



### CONTRACT EXECUTIVE OVERVIEW (Amendment/Renewal)

Vendor Name Ceres Environmental Services, Inc.  
Project Name: Disaster Debris Removal & Disposal  
Bid/Reference # RFP-PW-25-33  
Contract Type: Master Services Agreement

Original Contract Date: 05/15/2025 New End Date: 05/14/2027

Resolution # 2026-51

City Council Approval Date: 04/07/2026

City's Project Manager Alyssa Roscoe

**Brief Description/Purpose:**  
1st Renewal and Amendment of Price Schedule for MSA for Disaster Debris Removal & Disposal

**Approvals:**

Responsible Dept. Director DocuSigned by: Matt Mancill B7AE538AB5B5431... **Date:** Apr 14, 2026 | 7:33 AM EDT

City Finance Signed by: Helena Alves 4F2A3892B67B492... **Date:** Apr 13, 2026 | 10:56 AM EDT

City Attorney Signed by: Marcus Duffy A9D99FA5D9FD417... **Date:** Apr 14, 2026 | 10:24 AM EDT

City Manager Signed by: Mike McAdams D7DF1A254975438... **Date:** Apr 14, 2026 | 10:29 AM EDT

Vendor Name and Email Tia Laurie contact@ceresenv.com

**FIRST AMENDMENT**  
**TO**  
**CITY OF PALM COAST AND CERES ENVIRONMENTAL SERVICES, INC. MASTER**  
**SERVICES AGREEMENT FOR DISASTER DEBRIS REMOVAL & DISPOSAL**  
**SERVICES**

**THIS FIRST AMENDMENT** (“Amendment”) is made and entered into on this 14<sup>th</sup> day of April 2026, between the CITY OF PALM COAST (“City”) and CERES ENVIRONMENTAL SERVICES, INC., (“Contractor”) (collectively, “Parties”).

***WITNESSETH:***

**WHEREAS**, the City and CERES ENVIRONMENTAL SERVICES, INC. previously entered into the Master Services Agreement for Disaster Debris Removal & Disposal Services (“Agreement”) on May 15, 2025; and

**WHEREAS**, the Agreement affords the City the right to extend the term of the Agreement by exercising no more than four (4) one-year successive renewal periods;

**WHEREAS**, the Initial Term expires May 14, 2026, and the City wishes to extend the term of the Agreement for one (1) year to May 14, 2027.

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

**1. ADDITIONAL TERM.** The Agreement is hereby extended for an additional one (1) year term beginning May 15, 2026, and ending May 14, 2027.

**2. Exhibit A, PRICING SCHEDULE** of the Existing Contract is hereby modified to increase the unit prices beginning May 15, 2026 (see Attachment A to First Amendment).

**3. CONTINUATION.** All other provisions of the Agreement shall remain in full force and effect.

**4. MULTIPLE ORIGINALS.** This Amendment is executed in multiple copies, each copy of which shall be deemed an original.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment for the purpose herein expressed.

**CITY OF PALM COAST**

Signed by:  
By: Mike McGlothlin  
D7DF1A254975438...

Name: Michael McGlothlin

Title: City Manager

Dated: Apr 14, 2026 | 10:29 AM EDT

**CERES ENVIRONMENTAL SERVICES,  
INC.**

Signed by:  
By: Tia Laurie  
Authorized Signatory  
B33D5A1E3C4B...

Name: Tia Laurie

Title: Corporate Secretary

Dated: Apr 13, 2026 | 8:02 AM EDT

**RESOLUTION 2026- 51  
DISASTER DEBRIS REMOVAL & DISPOSAL**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE FIRST AMENDMENT OF MASTER SERVICES AGREEMENT CONTRACT NO. RFP-PW-25-33 WITH CERES ENVIRONMENTAL SERVICES, INC., FOR DISASTER DEBRIS REMOVAL & DISPOSAL; PROVIDING LEGISLATIVE AND ADMINISTRATIVE FINDINGS; PROVIDING FOR FUTURE AMENDMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on May 15, 2025, the City of Palm Coast adopted an MSA agreement, contract number RFP-PW-25-33 with Ceres Environmental Services, Inc. for disaster debris removal and disposal services; and

**WHEREAS**, the City Council of the City of Palm Coast approves the first amendment to the contract to include a one (1) year expiration extension as well as a 2.7% CPI adjustment.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:**

**SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.** The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

**SECTION 2. AMENDMENT TO CONTRACT RFP-PW-25-33.** The City Council of the City of Palm Coast hereby amends the Master Services Agreement contract with Ceres Environmental Services, Inc. to include the expiration extension and CPI increase as attached hereto and incorporated herein by reference as Exhibit “A.”

**SECTION 3. FUTURE AMENDMENTS.** The City Manager, or designee is hereby authorized to approve any future amendment to the Master Services Agreement for changes totaling less than \$50,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute

amendments to the Master Services Agreement on behalf of the City for any other changes that may be necessary.

**SECTION 4. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

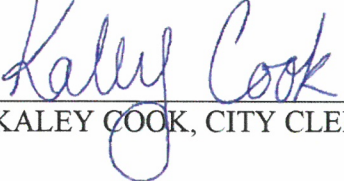
**SECTION 5. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 6. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the City Council.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 7<sup>th</sup> day of April 2026.

ATTEST:

  
KALEY COOK, CITY CLERK

CITY OF PALM COAST

  
MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

  
MARCUS DUFFY, CITY ATTORNEY



Attachment: Exhibit "A" First Amendment to Master Services Agreement

**From:** [Matthew Mancill](#)  
**To:** [Nathalie Garcia](#); [Gwen Ragsdale, MBA](#)  
**Cc:** [Alyssa Roscoe](#)  
**Subject:** Fw: Palm Coast (City of ) Florida RFP-PW-25-33 - Disaster Debris Removal & Disposal #4586  
**Date:** Monday, March 9, 2026 9:15:25 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)  
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[image013.png](#)  
[3ed8dd86-c5c8-470e-bc5c-667bed9cfbb6.png](#)  
[b5ae0e55-6c6d-40b7-b3a6-cc292a5bdd0e.png](#)  
[ec7481f9-25c7-462a-b585-4a45974f32e8.png](#)  
[d3ab3be2-f2fc-49c0-8180-857a27282801.png](#)  
[eeef13ec-f1ed-4622-b344-3b47921165cd.png](#)  
[71b5a2e2-dcc2-4703-8d18-982fa0d9ad36.png](#)

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Please see below, Marcus provides concurrence on February 3<sup>rd</sup> in the email chain below. Lauren then tells us to proceed on February 20th.

**Matthew Mancill**  
Director Of Public Works  
1 Wellfield Grade  
Palm Coast, FL 32137  
**Tel:** 386-986-2333  
[www.palmcoast.gov](http://www.palmcoast.gov)



**How are we doing?**  
**Let us know below.**  
[PalmCoast.gov/feedback](http://PalmCoast.gov/feedback)

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**From:** Lauren Johnston <[LJohnston@palmcoastgov.com](mailto:LJohnston@palmcoastgov.com)>  
**Sent:** Friday, February 20, 2026 9:25 AM  
**To:** Matthew Mancill <[MMancill@palmcoastgov.com](mailto:MMancill@palmcoastgov.com)>  
**Subject:** RE: Palm Coast (City of ) Florida RFP-PW-25-33 - Disaster Debris Removal & Disposal #4586

Yes, please proceed.

**Lauren Johnston**  
Deputy City Manager  
160 Lake Avenue  
Palm Coast, FL 32164  
**Tel:** [386-986-2341](tel:386-986-2341)  
[www.palmcoast.gov](http://www.palmcoast.gov)



**How are we doing?  
Let us know below.**  
[PalmCoast.gov/feedback](https://PalmCoast.gov/feedback)

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**From:** Matthew Mancill <MMancill@palmcoastgov.com>  
**Sent:** Friday, February 20, 2026 9:09 AM  
**To:** Lauren Johnston <LJohnston@palmcoastgov.com>  
**Subject:** Re: Palm Coast (City of ) Florida RFP-PW-25-33 - Disaster Debris Removal & Disposal #4586

We are ready to renew unless you had further questions/concerns. This is our disaster debris contract so we want to stay competitive.

**Matthew Mancill**  
Director Of Public Works  
1 Wellfield Grade  
Palm Coast, FL 32137  
**Tel:** [386-986-2333](tel:386-986-2333)  
[www.palmcoast.gov](http://www.palmcoast.gov)



**How are we doing?  
Let us know below.**  
[PalmCoast.gov/feedback](https://PalmCoast.gov/feedback)

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**From:** Lauren Johnston <[LJohnston@palmcoastgov.com](mailto:LJohnston@palmcoastgov.com)>  
**Sent:** Thursday, February 19, 2026 4:34 PM  
**To:** Matthew Mancill <[MMancill@palmcoastgov.com](mailto:MMancill@palmcoastgov.com)>  
**Subject:** RE: Palm Coast (City of ) Florida RFP-PW-25-33 - Disaster Debris Removal & Disposal #4586

Where are you at with this?

**Lauren Johnston**  
Deputy City Manager  
160 Lake Avenue  
Palm Coast, FL 32164  
**Tel:** [386-986-2341](tel:386-986-2341)  
[www.palmcoast.gov](http://www.palmcoast.gov)



**How are we doing?**



Let us know below.  
[PalmCoast.gov/feedback](https://PalmCoast.gov/feedback)

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**From:** Marcus Duffy <[MDuffy@palmcoastgov.com](mailto:MDuffy@palmcoastgov.com)>  
**Sent:** Tuesday, February 3, 2026 8:57 AM  
**To:** Matthew Mancill <[MMancill@palmcoastgov.com](mailto:MMancill@palmcoastgov.com)>  
**Cc:** Lauren Johnston <[LJohnston@palmcoastgov.com](mailto:LJohnston@palmcoastgov.com)>  
**Subject:** Re: Palm Coast (City of ) Florida RFP-PW-25-33 - Disaster Debris Removal & Disposal #4586

Good Morning Matt,

The answer to your question is - Yes. The City can accept their renewal with a 2.7% CPI adjustment subject to City Council approval.

Paragraph 12 of the master service agreement references all contract documents and states, "The RFP and all submission prepared by Supplier in response to the RFP are incorporated here by reference to the extent not inconsistent with the terms and conditions as set forth herein."

At the bottom of page 11 and the top of page 12, the RFP offers a price schedule review. The price schedule review allows the pricing under the master service agreement to be reviewed and mutually agreed upon by both parties on an annual basis. Based on this language the City can accept the vendor's renewal subject to City Council approval.

Let me know if you have any questions.

Best Regards,

**Marcus Duffy**  
City Attorney  
[www.palmcoast.gov](http://www.palmcoast.gov)



How are we doing?  
Let us know below.  
[PalmCoast.gov/feedback](https://PalmCoast.gov/feedback)

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**From:** Matthew Mancill <[MMancill@palmcoastgov.com](mailto:MMancill@palmcoastgov.com)>

**Sent:** Tuesday, January 27, 2026 10:11 AM  
**To:** Lauren Johnston <[LJohnston@palmcoastgov.com](mailto:LJohnston@palmcoastgov.com)>  
**Cc:** Marcus Duffy <[MDuffy@palmcoastgov.com](mailto:MDuffy@palmcoastgov.com)>  
**Subject:** RE: Palm Coast (City of ) Florida RFP-PW-25-33 - Disaster Debris Removal & Disposal #4586

Good morning Lauren/Marcus,

I reviewed the contract and it doesn't include any language on CPI increases, however, it doesn't say anything that would prohibit it in my opinion. The term language states that the agreement is for one year with four renewal options at the sole option of the city.

I would say it would be beneficial to allow them an annua CPI increase as our last contract did not and it gave us difficulties with leveraging the contract the last option year. Basically prices had not kept pace with the market and we were no longer competitive and haulers did not want to provide service for those rates.

Alyssa checked the CPI and it is tracking at 2.7% for "general CPI" which is what they are proposing.

Marcus...can you review and let us know if there would be any legal reasons we could not accept their renewal with a 2.7% CPI adjustment?

Matt

**Matthew Mancill**  
Director Of Public Works  
1 Wellfield Grade  
Palm Coast, FL 32137  
**Tel:** 386-986-2333  
[www.palmcoast.gov](http://www.palmcoast.gov)



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Let us know below.**  
[PalmCoast.gov/feedback](http://PalmCoast.gov/feedback)

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**From:** Lauren Johnston <[LJohnston@palmcoastgov.com](mailto:LJohnston@palmcoastgov.com)>  
**Sent:** Friday, January 23, 2026 4:53 PM  
**To:** Matthew Mancill <[MMancill@palmcoastgov.com](mailto:MMancill@palmcoastgov.com)>  
**Subject:** Fw: Palm Coast (City of ) Florida RFP-PW-25-33 - Disaster Debris Removal & Disposal #4586

Can you please review and us discuss next week?

**Lauren Johnston**  
Deputy City Manager  
160 Lake Avenue  
Palm Coast, FL 32164  
**Tel:** [386-986-2341](tel:386-986-2341)  
[www.palmcoast.gov](http://www.palmcoast.gov)



**How are we doing?**  
**Let us know below.**  
[PalmCoast.gov/feedback](http://PalmCoast.gov/feedback)

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**From:** Tracey Mancini <[Tracey.Mancini@ceresenv.com](mailto:Tracey.Mancini@ceresenv.com)>  
**Sent:** Thursday, January 22, 2026 4:39:59 PM  
**To:** Lauren Johnston <[LJohnston@palmcoastgov.com](mailto:LJohnston@palmcoastgov.com)>  
**Cc:** Tia Laurie <[Tia.Laurie@ceresenv.com](mailto:Tia.Laurie@ceresenv.com)>  
**Subject:** Palm Coast (City of ) Florida RFP-PW-25-33 - Disaster Debris Removal & Disposal #4586

Lauren:

I hope you are well. Happy New Year.

I wanted to reach out and submit our request for 1<sup>st</sup> Renewal and our request for CPI Increase for review and approval.

As you are aware the 1st Renewal is due on or before May 16, 2026. Please advise if you will be preparing the Renewal of if you would like me to prepare same.

Thank you. Have a great weekend. I look forward to hearing back from you soon.

**\*\*\* PLEASE TAKE NOTICE OF OUR NEW ADDRESS BELOW AND ADJUST YOUR RECORDS ACCORDINGLY\*\*\***

TRACEY A. MANCINI  
Contract Administrator

Ceres Environmental Services, Inc.  
6371 Business Boulevard  
Suite 100

Sarasota, FL 34240  
Cell: (941) 402-4371

Direct: (941) 358-4861

Fax: (866) 228-5636

Email: [Tracey.Mancini@ceresenv.com](mailto:Tracey.Mancini@ceresenv.com)

Website: [www.ceresenvironmental.com](http://www.ceresenvironmental.com)



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**\*\*\*Memorandum – For Immediate Distribution\*\*\***

Season: 2026 Storm Season

Subject: **Ceres Emergency Contact Information**

In preparation for the upcoming storm season, Ceres has assigned the following emergency contacts to activate pre-event debris removal contracts:

Name	Title	Cell Ph	E-Mail	FAX
Tia Laurie	Director of Administration	(813) 333-8254	<a href="mailto:Tia.Laurie@ceresenv.com">Tia.Laurie@ceresenv.com</a>	(866) 228-5636
Tracey A. Mancini	Contract Administrator	(941) 402-4371	<a href="mailto:Tracey.Mancini@ceresenv.com">Tracey.Mancini@ceresenv.com</a>	(866) 228-5636
Marc Faisant	Regional Client Service Representative	(941) 914-7202	<a href="mailto:Marc.Faisant@ceresenv.com">Marc.Faisant@ceresenv.com</a>	(866) 228-5636

For all other inquiries including pre-season coordination meetings, Ceres has assigned the following client services representatives:

Name	Title	Cell Ph	E-Mail	FAX
Marc Faisant	Regional Client Service Representative	(941) 914-7202	<a href="mailto:Marc.Faisant@ceresenv.com">Marc.Faisant@ceresenv.com</a>	(866) 228-5636

If you have any questions concerning these emergency contacts or require any other assistance, please contact Tia Laurie or Marc Faisant.

Thank you,

**The Ceres Team**

Attachment A

#	Description	Unit	Estimated Quantity	Unit Price	Total Cost	Unit Price 2.7% CPI Increase	Total Cost 2.7% CPI Increase
#0-1	Load eligible vegetative debris from public Right- of- Ways and haul to temporary storage and reduction site (0 to <20 miles)	CY	100,000.00	9.48	948,000.00	9.74	974,000.00
#0-2	Load eligible vegetative debris from public Right- of- Ways and haul to temporary storage and reduction site (15 to <30 miles)	CY	100,000.00	9.58	958,000.00	9.84	984,000.00
#0-3	Load eligible vegetative debris from public Right- of- Ways and haul to temporary storage and reduction site (30 miles and greater)	CY	100,000.00	9.68	968,000.00	9.94	994,000.00
#0-4	Load eligible C&D debris from public Right-of- Ways and haul to temporary storage and reduction site (0 to <20 miles)	CY	20,000.00	9.28	185,600.00	9.53	190,600.00
#0-5	Load eligible C&D debris from public Right-of- Ways and haul to temporary storage and reduction site (15 to <30 miles)	CY	20,000.00	9.48	189,600.00	9.74	194,800.00
#0-6	Load eligible C&D debris from public Right-of- Ways and haul to temporary storage and reduction site (30 miles and greater)	CY	20,000.00	9.58	191,600.00	9.84	196,800.00
#0-7	Reduce vegetative debris by incineration (non- open pit)	CY	100,000.00	2.25	225,000.00	2.31	231,000.00
#0-8	Reduce vegetative debris by grinding/chipping (Chips 1" or smaller)	CY	100,000.00	3.95	395,000.00	4.06	406,000.00
#0-9	Reduce vegetative debris by grinding/chipping (Chips >1" )	CY	100,000.00	3.65	365,000.00	3.75	375,000.00
#0-10	Load, haul and dispose of TDS material (mulch) to an approved permanent disposal Site (0 to 30 miles)	CY	100,000.00	3.90	390,000.00	4.01	401,000.00
#0-11	Load, haul and dispose of TDS material (mulch) to an approved permanent disposal Site (31 to 60 miles)	CY	100,000.00	4.30	430,000.00	4.42	442,000.00
#0-12	Load, haul and dispose of TDS material (mulch) to an approved permanent disposal Site (61 miles or greater)	CY	100,000.00	4.60	460,000.00	4.72	472,000.00
#0-13	Extract hazardous stumps 24.01" to <36" diameter, fill dirt and seed. Haul to TDS	EA	25.00	400.00	10,000.00	410.80	10,270.00
#0-14	Extract hazardous stumps 36.01" to 48" diameter, fill dirt and seed. Haul to TDS	EA	25.00	425.00	10,625.00	436.48	10,912.00
#0-15	Extract hazardous stumps grater than 48" diameter, fill dirt and seed. Haul to TDS	EA	10.00	450.00	4,500.00	462.15	4,621.50
#0-16	Remove Tree/leaner < 12" diameter at breast height. Leave debris curbside in ROW	EA	25.00	200.00	5,000.00	205.40	5,135.00

#0-17	Remove Tree/leaner 13" to 18" diameter at breast height. Leave debris curbside in ROW	EA	10.00	400.00	4,000.00	410.80	4,108.00
#0-18	Remove Tree/leaner 19" to 24" diameter at breast height. Leave debris curbside in ROW	EA	10.00	600.00	6,000.00	616.20	6,162.00
#0-19	Remove Tree/leaner 25" to 30" diameter at breast height. Leave debris curbside in ROW	EA	10.00	650.00	6,500.00	667.55	6,675.50
#0-20	Remove Tree/leaner 31" to 36" diameter at breast height. Leave debris curbside in ROW	EA	10.00	700.00	7,000.00	718.90	7,189.00
#0-21	Remove Tree/leaner 37" to 42" diameter at breast height. Leave debris curbside in ROW	EA	10.00	750.00	7,500.00	770.25	7,702.50
#0-22	Remove Tree/leaner 43" to 48" diameter at breast height. Leave debris curbside in ROW	EA	5.00	800.00	4,000.00	821.60	4,108.00
#0-23	Remove Tree/leaner 49" to 54" diameter at breast height. Leave debris curbside in ROW	EA	5.00	850.00	4,250.00	872.95	4,364.75
#0-24	Replacement of Sod (St Augustine)	SY	100.00	15.00	1,500.00	15.41	1,541.00
#0-25	Replacement of Sod (Bajaha)	SY	100.00	15.00	1,500.00	15.41	1,541.00
#0-26	Collect, haul and dispose of animal carcasses	Lbs	1,000.00	1.00	1,000.00	1.03	1,030.00
#0-27	Remove Hazardous Limbs	EA	5.00	125.00	625.00	128.38	641.90

BPO Mgr. approved

DS  
MR



### CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Ceres Environmental Services, Inc.

Project Name: Disaster Debris Removal & Disposal

Bid/Reference # RFP-PW-25-33

Contract Type: Master Services Agreement

Contract Value \$ Over \$50K

Resolution # 2025-68

City Council Approval Date: 05/06/2025

Standard Contract Template (Y/N): Y

If No, then Reviewed by  
City Attorney: n/a

Length of Contract: 1 year

Renewable (Y/N): yes

If Yes, # and length of  
renewals: 4 at one year each

City's Project Manager Alyssa Roscoe

**Brief Description/Purpose:**

MSA for Disaster Debris Removal & Disposal

**Approvals:**

Responsible Dept. Director Matt Mancill  
DocuSigned by: B7AE538AB5B5431...

Date: May 14, 2025 | 10:04 AM PDT

City Finance Helena Alves  
Signed by: 4F2A9892B7B492...

Date: May 15, 2025 | 8:32 AM EDT

City Attorney Marcus Duffy  
Signed by: A9D59FA5D9FD417...

Date: May 14, 2025 | 1:33 PM EDT

Acting City Manager Lauren Johnston  
DocuSigned by: 17644D609F7D434...

Date: May 15, 2025 | 8:55 AM EDT





# City of PALM COAST

**Finance Department**  
Budget & Procurement Office

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

This DocuSign contains the Master Service Agreement ("Contract") between your company and the City of Palm Coast for the RFP-PW-25-33 Disaster Debris Removal & Disposal.

In addition to the Contract, the following must be provided with the Contract: *(please attach where indicated below)*

- Copy of Certificate of Liability, **listing the City as additional insured**, in the amounts as indicated in the original Invitation to Bid documents 
- Copy of Performance Bond in the amount equal to or exceeding One Million Dollars (\$1,000,000). 

Once we receive the completed DocuSign back with the required attachments, I will review the attachments and let you know whether they are acceptable. Once I confirm with you that the Performance Bond is acceptable, please record them with Flagler County Clerk's office and return the **recorded original bond** to my attention at the address above. Once the Contract completes our signature approval process, a completed fully executed copy will be returned via DocuSign to you for your records.

If you should have any questions, please don't hesitate to contact me at any time.

Sincerely,

*Nathalie Garcia*

Nathalie Garcia  
Sr. Contracts and Procurement Coordinator





## MASTER SERVICES AGREEMENT

**THIS MASTER SERVICES AGREEMENT** ("Agreement") made and entered into this 15th day of May, 2025 ("Effective Date"), between CERES ENVIRONMENTAL, SERVICES, INC. whose primary place of business is 6371 Business Boulevard, Suite 100, Sarasota, Florida 34240 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

### WITNESSETH:

**WHEREAS**, CITY desires to procure **DISASTER DEBRIS REMOVAL & DISPOSAL** from a competent and qualified supplier and has conducted a formal Request for Proposal (RPP-PW-25-33) requesting bids/quotes for the services; and

**WHEREAS**, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFP and desires to render said services to CITY at the firm prices established herein and in accordance with the terms and conditions stated herein;

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

#### 1. **SUPPLY OF SERVICES:**

- A. Services.** During the term of this Agreement SUPPLIER shall provide the services, including any deliverables ("Services") as requested. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided. All such reports, presentations, charts, graphs and the like must be ADA standards complaint for publishing.
- B. Quality of Services.** SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.
- C. Schedule/Delivery.** Time is of the essence in the performance of this Agreement. SUPPLIER shall begin performing services upon execution by both Parties of this Agreement and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each Scope of Work. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate

written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

- D. Change Orders.** No changes to the Scope of Work shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.
- E. Supplier Designated Representative/Key Personnel.** SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Scope of Work. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.
- F. Replacement of SUPPLIER Personnel.** CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with this Agreement. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.
- G. CITY Premises.** At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.
- H. Ownership of Deliverables.** All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.
- I. Acceptance Criteria.** For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

## **2. COMPENSATION:**

- A. Costs and Expenses.** Compensation to SUPPLIER for the services performed shall be as set forth in the Scope of Work/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of Services and have been approved in writing in advance by an authorized representative of CITY.
- B. Invoicing.** Each As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the CITY issuing a purchase order to SUPPLIER

with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly agreed upon in writing executed by all parties, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com).

- C. Payment Terms.** The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.23; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.
- D. Financial Reconciliation.** At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

**3. TERM AND TERMINATION:**

**A. Term.** This Agreement shall take effect on the Effective Date and shall terminate at the end of one (1) year. Following the initial term and at the sole option of CITY, this Agreement may be renewed for four (4) successive periods not to exceed one (1) year each.

**B. Termination By CITY.**

- i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice. In the event of such termination, SUPPLIER shall immediately cease all work unless such notice expressly provides otherwise.
- ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:
  - 1. If, in CITY'S opinion, adequate progress is not being made by SUPPLIER; or
  - 2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or
  - 3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or
  - 4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
  - 5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.
- iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than the value of the work done by SUPPLIER in accordance with this Agreement with respect thereto prior to termination, whichever is less.
- iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth herein for all work done by SUPPLIER in accordance with this Agreement with respect thereto prior to termination.

- C. **Termination By SUPPLIER.** SUPPLIER shall have the right to terminate this Agreement by way of a written notice, if CITY commits a material breach of the Agreement and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.
- D. **Cooperation.** Upon receipt of a notice for any termination of this Agreement, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.
- E. **Survivability.** The terms of this Agreement shall survive in full force and effect as to any incomplete Purchase Orders issued prior to the expiration of this Agreement and such Purchase Orders shall continue to be subject to this Agreement until such Purchase Orders are completed or terminated in accordance with this Agreement.

#### 4. REPRESENTATIONS AND WARRANTIES.

##### A. SUPPLIER represents and warrants the following:

- i. The Services shall be performed strictly in accordance with and conform to this Agreement and any applicable industry standards and practices.
  - ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.
  - iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.
  - iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.
  - v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.
  - vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.
- B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.
- C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement.

#### 5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

- A. **Indemnification.** SUPPLIER shall indemnify, hold harmless and defend CITY from and against any and all liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, arising out of or resulting from the performance or provision for services required under this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of SUPPLIER, its agents, servants, officers, officials, employees, or subcontractors. CITY reserves its rights to be represented in any such action by its own counsel at its own expense. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein. In addition, in claims against any person or entity indemnified under this Section by an employee of SUPPLIER or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for SUPPLIER or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts. This indemnification provision shall survive any termination or expiration of this Agreement.

- B. Sovereign Immunity.** CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.
- C. Insurance.** SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "A" Insurance Requirements, attached hereto and made a part hereof.
- 6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.**
- A.** In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.
- B.** SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.
- C.** In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.
- 7. ASSIGNMENT.** SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.
- 8. AUDIT OF BOOKS AND RECORDS.** SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- 9. AUTHORIZED REPRESENTATIVE.** Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.
- 10. CHOICE OF LAW/JURISDICTION.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.
- 11. COMPLIANCE WITH LAWS.** SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:
- A. Discrimination/ADA.** SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is

placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

**B. Drug Free Workplace.** SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

**C. Immigration.** CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

**D. Scrutinized Companies.** Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

**E. Contractor Preference.** Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

- a. The Contractor's political opinions, speech, or affiliations;
- b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
- c. The Contractor's lawful ownership of a firearm;
- d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
- e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
- f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
- g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
- h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

**F. Conflict of Interest.**

- i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.
- ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
- iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.

**G.** Violation of this Section shall be considered as justification for immediate termination of this Agreement.

**12. CONTRACT DOCUMENTS.** The RFP and all submissions prepared by SUPPLIER in response to the RFP are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any

amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

**13. ENFORCEABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Purchase Order.

**14. ENTIRE AGREEMENT.** This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement or any other writing, this Agreement controls over such inconsistent or additional terms.

**15. E-VERIFY REGISTRATION AND USE.** Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

**16. EXCLUSIVITY.** The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement and to competitively bid any project it may have.

**17. INDEPENDENT CONTRACTOR.** The relationship of the Parties established by this Agreement is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

**18. INTERPRETATION.** This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

**19. NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

**FOR CITY:**

The City Manager  
City of Palm Coast  
160 Lake Avenue  
Palm Coast, Florida 32164

**FOR SUPPLIER:**

Tia Laurie  
Ceres Environmental Services, Inc.  
6371 Business Boulevard, Suite 100  
Sarasota, Florida 34240

**20. ORDER OF PRECEDENCE.** In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions and any related exhibits, attachments, or proposals, the terms of the Agreement shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

**21. PUBLIC RECORDS LAW.**

**A.** The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

- i. Keep and maintain all public records required by CITY to perform the Services herein; and
- ii. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
- iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

**B.** All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

**c. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S**

**OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.**

**22. SEVERABILITY.** If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

**23. SUBCONTRACTORS.** In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

**24. WAIVER.** The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

**IN WITNESS WHEREOF,** the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

**CITY OF PALM COAST**

**CERES ENVIRONMENTAL SERVICES, INC.**

DocuSigned by:  
By: Lauren Johnston  
17644D609F7D434...

Signed by:  
By: Tia Laurie  
(A Breeze Signature)

Print: Lauren Johnston

Print Name: Tia Laurie

Title: Acting City Manager

Title: Secretary

Date: May 15, 2025 | 8:55 AM EDT

Date: May 14, 2025 | 11:40 AM EDT

**Exhibits**

A - Insurance Requirements

B - Price Schedule

C- Federally Required Contract Clauses

## EXHIBIT A

### Insurance Requirements

#### 1. GENERAL.

- 1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.
- 1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.
- 1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontractor or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsibility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.
- 1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.
- 1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.
- 1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

#### 2. INSURANCE COMPANY REQUIREMENTS.

- 2.1. SUPPLIER shall obtain or possess and continuously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.
- 2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. **COVERAGE.** Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

**3.1. Workers' Compensation/Employer's Liability.**

**A. Workers Compensation Coverage** SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

**B. Employers Liability Coverage**  
 \$500,000.00 (Each Accident)  
 \$500,000.00 (Disease-Each Employee)  
 \$500,000.00 (Disease-Policy Limit)

**3.2. Commercial General Liability.**

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project) greater)	\$2,000,000.00 or 2x Per Occurrence (whichever is
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

**3.3. Business Auto Policy.**

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000.00

**3.4. Professional Liability:** SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

**EXHIBIT B**  
**Price Schedule**

**(See attached)**

## PRICE SCHEDULE

#	Description	Unit	Estimated Quantity	Unit Price	Total Cost
#0-1	Load eligible vegetative debris from public Right-of-Ways and haul to temporary storage and reduction site (0 to <20 miles)	Cubic Yards	100000	\$9.48	\$948,000.00
#0-2	Load eligible vegetative debris from public Right-of-Ways and haul to temporary storage and reduction site (15 to <30 miles)	Cubic Yards	100000	\$9.58	\$958,000.00
#0-3	Load eligible vegetative debris from public Right-of-Ways and haul to temporary storage and reduction site (30 miles and greater)	Cubic Yards	100000	\$9.68	\$968,000.00
#0-4	Load eligible C&D debris from public Right-of-Ways and haul to temporary storage and reduction site (0 to <20 miles)	Cubic Yards	20000	\$9.28	\$185,600.00
#0-5	Load eligible C&D debris from public Right-of-Ways and haul to temporary storage and reduction site (15 to <30 miles)	Cubic Yards	20000	\$9.48	\$189,600.00
#0-6	Load eligible C&D debris from public Right-of-Ways and haul to temporary storage and reduction site (30 miles and greater)	Cubic Yards	20000	\$9.58	\$191,600.00
#0-7	Reduce vegetative debris by incineration (non-open pit)	Cubic Yards	100000	\$2.25	\$225,000.00
#0-8	Reduce vegetative debris by grinding/chipping (Chips 1" or smaller)	Cubic Yards	100000	\$3.95	\$395,000.00
#0-9	Reduce vegetative debris by grinding/chipping (Chips >1" )	Cubic Yards	100000	\$3.65	\$365,000.00
#0-10	Load, haul and dispose of TDS material (mulch) to an approved permanent disposal Site (0 to 30 miles)	Cubic Yards	100000	\$3.90	\$390,000.00
#0-11	Load, haul and dispose of TDS material (mulch) to an approved permanent disposal Site (31 to 60 miles)	Cubic Yards	100000	\$4.30	\$430,000.00
#0-12	Load, haul and dispose of TDS material (mulch) to an approved permanent disposal Site (61 miles or greater)	Cubic Yards	100000	\$4.60	\$460,000.00
#0-13	Extract hazardous stumps 24.01" to <36" diameter, fill dirt and seed. Haul to TDS	Each	25	\$400.00	\$10,000.00
#0-14	Extract hazardous stumps 36.01" to 48" diameter, fill dirt and seed. Haul to TDS	Each	25	\$425.00	\$10,625.00
#0-15	Extract hazardous stumps greater than 48" diameter, fill dirt and seed. Haul to TDS	Each	10	\$450.00	\$4,500.00

#	Description	Unit	Estimated Quantity	Unit Price	Total Cost
#0-16	Remove Tree/leaner < 12" diameter at breast height. Leave debris curbside in ROW	Each	25	\$200.00	\$5,000.00
#0-17	Remove Tree/leaner 13" to 18" diameter at breast height. Leave debris curbside in ROW	Each	10	\$400.00	\$4,000.00
#0-18	Remove Tree/leaner 19" to 24" diameter at breast height. Leave debris curbside in ROW	Each	10	\$600.00	\$6,000.00
#0-19	Remove Tree/leaner 25" to 30" diameter at breast height. Leave debris curbside in ROW	Each	10	\$650.00	\$6,500.00
#0-20	Remove Tree/leaner 31" to 36" diameter at breast height. Leave debris curbside in ROW	Each	10	\$700.00	\$7,000.00
#0-21	Remove Tree/leaner 37" to 42" diameter at breast height. Leave debris curbside in ROW	Each	10	\$750.00	\$7,500.00
#0-22	Remove Tree/leaner 43" to 48" diameter at breast height. Leave debris curbside in ROW	Each	5	\$800.00	\$4,000.00
#0-23	Remove Tree/leaner 49" to 54" diameter at breast height. Leave debris curbside in ROW	Each	5	\$850.00	\$4,250.00
#0-24	Replacement of Sod (St Augustine)	Square Yard	100	\$15.00	\$1,500.00
#0-25	Replacement of Sod (Bajaha)	Square Yard	100	\$15.00	\$1,500.00
#0-26	Collect, haul and dispose of animal carcasses	Pound	1000	\$1.00	\$1,000.00
#0-27	Remove Hazardous Limbs	Each	5	\$125.00	\$625.00

**EXHIBIT C  
FEDERALLY REQUIRED CONTRACT CLAUSES  
FOR FEMA PUBLIC ASSISTANCE  
GRANTEES AND SUBGRANTEES**

**A. *Equal Employment Opportunity***

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it

participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**B. *Compliance with the Contract Work Hours and Safety Standards Act***

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**C. *Clean Air Act***

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**D. Federal Water Pollution Control Act**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**E. Suspension and Debarment**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City and/or the State of Florida, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**F. Byrd Anti-Lobbying Amendment, (31 U.S.C. §1352 (as amended))**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Certifications submitted to the City shall be in the following form:

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**G. Procurement of Recovered Materials**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**H. Access to Records**

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

(4) In Compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**I. U.S. Department of Homeland Security (DHS) Seal, Logo, and Flags**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

***J. Compliance with Federal Law, Regulations, and Executive Orders***

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

***K. No Obligation by Federal Government***


The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

***L. Program Fraud and False or Fraudulent Statements or Related Acts***

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**FORM 5- E-VERIFY REGISTRATION AND USE AFFIDAVIT**

- A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all its employees hired on and after January 1, 2021.
- B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.
- C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
  - 1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
  - 2. Have it signed and notarized.
  - 3. Then attach the notarized affidavit and the proof of registration where indicated.
- D. The successful proposer awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.
- E. **Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Proposer shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.**

<p><u>Ceres Environmental Services, Inc.</u> Name of Proposer</p> <p><u>Tia Laurie, Corporate Secretary</u> Name and Titles of Authorized Representative(s)</p> <p> Signature(s)</p> <p><u>March 18, 2025</u> Printed Date</p>
---



[Company Letter Head]
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Ceres Environmental Services, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Ceres Environmental Services, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

[Handwritten signature of Tia Laurie]

Print Name: Tia Laurie
Title: Corporate Secretary
Date: March 18, 2025

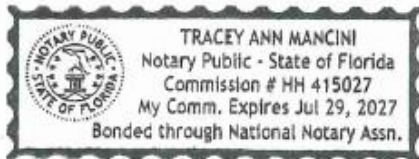
STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 18th day of March, 2025 by Tia Laurie, Corporate Secretary [name of officer or agent, title of officer or agent] of Ceres Environmental Services, Inc. [name of contractor company acknowledging], a Florida [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced [type of identification] as identification.

[Handwritten signature of Tracey A. Mancini]
Notary Public

[NOTARY SEAL]

Tracey A. Mancini
Name typed, printed or stamped



My Commission Expires: July 29, 2027

**FORM 7 – PUR 1355**

**FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Ceres Environmental Services, Inc. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true

Printed Name: Tia Laurie

Title: Corporate Secretary

Signature: 

Date: March 18, 2025

**FORM 8 – AFFIDAVIT OF COMPLIANCE**

**AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

State of Florida

County of Sarasota

Ceres Environmental

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of Services, Inc. (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: March 18, 2025

Signed: *Tia Laurie*

Entity: Ceres Environmental Services, Inc. Name: Tia Laurie

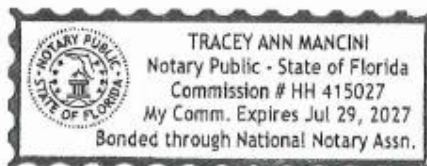
Title: Corporate Secretary

Sworn to (or affirmed) and subscribed before me this 18th day of March, ~~2024~~<sup>2025</sup>, by Tia Laurie.

Notary Signature

*Tracey Mancini*

PRINT, TYPE OR STAMP NAME OF NOTARY



Personally known X

OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_





Liberty Mutual Surety

January 26, 2025

Re: Ceres Environmental, Inc.  
Contractor's Qualification Statement

To Whom It May Concern:

Ceres Environmental, Inc. is a highly regarded and valued client of Liberty Mutual Insurance Company ("Liberty Mutual"). Ceres has been a client for over 35 years. Currently, we provide a bond program of \$2,000,000,000. We are confident in their ability to perform.

Liberty Mutual is an A (Excellent) A.M. Best rated insurance company in Financial Size Category XV (\$2 Billion or greater).

Please note that the decision to issue performance and payment bonds is a matter between Ceres and Liberty Mutual and will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me at (612) 349-2464.

Sincerely,  
Liberty Mutual Insurance Company

Ted Jorgensen  
Attorney-in-Fact

**RESOLUTION 2025-68  
DISASTER DEBRIS REMOVAL AND DISPOSAL**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING MASTER SERVICE AGREEMENT CONTRACTS WITH CERES ENVIRONMENTAL SERVICES, INC., AND CTC DISASTER RESPONSE, INC., FOR DISASTER DEBRIS REMOVAL & DISPOSAL; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Ceres Environmental Services, Inc., and CTC Disaster Response, Inc., have expressed a desire to provide disaster debris removal and disposal to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to enter into Master Services Agreements with aforementioned vendors for disaster debris removal and disposal.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:**

**SECTION 1. APPROVAL OF MASTER PRICE AGREEMENTS.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the Master Services Agreements with Ceres Environmental Services, Inc., and CTC Disaster Response, Inc., which is attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the necessary documents.

**SECTION 3. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

**SECTION 4. CONFLICTS.** All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

**SECTION 5. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 6<sup>th</sup> day of May 2025.

ATTEST:

  
KALEY COOK, CITY CLERK

CITY OF PALM COAST

  
MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

  
MARCUS DUFFY, CITY ATTORNEY



Attachment: Exhibit "A" – Draft Contracts



Liberty Mutual Surety

May 15, 2025

City of Palm Coast  
160 Lake Avenue  
Palm Coast, FL 32164

Re: **Surety Bond Commitment**  
**Ceres Environmental Services, Inc. (6371 Business Blvd., Suite 100., Sarasota, FL 34240)**  
**RE: RFP-PW-25-33, Disaster Debris Removal & Disposal, Master Services Agreement, Resolution #2025-68**

To Whom It May Concern:

Liberty Mutual Insurance Company has approved the issuance of performance and payment bonds in the amount of **\$1,000,000.00** for the benefit of **the City of Palm Coast, FL** per the requirements set forth in **RFP-PW-25-33, Disaster Debris Removal & Disposal, Master Services Agreement, Resolution#2025-68**. This performance and payment bond will be for the successful contract completion of the work set forth in **RFP-PW-25-33, Disaster Debris Removal & Disposal, Master Services Agreement, Resolution #2025-68**. Environmental Services, Inc. is approved to provide bonds for single projects up to \$2,000,000,000 (Two Billion).

Liberty Mutual Insurance Company is a surety or insurance company currently listed on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, with an A rating, financial size category of XV in the latest printing of the A.M. Best's Key Rating guide to write individual bonds up to ten (10) percent of policyholders' surplus as shown in the A.M. Best's key rating guide and is licensed to issue surety bonds in the State of **Florida**.

Please note that the decision to issue performance and payment bonds is a matter between Ceres and Liberty Mutual Insurance Company, and it will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

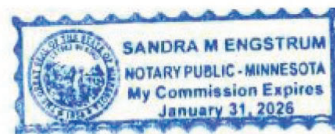
Sincerely,

Ted Jorgensen,  
Attorney-in-Fact  
612-349-2400  
Liberty Mutual Insurance  
2854 Highway 55, Suite #250  
Eagan, MN 55121

State of Minnesota  
County of Hennepin

On this 15<sup>th</sup> day of May 2025 appeared  
Ted Jorgensen, to me personally  
Known, who, being by me duly sworn, is the  
Attorney-in-Fact of Liberty Mutual Insurance Company.

Sandra M. Engstrum



Member of Liberty Mutual Group



# POWER OF ATTORNEY

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8213401- 190054**

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kristine M. Becks; Melinda C. Blodgett; R. C. Bowman; Joseph Cardinal; Tina Domask; Sandra M. Engstrum; R. W. Frank; Ted Jorgensen; Joshua R. Loftis; Ryan-Olivia E Lundy; Michelle Morrison; Austin Muehlschlegel; Brian J. Oestreich; Sarah Robinson; Ross S. Squires; Nicole Stillings; Nathan Weaver; Colby D. White

all of the city of St. Louis Park state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of March, 2025.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 19th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 15th day of May, 2025.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary