

**THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL
MEMBER DANIELSON AND SECONDED FOR ADOPTION BY
COUNCIL MEMBER _____**

RESOLUTION NO. 22-39

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO AMEND THE
CONTRACT BETWEEN THE CITY OF MANDEVILLE AND CERES
ENVIRONMENTAL SERVICES, INC. FOR EMERGENCY DEBRIS REMOVAL AND
PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City desires to amend the Emergency Debris Removal Contract with Ceres Environmental Services, Inc. (“Consultant”), through which Consultant provides emergency debris removal services to and throughout the City and has been in effect since August 29, 2021; and

WHEREAS, the August 29, 2021 Emergency Debris Removal Contract (“Agreement”) is attached to the Resolution, and all terms set forth therein are to be renewed with the exception of those terms that have been set forth in Amendment No. 3 to the Agreement, which is also attached hereto; and

WHEREAS, in response to Hurricane Ida, the City and Consultant negotiated a Change Order to address the removal of leaning trees and hazardous hanging branches, and at this time both City and Consultant wish to formally amend the contract to adopt the terms set forth in the Change Order in the event that the three year standby contract is activated in response to a future emergency event;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to amend the August 29, 2021 Emergency Debris Removal Contract with Ceres Environmental Services, Inc., as set forth in Amendment No. 3 to the Agreement to incorporate the services and rates established therein.

With the above resolution having been properly introduced and duly seconded, the vote was as follows:

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the resolution was declared adopted this _____ day of _____, 2022.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

SUPPLEMENTAL AGREEMENT NO. 3
TO CONTRACT FOR
EMERGENCY DEBRIS REMOVAL CONTRACT
DATED AUGUST 29, 2021

THIS SUPPLEMENTAL AGREEMENT, made and entered into this the ____ day of _____ 2022, by and between:

CITY OF MANDEVILLE, LOUISIANA (hereafter the "OWNER")
and
CERES ENVIRONMENTAL SERVICES, INC.
(hereafter the "CONSULTANT").

WHEREAS the OWNER and the CONSULTANT entered into an Agreement on August 29, 2021 (Original Contract) whereby, the CONSULTANT is to provide all necessary professional services associated with the original contract for the OWNER, all as more specifically set forth in said Agreement, and

WHEREAS the OWNER now desires to amend the Agreement's treatment of hazardous tree removal in Lines 2A-2E to account for site management, debris reduction, and haul out for Line Items 2A-2E, and CONSULTANT agrees to provide a significant price reduction to cut a hazardous tree and leave the residual tree debris on the public right-of-way for removal under Line Item 1 ("cut and drop method"); and

WHEREAS, the OWNER now desires to amend the Agreement's Line Item 2F description for hazardous hanging limbs to account for site management, debris reduction, and haul out for Line Item 2F and CONSULTANT agrees to provide a significant price reduction to cut a hazardous hanging limb and leave the residual limb debris on the public right of way for removal under Line Item 1 ("cut and drop method"); and

WHEREAS, the OWNER and CONSULTANT both agree that the unit prices for Hazardous Leaners and Hanging Limbs shall be supplemented as follows:

Line Item No.	Description	Unit	Unit Price
2A	Hazardous trees- greater than 6" up to 12.99" in diameter	Each	\$39.67
2B	Hazardous trees- greater than 13" up to 24.99" in diameter	Each	\$115.00
2C	Hazardous trees- greater than 15" up to 36.99" in diameter	Each	\$191.67
2D	Hazardous trees- greater than 37" up to 48" in diameter	Each	\$225.00
2E	Hazardous trees- greater than 48" in diameter	Each	\$255.00
2F	Hazardous hanging limbs- greater than 2" diameter, all eligible hangers in tree	Each	\$86.33

WHEREAS the CONSULTANT is agreeable to revise the contract as requested by the OWNER.

WHEREAS the CONSULTANT and OWNER agree that this amendment should be effective as of the date of _____ to encompass all work provided by CONSULTANT to OWNER.

NOW THEREFORE, it is hereby mutually agreed between the parties hereto that the Original Contract be supplemented as follows:

Scope of Work to be provided as follows:

Scope of services to remain as otherwise written in original contract

Method of compensation to be as follows:

Payment terms to remain as written in original contract

All work encompassed herein shall be accomplished in accordance with the requirements of the aforesaid Original Contract, and all requirements of said Agreement except as specifically modified by this Supplemental

Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement on the day and year first above written.

CITY OF MANDEVILLE, LOUISIANA

Attest: _____

Name: _____

Name: _____

Title: _____

Title: _____

CERES ENVIRONMENTAL SERVICES, INC.

Attest: _____

Name: _____

Name: _____

Title: _____

Title: _____

EMERGENCY DEBRIS REMOVAL AND DISPOSAL CONTRACT

BETWEEN

THE CITY OF MANDEVILLE

AND

CERES ENVIRONMENTAL SERVICES, INC.

BE IT KNOWN, that on this the 28th day of August 2021, the City of Mandeville (here in after referred to as the "COM") and Ceres Environmental Services, Inc., a foreign corporation, licensed to do and doing business in this State of Louisiana and (herein referred to as "Contractor") do here by enter into this Contract (sometimes referred to herein as "Agreement") under the following terms and conditions:

I. SCOPE OF SERVICES

1.1 The purpose of this Contract is to provide post-disaster debris collection, removal and disposal services for COM resulting from, natural or man-made disaster events including, but not limited to, hurricanes, tornadoes and floods. This Contract will be activated at the discretion of the Mayor of COM. The COM may elect to not activate this contract depending on the intensity and magnitude of the event. COM reserves the right to mobilize force account labor to address the debris removal and disposal. More than one event activation is possible during the contract period. In addition to what is set forth in the Request for Proposals, Technical Specifications and all addenda, the Scope of Services is as follows:

- The Contractor will provide all labor, equipment and materials to perform debris removal and disposal service for FEMA eligible debris that poses an imminent danger and threat to the public health, safety and welfare of the residents of COM. All work shall be properly certified, documented and photographed to ensure compliance with FEMA Public Assistance policy allowing COM to be fully reimbursed for the work performed.
- Contractor shall provide disposal site(s) and be responsible for all required permits. There shall be no additional cost to COM. There shall be no debris management sites located within the COM. Contractor shall remove debris from ROW and haul it to disposal site(s) outside of COM.
- Contractor shall attend the COM pre-event planning meeting held in April/May timeframe each year at no cost to COM. For the year 2021, upon the signing of this contract COM and Contractor shall hold a coordination meeting.
- Upon the signing of this contract, Contractor shall appoint a project manager

for COM. The Contractor project manager shall be the primary point of contact for COM. The COM primary point of contact for the Contractor shall be the City's Designated Agent (CDA).

- COM will advise Contractor when it declares a level 1 and 2 event.
- If the disaster event is imminent, Contractor's project manager or other personnel shall join the Mandeville Emergency Response Team (MERT) at the MERT Center.
- Once the immediate threat has passed, COM will issue a Notice to Proceed (NTP) to Contractor at which time Contractor has 12 hours to commence debris removal and disposal operations.
- Contractor will assist COM in estimating debris volumes for an initial damage assessment report.
- At the direction of the CDA, contractor shall execute access road clearing operations immediately upon commencement of operations.
- In addition to road clearing (push) operations, Contractor shall be responsible to remove, segregate and dispose of the following types of debris:
 - Construction and demolition debris
 - Vegetative storm debris
 - Mixed and marsh grass debris
 - Leaners, hangers and stumps
 - White goods
 - Electronic waste
 - Small gasoline motorized equipment
 - Hazardous household waste
 - Hazardous Toxic waste
 - Petroleum products
 - Tires
 - Creosote treated wood
 - Regulated asbestos
 - Vessels and vehicles
 - Private property debris

Contractor has made the representation that it is familiar with the FEMA eligibility requirements for debris clearance and removal. Any debris that is not eligible under FEMA policy shall not be removed under this Contract. All work performed under this contract must be completed within the time frame determined by FEMA, LDEQ or other applicable government agencies for debris removal operations.

- Contractor shall be responsible for removal of all hazardous leaning trees and hanging limbs as identified by COM or CDA, and will also be responsible for ingress and egress.
- Contractor shall segregate debris at the curb, to the maximum extent practicable, according to the category specified in the Cost Proposal Form. Unless otherwise directed by the COM, mixed loads are prohibited. De minimus quantities of mixed debris may be collected upon direction by the City, and authorization by FEMA, GOHSEP and LDEQ.
- Upon activation by the COM of this contract, CDA will provide Contractor on a daily basis with assignments stating those areas and type of debris operations to be conducted. A timeline will be agreed upon by the COM and Contractor for the performance of the work.
- Contractor shall provide CDA with an end of day daily report stating personnel and equipment mobilized and volume of debris removed and a reconciliation with the Debris Monitor contractor's records. CDA shall approve all reports.
- Contractor shall cooperate with COM debris monitoring contractor and shall provide all requested information. Contractor shall not conduct any debris operations without a monitor present.
- Contractor shall remove all dirt, mud and debris from the roadways resulting from its operations. Contractor shall be responsible for damages to public or private property caused during the collection and transport of debris.
- All work performed shall be subject to all requirements stated in LDEQ State of Louisiana Comprehensive Plan for Disaster Clean-up & Debris Management and FEMA's Public Assistance Debris Management Guide, FEMA 325.
- Contractor shall repair all roadways, sidewalks, utilities, fences, driveways, roofs, drainage structures and other features which are damaged by Contractor operations, including same damages to adjacent public and private properties. This will include re-sloping damaged surfaces to original grade and filling of all ruts caused by equipment and trucks. The Contractor shall respond to damage claims with seven (7) days upon receipt and of same by the homeowner or the Debris Monitor and shall settle valid claims within thirty (30) days. The COM shall have final authority over damage assessment and dispute resolution. All repair work will be under the supervision of COM Public Works Department and work will be in accordance with the Department's

standards and specifications.

1.2 The Contract Documents which comprise the entire agreement between COM and Contractor are attached to this Agreement, and are incorporated into this Agreement as if copied herein in their entirety *in extenso*. These documents consist of the following:

- (a) The Agreement
- (b) Insurance Requirements and Certificates
- (c) All documents included in the Request for Proposals and addenda
- (d) All documents submitted as part of the bid package from Contractor
- (e) All applicable provisions of State and Federal law and any Modification, including all Change Orders, duly delivered after execution of Agreement
- (f) Task Orders, as they are completed, are considered to be part of and an extension of the Contract Documents.

II. TERM OF CONTRACT

The term of this contract shall be for a period of three years commencing on the date this contract is signed by the Mayor. This contract may be extended for two additional one-year periods upon the mutual agreement of both COM and the Contractor with such intent expressed in writing at least 60 days prior to the anniversary date of this contract.

III. PAYMENT TO CONTRACTOR

Contractor shall be paid in accordance with those services and unit prices stated in Attachment A attached hereto and includes all labor, equipment, removal, hauling and disposal of debris. Contractor will only be paid for debris which FEMA determines to be eligible for reimbursement. Contractor shall submit its invoice on or about the first day of each month stating those services performed and the associated cost in the previous month. COM shall pay the invoice within 60 days of receipt.

IV. NOTICE TO PROCEED

In the wake of an event, should the Mayor decide to activate this contract, the Contractor shall be notified in writing (letter, note, email, text) of the Notice to Proceed (NTP). Upon receipt of the NTP, Contractor shall mobilize and be prepared to conduct debris removal operations within 24 hours of the receipt of the NTP.

V. INSURANCE REQUIREMENTS

CONTRACTOR shall furnish copies of general liability, worker's compensation, and other insurance policies required by the CITY at the execution of the Agreement. Insurance should include the following:

Comprehensive General Liability \$1,000,000.00 each occurrence

Public/Personal \$2,000,000.00 General Aggregate

Injury/Property Damage \$1,000,000.00

Worker's Compensation \$1,000,000.00

Automobile \$1,000,000.00 each occurrence

Pollution and Environmental Liability: \$1,000,000.00 each occurrence and \$2,000,000.00 including full contractual liability

CONTRACTOR shall maintain all insurance policies in full force and effect for the duration of the term of this Agreement. CITY shall be named as an additional INSURED for the duration of the term of this Agreement and a waiver of subrogation in favor of the CITY shall be indicated on the certificate of insurance.

Please see the full City of Mandeville Insurance Requirements that were included with the Bid Documents, which is incorporated herein as if included *in extenso*.

VI. REQUIRED FEDERAL CONTRACT PROVISIONS

Since the parties anticipate that federal funding will be applied to this Agreement, the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned.

6.1 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 consideration 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 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 parties further agree that each 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 party 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 parties agree that each 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 each will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that each will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The parties further agree that each 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 parties agree that if either party 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.

6.2 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 29 CFR Section 5.5 (b)(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 29 CFR Section 5.5 (b)(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 29 CFR Section 5.5 (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The Federal Emergency Management Agency 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 (b)(2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

6.3 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 COM and understands and agrees that COM will, in turn, report each violation as required to assure notification to FEMA, 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.

6.4 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. § 7401 *et seq.*
- (2) The Contractor agrees to report each violation to COM and understands and agrees that COM will, in turn, report each violation as required to assure notification to the FEMA, 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.

6.5 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's 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 COM. 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 COM, 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.

6.6 BYRD ANTI-LOBBYING ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 federal awarding agency.

Contractor is required to sign the Byrd Anti-Lobbying Amendment Certification provided herein.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, 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, entitled "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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Tia Laurie, Corporate Secretary

Name and Title of Contractor's Authorized Official

8/27/2021

Date

6.7 PROCUREMENT OF RECOVERED MATERIALS

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.

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/comprehensive-procurement-guideline-cpg-program>.

6.8 PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; and
 - ii. Are *not used* as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

6.9 DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

6.10 ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

- (1) The Contractor agrees to provide GOHSEP, 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.

6.11 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.

6.12 COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

6.13 NO OBLIGATION BY THE 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.

6.14 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.

6.15 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

- (a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subcontractors under this contract.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6.16 COPYRIGHT AND DATA RIGHTS

The Contractor grants to the COM, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the COM or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the COM data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the COM.

VII. DEFENSE AND INDEMNITY

In further consideration of the said payment, CONTRACTOR does agree to hold harmless, defend and indemnify the CITY, its agents, insurers, assigns, successors, affiliates, and subsidiaries who or which might now be or hereafter become liable for any loss or damage of any nature whatsoever sustained, or which may be sustained in the future

VIII. TERMINATION FOR CAUSE OR CONVENIENCE

8.1 TERMINATION FOR CAUSE

The Parties may terminate the Agreement for Cause.

COM may terminate this Agreement for cause once the Contractor has been found to be in breach of this Agreement.

Either party may exercise any right which the laws of Louisiana provide to it if terminated for cause.

The proper jurisdiction for any such action is the 22nd Judicial District Court for St. Tammany Parish.

8.2 TERMINATION FOR CONVENIENCE

This Agreement may be terminated by COM for the convenience of COM upon 30 days written notice to Contractor unless Consultant had engaged in illegal or unethical behavior in which case COM may terminate the Agreement immediately. Contractor shall be paid for all work performed until termination date.

IX - OTHER TERMS AND CONDITIONS

9.1

The continuation of this Agreement is contingent upon the appropriation of funds by COM to fulfill the requirements of the Agreement. If COM fails to appropriate sufficient monies to provide for the continuation of this or any other related Agreement, or if such appropriation is reduced by the veto of the Mayor by any means provided in the appropriations Ordinance to prevent the total appropriation of the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

9.1.1

Contractor acknowledges that COM is a governmental entity, and the Agreement's validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of COM's obligations under this Agreement, then this Agreement shall automatically expire without penalty to COM thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that COM shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only if necessitated by the fiscal needs of the COM which affects generally its governmental operations.

9.1.2

In the event of a change in COM's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects COM's

authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to COM upon written notice to Contractor of such limitation or change in COM's legal authority.

9.2

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue for any legal action brought by either party with regard to this Agreement shall be in the Twenty-Second Judicial District Court, Parish of St. Tammany, State of Louisiana.

9.3

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contractor and assigned personnel in the performance of this Agreement. The Contractor agrees to immediately notify COM of potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

9.4

Neither CONTRACTOR nor anyone employed by CONTRACTOR shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived by the parties hereto

9.5

It is expressly agreed and understood between the parties entering into this contract that the CONTRACTOR, acting as an independent agent, nor anyone employed by or on behalf of the CONTRACTOR, shall receive any sick and annual leave benefits from the City.

9.6

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.7

This Agreement, together with the RFP, the technical specifications, and any addenda issued thereto by COM, the proposal submitted by the Contractor in response to the RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

9.8

If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

9.9

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

9.10

Non-enforcement of any provision of this Agreement by COM shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

9.11

COM and Contractor each is hereby bound and the partners, successors, executors, administrators and legal representatives of COM and Contractor are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

9.11.1

Neither COM nor Contractor may assign, sublet or transfer any rights under or interest (including, but without limitation, monies that may become due or monies that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9.11.2

Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by COM or Contractor to any COM consultant, sub-consultant or subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them unless expressly provided otherwise in this Agreement.

9.11.3

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of COM and Contractor and not for the benefit of any other party.

9.12

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page, and given personally, or by registered or certified mail, postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

THIS DONE AND SIGNED AT Mandeville, Louisiana on this 28th day of August, 2021, and IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES SIGNATURES:

Bernard A. [Signature]
[Signature]

CITY OF MANDEVILLE

By: [Signature]
Clay Madden

Title: Mayor
City of Mandeville
3101 East Causeway Approach
Mandeville, LA 70448
(985) 626-3144

THIS DONE AND SIGNED AT Mandeville, Louisiana on this 28th day of August, 2021, and IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES SIGNATURES:

LLC:
[Signature]
[Signature]

CERES ENVIRONMENTAL SERVICES, INC.

By: [Signature]

Title: ~~Manager/Member~~ Corporate Secretary

Address: 974 Bayou Dularge
Houma, LA 70363
Phone No.: 800-218-4424 / 941-358-6363

THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY
COUNCIL MEMBER ZUCKERMAN; SECONDED FOR INTRODUCTION BY
COUNCIL MEMBER Bush

ORDINANCE NO. 21-38

AN ORDINANCE FOR THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO
AMEND ORDINANCE NUMBER 20-13, THE OPERATING BUDGET OF THE CITY
OF MANDEVILLE AND FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Article B, Financial Procedures of the Home Rule Charter provides that amendments to the adopted budget be made by ordinance; and,

WHEREAS, an amendment to the Operating Budget adopted for fiscal year 2020-2021, Ordinance Number 20-13, is required due to emergency expenditures associated with the federal, stated, and local state of emergency declarations associated with the impending arrival of Hurricane Ida that will exceed the current authorized appropriated funds budgeted for 2020-2021 City of Mandeville Operating Budget;

WHEREAS, Sections 2-06, 2-13A and 5-02 of the Mandeville City Charter and La. R.S. 42:17-42:17.1 allow the City Council to call an emergency meeting to hold a special meeting for the adoption of an emergency ordinance arising out of public emergency affecting life, health, property or public safety, as a result of an extraordinary emergency such as a natural disaster as Hurricane Ida;

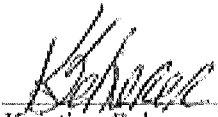
NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the Operating Budget ordinance for fiscal year 2020-2021, Ordinance Number 20-13, is hereby amended to include the budget amendments as set forth on the attached Exhibit A, incorporated as a part hereof, and be adopted for the 2020-2021 Fiscal Year Operating Budget.

BE IT FURTHER ORDAINED, that in all other respects the 2020-2021 Operating Budget adopted shall remain in full force and effect.

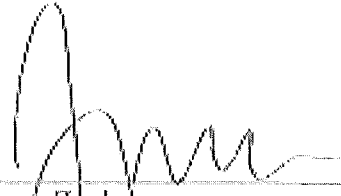
The Ordinance being submitted to a vote, the vote thereon was as follows:

AYES: 5 - *Bush, Zucker, Mitroic, Daniels, Zuckerman*
NAYS: 0
ABSTENTIONS: 0
ABSENT: 0

and the Ordinance was declared adopted this 29th day of August, 2021.



Kristine Seherer
Clerk of Council



Jason Zuckerman
Council Chairman

SUBMITTAL TO MAYOR

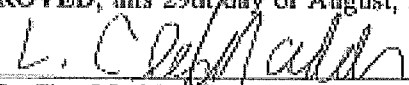
The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this 29th day of August, 2021 at 1:45p.m.



CLERK OF COUNCIL

APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby **APPROVED**, this 29th day of August, 2021 at 2:00 o'clock p.m.



L. Clay Madden, Mayor

VETO OF ORDINANCE

The foregoing Ordinance is by me hereby **VETOED**, this _____ day of _____, 2021, at _____ o'clock _____m.

L. Clay Madden, Mayor

RECEIPT FROM MAYOR

The foregoing Ordinance was **RECEIVED** by me from the Mayor of the City of Mandeville this 29th day of August, 2021 at 2:05 p.m.



CLERK OF COUNCIL

CERTIFICATE

I, **THE UNDERSIGNED** Clerk of the City Council of the City of Mandeville do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the City Council of the City of Mandeville at a duly noticed, called and convened meeting of said City Council held on the 29th day of August, 2021, at which a quorum was present and voting. I do further certify that said Ordinance has not thereafter been altered, amended, rescinded, or repealed.

WITNESS MY HAND and the seal of the City of Mandeville this 29th day of August, 2021.



CLERK OF COUNCIL

BUDGET AMENDMENT #8
EXHIBIT A

ACCOUNT	ACCOUNT DESCRIPTION	PRIOR BUDGET	REVISED BUDGET
GENERAL FUND 10100-49900	EMERGENCY EXPENSE	89,612	614,612
	DETAILS:		
	DEBRIS REMOVAL		250,000
	DEBRIS MONITORING		250,000
	RCL CONSULTANTS		25,000
			<u>525,000</u>

 **AIA** Document A312™ – 2010

Performance Bond

Bond No. 190048438

CONTRACTOR:
(Name, legal status and address)
Ceres Environmental Services, Inc.

SURETY:
(Name, legal status and principal place of business) Liberty Mutual Insurance Company

6868 Professional Parkway East
Sarasota, FL 34240

175 Berkeley Street
Boston, MA 02116

OWNER:
(Name, legal status and address)
City of Mandeville

3101 East Causeway Approach
Mandeville, LA 70448

CONSTRUCTION CONTRACT
Date: August 28, 2021

Amount: One Million And No/100 (\$1,000,000.00)

Description:
(Name and location) 8/28/2021 NTP Activation, Emergency Debris Removal and Disposal Contract (Hurricane Ida), City of Mandeville, LA

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND


Date: September 02, 2021
(Not earlier than Construction Contract Date)

Amount: One Million And No/100 (\$1,000,000.00)

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Ceres Environmental Services, Inc.

SURETY
Company: *(Corporate Seal)*
Liberty Mutual Insurance Company

Signature: 
Name: TIA LAURIE
and Title: Secretary
(Any additional signatures appear on the last page of this Performance Bond.)

Signature: 
Name: Jonathan R. Lofels, Attorney-in-Fact
and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
CSDZ, LLC
225 South Sixth Street, Suite 1900
Minneapolis, MN 55402

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is an Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowances to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address

Address

CAUTION: You should sign an original AIA Contract Document, on which this tool appears in RED. An original assures that changes will not be allowed.



AIA Document A312™ - 2010

Payment Bond

Bond No. 190048438

CONTRACTOR:

(Name, legal status and address)
Ceres Environmental Services, Inc.

6060 Professional Parkway East
Sarasota, FL 34240

OWNER:

(Name, legal status and address)
City of Mandeville

3101 East Causeway Approach
Mandeville, LA 70448

CONSTRUCTION CONTRACT
Date: August 28, 2021

Amount: One Million And No/100 (\$1,000,000.00)

Description:

(Name and location) 0/28/2021 NTP Activation, Emergency Debris Removal and Disposal Contract (Hurricane Ida), City of Mandeville, LA

SURETY:

(Name, legal status and principal place of business) Liberty Mutual Insurance Company

175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single contained Performance and Payment Bond.

BOND

Date: September 02, 2021

(Not earlier than Construction Contract Date)

Amount: One Million And No/100 (\$1,000,000.00)

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Ceres Environmental Services, Inc.

Signature: *[Signature]*
Name: *Lauren*
and Title: *Secretary*

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: *(Corporate Seal)*
Liberty Mutual Insurance Company

Signature: *[Signature]*
Name: *Joshua R. Lofie, Attorney-in-Fact*
and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

CSOZ, LLC
225 South Sixth Street, Suite 1800
Minneapolis, MN 55402

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs, if the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond use as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: Fla Course Secretary

Address _____

Signature: _____

Name and Title: _____

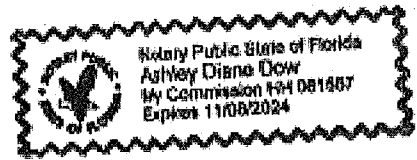
Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assumes that changes will not be obscured.

CORPORATE ACKNOWLEDGMENT

State of Florida)
County of Sarasota) ss

On this 7th day of September 2021, before me appeared Tia Laurie to me personally known, who, being by me duly sworn, did say that he/she is the Secretary of Ceres Environmental Services, Inc., a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Secretary acknowledged said instrument to be the free act and deed of said corporation.



Ashley Diane Dow
Notary Public Sarasota County, Florida
My commission expires 11-08-2024

SURETY ACKNOWLEDGMENT

State of Minnesota)
County of Hennepin) ss

On this 2nd day of September 2021, before me appeared Joshua R. Loffis to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-In-Fact of Liberty Mutual Insurance Company, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said Joshua R. Loffis acknowledged said instrument to be the free act and deed of said corporation.



Sandra M Engstrom
Notary Public Hennepin County, Minnesota
My commission expires 1/31/2026



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 6205072-190054

POWER OF ATTORNEY

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, Brian J. Oestreich; Colby D. White; Emily White; Jerome T. Orlin; Joshua R. Loftis; Kurt C. Lundblad; Lia Ulven; Melissa C. Bludgett; Nathan Weaver; Nicole Stillings; R. C. Bowman; R. W. Frank; Rachel Thomas; Ross S. Squires; Sandra M. Engstrom; Ted Jurgensen; Tina L. Dunask

all of the city of Montgomery state of PA 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 surely 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 22nd day of March, 2021.



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

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 22nd day of March, 2021 before me personally appeared David M. Carey, 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 of King of Prussia, Pennsylvania, on the day and year first above written.



Commissioner of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 20, 2025
Commission number 1128544
Member: Pennsylvania Association of Notaries

By: [Signature]
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 surely 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 XII - 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 surely 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 David M. Carey, 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 surely 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, whenever 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. Lowelty, 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 2nd day of September, 2021.



By: [Signature]
Renee C. Lowelty, 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.



Date: September 14, 2021
Subject: Change Order Request for the Emergency Debris Removal and Disposal Contract

Change Order Request Justification

The City of Mandeville ("City") maintains a contract with Ceres Environmental Services, Inc. ("Ceres") for Emergency Debris Removal and Disposal ("Contract"). The City's Contract with Ceres includes scopes of work for the loading, hauling and final disposal of various types of disaster debris, and the removal of hazardous trees and hanging limbs. The City has directed Ceres to provide services to remove hazardous trees and hanging limbs generated by the Hurricane Ida.

Emergency Action Needed

The City has hundreds of hazardous trees and hanging limbs along public rights-of-way that poses significant risk to life, public health, safety, and improved property following the devastating impacts of Hurricane Ida. Now, as Tropical Depression Nicholas stalls in the region, the addition of more water on an already saturated ground is toppling already hazardous trees. This Change Order is considered an emergency action to reconcile Scope of Work language, and eliminate those threats to life, public health, safety, and improved property.

Hazardous Trees

The City's Contract with Ceres includes hazardous trees and hanging limbs. The Line Items 2A-2E description for hazardous trees removal states:

Payment will be made per tree in accordance with the payment schedule listed in the Unit Item Price Schedule. Tree diameters will be recorded in whole inches. The City or its CDA will identify and mark hazardous trees on the work orders to be removed by the Contractor according to the latest FEMA practices. Each tree will also be photographed prior to work being performed. This unit item shall compensate the Contractor for the cost to cut hazardous trees only. Payment will not be made unless the latest FEMA practices have been met. Unit item price shall include any and all special equipment and personnel required to cut the tree. Loading, hauling and all other associated costs for hazardous leaning trees shall be included in the Unit Item price. NOTE: This unit item price does not include downed trees or trees not having the criteria stated. Downed trees and snapped-off trees less than 15 feet tall are considered vegetative storm debris.

The Line Items 2A-2E description for hazardous tree removal does include the cut of the hazardous tree, "loading, hauling and other associated costs" of the residual tree debris. However, site management, debris reduction, and haul out is not included in the line item description. Line Item 1 Cubic Yard Debris, including C&D, Vegetative Storm Debris, Mixed & Marsh Grass/Sediment is a cradle-to-grave price for to remove various types of debris. With no viable line item to account for the site management, debris reduction, and haul out for Line Items 2A-2E, Ceres seeks to offer a significant price reduction to cut a hazardous tree and leave the residual tree debris on the public right-of-way for removal under Line Item 1 ("cut and drop method").

To support this Change Order Request and help establish cost reasonableness, Ceres has provided 2 pre-event contracts and 1 post-event contract with hazard tree removal rates using the cut and drop method.



The price schedules for Livingston Parish, East Feliciana Parish and St. Helena Parish are attached as Exhibits (A-C) to this Change Order Request.

Hazardous Hanging Limbs

The City's Contract with Ceres includes hazardous hanging limbs. The Line Item 2F description for hazardous hanging limbs states:

Contractor is responsible to cut and remove any eligible hanging/damaged limbs (hangers) as identified by the City or the CDA on the work orders. The City of Mandeville or its designated representative will identify tree hangers on the work orders to be removed by the Contractor according to the latest FEMA practices. Each hanger will also be photographed prior to work being performed. Payment for hangers will be made per tree regardless of the number of hangers removed. Hazardous hangers must be at least two inches (2") in diameter measured at the point of the break. Unit item price shall include any and all special equipment and personnel required to remove the hanging limbs. Loading, hauling and all other associated costs for tree hangers shall be included.

The Line Item 2F description for hazardous hanging does include cut of the hazardous hanging limb, "loading, hauling and other associated costs" of the residual limb debris. However, site management, debris reduction, and haul out is not included in the line item description. Line Item 1 Cubic Yard Debris, including C&D, Vegetative Storm Debris, Mixed & Marsh Grass/Sediment is a cradle-to-grave price for to remove various types of debris. With no viable line item to account for the site management, debris reduction, and haul out for Line Item 2F, Ceres seeks to offer a price reduction to cut a hazardous hanging limb and leave the residual limb debris on the public right-of-way for removal under Line Item 1 ("cut and drop method").

To support this Change Order Request and help establish cost reasonableness, Ceres has provided 2 pre-event contracts and 1 post-event contract with hazard tree removal rates using the cut and drop method. The price schedules for Livingston Parish, East Feliciana Parish and St. Helena Parish are attached as Exhibits (A-C) to this Change Order Request.

Change Order Request Rate Sheet

Below is the Change Order Rate Sheet agreed to by the City and Ceres.

Change Order Rate Sheet – Hazardous Leaners and Hanging Limbs			
Line Item No.	Description	Unit	Unit Price
2A	Hazardous trees – greater than 6" up to 12.99" in diameter	Each	\$39.67
2B	Hazardous trees – greater than 13" up to 24.99" in diameter	Each	\$115.00
2C	Hazardous trees – greater than 25" up to 36.99" in diameter	Each	\$191.67
2D	Hazardous trees – greater than 37" up to 48" in diameter	Each	\$225.00
2E	Hazardous trees – greater than 48" in diameter	Each	\$255.00
2F	Hazardous hanging limbs – greater than 2" in diameter, all eligible hangers in the tree	Each	\$86.33



Notes

1. All Work performed under this Change Order is subject to the terms and conditions of the original Contract.

Agreed to:

City of Mandeville, LA

Ceres Environmental Services, Inc.

Signature: L. Clay Madder

Signature: Tia Laurie

Digitally signed by Tia Laurie
DN: cn=Tia Laurie, o=Ceres
Environmental, ou
Ceres Environmental Services, Inc., c=US
Date: 2021.09.15 12:29:23 -0400

Name: L. Clay Madder

Name: Tia Laurie

Title: MAYOR

Title: Corporate Secretary

FLORIDA | MINNESOTA | TEXAS

6968 Professional Parkway East | Sarasota, FL 34240 | OFFICE 800-218-4424 | FAX 866-228-5636

ceresenvironmental.com

ATTACHMENT I

DEBRIS REMOVAL, PROCESSING AND DISPOSAL

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (DMS) or other disposal sites (NOTE 1 & 6)	\$ 8.19	CY
2	Vegetative and C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS or other disposal sites (NOTE 1 & 6)	\$ 8.29	CY
3	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 1, 3 & 6)	\$14.98	CY
4	Vegetative and C&D Debris Removal from Temporary Debris Storage and Reduction Site (DMS) and Hauling to Final Disposal Site (NOTES 2 , 3 & 7)	\$10.98	CY
5	Management of DMS (NOTE 4)	\$ 1.79	CY
6	Processing (Grinding/Chipping) of Vegetative Debris at DMS or Final Disposal	\$ 2.29	CY
7	Grinding or consolidation of C&D debris at TSDSRS	\$ 0.97	CY
8	Processing (Open Burning) of Vegetative Debris at DMS or Final Disposal	\$ 0.42	CY
9	Processing Burning of Vegetative debris using air curtain incinerators at DMS or final disposal	\$ 1.29	CY
10	Pick Up and Haul of White Goods to Site within Parish	\$39.95	UNIT
11	Pick Up and Disposal of Hazardous Material	\$ 7.88	LB
12	Freon Management and Recycling	\$28.00	UNIT
13	Dead Animal Collection, Transportation and Disposal	\$ 0.98	LB
Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site – (NOTE 6)			
14	24-inch diameter to 47.99-inch diameter	\$198.00	STUMP
15	48-inch diameter and greater	\$298.00	STUMP
Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 2 – 9			
16	Removal of hazardous hanging limbs greater than 2 inches	\$ 74.00	PER TREE
17	Removal of hazardous standing trees 6" – 12.99" in diameter	\$ 49.00	EACH
18	Removal of hazardous standing trees 13" – 24.99" in diameter	\$115.00	EACH
19	Removal of hazardous standing trees 25" – 36.99" in diameter	\$225.00	EACH
20	Removal of hazardous standing trees 37" – 48" in diameter	\$400.00	EACH
21	Removal of hazardous standing trees greater than 48" in diameter	\$500.00	EACH
Marine Debris Removal			
22	Canals, bayous and ditches/or	\$ 19.98	PER LF
23	Canals, bayous and ditches	\$ 58.87	CY
24	Bays and other open waters/or	\$6,969.00	PER ACRE
25	Bays and Other open waters	\$ 89.18	CY
26	Boat removal	\$ 59.00	PER LF

The following items shall be billed on a time and material basis according to the attached schedules:			
27	Emergency Road Clearance	See Equipment & Labor Rates	
28	Demolition of Structures (Debris will be hauled and disposed of under items 2-9)	\$ 3.72 Non-RACM	SQ/FT
		\$ 5.37 RACM	
29	Disaster event Generated Hazardous Wastes Abatement; Bio-hazardous Wastes Abatement	N/A	N/A
30	Generators, light plants, water pumps, portable toilets and other required equipment or materials. Provide rate for each	See attached	RATE

NOTES:

1. This price assumes that DMS's, final disposal site or other approved disposal sites are within 10 miles. For all distances over 10 miles add \$0.16 per cubic yard per mile.
2. This price assumes final disposal is within 30 miles of DMS. For all distances over 30 miles add \$0.15 per cubic yard per mile.
3. The Parish will not be responsible for all tipping fees at all authorized landfills or final disposal locations utilized by the contractor.
4. Includes management of site remediation.
5. All stumps placed on the right of way by citizens will be converted to cubic yards per the attached FEMA Stump Conversion Chart and charged as regular debris under items 2 – 7.
6. Invoices to be based on incoming load tickets.
7. Invoices to be based on outgoing load tickets.
8. The contractor and/or its subcontractor(s) will be responsible for all aspects of demolition to include decommissioning, utility disconnects, title clearance, Right of Entry and historical preservation clearance. These responsibilities should be considered when proposing pricing. Please include RACM and non-RACM distinction within the pricing list.
9. All generators that may be utilized during the disaster debris removal should be listed at a daily, weekly and monthly rate.
10. For a multi-year contract, the above prices would be adjusted up or down on the anniversary date of the contract according to a percentage equal to the percent change in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

ATTACHMENT II

EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$117.00
JD 644 Wheel Loader with debris grapple	Hour	\$127.18
Extendaboom Forklift with debris grapple	Hour	\$117.00
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$ 66.13
753 Bobcat Skid Steer Loader with bucket	Hour	\$ 61.04
753 Bobcat Skid Steer Loader with street Sweeper	Hour	\$ 66.13
30-50 HP Farm Tractor with box blade or rake	Hour	\$ 50.87
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	\$117.00
3-4 Cu.Yd. Articulated Loader with bucket	Hour	\$127.18
JD 648E Log Skidder or equivalent	Hour	\$ 86.48
CAT D4 Dozer	Hour	\$ 76.31
CAT D6 Dozer	Hour	\$136.33
CAT D8 Dozer	Hour	\$174.99
CAT 125 – 140 HP Motor Grader	Hour	\$101.74
JD 690 Trackhoe with debris grapple	Hour	\$117.00
JD 690 Trackhoe with bucket & thumb	Hour	\$106.83
Rubber Tired Trackhoe with debris grapple	Hour	\$127.18
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	\$ 86.48
Rubber Tired Excavator with debris grapple	Hour	\$178.05
210 Prentiss Knuckleboom with debris grapple	Hour	\$152.61
Self-Loader Scraper Cat 623 or equivalent	Hour	\$127.18
Hand Fed Debris Chipper	Hour	\$ 66.13
300 – 400 Tub Grinder	Hour	\$457.83
800 – 1,000 HP Diamond Z Tub Grinder	Hour	\$508.70
30 Ton Crane	Hour	\$152.61
50 Tone Crane	Hour	\$193.31
100 Ton Crane (8-hour minimum)	Hour	\$254.35
40-60' Bucket Truck	Hour	\$137.35
Service Truck	Hour	\$ 86.48
Water Truck	Hour	\$ 76.31
Portable Light Plant	Hour	\$ 15.26
Equipment Transports	Hour	\$111.91
Pickup Truck, Unmanned	Hour	\$ 14.24
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	\$178.05
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	\$ 66.13
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	\$ 66.13
Trailer Dump, 24 – 40 Cu.Yd.	Hour	\$ 76.31
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	\$ 96.65
Power Screen	Hour	\$137.35
Stacking Conveyor	Hour	\$ 35.61
Off Road Trucks	Hour	\$147.52

LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	\$ 61.04
Superintendent with truck, phone & radio	Hour	\$ 66.13
Foreman with truck, phone & radio	Hour	\$ 61.04
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	\$ 55.96
Inspector with vehicle, phone & radio	Hour	\$ 55.96
Climber with gear	Hour	\$ 96.65
Saw Hand with chainsaw	Hour	\$ 32.56
Laborers & Flagmen	Hour	\$ 29.50
Public Assistance Manager	Hour	\$ 61.04
Documentation Clerk	Hour	\$ 45.78
Timekeeper	Hour	\$ 45.78
HazMat Professional	Hour	\$ 55.96
Household HazMat Inspection & Removal Crew	Hour	\$147.52
Generators from 10 KW to 300 KW	See Attached	
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes – purchased, placed & shaped	CY	\$ 21.37

Notes:

1. The equipment, labor and material rates shown above are for tasks requested by the Parish which are not covered in the rates (per cubic yard/linear feet) for normal removal and reduction.
2. Pricing includes operator, fuel and maintenance. Depending on the severity of the disaster, some or all of the above equipment will be required. Proposer will ensure sufficient numbers or each type of listed equipment are available to meet the needs for a particular disaster.
3. The listed equipment should cover all possible equipment needs following a disaster. Proposer shall have access and contacts for any other equipment that might be required and will negotiate a rate with the Parish if the need arises for equipment not listed.

Generators and Other Equipment (Line 30)

	Hourly	Daily	Weekly	Monthly
5kw Portable/Mobile Generator	\$29.99	\$299.86	\$1,445.65	\$4,565.28
10kw Portable/Mobile Generator	\$37.55	\$375.51	\$1,679.49	\$4,799.12
20kw Portable/Mobile Generator	\$41.98	\$419.80	\$1,776.32	\$5,103.93
40kw Portable/Mobile Generator	\$73.31	\$733.14	\$3,612.06	\$11,931.09
60kw Portable/Mobile Generator	\$86.74	\$867.39	\$4,317.97	\$14,300.80
80kw Portable/Mobile Generator	\$112.05	\$1,120.48	\$5,924.55	\$20,066.89
100kw Portable/Mobile Generator	\$124.65	\$1,246.48	\$6,276.96	\$21,043.22
120kw Portable/Mobile Generator	\$153.40	\$1,533.96	\$7,890.42	\$26,816.20
150 kw Portable/Mobile Generator	\$172.60	\$1,725.98	\$9,179.54	\$31,848.88
175 kw Portable/Mobile Generator	\$192.49	\$1,924.87	\$10,523.68	\$36,936.58
200 kw Generator	\$212.08	\$2,120.75	\$11,722.84	\$41,671.32
240 kw Generator	\$264.92	\$2,649.21	\$14,693.09	\$52,128.70
320 kw Generator	\$331.22	\$3,312.20	\$18,962.64	\$68,876.79
500 kw Generator	\$515.87	\$5,158.68	\$28,806.82	\$103,054.11
640 kw Generator	\$667.39	\$6,673.93	\$37,185.27	\$132,854.04
750 kw Generator	\$779.19	\$7,791.93	\$43,278.18	\$154,337.15
1000 kw Generator	\$1,031.52	\$10,315.15	\$57,474.44	\$205,345.09
1500 kw Generator	\$1,466.01	\$14,660.08	\$84,113.20	\$305,607.21
2000 kw Generator	\$1,817.97	\$18,179.71	\$110,751.96	\$405,869.34
2250 kw Generator	\$2,103.31	\$21,033.05	\$123,710.27	\$455,639.33
Portable Light Plant	\$31.66	\$316.64	\$1,590.63	\$4,918.24
Pump, 4" *	\$66.01	\$528.07	\$2,640.35	\$7,921.05
Pump, 6" *	\$72.76	\$582.07	\$2,910.35	\$8,731.05
Pump, 8" *	\$92.18	\$737.48	\$3,687.40	\$11,062.20
Pump, 10" *	\$97.25	\$777.98	\$3,889.90	\$11,669.70
Pump, 12" *	\$109.06	\$872.48	\$4,362.40	\$13,087.20
Portable Toilet	\$2.50	\$25.00	\$125.00	\$375.00

* minimum 25' intake and 200' discharge

P. Documentation and Recovery Process: Contractor will provide the following in addition to debris removal:

1. Recovery process documentation- create recovery process documentation plan
2. Maintain documentation of recovery process
3. Provide written and oral status as requested by the Parish
4. Review documentation for accuracy and quantity
5. Assist in preparation of claim documentation

These costs for the documentation and recovery process shall be included in the items in the pricing attachments (Attachments I & II). Proposers shall have proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope.

ATTACHMENT I

DEBRIS REMOVAL, PROCESSING AND DISPOSAL

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (DMS) or other disposal sites (NOTE 1 & 6)	\$8.29	CY
2	Vegetative and C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS or other disposal sites (NOTE 1 & 6)	\$8.98	CY
3	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 1, 3 & 6)	\$8.48	CY
4	Vegetative and C&D Debris Removal from Temporary Debris Storage and Reduction Site (DMS) and Hauling to Final Disposal Site (NOTES 2, 3 & 7)	\$4.88	CY
5	Management of DMS (NOTE 4)	\$1.79	CY
6	Processing (Grinding/Chipping) of Vegetative Debris at DMS or Final Disposal	\$2.29	CY
7	Grinding or consolidation of C&D debris at TSDSRS	\$0.97	CY
8	Processing (Open Burning) of Vegetative Debris at DMS or Final Disposal	\$0.42	CY
9	Processing Burning of Vegetative debris using air curtain incinerators at DMS or final disposal	\$1.39	CY
10	Pick Up and Haul of White Goods to Site within Parish	\$34.95	UNIT
11	Pick Up and Disposal of Hazardous Material	\$4.98	LB
12	Freon Management and Recycling	\$27.00	UNIT
13	Dead Animal Collection, Transportation and Disposal	\$0.74	LB
Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site – (NOTE 6)			
14	24-inch diameter to 47.99-inch diameter	\$194.00	STUMP
15	48-inch diameter and greater	\$294.00	STUMP
Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 2 – 9			
16	Removal of hazardous hanging limbs greater than 2 inches	\$98.00	PER TREE

17	Removal of hazardous standing trees 6" – 12.99" in diameter	\$35.00	EACH
18	Removal of hazardous standing trees 13" – 24.99" in diameter	\$115.00	EACH
19	Removal of hazardous standing trees 25" – 36.99" in diameter	\$175.00	EACH
20	Removal of hazardous standing trees 37" – 48" in diameter	\$225.00	EACH
21	Removal of hazardous standing trees greater than 48" in diameter	\$255.00	EACH
Marine Debris Removal			
22	Canals, bayous, creeks, rivers and ditches/or	\$28.92	PER LF
23	Canals, bayous, creeks, rivers and ditches	\$79.45	CY
24	Bays and other open waters/or	\$1,790.00	PER ACRE
25	Bays and Other open waters	\$94.45	CY
26	<i>Boat removal</i>	\$45.00	<i>PER LF</i>

The following items shall be billed on a time and material basis according to the attached schedules:			
27	Emergency Road Clearance	See Equipment & Labor Rates	
28	Demolition of Structures (Debris will be hauled and disposed of under items 2-9)	\$3.72 non-RACM \$5.37 RACM	SQ/FT
29	Disaster event Generated Hazardous Wastes Abatement; Bio-hazardous Wastes Abatement	N/A	N/A
30	Generators, light plants, water pumps, portable toilets and other required equipment or materials. Provide rate for each	See attached below	RATE

NOTES:

1. This price assumes that DMS's, final disposal site or other approved disposal sites are within 10 miles. For all distances over 10 miles add \$0.15 per cubic yard per mile.
2. This price assumes final disposal is within 30 miles of DMS. For all distances over 30 miles add \$0.15 per cubic yard per mile.
3. The Parish will not be responsible for all tipping fees at all authorized landfills or final disposal locations utilized by the contractor.
4. Includes management of site remediation.
5. All stumps placed on the right of way by citizens will be converted to cubic yards per the attached FEMA Stump Conversion Chart and charged as regular debris under items 2 – 7.
6. Invoices to be based on incoming load tickets.
7. Invoices to be based on outgoing load tickets.
8. The contractor and/or its subcontractor(s) will be responsible for all aspects of demolition to include decommissioning, utility disconnects, title clearance, Right of Entry and historical preservation clearance. These responsibilities should be considered when proposing pricing. Please include RACM and non-RACM distinction within the pricing list.
9. All generators that may be utilized during the disaster debris removal should be listed at a daily, weekly and monthly rate.
10. For a multi-year contract, the above prices would be adjusted up or down on the anniversary date of the contract according to a percentage equal to the percent change in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

ATTACHMENT II

EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$117.00
JD 644 Wheel Loader with debris grapple	Hour	\$127.18
Extendaboom Forklift with debris grapple	Hour	\$117.00
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$66.13
753 Bobcat Skid Steer Loader with bucket	Hour	\$61.04
753 Bobcat Skid Steer Loader with street Sweeper	Hour	\$66.13
30-50 HP Farm Tractor with box blade or rake	Hour	\$50.87
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	\$117.00
3-4 Cu.Yd. Articulated Loader with bucket	Hour	\$127.18
JD 648E Log Skidder or equivalent	Hour	\$86.48
CAT D4 Dozer	Hour	\$76.31
CAT D6 Dozer	Hour	\$136.33
CAT D8 Dozer	Hour	\$174.99
CAT 125 – 140 HP Motor Grader	Hour	\$101.74
JD 690 Trackhoe with debris grapple	Hour	\$117.00
JD 690 Trackhoe with bucket & thumb	Hour	\$106.83
Rubber Tired Trackhoe with debris grapple	Hour	\$127.18
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	\$86.48
Rubber Tired Excavator with debris grapple	Hour	\$178.05
210 Prentiss Knuckleboom with debris grapple	Hour	\$152.61
Self-Loader Scraper Cat 623 or equivalent	Hour	\$127.18
Hand Fed Debris Chipper	Hour	\$66.13
300 – 400 Tub Grinder	Hour	\$457.83
800 – 1,000 HP Diamond Z Tub Grinder	Hour	\$508.70
30 Ton Crane	Hour	\$152.61
50 Tone Crane	Hour	\$193.31
100 Ton Crane (8-hour minimum)	Hour	\$254.35
40-60' Bucket Truck	Hour	\$137.35
Service Truck	Hour	\$86.48
Water Truck	Hour	\$76.31
Portable Light Plant	Hour	\$15.26
Equipment Transports	Hour	\$111.91
Pickup Truck, Unmanned	Hour	\$14.24
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	\$178.05
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	\$66.13
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	\$66.13
Trailer Dump, 24 – 40 Cu.Yd.	Hour	\$76.31
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	\$96.65
Power Screen	Hour	\$137.35
Stacking Conveyor	Hour	\$35.61
Off Road Trucks	Hour	\$147.52

LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	\$61.04
Superintendent with truck, phone & radio	Hour	\$66.13
Foreman with truck, phone & radio	Hour	\$61.04
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	\$55.96
Inspector with vehicle, phone & radio	Hour	\$55.96
Climber with gear	Hour	\$96.65
Saw Hand with chainsaw	Hour	\$32.56
Laborers & Flagmen	Hour	\$29.50
Public Assistance Manager	Hour	\$61.04
Documentation Clerk	Hour	\$45.78
Timekeeper	Hour	\$45.78
HazMat Professional	Hour	\$55.96
Household HazMat Inspection & Removal Crew	Hour	\$147.52
Generators from 10 KW to 300 KW		
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes – purchased, placed & shaped	CY	\$21.37

Notes:

3. The equipment, labor and material rates shown above are for tasks requested by the Parish which are not covered in the rates (per cubic yard/linear feet) for normal removal and reduction.
4. Pricing includes operator, fuel and maintenance. Depending on the severity of the disaster, some or all of the above equipment will be required. Proposer will ensure sufficient numbers of each type of listed equipment are available to meet the needs for a particular disaster.
5. The listed equipment should cover all possible equipment needs following a disaster. Proposer shall have access and contacts for any other equipment that might be required and will negotiate a rate with the Parish if the need arises for equipment not listed.

		Hourly	Daily	Weekly
5kw Portable/Mobile Generator	\$29.99	\$299.86	\$1,445.65	\$4,565.28
10kw Portable/Mobile Generator	\$37.55	\$375.51	\$1,679.49	\$4,799.12
20kw Portable/Mobile Generator	\$41.98	\$419.80	\$1,776.32	\$5,103.93
40kw Portable/Mobile Generator	\$73.31	\$733.14	\$3,612.06	\$11,931.09
60kw Portable/Mobile Generator	\$86.74	\$867.39	\$4,317.97	\$14,300.80
80kw Portable/Mobile Generator	\$112.05	\$1,120.48	\$5,924.55	\$20,066.89
100kw Portable/Mobile Generator	\$124.65	\$1,246.48	\$6,276.96	\$21,043.22
120kw Portable/Mobile Generator	\$153.40	\$1,533.96	\$7,890.42	\$26,816.20
150 kw Portable/Mobile Generator	\$172.60	\$1,725.98	\$9,179.54	\$31,848.88
175 kw Portable/Mobile Generator	\$192.49	\$1,924.87	\$10,523.68	\$36,936.58
200 kw Generator	\$212.08	\$2,120.75	\$11,722.84	\$41,671.32
240 kw Generator	\$264.92	\$2,649.21	\$14,693.09	\$52,128.70
320 kw Generator	\$331.22	\$3,312.20	\$18,962.64	\$68,876.79
500 kw Generator	\$515.87	\$5,158.68	\$28,806.82	\$103,054.11
640 kw Generator	\$667.39	\$6,673.93	\$37,185.27	\$132,854.04
750 kw Generator	\$779.19	\$7,791.93	\$43,278.18	\$154,337.15
1000 kw Generator		\$10,315.15	\$57,474.44	\$205,345.09
1500 kw Generator		\$14,660.08	\$84,113.20	\$305,607.21
2000 kw Generator		\$18,179.71	\$110,751.96	\$405,869.34
2250 kw Generator		\$21,033.05	\$123,710.27	\$455,639.33
Portable Light Plant	\$31.66	\$316.64	\$1,590.63	\$4,918.24
Pump, 4" *	\$66.01	\$528.07	\$2,640.35	\$7,921.05
Pump, 6" *	\$72.76	\$582.07	\$2,910.35	\$8,731.05
Pump, 8" *	\$92.18	\$737.48	\$3,687.40	\$11,062.20
Pump, 10" *	\$97.25	\$777.98	\$3,889.90	\$11,669.70
Pump, 12" *	\$109.06	\$872.48	\$4,362.40	\$13,087.20
Portable Toilet	\$2.50	\$25.00	\$125.00	\$375.00

These costs for the documentation and recovery process shall be included in the items in the pricing attachments (Attachments I & II). Proposers shall have proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope.

ATTACHMENT I

DEBRIS REMOVAL, PROCESSING AND DISPOSAL

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (DMS) or other disposal sites (NOTE 1 & 6)	\$7.43	CY
2	Vegetative and C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS or other disposal sites (NOTE 1 & 6)	\$8.38	CY
3	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 1, 3 & 6)	\$15.24	CY
4	Vegetative and C&D Debris Removal from Temporary Debris Storage and Reduction Site (DMS) and Hauling to Final Disposal Site (NOTES 2, 3 & 7)	\$6.98	CY
5	Management of DMS (NOTE 4)	\$1.64	CY
6	Processing (Grinding/Chipping) of Vegetative Debris at DMS or Final Disposal	\$2.48	CY
7	Grinding or consolidation of C&D debris at TSDSRS	\$1.96	CY
8	Processing (Open Burning) of Vegetative Debris at DMS or Final Disposal	\$0.42	CY
9	Processing Burning of Vegetative debris using air curtain incinerators at DMS or final disposal	\$1.98	CY
10	Pick Up and Haul of White Goods to Site within Parish	\$34.95	UNIT
11	Pick Up and Disposal of Hazardous Material	\$4.98	LB
12	Freon Management and Recycling	\$27.00	UNIT
13	Dead Animal Collection, Transportation and Disposal	\$0.74	LB
Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site – (NOTE 6)			
14	24-inch diameter to 47.99-inch diameter	\$194.00	STUMP
15	48-inch diameter and greater	\$294.00	STUMP
Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 2 – 9			
16	Removal of hazardous hanging limbs greater than 2 inches	\$86.98	PER TREE
17	Removal of hazardous standing trees 6" – 12.99" in diameter	\$35.00	EACH
18	Removal of hazardous standing trees 13" – 24.99" in diameter	\$115.00	EACH
19	Removal of hazardous standing trees 25" – 36.99" in diameter	\$175.00	EACH
20	Removal of hazardous standing trees 37" – 48" in diameter	\$225.00	EACH
21	Removal of hazardous standing trees greater than 48" in diameter	\$255.00	EACH
Marine Debris Removal			

22	Canals, bayous and ditches/or	\$28.92	PER LF
23	Canals, bayous and ditches	\$79.45	CY
24	Bays and other open waters/or	\$1,790.00	PER ACRE
25	Bays and Other open waters	\$94.45	CY
26	<i>Boat removal</i>	\$45.00	<i>PER LF</i>

The following items shall be billed on a time and material basis according to the attached schedules:			
27	Emergency Road Clearance	See Equipment & Labor Rates	
28	Demolition of Structures (Debris will be hauled and disposed of under items 2-9)	\$3.72 NON-RACM \$5.37 RACM	SQ/FT
29	Disaster event Generated Hazardous Wastes Abatement; Bio-hazardous Wastes Abatement	N/A	N/A
30	Generators, light plants, water pumps, portable toilets and other required equipment or materials. Provide rate for each	See attached.	RATE

NOTES:

1. This price assumes that DMS's, final disposal site or other approved disposal sites are within 10 miles. For all distances over 10 miles add \$0.19 per cubic yard per mile.
2. This price assumes final disposal is within 30 miles of DMS. For all distances over 30 miles add \$0.19 per cubic yard per mile.
3. The Parish will not be responsible for all tipping fees at all authorized landfills or final disposal locations utilized by the contractor.
4. Includes management of site remediation.
5. All stumps placed on the right of way by citizens will be converted to cubic yards per the attached FEMA Stump Conversion Chart and charged as regular debris under items 2 – 7.
6. Invoices to be based on incoming load tickets.
7. Invoices to be based on outgoing load tickets.
8. The contractor and/or its subcontractor(s) will be responsible for all aspects of demolition to include decommissioning, utility disconnects, title clearance, Right of Entry and historical preservation clearance. These responsibilities should be considered when proposing pricing. Please include RACM and non-RACM distinction within the pricing list.
9. All generators that may be utilized during the disaster debris removal should be listed at a daily, weekly and monthly rate.
10. For a multi-year contract, the above prices would be adjusted up or down on the anniversary date of the contract according to a percentage equal to the percent change in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

ATTACHMENT II

EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$117.00
JD 644 Wheel Loader with debris grapple	Hour	\$127.18
Extendaboom Forklift with debris grapple	Hour	\$117.00
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$95.00
753 Bobcat Skid Steer Loader with bucket	Hour	\$95.00
753 Bobcat Skid Steer Loader with street Sweeper	Hour	\$95.00
30-50 HP Farm Tractor with box blade or rake	Hour	\$50.87
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	\$117.00
3-4 Cu.Yd. Articulated Loader with bucket	Hour	\$127.18
JD 648E Log Skidder or equivalent	Hour	\$86.48
CAT D4 Dozer	Hour	\$76.31
CAT D6 Dozer	Hour	\$136.33
CAT D8 Dozer	Hour	\$174.99
CAT 125 – 140 HP Motor Grader	Hour	\$101.74
JD 690 Trackhoe with debris grapple	Hour	\$117.00
JD 690 Trackhoe with bucket & thumb	Hour	\$106.83
Rubber Tired Trackhoe with debris grapple	Hour	\$127.18
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	\$108.24
Rubber Tired Excavator with debris grapple	Hour	\$178.05
210 Prentiss Knuckleboom with debris grapple	Hour	\$152.61
Self-Loader Scraper Cat 623 or equivalent	Hour	\$127.18
Hand Fed Debris Chipper	Hour	\$66.13
300 – 400 Tub Grinder	Hour	\$457.83
800 – 1,000 HP Diamond Z Tub Grinder	Hour	\$508.70
30 Ton Crane	Hour	\$152.61
50 Tone Crane	Hour	\$193.31
100 Ton Crane (8-hour minimum)	Hour	\$254.35
40-60' Bucket Truck	Hour	\$137.35
Service Truck	Hour	\$86.48
Water Truck	Hour	\$76.31
Portable Light Plant	Hour	\$15.26
Equipment Transports	Hour	\$111.91
Pickup Truck, Unmanned	Hour	\$14.24
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	\$178.05
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	\$66.13
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	\$66.13
Trailer Dump, 24 – 40 Cu.Yd.	Hour	\$76.31
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	\$96.65
Power Screen	Hour	\$137.35
Stacking Conveyor	Hour	\$35.61
Off Road Trucks	Hour	\$147.52

LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	\$61.04
Superintendent with truck, phone & radio	Hour	\$66.13
Foreman with truck, phone & radio	Hour	\$61.04
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	\$55.96
Inspector with vehicle, phone & radio	Hour	\$55.96
Climber with gear	Hour	\$96.65
Saw Hand with chainsaw	Hour	\$32.56
Laborers & Flagmen	Hour	\$29.50
Public Assistance Manager	Hour	\$61.04
Documentation Clerk	Hour	\$45.78
Timekeeper	Hour	\$45.78
HazMat Professional	Hour	\$55.96
Household HazMat Inspection & Removal Crew	Hour	\$147.52
Generators from 10 KW to 300 KW		
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes – purchased, placed & shaped	CY	\$21.37

Notes:

1. The equipment, labor and material rates shown above are for tasks requested by the Parish which are not covered in the rates (per cubic yard/linear feet) for normal removal and reduction.
2. Pricing includes operator, fuel and maintenance. Depending on the severity of the disaster, some or all of the above equipment will be required. Proposer will ensure sufficient numbers of each type of listed equipment are available to meet the needs for a particular disaster.
3. The listed equipment should cover all possible equipment needs following a disaster. Proposer shall have access and contacts for any other equipment that might be required and will negotiate a rate with the Parish if the need arises for equipment not listed.

Generators and Other Equipment

Generators and Other Equipment (Line 30)	Hourly	Daily	Weekly	Monthly
5kw Portable/Mobile Generator	\$29.99	\$299.86	\$1,445.65	\$4,565.28
10kw Portable/Mobile Generator	\$37.55	\$375.51	\$1,679.49	\$4,799.12
20kw Portable/Mobile Generator	\$ 41.98	\$419.80	\$1,776.32	\$5,103.93
40kw Portable/Mobile Generator	\$73.31	\$733.14	\$3,612.06	\$11,931.09
60kw Portable/Mobile Generator	\$86.74	\$867.39	\$4,317.97	\$14,300.80
80kw Portable/Mobile Generator	\$112.05	\$1,120.48	\$5,924.55	\$20,066.89
100kw Portable/Mobile Generator	\$124.65	\$1,246.48	\$6,276.96	\$21,043.22
120kw Portable/Mobile Generator	\$153.40	\$1,533.96	\$7,890.42	\$26,816.20
150 kw Portable/Mobile Generator	\$172.60	\$1,725.98	\$9,179.54	\$31,848.88
175 kw Portable/Mobile Generator	\$192.49	\$1,924.87	\$10,523.68	\$36,936.58
200 kw Generator	\$212.08	\$2,120.75	\$11,722.84	\$41,671.32
240 kw Generator	\$264.92	\$2,649.21	\$14,693.09	\$52,128.70
320 kw Generator	\$331.22	\$3,312.20	\$18,962.64	\$68,876.79
500 kw Generator	\$515.87	\$5,158.68	\$28,806.82	\$103,054.11
640 kw Generator	\$667.39	\$6,673.93	\$37,185.27	\$132,854.04
750 kw Generator	\$779.19	\$7,791.93	\$43,278.18	\$154,337.15
1000 kw Generator	\$1,031.52	\$10,315.15	\$57,474.44	\$205,345.09
1500 kw Generator	\$1,466.00	\$14,660.08	\$84,113.20	\$305,607.21
2000 kw Generator	\$1,817.97	\$18,179.71	\$110,751.96	\$405,869.34
2250 kw Generator	\$2,103.31	\$21,033.05	\$123,710.27	\$455,639.33
Portable Light Plant	\$31.66	\$316.64	\$1,590.63	\$4,918.24
Pump, 4" *	\$66.01	\$528.07	\$2,640.35	\$7,921.05
Pump, 6" *	\$72.76	\$582.07	\$2,910.35	\$8,731.05
Pump, 8" *	\$92.18	\$737.48	\$3,687.40	\$11,062.20
Pump, 10" *	\$97.25	\$777.98	\$3,889.90	\$11,669.70
Pump, 12" *	\$109.06	\$872.48	\$4,362.40	\$13,087.20
Portable Toilet	\$4.50	\$75.00	\$525.00	\$2,100.00

Note:

* minimum 25' intake and 200' discharge

PROPOSAL FORM

Date: September 1, 2021

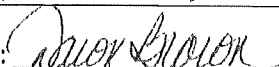
To: *St. Helena Parish Police Jury, Towana Jackson, Purchase Agent*
Attention: *Roderick Matthews, OEP Director*
P.O. Box 339 Greensburg, LA 70441

Re: Request for Proposal
STANDBY CONTRACT FOR DEBRIS REMOVAL AND SITE MANAGEMENT FOR
DEBRIS REDUCTION, EMERGENCY ROADWAY DEBRIS CLEARANCE AND
WATERWAY DEBRIS REMOVAL

1. The undersigned, having carefully and to our full satisfaction examined the RFP documents for STANDBY CONTRACT FOR DEBRIS REMOVAL AND SITE MANAGEMENT FOR DEBRIS REDUCTION, EMERGENCY ROADWAY DEBRIS CLEARANCE AND WATERWAY DEBRIS REMOVAL
2. By submission of this Proposal, the undersigned certifies, and in the case of a joint proposal, each party hereto certifies as to his own organization and the joint venture, that this Proposal is made in good faith and has arrived at independently, without collusion, consultation, communication or agreement as to any matter to this Proposal with any other Proposer.

Submitted by: Dawn Brown

Title: Assistant Corporate Secretary

Authorized Signature: 

Company Name (print): Ceres Environmental Services, Inc.

Phone (print): (800) 218-4424

Company Address (print): 974 Bayou Dularge

City, State, Zip Code (print): Houma, LA 70363

Federal Tax I.D. Number: 41-1816075

Phone/Fax Number: (800) 218-4424 / (866) 228-5636

Description	Unit	Livingston	East Feliciana	St. Helena	Average	CO Rates
Removal of hazardous hanging limbs greater than 2 inches	Per Tree	\$ 74.00	\$ 98.00	\$ 86.98	\$ 86.33	\$ 86.33
Removal of hazardous standing trees 6"-12.99" in diameter	Each	\$ 49.00	\$ 35.00	\$ 35.00	\$ 39.67	\$ 39.67
Removal of hazardous standing trees 13"-24.99" in diameter	Each	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00
Removal of hazardous standing trees 25"-36.99" in diameter	Each	\$ 225.00	\$ 175.00	\$ 175.00	\$ 191.67	\$ 191.67
Removal of hazardous standing trees 27"-48" in diameter	Each	\$ 400.00	\$ 225.00	\$ 225.00	\$ 283.33	\$ 225.00
Removal of hazardous standing trees greater than 48" in diameter	Each	\$ 500.00	\$ 255.00	\$ 255.00	\$ 386.67	\$ 255.00