

SECOND AMENDMENT TO AGREEMENT FOR YARD AND WOOD WASTE DISPOSAL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR YARD AND WOOD WASTE DISPOSAL SERVICES ("Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **D & G SOLUTIONS GROUP, LLC** a limited liability company duly organized and authorized to do business in the state of Florida (EIN# 61-1789875) ("Vendor").

WHEREAS, on April 15, 2021, City and Vendor entered into an Agreement for Yard and Wood Waste Disposal Services (the "Original Agreement"), City of Ocala Contract Number: PWD/200619 for a term of five (5) years, from November 4, 2020, to November 3, 2025; and

WHEREAS, on September 12, 2022, City and Vendor entered into a First Amendment to Agreement for Yard and Wood Waste Disposal Services (the "First Amendment"), to amend the Original Agreement to reflect a negotiated price increase for yard and wood waste disposal services; and

WHEREAS, City and Vendor now desire to renew the first of two (2) five-year renewal terms available under the Original Agreement and to incorporate a negotiated price increase.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional (5) five-year term beginning on **NOVEMBER 4, 2025**, and terminating **NOVEMBER 3, 2030**. Thereafter, this Agreement may be renewed for **ONE (1) additional FIVE (5) YEAR** period by written consent between the City and Vendor.
4. **COMPENSATION.** Vendor shall be paid up to a maximum limiting amount of **TWO MILLION, SIX HUNDRED SIXTY-FOUR THOUSAND, SIX HUNDRED FIFTY-FIVE AND 26/100 DOLLARS \$(2,664,655.26)** over the Renewal Term as full and complete compensation for yard and wood waste disposal for the City on an as-needed basis in accordance with the unit pricing set forth below.

Disposal Fee	Per Cubic Yard	\$7.17
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- A. **Price Adjustments.** Prices offered shall remain firm for Renewal Term. Requests for a price adjustment shall be submitted in writing, **no later than NINETY (90) DAYS** prior to the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of **no more than THREE PERCENT (3%)** annually unless

there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Vendor's proposed price increases. Vendor must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost.

5. **NOTICES.** All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:	D & G Solutions Group LLC Attn: Chad Ditty, Managing Member 5451 SE Maricamp Road Ocala, Florida 34480 PH: 352-266-4401 E-mail: cditty@d-gsolutions.com
If to City of Ocala:	Daphne M. Robinson, Contracting Officer City of Ocala 110 SE Watula Avenue, 3 rd Floor Ocala, Florida 34471 PH: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3 rd Floor Ocala, Florida 34471 PH: 352-401-3972 E-mail: wsexton@ocalafl.gov

6. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
8. **LEGAL AUTHORITY.** Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.



IN WITNESS WHEREOF, the parties have executed this Second Amendment on

_____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Kristen Dreyer
City Council President

Approved as to form and legality:

D & G SOLUTIONS GROUP, LLC

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)