 9.28	-	\$ -
A.9	Construction & Demolition Debris Removal from public ROW and hauling to a DMS in excess of ten (10) miles but less than twenty (20) miles from 4970 City Hall Boulevard (Based on incoming yardage)	Cubic yd.	\$ 10.48	50,000	\$ 524,000.00
A.10	Debris Processing - Separation of Mixed Debris at the designated DMS (Based on incoming yardage)	Cubic yd.	\$ 0.38	200,000	\$ 76,000.00

Exhibit C-Third Amendment-City of North Port, FL Agreement No. 2019-48
Debris Management Services and Ancillary Preparation/Recovery Services

A.11	Debris Processing - Separation of Construction & Demolition Debris at the designated DMS (Based on incoming yardage)	Cubic yd.	\$ 1.48	50,000	\$ 74,000.00
A.12	Vegetative Debris Grinding Reduction via grinding at the designated DMS.	Cubic yd.	\$ 4.14	100,000	\$ 414,000.00
A.13	ALTERNATIVE - Vegetative Debris Reduction by incineration and site management at the designated DMS (Based on incoming yardage) (Approval of this process shall be at the City's sole determination)	Cubic yd.	\$ 2.45	50,000	\$ 122,500.00
A.14	Mixed Debris Reduction via compaction and site management at the designated DMS. (Based on incoming yardage)	Cubic yd.	\$ 1.00	200,000	\$ 200,000.00
A.15	Construction and Demolition Debris Reduction via compaction and site management at the designated DMS. (Based on incoming yardage)	Cubic yd.	\$ 1.00	50,000	\$ 50,000.00
A.16	Vegetative Debris - Reduced - Loading and Transporting reduced grinded debris from DMS to final disposal site WITHIN fifteen (15) miles of DMS site. (Based on reduced material outgoing for final disposal)	Cubic yd.	\$ 4.35	-	\$ -
A.17	Vegetative Debris - Reduced -Loading and Transporting reduced grinded debris from DMS to final disposal site over fifteen (15) miles of DMS site. (Based on reduced material outgoing for final disposal)	per Cubic yd. per mile	\$ 0.29	-	\$ -
A.18	Vegetative Debris -Incinerated Ash - Loading and Transporting incinerated debris from DMS to final disposal site WITHIN fifteen (15) miles (Based on incinerated material outgoing for final disposal)	Cubic yd.	\$ 5.44	-	\$ -
A.19	Vegetative Debris -Incinerated Ash - Loading and Transporting incinerated debris from DMS to final disposal site over (fifteen) 15 miles (Based on incinerated material outgoing for final disposal)	per Cubic yd. per mile	\$ 0.98	-	\$ -
A.20	Mixed Debris - Loading and Transporting compacted debris from DMS to final disposal site WITHIN (fifteen) 15 miles (Tonnage based on individual weight tickets from disposal site)	Ton	\$ 12.00	120,000	\$ 1,440,000.00
A.21	Mixed Debris - Loading and Transporting compacted debris from DMS to final disposal site over fifteen (15) miles (Tonnage based on individual weight tickets from mileage from DMS to disposal site)	Cubic yd.	\$ 5.98	150,000	\$ 897,000.00
A.22	Construction & Demolition Debris - Loading and Transporting compacted debris from DMS to final disposal site WITHIN (fifteen) 15 miles (Based on compacted material outgoing for disposal)	Cubic yd.	\$ 4.98	-	\$ -

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A.23	Construction & Demolition Debris - Loading and Transporting compacted debris from DMS to final disposal site over fifteen (15) miles (Based on compacted material outgoing for disposal and mileage from the DMS to disposal site)	per Cubic yd. per Mile	\$ 0.29	30,000	\$ 8,700.00
A.24	Vegetative Debris removal from public ROW and transport directly to an approved disposal site within fifteen (15) miles. (Based on picked up yardage)	Cubic yd.	\$ 9.28	50,000	\$ 464,000.00
A.25	Construction & Demolition Debris removal from public ROW and transport directly to an approved disposal site within fifteen (15) miles. (Based on incoming yardage)	Cubic yd.	\$ 9.94	-	\$ -
A.26	Mixed Debris removal from public ROW and transport directly to an approved disposal site within fifteen (15) miles. (Tonnage based on individual weight tickets)	Cubic yd.	\$ 9.94	-	\$ -
EVALUATION SCENARIO - TOTAL EXTENDED PRICE A.1 THROUGH A.26					\$ 9,948,200.00

*Exhibit C-Third Amendment-City of North Port, FL Agreement No. 2019-48
Debris Management Services and Ancillary Preparation/Recovery Services*

STUMP & TREE SERVICES - The Bidder shall furnish services in strict accordance with FEMA Public Assistance Program and Policy Guide. Compensation for services will be based on the below proposal schedule. Unit prices shall include all labor, equipment, materials, transportation and all other incidental fees to complete the services

Items A.27 through A.30 relates to Hazardous Tree & Stump Removal with 50% or more of the root ball exposed in public ROW and hauling to designated DMS

ITEM #	EQUIPMENT/LABOR DESCRIPTION	UOM	UNIT PRICE
A.27	Diameter of stump 25 - 36 inches (diameter measured 2 feet above the ground)	Cubic yd.	\$ 24.75
A.28	Diameter of stump 27 - 48 inches (diameter measured 2 feet above the ground)	Cubic yd.	\$ 24.75
A.29	Diameter of stump > 48 inches (diameter measured 2 feet above the ground)	Cubic yd.	\$ 24.75
A.30	Backfill delivered and placed in holes	Cubic yd.	\$ 26.50

Items A.31 through A.34 relates to Partially Uprooted Leaner (exposed root ball) - Excavating root ball and placing in public ROW

ITEM #	EQUIPMENT/LABOR DESCRIPTION	UOM	UNIT PRICE
A.31	Diameter of tree < 24 inches (diameter measured 2 feet above the ground)	per Tree	\$ 178.00
A.32	Diameter of tree 25 - 36 inches (diameter measured 2 feet above the ground)	per Tree	\$ 248.00
A.33	Diameter of tree 36 inches (diameter measured 2 feet above the ground)	per Tree	\$ 368.00
A.34	Backfill delivered and placed in holes	Cubic yd.	\$ 26.50

Items A.35 through A.37 relates to Split Leaner (NO exposed root ball) - Flush cutting the tree trunk and placing it in ROW

ITEM #	EQUIPMENT/LABOR DESCRIPTION	UOM	UNIT PRICE
A.35	Diameter of tree < 24 inches (diameter measured 2 feet above the ground)	per Tree	\$ 118.00
A.36	Diameter of tree 25 - 36 inches (diameter measured 2 feet above the ground)	per Tree	\$ 178.00
A.37	Diameter of tree 36 inches (diameter measured 2 feet above the ground)	per Tree	\$ 248.00

Exhibit C-Third Amendment-City of North Port, FL Agreement No. 2019-48
Debris Management Services and Ancillary Preparation/Recovery Services

Items A.38 through A.40 relates to Removal of Dangerous Hanging Limbs			
ITEM #	EQUIPMENT/LABOR DESCRIPTION	UOM	UNIT PRICE
A.38	Removal of Dangerous Hanging Limbs or partially broken limbs (2" or more in diameter) from trees in the ROW or limbs hanging over the ROW and placing the debris in the public ROW for removal - 1 to 5 limbs	per Tree	\$ 89.00
A.39	Removal of Dangerous Hanging Limbs or partially broken limbs (2" or more in diameter) from trees in the ROW or limbs hanging over the ROW and placing the debris in the public ROW for removal - 5 - 10 limbs	per Tree	\$ 89.00
A.40	Removal of Dangerous Hanging Limbs or partially broken limbs (2" or more in diameter) from trees in the ROW or limbs hanging over the ROW and placing the debris in the public ROW for removal - all limbs from the tree.	per Tree	\$ 89.00

Items A.41 through A.43 relates to OTHER MISCELLANEOUS DEBRIS MANAGEMENT SERVICES - The Bidder shall furnish services in strict accordance with FEMA Public Assistance Program and Policy Guide. Compensation for services will be based on the below proposal schedule. Unit prices shall include all labor, equipment, materials, transportation and all other incidental fees to complete the services			
ITEM #	EQUIPMENT/LABOR DESCRIPTION	UOM	UNIT PRICE
A.41	Pick up and hauling hazardous materials from the public ROW, transportation and disposal at a legal disposal facility	Pound	\$ 6.35
A.42	Pick up and hauling dead animal carcasses from the public ROW, public roads and public property, transportation and disposal at a legal disposal facility	Pound	\$ 1.12
A.43	Freon Removal from White Goods (Note: hauling of white goods from public ROW to DMS or other designated site is included in the unit price for Mixed Debris removal)	Each	\$ 49.00
TOTAL UNIT PRICE - CATEGORY A (A.1 THROUGH A.43)			\$ 1,946.10

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Debris Management Services and Ancillary Preparation/Recovery Services*

<p>Item A.44 relates to WATERWAY DEBRIS REMOVAL - The Bidder shall furnish services in strict accordance with FEMA Public Assistance Program and Policy Guide. Compensation for services will be based on the below proposal schedule. Unit prices shall include all labor, equipment, materials, transportation and all other incidental fees to complete the services</p>					
ITEM #	DESCRIPTION	UOM	UNIT PRICE	EVALUATION SCENARIO QUANTITY	EVALUATION SCENARIO EXTENDED PRICE
A.44	Land-based Waterway Debris Removal as Directed by City	Cubic Yd.	\$ 37.64	5,000	\$ 188,200.00
<p>TOTAL UNIT PRICE - CATEGORY A (A.44)</p>					<p>\$ 188,200.00</p>