

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

This *Second Amendment to Agreement No. 2019-48.001 for Debris Management Services and Ancillary Preparation/Recovery Services in the City of North Port* ("Second 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, on or around May 28, 2019, the parties entered into *Agreement No. 2019-48.001 for Debris Management Services and Ancillary Preparation/Recovery Services in the City of North Port* (the "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, the parties mutually desire to amend the Original Agreement relating to the Final Disposal Facility locations and to modify the procedure for payment of tipping fees; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement, as amended, remaining unchanged and in full force and effect:

1. EFFECT OF AMENDMENT/EFFECTIVE DATE

- A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with the First Amendment, all of which are incorporated by reference as if set forth fully herein. This Second 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 remain and apply.
- B. All references to this "Agreement" in the Original Agreement, the First Amendment and this Second Amendment mean and include both the Original Agreement, First Amendment, and this Second Amendment.
- C. This Second 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.

2. ORIGINAL AGREEMENT, EXHIBIT A – SCOPE OF SERVICES - SECTION 10 DEBRIS MANAGEMENT

Exhibit A, Section 10F of the Original Agreement is amended in its entirety as follows:

The City will compensate the Contractor based on the Rate Schedule – Category A, except for Tipping Fees as provided in this Agreement. The Disposal Costs (Tipping Fees) shall be paid by the Contractor directly to the disposal facility.

The City will designate the approved Final Disposal Facility in consultation with the Contractor. Alternate Final Disposal Facility locations may be utilized as directed and approved by the City. The Contractor will be responsible to negotiate the Tipping Fees with the Final Disposal Facility, and to provide the City the per cubic yard Tipping Fee for each alternate location.

The Contractor must pay the Tipping Fee to the approved Final Disposal Facility that meets local, state, and federal regulations for disposal of the debris. The City will reimburse the Contractor the actual Tipping Fees paid as a pass-through cost consistent with the required documentation as provided in this Agreement. Prior to payment, the Contractor must submit to the City an invoice in hard copy and electronic format matching scale/weigh tickets numbers with each original serialized numbered load ticket or haul-out ticket verifying the actual weight for each load of debris as described in this Agreement and other applicable information as requested by the City. The Contractor will also be required to provide proof of Contractor Tipping Fee payments to the approved Final Disposal Facility.

3. ORIGINAL AGREEMENT, EXHIBIT C – PRICE SCHEDULE

Exhibit C – Price Schedule of the Original Agreement, Page 98 is amended and replaced in its entirety as attached hereto.

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

CONTRACTOR
CERES ENVIRONMENTAL SERVICES, INC.

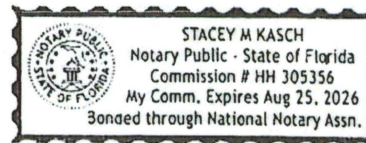
By: [Signature]
Name: Tia Laurie
Title: Corp. Secretary

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of November 2022 by Tia Laurie (name), as Corporate Secretary (title) for Ceres Environmental Services, Inc. (entity).

[Signature: Stacey M Kasch]
Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____



Signed by the City Manager of the City of North Port, Florida on November 18, 2022.

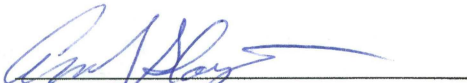
CITY OF NORTH PORT, FLORIDA


A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST


HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS


AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY

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.

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