K22-707

Bond No. 190047498

AMENDMENT NO. 1 TO CONTRACT

BETWEEN

THE CITY OF NEW ORLEANS

AND

CERES ENVIRONMENTAL SERVICES, INC

BID PROPOSAL NO.: 1158

DISASTER STREET CLEARING AND DEBRIS COLLECTION, REMOVAL, PROCESSING, AND DISPOSAL SERVICES - ZONE 1

THIS FIRST AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Ceres Environmental Services, Inc, represented by Tia Laurie, Corporate Secretary (the "**Contractor**"). The City and the Contractor are each sometimes referred to as a "**Party**", and/or collectively referred to as the "**Parties.**" The Amendment is effective as of **June 29, 2022** (the "**Effective Date**").

RECITALS

WHEREAS, on March 31, 2021, the City issued an Invitation to Bid No. 1158 and Addendum No. 1 dated March 31, 2021, Addendum No. 2 dated April 15, 2021, and Addendum No. 3 dated April 26, 2021, seeking a contractor to provide disaster street clearing and debris collection, removal, processing, and disposal services in Zone 1 (the **"ITB"**);

WHEREAS, on and effective June 29, 2021, the City and the Contractor entered into a requirements contract for the Contractor to provide disaster street clearing and debris collection, removal, processing, and disposal services in Zone 1 (the "**Contract**") pursuant to the City's ITB;

WHEREAS, unless otherwise set forth herein, the capitalized terms herein shall have the same meaning as otherwise provided for in the Contract;

WHEREAS, the Contract provided for an initial term of one (1) year from the Agreement's Effective Date with the ability to extend the term for no more than four (4) one (1) year periods; and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter into this Amendment to extend the term for an additional one (1) year through June 29, 2023, and to reaffirm, modify, and/or add certain terms and conditions.

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

1. ***Extension.*** The Contract term is extended for an additional one (1) year from the Effective Date through June 28, 2023.

2. ***Rate of Compensation*.** The City and the Contractor reaffirm the hourly rates of compensation and the compensation provisions set forth in the Contractor's Bid dated May 5, 2021, which included Bid Form "C" dated April 27, 2021. Bid Form "C" is attached hereto and fully incorporated into this Amendment as Exhibit "B".

3. ***Maximum Amount*.** The maximum amount payable for all services performed under this Contract and the amendments, *in globo*, remains at $4,207,444.15 in the aggregate at any time, in accordance with the Contractor's Bid. As a requirements contract, the Contract is price-protected and not binding as to any specific quantity.

4. ***Living Wages.*** Section 25 of Attachment "B" to the ITB is deleted in its entirety and replaced, as follows:

LIVING WAGES

A. *Definitions*. Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

B. *Compliance*. To the fullest extent permitted by law, the Contractor agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("Living Wage");
2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

C. *Living Wage*. In accordance with the Living Wage Ordinance, Living Wage shall be as follows:

1. $11.19 per hour for any work performed on or before December 31, 2021;
2. $13.25 per hour for any work performed on or before December 31, 2022;
3. $15.00 per hour for any work performed on or before December 31, 2023; and
4. $15.00 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2024 or thereafter.

D. *Adjusted Living Wage*. In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2024, using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.

E. ***Subcontract Requirements*.** As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance ("**Article**"). **City contractors and beneficiaries shall be deemed responsible for** violations of this Article by their subcontractors.

F. ***Reporting*.** On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112

G. ***Compliance Monitoring*.** Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of **Workforce Development (the "OWD") and/or the Chief Administrative Office ("CAO").** Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

H. ***Remedies*.** If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

5. ***Additional Miscellaneous Provisions*.** The following terms and conditions are reaffirmed and/or added to the Contract:

ARTICLE III - THE SURETY'S OBLIGATIONS

A. ***Performance and Payment Bond*.** Liberty Mutual Insurance Company (the "**Surety**") **intervenes** in this Contract and binds itself as surety for:

1. The faithful performance of all work required of the Contractor by this Contract in the full sum of $4,207,444.15.
2. The full payment by the Contractor of all payments to be made by the Contractor under this Amendment in the full sum of $4,207,444.15.

3. Each of these bonds is considered separate and distinct, and no payment made by the Surety under either bond shall in any way reduce the obligations of the Surety under the other.

B. ***Acknowledgement of Contract***. The Surety represents and warrants that it has fully read and understands the terms of this Contract, including all incorporated documents.

C. ***Survival and Validity of Bond***. The Surety's bond shall remain in full force and effect, and shall survive the termination of this Contract, but shall become null and void if the Contractor: (1) well and faithfully performs all and singular the obligations assumed by the Contractor in this Contract; (2) promptly pays all wages of laborers, workmen, or mechanics to be employed by the Contractor for all work done or labor performed by the Contractor or by any sub-contractors; or furnished to sub-contractors, and used in the construction, erection, alteration, performance or repairs of the work required by the Contract; (3) promptly pays for all materials or supplies furnished to the Contractor, or by any subcontractor, or to any subcontractor, for the use of machines used in the construction, erection, alteration, performance or repair of the work required by the Contract; (4) fully secures and protects the City, its legal successor and representatives from all loss or expense of any kind, including premises, including all costs of Court and attorneys' fees, made necessary or arising from the failure, refusal or neglect of the Contractor to comply with all of the obligations assumed by it; and (5) promptly delivers all the work required by the Contract to the City, free from any and all claims, liens and expenses. The obligations of the Surety will not be affected in any way by any modifications, omissions, or additions in or to the terms of this Contract, the plans o specifications, or in the manner and mode of payment.

5. ***Convicted Felon Statement***. The Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

6. ***Counterparts***. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Contract, but all of which, when taken together, shall constitute one and the same agreement.

7. ***Cost Recovery***. In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations."

8. ***Electronic Signature and Delivery***. The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

9. ***Exhibits.*** The following exhibits will be attached and are incorporated into this Amendment: Exhibit "A" - the Power of Attorney and Copies of the Performance bond and

Payment Bond and Exhibit "B" - Attachment "C" Bid Form; and Exhibit "C" – Federal Contract Clauses - Special Compliance Provisions for FEMA – Funded Contracts.

10. ***Non-Solicitation Statement***. The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

11. ***Non-Waiver***. The failure of either Party to insist upon strict compliance with any provision of this Contract, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default, or breach shall not affect or constitute a waiver of either Party's right to insist upon such compliance, exercise such right, or seek such remedy with respect to that default or breach, or any prior, contemporaneous, or subsequent default or breach.

12. ***Order of Documents***. In the event of any conflict between the provisions of this Contract any incorporated documents, the terms and conditions of the documents will apply in this order: Exhibit "C"; the Contract; Exhibit "A"; and Exhibit "B".

13. ***Prior Terms Binding***. Except as otherwise provided by this Amendment, the terms and conditions of the Contract, as amended, remain in full force and effect.

14. ***Special Compliance Provisions for FEMA-Funded Contracts***. The City may at the City's discretion, seek reimbursement from FEMA in connection with the work to be performed under this Contract, as amended. The "Special Conditions for FEMA Compliance" shall be attached hereto as Exhibit "C" to this Contract and made a part hereof. The Special Conditions for FEMA Compliance (i.e., The Federal Contract Clauses) are expressly incorporated in the Contract and will be effective, notwithstanding any provision of the Contract or any incorporated documents, to the contrary.

[SIGNATURES AND EXHIBIT(S) "A", "B", AND "C" CONTAINED ON NEXT PAGE(S)]

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: ______________________

LATOYA CANTRELL, MAYOR

Executed on this 28th **of** July, **2022.**

FORM AND LEGALITY APPROVED:
Law Department

By: ______________________

Printed Name: Tracy Dyer

CERES ENVIRONMENTAL SERVICES, INC

BY: ______________________

TIA LAURIE, CORPORATE SECRETARY

LIBERTY MUTUAL INSURANCE COMPANY

BY: ______________________

AGENT OR ATTORNEY-IN-FACT

PRINT NAME: Joshua R. Loftis, Attorney-in-Fact

[ORIGINAL POWER OF ATTORNEY AND COPIES OF THE PERFORMANCE BOND AND THE PAYMENT BOND MUST BE ATTACHED TO THIS AMENDMENT AS EXHIBIT "A"]

[EXHIBIT(S) "A", "B", AND "C" ATTACHED ON THE NEXT PAGES]

[The remainder of this page is intentionally left blank]

Exhibit "A" - Power of Attorney and Copies of the Performance Bond and Payment Bond

Liberty Mutual.
SURETY

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: 8207173 - 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; C. White; Emily White; Joshua R. Loftis; Lin Ulven; Melinda C. Blodgett; Nathan Weaver; Nicole Stillings; R. C. Bowman; R. W. Frank; Rachel Thomas; Ross S. Squires; Sandra M. Engstrum; Ted Jorgensen; Tina L. Domask

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2022.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

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

By: David M. Carey

David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of January, 2022 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 at King of Prussia, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

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

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

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes 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 surety any and all undertakings, bonds, recognizances and other surety obligations.

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of July, 2022.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

JOINT WRITTEN ACTION OF THE BOARD OF DIRECTORS AND SHAREHOLDERS OF CERES ENVIRONMENTAL SERVICES, INC.

The undersigned, being the sole member of the Board of Directors and the sole shareholder of Ceres Environmental Services, Inc., a Florida corporation (the "Corporation"), does hereby adopt the following resolution in writing pursuant to Florida Statutes effective as of the 27th day of June 2022:

WHEREAS, the Corporation desires to prepare and execute contract documents including but not limited to addendums, change orders, notices to proceed and task orders, and the Corporation desires to grant the authority to the Corporate Secretary, Tia Laurie, to sign and execute such contractual documents on behalf of the Corporation,

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, BE IT:

RESOLVED, that Ceres Environmental Services, Inc. grants Tia Laurie, Corporate Secretary, the authority to sign and bind the Corporation in matters related to the execution of contractual documents.

IN WITNESS WHEREOF, the undersigned Board of Directors and Shareholders have set their hands effective as of the day first written above.

David A. McIntyre
President and Sole Director/Shareholder

AIA® Document A312™ – 2010

Performance Bond

Bond No. 190047498

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

6968 Professional Parkway East
Sarasota, FL 34240

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

175 Berkeley Street
Boston, MA 02116

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

1300 Perdido Street, 7th Floor
New Orleans, LA 70112

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.

CONSTRUCTION CONTRACT
Date: **August 30, 2021**

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

Description:
(Name and location) **8/30/2021 NTP Contract Activation-Hurricane Ida, City of New Orleans (Bid No. 1160 Disaster Street Cleaning and Debris Collection, Removal, Processing and Disposal Services Zone 3)**

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.

Signature: [signature]
Name Tia Laurie
and Title: Secretary

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

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

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

(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 no 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 allowance 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: Tia Laurie Secretary		Name and Title:	
Address		Address	

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

Init.

/

AIA® Document A312™ – 2010

Payment Bond

Bond No. 190047498

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

6968 Professional Parkway East
Sarasota, FL 34240

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

1300 Perdido Street, 7th Floor
New Orleans, LA 70112

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 combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date: **August 30, 2021**

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

Description:
(Name and location) **8/30/2021 NTP Contract Activation-Hurricane Ida, City of New Orleans (Bid No. 1160 Disaster Street Cleaning and Debris Collection, Removal, Processing and Disposal Services Zone 3)**

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 Tia Laurie
and Title: Secretary

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

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

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

(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 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 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: Tia Laurie Secretary		Name and Title:	
Address		Address	

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

CORPORATE ACKNOWLEDGMENT

State of **Florida**)
) ss
County of Sarasota)

On this 4th day of September 2021, before me appeared Tia Leaune, 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.

Notary Public State of Florida
Ashley Diane Dow
My Commission HH 061557
Expires 11/08/2024

Ashley D Dow

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

SURETY ACKNOWLEDGMENT

State of **Minnesota**)
) ss
County of **Hennepin**)

On this **2nd** day of **September** **2021**, before me appeared **Joshua R. Loftis**, 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. Loftis** acknowledged said instrument to be the free act and deed of said corporation.

SANDRA M ENGSTRUM
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2026

Sandra M Engstrum

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

Exhibit "B" - Attachment "C" - Bid Form

INVITATION TO BID
CITY OF NEW ORLEANS

ATTACHMENT "C"
BID FORM

COMPLETE IN INK
Bidder Information:

BID NUMBER: 1158

Business Name: Ceres Environmental Services, Inc.

Business Tax ID No: 41-1816075

Business Address: 974 Bayou Dularge, Houma, LA 70363

Business Phone: (800) 218-4424

Business Fax No: (866) 228-5636

Business E-mail: dawn.brown@ceresenv.com

By: Dawn Brown
Signature

Dawn Brown
Printed Name

Assistant Corporate Secretary
Printed Title

April 27, 2021
Date

[TOTAL BID PRICE (104 Line items)] : $ 4,207,444.15

BY INITIALING BELOW, BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA ISSUED	One (1)	Two (2)	Three (3)	Four (4)	Five (5)	Six (6)
	db	db	db			

Bid is valid for 90 calendar days after the bid deadline.

Attach written evidence of the authority of the person signing the bid. See Attachment G entitled "Guidelines on Proof of Authority to Sign Bid"

IMPORTANT NOTE: When completing your bid, do not alter City bid form or attach form(s) which may contain terms and conditions that conflict with those listed in the City's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these channels will be considered a counteroffer to the City's bid.

BID SHEET (PAGE 1)

BID NUMBER: 1158 **BIDDER NAME:** Ceres Environmental Services, Inc.

NOTE: Quantities provided on the form are projections only and may not represent actual assigned workload. Stated quantities are to be useful for bid comparison purposes only.

	Description	Unit	Measure of Distance	Unit Price	x Quantity	= TOTAL	Line #
70 HOUR PUSH	Emergency Road Clearance for first Seventy Hours (70) Following Disaster	Crew Hours	N/A	$404.63 /hour	200	$80,926.00	Line 1
CURBSIDE SEGREGATION	Curbside Segregation	Crew Hours	N/A	$141.38 /hour	200	$28,276.00	Line 2
VEGETATIVE COLLECT & HAUL	Vegetative Waste: vegetative debris collection and haul for a prescribed distance from right of way to TDSRS or Landfill	CY per mileage intervals	0-15 miles	$8.34 /cy	50,000	$417,000.00	Line 3
			16-30 miles	$8.43 /cy	50,000	$421,500.00	Line 4
			31-60 miles	$8.73 /cy	50,000	$436,500.00	Line 5
MANAGEMENT & REDUCTION	Grinding/Chipping Vegetative Debris	CY	N/A	$2.52 /cy	50,000	$126,000.00	Line 6
	Air Curtain Burning Vegetative Debris	CY	N/A	$0.57 /cy	50,000	$28,500.00	Line 7
	Open Burning Vegetative Debris	CY	N/A	$0.08 /cy	50,000	$4,000.00	Line 8
	Construction of Inspection Tower (subject to prevailing wage)	EACH	N/A	$4,680.00 /each	1	$4,680.00	Line 9
	TDSRS Site Management	CY	N/A	$2.19 /cy	50,000	$109,500.00	Line 10

BID SHEET (PAGE 2)

BID NUMBER: 1158 **BIDDER NAME:** Ceres Environmental Services, Inc.

C&D COLLECT & HAUL	**C&D:** C&D debris collection and removal from right of way to TDSRS or Landfill	CY per mileage intervals	0-15 miles	$8.24 /cy	50,000	$412,000.00	Line 11
			16-30 miles	$8.34 /cy	50,000	$417,000.00	Line 12
			31-60 miles	$8.63 /cy	50,000	$431,500.00	Line 13
FINAL DISPOSAL	**Transport of Reduced Vegetative Debris & Other Debris Types from TDSRS to Final Disposal Site**	CY per mileage intervals	0-15 miles	$3.07 /cy	25,000	$76,750.00	Line 14
			16-30 miles	$4.05 /cy	25,000	$101,250.00	Line 15
			31-60 miles	$4.53 /cy	25,000	$113,250.00	Line 16
HAZARDOUS TREES & STUMPS	**Removal of Hazardous Trees:** (Standing Leaners), Diameter is measured at24" height	6"-12" diameter		$341.25 /each	50	$17,062.50	Line 17
		13" - 24"		$536.25 /each	50	$26,812.50	Line 18
		25" - 36"		$731.25 /each	30	$21,937.50	Line 19
		37" - 48"		$1,023.75 /each	20	$20,475.00	Line 20
		greater than 49"	Each	$1,413.75 /each	20	$28,275.00	Line 21
	Trees with Hazardous Limbs over 2"	Tree	N/A	$131.63 /each	50	$6,581.50	Line 22
	Hazardous Stumps 24" - 36" diameter	Stump	N/A	$438.75 /each	50	$21,937.50	Line 23
	Hazardous Stumps 37" - 48" diameter	Stump	N/A	$731.25 /each	25	$18,281.25	Line 24
	Hazardous Stumps over 49" diameter	Stump	N/A	$926.25 /each	25	$23,156.25	Line 25

BID SHEET (PAGE 3)

BID NUMBER: 1158 **BIDDER NAME:** Ceres Environmental Services, Inc.

SPECIALTY REMOVAL	**Small Motorized Equipment** Collection, Disposal, and Recycling (Weed eater type engines)	Each	N/A	$121.88/each	50	$6,094.00	Line 26
	Small Motorized Equipment Collection, Disposal, and Recycling (Lawn motor type engines)	Each	N/A	$121.88/each	25	$3,047.00	Line 27
	Small Motorized Equipment Collection, Disposal, and Recycling (Automotive type engines)	Each	N/A	$121.88/each	10	$1,218.80	Line 28
	Dead Animal Carcass Removal and Disposal	Pound	N/A	$4.63 /pound	30	$138.90	Line 29
	White Goods: Collection, Disposal, and Recycling	Unit	N/A	$80.93 /unit	100	$8,093.00	Line 30
	Electronic Waste: collection, disposal, and recycling of "e-waste" that contains hazardous materials. Includes computer monitors and TV's.	Unit	N/A	$61.43 /unit	50	$3,071.50	Line 31
	Household Hazardous Waste (HHW): removal and disposal (DRY WASTE)	Pound	N/A	$28.28/pound	50	$1,414.00	Line 32
	Household Hazardous Waste (HHW): removal and disposal (LIQUID WASTE)	Gallon	N/A	$38.03/gallon	100	$3,803.00	Line 33
	Removal of Concrete Slabs	CY	N/A	$14.58 /cy	3,500	$51,030.00	Line 34
	Historic Item Salvage Crew (minimum supervisor and two laborers)	Hours	N/A	$107.25/hour	3,500	$375,375.00	Line 35
	Disposal of Debris: Type III C&D Landfill	CY	N/A	$4.39 /cy	50,000	$219,500.00	Line 36
	Disposal of Debris: Type II MSW Landfill	CY	N/A	$2.44 /cy	50,000	$122,000.00	Line 37
	River Sand Fill (Material, Leveling, Grading, andRaking)	CY	N/A	$13.65 /cy	900	$12,285.00	Line 38

BID SHEET (PAGE 4)

BID NUMBER: 1158 **BIDDER NAME:** Ceres Environmental Services, Inc.

	Equipment Type	Unit	Unit Price	x Quantity	= TOTAL	Line #
70 HOUR PUSH: MATERIALS	Air Curtain Pit Burner	Hours	$43.88 /hour	1	$43.88	Line 39
	Air Curtain Refractory Incinerator	Hours	$73.13 /hour	1	$73.13	Line 40
	Bobcat Loader	Hours	$95.55 /hour	1	$95.55	Line 41
	Bucket Truck	Hours	$209.63 /hour	1	$209.63	Line 42
	Chipper/Mulcher (8" throat)	Hours	$95.55 /hour	1	$95.55	Line 43
	Chipper/Mulcher (12" throat)	Hours	$107.25 /hour	1	$107.25	Line 44
	Crash Truck with Impact Attenuator	Hours	$102.38 /hour	1	$102.38	Line 45
	Dozer, Tracked D5 or similar	Hours	$134.55 /hour	1	$134.55	Line 46
	Dozer, Tracked D6 or similar	Hours	$151.13 /hour	1	$151.13	Line 47
	Dozer, Tracked D7 or similar	Hours	$154.05 /hour	1	$154.05	Line 48
	Dozer, Tracked D8 or similar	Hours	$170.63 /hour	1	$170.63	Line 49
	Dump Truck, 18 CY-20 CY	Hours	$87.75 /hour	1	$87.75	Line 50
	Dump Truck, 21 CY-30 CY	Hours	$107.25 /hour	1	$107.25	Line 51
	Generator and Lighting	Hours	$33.15 /hour	1	$33.15	Line 52
	Grader with 12" Blade	Hours	$131.63 /hour	1	$131.63	Line 53
	Hydraulic Excavator, 1.5 CY	Hours	$151.13 /hour	1	$151.13	Line 54
	Hydraulic Excavator, 2.5 CY	Hours	$160.88 /hour	1	$160.88	Line 55
	Knuckleboom Loader	Hours	$136.50 /hour	1	$136.50	Line 56
	Laborer with Chain Saw	Hours	$46.80 /hour	1	$46.80	Line 57
	Lowboy Trailer with Tractor	Hours	$115.05 /hour	1	$115.05	Line 58
	Log Skidder	Hours	$121.88 /hour	1	$121.88	Line 59
	Mobile Crane (Adequate for hanging limbs and leaning trees)	Hours	$193.05/hour	1	$193.05	Line 60
	Pick Up Truck, 0.5 Ton	Hours	$23.40 /hour	1	$23.40	Line 61
	Soil Compactor, 81 HP+	Hours	$86.78 /hour	1	$86.78	Line 62
	Soil Compactor, 80 HP	Hours	$77.03 /hour	1	$77.03	Line 63
	Soil Compactor, Towed Unit	Hours	$66.30 /hour	1	$66.30	Line 64
	Stump Grinder 30" diameter or less	Hours	$66.30 /hour	1	$66.30	Line 65
	Stump Grinder, greater than 30" diameter	Hours	$83.85 /hour	1	$83.85	Line 66
	Traffic Control, Single Lane Closure	Hours	$129.68/hour	1	$129.68	Line 67
	Tub Grinder, 800 to 1000 HP	Hours	$385.13/hour	1	$385.13	Line 68

BID SHEET (PAGE 5)

BID NUMBER: 1158 **BIDDER NAME:** Ceres Environmental Services, Inc.

70 HOUR PUSH: MATERIALS	Waste Collection Rear Loader Truck	Hours	$212.55 /hour	1	$212.55	Line 69
	Water Truck	Hours	$76.05 /hour	1	$76.05	Line 70
	Wheel Loader, 2.5 CY, 940 or similar	Hours	$124.80 /hour	1	$124.80	Line 71
	Wheel Loader, 3.5-4.0 CY, 966 or similar	Hours	$134.55 /hour	1	$134.55	Line 72
	Wheel Loader, 4.5 CY, 980 or similar	Hours	$144.30 /hour	1	$144.30	Line 73
	Wheel Loader, Backhoe, 1.0-1.5 CY	Hours	$111.15 /hour	1	$111.15	Line 74
	100 yard roll off	Hours	$43.88 /hour	1	$43.88	Line 75
	Tractor Truck (to pull roll off)	Hours	$85.80 /hour	1	$85.80	Line 76
	Self-loaders	Hours	$190.13 /hour	1	$190.13	Line 77
	Weighing Scales, Truck, Portable and Certified	Hours	$43.88 /hour	1	$43.88	Line 78

BID SHEET (PAGE 6)

BID NUMBER: 1158 **BIDDER NAME:** Ceres Environmental Services, Inc.

70 HOUR PUSH: TIME

Personnel Title	Unit	Unit Price	x Quantity	= TOTAL	Line #
State Operations Manager	Hours	$82.88 /hour	1	$82.88	Line 79
County Operations Manager	Hours	$82.88 /hour	1	$82.88	Line 80
Municipal Operations Manager	Hours	$82.88 /hour	1	$82.88	Line 81
Safety Superintendent	Hours	$73.13 /hour	1	$73.13	Line 82
Safety Supervisor	Hours	$63.38 /hour	1	$63.38	Line 83
Project/Site Supervisor	Hours	$76.05 /hour	1	$76.05	Line 84
Project/Site Foreman	Hours	$66.30 /hour	1	$66.30	Line 85
Project/Site Inspector	Hours	$47.78 /hour	1	$47.78	Line 86
Mechanic (with trucks and tools)	Hours	$76.05 /hour	1	$76.05	Line 87
Climber (with gear)	Hours	$63.38 /hour	1	$63.38	Line 88
Laborer/Operator (with tools)	Hours	$43.88 /hour	1	$43.88	Line 89
Laborer/Operator (with chain saw)	Hours	$46.80 /hour	1	$46.80	Line 90
Traffic Control Personnel	Hours	$43.88 /hour	1	$43.88	Line 91
Ticket Writers	Hours	$27.30 /hour	1	$27.30	Line 92
Survey Personnel (with vehicle)	Hours	$47.78 /hour	1	$47.78	Line 93
TDMA/Aggregation Site Personnel	Hours	$42.90 /hour	1	$42.90	Line 94
Project Engineer	Hours	$73.13 /hour	1	$73.13	Line 95
Equipment Operator	Hours	$56.55 /hour	1	$56.55	Line 96
Security Personnel	Hours	$43.88 /hour	1	$43.88	Line 97
Truck Driver	Hours	$50.70 /hour	1	$50.70	Line 98
Bucket Truck Operator	Hours	$56.55 /hour	1	$56.55	Line 99
Administrative Assistant	Hours	$27.30 /hour	1	$27.30	Line 100
Arborist (LA Licensed)	Hours	$95.55 /hour	1	$95.55	Line 101
Clerical Aide	Hours	$27.30 /hour	1	$27.30	Line 102
General Laborers	Hours	$43.88 /hour	1	$43.88	Line 103

Exhibit "C" – FEDERAL CONTRACT CLAUSES

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.

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 applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (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 paragraph (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 paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City of New Orleans 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.

CLEAN AIR ACT

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

(2) The Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP 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.

ENERGY POLICY AND CONSERVATION ACT
The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT
The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

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 the GOHSEP and understands and agrees that the GOHSEP 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.

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 and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, 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 of2 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.

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 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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.

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 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.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.
Any procurement of telecommunications and video surveillance services or equipment must comply with the provisions of 2. C.F.R. §200.216.

DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate and to the extent consistent with law, the parties 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 (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

ACCESS TO RECORDS
The following access to records requirements apply to this contract:
(1) The Contractor agrees to provide the State of Louisiana, the City of New Orleans, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
(4) In compliance with the Disaster Recovery Act of 2018, the City of New Orleans and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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.

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 will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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.

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.

CONTRACTS WITH OTHERS

If the Contractor contracts with any other contractor or vendor for performance of any portion of the work required under this Agreement, the Contractor must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors; the State of Louisiana, its employees, and/or their contractors; and the City, its employees and/or their contractors, and the Contractor and its employees and/or contractors harmless from liability to third parties for claims asserted under such contract.

[END OF AMENDMENT]