



## **PROFESSIONAL SERVICES AGREEMENT**

(FEMA funding)

(Version 1-7-2025)

This AGREEMENT ("Agreement") is entered by and between **Ceres Environmental Svices, Inc.** ("Professional"), located at **6371 Business Boulevard, Suite 100, Sarasota FL 34240** and the **City of League City** (the "City"), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

### **Terms:**

1. **Scope of Services:** Professional will perform the services as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Debris Management (RFP 22-024)**. Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**, if applicable. If there is a conflict between the terms of this Agreement and Exhibits A (and B, if applicable), the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **August 24, 2025** and shall expire on **August 23, 2026** City may terminate this Agreement immediately upon written notice to the Professional if: (a) Professional materially breaches any of its obligations under this Agreement and fails to remedy the breach within seven (7) days after receiving written notice from City, (b) Professional becomes insolvent, files for bankruptcy, or is subject to any similar legal proceeding. In the event of termination for cause, City shall not be required to pay any further compensation to Professional and shall be entitled to recover any damages caused by the breach or insolvency. City also reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Professional. Upon such termination, City shall pay Professional, at the rate set out in **Exhibit A**, for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Professional for any services performed or for expenses incurred by Professional after the date of the termination notice that could have been avoided or mitigated by Professional.
3. **Compensation:** Professional shall be paid for the services as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$10,000,000.00** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services only after such services are completed and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Professional must submit to City invoices for all services provided, which invoices must include details and dates of service. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Professional, City shall give Professional specific reasons for disapproval in writing.
4. **Insurance:** Professional **is** required during the Contract Term to maintain insurance as set forth below: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per

occurrence and \$2,000,000 aggregate; (b) Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Professional will enter upon City premises: (i) Worker's Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Professional shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Professional shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Liquidated damages **are** applicable to this transaction. Professional acknowledges that time is of the essence in performing this Agreement. City and Professional (collectively, the "Parties") agree that if Professional is late in performing any service designated as **Time Critical** on the Scope of Services attached to this Agreement, City will suffer loss, damages, or other harm from Professional's delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred as a result of Professional's delay is incapable or difficult to precisely estimate, and therefore the Parties desire to stipulate the amount of such loss, damages, or harm. Accordingly, Professional shall have deducted from any amounts owed under this Agreement liquidated damages equal to the number of calendar days of the delay(s) times the daily rate, which rate shall be one-tenth of one percent (0.1%) times the compensation shown in the Scope of Services for such Time Critical service. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Professional's delay; (ii) one of the reasons for City and Professional to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Professional are sophisticated business parties and negotiated this Agreement at arm's length.

## 6. Remedies for Breach by Professional.

- 6.1. Breach of Contract by Professional. If the Professional violates or breaches any term, condition, or provision of this Agreement, the following remedies may be pursued by the non-breaching Party, as appropriate:

- 6.1.1. Administrative Remedies. In the event of a breach, City may impose administrative remedies, which may include but are not limited to: i. Suspension of Performance: City may suspend any or all of its obligations under this Agreement, including withholding payment or refusing to approve invoices, until the breach is remedied or resolved. ii. Corrective Action: City may require the Professional to take corrective actions, including repairing, replacing, or rectifying the work or services that do not conform to the terms of the Agreement, at the Professional's sole cost and expense. iii. Replacement of Professional Personnel: If the breach is related to the performance of the Professional's personnel, City may require the removal and replacement of the personnel involved in the breach at no cost to the non-breaching Party.

- 6.1.2. Contractual Remedies and Penalties. In the event of a breach by the Professional, City may invoke the following contractual remedies and penalties, as applicable: i. Liquidated Damages: The Professional agrees to pay liquidated damages as outlined in this Agreement, which shall apply if the Professional fails to meet the agreed deadlines,

performance standards, or other critical contractual obligations. The Parties agree that the liquidated damages are a reasonable estimation of the loss incurred due to such breach. ii. Termination for Default: In the event of a material breach that is not cured within seven (7) days of written notice, City may terminate this Agreement for default. Such termination shall be effective immediately upon the expiration of the cure period, and City shall be entitled to recover damages resulting from the breach. iii. Right to Offset: City may offset any amounts owed to the Professional under this Agreement by the amount of any penalties, costs, or damages incurred as a result of the Professional's breach.

6.1.3. Legal Remedies. In the event of a breach by the Professional, City reserves the right to pursue any legal remedies available under applicable law, including but not limited to: i. Claims for Damages: City may seek compensatory damages for any losses, costs, or expenses incurred as a result of the Professional's breach. ii. Injunctive Relief: City may seek injunctive relief to prevent or restrain the Professional from continuing its breach, including but not limited to orders for specific performance or a prohibition on further violations. iii. Legal Action: City may initiate legal proceedings, including but not limited to arbitration or litigation, to resolve the dispute and seek any remedies available under law.

6.2. Sanctions and Penalties. The Professional acknowledges that any violation of the terms and conditions of this Agreement may result in sanctions or penalties, including but not limited to: a. Disqualification from Future Work: The Professional may be disqualified from being awarded future contracts or work opportunities with the non-breaching Party, either temporarily or permanently, at the discretion of the non-breaching Party. b. Blacklist: If the breach involves fraudulent, unethical, or illegal conduct, the Professional may be placed on a blacklist, which may prevent the Professional from engaging in any future contractual relationships with City or its affiliates.

6.3. Cumulative Remedies. The remedies set forth in this section are cumulative and not exclusive. City may exercise any or all available remedies (administrative, contractual, or legal) in any order or combination, and the exercise of one remedy shall not preclude City from exercising others.

6.4. Notice of Breach. City shall provide written notice to the Professional detailing the breach and specifying the applicable remedy or penalty. The Professional shall have seven (7) days from receipt of such notice to cure the breach, unless otherwise specified.

7. **Independent Professional:** Professional is an independent Professional and is not an employee, partner, joint venture, or agent of City. Professional understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Professional shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.

8. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the "Work") for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City's discretion. If the Work would not be considered a work-for-

hire under applicable law, Professional hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City's discretion. Professional shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Professional hereby waives and appoints City to assert on Professional's behalf Professional's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City's purposes.

9. **Confidentiality:** During the course of the services to be provided under this Agreement, Professional may become privy to confidential information of City. Professional agrees to treat as confidential the information or knowledge that becomes known to Professional during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Professional shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Professional's possession or control. Professional shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Professional without the prior written approval of City.
10. **Warranties and Representations:** Professional warrants and agrees that Professional shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Professional warrants and agrees that Professional will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
11. **Licenses/Certifications:** Professional represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Professional's performance of this Agreement. If Professional is a business entity, Professional warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Professional.
12. **Performance/Qualifications:** Professional agrees and represents that Professional has the personnel, experience, and knowledge necessary to qualify Professional for the particular duties to be performed under this Agreement. Professional warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.

13. **Conflict of Interest:** Professional warrants, represents, and agrees that Professional presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Professional's performance of the services hereunder. Professional further warrants and affirms that no relationship or affiliation exists between Professional and City that could be construed as a conflict of interest with regard to this Agreement.
14. **INDEMNIFICATION: PROFESSIONAL SHALL INDEMNIFY AND HOLD HARMLESS CITY, AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROFESSIONAL OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROFESSIONAL IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL OR THE PROFESSIONAL'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL. HOWEVER, PROFESSIONAL SHALL NOT BE REQUIRED TO DEFEND THE CITY AGAINST CLAIMS BASED WHOLLY OR PARTLY ON THE NEGLIGENCE, FAULT, OR BREACH OF CONTRACT BY THE CITY, THE CITY'S AGENT, THE CITY'S EMPLOYEE, OR OTHER ENTITY OVER WHICH THE CITY EXERCISES CONTROL.**
15. **Force Majeure:** Neither party shall be liable to the other for (i) any delay in performance; (ii) any other breach; (iii) any loss or damage; or (iv) any contribution to or aggravation of any of the foregoing; arising solely from uncontrollable forces such as fire, theft, storm, war, or any other cause that could not have been reasonably avoided by the party's exercise of due diligence.
16. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
17. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Professional certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
18. **State Auditor:** Professional understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency

(collectively, the “Auditor”), to conduct an audit or investigation in connection with those funds. Professional agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Professional will include this provision in all contracts with permitted subprofessionals.

19. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
20. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Professional to attempt to resolve any claim for breach of contract made by Professional that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Professional’s claim and any counterclaim and negotiate with Professional in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
21. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
22. **Eligibility to Receive Payment:** Professional certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
23. **Payment of Debt/Delinquency to State:** Professional certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Professional agrees that any payments owing to Professional under the Agreement may be applied directly toward any debt or delinquency that Professional owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
24. **Products and Materials Produced in Texas:** Professional should, to the greatest extent practicable and consistent with law, 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.
25. **Risk of Loss:** All work performed by Professional pursuant to the Agreement will be at Professional’s exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work, or the need to redo or revise the work for any reason except to accommodate a City request to materially alter the work, prior to City’s acceptance, bearing the costs of such loss or damage to or such redo or revision of the work will be Professional’s responsibility.
26. **Publicity:** Professional shall not use City’s name, logo or likeness in any press release, marketing materials or other public announcement without receiving City’s prior written approval.

27. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
28. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
29. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
30. **Authority:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. Professional warrants and represents that Professional has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
31. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Professional. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
32. **Equal Employment Opportunity:** During the performance of this contract, the Professional agrees as follows:
  - 32.1. Professional will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Professional 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. Professional 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.

- 32.2. Professional will, in all solicitations or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 32.3. Professional 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 Professional's legal duty to furnish information.
- 32.4. Professional 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 Professional's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 32.5. Professional 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.
- 32.6. Professional 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.
- 32.7. In the event of Professional'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 Professional may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 32.8. Professional will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) 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. Professional 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 Professional becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Professional



may request the United States to enter into such litigation to protect the interests of the United States.

- 32.9. Professional 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.
- 32.10. Professional 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.
- 32.11. Professional 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 Professional 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.
33. **Davis-Bacon Act:** If applicable but not federally required for procurements under FEMA's Public Assistance or Hazard Mitigation Assistance Programs and in addition to the requirements of this agreement, the Professional must do the following:
  - 33.1. Professional must comply with all requirements in 29 C.F.R. § 5.5(a)(1)-(11), which are incorporated into this Agreement by reference.
  - 33.2. Professional must place a copy of the Department of Labor's current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The Professional must report all suspected or reported violations to the federal agency.
  - 33.3. Contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland "Anti-Kickback" Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the Professional may include a separate contract provision specific to the Copeland "Anti-Kickback" Act.

- 33.4. Per Department of Labor's implementing regulations for the Davis-Bacon Act, the Professional's contractors and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(11) into any subcontracts.
- 33.5. Professional must follow the other requirements of the Davis-Bacon Act and implementing regulations. If applicable per this section described above, the Professional must include provisions at 29 C.F.R. § 5.5(a)(1)-(11) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.
34. **Copeland "Anti-Kickback" Act:** If applicable for all prime construction contracts above \$2,000 when the Davis-Bacon Act also applies, the Professional must do the following:
- 34.1. Professional shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
- 34.2. Professional shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Professional shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.
- 34.3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- 34.4. Professional must provide weekly reports of the wages paid during the prior week's payroll period to each employee covered by the Copeland "Anti-Kickback" Act and the Davis-Bacon Act.
35. **Compliance with the Contract Work Hours and Safety Standards Act:** This section is If applicable for all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work; not including the purchase of supplies, materials, or articles ordinarily available on the open market, contracts for transportation or transmission of intelligence.
- 35.1. Overtime requirements: No Professional 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.
- 35.2. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (a) of this section Professional and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such Professional 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 watchpersons and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$32 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 (a) of this section.

35.3. Withholding for unpaid wages and liquidated damages.

35.3.1. Withholding Process. The applicable federal agency or grant recipient 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 the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the Professional or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this contract, any other federal contract with the same Professional, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same Professional. The necessary funds may be withheld from the Professional under this contract, any other federal contract with the same Professional, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same Professional, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Professional's liability for which the funds were withheld.

35.3.2. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- 35.3.2.1. Professional's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- 35.3.2.2. A contracting agency for its procurement costs;
- 35.3.2.3. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of the Professional, or Professional's bankruptcy estate;
- 35.3.2.4. A Professional's assignee(s);
- 35.3.2.5. A Professional's successor(s); or
- 35.3.2.6. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

35.4. Subcontracts: Professional or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (e) of this section and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Professional shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (e) of this section." In the event of any violations of these clauses, Professional, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

35.5. Anti-Retaliation: It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- 35.5.1. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act or its implementing regulations in this part;
- 35.5.2. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under Contract Work Hours and Safety Standards Act or this section;
- 35.5.3. Cooperating in any investigation or other compliance action, or testifying in any proceeding under Contract Work Hours and Safety Standards Act or this section; or
- 35.5.4. Informing any other person about their rights under the Contract Work Hours and Safety Standards Act or this section.

35.6. Professional must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

35.7. Records to be maintained under this provision must be made available by the Professional or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job."

### **36. Rights to Inventions**

36.1. Applicability. This provision applies only if the FEMA award meets the definition of "funding agreement" and the recipient or subrecipient enters any contract involving substitution of parties, assignment, or performance of experimental, developmental, or research work under that funding agreement, then the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

36.2. Definitions

36.2.1. "Subject Invention" means any invention of the Professional conceived or first actually reduced to practice in the performance of work under this contract.

36.2.2. "Professional" means the party to this contract who is performing the work.

36.3. Professional shall disclose each Subject Invention to the Federal Agency within two months after the inventor discloses it in writing to Professional personnel responsible for patent matters.

36.4. Professional shall elect in writing whether or not to retain title to any such invention by notifying the Federal Agency within two years of disclosure. However, in any case where publication, on sale, or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the Federal Agency to a date that is no more than 60 days prior to the end of the statutory period.

36.5. Professional shall file its initial patent application on a Subject Invention within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. Professional shall file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months

from the date permission is granted by the Commissioner for Patents to file foreign patent applications when such filing has been prohibited by a Secrecy Order.

- 36.6. The Federal Agency shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the Subject Invention throughout the world.
  - 36.7. The Federal Agency has the right to require Professional to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if Professional refuses such a request, to grant such a license itself if the Federal Agency determines that such action is necessary because Professional has not taken effective steps to achieve practical application of the Subject Invention.
  - 36.8. Professional agrees that any products embodying the Subject Invention or produced through the use of the Subject Invention will be manufactured substantially in the United States, unless a waiver is granted by the Federal Agency.
37. **Clean Air Act:** For Contracts and subcontracts greater than \$150, Professional agrees: 1) 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) to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate state agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and 3) to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
38. **Federal Water Pollution Control Act:** Professional agrees: 1) to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., 2) to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate state agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office and 3) to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
39. **Debarment and Suspension:** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Professional is required to verify that none of Professional's employees, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 39.1. Professional 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.
  - 39.2. This This certification is a material representation of fact relied upon by the City. If it is later determined that Professional 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.
  - 39.3. 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.

**40. Byrd Anti-Lobbying Amendment:**

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

40.2. If applicable, Professional must sign and submit the following certification to the City with each bid or offer exceeding \$100,00: Appendix A, 44 C.F.R. Part 18 - Certification regarding lobbying (Certification for Contracts, Grants, Loans, and Cooperative Agreements).

40.2.1. 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, "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; and (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

40.2.2. At the end of the certification language, the following language must be used: "The Professional, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Professional understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any."

**41. Prohibition on Contracting for Covered Telecommunications Equipment or Services.**

- 41.1. 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, as used in this clause-
- 41.2. Prohibitions.
  - 41.2.1. 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.
  - 41.2.2. Unless an exception in paragraph (c) of this clause applies, Professional and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - 41.2.2.1. 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;
    - 41.2.2.2. Enter, 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;
    - 41.2.2.3. Enter, 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
    - 41.2.2.4. 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.
- 41.3. Exceptions.
  - 41.3.1. This clause does not prohibit Professional and its subcontractors from providing-
    - 41.3.1.1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
    - 41.3.1.2. 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.
  - 41.3.2. By necessary implication and regulation, the prohibitions also do not apply to:
    - 41.3.2.1. Covered telecommunications equipment or services that:
      - 41.3.2.1.1. Are not used as a substantial or essential component of any system; and
      - 41.3.2.1.2. Are not used as critical technology of any system.
    - 41.3.2.2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- 41.4. Reporting requirement.
  - 41.4.1. In the event Professional 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 Professional is notified of such by a subcontractor at any tier or by any other source, Professional shall report the information in paragraph (d)(2) of this clause to the City, unless elsewhere in this contract are established procedures for reporting the information.

41.4.2. Professional shall report the following information pursuant to paragraph (d)(1) of this clause:

41.4.2.1. 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.

41.4.2.2. 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.

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

42. **Domestic Preference for Procurement:** Professional should, to the greatest extent practicable and consistent with law, 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.

43. **Build America, Buy America Act (BABAA):** Professional and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the City with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Professional and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Professional and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA. For FEMA financial assistance programs subject to BABAA, Professionals must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the recipient or subrecipient) each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:

"The undersigned certifies, to the best of their knowledge and belief, that:  
The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.



The undersigned certifies that for the (insert name of project) that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1.All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2.All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3.All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The (insert name of contractor or subcontractor), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the (insert name of contractor or subcontractor) understands and agrees that the provisions of 31U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

\_\_\_\_\_  
Signature of (insert name of contractor or subcontractor) Authorized Official

\_\_\_\_\_  
Name and Title of (insert name of contractor or subcontractor) Authorized Official

\_\_\_\_\_  
Date

44. **Procurement of Recovered Materials:** If applicable, Professional, in the performance of this contract, 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. Professional also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. Professional should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.
45. **Amendments:** Any changes, modifications, amendments, addenda, change orders, or constructive changes to this contract must meet the following criteria to be allowable under a FEMA grant or cooperative agreement award: the cost must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. The parties agree that changes to the method, price, or schedule of the work may be made without breaching the contract, provided that such changes are documented in writing and signed by both parties. Any changes must be supported by sufficient consideration and documented in a subsequent agreement signed by the party to be charged.
46. **Access to Records:** Professional agrees to provide the City, any Texas state agency, 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 Professional which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 46.1. Professional agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- 46.2. Professional 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."
- 46.3. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City and Professional 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
47. **DHS Seal, Logo, and Flags:** The City, Professional and its subcontractors must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
48. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. Professional will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
49. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Professional, or any other party pertaining to any matter resulting from the contract.
50. **Program Fraud and False or Fraudulent Statements or Related Acts:** Professional acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Professional's actions pertaining to this contract.
51. **Socioeconomic Contracting:** Professional is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible.
52. **License and Delivery of Works Subject to Copyright:** Professional grants to the City 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, Professional will identify such data and grant to the City 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, Professional will deliver to the City 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 City.
53. **Build America, Buy America Act Preference:** Professional and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance

funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

54. **Creating Good Jobs:** Pursuant to FEMA Information Bulletin No. 520, Professional will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, Professional commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. Professional acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.
55. **Buy Clean:** The City encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the City encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration
56. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Professional verifies that Professional: (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

*(signature block on next page)*

**Executed on** \_\_\_\_\_. *(date to be filled in by City Secretary)*

**CERES ENVIRONMENTAL SERVICES, INC. - “Professional”**

Signed by:  
  
E44E2228871D4A5...

\_\_\_\_\_  
Tia Laurie, Corporate Secretary

**CITY OF LEAGUE CITY – “City”**

\_\_\_\_\_  
John Baumgartner, City Manager

**Attest:**

\_\_\_\_\_  
Diana Stapp, City Secretary

**Approved as to Form:**

\_\_\_\_\_  
Office of the City Attorney

**Exhibit A**

**Scope of Services/Description of Products/Payment Schedule**  
(205 pages, including this page)

Debris Management Vendor for RFP 22-024.

This is the first of two optional twelve month renewals on an original 3 year contract.

See following pages for details.

Proposal  
in Response to  
  
City of League City  
  
RFP 22-024  
  
Debris Management Services

144 Park Ave, Suite 100  
League City, TX 77573

Contact Person: Dawn Brown  
[dawn.brown@ceresenv.com](mailto:dawn.brown@ceresenv.com)

June 29, 2022



9625 Windfern Road  
Houston, Texas 77064  
Tel. (800) 218-4424  
Fax (866) 228-5636

**Table of Contents**  
**RFP 22-024**  
**Debris Management Services**

**Title Page**  
**Table of Contents**  
**Cover Letter**  
**Corporate Resolution**  
**TX Certificate of Authority**

**Proposal Cover Sheet**

| <b>Tab</b> | <b>Section</b>  | <b>Page</b> |
|------------|---|-------------|
| <b>A</b>   | <b>Qualifications and Experience</b>                            |             |
|            | <b>a) Qualifications</b>  |             |
|            | 1 Description and History of the Company .....                  | A.a.1-1     |
|            | 2 Administration, Organization, and Staffing.....               | A.a.2-1     |
|            | 3 Project Organizational Chart and Employee Certifications..... | A.a.3-1     |
|            | 4 Current Contracts within 100 Miles of League City.....        | A.a.4-1     |
|            | 5 Subcontractor List and Sample Subcontract .....               | A.a.5-1     |
|            | <b>b) Experience</b>  |             |
|            | 1 Past Performance .....  | A.b.1-1     |
|            | 2 References.....   | A.b.2-1     |
|            | 3 FEMA Knowledge and Experience .....                           | A.b.3-1     |
| <b>B</b>   | <b>Project Methodology</b>                                      |             |
|            | 1 Services to be Provided and Equipment Resources.....          | B.1-1       |
|            | 2 Mobilization Plan.....  | B.2-1       |
|            | 3 Office Location and Staffing .....                            | B.3-1       |
|            | 4 Pre-Planning Activities .....                                 | B.4-1       |
|            | 5 Management Plan for Potential Scenarios .....                 | B.5-1       |
| <b>C</b>   | <b>Pricing and Fees</b>   |             |
|            | Proposal Cost Sheet   |             |
| <b>D</b>   | <b>Forms</b>  |             |
|            | Public Information Act  |             |
|            | Conflict of Interest Questionnaire                              |             |
|            | Attachment C FEMA Federally Required Contract Clause            |             |



June 28, 2022

City of League City  
144 Park Ave, Suite 100  
League City, TX 77573

**RE: RFP 22-024 Debris Management Services**

Due: June 29, 2022, at 10:00 A.M. CT

Dear Evaluation Committee:

We are pleased to submit the enclosed proposal for the **City of League City RFP 22-024 Debris Management Services**. Ceres Environmental Services, Inc. is a national leader in disaster recovery and a Government contracting firm capable of providing personnel, equipment, and resources to respond to any disaster event rapidly and efficiently. Our services include debris removal and segregation, demolition and hazardous material management, debris reduction and site management, hazard tree, limb and stump removal, and the collection/generation of FEMA-required project documentation.

Particularly in Texas, Ceres has a unique and unmatched ability to immediately respond to significant debris generating events with company-owned assets. Our sister company, The Ground Up, operates a 35-acre mulching facility and two other retail locations in the Houston metropolitan area. Much of Ceres' 1,384 pieces of equipment are maintained and dispatched from our Houston facility, **less than an hour from League City**. During Hurricane Harvey, the Houston yard converted into a Logistical Staging Area rescuing flooded residents with high water vehicles while simultaneously dispatching equipment for debris clearance and collection. If an event affects our Houston office, Ceres maintains other offices in Houma, LA, Sarasota, FL, Brooklyn Park, MN, and Cameron Park, CA providing us great continuity of operations to quickly step in and assume responsibility for disaster response.

Ceres has responded to clients in Texas impacted by hurricanes, tornados, winter storms, floods and derechos. This along with operating a Texas-based mulching company has helped Ceres build trusted relationships with Texas Division of Emergency Management, Texas Commission on Environmental Quality and Texas Department of Transportation to provide disaster guidance and quickly permit debris sites.

From 2016 to 2021, Ceres has responded to multiple large-scale events across the U.S. each year with tens of contracts performed simultaneously. The quick bullets highlight Ceres extensive experience and unique capabilities for League City.

- Across the U.S., Ceres has loaded, hauled, managed, reduced, and disposed of **over 35,000,000 cubic yards of debris**.
- Ceres has managed over **60,000 Right-of-Entries**.
- Ceres maintains **\$2 Billion** in bonding capacity. Bonding capacity is indicative of financial health.



- Ceres has a demonstrated ability to maintain account receivables more than **\$188.8 Million** without any work stoppages.
- Ceres owns the largest fleet of equipment in the industry -- **1,384 pieces of equipment**.
- Ceres owns the largest internal reduction capacity in the industry – **over 120,000 CYs per day** with 17 grinders and 9 air curtain incinerators.
- Ceres has **61 fulltime disaster response field management employees** with specific experience in project management, quality control, and safety practices enforcement. The 16 most senior of our disaster response management team have a **combined 344 years of experience**.
- Ceres received an “**Exceptional**” rating from the U.S. Army Corps of Engineers for projects resulting from Hurricane Michael in Southwest Georgia, Hurricane Irma/Maria in the U.S. Virgin Islands, and Hurricane Katrina in Louisiana.
- During the U.S. Army Corps of Engineers Southwest Georgia Debris Mission following Hurricane Michael, Ceres averaged 769,000 cubic yards of debris for the first 3 weeks of the project with a peak hauling capacity of **140,000 cubic yards in a single day**. This project was performed simultaneously with 4 other projects. When these 4 projects are included, Ceres peak hauling capacity was over **200,000 cubic yards per day**.

Ceres also maintains a database of 2,979 subcontractors with **26 pre-qualified, local subcontractors** within 25 miles of League City to ensure rapid mobilization during any activation. If awarded, Ceres commits to working with the City to identify additional MBE, WBE, SBE, and DBE contractors for debris removal, and conducting a subcontractor workshop in League City within the first year. Local contractor utilization and keeping dollars in the local community is a cornerstone of Ceres response and long-term operations.

David A. McIntyre, Sole Shareholder and President; Tia Laurie, Corporate Secretary; and Dawn Brown, Assistant Corporate Secretary have signature authority to bind the company and can all be reached by calling Ceres’ toll-free number (800) 218-4424.

We look forward to the opportunity to be your supplier of disaster debris management services.

Sincerely,



Dawn Brown  
Assistant Corporate Secretary  
Ceres Environmental Services, Inc.

Enc.

## Ceres Environmental Services Facts and Highlights

Founded in 1976 and incorporated in 1995, Ceres Environmental Services, Inc. has provided emergency management and other services for **46 years** to government entities throughout the United States.

- Ceres has **never defaulted on a contract or failed to complete any work awarded.**
- **No client of Ceres has been denied eligible reimbursement for work Ceres has performed.** Ceres' professional staff assists our clients, upon request, with the preparation and submission of project worksheets for FEMA and other agencies.
- **No Regulatory or License Agency Sanctions** have ever been imposed on Ceres or any of its principals.
- Ceres' policy and practice is to **utilize qualified local small and disadvantaged business enterprises** to the maximum extent practicable to further aid in the recovery of the community.
- Exemplary Performance on **over \$2.5 billion dollars** of Emergency Debris Management contracts awarded by various government agencies within the past 30 years on over 250 FEMA-funded contracts.
- Following Hurricane Michael, Ceres was activated by the USACE in **13 counties in Southwest Georgia**. Ceres collected and hauled a total of 4,236,363 cubic yards (CY) of debris in 90 days, with a **maximum haul of 140,330 CYs in a single day.**
- In all of 2017, Ceres **received 54 major contract activations from cities, counties, and in the U.S. Virgin Islands (USVI)** for debris removal and off-island debris disposal. For the USVI work, Ceres received **the highest possible contract evaluation – Exceptional – in all categories for its pre- and post-Hurricanes Irma and Maria responses.**
- Ceres responded to Louisiana flooding in 2016, **removing over 1,000,000 cubic yards of debris** as well as damaged white goods and putrescent food.
- Following Hurricanes Hermine and Matthew, Ceres was activated on **20 contracts over four states:** Florida, Georgia, South Carolina and North Carolina. Ceres successfully removed **more than 3,000,000 cubic yards** of hurricane debris resulting from Hermine and Matthew despite already working in Louisiana following the flooding.
- Ceres responded to the Midwestern flooding and Hurricanes Dolly, Gustav and Ike during 2008 and **fulfilled all obligations for nine separate contracts**, seven of which were performed simultaneously.
- Performed **simultaneous Hurricanes Katrina, Rita and Wilma recovery operations** in three states throughout 44 counties and parishes.
- During Hurricane Katrina recovery, 45,000 cubic yards of debris were hauled on the first day of operations and up to 200,000 cubic yards daily after that. In total, **more than 13 million cubic yards** were hauled and processed.
- Performed **over 40,000 Right of Entry (ROE) work orders for “Blue Roof” repairs** for the U.S. Army Corps of Engineers on five contracts, with concurrent operations in over 30 counties.
- Recipient of the **Million Work Hours Award** for our **superb safety record** on the Katrina Debris project for the U.S. Army Corps of Engineers.
- Federal Employer Identification Number 41-1816075

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

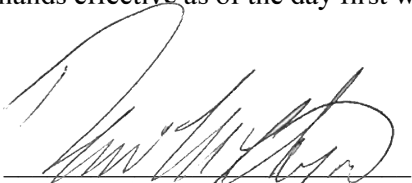
The undersigned, being the sole member of the Board of Directors and the sole shareholder of Ceres Environmental Services, Inc., a Florida corporation (the "Corporation"), does hereby adopt the following resolution in writing pursuant to Florida Statutes effective as of the 13th day of October 2021:

**WHEREAS**, the Corporation desires to prepare and submit proposals and bids in response to various government solicitations, requests for bids, and requests for proposals and the Corporation desires to grant the Assistant Corporate Secretary of the Corporation, Dawn Brown, to sign and submit such bids on behalf of the Corporation,

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

**RESOLVED**, that Ceres Environmental Services, Inc. grants Dawn Brown, Assistant Corporate Secretary of the Corporation, the authority to sign and bind the Corporation in matters related to the preparation and submittal of bids and responses to requests for proposals to government entities and agencies.

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

A handwritten signature in black ink, appearing to read 'David A. McIntyre', is written over a horizontal line.

David A. McIntyre, President  
Sole Director and Sole Shareholder

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Roger Williams  
Secretary of State

## Office of the Secretary of State

### Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Certificate of Authority for CERES ENVIRONMENTAL SERVICES, INC. (file number 12926006), a MINNESOTA, USA, Foreign For-Profit Corporation, was filed in this office on November 02, 1999.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on June 27, 2007.



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams  
Secretary of State



### Proposal Cover Sheet

Due Date: Wednesday, June 29, 2022, by 10:00 a.m.

Ceres Environmental Services, Inc.

Name of Firm/Company

Dawn Brown

Assistant Corporate Secretary

Agent's Name (Please Print)

Agent's Title

9625 Windfern Road

Houston

TX

77064

Mailing Address

City

State

Zip

(800) 218-4424

dawn.brown@ceresenv.com

Telephone Number

Email Address

Dawn Brown

June 22, 2022

Authorized Signature

Date

#### Proposal Submission Checklist

Proposal submission package shall consist of the following:

- ☒ Proposal Cover Sheet
- ☒ Proposal (If hard copy submitted: one marked original, one marked copy and a flash drive)  
(submitted electronically through Public Purchase)
- ☒ Cost Proposal Sheet
- ☒ Public Information Act Form
- ☒ Conflict of Interest Questionnaire (if required)

#### Proposal Certification and Addenda Acknowledgement

Proposer must initial next to each addendum received to verify receipt:

Addendum #1 Dawn Brown Addendum #2 \_\_\_\_\_ Addendum #3 \_\_\_\_\_

6/24/22

Addendum #4 \_\_\_\_\_ Addendum #5 \_\_\_\_\_ Addendum #6 \_\_\_\_\_

### A.a).1 Description and History of the Company

Ceres Environmental Services, Inc. is one of the nation's leading disaster recovery contractors, deploying from its disaster response facilities in California, Florida, Louisiana, Minnesota, Puerto Rico, Texas, the Virgin Islands and Christchurch, New Zealand. Since its founding in 1976, Ceres has been awarded over **\$2.5 billion in FEMA-funded disaster recovery projects** across the United States. While under contract for one billion dollars, Ceres was able to complete the work for about half that amount, saving hundreds of millions of dollars for the Government. The U.S. Army Corps of Engineers officially evaluated **Ceres' overall performance during the Katrina cleanup as "Outstanding", the highest rating available**. Ceres was specifically noted for use of local contractors; quality, efficiency and swiftness of performance; and cooperation while managing a changing and evolving work scope for the single largest geographic area of operation post Katrina.

Since 1992, Ceres has been directly involved as a prime contractor in post-event recoveries from such major events as Hurricane Ida in 2021, Hurricanes Delta, Hanna, Laura, Zeta and Sally, Iowa derechos and Spring Tornadoes in 2020; Hurricanes Florence and Michael and the California Camp Fire (Butte County) in 2018; Northern California Wildfires (Lake, Mendocino and Napa Counties) and Hurricanes Harvey, Irma and Maria in 2017; Hurricanes Hermine and Matthew in 2016; Winter Storms Cara and Goliath in 2015; Winter Storm Pax in 2014; Superstorm Sandy in 2012; the Oklahoma City and Alabama tornadoes, New Zealand earthquake, and flooding in North Dakota in 2011; earthquakes in Haiti in 2010; flooding in Iowa and Hurricane Ike in 2008; as well as Hurricanes Katrina (2005), Georges (1998), and Andrew (1992).



Ceres first began operations in 1976 in response to Dutch Elm disease. Since that time, Ceres has responded to hundreds of disaster events across the U.S., on remote island chains and even in different countries. In that time, Ceres has grown from a single company into a multinational family of companies and divisions that provide resources, support, and services to the Disaster Recovery Division. These business units currently employ a total of more than 400 trained and experienced core personnel; this core team is expanded to over 1,500 when necessary during recovery response missions. Our team possesses competencies and capabilities in the following areas.

- *The Ground Up* – Houston-based green waste recycling company focusing on yard waste disposal, grinding and mulching operations.
- *Vesta Equity* – an investment company specializing in finance and real estate. Part of its mission is supplying financing for business operations and real estate ventures. Ceres uses our affiliated company Vesta as a financing resource, allowing Ceres to easily finance our activities. For example, during our 2018-19 storm response, Ceres utilized working capital of approximately \$100 million in several instances, including during California wildfire recovery work.



- *C.T.L. Forest Management, Inc.* – California forestry focused company that performs large-scale post-wildfire hazard tree removal programs in Oregon and California and conducts disaster mitigation, such as fuels reduction and fire hardening projects. Ceres/C.T.L. are the largest owner/operator of Sennebogen's in the world. This specialty tree removal equipment utilizes a cutter head and elevated cab to limit tree personnel on the ground to remove hazardous trees.
- *Civil Works* – focused on large, horizontal construction projects such as levees, dikes, and other flood control works.
- *Equipment* – supports Disaster Response and Civil Works managing 1,384 pieces of equipment and 33 mechanics, as well as additional support personnel.

The companies fulfilled a long-term Corporate strategic goal of owner and President David McIntyre – to develop a suite of diversified, yet complementary and related businesses to support Disaster Recovery and Response in any large and diverse disaster debris activation(s). Each business unit and division play a vital role in the overall company strategy and Ceres can draw on the strength and synergies of each company to ensure that the personnel, technology, equipment and finances required to successfully complete large-scale missions. This strategy allows Ceres to:

- Retain long-term employees between disaster recovery assignments;
- Keep heavy equipment on-hand, at-the-ready and operational;
- Provide financing to ensure that we can pay subcontractors promptly and purchase additional equipment necessary to self-perform.

### Advantages of Ceres

| Feature                                     | Benefit to City of League City       |   |
|---|--------------------------------------|---|
| Solid Experience and Consistent Performance | Low Risk of Poor Performance         | Exemplary performance on over over 250 FEMA-funded Emergency Debris Management contracts with an awarded value of over \$2.5 billion dollars for various government agencies.   |
| Rapid Disaster Response and Mobilization    | Improved Safety and Rapid Completion | <p>In October 2018, Hurricane Michael ripped through Georgia leaving damage and destruction in its path, with the hardest hit areas in Southwest Georgia. As a result, Ceres was activated by the U.S. Army Corps of Engineers (USACE) to remove debris in 13 Southwest Georgia counties. We mobilized staff and some equipment prior to the formal Notice to Proceed (NTP).</p> <p>Ceres collected a total of 4.2 million cubic yards of debris in the first 90 days. At the mission's peak, Ceres was able to haul 140,000 CYs – 3.3% of the total project – in a single day. The consistency of this type of significant progress allowed us to finish on schedule with the USACE staff drawdown plan. <b>Ceres received the highest possible quality rating for this work – Exceptional</b> – based in part on our high production rates despite numerous scope changes and severe weather.</p> |



City of League City  
RFP 22-024 Debris Management Services

| Feature  | Benefit to City of League City                      |   |
|--|---|---|
| Long, Varied History of Disaster Recovery Experience | Maximum FEMA Reimbursement                          | Since 1992, Ceres has been directly involved as a prime contractor in post-event recoveries from such major hurricanes as Katrina and Irma. Ceres has also responded to tornadoes in Oklahoma and Alabama, winter storms in the Northeast, Midwest and South, floods in Louisiana, earthquakes in New Zealand and Haiti, and Wildfires in California.   |
| Large Scale Experience and Multiple Event Response   | Successful Task Completion                          | <p>In September of 2017, Ceres responded to 7 jurisdictions in Texas after Hurricane Harvey, and 35 jurisdictions in Florida and 2 jurisdictions in Georgia after Hurricane Irma. Additionally, Ceres worked under the U.S. Army Corps of Engineers (USACE) in Puerto Rico and the Virgin Islands, where both Hurricanes Irma and Maria caused severe damage and devastation. Ceres received an <b>Exceptional overall rating – the highest possible rating</b> for the work performed in the Virgin Islands by the U.S. Army Corps of Engineers. In August of the same year, Ceres had already begun recovery work in seven jurisdictions in Texas following Hurricane Harvey.</p> <p>Ceres performed recovery operations simultaneously for Hurricanes Katrina, Rita and Wilma in three states throughout 14 counties and parishes, garnering an <b>Outstanding</b> – the highest overall rating available at that time – evaluation from the U.S. Army Corps of Engineers.</p> |
| Significant Earthquake Recovery Experience           | Low Risk of Poor Performance in Earthquake Response | <p>Ceres has conducted operations in New Zealand and in Haiti following earthquake events and is a leader in the reconstruction and upgrade of seismically damaged buildings repairs in Christchurch, New Zealand. Key achievements include: New Zealand's first building implosion, Ceres' tallest earthquake damaged building implosion (16 stories); demo of the tallest earthquake damaged building by mechanical means (high reach, 11 stories); and demo of the largest (by footprint) earthquake damaged building by (290,520 sq. ft.).</p> <p>We have performed debris removal, demolition by mechanical or implosion methods, make-safe reconstruction of dangerous seismically damaged buildings in urban areas, reconstruction in heavily damaged areas, and recycling.</p>  |





| Feature                                     | Benefit to City of League City                |   |
|---|---|---|
| Significant Fire Recovery Experience        | Low Risk of Poor Performance in Fire Response | <p>From February 2019 through March 2020, Ceres worked in Butte County, California as a part of the CalRecycle Disaster Recovery effort, as one of three prime contractors. Over the course of that time, Ceres managed 3,083 Rights-of-Entry and removed over 768,000 tons of fire debris. This was the largest debris mission in California in more than 100 years.</p> <p>From December 2017 to June 2018, Ceres actively worked in Lake, Mendocino, and Napa (LMN) Counties as part of the U.S. Army Corps of Engineers (USACE) Disaster Recovery effort after the President declared a federal State of Emergency as a result of the Northern California Wildfires. Throughout the performance period, Ceres did not have a single lost time accident while the other two (2) prime contractors were plagued by safety issues.</p> |
| Large Number of Accredited Subcontractors   | Faster Job Completion                         | Ceres' subcontractor database comprises 2,979 qualified individuals and companies certified to work in the U.S. These companies have more than 50,000 pieces of debris removal equipment immediately available for disaster recovery work.  |
| Large Disaster Response Equipment Inventory | Faster Job Completion and Added Flexibility   | Through contract with its wholly owned subsidiary, Ceres Environmental, Inc., Ceres has access to one of the largest inventories of disaster recovery equipment in the U.S. Ceres Environmental Inc.'s current inventory includes 1,384 pieces of equipment. Ceres typically self performs 10-15% of the work on a job.   |

Our mission is to serve units of Government with time-critical disaster recovery and heavy construction services. We have an enviable reputation for speedy deployment, excellent work, and experienced site management. After 46 years of doing demanding work in almost every U.S. state and territory, Ceres is still known for keeping its promises: **Ceres has never defaulted on a contract, failed to complete a contract, nor had any client denied reimbursement.** An evaluation from the Department of the Navy is typical: *"perhaps the finest contractor I have worked with...."* Ceres always adheres to the highest standards of quality, integrity and safety.

The core competencies Ceres commits to every project are:

- Rapid Deployment
- Experienced Project Management
- Financial Stability
- Equipment, and
- Trusted Subcontractors

### Rapid Deployment

Over the years, we have developed and refined our ability for rapid response mobilizations. Following Hurricane Matthew in 2016, Ceres mobilized staff and equipment to Beaufort County, SC within 24 hours of the Notice to Proceed. Originally, Ceres was under contract to provide 10



emergency debris clearance crews, but when the County's needs changed, we were able to quickly increase the number of crews to 24. That was the largest number of push crews we had provided in 10 years. We set a record again in 2018, when Ceres provided push crews to Jackson County, FL following Hurricane Michael. Ceres received a Notice to Proceed and mobilized over 150 emergency debris clearance crews within 72 hours. Given the severity of the storm, Ceres continued emergency debris clearance for over 100 hours after initial impact maintaining detailed time and materials logs to ensure reimbursement of all eligible costs for Jackson County.

Ceres uses local "teaming partners" as well as strategically placed owned equipment staging and multiple office locations across the country. **Ceres can provide significant equipment and staffing within 24 hours of storm subsidence.**

### **Experienced Project Management**

**For the past 5 years, the company has more than 150 full-time professional and managerial staff** with disaster experience, many of whom hold degrees in areas such as: Business Administration, Structural and Civil Engineering, Forestry, Geology, Science and Accounting. As part of the Company's dedication to quality and safety, many of Ceres' management staff are U.S. Army Corps of Engineers-certified in Construction Quality Management; Hazwoper certified; NIMS certified through FEMA's Emergency Management Institute; certified in first aid by the Red Cross; and completed OSHA's 40-hour safety training course. Ceres' management is also experienced in a wide variety of geographic conditions. Their work histories include all U.S. states, Puerto Rico, Thule, Greenland, Ascension Island, Haiti and New Zealand. Ceres maintains a network of highly qualified professionals who work as needed during the high demand periods. **As the company swelled to meet the demand of multiple projects simultaneously, Ceres averaged over 600 employees during busy seasons for the past 5 years.** This included project management personnel, quality control staff, equipment operators, mechanics project accounting employees, logistical support group, and most importantly, a dedicated safety team

**Ceres' management has demonstrated its ability to respond to large-scale events.** From October 2018 to March 2019, Ceres was activated in 13 Southwest Georgia Counties for the U.S. Army Corps of Engineers following Hurricane Michael. Ceres collected and hauled a total of 4,236,363 cubic yards of debris, with a maximum haul of 140,330 cubic yards in a single day. This was accomplished by utilizing 1,628 hauling vehicles and managing 144 subcontractors. Ceres received an **Exceptional** – the highest possible rating – for quality of service in the face of enormous challenges caused by an increase in the magnitude of project scope and extreme weather conditions.

Between December 2017 and June 2018, Ceres actively worked in Lake, Mendocino, and Napa (LMN) Counties as part of the U.S. Army Corps of Engineers (USACE) Disaster Recovery effort after the President declared a federal State of Emergency as a result of the Northern California Wildfires. During Hurricane Irma and Maria response, Ceres was closing out 8 projects in Texas, 37 projects in FL, and other projects in Louisiana, Georgia, Puerto Rico and the USVI. Throughout the performance period, Ceres did not have a single loss time accident while the other two (2) prime contractors were plagued by safety issues. This was achieved through effective project management by over 50 project managers of more than 2,500 trucks and hundreds of subcontractors.

In all of 2017, Ceres received more than 50 major contract activations from cities, counties, and the U.S. Army, including an ACI activation in the U.S. Virgin Islands (USVI) for debris removal



City of League City  
RFP 22-024 Debris Management Services

and off-island debris disposal. For that work, Ceres received the highest possible evaluation – **Exceptional overall rating for its pre- and post-Hurricanes Irma and Maria responses.**

Shortly after Hurricanes Katrina and Rita in 2005, the U.S. Army Corps of Engineers (USACE) awarded Ceres a \$1 billion contract for disaster response, including loading, hauling, reducing, and disposing of debris and white goods; trimming and removal of hazardous trees; demolition of storm damaged buildings; collection of household garbage; environmental sampling and monitoring of disposal sites; and life support services. This contract covered 11 Louisiana Parishes and required the operation of 54 reduction/disposal sites. Ceres achieved a record-setting mobilization, hauling more than 45,000 cubic yards of debris in its first day on the job (from Jefferson Parish, LA). Ceres rapidly achieved large-scale capacity, reaching a maximum production of 194,584 cubic yards per day and eventually hauling, reducing, and disposing over 13.4 million cubic yards of debris, over 315,000 units of white goods, while trimming or removing over 165,000 hazardous trees.

**Ceres has the resources and experience to handle multiple events and locations.** In 2018-2019, Ceres was activated by the U.S. Army Corps of Engineers in 13 counties located in southwest Georgia following Hurricane Michael, while also performing work for individual jurisdictions in Florida. In addition to this work, Ceres was still actively providing disaster recovery services throughout North and South Carolina as a result of Hurricane Florence. In 2016, Ceres was already working in Louisiana following heavy rains and flooding when Hurricanes Hermine and Matthew hit the U.S. coast within a month of each other. Ceres responded to several counties in Florida and Georgia after Hurricane Hermine and then to an additional 14 jurisdictions in Florida, Georgia, South Carolina and North Carolina after Hurricane Matthew.

Following Winter Storm Cara in November 2015, Ceres responded to the Oklahoma Environmental Management Authority (OEMA) and began to mobilize staff and equipment within 24 hours of the Notice to Proceed, finishing the first pass in the first two days of operations. When Winter Storm Goliath hit Texas and Oklahoma just one month later in December, Ceres already had staff and equipment positioned to respond in Oklahoma. As more debris piled up following Goliath, Ceres extended its services to the City of Warr Acres, plus Canadian County and four other cities under the OEMA.

Following Hurricanes Katrina, Rita, and Wilma in 2005, Ceres performed several other emergency response contracts—often at the same time—including Katrina debris removal for the City of Biloxi; Hurricane Wilma debris removal for the City of Palm Beach Gardens, FL; Katrina debris removal for the Parish of Terrebonne, LA; and the installation of over 22,000 temporary roofs on private residences in two states under two separate “Blue Roof” contracts with the U.S. Army Corps of Engineers (USACE).

Our successful experience in multiple response situations as well as our substantial resources and teaming relationships, assures that Ceres performance on this project will be to the Client’s utmost satisfaction.

**Ceres’ management has demonstrated its commitment to safe operations.** Ceres worked approximately 650,000 manhours without a single lost time injury in Southwest Georgia in 2018-2019. Our use of equipment safety inspection stickers that were a part of the placarding process ensured that equipment was in good working order, and in total 1,628 vehicles were placarded. Ceres supervised an estimated 1,600 people on this job at its peak. Given the number of people and duration of the project, this is a strong demonstration of Ceres commitment to safety.



City of League City  
RFP 22-024 Debris Management Services

Safety is a key component of our company. We bring this emphasis to our debris management work as shown by four important awards. We were a 2015, 2011 and 2009 Recipient of the National Safety Council (NSC) Occupational Excellence Achievement Award. This award recognizes outstanding safety achievements among its members and is designed to help promote the prevention of workplace injuries and illnesses. In 2010, we received a Perfect Record Award for operating an entire year without occupational injury or illness and a Million Mile Club award for driving without a Preventable Incident.



In 2007, Ceres received the Million Work Hours award from the NSC. The award is for 1,000,000 work hours without occupational injury or illness involving days away from work during our Hurricane Katrina debris work.

In 2008, Ceres performed sixteen separate debris removal missions following ice storms, flooding, and hurricanes Dolly, Gustav and Ike. During the performance of these missions, there were zero lost time injuries.

**Ceres' management has demonstrated its commitment to superior performance and customer satisfaction.** In 2017-2019, Ceres worked in the U.S. Virgin Islands under the USACE contract. For that work, Ceres received **Exceptional** ratings for nearly all of the categories rated, meeting and exceeding contract requirements and achieving the highest ratings available for quality, customer satisfaction, management/personnel/labor, cost/financial management, and safety/security.

Following the devastation of two (2) separate landfalls by Hurricane Irma in Florida on September 10, 2017, all 67 counties and 412 incorporated municipalities in the State of Florida were declared Category A and Category B under the FEMA Public Assistance Program. During this time, Ceres was active in over 50 separate locations throughout the Southern United States. For Seminole County, FL, although Ceres was the secondary contractor, Ceres staff was engaged with the County staff prior to the storm and was activated in place of the primary contractor when they failed to participate in project kickoff procedures. Upon completion, Ceres had managed 786,619 cubic yards of debris, removing on average more than 9,000 cubic yards a day. We cut a total of 25,021 limbs, with a peak day count of 1,353 limbs on September 27.

When Winter Storm Pax struck the southeast in 2014, Ceres' pre-event debris management contract with Columbia County, GA was activated. Ceres responded immediately, mobilizing a work force capable of removing the more than 600,000 cubic yards of debris left behind by the late winter ice storm. During the project, Ceres not only provided the debris management necessary, but also assisted with FEMA documentation and provided zone maps of the County to keep the public informed. Columbia County, at the end of the project, said of Ceres, "From the first day to the last day of our project, they performed their work in an admirable and cooperative manner."

During 2005, Ceres' pre disaster event contracts with Terrebonne Parish, LA and Palm Beach Gardens, FL were activated in response to Hurricanes Katrina and Wilma. Ceres had management





City of League City  
RFP 22-024 Debris Management Services

staff on the ground before either hurricane made landfall. Katrina and Rita work in other places already had Ceres fully mobilized and in the midst of moving millions of cubic yards of debris and installing thousands of temporary roofs in Mississippi and Florida. Nevertheless, the City of Palm Beach Gardens received such a high level of service that they evaluated Ceres' performance as "Exceptional."

**Ceres' management has demonstrated a high level of capability and adaptability.** In 2018, when subcontractors became increasingly scarce for Hurricane Florence recovery in North Carolina after Hurricane Michael struck the Southeast U.S. in October of that same year. Ceres used its own equipment and personnel to fulfill all of our client commitments without an interruption in service, unlike many other prime contractors, despite extreme weather conditions that caused significant delays.

Ceres was active in Livingston Parish, LA in early 2017 following damages sustained by summer flooding in 2016. Ceres removed and disposed of approximately 1.35 million cubic yards of debris, including 400,000 pounds of putrid food and 20,000 units of white goods. In the middle of clean up, Hurricanes Hermine and Matthew hit the U.S. coast within a month of each other. Ceres extended its services to respond to the needs of more than 20 other jurisdictions while fulfilling all contractual obligations in the Parish. In the words of the Director of Parish Homeland Security, *"[Ceres] showed extreme reliability and dedication in the midst of chaos... Organized and diligent, their team quickly adapted to meet our needs."*

Ceres' personnel are trained in FEMA regulations and are schooled in the use of FEMA Public Assistance Debris Management Guide FEMA 325, as well as additional resource books Public Assistance Guide FEMA 322 and Public Assistance Policy Digest 321. Ceres personnel are also familiar with the Public Assistance Program and Policy Guide, as well as 2 CFR Part 200 Procurement Standards.

### **Financial Stability**

Ceres' excellent financial stability means that it can provide performance and payments bonds from treasury-listed carriers in amounts **in excess of \$2 BIL** per single project. With liquid working capital and additional credit lines in excess of \$200M available, a lack of financial resources is never an obstacle for Ceres. The company is able to perform work with its own funds and the timing of payments from customers is a non-issue for the corporation. As an example, in 2017, Ceres was activated simultaneously in 35 jurisdictions throughout the state of Florida, while still completing work in Texas, starting and sustaining projects in both U.S. Virgin Islands and Puerto Rico. Despite the heavy workload and wide variety in project schedules and invoice payments, Ceres was able to maintain a steady pace in all of the recovery projects by ensuring that personnel were provided for, equipment was maintained, and subcontractors received prompt payments. At one point, Accounts Receivable exceed \$105M, and Ceres never had a work stoppage on any project.



City of League City  
RFP 22-024 Debris Management Services

## Equipment

Ceres and its family of companies own 1,384 pieces of disaster response equipment. Ceres invests heavily in owned equipment because it assures rapid response times and provides additional flexibility as well as direct management control.

Because of its extensive fleet, Ceres can send equipment and personnel to respond to a disaster regardless of the availability of subcontractors.



Following the 2017 storm season, Ceres purchased additional equipment, including self-loading knuckle boom trucks, additional grinders, excavators, and other support equipment. This allowed Ceres to continue to operate projects in the U.S. Virgin Islands and Puerto Rico and respond to Hurricane Florence and Hurricane Michael in 2018.

Much like recovery projects in 2016 and 2017, a large C&D event and a vegetative event occurred in 2018 in North and South Carolina. Subcontracted trucks left many projects in North Carolina, and other primes struggled to close out. Ceres applied the strategy used in 2017 and, buoyed by the purchase of additional equipment, Ceres self-performed the closeout of many North Carolina and South Carolina projects.

Ceres has taken numerous steps to mitigate any recurrence of the equipment shortages that have plagued the disaster industry in recent years. We are confident in our ability to rapidly mobilize the magnitude of equipment and personnel necessary to manage the largest projects and we have demonstrated our ability to manage more than 50 government projects totaling approximately \$250M concurrently, providing a dedicated Project Manager for each individual project.

Ceres has access to all the life support equipment needed for supporting its own personnel including mobile living quarters, food supply, large potable water supply tanks, and large septic storage systems. These systems have saved valuable management time in responses to such higher category storms as Katrina. Ceres also has available life support systems for project-wide support and Government personnel. In Ceres' Jefferson Parish, LA response following Katrina, for example, Ceres provided total life support for more than 400 people, and subcontractor fueling services for enough equipment to move 70,000 CY of debris per day.

Ceres owns four self-contained office trailers including satellite internet connections and satellite phones as well as additional loaner satellite cell phones for the customers' management teams. Ceres regularly supplies rental satellite phone service to its clients.

## Trusted Subcontractors

Ceres maintains one of the industry's largest networks of pre-screened and fully qualified subcontractors, including local vendors and preferred vendors. Our subcontractors are evaluated on many levels, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost. Ceres knows that a big part of local recovery is economic, so Ceres always strives to employ qualified local labor. The subcontractors are also grouped in



City of League City  
RFP 22-024 Debris Management Services

Response Regions based on distance from City of League City's service area in order to facilitate contacts if and when pre-event mobilization plans are activated.

It is Ceres' formal policy to utilize local subcontract services in the performance of the proposed contract to the maximum extent possible. In the emergency disaster response and recovery activities carried out under the contract, preference will be given, to the extent feasible and practicable, to those organizations, firms, and individuals residing or doing business primarily in the area affected by such major disaster or emergency. Ceres recognizes the advantages obtainable by utilizing other responsible and experienced firms capable of furnishing specialty services and products of high quality, but first priority will be given to those subcontractors who are from the area or regularly do business there. During Ceres' Army Corps contracted disaster relief response in the state of Louisiana following Hurricane Katrina, local contractors received 55.9% of the total dollars paid to Ceres.

In accordance with Ceres Corporate policies, it is our practice to use Local and other Small Businesses (SB) and also HUBZone, Veteran-Owned (VO), Service Disabled Veteran-Owned (SDVO), Small Disadvantaged (SDB), Women-Owned (WOSB), Historically Black Colleges and Universities (HBCU), and Minority Institutions (MI) for the provision of equipment, labor, services, and supplies to the maximum extent possible. In our most recent reporting on our federal contracts, we exceeded our goals in each of the applicable categories. This report shows that Ceres paid Small Business Concerns 75.6% of the total dollars, with 12.0% going to SDBs, 13% to WOSBs, 3.3% to HUBZone SBs, 11% to VOs, and 9.5% to SDVOs.

While Ceres' database of screened and qualified subcontractors consists of 2,979 firms from all across the country, Ceres intends to draw from a more select list of regionally based subcontractors to provide the highest level of performance, including rapid mobilization. Other firms that have shown exemplary performance standards in previous disaster recovery efforts are included in this list.

In Ceres' subcontractor registration process, all potential firms are required to demonstrate their knowledge of the disaster recovery process, including safety, knowledge of FEMA related topics, eligible debris, etc. After careful scrutiny, the firms that meet Ceres' rigorous standards are added to the list of preferred subcontractors. Additionally, after each disaster recovery project, Ceres managers go through a complete performance evaluation of each subcontractor that worked on the project.

All subcontractors have been screened through the Excluded Parties List System and only those shown to have no history on the list will be chosen for this project.

## Qualities and Attributes

### Reliable

In 1997, Ceres was selected by the United States Air Force for an emergency demolition project at Thule Air Base, Greenland, 700 miles from the North Pole. This difficult demolition project consisted of a large, severely damaged building that was in



City of League City  
RFP 22-024 Debris Management Services

imminent danger of collapsing on a critical Early Warning Radar station protecting the U.S. East Coast. Unique project challenges included air lifting a 70,000-pound piece of specialized demolition equipment to Greenland and performing the work during October with limited daylight, severe cold, and the danger of strong winds in excess of 200 mph coming off the Greenland glacier. Ceres was given an outstanding rating for its performance on this project.

### Respected

National magazines, including *Biocycle* and *Wood Waste Recycling*, have featured Ceres' urban wood waste recycling efforts and emergency debris management services. Ceres was also the honored recipient of the Minnesota Governor's *Certificate of Commendation* in 1995 for our innovation in the tree recycling industry. We have numerous letters of recommendation and high post project evaluations.

### Experienced

Ceres has performed disaster recovery work on over over 250 FEMA-reimbursed contracts in excess of \$2.5 billion and has been repeatedly selected by federal and local government agencies for pre-event emergency response contracts. Ceres has performed emergency work contracts of less than \$25,000 and up to \$1 billion. Our clients have provided excellent references based on their satisfaction with our work. Our experience makes us a superb choice for cities and counties that need the security of a proven company. Ceres has also been selected for large demolition and construction projects contracted by the U.S. Air Force, Navy, and Army.



Our expertise in large construction projects also provides us with the managerial expertise necessary to organize and perform major public projects such as disaster cleanup. Ceres has performed superbly in construction projects ranging from a large park in Puerto Rico with athletic fields and 30 structures, to levee repair work, to renovation of an underground park in Kentucky. This history exhibits the technical

### Capable

Ceres is staffed by professionally trained individuals with more than 300 collective years of experience in disaster recovery management. Ceres provides regular on-going training for field employees as well as our professional staff. Ceres' superintendents carry the following certifications and formal training: USACE certification for Quality Control; FEMA NIMS; 30-hour Construction Safety accreditation; and Hazwoper 40-hour training. Selected Superintendents also have training in asbestos and lead abatement. Ceres also provides its employees with outside disaster response training through FEMA-sponsored courses.





City of League City  
RFP 22-024 Debris Management Services

The U.S. Army Corps of Engineers evaluated numerous offerors on their project management capabilities and experience and selected Ceres for an award as an Advance Contract Initiative Disaster Debris Management Contractor.

### Safe

We take special care to minimize the risk of injury in the disaster area to both our workers and the general public – safety first. It is the practice of Ceres to employ a full-time Health and Safety Officer. The Health and Safety Officer is responsible for overseeing Ceres' field Safety Officers who are experienced in various aspects of safety compliance relative to construction activities, industrial hygiene and traffic safety. Safety Officers possess a variety of qualifications including OSHA 10-hour and 30-hour training certifications; First Aid and CPR; and Hazwoper 40-hour certifications. Ceres' full-time field employees have CPR/First Aid/AED training.



In 2010, we received a **Perfect Record Award** for operating an entire year without occupational injury or illness and a **Million Mile Club** award for driving without a Preventable Incident.

There were no lost time injuries during all of Ceres' 2005 temporary roofing operations with over 22,000 roofs installed. In 2004 with over 1,000 workers in the field, no lost time injuries occurred on any of our projects during disaster recovery operations across nineteen Florida counties.

Ceres was named a recipient of the **Million Work Hours Award** for our superb safety record on the Katrina Debris project for the U.S. Army Corps of Engineers.

### FEMA Knowledgeable

Ceres has more than 30 years of successful FEMA-reimbursed disaster work. Ceres' management staff has a long tenure with strong expertise in FEMA requirements for documentation, eligibility, general rules compliance, and methodologies.

Ceres augments staff FEMA experience with certified FEMA training classes for its general management. Project Managers and Project Superintendents are required to take a number of ICS courses through the FEMA's online Emergency Management Institute (EMI) to better understand NIMS structure and review debris eligibility. Ceres has also retained the former State Response and Recovery Directors, U.S. Army Corps of Engineers Subject Matter Experts, and the former U.S. Army Corps of Engineers Disaster Program Manager (also, co-author of the now superseded FEMA 325 Debris Management Guide). Our personnel are deeply experienced in FEMA's Public Assistance Program, and we continually train managers down to field staff in FEMA eligibility requirements.

Ceres has assisted numerous clients during the post-disaster reimbursement application process, and our clients have never been denied reimbursement for our work. For example, two years after one project was completed, FEMA conducted an audit of one City during which the City was unable to provide complete truck certification logs. FEMA indicated that due to the missing truck documentation, they intended to deobligate over \$1,000,000 from the City. When the City notified Ceres about this matter, Ceres was able to provide the missing information from its well-organized records; the City subsequently received all of its eligible reimbursement without any deobligation.

### Community Relations



City of League City  
RFP 22-024 Debris Management Services

One of Ceres' most important support functions in the event of a natural disaster is to help League City officials engage in community relations. Ceres provides important resources for keeping residents informed on the progress of cleanup.

### **Toll Free Hotline and E-Mail Management**

Large phone and e-mail traffic from concerned residents are a part of every natural disaster. Ceres maintains a toll-free Storm Hotline that is staffed and accessible 24 hours a day, 7 days a week to handle questions, concerns or complaints related to clean-up: **1-877-STORM12**. The number is prominently displayed on all Ceres equipment working the clean-up area. Ceres monitors call and e-mail volume and establishes additional toll-free numbers and enlists additional staff whenever greater capacity is required to ensure maximum community responsiveness.

Call center staff keep a log of incoming calls and e-mails, recording the address of the reported incident, resident's name, reported complaint, date and time of reported incident, and the truck number (if applicable). This group compiles incoming resident communications and organizes them into date/time of receipt and response priorities. Ceres sorts through messages to identify time-sensitive incidents such as broken water lines that need immediate attention. Each incident is investigated, and ultimately, we locate the responsible crew if fault is found. Reports from this database will be accessible daily or weekly and can be disbursed to League City officials accordingly.

### **Public Information Campaigns**

Having been in business for 46 years and completed more than over 250 disaster contracts, Ceres has participated in and developed a number of public information campaigns. Within the Ceres repository, we maintain debris segregation diagrams and videos translated into multiple languages, radio advisories, door hangers, mailbox flyers and various other forms of media. The idea is the City and Ceres must retrain residents to put out disaster debris, given that the residents are accustomed to placing trash out on a certain day of the week. The more we can educate the residents across multiple media types and reinforce the messaging, the faster Ceres can remove debris from the public ROW.

### **Client Satisfaction-Oriented**

Ceres is in business to serve governmental agencies. We recognize that providing customer satisfaction is critical to our success. Our satisfied customers and the commendation letters and evaluations quoted below speak for themselves.

*[Ceres] showed extreme reliability and dedication in the midst of chaos... Ceres Environmental has my highest recommendation.*

James A. (Jimmie) Stephens, County Commissioner, Jefferson County, Alabama

*I would like to officially express my gratitude and admiration for your leadership and expediency of action in providing the Corps of Engineers with logistical and operational support. I feel confident that with leaders like you the Corps of Engineers and the State of Louisiana will have little difficulty in continuing to succeed in the recovery mission.*

Wesley Todd, Mission Manager, U.S. Army Corps of Engineers

*My experience with this firm is that they are true professionals with a focus on the need of their customers and the community they serve regardless of the circumstances.*

Alberto Zamora, Sanitation Division Director, City of Miami Beach, FL



City of League City  
RFP 22-024 Debris Management Services

*...I would like to thank Ceres and all of its personnel for the services that you provided during this most trying of times. I thought that you and your staff handled yourselves in a most professional manner and it was a pleasure working with you.*

Don Brandon, P.E, County Engineer, Chambers County, Texas

*Perhaps the finest contractor we've worked with.*

Department of the Navy, Naval Facilities Engineering Command, El Centro CA.

*While many out of state contractors used this opportunity to take advantage of the situation, your organization rose above the rest with superior customer service...*

James A. Randolph, Asst. to the Town Manager, Town of Windsor, VA

*As communities seek to incorporate the benefit of a defined and organized emergency debris haul contract, we would promote and recommend that Ceres Environmental be at the forefront of consideration. The company is committed to purpose, responsive to action, and sets the standard of industry excellence.*

Joe Mercurio, Project Manager, Emergency Management, City of Port St. Lucie, FL

*Ceres has given us exemplary service. They have been responsive to the needs that are unique to our County, they have advised us of FEMA regulations, they have made suggestions to save the County money and most importantly they conducted their business in a professional manner....I have been most impressed by their thoroughness and flexibility.*

Donald M. Long, Director of Public Works, County of Isle of Wight, VA

*Ceres did an excellent job in the coordination and the removal of tree damage that occurred.... I would highly recommend them for any future cleanup because of the proficiency and timely manner in which they operated.*

Tim Stevens, Superintendent of State Highways, Kentucky State Highway Department



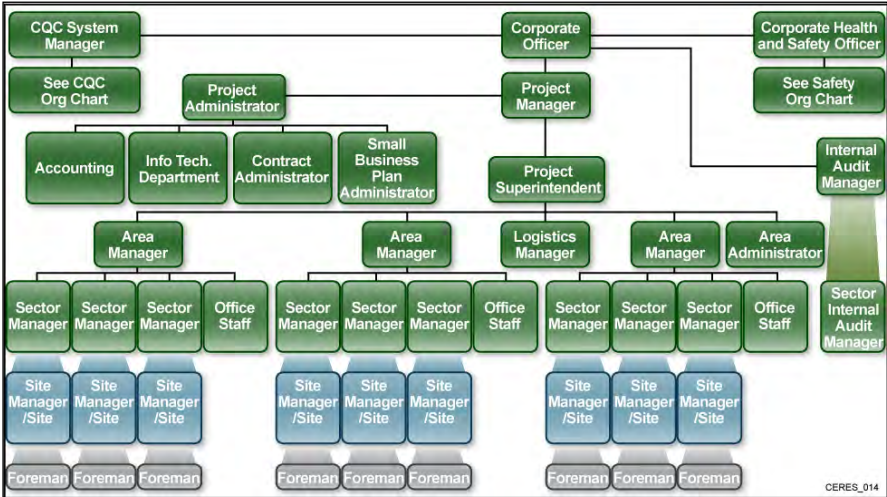
A.a).2 Administration, Organization, and Staffing

Ceres Environmental Services, Inc. is a privately held company owned and operated by its President, David McIntyre. The mobilization and contract administration headquarters for this contract will be our Houston, Texas office, with other offices, equipment facilities, staging sites, and recycling centers in Florida and Minnesota.

Ceres is structured so that one or two of the corporate officers can be absent from headquarters for extended periods of time in order to manage projects from the field. There are always one or two remaining at headquarters to ensure continuity of management. This proved very useful when Ceres was awarded a \$1 billion contract by the U.S. Army Corps of Engineers to perform a disaster debris contract following Hurricanes Katrina and Rita, in which two of Ceres’ officers were in the field in Louisiana for over six months.

Project Management

In Ceres’ experience, disaster recovery is project-based. It is best managed using the principles of formal project management that are also embedded in the National Incident Management System and its Incident Command System (ICS). Therefore, Ceres has organized its disaster response work in a manner that relies heavily on a Project Manager (PM) whose position is analogous to the Incident Commander under the ICS. The PM is in charge of all field production and also supervises a Project Administrator who is in charge of administrative functions on a project basis. The PM also supervises the Project Superintendent and several Area Managers (whose quantity depends on the size of the project), who supervise Sector Managers, who supervise Site Managers. The Site Managers supervise a physical location, which may be a TDSR site, a debris loading site, or a demolition site, and the personnel they supervise are generally foremen or people physically performing the work.



Ceres Project Management organization can be adjusted to fit the size of the project and the area of coverage by changing the number of Area, Sector and Site Managers.

(depending on project size) are supervised and maintained while all safety, data management, and tracking protocols are being met in conjunction with quality performance.

The Project Administrator supervises the administrative staff on a field project. The staff provides support for the line managers and supervisors in the field on the jobsite. The Small Business Plan Administrator locates contracts with and administers relations with subcontractors. On large projects, the Small Business Plan Administrator may have clerical help, and will provide technical





support for our subcontractors, such as assistance in preparing certified payrolls if required. The Information Technology (IT) department is responsible for tracking all types of data on the project, record keeping, and database management, and the accounting staff provides onsite support for Ceres personnel.

**Internal Audit**

The Internal Audit department is a critical component of the Ceres management team. During the work on Hurricane Katrina recovery, especially during the private property debris removal activities, Ceres’ management noticed that the quantity of quality control personnel was very high compared with the quantity of traditional production personnel. In order to maintain assurance that a project was proceeding as it should, and that personnel in all aspects of the project are performing as they should, Ceres has instituted the position of Internal Audit Manager, who supervises Audit Managers. These individuals review activities in the field as well as review files in the office to be sure that all Ceres employees are doing their work as specified in the contract. The rigors of a Six Sigma program are not planned, but Ceres senior management believes that this addition to our organization will help Ceres strengthen its performance.

**Project Safety**

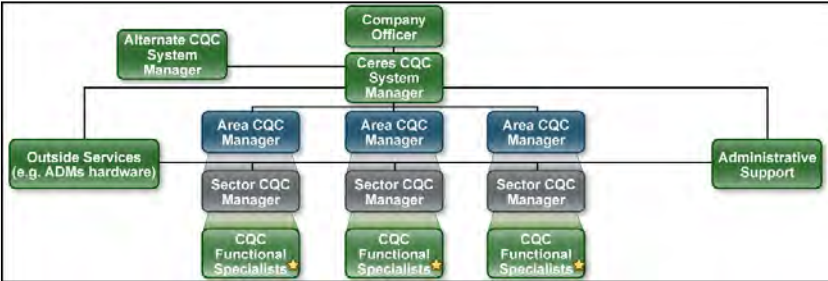
Ceres maintains a Corporate Health and Safety Officer to whom the Environmental Manager and a Project Safety Manager report for each project underway. Sector Managers report to the Environmental Manager and Project Safety Manager, and functional specialists work in the field with specialized training to fill specific needs such as asbestos inspections. The Project Safety Manager in the field is responsible to the Project Manager for monitoring safety conditions and developing measures for assuring the safety of all assigned personnel.



Additional Safety Officers, Functional Safety Specialists and Sector Safety Managers can be added as needed for coverage and to keep spans of control between three and five.

**Project Contractor Quality Control**

The CQC System Manager reports directly to the Company President in accordance with best corporate practice. Depending on the size of the event, the organization can be readily expanded by adding additional Area and Sector Managers and Functional Specialists. This allows us to maintain coverage and keep spans of control within the ideal three to seven direct reports.



Having the Quality Manager report directly to a company officer means that quality issues get visibility at the highest levels in the company.



City of League City  
RFP 22-024 Debris Management Services

### **Company and Project Leadership**

Ceres will assign personnel resources to an event based on the size and scope of the disaster. The personnel resumes included elsewhere represent the full spectrum of personnel immediately available to Ceres. They are assigned at a seniority level and in numbers commensurate with the event. This is in accordance with the principles of the FEMA Incident Command System.



**A.a).3 Project Organizational Chart and Employee Certifications**

Ceres Environmental Services, Inc. has over 150 employees, many of whom are professional staff. Our staff hold degrees in areas such as Structural and Civil Engineering, Business Administration, Forestry, Geology, Science, and Accounting. As part of the Company’s dedication to quality and safety, many of Ceres’ management staff are U.S. Army Corps of Engineers-certified in Construction Quality Management; are FEMA-certified in NIMS; are Red Cross-certified in first aid; and have completed OSHA’s 40-hour safety training course. Ceres’ management has worked extensively on FEMA-reimbursed contracts and has demonstrated its ability to respond to large-scale events.

**Project Organizational Chart**

For League City, Ceres will provide exceptionally qualified personnel to lead the efforts for any event occurring for which our services are required. The following core team is assigned to the City, with additional personnel assigned based on the size and severity of an event.



**Mr. Stanley Bloodworth** is our **Operations Director**. Mr. Bloodworth has nearly 40 years of Project Management experience in the construction and disaster recovery industries. His professional career includes a 25-year tenure with the U.S. Army Corps of Engineers, where he held a variety of construction planning and management roles. After leaving the Corps, he entered the private disaster recovery industry, serving as a project/program manager, senior project manager, operations manager, and director of operations. He is a highly skilled, boots-on-the-ground manager of disaster recovery projects, specifically those requiring expertise related to removal, reduction, and final disposition of vegetative, construction, demolition, and hazardous debris.



**Mr. Rob Smith is the City's onsite Project Manager.** Mr. Smith creates strong team environments through customer focus, clear goals, and a strong performance management structure with the ability to implement corporate directives and ensure safety compliance. Following Hurricane Hanna in 2020, Mr. Smith was the Project Manager in Hidalgo County, the City of Pharr, and the City of Edinburg. He managed ROW collection and disposal of vegetative, construction, and demolition debris for all three clients. Additionally, Mr. Smith collected and disposed of white goods, household hazardous waste, and electronic waste.

**Mr. Karl Dix** will be the **FEMA Reimbursement Specialist** assigned to League City. Mr. Dix experience includes project management; quality control of operational and administrative functions to ensure FEMA eligibility, compliance with State regulations and adherence to contract specifications; review of FEMA eligibility and processing of FEMA paperwork; training sessions with clients; and development of new record-keeping systems. His responsibilities include developing business relationships with current and potential clients; development of strategic plans; and management of assigned projects. Mr. Dix holds a bachelor's degree in business administration from Emory University.

**Ms. Tia Laurie**, a West Point graduate, is our **Contract/Subcontractor Manager**. She is responsible for the overall administrative response to all disaster response and recovery missions, including contracting and subcontracting. Ms. Laurie provides a background in several fields including quality control, construction, logistics, management, and contracting. She is adept at ensuring that our subcontractors and equipment are in place and ready to work when needed. She keeps an extensive list of subcontracts, both local and throughout the country, in case specialty work is required. Ms. Laurie understands the importance of local recovery and knows that it means more than just clearing debris – it means providing jobs in the area. She is expert at finding qualified personnel in any area throughout the United States. Ms. Laurie also provides management in the areas of maintaining and upgrading the subcontractor database, registration process, and evaluation criteria, as well as creating and executing applicable training programs for subcontractors. Ms. Laurie will be immediately available to locate and check the credentials of all required subcontractors and to pre-stage necessary equipment, ensuring that City of League City efforts are well under way within the time frames required.

**Ceres' management has demonstrated its ability to respond to large-scale events.** During the Camp Fire clean up in Butte County in 2019, Ceres daily operations consisted of 50 debris removal crews, over 400 hauling units, 120 traffic control personnel and a field supervision team of over 30 members. Our team members worked on over 2,900 properties, collecting and loading over 734,000 tons of debris. Out of the debris transported, 159,000 tons of metal and concrete were sent to recycling facilities and are destined for beneficial reuse. This project was the largest debris mission in the state of California in more than 100 years.

**Ceres has the resources and experience to handle multiple events and locations.** From October 2018 to March 2019, Ceres was activated in 13 Southwest Georgia Counties for the U.S Army Corps of Engineers following Hurricane Michael. Ceres collected and hauled a total of 4,236,363 cubic yards of debris, with a maximum haul of 140,330 cubic yards in a single day. This was accomplished by utilizing 1,628 hauling vehicles and managing 144 subcontractors. Ceres received an **Exceptional** – the highest possible rating – for quality of service in the face of enormous challenges caused by an increase in the magnitude of project scope and extreme weather conditions.





City of League City  
RFP 22-024 Debris Management Services

In all of 2017, Ceres received more than 50 major contract activations from cities, counties, and the U.S. Army, including an ACI activation in the U.S. Virgin Islands (USVI) for debris removal and off-island debris disposal.

**Ceres' management has demonstrated its commitment to superior performance and customer satisfaction.** In 2017-2019, Ceres worked in the U.S. Virgin Islands under the USACE contract. For that work, Ceres received **Exceptional** ratings (the highest possible) from the USACE for meeting and exceeding contract requirements and achieving the highest ratings available for quality, customer satisfaction, management/personnel/labor, cost/financial management and safety/security.

Ceres' personnel are trained in FEMA regulations and are schooled in the use of FEMA Public Assistance Debris Management Guide FEMA 325, as well as additional resource books Public Assistance Guide FEMA 322 and Public Assistance Policy Digest 321.

For more extensive information on the qualifications of Ceres project management team, please see their resumes within this proposal. Resumes of the additional key personnel that will be made available depending on the size and severity of the event are included as well.

If for any reason key personnel named in this proposal are not available for a City of League City event, or are not acceptable to the City, personnel with equivalent or better backgrounds and skills will be made available and will be presented for approval.

### Employee Certifications

As part of the Company's dedication to quality and safety, our employees receive advanced training and certification on an annual basis. **Most of our supervisory and management staff are FEMA certified in Incident Control Systems, Preparation for Federal Disaster, Initial Response to Federal Disaster, and Debris Operations.**

Additional certifications for League City's team are listed on the attached Key Project Team Resumes.

| Certifications                      | Agency | # of Employees | Personnel Certified   |
|-------------------------------------|--------|----------------|---|
| 40 Hour HAZWOPER / 8 Hour Refresher | OSHA   | 7              | Tammy Hunt, Andrew Kirkland, Zachary Schultz, Chris Shelnut, Marcus Smith, Michael Smith, Brent Whitten   |
| 30 Hour Hazard Recognition          | OSHA   | 10             | Marian Banks, Stanley Bloodworth; Chad Dorsey, Brandon Gelinis, Randy Hardy, Michael Randall, Michael Smith, Robert Smith, Kevin Sudbury, Brent Whitten |
| 10 Hour Hazard Recognition          | OSHA   | 4              | Joey Deville, Zachary Schultz, Michael Smith, John Ulschmid   |



Tab A Qualifications and Experience  
Section a) Qualifications

Subsection 3 Project Organizational Chart and Employee Certifications

Page A.a).3-3

City of League City  
RFP 22-024 Debris Management Services

| Certifications                       | Agency             | # of Employees | Personnel Certified   |
|--------------------------------------|--------------------|----------------|---|
| Construction Quality Management      | USACE              | 9              | Stanley Bloodworth, Randy Hardy, Andrew Kirkland, Kerry Kennedy, Tia Laurie, Michael Smith, Kevin Sudbury, John Ulschmid, Brent Whitten   |
| Decontamination Supervisor           | EMILCOTT           | 12             | Marian Banks, Stanley Bloodworth, Chad Dorsey, Felix Fields, Brandon Gelinas, Kerry Kennedy, Ricardo Morales, Zachary Schultz, Michael Smith, Kevin Sudbury, Brent Whitten, Ed Ziegler  |
| First Aid/CPR/AED                    | American Red Cross | 17             | Brian Bennett, Stanley Bloodworth, John Carlton, Brad Deville, Joey Deville, Patricia Deville, John Gallicchio, Michael Hansen, Reginald Harden, Dustin Lien, Ricardo Morales, Zachary Schultz, Michael Smith, Marcus Smith, John Ulschmid, Brent Whitten, Ed Ziegler |
| Flagger Training (Supervisors)       | ATSSA              | 9              | Stanley Bloodworth, Marlon Davis, Patricia Deville, Huey Deville, Reginald Harden, Randy Hardy, Dustin Lien, Zachary Schultz, Marcus Smith  |
| National Incident Management Systems | FEMA               | 6              | Robert Smith, Marian Banks, Patricia Deville, Michael Hansen, Tammy Hunt, Kevin Sudbury   |

## Key Project Team Resumes

### Stanley D. Bloodworth, Director of Operations

Mr. Bloodworth has more than 35 years of Project Management experience in the construction and disaster recovery industry. His professional career includes a 25-year tenure with the U.S. Army Corps of Engineers, where he held a variety of construction planning and management roles. After leaving the Corps, he entered the private disaster recovery industry serving as a project/program manager, senior project manager, operations manager and vice president of operations. He is a highly skilled, boots-on-the-ground manager of disaster recovery projects, specifically those requiring expertise related to removal, reduction and final disposition of vegetative, construction, demolition and hazardous debris.

#### PROFESSIONAL EXPERIENCE

- **Hurricane Ida 2021.** Project Manager for 6 Louisiana jurisdictions: Denham Springs, Gonzales, Covington, Mandeville, Livingston Parish, and St. Helena Parish.
- **Poudre Canyon Mudslide and Flood 2021.** Project Manager for debris management services in Larimer County, CO.
- **Sabine River Authority 2021.** Project Manager for debris removal services.
- **Oklahoma Ice Storm 2020.** Project Manager for debris removal in 5 cities following an ice storm.
- **Hurricane Sally 2020.** Performed as Project Manager for Santa Rosa County, FL and Escambia County School Board as a result of Hurricane Sally.
- **Hamilton County, TN 2020.** Project Manager for collection, reduction, and disposal of tornado generated debris in Hamilton County, TN.
- **Emergency Watershed Protection August 2019 – Current.** Performed dual roles as Senior Project Manager/Operations Planner for emergency channel debris removal for Livingston Parish, LA.
- **Hurricane Michael 2018 – 2019.** Senior Project Manager in Dougherty County and City of Albany, GA for clean-up after Hurricane Michael. This project was eventually overtaken by the USACE ACI SAD Region Restricted contract activation, at which time Mr. Bloodworth maintained an oversight role until the USACE ACI project was completed in early 2019. Ceres was reactivated at that time in order to complete the clean-up and disposal work for the County and the City; Mr. Bloodworth maintained his position and participation through the entire project.
- **Hurricane Maria 2017.** Project Manager/Operations Planner for the Puerto Rico Department of Transportation (DTOP) Disaster Recovery Project. Mr. Bloodworth worked closely day to day with DTOP Representatives ranging from the Secretary of Transportation to local Municipal Mayors and District Managers. Mr. Bloodworth prepared and implemented a successful Operations Plan that provided an operations solution expediting a re-establishment of adequate transportation routes for such activities as emergency services, utility repairs, reopening schools, citizen access and a very important return of commerce. The Operations Plan included accurate scheduling of all activities related to debris removal and disposal and provided successful tool for budgeting public fund expenditures for DTOP disaster recovery.
- **Hurricane Irma 2017.** Project Manager in Tampa City, FL clean-up following the heavy destruction caused by Hurricane Irma.

- **Louisiana Floods 2016.** Project Manager and Planner for Livingston Parish project involving clean-up following heavy rains and flooding in Louisiana in August 2016. Mr. Bloodworth expertly organized over 20 different subcontractors with more than 100 debris removal trucks for this project. Mr. Bloodworth provided these subcontractors with a detailed operations plan to begin concurrent debris removal efforts in all areas affected by the flood. Mr. Bloodworth ensured proper removal and disposal/recycling of many different classifications of flood related debris, including C&D, Household Hazardous Waste, E-waste, and White Goods. Total debris removed: over 1,000,000 CY.
- **Texas Floods 2016.** Project Manager in Bastrop County following flooding in the county.
- **Winter Storm Goliath 2015.** Project Manager for clean-up of several cities and counties under the Oklahoma Emergency Management Authority following Winter Storm Goliath over Christmas 2015.
- **Winter Storm Pax 2014.** Operations Manager for Columbia County clean up after Winter Storm Pax. Managed removal and disposal of over 500,000 CY of debris.
- **June Microburst Storm 2013.** Project Manager for cleanup project of debris and tree removal in Albemarle, NC following a summer microburst storm.
- **U.S. Army Corps of Engineers 2006-2011.** Numerous large-scale U.S Army Corps of Engineers, multiple state DOT and municipality debris removal and heavy construction contracts. Specifically, two debris removal and one heavy construction contract with the Minneapolis-St. Paul District Army Corps of Engineers. These USACE contracts were part of the recovery effort following the Mouse River Flood of Spring 2011 in Minot, North Dakota Duties required and successfully completed, included constant, 24/7 communication and availability with the Minot, USACE Disaster Recovery field office. Possessed complete knowledge and responsibility of all contract operation management functions. Retained full authority as company officer to commit to any/all requirements of the contracts including preparation, negotiation and execution of any additional contracts or change order/ modifications. Managed preparation and implementation of all aspects of Quality Control, Accident Prevention, Regulatory and Operation Planning. Worked closely with local and state officials to ensure compliance with permits and licensing. Supervised subordinate managers.
- **2004 – 2006: Program/Project Manager** for Disaster Recovery Operations where he served on numerous disaster recovery contracts including:
  - 2004 Hurricane Charley Tampa, Orlando, Deltona, Daytona, Florida
  - 2004 Hurricane Frances, Tampa, Daytona, Jacksonville, FL
  - 2004 Jeanne, Daytona, FL
  - 2004 Tropical Storm Ivan, Perdido Key, FL/Pensacola Beach, FL
  - 2004 Tropical Storm Dennis,
  - 2005 Hurricane Katrina, Louisiana
  - 2005 Hurricane Wilma, Miami
  - 2008 Hurricane Ike, Galveston, TX

City of League City  
RFP 22-024 Debris Management Services

## **EDUCATION/CERTIFICATIONS**

- USACE certifications including: CQM, materials laboratory technician, flexible pavement and concrete inspection, nuclear density operator, civil engineering technician
- OSHA 30
- CPR/First Aid
- Coursework, University of Mississippi

## Robert Smith, Project Manager

Mr. Smith creates strong team environments through customer focus, a clear vision and goals, and a strong performance management structure with the ability to implement corporate directives and ensure safety compliance.

### PROFESSIONAL EXPERIENCE

- **Camp Fire Tree Removal, Butte County 2020 – 2021.** Project Manager for the removal, processing, and final disposition of hazardous trees due to the 2018 Camp Fire. This work includes both right of entry (ROE) and rights-of-way (ROW) hazardous tree removal.
- **Oklahoma Ice Storm 2020.** Project Manager overseeing three projects: City of El Reno, City of Kingfisher, and the City of Piedmont. The work performed consisted of leaner and hanger removal, ROW vegetative removal, DMS operations, and the reduction of vegetative debris.
- **Hurricane Hanna 2020.** Project Manager overseeing three separate projects: Hidalgo County, the City of Pharr, and the City of Edinburg. Conducted ROW collection, disposal of vegetative debris and construction and demolition debris with all three clients. Also collected and disposed of white goods, household hazardous waste and electronic waste.
- **Camp Fire, Butte County 2018 – 2019.** Project Manager for the Clean-up project hauling and disposal of debris generated by the Camp Fire wildfire in North-Central California in 2018.
- **Hurricane Irma and Maria 2017.** Project Management oversight for vegetative, construction and demolition, and metal debris removal from local municipality ROW and other eligible public property in the U.S Virgin Islands for USACE ACI project following Hurricanes Irma and Maria. Work also included site preparation, debris reduction - chipping/mulching/grinding, and debris disposal.
- **Evergro Organic Recycling 2016-2017.** Vice President of Operations researching and acquiring a track of land that meets all TCEQ criteria to construct a biosolid composting facility. Focused on site operating plans and providing a permit application along with drawings drafted by a local project engineer.
- **New Earth Soils and Compost 2010-2016.** Vice President of Operations overseeing over 35 teams within two facilities, new constructions, and existing biosolid composting operations.
- **The Garick Corporation**
  - **Vice President of Operations 2007-2009.** overseeing six facilities and 250 associates in five different states, ensuring EPA/DEP and OSHA compliance practices, plant staffing, daily productions goals, payroll management, and inventory control.
  - **General Manager 2006-2007.** Responsible for the safety and productivity of a large group during peak season, including environmental compliance, profitability, and leadership development. Drafted and implemented operational procedure manual for companywide plant and safety operations.
- **United States Army 1991-2000.** Airborne Ranger as Scout Team Leader for the 25th Infantry Division in Oahu, Hawaii, a Pathfinder for the 101<sup>st</sup> Pathfinder detachment and a U.S. Army Ranger Instructor at the Mountain Phase of Ranger School. Responsible for assisting the squad leader to ensure squad combat readiness, including planning and supervision of soldier training. Assisted with tactical employment and continuous

City of League City  
RFP 22-024 Debris Management Services

surveillance of the enemy while being responsible for daily training and safety of 600 rangers annually in mountaineering and combat missions.

## **EDUCATION**

- Austin Peay State University, Clarksville, TN 2000

## **CERTIFICATIONS**

- IS-00027 FEMA Logistics
- IS-00393.b Hazard Mitigation
- IS-00632.a Debris Operations
- ICS-100 Incident Command System
- IS-00200.c Initial Response
- IS-00042 Social Media, Emergency Management
- IS-00240.b Leadership and Influence
- IS-00552 Public Works Role, Emergency Management
- OSHA 30 Construction



### Karl A. Dix, III, FEMA Liaison, Project Superintendent

Mr. Dix's experience includes Project Management; Quality Control of operational and administrative functions to ensure FEMA eligibility, compliance with State regulations and adherence to contract specifications; review of FEMA eligibility and processing of FEMA paperwork; training sessions with clients; and development of new record-keeping systems. His responsibilities include developing business relationships with current and potential clients; development of strategic plans; and management of assigned projects.

#### PROFESSIONAL EXPERIENCE

- **Hurricane Ida 2021.** Operations Planner and FEMA Liaison for 14 Hurricane Ida projects.
- **Oregon Wildfire Recovery 2020 – 2022.** Operations Planner for Oregon Department of Transportation providing Hazard Tree Removal Services for Operational Branch 1: Archie Creek Fire, Douglas County, Operational Branch 5: Thielson Fire, Douglas County and Operational Branch 6: Two Four Two Fire, Klamath County.
- **Oklahoma Ice Storm 2020.** Provided operational oversight for debris removal in 5 cities following an ice storm.
- **Hurricanes Laura, Hanna, Sally, Delta, and Zeta 2020.** Provided operational oversight for 13 individual contract activations across Louisiana, Texas, and Florida.
- **Linn County, IA Derecho 2020.** Operations Planner for removal, reduction, and disposal of derecho generated debris.
- **California Wildfires 2019 – 2020.** Operations Planner for the CalRecycle clean-up project for hauling and disposal of debris generated by the Camp Fire wildfire in North-Central California in 2018, which is the largest debris mission in California in more than 100 years.
- **Hurricane Michael 2018.** Operations Planner for the USACE ACI Restricted SAD Region activation in 13 Georgia Counties for the clean-up of debris generated by Hurricane Michael in October 2018.
- **Hurricane Irma 2017.** Operations Planner and FEMA Liaison for 37 Hurricane Irma projects.
- **Southeast Tornadoes 2017.** Operational oversight for debris removal and disposal project in the City of Albany, GA.
- **Hurricane Matthew 2016.** Project Manager for Charleston County, SC and Bald Head Island, NC debris removal and disposal projects following Hurricane Matthew in October.
- **Hurricane Hermine 2016.** Project Manager for Glynn County, GA debris removal and disposal project.
- **Oklahoma Ice Storms 2015.** Quality Control and Assurance for debris removal and disposal projects for Oklahoma Emergency Management Authority, Oklahoma City, and Warr Acres following severe winter storms.
- **Winter Storm Ulysses 2014.** Quality Control and Quality Assurance for NCDOT project resulting in the removal and disposal of 300,000 cubic yards of ice storm debris. Reviewed contract for FEMA eligibility and ensured overall project performance to contract specifications.
- **Winter Storm Pax 2014.** Quality Control and Quality Assurance for Columbia County, GA project resulting in the removal and disposal of 500,000 cubic yards of ice storm debris. Reviewed contract for FEMA eligibility, drafted FEMA compliant inter-local agreements and ensured performance of the project to contract specifications.



City of League City  
RFP 22-024 Debris Management Services

- **Black Forest Fire 2014.** Project support for El Paso County, CO contract resulting in the removal of over 1,500 fire-damaged trees. Provided operational planning in support of the PM.
- **Mississippi/Alabama Tornadoes 2014.** Quality Control and Quality Assurance to 4 projects resulting in the removal and disposal of 200,000 cubic yards of tornado debris. Oversaw contract negotiations and reviewed contract for FEMA eligibility.
- **Hurricane Sandy 2012-2013.** Program Lead, Project Administration, Safety and Support for multiple projects in NJ and VA. Removed roughly 150,000 CYs across all projects.
- **Hurricane Isaac 2012.** Program lead, project administration, safety and support in response to Hurricane Isaac. Removed over 1,000,000 CY of debris from Mississippi River levees in Plaquemines Parish.
- **Virginia Derecho 2012.** Program Lead/Project Manager for debris site management, grinding and disposal following a derecho event impacting Virginia.
- **North Dakota Flooding 2011.** Program lead, project administration for USACE emergency debris removal and mobile home group site construction missions after historic flooding in spring of 2011 near Minot, North Dakota.
- **Hurricane Irene 2011.** Program Lead, Project Administration, Safety and Support for response to Hurricane Irene's impact on the Atlantic coast. Removed over 110,000 CY of debris on 5 projects.
- **Alabama/Tennessee Tornadoes 2011.** Program Lead, Project Management and Administration, Safety and Support for three debris projects and one haul and install THUs in response to the April tornadoes. Removed over 240,000 CY across two municipal projects.

#### EDUCATION/CERTIFICATIONS

- Bachelor of Business Administration, Emory University
- Master's of Science in Threat and Response Management, University of Chicago (in progress)
- FEMA IS 100, 631, 632, 700, 701, 703, 800

**Tia Laurie, Contract/Subcontract Manager, Corporate Secretary**

Tia Laurie provides a background in several fields including quality control, construction, logistics, management, and contracting. Ms. Laurie serves as Qualifying Agent, holding General Contractors Licenses on behalf of Ceres in many states including California, Louisiana, Alabama, Tennessee, Mississippi, Oregon, and South Carolina. Certified in Construction Quality Management by USACE, Ms. Laurie has served in supporting roles on several missions for more than ten (10) years. Additionally, Ms. Laurie is responsible for the overall administrative response to all disaster response and recovery missions, including contracting and subcontracting. She manages the overall development and maintenance of relationships with subcontractors specifically in local areas of pre-event contracts and competitive pricing. Ms. Laurie also provides management in the areas of maintaining and upgrading the database, registration process, and evaluation criteria for subcontractor, as well as creating and executing their training programs.

**PROFESSIONAL EXPERIENCE**

- **Hurricane Ida 2021.** Director of Administration including subcontracting and contract management for Ceres projects in Louisiana.
- **Oregon Wildfire Recovery 2020 – 2022.** Director of Administration including subcontracting and contract management for Oregon Department of Transportation Hazard Tree Removal Project.
- **Oklahoma Ice Storm 2020.** Director of Administration including subcontracting, and management of 5 contract activations as a result of the Oklahoma Ice Storm.
- **Hurricanes Hanna, Laura, Sally, Delta and Zeta 2020.** Director of Administration including subcontracting. Managed over 30 subcontractors providing debris collection, reduction, and disposal. While working contract administration on over 13 contract activations.
- **Linn County, IA 2020.** Director of Administration including subcontracting and managing 4 subcontractors and working contract administration.
- **Hamilton County, TN and Jones County, MS Tornadoes 2020.** Director of Administration including subcontracting. Managed 6 subcontractors providing debris collection, reduction, and disposal.
- **Bulk Waste Removal 2020.** Director of Administration including subcontracting. Managed 6 subcontractors providing bulk waste removal to the City of Atlanta and Macon-Bibb County, GA as a result of limited staff due to COVID-19.
- **Paradise and Butte County, CA Fire 2019.** Director of Administration including subcontracting and managing over 23 subcontractors and working contract administration with CalRecycle.
- **Hurricanes Florence and Michael 2018.** Director of Administration for storm operations in a wide geographic area.
- **North Carolina Department of Agriculture 2018.** Director of Administration and Subcontracting Manager for hauling vegetative material for NC farms after Hurricane Florence.
- **Northern California Wildfire Debris Removal 2018.** Subcontractor Manager responsible for hiring all subcontractors for the USACE debris removal project in Lake, Mendocino and Napa Counties, CA following the fires between October and December of 2017.
- **Hurricanes Harvey, Irma, and Matthew 2017.** Director of Administration and Subcontracting Manager for over 50 storm and civil construction projects.



- **Hurricanes Hermine and Matthew 2016.** Subcontractor Manager for over 20 contracts in Florida, Georgia, South Carolina, and North Carolina following two hurricanes in September and October.
- **Louisiana Floods 2016.** Subcontractor Manager for Ceres response to August floods in Louisiana.
- **Winter Storm Cara and Goliath 2015.** Subcontractor Manager for debris removal and disposal projects in Oklahoma following winter storms.
- **Alabama and Mississippi Tornados 2014.** Subcontractor Manager for four separate tornado recovery projects in Kimberly, Adamsville, and Graysville, Alabama as well as Lee County, MS.
- **Winter Storm Pax and Ulysses 2014.** Subcontractor Manager for Columbia County, GA and NC DOT ice storm recovery; Recruited and subcontracted companies for hauling, tree work, and grinding.
- **Hurricane Sandy 2012-2013.** Subcontractor Manager recruiting local subcontractors and vendors for Ceres response in New York and New Jersey.
- **Hurricane Isaac 2012.** Subcontractor manager for five separate contracts in response to Hurricane Isaac. Ceres provided recovery services to Jefferson Parish, Kenner, Livingston Parish, Denham Springs and St. Bernard Parish.
- **Winter Storm Alfred 2011.** Subcontractor Manager for response to unseasonal snowstorm in the Northeast. Ceres managed over 320,000 CY of debris in two locations.
- **Hurricane Irene 2011:** Subcontractor Manager for Greenville, NC response and recovery efforts. Recruited local and specialty subcontractors for hurricane debris cleanup.
- **Alabama Tornadoes 2011.** Subcontractor Liaison; recruited local and specialty subcontractors and vendors to provide services for tornado cleanup.
- **Haiti Earthquake 2010.** Subcontractor Liaison identifying specialist organizations & sea transport.
- **Ice Storms 2009.** Subcontractor Liaison identifying and coordinating qualified subcontractors for debris removal from county rights-of-ways in Kentucky.
- **Hurricanes Dolly, Gustav and Ike 2008.** Subcontractor Liaison screening and coordinating qualified subcontractors for debris removal, processing and disposal operations.
- **Floods 2008.** Subcontractor Liaison identifying and coordinating qualified subcontractors for debris removal due to Cedar River flooding in Iowa.
- **Military Stars, Orion International 2007-2008.** Account Executive researching, identifying, and capturing of new clients providing opportunity for hiring of transitioning military personnel.
- **Centex Homes 2005-2007.** Purchasing Agent managing contract negotiations for residential communities; Management of land developers, architects, and general contractors.
- **U.S. Army Corps of Engineers, Captain 1999-2005.** Battalion Logistics/Supply Officer, Detachment Commander, Company Executive Officer, and Topographic Platoon; awarded Bronze Star Medal for her bravery and meritorious service with USACE.

City of League City  
RFP 22-024 Debris Management Services

## **EDUCATION/CERTIFICATIONS**

- Master's degree, Engineering Management, University of Missouri (Rolla)
- Bachelor's degree, Engineering Management, U.S. Military Academy, West Point, New York
- Engineer-In-Training (EIT/FE): Registered in New York, 1999
- FEMA certified IS-10, ICS-200, IS-102, IS-632, NIMS IS-700
- USACE CQM certified
- Red Cross Disaster Services certified

**A.a).4 Current Contracts within 100 Miles of League City**

Due to the nature of disaster relief work, it is difficult to project workload; **however, Ceres has the proven resources and experience to handle multiple events and locations.** Our successful experience in multiple response situations as well as our substantial resources and teaming relationships, assures that Ceres' performance on this contract will be to the City's utmost satisfaction. **Ceres has never exceeded its capacity to perform on its pre-event and ongoing contractual commitments.**

Ceres has the proven resources and experience to handle multiple events and locations. Ceres and its family of businesses own **1,384 pieces of equipment.** Additionally, we have a database of **2,979 trusted subcontractors** to support our disaster relief efforts. The company is financially secure, with a bonding capacity of more than **\$2 billion per project.** Ceres has **61 fulltime disaster response field management employees** with specific experience in project management, quality control, and safety practices enforcement. The 16 most senior of our disaster response management team have a **combined 344 years of experience.**

Ceres Environmental Services, Inc. currently has more than 200 pre-position Emergency Response contracts in place. The following table contains a list of those contracts within 100 miles of League City.

| Contract Owner                  | Contract Title   | Contract Start Date | Contract End Date |
|---------------------------------|--|---------------------|-------------------|
| Alvin, TX                       | Debris Removal Services  | 12/31/2021          | 12/31/2026        |
| Baytown, TX                     | Post Disaster Debris Removal and Disposal  | 8/1/2021            | 1/31/2024         |
| Brazoria County, TX             | Debris Management  | 8/25/2021           | 8/24/2022         |
| Groves, TX                      | Debris/Emergency Repsonse  | 7/1/2020            | 6/30/2024         |
| Harris County, TX               | Emergency Services for Debris Clearing, Removal and Disposal, and Operation of D | 7/1/2018            | 6/30/2023         |
| Houston, TX                     | Disaster Debris Removal Services   | 4/13/2018           | 4/12/2023         |
| Katy, TX                        | Debris Removal Services  | 7/15/2021           | 7/14/2023         |
| La Porte, TX                    | Debris Removal   | 6/11/2018           | 6/10/2022         |
| Lake Jackson, TX                | Trucking and Hauling Storm Debris  | 5/3/2022            | 7/9/2022          |
| Matagorda County, TX            | Debris Clearance & Removal Services  | 7/31/2020           | 6/30/2023         |
| Montgomery County, TX           | Disaster Recovery (Debris) Management Services                                   | 7/25/2017           | 6/24/2023         |
| Nassau Bay, TX                  | Post Disaster Debris Removal and Disposal  | 9/18/2018           | 9/17/2022         |
| Nederland, TX                   | Debris/Emergency Repsonse  | 7/1/2020            | 6/30/2024         |
| Pearland, TX                    | Debris Management Services   | 7/11/2020           | 7/10/2023         |
| Port Neches, TX                 | Debris/Emergency Repsonse  | 7/1/2020            | 6/30/2024         |
| Richwood, TX                    | Debris Management and Removal Service  | 6/12/2018           | 6/11/2022         |
| Sugar Land, TX                  | Emergency Debris Removal Services  | 5/1/2021            | 1/1/2025          |
| Texas General Land Office (GLO) | Beach Debris, Marine Debris, and Vessel Removal Services                         | 6/1/2021            | 5/31/2026         |
| Walker County, TX               | Debris Removal   | 10/1/2020           | 9/30/2022         |
| Webster, TX                     | Debris Removal   | 10/1/2020           | 9/30/2023         |
| West University Place, TX       | Debris Removal and Disposal  | 5/23/2018           | 5/22/2023         |
| Wharton, TX                     | Disaster Debris Removal and Disposal Services                                    | 5/29/2019           | 5/28/2022         |



**A.a).5 Subcontractor List and Sample Subcontract**

Our objective at Ceres Environmental Services, Inc. is to perform all work associated with this contract in an efficient and safe manner through the effective administration and management of our equipment, personnel, subcontractors, and suppliers. In accordance with Ceres' policies and programs, the work plan for this contract will be developed and executed assisting, counseling, advising, and using, to the maximum extent possible and to the extent consistent with City of League City's interest, Local and other Small Businesses (SB) as well as Small Disadvantaged Businesses (SDB) such as HUBZone, Veteran-owned (VO), Service Disabled Veteran-Owned (SDVO), Woman-Owned (WOSB) for the provision of equipment, labor, services and supplies.

It is important for Ceres to provide opportunities for local companies and their employees to work on any project that may result from this contract. Additionally, Ceres may directly employ individuals to work for Ceres on a project. Ceres has a very well-developed subcontracting plan, and Ceres also has a stellar record of implementing our plan and making payments to local subcontractors on past projects performed when Ceres is the prime contractor.

Due to the nature of disaster work, it is difficult to finalize selected subcontractors at contract award; final selection will be based on the size and severity of an event and what type of damage is expected. The table that follows contains a list of our pre-screened subcontractors within 25 miles of League City. We have also included a list of additional, potential subcontractors throughout the state and a sample subcontract.

**Category Key:** SB = Small Business; SBE = Small Business Enterprise; WO = Woman-Owned; WOSB = Woman Owned Small Business; VO = Veteran-Owned; SDVO = Service-Disabled Veteran Owned; SLDBE = State Local Disadvantage Business Enterprise; 8a = Currently 8a Certified; SDB = Small Disadvantaged Business; SDBE = Small Disadvantaged Business Enterprise; HUB = HUB Certified; ESB = Emerging Small Business; MBE = Minority Business Enterprise;

**Potential Subcontractors within 25 miles of League City, TX**

| Company                        | City      | State | Scope of Work   | Certs                |
|--------------------------------|-----------|-------|---|----------------------|
| A & A Trucking LLC             | Baytown   | TX    | Trucking  | SDB                  |
| Absolute Debris                | Houston   | TX    | Debris Removal  | SB, VO               |
| Altrax, LLC                    | Houston   | TX    | Debris Removal  | SB, WO               |
| Arc Angel Logistics            | Houston   | TX    | Debris Removal  | SB, WO               |
| Arispe Trucking Llc            | Pearland  | TX    | Debris Removal  |                      |
| AtWork Personnel               | Houston   | TX    | Debris Removal, Temp Work   | HUB, MBE, SB, VO, WO |
| Corner To Corner Home Services | Pearland  | TX    | Construction  | SB                   |
| Daniel Plumbing LLC            | Seabrook  | TX    | Debris Removal  | SB                   |
| DSW Homes LLC                  | Galveston | TX    | Debris Removal, Tree Trimming, & Removal, Stump Removal, Site Management, Grinding, Demolition, Blue Roof |                      |
| Garner                         | Deer Park | TX    | Generators  |                      |
| Hyco Recovery Clean Up         | Houston   | TX    | Debris Removal, Construction, Other Services  | HUB, SB              |
| John-Mc Enterprises            | Pearland  | TX    | Debris Removal  | SB, WO               |





City of League City  
RFP 22-024 Debris Management Services

| Company                                | City        | State | Scope of Work  | Certs         |
|--|-------------|-------|--|---------------|
| M&M Protection                         | La Porte    | TX    | Debris Removal, Blue Roof, Construction  | SB            |
| Rainbow International of Webster       | Friendswood | TX    | Water Remediation, Mold Remediation  |               |
| Rapid Environmental Services Llc       | Deer Park   | TX    | Debris Removal   | SB            |
| Red River Company                      | Brookside   | TX    | Debris Removal, Construction   |               |
| Separation Systems Consultants         | Houston     | TX    |  | DBE, HUB, WBE |
| Southern Global Safety Services        | Alvin       | TX    | Disaster Recovery  | WBE           |
| Specialized Maintenance Services, Inc. | Pasadena    | TX    | Debris Removal, Tree Trimming  | WO            |
| Sun Packing, Inc.                      | Houston     | TX    | Debris Removal, Other Services   | SB            |
| TCB Services                           | Houston     | TX    | Disaster Recovery  |               |
| The Houston Launch Pad                 | Houston     | TX    | Debris Removal, Construction   | SB            |
| THR Enterprises Inc - JNE              | Houston     | TX    | Debris Removal, Tree Trimming & Removal, Site Management, Personnel. Roll Offs | HUB, SB, WO   |
| TMB Freedom Contracting Service LLC    | Channelview | TX    | Debris Removal, Construction   | HUB, SB       |
| TSI SERVICES,LLC                       | League City | TX    | Blue Roof, Construction  | SB, WO        |
| We-Approach Safety                     | Baytown     | TX    | Safety   | SB, VO        |

**Additional Potential Texas Subcontractors**

| Company                                    | City        | State | Scope of Work   | Certs               |
|--|-------------|-------|---|---------------------|
| 216 Resources Inc                          | Houston     | TX    | Hauling, Demolition   | SB, SDBE, SLDBE, WO |
| 49 Investments, LLC (dba) Barrett Trucking | Lufkin      | TX    | Debris Removal  | SB                  |
| A & A Trucking LLC                         | Baytown     | TX    | Trucking  | SDB                 |
| A,E&C Brothers Trucking, Inc.              | Elgin       | TX    | Debris Removal, Other Services                                    | SB                  |
| A.M. Trucking, LLC                         | Nacogdoches | TX    | Debris Removal  | SDVO                |
| A.O. Phillips & Associates                 | Houston     | TX    | Debris Removal  | SB                  |
| Absolute Debris                            | Houston     | TX    | Debris Removal  | SB, VO              |
| Adcorp LLC                                 | Conroe      | TX    | Debris Removal, Suppliers and Material Providers                  | SB                  |
| Affinity Professional Group, LLC           | Houston     | TX    | Debris Removal, Construction                                      | HUB, SB, WO         |
| Aftermath Disaster Recovery, Inc.          | Prosper     | TX    | Emergency Road Clearance, Debris Removal - Land, Debris Removal - | HUB, SB, WO         |



City of League City  
RFP 22-024 Debris Management Services

| Company                                     | City           | State | Scope of Work   | Certs                  |
|---|----------------|-------|---|------------------------|
|   |                |       | Marine, Tree Trimming and Removal, Stump Removal, Sand Screening, Mulch Haul Out, Grinding, Site Management |                        |
| Aggressive Waste Disposal                   | Humble         | TX    | Debris Removal  | SB, SDB, WO            |
| AGPower Field Processing                    | Dallas         | TX    | Debris Removal  | SDVO                   |
| AJB Bros., Inc., DBA: Darrel's Sign Company | Conroe         | TX    | Debris Removal  |                        |
| All Materials Construction                  | New Braunfels  | TX    | Debris Removal  | HUB, SB, SDB, WOB      |
| AllStar Construction Group                  | Round Rock     | TX    | Debris Removal, Construction  | HUB, SB, WO            |
| Almartin Transportation Inc                 | Splendora      | TX    | Debris Removal  |                        |
| Alpha 7                                     | De Leon        | TX    | Debris Removal and Construction   | SB                     |
| Altrax, LLC                                 | Houston        | TX    | Debris Removal  | SB, WO                 |
| Apollo Environmental Strategies, Inc        | Beaumont       | TX    | Coastal Restoration, Environmental Remediation  | HUB, WO                |
| Arc Angel Logistics                         | Houston        | TX    | Debris Removal  | SB, WO                 |
| Archie Consulting Group                     | Houston        | TX    | Debris Removal,   | SB, WO                 |
| Arispe Trucking Llc                         | Pearland       | TX    | Debris Removal  |                        |
| Atecia, LLC.                                | New Braunfels  | TX    | Debris Removal  |                        |
| ATP Contracting LLC                         | Bullard        | TX    | Debris Removal - Land   |                        |
| ATViroTech Inc                              | Missouri City  | TX    | Debris Removal, Suppliers and Material Providers  | 8a, HUB, SB, SDB, VO   |
| AtWork Personnel                            | Houston        | Tx    | Debris Removal, Temp Work   | HUB, MBE, SB, VO, WO   |
| ATZ Environmental Solutions, LLC            | The Woodlands  | TX    | Debris Removal  |                        |
| Az Trucking Llc                             | Bryan          | TX    | Construction  | SB, VO                 |
| B&B Debris Removal LLC                      | Liberty        | TX    | Debris Removal  | WO                     |
| B.R. Services LLC                           | Houston        | TX    | Debris Removal, Tree Trimming & Removal, Stump Removal, Site Management, Personnel                          | HUB, SB, SDB, SDVO, VO |
| Baldwin Tree & Disaster                     | Center         | TX    | Tree Removal  | SB                     |
| BG Trucking                                 | Port Arthur    | TX    | Construction  | SB                     |
| BH Services                                 | Lufkin         | TX    | Debris Removal  | SB                     |
| Big Branch Transport                        | Corpus Christi | TX    | Debris Removal, Construction  |                        |
| BKR Contractors Corp                        | Granbury       | TX    | Debris Removal  |                        |
| Blakley Construction                        | Granbury       | TX    | Debris Removal  |                        |





City of League City  
RFP 22-024 Debris Management Services

| Company                                       | City          | State | Scope of Work   | Certs            |
|---|---------------|-------|---|------------------|
| Blue Collar Home Services-DBA Junk Rockers    | Houston       | TX    | Debris Removal  | SB               |
| BMJ Excavation                                | Allen         | TX    | Debris Removal  | SB               |
| BNT Services LLC                              | Huntsville    | TX    | Debris Removal, Construction  | SB               |
| Bokhem Services Ltd                           | Fort Worth    | TX    | Debris Removal  | SB               |
| Brandon Construction-USA, LLC                 | Coldspring    | TX    | Construction  |                  |
| Bright Lights Transport                       | Houston       | TX    | Debris Removal  | SB               |
| Brush Solutions LLC                           | Belton        | TX    | Debris Removal  | WO               |
| Bulldog S3 LLC                                | Mesquite      | TX    | Debris Removal  | HUB              |
| Central Texas                                 | Bulverde      | TX    | Construction  |                  |
| Cettasale, Inc.                               | Eules         | TX    | Other Services  | SB               |
| Champion Infrastructure LLC                   | Georgetown    | TX    | Debris Removal  | SB, WO           |
| Christopher Lance Sparks dba C&S Construction | Arthur City   | TX    | Debris Removal  |                  |
| Cisneros Project LLC                          | Humble        | TX    | Debris Removal  | SB               |
| Cochrum Enterprises                           | Wharton       | TX    | Debris Removal  | SB               |
| Cole Field Services LLC                       | Spring Branch | TX    | Emergency Road Clearance, Debris Removal - Land, Debris Removal - Marine, Tree Trimming and Removal, Stump Removal, Sand Screening, Mulch Haul Out, Grinding, Site Management, Personnel - Field Management, Snow Removal | DBE, SB, SBE, WO |
| Contour Landscapes                            | Brookshire    | TX    | Debris Removal, Other Services  | SB               |
| Corner To Corner Home Services                | Pearland      | TX    | Construction  | SB               |
| Cotton Commerical Cottonwood Debris Co.       | Katy          | TX    | Debris Removal  |                  |
| CPHP Ventures LLC                             | Houston       | TX    | Other Services  | SB, SDB, SDVO    |
| Crees Environmental                           | Giddings      | TX    | Construction, Debris Removal  |                  |
| CST Connections                               | Humble        | TX    | Debris Removal, Construction  | HUB, SB          |
| CST Demolition LLC                            | Houston       | TX    | Debris Removal, Construction  | SB               |
| D&A Demolition                                | Wharton       | TX    | Debris Removal, Construction  | SB               |
| D. Watson Companies                           | Salado        | TX    | Debris Removal  |                  |
| Dallas Fort Worth Trucking Corp               | Dallas        | TX    | Debris Removal  |                  |
| Daniel Plumbing LLC                           | Seabrook      | TX    | Debris Removal  | SB               |
| Daphne C Anderson, LLC                        | Plano         | TX    | Debris Removal  | WO               |
| Debris Masters, LLC                           | Denton        | TX    | Debris Removal  |                  |



City of League City  
RFP 22-024 Debris Management Services

| Company                                | City        | State | Scope of Work  | Certs                |
|--|-------------|-------|--|----------------------|
| Diamond K Corporation                  | Mt Pleasant | TX    | Debris Removal   |                      |
| Diamond L Enterprises                  | Poolville   | TX    | Debris Removal   |                      |
| Dilley Metal Recyclers LLC             | Brownwood   | TX    | Debris Removal   |                      |
| DLA Consulting                         | Houston     | TX    | Debris removal, other services   | SB                   |
| Dora Fannon & Associates               | Houston     | TX    | Debris Removal   |                      |
| Drewery Construction                   | Nacogdoches | TX    | Disaster Response  |                      |
| Drop Time LLC                          | Lubbock     | TX    | Debris Removal   | SDVO                 |
| DSW Homes LLC                          | Galveston   | TX    | Debris Removal, Tree Trimming, & Removal, Stump Removal, Site Management, Grinding, Demolition, Blue Roof  |                      |
| Durango Enterprises                    | Grapeland   | TX    | Debris Removal, Construction   | SB                   |
| Earthco Landscape Construction LLC     | Georgetown  | TX    | Debris Removal, Emergency Road Clearance, Tree Trimming & Removal, Stump Removal, Site Operations, Demolition, Hazardous Waste Removal, Mulch Haul Out, Grinding | DBE, MBE, SBE        |
| Easterling Farms Trucking LLC          | Rule        | TX    | Debris Removal   |                      |
| ECB Enterprises                        | Richmond    | TX    | Debris Removal   |                      |
| EDS Tech                               | Houston     | TX    | Debris Removal, Construction   | 8a, HUB, SB, SDB, VO |
| Endrill Corp, Dba Endrill Mud          | Tuscola     | TX    | Debris Removal   | SB                   |
| Enviroteck                             | New Caney   | TX    | Debris Removal   | SB, WO               |
| EPCS Environmental LLC                 | Arlington   | TX    | Debris Removal   | SB, SDB              |
| Expert One Service                     | Midland     | TX    | Other services   |                      |
| F.O. Services                          | Houston     | TX    | Debris Removal   | SB                   |
| FAS Industries LLC                     | Fresno      | TX    | Debris Removal   |                      |
| Fercan Enterprises, LLC                | Houston     | TX    | Debris Removal, Construction   | HUB, SB, SDB, VO     |
| Firehorse Procurement & Logistics, LLC | Houston     | TX    | Debris Removal   |                      |
| Flo Tex Irrigation                     | Kilgore     | TX    | Other Services   |                      |
| Fowler Construction                    | Mineola     | TX    | Debris Removal   | SB                   |
| Frank's Nursery                        | Richmond    | TX    | Debris Removal   |                      |
| Fredonia Construction Co               | Nacogdoches | TX    | Load & Haul  |                      |
| Fredonia Services LLC                  | Nacogdoches | TX    | Debris Removal, Construction   |                      |
| Freedom Site Services LLC              | Richmond    | TX    | Debris Removal   | SB                   |



City of League City  
RFP 22-024 Debris Management Services

| Company  | City          | State | Scope of Work  | Certs         |
|--|---------------|-------|--|---------------|
| Freeman Family Trucking  | Houston       | TX    | Debris Removal   |               |
| Fugett Enterprises   | Gunter        | TX    | Debris Removal   |               |
| G & G Enterprises  | Missouri City | TX    | Debris Removal, Blue Roof, Construction  |               |
| Gainco, Inc.   | Portland      | TX    | Debris Removal   | SB, WO        |
| Gap Engineering  | Katy          | TX    | Debris Removal, Construction   | 8a, SB        |
| Gb Dumpsters   | Port Neches   | TX    | Dumpster Rental  |               |
| GK MECHANICAL INC  | Houston       | TX    | Debris Removal   | SB            |
| Globalize American Safety - LLC                                      | Richmond      | TX    | Debris Removal   | SB, SDB, WO   |
| GMC Construction   | Los Fresnos   | TX    | Construction, Debris Removal   |               |
| Gold Star Contracting  | Garland       | TX    | Debris Removal, Blue Roof  | SB, WO        |
| Goodnight Services Corp, LLC   | Salado        | TX    | Emergency Road Clearance, Debris Removal - Land, Tree Trimming and Removal, Stump Removal, Mulch Haul Out, Grinding, Roofing - Temporary (Blue Roof) | SB, WO        |
| Green Cares Lawn Care  | Katy          | TX    | Debris Removal, Tree Trimming  | SB            |
| Haul Pros USA  | Houston       | TX    | Debris Removal   | SB            |
| Hennigan Junk Removal & Hauling, LLC Dba JDog Junk Removal & Hauling | Colleyville   | TX    | Debris Removal   | WO            |
| High Quality Landscape Services                                      | Dallas        | TX    | Debris Removal, Tree Trimming  |               |
| Highway ITS  | Cedar Hill    | TX    | Construction   | HUB, SB       |
| Home Automation & Design   | Longview      | TX    | Debris Removal   |               |
| HTMS Inc   | Conroe        | TX    | Debris Removal, Other Services   | SB            |
| Hurricane Demolition LLC   | Fresno        | TX    | Debris Removal   | SB            |
| Hyco Recovery Clean Up   | Houston       | TX    | Debris Removal, Construction, Other Services   | HUB, SB       |
| I.K. Hofmann USA, Inc.   | Houston       | TX    | Construction   | SB            |
| Ice Company Of Texas   | Hillsboro     | TX    | Debris Removal   | SB            |
| Integrated Environment LLC   | Austin        | TX    | Debris Removal, Emergency Road Clearance, Mulch Haul Out, Site Work, Marine Debris, HHW Removal  | HUB, MBE, SDB |
| Integrity Truckline LLC  | Houston       | TX    | Debris Removal   | SB            |
| J And J Custom Tree Service  | Montgomery    | TX    | Debris Removal   | SB            |



City of League City  
RFP 22-024 Debris Management Services

| Company   | City           | State | Scope of Work  | Certs            |
|---|----------------|-------|--|------------------|
| J&S Valve, Inc.   | Huffman        | TX    | Debris Removal   | WBE              |
| Jagged Edge Right of Way & Tree Service dba J&L right of Way & Tree Service | Golden         | TX    | Debris Removal   |                  |
| James W Turner Construction, Ltd.   | Tomball        | TX    | Debris Removal, Blue Roof, Construction  |                  |
| JD Services   | Hillsboro      | TX    | Debris Removal   |                  |
| Jefferson Mowing  | Houston        | TX    | Debris Removal   |                  |
| Jet Blast, Inc.   | San Angelo     | TX    | Emergency Road Clearance, Debris Removal - Land, Tree Trimming and Removal, Stump Removal, Sand Screening, Mulch Haul Out, Grinding, Site Management, Equipment Only | VO               |
| Jet Force Tree Service  | San Antonio    | TX    | Debris Removal   | SB               |
| Jim & Sons  | Fort Worth     | TX    | Asphalt/ Paving  |                  |
| JJ Construction Clean-up & Demolition                                       | Houston        | TX    | Debris Removal   | SB               |
| John-Mc Enterprises   | Pearland       | TX    | Debris Removal   | SB, WO           |
| Jolly Homes And Construction  | Katy           | TX    | Debris Removal, Construction   | SB, WO           |
| K Bar Ag Services, LLC  | Mason          | TX    | Debris Removal   | HUB, SB, SDB, WO |
| KEE Concrete And Construction, Inc.   | Fort Worth     | TX    | Debris Removal   | SB, WO           |
| Kelco   | Chireno        | TX    | Debris Removal   | SB               |
| Klement Distribution, Inc.  | Decatur        | TX    | Debris Removal   | WBE              |
| KNQ Seven Star Trucking LLC   | Katy           | TX    | Debris Removal   |                  |
| L-S Construction  | Tyler          | TX    | Construction, Debris Removal   |                  |
| L. Dunn & Company   | Malakoff       | TX    | Debris Removal, Blue Roof, Construction  | SB               |
| LARTOM INC.   | Missouri city  | TX    | Debris Removal   | SB               |
| Lazy GI Trucking, LLC   | Fort Worth     | TX    | Debris Removal   | SDVO, VO         |
| Leathered Wood LLC  | Groveton       | TX    | Debris Removal, Tree Trimming  | SB               |
| LGT Disaster Services   | FT Worth       | TX    | Debris Removal, Emergency Road Clearance, Tree Trimming & Removal  |                  |
| Lichtco Construction  | Freer          | TX    | Debris Removal, Construction   | HUB, SB          |
| Lloyd Electric  | Plano          | TX    | Debris Removal, Construction   | SB, VO           |
| Loamtech  | Fredericksburg | TX    | Debris Removal   |                  |
| Lodging Solutions Emergency Services  | Houston        | TX    | Sleep Tents, Mobile Shower, Food Service   |                  |
| LTL Enterprises Inc.  | Anahuac        | TX    | Debris Removal   | SB               |



City of League City  
RFP 22-024 Debris Management Services

| Company   | City          | State | Scope of Work  | Certs       |
|---|---------------|-------|--|-------------|
| M&M Protection  | La Porte      | TX    | Debris Removal, Blue Roof, Construction  | SB          |
| M5 Texas Enterprises, LLC   | Weslaco       | TX    | Debris Removal   | 8a, HUB, SB |
| Michael Keys LLC  | Azle          | TX    | Debris Removal   | SB, VO      |
| Mid-Coast Services  | Needville     | TX    | Debris Removal   |             |
| Milos Construction  | Houston       | TX    | Debris Removal, Construction   |             |
| Milton Motors   | Houston       | TX    | Other Services   | SB, WO      |
| MKV Debris Removal, LLC   | Lufkin        | TX    | Debris Removal   | SB, WO      |
| Mow Better  | Longview      | TX    | Debris Removal, Construction   | SB          |
| MW Banks dba MBA Services   | Borger        | TX    | Debris Removal   |             |
| New Heights Tree Service, Inc.                                    | China Grove   | TX    | Debris Removal   |             |
| New Masada Environmental LLC                                      | Houston       | TX    | Debris Removal   | SB          |
| NIA Construction Services   | Missouri City | TX    | Construction   |             |
| Nolan Star Trucking, LLC  | Richmond      | TX    | Construction, other services, suppliers and material providers   | SDB         |
| Not A Company   | Cedar Park    | TX    | Debris Removal   |             |
| On Guard Veteran Services - OGVs LLC                              | Eubss         | TX    | Debris Removal, Blue Roof, Construction, Other Services  | SDVO        |
| On Point Unlimited  | Houston       | TX    | Debris Removal   | MBE, SB     |
| Pacific Excavations   | Houston       | TX    | Debris Removal   | SB          |
| Palomar Modular Buildings LLC                                     | Desoto        | TX    | Construction   | SB, VO      |
| Pee Jay's Hauling   | Bryan         | TX    | Debris Removal   | SB          |
| Phillips Industries   | Junction      | TX    | Debris Removal, Construction, Other Services   |             |
| Phoenix Disaster Recovery, LLC                                    | Houston       | TX    | Debris Removal   |             |
| Pioneer Fasteners & Tools, Inc.                                   | Euless        | TX    | Debris Removal   | WBE         |
| PL Consultants  | Porter        | TX    | Disaster Response  | HUB, SDVOSB |
| Practical Recovery Solutions LLC dba Practical Staffing Solutions | Houston       | TX    | Emergency Road Clearance, Debris Removal - Land, Tree Trimming and Removal, HHW Removal, Personnel - Field Management, Personnel - Field Quality Control, Personnel - Field Admin, Roofing - Temporary (Blue Roof) |             |
| Precision Disaster Services, LP                                   | Driftwood     | TX    | Site Management, Personnel - Field Management, Personnel - Field Quality Control, Personnel - Field  |             |



City of League City  
RFP 22-024 Debris Management Services

| Company                                      | City        | State | Scope of Work  | Certs         |
|--|-------------|-------|--|---------------|
|  |             |       | Admin, Roofing - Temporary (Blue Roof)   |               |
| Presidio Roofing                             | Carrollton  | TX    | Blue Roof  | SB            |
| Prestige Scrap & Metal Inc                   | Houston     | TX    | Recycling  | SB            |
| Professional Cleaning & Maintenance Services | Houston     | TX    | Debris Removal, Tree Trimming  | HUB, SB, SDB  |
| Pryor's Services                             | Hurst       | TX    | Debris Removal   | SB            |
| PSI Hydraulics                               | Spring      | TX    | Other services   |               |
| Q Recycling & Construction Services Inc.     | Houston     | TX    | Debris Removal, Construction   | HUB, SB, SDB  |
| R Soto Transportation                        | Brownsville | TX    | Disaster Recovery  |               |
| R&A Environmental Services LLC               | Poth        | TX    | Emergency Road Clearance, Debris Removal - Land, HHW Removal, Site Management, Personnel - Field Management, Personnel - Field Quality Control, Personnel - Field Admin, Roofing - Temporary (Blue Roof), Decontamination - Biohazard, Decontamination - Asbestos/Lead |               |
| R2M Engineering, LLC                         | Amarillo    | TX    | Engineering, Surveying   | DBE, SB       |
| Rainbow International of Webster             | Friendswood | TX    | Water Remediation, Mold Remediation  |               |
| Rapid Environmental Services Llc             | Deer Park   | TX    | Debris Removal   | SB            |
| RCS Cleanup Services                         | Mesquite    | TX    | Debris Removal   |               |
| Red River Company                            | Brookside   | TX    | Debris Removal, Construction   |               |
| Red River Recovery LLC                       | Round Rock  | TX    | Debris Removal, Construction   | SB            |
| Redline Transport & Services                 | Longview    | TX    | Debris Removal, Construction, Other Services   | SB            |
| Rhodes Tree Service                          | Lufkin      | TX    | Debris Removal, Tree Trimming  |               |
| RM Cox                                       | Dawson      | TX    | Debris Removal   | SB            |
| Rufus Tree Inc.                              | Houston     | TX    | Debris Removal, Tree Trimming  | SB            |
| Samson Land Clearing                         | Nacogdoches | TX    | Debris Removal   | SB            |
| Sanford Dirt Work And Land Clearing          | Diboll      | TX    | Debris Removal   | SB            |
| Separation Systems Consultants               | Houston     | TX    | Debris Removal   | DBE, HUB, WBE |
| Shoel Brashear                               | Huntington  | TX    | Emergency Road Clearance, Debris Removal - Land, Tree Trimming and Removal, Stump Removal, HHW Removal, Mulch Haul Out, Grinding, Site Management,   | WBE           |





City of League City  
RFP 22-024 Debris Management Services

| Company                                | City          | State | Scope of Work  | Certs        |
|--|---------------|-------|--|--------------|
|  |               |       | Personnel - Field Management,<br>Roofing - Temporary (Blue Roof)   |              |
| Siller Preferred Services LLC          | Round Rock    | Tx    | Debris Removal, Personnel, Demolition  | HUB, WO      |
| Simply Smart Solutions, LLC            | Humble        | TX    | Debris Removal   | SB, VO, WO   |
| Sleigo Enterprises LLC                 | Seven Points  | TX    | Debris Removal   | SB, VO       |
| Smart Tree Solutions, Inc.             | Grand Prairie | TX    | Snow Removal, Debris Removal, Blue Roof, Construction, Other Services  |              |
| Son-Way Agri Products                  | Center        | TX    | Construction   | SB           |
| Southern Global Safety Services        | Alvin         | TX    | Disaster Recovery  | WBE          |
| Spec's                                 | Houston       | TX    | Debris Removal   | SB           |
| Specialized Maintenance Services, Inc. | Pasadena      | TX    | Debris Removal, Tree Trimming  | WO           |
| Sprint Sand and Clay LLC               | Richmond      | TX    | Debris Removal   |              |
| Stafford Disaster Relief, Inc.         | Missouri City | TX    | Emergency Road Clearance, Debris Removal - Land, Tree Trimming and Removal, Personnel - Field Management, Personnel - Field Admin  |              |
| Stallion Trucking                      | Katy          | TX    | Debris Removal   | SB, SDVO, VO |
| Steele Custom Hay                      | Stinnett      | TX    | Other Services   | SB           |
| Stone Mountain                         | Houston       | TX    | Snow Removal, Debris Removal   | SDVO, VO     |
| StrongArm                              | Houston       | TX    | Debris Removal   | SB           |
| STS Manufacturing                      | Brownsville   | TX    | Debris removal   | SB           |
| Studio Balcones                        | Austin        | TX    | Debris Removal   | WBE          |
| Sun Packing, Inc.                      | Houston       | TX    | Debris Removal, Other Services   | SB           |
| T & N Fence Construction               | Daingerfield  | TX    | Emergency Road Clearance, Debris Removal - Land, Tree Trimming and Removal, Stump Removal, Grinding, Site Management, Personnel - Field Management, Personnel - Field Quality Control, Roofing - Temporary (Blue Roof) |              |
| Taylor Timber                          | San Augustine | TX    | Emergency Road Clearance, Debris Removal - Land, Tree Trimming and Removal   | SB, WOSB     |
| TCB Services                           | Houston       | TX    | Disaster Recovery  |              |
| Tejas Destructors                      | Leander       | TX    | Demolition, Abatement  |              |
| Texas Aggregate Solutions              | Spring        | TX    | Trucking, Hauling  |              |
| Texas Dozer / Septico                  | Willis        | TX    | Debris Removal, Construction   | SB           |



City of League City  
RFP 22-024 Debris Management Services

| Company                                      | City           | State | Scope of Work  | Certs                |
|--|----------------|-------|--|----------------------|
| The Good Guys Harvey Clean Up                | Houston        | TX    | Debris Removal, Tree Trimming  |                      |
| The Houston Launch Pad                       | Houston        | TX    | Debris Removal, Construction   | SB                   |
| THR Enterprises Inc - JNE                    | Houston        | TX    | Debris Removal, Tree Trimming & Removal, Site Management, Personnel. Roll Offs   | HUB, SB, WO          |
| TLC Trucking & Contracting, Inc.             | Hockley        | TX    | Debris Removal, Construction   |                      |
| TMB Freedom Contracting Service LLC          | Channelview    | TX    | Debris Removal, Construction   | HUB, SB              |
| Tonyhdz                                      | Saginaw        | TX    | Debris Removal, Construction   | SB                   |
| Top Gun Top Dog, Inc.                        | Leonald        | TX    | Disaster Recovery  | HUB, WOSB            |
| Top Service Repair                           | Mission        | TX    | White Goods  |                      |
| Torres Dumptruck Serv.                       | Houston        | TX    | Debris RemovalSuppliers and Material Providers   | SB                   |
| Transoceanic Projects & Development Co. Inc. | Houston        | TX    | Debris Removal, Construction, Other Services   | SB                   |
| Tri-County Clean Up                          | Mount Pleasant | TX    | Debris Removal, Tree Trimming  | SB                   |
| Trinity Freight Services, LLC                | Fresno         | TX    | Hauling  | 8a, HUB, SB, SDB, WO |
| TrueBilt Construction Services               | Devine         | TX    | Construction   | SB                   |
| Trumble Construction                         | Texarkana      | TX    | Construction, Blue Roof  |                      |
| TSI SERVICES,LLC                             | League City    | TX    | Blue Roof, Construction  | SB, WO               |
| Twin Alonzo Investments LLC                  | Pflugerville   | TX    | Emergency Road Clearance, Debris Removal - Land, Debris Removal - Marine, Tree Trimming and Removal, Stump Removal, Mulch Haul Out |                      |
| Twisted Root Services LLC                    | Conroe         | TX    | Emergency Road Clearance, Debris Removal, Tree Trimming & Removal, Stump Removal, Mulch Haul Out, Site Management                  |                      |
| Tycoon Transport And Logistics, LLC          | Spring         | TX    | Hauling  | WOSB                 |
| Ultra Lane, Ltd.                             | Lufkin         | TX    | Debris Removal   |                      |
| Versabucket, LLC                             | Humble         | TX    | Debris Removal   | SB                   |
| Veteran Removal Services                     | New Braunfels  | TX    | Debris Removal,Suppliers and Material Providers, Blue Roof, Construction, Other Services   | SB, VO               |
| Villa Carpentry Tx                           | Dallas         | TX    | Construction   |                      |
| Vitela Investments,LLC                       | Houston        | TX    | Snow Removal, debris Removal   |                      |





City of League City  
RFP 22-024 Debris Management Services

| Company                           | City            | State | Scope of Work  | Certs   |
|-----------------------------------|-----------------|-------|--|---------|
| W&F Hauling and Cleaning Services | Houston         | TX    | Debris Removal   |         |
| Wall To Wall Construction, Llc    | Killeen         | TX    | Construction, Other Services   | SB, SDB |
| Wattell Tractor Service           | Houston         | TX    | Tree Trimming, Debris Removal  | SB      |
| We-Approach Safety                | Baytown         | TX    | Safety   | SB, VO  |
| Weigelt Enterprises               | Dripping Spring | TX    | Debris Removal   |         |
| Whittaker Lane Contracting, LLC   | San Antonio     | TX    | Debris Removal, Construction   |         |
| Wright Construction Group         | Austin          | TX    | Debris Removal, Site Management, Demolition  |         |
| WWF Debris Removal, LLC           | Houston         | TX    | Debris Removal   | HUB, SB |
| Ygriega Environmental Services    | Edinburg        | TX    | Debris Removal, Emergency Road Clearance, Stump Removal, Site Management, Demolition | HUB, SB |

## Ceres Environmental, Inc. Master Subcontract Agreement

This Master Subcontract Agreement ("Subcontract") between CERES ENVIRONMENTAL, INC. doing business as Ceres Environmental Operations ("Contractor" or "CEO"), a Florida corporation, whose principal office is located at 6972 Professional Parkway E., Sarasota, FL 34240 and ("Subcontractor"), \_\_\_\_\_, whose principal office is located at \_\_\_\_\_,

collectively, the "Parties," is made and entered into as of the date of Contractor's execution hereof (the "Effective Date").

PRIME CONTRACTOR: CERES ENVIRONMENTAL SERVICES, INC.

PROJECT: Disaster Recovery 2022-2024

The Authorized Contractor Representatives for all purposes contemplated in this Subcontract are David McIntyre, Tia Laurie, and the properly authorized individual who executes this Subcontract on behalf of Contractor. Only Authorized Contractor Representatives shall have authority to amend the terms of this Subcontract on behalf of Contractor. If someone other than David McIntyre or Tia Laurie executes this Subcontract, then the Ceres Board of Directors Resolution authorizing this person to sign this Subcontract shall be attached. This Subcontract is not effective unless and until this Resolution is attached.

For and in consideration of the Subcontract Amount (as defined in Article 5 herein) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Contractor and the Subcontractor agree to the following:

### ARTICLE 1 – SCOPE OF WORK

1.1 Subcontractor shall perform and furnish all labor, supervision, materials, equipment, transportation, storage, permits, licenses and all other things necessary to execute and complete the Work identified and described in Exhibit A attached hereto (the "Work"). Subcontractor shall perform the Work in a good and workmanlike manner strictly in accordance with the Subcontract and the Contract Documents defined in Article 2.

Contractor shall have no obligation to compensate Subcontractor for any work not reflected within Exhibit A and/ or agreed to in advance and in writing pursuant to Article 9. All work will be directed by Contractor and no payments shall be made except for work performed as directed by Contractor. Contractor may, at its own discretion, provide a Project Manager and one or more additional persons (safety, quality control) who will administer the Contract and Subcontract for the Contractor's sole benefit.

1.2 Subcontractor will furnish at its sole cost and expense all shop drawings, erection drawings, field use drawings, permits, samples, reports and any other services necessary to perform and fully complete the Work. Subcontractor will obtain at its sole cost and expense all necessary work permits from all authorities having jurisdiction over the Project and obtain final inspection for the Work as required by such authorities.

1.3 Contractor will decide, in its own discretion, the amount of work assigned to Subcontractor. Except as otherwise provided in Article 9, Subcontractor shall not be entitled to any additional work beyond the Work referenced in Exhibit A.

## ARTICLE 2 – DOCUMENTS GOVERNING SUBCONTRACTOR'S OBLIGATIONS

2.1 The Subcontractor shall be bound by the Subcontract and the Contract Documents (collectively “Subcontract Documents”), as those terms are defined in this Article 2. The Subcontract consists of this Master Subcontract Agreement, Ceres Subcontract Agreement with Ceres Environmental Services, Inc., the Contract with Owner, and the following attached Exhibits which are incorporated into this Subcontract by reference:

|            |   |
|------------|---|
| Exhibit A: | Subcontractor's Scope of Work and Pricing   |
| Exhibit B: | Listing of Project plans and specifications |
| Exhibit C: | Waivers for Progress & Final Payments       |
| Exhibit D: | Performance Schedule (if applicable)        |
| Exhibit E: | [Reserved]                                  |

2.2 The Contract Documents shall include the following:

- The prime contract between the Owner and Prime Contractor (hereinafter the “Prime Contract”);
- All Project plans and specifications issued by or on behalf of the Owner including, but not limited to, general, special and supplemental conditions as detailed in Exhibit B; and
- All subsequently and duly issued addenda and modifications to such Contract Documents.

The Contract Documents are available for examination and/ or copying by Subcontractor at all reasonable times at the office of Prime Contractor. By executing this Subcontract, Subcontractor represents and agrees that it adequately investigated the nature and conditions of the Project site and locality; has familiarized itself with labor availability and conditions affecting the difficulty of the Work; and has entered into this Subcontract based on its own examination, investigation and evaluation and not in reliance upon any opinions or oral representations of Contractor. With respect to the Work, Subcontractor agrees to be bound to the Contractor by the terms and conditions of the Contract Documents and this Subcontract and hereby assumes toward the Contractor all of the duties, obligations and responsibilities that Prime Contractor has, by the Contract Documents, assumed toward the Owner.

2.3 Any subsequent modifications to the Subcontract and Contract Documents which are incorporated pursuant to Article 9 shall be incorporated herein to the same extent as set forth above.

2.4 The Subcontract and Contract Documents set forth in Sections 2.1 and 2.2 are complimentary. In the event of any irreconcilable difference between the Subcontract and any other of the Contract Documents, this Subcontract shall control. Specific provisions shall govern over the general provisions. Any ancillary work that may reasonably be inferred from the Subcontract and Contract Documents as being required to perform and complete the Work for which Subcontractor undertakes herein shall be supplied, whether or not it is specifically listed or otherwise required.

2.5 The Subcontractor is in all respects an independent contractor. Subcontractor shall have no authority to bind the Contractor or Ceres Environmental Services, Inc. ("Prime Contractor") by any statement, representation, or promise of any kind. The Subcontractor shall not interfere with the Prime Contractor's relationship with the Owner nor any other entity or person, and the Subcontractor shall not deal directly with the Owner without prior written authorization from the Prime Contractor. Subcontractor's ability to perform Work under this Subcontract is expressly conditioned upon Owner's approval and acceptance of Subcontractor. If Owner fails to approve the Subcontract or Subcontractor, then this Subcontract shall be voided.

### ARTICLE 3 - OBLIGATIONS OF CONTRACTOR

3.1 Contractor shall in good faith undertake to fulfill all obligations of Contractor to Subcontractor in a manner consistent with the Subcontract Documents.

3.2 The Contractor shall transmit to the Subcontractor, with reasonable promptness, all submittals, transmittals, and written approvals relative to the Subcontractor's Work.

3.3 The Contractor shall manage the Project logistics to permit Subcontractor access to the Project in accordance with the Subcontractor's Schedule (as defined in Section 4.3 herein), if any.

3.4 The Contractor shall expeditiously pursue conflict resolutions so as to minimize, to the extent possible, the impact on Subcontractor's performance of its obligations.

3.5 The Subcontractor is entitled to request through the Contractor any information or services required for the Subcontractor's performance of the Work which is under the Owner's control. The Contractor, however, does not warrant the accuracy or completeness of the information provided by the Owner.

### ARTICLE 4 - OBLIGATIONS OF SUBCONTRACTOR

4.1 Subcontractor agrees to commence the Work when directed by Contractor and to diligently and continuously prosecute such Work and to coordinate the Work with other work performed on the Project so that Contractor shall not be delayed in completion of the Project by any act or omission of Subcontractor performing and completing its Work within the time(s) specified in the Performance Schedule, Contract Documents, or Schedule referenced in Section 4.3, as applicable.

4.2 Prior to commencing Work, Subcontractor shall provide Contractor with a list of all subcontractors, suppliers or other entities (collectively "Sub-subcontractors") Subcontractor has retained, or intends to retain, to assist in Subcontractor's performance of the Work. Subcontractor shall promptly notify Contractor of additional Sub-subcontractors retained during the course of the Project. Subcontractor understands and agrees that Contractor shall have the right to reject any Sub-subcontractor, either before or during the performance of Subcontractor's Work. Upon receipt of written notice of Contractor's rejection, Subcontractor shall immediately remove Sub-subcontractor from the Project and shall have no entitlement to payment for Sub-subcontractor's work after the date of such written notice. This provision is a material provision of this Subcontract and Contractor shall have the right to withhold monies until Subcontractor has fully complied with this provision.

4.3 In addition to Subcontractor's obligations under Section 4.2 and Section 6.9, Subcontractor shall not assign responsibility for the performance of its Work or Subcontract obligations to any third party without obtaining written consent of an Authorized Contractor Representative.

Subcontractor agrees that this Subcontract shall be freely assignable by the Contractor and agrees to perform or continue to perform Subcontractor's obligations for the assignee subject to assignee's fulfillment of all Contractor's obligations hereunder.

4.4 Time is of the essence of this Subcontract and Subcontractor, in agreeing to complete the Work within the times and sequences herein mentioned, has taken into consideration and made allowances for all the hindrances and delays incident to the Work, including but not limited to inclement weather.

4.5 If requested by Contractor, Subcontractor shall develop a schedule (the "Schedule") that conforms to the overall Project Performance Schedule and Project completion date. Subcontractor shall participate and cooperate in scheduling the times and sequences required in performing Subcontractor's Work and shall perform its Work in accordance with the Schedule including all amendments thereto. Subcontractor shall continuously monitor its Schedule and advise Contractor of the status of Subcontractor's progress on a regular basis, including information on the status of shop drawings, samples, submittals and materials or equipment which may be in the course of preparation or manufacture. In the event that critical path method or any other project planning and control technique is used, Subcontractor shall comply with all requirements resulting from use of the technique as to start, completion and phasing of Work on the Project. Subcontractor is responsible for making all changes to the schedule as required by the Contractor and Owners.

4.6 Subcontractor shall immediately (within twenty-hour hours) notify Contractor of any circumstances that may affect times and sequences in the Schedule, and shall immediately make all requests for extensions of time, in writing to Contractor.

4.7 If Subcontractor is responsible for any Project delays, Subcontractor shall pay Contractor for all costs and damages suffered by Contractor as a result of such delays, including, without limitation, any liquidated damages assessed by the Owner.

4.8 In the event that Subcontractor's performance of the Work is delayed, impacted or interfered with, for any reason and for any period of time, by acts or omissions of Owner, Contractor or other subcontractors, Subcontractor may request an extension of time for performance of the Work, if such request is presented, in writing, no later than ten (10) business days from the date of the delaying event. Subcontractor shall not be entitled to any increase in the Subcontract Amount or to damages or additional compensation as a consequence of such delays, impacts or interferences contemplated in this Section 4.8, except to the extent that Contractor is entitled to compensation for such delays, impacts or interference and then only to the extent of any amounts that Contractor may, on behalf of Subcontractor, actually recover from Owner.

4.9 Any time Subcontractor is behind Schedule in its Work as a result of acts or omissions by Subcontractor or as a result of delays for which Subcontractor is not entitled to an extension (including, without limitation, delays for which Subcontractor has failed to notify Contractor in accordance with Section 4.8), Subcontractor shall, upon request, provide Contractor with a recovery schedule and supply additional labor, supervision and equipment, perform overtime work, and do everything necessary to bring its Work back on Schedule pursuant to such recovery schedule and at Subcontractor's sole expense.

4.10 Subcontractor shall ensure that all employees, Sub-subcontractors and other individuals retained to work on the Subcontractor's behalf shall physically report to Subcontractor's

designated on-site Project supervisor or foreman each day prior to commencing any Work. The purpose of such daily reporting shall be to ensure that all on-site personnel receive any Project updates including but not limited to those involving Project scheduling or scope changes and site safety. Daily work report forms shall be completed by Subcontractor and turned in at the Contractor's Project office at the end of each work day. Subcontractor's Project supervisor or foreman shall attend meetings as scheduled by Contractor's Project superintendent for the purpose of coordinating and scheduling all activities on the Project.

4.11 Subcontractor acknowledges that the Project will be constructed, and work performed, utilizing many other employers, suppliers and vendors providing supplies and materials, who may or who may not, be party to, or signatory to, collective bargaining agreement(s).

4.11.1 Subcontractor represents and warrants that, if it is party to collective bargaining agreements(s), such agreement(s) contain "no strike" clauses, or affirmatively provide that hiring, termination and actions of employers other than Subcontractor do not provide a basis to strike, for a labor dispute, or for slowdown or work stoppage by Subcontractor's employees.

4.11.2 If Subcontractor is a party to any collective bargaining agreement(s), Subcontractor shall deliver copies of such agreement(s) to Contractor's Project office within twenty-four (24) hours of receipt of such written request.

4.11.3 Subcontractor represents and warrants that it has no reason to believe that the execution of this Subcontract and its working on this Project will, or could, give rise to any work stoppage, slowdown, strike or labor dispute on the Project.

4.11.4 Subcontractor shall at all times take all legal action necessary to prevent and avoid all work stoppages, slowdowns, strikes or labor disputes by its employees. In an event of any work stoppage or slowdown by Subcontractor's employees, Subcontractor shall within twenty-four (24) hours or as soon as legally permissible, take all legal action permitted by collective bargaining agreements or by law to expedite complete resumption the of Work on the Project.

4.11.5 In the event of any strike, picket, sympathy strike, work stoppage or other form of labor dispute at the Project, no matter at whom directed, Subcontractor agrees to diligently and continuously prosecute its Work under this Subcontract without stoppage, hindrance, delay, interruption, or slowdown, whatsoever. In the event Subcontractor fails to diligently continue its Work, without interruption or delay, due to any of such events, the Contractor, in addition to damages and all other rights it has under this Subcontract and at law, may terminate this Subcontract after giving Subcontractor forty-eight (48) hours written notice of its intent to do so for failure to properly staff the Project and violation of this provision.

4.12 Subcontractor agrees at its own expense: (1) to take all necessary precautions to protect the work of other trades from any damage caused by Subcontractor's operations; and (2) to watch over, care for and protect from damage or injury, by any cause whatsoever, all of Subcontractor's Work, complete or otherwise, and all of its materials, supplies, tools and equipment at or near the Project. Subcontractor agrees, without loss or damage to Contractor, to make good any loss or damage to any and all such Work, materials, supplies, tools, and equipment up to the final acceptance of the entire Project by the Owner.

4.13 Subcontractor shall be responsible for the safety of its operations and its employees and shall take all reasonable safety precautions with respect to its Work. Subcontractor shall comply with all safety policies and procedures initiated by Contractor for the Project, including Contractor's policy regarding drugs, alcohol and controlled substances and shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property, including, but not limited to, the Federal Occupational Safety and Health Act (OSHA). Subcontractor shall immediately notify Contractor of any injury to any of the Subcontractor's employees. Subcontractor shall require its personnel to attend any safety meetings Contractor might conduct and direct Subcontractor to attend.

4.13.1 Subcontractor agrees that in performing its Work, it will not create, use or dispose of any hazardous chemicals or substances in an unlawful or hazardous manner and shall be solely responsible for the lawful, proper and safe handling, storage and removal of all hazardous wastes, chemicals and substances which are introduced to the Project, or removed from the Project, by Subcontractor's operations. The term "hazardous waste, chemicals or substances" shall mean those materials and substances prohibited, proscribed, or the use of which is controlled, by any agency of the federal government or the applicable state or local agency having jurisdiction of such matters. Subcontractor shall comply with all federal, state and local regulations dealing with the use, storage or disposal of all hazardous wastes, chemicals and substances. Subcontractor shall be responsible for any and all claims and damages resulting from the use, handling and storage and removal and disposal of such hazardous wastes, chemicals or substances from the Project, and will defend and hold Contractor harmless, in accordance with Article 12 herein, from any and all liability associated with such use, handling, storage, removal and disposal including all associated attorneys' fees and costs of all clean-up operations wherever and whenever required by any governmental authority or Contractor.

4.13.2 To the extent applicable to Subcontractor's Work, Subcontractor shall be responsible for managing and controlling any storm water runoff or soil disturbances that result from the performance of the Work at the Project site.

4.14 Subcontractor shall make timely payment to all employees, Sub-subcontractors and other individuals retained to work on the Subcontractor's behalf for all labor, services, supplies and equipment relating in any way to Subcontractor's Work. If, at any time, the Contractor shall have cause to believe that Subcontractor has failed to make payments as provided herein, Contractor may, in its sole discretion, pay the Sub-subcontractors and any employees working on the Project either directly and deduct such payment(s) from amounts owed to Subcontractor or, alternatively, pay Sub-subcontractors by joint check with Subcontractor. In such instance, Contractor will pay for all work properly performed, documented and invoiced by the Subcontractor. Subcontractor is responsible for verification, and submission to the Contractor, of the invoices for the work of its Sub-subcontractors as well as its payrolls. This provision creates no rights in Third Parties and is for the sole and exclusive benefit of Contractor and any Surety of Contractor.

4.15 Subcontractor warrants that all materials and equipment utilized in the performance of the Work on the Project shall be in good working order and in compliance with all local, state and federal safety requirements. All loads shall be covered with tarps at Subcontractor's sole cost and expense. These warranties shall be in addition to and not a limitation of any other warranty or remedy provided by law or by this Subcontract. Subcontractor hereby agrees to provide all warranties and guarantees to Owner for its Work required by the Owner under its agreement with the Contractor.



4.16 Subcontractor shall give all notices and comply with all codes, laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. Subcontractor shall secure and pay for all costs and expenses to perform the Work including, without limitation, bond premiums, permits, fees and licenses necessary for the execution of the Work, and all federal, state and local taxes in connection with the Work, and Subcontractor agrees that all costs thereof are included in the Subcontract Amount. When required by Contractor, Subcontractor will furnish satisfactory evidence showing that all such payments have been made. Subcontractor shall promptly review the Subcontract Documents and report in writing to Contractor any variance with codes, laws, ordinances, rules and regulations, and without having given such notice to the Contractor, Subcontractor shall assume full responsibility therefore, and shall bear all costs and damages attributable thereto.

4.17 Subcontractor shall comply with federal, state and local tax and labor laws, Social Security acts, Unemployment compensation acts and Workers' Compensation acts, insofar as applicable to the performance of the Work including, but not limited to, the Fair Labor Standards Act, the Service Contract Act and the Davis Bacon Act to the extent that these laws apply to the Work. Subcontractor acknowledges and confirms that Subcontractor and all of its lower tier subcontractors have received and will abide by any wage determinations applicable to the Project, as well as any labor provisions in Prime Contractor's contract with the Owner which are applicable to Subcontractor's Work. Subcontractor shall comply with all procedures rules and regulations with regard to nondiscrimination issued or to be issued by any federal, state or local government or agency, including the Equal Employment Opportunity Commission, insofar as they may apply to the Work. If either the Davis Bacon Act, Service Contract or other minimum wage law applies to the Work, the Subcontractor shall submit certified payrolls to the contractor by the Wednesday of the following week to the Contractor. Submission of these payrolls is a precondition to payment.

4.17.1 Subcontractor shall comply with all equal employment opportunity and affirmative action requirements promulgated by any governmental authority, including, without limitation, the requirements of the Civil Rights Act of 1964, as amended; Presidential Executive Orders No. 11246 as amended, 11478 as amended, and 13496, as may be amended; the Americans with Disabilities Act of 1990, as amended; and the Family and Medical Leave Act of 1993. Subcontractor must comply with all applicable Laws governing employment, including, but not limited to, all Fair Labor Standards Act provisions applying to the Work.

4.17.2 Subcontractor shall fully indemnify, hold harmless and defend Contractor against any and all penalties, fines and any other form of reprimand for any violation(s) of Subcontractor's (or Subcontractor's lower tier subcontractors') obligations under federal and state labor laws. At its sole option, Contractor shall be entitled to withhold Progress Payments or Final Payment otherwise due under Articles 6 and 7 in amounts necessary to off-set any and all costs incurred by Contractor as a result of Subcontractor's (or Subcontractor's lower tier subcontractors') violation(s) of federal and state labor laws.

4.18 Subcontractor hereby represents and acknowledges that it has reviewed and inspected all of the documents incorporated into this Subcontract as set forth in Section 1.1. and has identified no issues that might impact Subcontractor's ability to perform the Work as required in such documents. Subcontractor has investigated and satisfied itself as to the conditions affecting the Work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, the type of equipment and facilities needed to perform the Work, and seasonal weather conditions, variances in river stages and/or tides, and

similar physical and natural conditions at the Project, as well as an labor requirements to include any local area practices. Subcontractor has further satisfied itself as to the surface and subsurface conditions of the Project from an inspection of the Project including any exploratory work done by the Owner and Contractor, as well as from information presented by the plans, drawings and specifications made a part of this Subcontract. Any failure by Subcontractor to acquaint itself with the available information will not relieve it from responsibility for estimating properly the difficulty or cost of successfully performing the Work and will not relieve it from responsibility for performing the Work unclassified. Subcontractor acknowledges that it has conducted a site visit and viewed first-hand the project conditions. Contractor assumes no responsibility for any conclusions or interpretations made by Subcontractor on the basis of any information made available by the Owner or Contractor.

4.18.1 If the Subcontractor determines that any conditions to which its Work is to be applied or affixed is unsatisfactory or unsuitable, or that could adversely affect the Work, written notification of said condition shall be given to Contractor prior to the conditions being disturbed. In the absence of written notification to Contractor, the Subcontractor shall be deemed to have accepted the Project conditions for all purposes.

4.19 To the extent permitted by the laws of the state in which the Project is located, Subcontractor waives all rights related to and will save and keep the Project and the lands upon which it is situated free from all mechanic's liens and all other liens by reason of the Work or any labor, materials or other things used on the Project. If Subcontractor fails to remove any lien by bonding it or otherwise, Contractor may retain sufficient funds, out of the Subcontract Amount, to pay the same and all costs incurred by reason thereof, including, without limitation, attorneys' fees.

4.20 Subcontractor will clean up all debris occasioned by the Work performed hereunder and will at all times keep the Project premises clean. Any trash, debris, or liquid that poses a possible threat of fire or safety shall be removed from the premises immediately. If, after twenty-four (24) hours' notice by Contractor to Subcontractor, Subcontractor has not diligently proceeded with the clean-up as outlined in this section, then Contractor has the right to proceed with the clean-up work at Subcontractor's cost and expense.

4.21 Subcontractor shall cooperate with Contractor and other subcontractors whose work or responsibilities might interfere with Subcontractor's Work, and shall participate in the preparation of the Schedule and shall coordinate his operations in areas of congestion, specifically advising Contractor of any such interference.

4.22 All of Subcontractor's workmanship, materials, submissions, and samples shall be subject to the approval of Owner, Owner's Agent and Contractor.

4.23 Subcontractor understands that it has no exclusive right to any zones, work areas or other portions of the Project. Subcontractor understands that it is not entitled to any payment for mobilization or demobilization of its resources. Work areas may not be exclusive as determined in the sole discretion of Contractor. The Subcontractor shall not move from one designated work area until completed to the full satisfaction of Contractor.

4.24 Subcontractor shall be responsible for its layout and for the protection and preservation of all installed engineering data and layout points and shall take all necessary precautions to insure that said data is not damaged, destroyed, altered or changed. Re-engineering, if required, shall be performed at the Subcontractor's expense.

4.25 Subcontractor at its sole cost and expense shall be responsible for all repairs of damaged curbs, sidewalks, driveways, utilities, buildings, improvements, other constructions, electric transmission lines, water/sewer lines, lawn and landscape, roadways, and rights-of-way, whether public or private, damaged as a result of Subcontractor's Work. Subcontractor is solely responsible for any damage caused by its employees or lower tier subcontractors. In addition to any other remedies provided to herein, Contractor may, in its sole discretion, repair any such damage and back charge the subcontractor the cost of the repair from any Progress or Final Payment.

4.26 Subcontractor shall require any and all of lower tier subcontractors to assume all obligations and responsibilities under the Subcontract Documents. Subcontractor shall provide Contractor with copies of all lower tier subcontracts.

4.27 Subcontractor shall furnish to Contractor in a timely fashion all information necessary for the preparation and submission by Contractor of any and all reports required by Owner for the Work.

4.28 If any design, device, material, or process covered by letters, of patent, or copyright is used by the Subcontractor, whether required or not, it shall provide for such use by suitable legal agreement with the owner of the patent or copyright, protecting the Contractor from and against all claims for infringement, and shall include the cost of such agreement in the Subcontract Amount. It shall be the duty of the Subcontractor, if so demanded by the Contractor, to furnish the Contractor with a copy of the legal agreement with the owner of the patent or copyright, and if such copy is not furnished when demanded, then Owner may, if it so elects, withhold any and all payments due to the Subcontractor until said legal agreement is furnished. The Subcontractor shall pay all royalties and license fees. The Subcontractor shall defend suits or claims for infringement of patent rights and shall hold the Contractor harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Subcontract Documents. If, however, the Subcontractor has reason to believe that the required design, process or product is an infringement of a patent, the Subcontractor shall be responsible for such loss unless such information is promptly furnished to the Contractor.

## ARTICLE 5 - THE SUBCONTRACT AMOUNT

5.1 Subject to the provisions of this Subcontract and as full consideration for complete performance of the Work and of all Subcontractor's obligations and representations under the Subcontract Documents, the Subcontract Amount is as set forth below.

① See Pricing Schedule (Exhibit A), hereinafter "Subcontract Amount".

As set forth in more detail in Article 2, the Subcontractor's scope of Work shall be limited to these contract line items unless otherwise agreed in advance in writing.

5.2 This Subcontract Amount shall be the total amount to which Subcontractor is entitled, except as may be amended by written Change Order or other provisions as set forth herein. Contractor may provide full-time personnel as Project Manager/Quality Control Manager, in a reasonable quantity acceptable to contractor. This/these personnel is/are provided solely for Contractor's benefit as Subcontractor is solely responsible for managing its Work and performing the quality control and safety required for that Work to insure that the Work complies with all the requirements of the Subcontract Documents.

5.3 The Contractor agrees to pay to the Subcontractor the stated consideration for Work under this Subcontract. The Contractor shall retain 10% of each progress payment requested and approved by Contractor. All the money is to be paid, subject to the condition precedent ("suspensive condition") stated below, in current funds ten days after the contractor has received funds from the Prime Contractor. Notwithstanding the above and below, it shall be an absolute condition precedent (i.e. "suspensive condition") to any liability of the Contractor to the Subcontractor for progress or final payments for any Work performed by the Subcontractor on the Project that the Contractor be in receipt of payment by the Owner for such Work. If the Owner has not paid the Contractor, for whatever reason (including, but not limited to, the Owner's inability to pay, insolvency, bankruptcy or other financial problems) the Subcontractor agrees that the Contractor shall not be obligated to, liable to, or indebted to, the Subcontractor on account of such Work. The Subcontractor accepts the risk that it will not be paid for Work performed by the Subcontractor in the event that the Contractor, for whatever reason, is not paid by the Prime Contractor and the Prime Contractor is not paid by the Owner for such Work, and the Subcontractor states that he relies entirely for payment for Work performed on the credit of the Owner, and not of the Contractor.

The Subcontractor acknowledges it understands and agrees to the terms and conditions of the payments as outlined in this Section 5.3. The Subcontractor agrees that the liability of the surety on Contractor's payment bond, if any, for payment to the Subcontractor, is subject to the same conditions precedent or suspensive conditions as are applicable to the Contractor's liability to the Subcontractor.

#### ARTICLE 6 - PROGRESS PAYMENTS

##### 6.1 [Reserved]

6.2 Subcontractor shall submit to Contractor on weekly basis an Application for Payment (hereinafter "Application for Payment") in triplicate, complete with required breakdown data to permit verification and approval, in a form acceptable to Contractor. The amount of the Application for Payment will be equal to Ninety Percent (90%) (Ten Percent (10%) to be held as retainage) of the value of labor incorporated by Subcontractor in the Work since the previous weekly Application for Payment. Subject to the conditions precedent outlined in Section 5.3 and Section 7.2, Subcontractor will be paid the 10% retainage held on its Applications for Payment, including the application for Final Payment, within sixty (60) days of Subcontractor satisfactorily completing all of its Work and all of its obligations under this Subcontract.

6.3 In addition to any other requirements of the Subcontract, each progress payment (hereinafter "Progress Payment") in amounts consistent with the approved Application for Payment, shall not be due unless and until the following conditions precedent to each such Progress Payment have been satisfied: (1) approval and acceptance of Subcontractor's Work by Owner, Prime Contractor and Contractor; (2) receipt of payment, in accordance with the approved Subcontractor's Application for Payment, by Contractor from Prime Contractor; (3) furnishing to Contractor satisfactory evidence by Subcontractor that all labor and material accounts incurred by Subcontractor in connection with its Work have been paid in full; (4) furnishing to Contractor by Subcontractor a partial waiver of lien in the form attached as Exhibit C; (5) furnishing to Contractor payment and performance bonds as called for in Article 8; (6) furnishing to Contractor proof of required insurance coverages in accordance with Article 11; (7) furnishing Contractor applicable permit, business license and sales tax numbers; and, (8) furnishing Contractor all certified payrolls if applicable.

6.4 The amount of each Progress Payment to Subcontractor, if due, shall not exceed the amount approved by Owner and Prime Contractor, and paid to the Contractor by Prime Contractor, for the Work of Subcontractor.

6.5 Progress Payments, if due in accordance with Sections 5.3 and 6.3 above, will be made within 10 days of when Contractor receives payment from the Prime Contractor for Subcontractor's Work. Contractor's obligation to make such payment is expressly conditioned upon those conditions set forth elsewhere in this agreement, including but not limited to those conditions set forth in Section 5.3 above.

6.6 Payments otherwise due, either Progress Payments, if any, or final payment under Article 7 herein, may be withheld by Contractor on account of: (1) defective Work not remedied, claims filed, reasonable evidence indicating probability of filing claims; or (2) failure of Subcontractor to make payment properly to Sub-subcontractors (including any employees) for material or labor, or applicable taxes, fees, and fringe benefits; or (3) reasonable doubt that the Work can be completed for the balance of the Subcontract Amount then unpaid; or (4) any other breach of the Subcontract. If these deficiencies are not remedied, Contractor may rectify the same at Subcontractor's expense. Contractor may offset against the Subcontract Amount any liquidated or unliquidated obligations of Subcontractor to Contractor, whether or not arising out of the Subcontract or the Project.

6.7 No payment to Subcontractor, either Progress Payments or Final Payment under Article 7 herein, shall operate as an approval of the Work or any part thereof, or Subcontractor's obligations under the Subcontract Documents.

6.8 Acceptance by the Subcontractor of any payment made after the receipt by Contractor of its Final Payment, or any part thereof, from the Prime Contractor, shall be and shall operate as a release to the Contractor of all claims and liability by the Subcontractor for all things done or furnished or relating to the Work and for every act or alleged neglect of the Contractor arising out of the Subcontract except for claims for retained percentages withheld by the Contractor in accordance with this Subcontract and except as to such claims for Changed Work as provided for in Article 9.

6.9 Limitations on Assignment or Factoring of Payments for Work. Subcontractor shall not assign, factor or transfer Subcontractor's right to any payments, progress or final, for Work performed under this Subcontract without the written consent of one of the Authorized Contractor Representatives. Any assignment, factoring or transfer of Subcontractor's payment rights without first obtaining such written consent from Contractor shall constitute a material breach of this Subcontract. Upon obtaining Contractor's consent to assignment of Subcontractor's payment rights, Subcontractor shall flow down or make applicable all the obligations of this Subcontract to any entity with whom Subcontractor assigns its payment rights, including but not limited to all conditions precedent applicable to payment. Subcontractor shall fully indemnify, defend and hold harmless Contractor against any claim by an assignee resulting from Subcontractor's failure to satisfy its obligations under this Section 6.9. Any violation of this provision shall make the person signing this Agreement personally and individually liable for breach of the provision. Additionally, any factor or other person taking an interest in this Subcontract or Subcontract Payments, shall only take such interest subject to all the Subcontractor obligations under this Subcontract.

## ARTICLE 7 - FINAL PAYMENT

7.1 Subcontractor's final Application for Payment shall be submitted in the same form specified in Article 6 and no later than thirty (30) days following the final completion of the Work required by the Subcontract Documents.

7.2 In addition to any other requirement of this Subcontract, payment of Subcontractor's final Application for Payment ("Final Payment") shall not be due unless and until the following conditions precedent to final payment have been satisfied: (1) approval and acceptance of Subcontractor's Work by Owner, Prime Contractor and Contractor, including "punch-list" work and other work required to bring the Work into compliance with this Subcontract; (2) delivery to Contractor of all manuals, "as-built," guarantees and warranties, including those for material and equipment furnished by Subcontractor, and any other documents required by federal, state or local laws or regulations; (3) receipt of final payment for Subcontractor's Work by Contractor from Prime Contractor; (4) furnishing to Contractor satisfactory evidence by Subcontractor that all labor and material accounts incurred by Subcontractor in connection with its Work have been paid in full; (5) furnishing to Contractor a complete general release and a final waiver of lien in the form attached as Exhibit C; (6) furnishing to Contractor the written consent to surety to final payment; and (7) furnishing of certified payrolls if applicable.

7.3 The Final Payment amount, if due, will be the difference between the Subcontract Amount, as modified and adjusted in accordance with the Subcontract Documents, and the aggregate sum of the amounts previously paid under the Subcontract, if any.

## ARTICLE 8 - PAYMENT AND PERFORMANCE BONDS

☒ If checked, the below Payment and Performance Bonds requirements of this Article 8 shall apply to Subcontractor's Work for the Project.

8.1 Subcontractor shall provide payment and performance bonds from a Treasury listed surety. The beneficiaries of the bonds shall be the Contractor, Prime Contractor and Owner. The Contractor may waive any requirement for a bond in Contractor's sole discretion.

8.2 The premiums for these bonds shall be paid by Subcontractor and the cost thereof is included in Subcontract Amount.

8.3 Subcontractor shall include the cost of any increase in bond premium in any Change Order Requests as defined in Article 9 herein Submitted to Contractor, and shall pay the increased premium applicable to an approved Change Order as defined in Article 9 herein.

8.4 Any material breach as defined in Section 15.1 of this Subcontract shall entitle Contractor to declare Subcontractor in default of this Subcontract and request the surety to perform under the payment and performance bonds.

## ARTICLE 9 - CHANGES

9.1 A "Change Order Request" is a detailed cost estimate submitted by the Subcontractor to the Contractor outlining a change in the Work and costs associated with the change, including detailed documentation justifying any proposed adjustment in time. This estimate shall be computed

using costs for labor and materials at prevailing rates in the Project area. A "Change Order" is a written order from Contractor, executed by an Authorized Contractor Representative accepting a Change Order Request, or directing a modification, alteration, addition or deletion to the Work ("Changed Work"). Any Change Order(s) not executed by one of the Authorized Contractor Representatives shall be void and unenforceable.

9.2 The Work to be performed under this Subcontract may be modified by changes required by Owner, Prime Contractor, or Contractor and the Subcontract Amount as set forth in Article 5 shall be adjusted by written Change Order in accordance with the terms and conditions of the Subcontract. Subcontractor shall have no duty to perform any Changed Work and no right to payment for any Changed Work that, prior to the performance thereof, has not been authorized by Contractor through the issuance of a Change Order executed by one of the Authorized Contractor Representatives.

9.3 No alteration, addition or deletion shall be made to the Work as shown or described by the Subcontract Documents except by Change Order, and when so made, the value of the alteration, addition or deletion shall be computed and determined in accordance with this Subcontract, subject to the written approval and acceptance by Contractor, and the amount so determined shall be added or deducted from the Subcontract Amount. Subcontractor shall have no claim for Changed Work unless such work has been done in pursuance of a Change Order from Contractor. Any Changed Work performed without such Change Order will be at Subcontractor's expenses.

9.4 For changes in the Work that affect the Subcontract Amount or construction time, Subcontractor shall notify Contractor of the scope of any change in cost or time within five (5) calendar days after first knowledge of the proposed change and shall submit the Change Order Request within ten calendar(10) days. The estimate procedure shall be in accordance with the terms of this Subcontract, and the costs of labor and materials shall be in accordance with appropriate provisions of this Subcontract.

9.5 If Owner, Prime Contractor or Contractor disputes the validity or amount of a Change Order Request submitted by Subcontractor, but instructs Subcontractor to proceed with the Work pending resolution of the dispute, Subcontractor shall promptly commence such disputed work and expeditiously complete it. Contractor solely reserves the right to pursue a claim. To the extent permitted by applicable law, Subcontractor agrees to permit Contractor to decide whether to pursue a claim and Subcontractor shall be bound by Contractor's decision.

#### ARTICLE 10 - TEMPORARY FACILITIES AND SERVICES

10.1 Subcontractor shall be responsible for unloading and hoisting all of its materials, supplies, tools and equipment in order to ensure the timely completion of Subcontractor's Work.

10.2 After obtaining Contractor's approval, Subcontractor shall have free use of any temporary roadways, equipment pads and scaffolding provided by Contractor whenever these temporary facilities are necessary and available for performance of the Work.

10.3 The Subcontractor will comply with and perform all obligations required by the employee parking arrangement, if such arrangement is mandated by the Contractor.



## ARTICLE 11 – INSURANCE

**11.1 Specified Coverage and Minimum Limits.** Subcontractor shall maintain in effect at all times throughout the duration of the Subcontract and for such extended term as required, and require each of its sub-subcontractors to maintain, the coverage and minimum limits of insurance in this Article 11. If any Prime Contract or higher tier Subcontract imposes additional or more onerous requirements, then Subcontractor shall meet or exceed those additional or more onerous requirements in complying with this clause. In any case of conflict between provisions required in these contracts, Subcontractor shall comply with the more stringent, onerous or broader requirements, limits or coverages. The coverage and limits set forth and required by this clause are the minimum acceptable to Contractor. In specifying minimum insurance requirements, Contractor does not represent that coverage and minimum limits are adequate to protect Subcontractor from loss, damage, or liability arising from the Work and/or Project, and such coverage and limits shall not be deemed as a limitation on Subcontractor's liability under the indemnities granted in the Subcontract.

**11.2 Workers' Compensation and Employer's Liability.** Subcontractor shall maintain Workers' Compensation coverage with statutory limits as required by applicable law and Employer's Liability with limits of not less than the following:

|  |             |
|--|-------------|
| Bodily Injury by Accident – Each Accident: | \$1,000,000 |
| Bodily Injury by Disease – Each Employee:  | \$500,000   |
| Bodily Injury by Disease – Policy Limits:  | \$1,000,000 |

A. **Employees Not Subject to Statute.** Subcontractor shall voluntarily provide Workers' Compensation coverage for proprietors, partners, or others not statutorily required to maintain Workers' Compensation insurance. This requirement may only be waived by Contractor's written consent.

B. **Self-Insured Programs and Leased Employees.** Programs underwritten by any self-insured group is expressly prohibited without Contractor's written consent. Use of leased employees, through an employment management company, professional employer organization, or other such company ("Leasing Company"), by Subcontractor is expressly prohibited without Contractor's written consent. If permitted by Contractor, Subcontractor shall (a) provide Contractor with a complete copy of its contract with the Leasing Company; (b) require that Leasing Company provide Workers' Compensation, Employer's Liability, and CGL with coverage limits in amounts no less than Subcontractor's insurance requirements for the same coverages; (c) require that Leasing Company provide an Alternate Employer/Leased Employer endorsement naming Subcontractor as alternate employer on Leasing Company's Workers' Compensation policy; (d) require that Leasing Company add Contractor, Prime Contractor, Owner, and their agents, officers, directors, and employees as Additional Insureds on its CGL insurance subject to the same terms as Subcontractor's insurance requirements; (e) require that Leasing Company provide a waiver of subrogation in favor of Contractor, Prime Contractor and Owner on Leasing Company's Workers' Compensation, Employer's Liability, and CGL insurance policies, and (f) provide Contractor with a copy of the Leasing Company's certificate of insurance, with endorsements, evidencing the required coverage.

C. Stop Gap (Employer's Liability) Endorsement. If Subcontractor has operations in monopolistic states (North Dakota, Ohio, Washington, and Wyoming) applicable to the Work, Subcontractor shall provide Stop Gap coverage equivalent to Employer's Liability Endorsement (WC 00 03 03 C) [or Endorsement (WC 34 03 01 C) for Ohio operations]. This requirement shall *not* be applicable if Subcontractor's *only* activities within an applicable monopolistic state are necessary and incidental to Subcontractor's operations in a non-monopolistic state for which Employer's Liability coverage is provided.

D. Maritime Coverage. If the Work or its location constitutes an exposure to Subcontractor's employees under the U.S. Longshore and Harbor Workers Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, Subcontractor shall procure and maintain applicable coverage.

E. Waiver of Subrogation. Subcontractor waives all rights, including the right of subrogation, against Contractor, Prime Contractor, Owner and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Workers' Compensation and/or Employer's Liability obtained by Subcontractor. Subcontractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

11.3. Commercial General Liability Insurance. Subcontractor shall maintain Commercial General Liability ("CGL") insurance with limits of not less than the following:

|  |             |
|--|-------------|
| Each Occurrence:                           | \$1,000,000 |
| Personal and Advertising Injury Limit:     | \$1,000,000 |
| General Aggregate:                         | \$2,000,000 |
| Products / Completed Operations Aggregate: | \$2,000,000 |

A. Occurrence Form. Coverage shall be provided on an "occurrence" basis and shall be written on a form providing coverage at least as broad as ISO form CG 00 01 (04 13) and shall cover liability arising from premises, operations, products-completed operations, independent contractors, X, C, and U hazards, and contractual liability (including the tort liability of another assumed in Subcontract). If Subcontractor's CGL policy does not contain the standard ISO separation of insureds condition, or a substantially similar clause, the policy shall be endorsed to provide cross-liability coverage.

B. Endorsement or Modification. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract, for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, damage to the insured's work, and/or work performed on behalf of the insured by a subcontractor of any tier.

C. Completed Operations Period. Subcontractor shall maintain CGL insurance applicable to liability arising out of the Subcontractor's completed operations for two (2) years following completion of the Project (the "Completed Operations Period").

D. Additional Insured Coverage. Subcontractor, and any lower-tier subcontractors, shall endorse its CGL policy (and Umbrella/Excess liability insurance policy, if any) to add Contractor, Prime Contractor, Owner, and their agents, officers, directors, and employees (referred to

individually as "Additional Insured" and collectively as "Additional Insureds"). Additional Insured status shall be provided using ISO additional insured endorsement form CG 20 10 07 04 (ongoing operations) and form CG 20 37 07 04 (completed operations), or substitute form providing coverage at least as broad. Additional Insured coverage shall apply on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the Additional Insureds applies, and shall remain in effect for the duration of the contract, including the Completed Operations Period.

E. Waiver of Subrogation. Subcontractor waives, and shall require (by endorsement or otherwise) all its insurers to waive, all rights, including the right of subrogation, against Contractor, Prime Contractor, Owner, and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by CGL insurance maintained by Subcontractor and/or its sub-subcontractors.

11.4 Commercial Auto Liability Insurance. Contractor shall maintain Commercial Auto liability with limits of not less than the following:

|                                       |             |
|---------------------------------------|-------------|
| Each Accident (combined single limit) | \$1,000,000 |
|---------------------------------------|-------------|

A. Commercial Auto Form. Commercial Auto coverage shall be written on ISO form CA 00 01 or a substitute form at least as broad. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. Such insurance shall cover liability arising out of any auto (including all owned, non-owned, and hired automobiles, trucks, and trailers).

B. Hazardous Materials. If the Subcontract calls for the removal and/or hauling of any hazardous waste from the Project site, or if the Work involves such similar environmental exposure, Subcontractor shall provide pollution liability coverage equivalent to that provided under ISO form Pollution Liability-Broadened Coverage for Covered Autos endorsement CA 99 48. If Subcontractor is subject to the Motor Carrier Act of 1980, Subcontractor shall further provide the Motor Carrier Act endorsement on ISO form MCS 90 with the primary limits identified above.

C. Waiver of Subrogation. Subcontractor waives, and shall require (by endorsement or otherwise) all its insurers to waive, all rights, including the right of subrogation, against Contractor, Owner, and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the Commercial Auto liability insurance maintained by Subcontractor.

11.5 Umbrella or Excess Liability.

A. Subcontract Value Less than \$5M. If the Subcontract value, as amended, is less than \$5,000,000, Subcontractor shall maintain excess and/or umbrella liability insurance over and above the primary CGL with limits of not less than the following:

|  |             |
|--|-------------|
| Each Occurrence / Personal and Advertising Injury Limit:       | \$4,000,000 |
| General Aggregate - Products / Completed Operations Aggregate: | \$4,000,000 |

B. Subcontract Value Greater than \$5M. If the Subcontract value, as amended, is greater than \$5,000,000, Subcontractor shall maintain excess and/or umbrella liability insurance over and above the primary CGL with limits of not less than the following:

|  |             |
|--|-------------|
| Each Occurrence / Personal and Advertising Injury Limit:       | \$5,000,000 |
| General Aggregate - Products / Completed Operations Aggregate: | \$5,000,000 |

C. Coverage shall be written as follow form or alternatively with a form providing coverage at least as broad as the primary insurance policies in accordance with the general liability requirements herein. The completed operations coverage should be maintained for the applicable Completed Operations Period.

D. Subcontractor may achieve the required limits and coverage for CGL through a combination of primary and/or excess and/or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy.

E. If Subcontractor maintains Umbrella/Excess Liability insurance to cover the minimum insurance limits of the underlying Employer's Liability, CGL, and Commercial Auto insurance set forth above, Umbrella/Excess Liability insurance shall provide coverage on a following form basis to the underlying insurance and shall include as broad as primary endorsement. Umbrella/Excess Liability insurance shall contain wording to the effect that, in the event of the exhaustion of any underlying insurance due to the payment of claims, the Umbrella/Excess Liability policy shall "drop down" to apply as primary insurance to all required Additional Insureds and/or with respect to any other insurance or self-insurance programs afforded to, or maintained by, any Additional Insured.

F. Waiver of Subrogation. Subcontractor waives and shall require (by endorsement or otherwise) all its insurers to waive, all rights, including the right of subrogation, against Contractor, Owner, and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the excess and/or umbrella liability insurance maintained by Subcontractor.

#### 11.6 General Provisions.

A. Acceptance by Contractor. The required insurance shall be subject to the approval of Contractor. Such insurance shall be maintained under forms of policies and from companies satisfactory to Contractor, Prime Contractor and Owner. The required insurance shall be placed with insurers with a financial rating of at least A-VIII as defined by A.M. Best Company and must be authorized to transact business in the state where the Work is being performed.

B. Evidence of Insurance. Subcontractor shall furnish certificates of insurance evidencing compliance with all insurance requirements, and attach all required policy endorsements providing Additional Insured coverage and permitting waiver of subrogation (1) before commencing any Work on the Project, (2) at the time of final application for payment, (3) upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained, and (4) within ten (10) calendar days of a request by Contractor. If requested by Contractor, Subcontractor shall provide copies of policies, including all endorsements, within ten (10) days of Contractor's request.

C. Notice of Cancellation. All certificates of insurance shall provide for thirty (30) calendar days written notice to Contractor prior to the cancellation or material change of any insurance referred to therein. Notwithstanding the above, Subcontractor shall immediately notify Contractor in writing after receiving a notice of cancellation of any insurance policy applicable to this Subcontract. Failure of the Subcontractor to provide timely notice of pending cancellation shall be considered a material breach of this Subcontract. Subcontractor shall, prior to the effective expiration or cancellation date, furnish Contractor with evidence of renewal or replacement of the policy. Payment may be withheld or Work suspended until withdrawal of cancellation or reinstatement of the canceled policy. No extension of time shall be allowed to Subcontractor in the event of any such suspension. At a minimum, insurances shall remain in effect until such time as the expiration of any applicable statute of limitation or repose for any claim or occurrence arising from Subcontractor's Work.

D. Failure to Maintain Insurance. Contractor shall have the right, but not the obligation, of prohibiting Subcontractor or any sub-subcontractor from entering the Project site until such certificates of insurance or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Contractor. Failure to maintain the required insurance may result in termination of this Subcontract at Contractor's option. If Subcontractor fails to provide or maintain insurance as required in this Article 11 or elsewhere in the Contract Documents, Contractor shall have the right to provide and maintain such insurance and give evidence thereof to Subcontractor. The cost of such policies, administration of policies, overhead and profit shall be deducted from the cost of the Work. Subcontractor's minimum limits of insurance shall be increased to the extent, and in the amount of, any deficiency in its sub-subcontractor's minimum limits of insurance.

E. No Waiver of Enforceability. Any acceptance of certificates of insurance by Contractor shall in no way limit Subcontractor's duties and responsibilities under this Subcontract, including the duty to indemnify Contractor and Owner. Failure of Contractor to demand such certificates or failure of Contractor to identify a deficiency in such certificates or otherwise demand other evidence of full compliance with the insurance requirements shall not be construed as a waiver of Subcontractor's obligation to maintain such insurance, nor act as a waiver to enforcement of any of these provisions at a later date. Failure to provide acceptable or timely evidence that all required insurance is in place shall be considered a material breach of this Subcontract, and payment may be withheld or Work suspended, at the option of Contractor, until acceptable evidence of compliance has been provided. Policies or certificates of insurance submitted to Contractor shall not be subject to limitations, conditions, exclusions or restrictions inconsistent with the intent of any insurance requirement of this Subcontract.

## ARTICLE 12 – INDEMNIFICATION

12.1 To the fullest extent permitted by law, Subcontractor agrees to indemnify, defend and hold harmless Contractor, Prime Contractor, Owner, and their agents, officers, directors, and employees (the "Indemnified Parties") from any and all loss, cost, damage, injury, liability, claim, cause of action, demand, penalty, or expense (including attorneys' fees, whether incurred as a result of a third party claim or allegation or arising out of enforcing this Subcontract) directly or indirectly arising out of, resulting from, or related to (1) the Work performed hereunder, (2) the Subcontract, (3) the act or omission, including but not limited to the violation of any law, of Subcontractor, its sub-subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, (4) personal injury, sickness, disease or death, including, without

limitation, to any employees of the Subcontractor, or (5) injury to or destruction of tangible property, including the loss of use resulting therefrom (excluding property damage to the Work itself to the extent that compensation is provided by builder's risk insurance), whether or not caused in whole or in part by the Subcontractor. The foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an indemnified party's gross negligence or willful misconduct.

12.2 In any and all claims against the Indemnified Parties by any employee of the Subcontractor, its sub-subcontractors, or anyone directly or indirectly employed by the them or anyone for whose acts or omissions any of them may be liable, the indemnification obligation under this Subcontract shall not be diminished or limited in any way by any limitation on the amount or type of costs, damages (including any consequential damages, waiver or other limitation of liability), compensation, or benefits payable by or for Subcontractor or its sub-subcontractors under the Subcontract or under any workers' compensation, disability benefit or other employee benefit act.

12.3 Subcontractor shall promptly advise Contractor in writing of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Subcontractor, at Subcontractor's expense, shall assume on behalf of Contractor the defense thereof with counsel satisfactory to Contractor. In the event of failure by Subcontractor to fully perform in accordance with this indemnification paragraph, Contractor, at its option, and without relieving Subcontractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by Contractor in that event shall be reimbursed by Subcontractor to Contractor, together with interest on the same from the date any such expense was paid by Contractor until reimbursed by Subcontractor, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Subcontract is subject.

12.4 Subcontractor's indemnification obligation shall (a) survive termination of this Subcontract, (b) extend to claims occurring after termination of this Subcontract or completion of the Project, and (c) not be limited in any manner by Subcontractor's insurance coverage under this Subcontract.

#### ARTICLE 13 - SUSPENSION OF WORK

13.1 Contractor shall have the authority to suspend the Work wholly or in part, for such period of time as it may deem necessary, due to conditions unfavorable for the satisfactory prosecution of the Work, or conditions which in its opinion warrant such action. No additional compensation will be paid to the Subcontractor for any costs caused by such suspensions for weather conditions, utility adjustments, or work by other contractors on or near the Work covered by the Subcontract Documents. If it becomes necessary to stop Work for an indefinite period of time, the Subcontractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way, take every precaution to prevent damage or deterioration of the Work performed, provide suitable drainage of the Site, and erect temporary structures where necessary.

13.2 In the event of an indefinite suspension by the Owner, Subcontractor may, upon providing three (3) calendar days advance written notice to Contractor, demobilize from the Project site to mitigate its stand-by costs. Subcontractor shall remobilize on the Project site within ten (10) calendar days of written notice from Contractor of a planned resumption of Project operations.

13.3 The Subcontractor shall not suspend Work for any reason including, without limitation, disputes or disagreements with the Contractor, without written authority from Contractor.

13.4 When the Contractor suspends the Work, the completion date for the Work shall be extended by a time period equal to the time period of suspension, provided such suspension is not a result of the Subcontractor's failure to comply with the provisions of the Subcontract Documents.

#### ARTICLE 14 - DISPUTE RESOLUTION

14.1 Subcontractor hereby agrees to seek arbitration, as its sole and exclusive remedy to resolve any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Arbitration of any dispute shall be at the sole discretion of the Contractor and subject to the Contractor's provision of written consent. The arbitration shall be conducted in Sarasota, Florida, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA"), provided, however, that: If for any reason, the law applicable to this contract prohibits Florida as the arbitration venue, then the arbitration venue shall be the Project location. In any resulting arbitration, Subcontractor shall be solely responsible for the filing fee and then all subsequent fees shall be borne equally by the parties.

14.1.1 The claim shall be decided by one arbitrator who shall be selected by mutual agreement of the parties. If the parties cannot agree, such arbitrator shall be selected by AAA in Sarasota, Florida or the closest AAA office to the Project location (wherever the arbitration is venued), or if such selection cannot be made, then in accordance with the Construction Industry Dispute Resolution Procedures of the AAA.

14.1.2 In any arbitration initiated pursuant to this Subcontract, the parties agree that written discovery shall be limited to no more than thirty (30) document production requests per party and no more than twenty (20) interrogatories, with subparts, per party. Unless otherwise agreed by the parties, each party shall be limited to two (2) depositions, including experts, during any arbitration proceeding.

14.1.3 No provision of, or the exercise of any rights under, this Section 14.1 shall limit a party's right to obtain provisional or ancillary remedies, including, without limitation, injunctive relief, attachment, the appointment of a receiver, or enforcement of this arbitration provision from a court having jurisdiction before, during or after the pendency of any arbitration.

14.2 If the Contractor does not consent to arbitration, as provided in Section 14.1, any claim or lawsuit instituted by Subcontractor against Contractor must be instituted in either the state courts of Sarasota County, Sarasota, Florida, or the United States District Court for the District of Florida in Sarasota. Subcontractor hereby consents irrevocably to the jurisdiction of the Florida courts (including the U.S. District Court sitting in Sarasota, Florida) over his person in the event that Contractor elects to institute litigation against Subcontractor in Florida. In such event, service of process may be made upon Subcontractor as provided by Florida or federal law, or shall be considered effective if sent by certified or registered mail, return receipt requested, postage prepaid.

#### ARTICLE 15 - DEFAULT AND TERMINATION

15.1 If the Subcontractor: (1) fails to begin the Work under the Subcontract Documents within the time specified; or (2) fails to perform the Work with sufficient supervision, labor, equipment or materials to ensure the completion of said Work within the specified time; or (3) neglects or refuses to remove materials or correct unsuitable; Work or (4) discontinues the prosecution of the Work; or (5)



breaches any obligation or representation in the Subcontract Documents; or (6) becomes insolvent or is declared bankrupt, or commits an act of bankruptcy, or insolvency, or makes an assignment for the benefit of creditors; or (7) for any other cause whatsoever, does not carry on the Work in accordance with the Subcontract Documents, the Schedule or as directed in writing by the Contractor, the Contractor shall give notice in writing to the Subcontractor of such deficiency, and require Subcontractor to cure the deficiency and to specify how the deficiency shall be cured. Any of the above enumerated occurrences shall be considered a material breach of the Subcontract Documents.

15.1.1 If the Subcontractor within a period of forty-eight (48) hours after receipt of said notice from Contractor does not cure the above deficiencies, Contractor shall have the right to any one or any combination of the following remedies: (1) supply the quantity of material, equipment or labor as the Contractor deems advisable to complete the Work and charge the cost thereof, together with all reasonable expenses and attorneys' fees to the Subcontractor; (2) terminate this Subcontract or any part thereof and the Subcontractor shall be entitled to no monies of any kind, but, shall nevertheless remain liable for any damages and attorneys' fees that the Contractor has suffered or may suffer; (3) re-let the Work covered under this Subcontract to any other persons by one or more contracts, and any associated costs plus reasonable expenses and overhead of the Contractor and Contractor's attorneys' fees shall be charged against the Subcontractor; (4) declare the Subcontractor in default and to call upon the surety to undertake and perform the obligations of the Subcontractor in accordance with the payment and performance bonds provided in Article 8; (5) immediately suspend performance of all the Contractor's obligations under this Subcontract; and (6) seek any and all relief available at law or in equity.

15.1.2 Upon termination, the Contractor shall have the right to enter upon the Project and take possession of all materials, appliances and equipment in the possession of Subcontractor and to arrange for the performance of Subcontractor's obligations. The Contractor's expenses arising from such termination shall include, in addition to the expense of arranging for the performance of Subcontractor's obligations, all of Contractor's additional expenses, consequential damages flowing from the default and attorneys' fees. Such expenses of the Contractor shall be the responsibility of the Subcontractor or its surety, and to the extent such expenses exceed the unpaid Subcontract balance, the Contractor shall have the right to make claim against Subcontractor or its surety for the excess.

15.1.3 If the Contractor terminates this Subcontract for default, and it is later determined that Subcontractor was not in default, or that the default was excusable, then, in such event, the termination shall be deemed a termination for convenience, and the rights of Subcontractor shall be as set forth in Section 15.2.

15.2 Contractor may, at its discretion, without prejudice to any other right or remedy, and upon giving written or verbal notice to the Subcontractor, immediately terminate Subcontractor's employment under the Subcontract Documents for Contractor's convenience or good cause, in whole or in part, and finish the terminated Work by whatever method Contractor may deem expedient. On receipt of such notice, Subcontractor, except as and to the extent directed, immediately shall discontinue the services and the placing of subcontractor or supplier orders for materials, facilities, and supplies in connection with the performance of the Work, and if requested, shall make every reasonable effort to procure termination of existing lower tier subcontracts upon terms satisfactory to Contractor. In the event of a termination for Contractor's convenience, the Contractor shall pay the Subcontractor for the actual quantity of Work completed as of the date of termination stated in the

notice of termination. However, the Contractor shall not be liable to the Subcontractor for any other costs, including prospective profits on Work not performed. Subcontractor further releases Contractor from any liability, including, without limitation, lost profits or incidental, consequential or special damages of any kind, in connection with such termination.

15.3 Upon completion of the Work, as accepted by Contractor, or upon receipt of the notice of termination, Subcontractor shall deliver within thirty (30) calendar days to Contractor the following:

(i) All Drawings, documents, reports, supplies and other material relating in any way to any portion of the Work. All Work and all drawings, documents, reports and other material related thereto remain the property of Contractor and may not be used by the Subcontractor, except by written agreement of Contractor on any other project or for any other person, firm or corporation.

(ii) Executed Release of Liens and Claims, in an acceptable form, stating that all bills have been paid and no claims exist against Contractor.

(iii) Final itemized invoice for payment. Subcontractor shall be paid for Work performed in accordance with the Subcontract Documents to the date of termination.

15.4 Termination of the Subcontractor's employment, as stated above, will not relieve the Subcontractor or its surety of the responsibility of replacing defective Work or other responsibilities as required by the Subcontract Documents.

#### ARTICLE 16 - MISCELLANEOUS PROVISIONS

16.1 Notice. All written notices provided for in this Subcontract shall be deemed given to Contractor if delivered personally, or if sent by certified U.S. mail with return receipt requested, to an Authorized Contractor's Representative at the Florida address specified in the introductory paragraph of this Subcontract. All written notices provided for in this Subcontract shall be deemed given to Subcontractor if delivered personally, or if sent by certified U.S. mail with return receipt requested, to the authorized representative who executes this Subcontract below at the address specified in the introductory paragraph of this Subcontract.

16.2 The caption, titles and section headings used in this Subcontract are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Subcontract or any section, article or provision herein.

16.3 This Subcontract, inclusive of all documents incorporated by reference, contains the entire agreement between the parties. No prior oral statement or promise not set forth herein is enforceable. Any executory agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part, unless such executory agreement is in writing and signed by both Contractor and Subcontractor. All negotiations and agreements prior to the date of this Subcontract not included herein are hereby voided.

16.4 Any provision or part of the Subcontract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Contractor and Subcontractor, who agree that the Subcontract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

16.5 The rights of the parties under this services contract shall be construed in accordance with the laws of the state in which the Project is located.

16.6 Subcontractor hereby releases Contractor from liability, and releases all claims against Contractor for lost profits or incidental, under-absorbed overhead, delay damages, attorneys' fees, consequential or special damages of any kind in connection with or related to the Subcontract or any alleged breach thereof. This Subcontract creates no rights, enforceable or otherwise, in any Third Party except as may be provided above, but only for the Owner and Prime Contractor. IN WITNESS WHEREOF, the parties have executed this Subcontract this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SUBCONTRACTOR:

\_\_\_\_\_

SIGNATURE

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

State License # \_\_\_\_\_

Expires 12-31-2024

CONTRACTOR:

Ceres Environmental, Inc.

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

City of League City  
RFP 22-024 Debris Management Services

### A.b).1 Past Performance

Ceres Environmental Services, Inc. has been working actively in the disaster recovery business since our founding in 1976, completing over 250 FEMA-reimbursed projects. Below is a selection of our past performance over the past ten (10) years; additional details on our past performance are available upon request.

| Owner & Location                  | Title of Work   | Value               | CY              | Time Period               | Description  |
|-----------------------------------|---|---------------------|-----------------|---------------------------|--|
| St. Helena Parish Police Jury, LA | Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal | \$5,036,779 to date | 349,389 to date | September - Current       | Removal and disposal of debris following Hurricane Ida |
| Kenner, LA                        | Post-Disaster Debris Collection, Processing and Disposal Services   | \$5,015,066         | 239,906         | September - December 2021 | Removal and disposal of debris following Hurricane Ida |
| East Feliciana Parish, LA         | Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal | \$1,123,044         | 32,252          | September - December 2021 | Removal and disposal of debris following Hurricane Ida |
| Mandeville, LA                    | Emergency Debris Removal and Disposal   | \$5,576,418         | 306,702         | September-December 2021   | Removal and disposal of debris following Hurricane Ida |
| Covington, LA                     | Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal | \$3,550,181         | 157,712         | September - December 2021 | Removal and disposal of debris following Hurricane Ida |
| Westwego, LA                      | Emergency Debris Removal  | \$298,695           | 18,787          | September – December 2021 | Removal and disposal of debris following Hurricane Ida |
| Denham Springs, LA                | Disaster Debris Management and Disposal Services  | \$984,710           | 70,589          | September-November 2021   | Removal and disposal of debris following Hurricane Ida |



City of League City  
RFP 22-024 Debris Management Services

| Owner & Location         | Title of Work   | Value  | CY         | Time Period                | Description   |
|--------------------------|---|--|------------|----------------------------|---|
| Gonzales, LA             | Disaster Debris Removal   | \$1,493,917  | 106,041    | September - October 2021   | Removal and disposal of debris following Hurricane Ida                |
| New Orleans, LA (Zone 1) | Debris Collection, Removal, Processing, and Disposal                                  | \$2,635,055  | 112,085    | September-January 2022     | Removal and disposal of debris following Hurricane Ida                |
| New Orleans, LA (Zone 2) | Debris Collection, Removal, Processing, and Disposal                                  | \$2,149,393  | 72,289     | September-January 2022     | Removal and disposal of debris following Hurricane Ida                |
| New Orleans, LA (Zone 3) | Debris Collection, Removal, Processing, and Disposal                                  | \$2,436,468  | 97,421     | September-January 2022     | Removal and disposal of debris following Hurricane Ida                |
| Richwood, TX             | Debris Removal and Disposal Services  | \$140,461  | 11,437     | September-October 2021     | Removal and disposal of debris in response to Tropical Storm Nicholas |
| Thibodaux, LA            | Disaster Debris Management Services   | \$1,653,961<br>(subject to change pending final invoice reconciliation)  | 105,691    | August – November 2021     | Removal and disposal of debris following Hurricane Ida                |
| Livingston Parish, LA    | Debris Removal & Site Management for Debris Reduction and Emergency Roadway Clearance | \$23,019,328<br>(subject to change pending final invoice reconciliation) | 1,260,938  | August 2021 – January 2022 | Removal and disposal of debris following Hurricane Ida                |
| Macon-Bibb County, GA    | Waste Disposal Services   | \$665,027.95   | 2,304 tons | July – September 2021      | Mixed debris removal  |
| Vermilion Parish, LA     | Non-Storm Related Debris Removal  | \$32,130   | 1,640      | July 2021                  | Non-emergency yard waste collection                                   |



City of League City  
RFP 22-024 Debris Management Services

| Owner & Location                           | Title of Work   | Value                | CY                   | Time Period             | Description  |
|--|---|----------------------|----------------------|-------------------------|--|
| Larimer County, CO                         | Cameron Peak Fire 2020 - Debris Management Services                             | \$3,860,431          | 14,207 trees         | May-July 2021           | Hazard tree removal steep slope tree removal, and tree grinding following Cameron Peak Fire in Colorado  |
| Harris County, TX                          | Emergency Services for Debris Clearing, Removal, Disposal & Operations of TDSRS | \$398,476            | Hourly + 3,932 CY    | March – April 2021      | Removal and disposal of debris in response to Winter Storm Uri.  |
| Sarasota, FL                               | Disaster Recovery Services – Red Tide Clean Up                                  | \$51,317             | Hourly               | August 2021             | Manual and mechanical beach and shoreline raking for red tide debris removal   |
| Linn County, IA                            | Derecho Storm Debris Removal from Waterways                                     | \$89,353             | 3,284                | June-August 2021        | Removal of waterway debris following the 2020 Derecho in Iowa  |
| Sabine River Authority, LA                 | Disaster Debris Management and Other Ancillary Services Agreement               | \$5,560,812          | 119,572              | February-May 2021       | Removal of Hurricane Laura debris from levee systems   |
| Pearland, TX                               | Debris Management Services  | \$43,695.90          | 2,210                | February-March 2021     | Debris removal and disposal services as a result of Winter Storm Uri.  |
| Nacogdoches, TX                            | Post Disaster Debris Collection, Processing, and Disposal Services              | \$243,582.77         | Hourly               | March – April 2021      | Removal and disposal of debris generated by Winter Storm Uri.  |
| Oregon Department of Transportation (ODOT) | Hazard Tree Removal Services  | \$36,294,618 to date | 20,239 trees to date | February 2021 - Current | Hazard Tree Removal in 3 Operational Branches: Branch 1: Archie Creek Fire, Douglas County, Branch 5: Thielson Fire, Douglas County and Branch 6: Two Four Two Fire, Klamath County. |



City of League City  
RFP 22-024 Debris Management Services

| Owner & Location                                     | Title of Work  | Value          | CY        | Time Period                  | Description  |
|--|--|----------------|-----------|------------------------------|--|
| Oklahoma<br>Emergency<br>Management<br>Agency (OEMA) | Emergency Debris Removal   | \$328,957      | 219,304   | January 2021                 | Ice Storm Debris Grinding  |
| Calumet, OK  | Emergency Debris Removal Services  | \$99,755.70    | 9,509.60  | December 2020                | Ice storm debris removal within the City limits of Calumet.                |
| Oklahoma City, OK                                    | Emergency City Street Access Tree and Debris Removal                               | \$487,300.00   | 5000 Tons | December 2020 - Current      | Removal and disposal of vegetative debris generated by the 2020 ice storm. |
| Piedmont, OK   | Emergency Debris Removal Services  | \$453,242.22   | 40,573.70 | November - December 2020     | Vegetative debris removal as a result of the 2020 ice storm.               |
| New Orleans, LA (Zone 1)                             | Disaster Street – Clearing and Debris Collection, Removal, Processing and Disposal | \$884,403.50   | 42,742    | November - December 2020     | Debris removal, processing, and disposal as a result of Hurricane Zeta.    |
| New Orleans, LA (Zone 3)                             | Disaster Street – Clearing and Debris Collection, Removal, Processing and Disposal | \$534,109.88   | 20,244    | November - December 2020     | Debris removal, processing, and disposal as a result of Hurricane Zeta.    |
| Kingfisher, OK                                       | Emergency Debris Removal Services  | \$377,799.11   | 46,241.50 | November - December 2020     | Ice storm debris removal within the City limits of Kingfisher.             |
| El Reno, OK  | Emergency Debris Removal Services  | \$1,381,052.01 | 98,408.50 | November - December 2020     | Vegetative debris removal as a result of the 2020 ice storm.               |
| Lafourche Parish, LA                                 | Debris Removal & Recovery Services   | \$773,850.27   | 57,130    | November 2020 - January 2021 | Removal, reduction and disposal of debris generated by Hurricane Zeta.     |



City of League City  
RFP 22-024 Debris Management Services

| Owner & Location                   | Title of Work  | Value           | CY         | Time Period                   | Description   |
|------------------------------------|--|-----------------|------------|-------------------------------|---|
| Atlanta, GA<br>(Dept. of Forestry) | Emergency On-Call Services for Debris Removal              | \$551,188.34    | Hourly     | October - November 2020       | Bulk waste removal for the Department of Forestry as a result of reduced staff due to COVID-19. |
| Nederland, TX                      | Debris Removal Services                                    | \$296,976.60    | 36,155.87  | October - November 2020       | Debris removal as a result of Hurricane Delta.  |
| Scott, LA                          | Debris Removal and Disposal Services                       | \$370,425.99    | 16,099.15  | October - November 2020       | Removal and disposal of debris generated from Hurricane Delta.                                  |
| St. Martin Parish, LA              | Pre-Positioned Disaster Debris Removal Contract            | \$587,092.19    | 30,600.80  | October - November 2020       | Debris removal, reduction and disposal as a result of Hurricane Delta.                          |
| Allen Parish, LA                   | Debris Removal and Disposal Service                        | \$8,526,706.44  | 550,846.00 | September - December 2020     | Collection and disposal of debris generated from Hurricane Laura.                               |
| Escambia County School Board, FL   | Tree Debris Removal  | \$793,494.35    | 5,732.70   | September - October 2020      | Debris removal and disposal as a result of Hurricane Sally.                                     |
| Santa Rosa County, FL              | Disaster Debris Removal Services                           | \$9,394,981.31  | 595746     | September 2020 – Feb 2021     | Collection, reduction and disposal of debris generated from Hurricane Sally.                    |
| Vermilion Parish, LA               | Pre-Positioned Disaster Debris Removal Contract            | \$4,905,458.09  | 265,883.85 | September 2020 - January 2021 | Hurricane Laura debris removal and disposal.  |
| Linn County, IA                    | Debris Clearance and Removal Services (Pre-Event Contract) | \$14,066,743.62 | 1,161,166  | September 2020 - January 2021 | Removal and disposal of debris resulting from August derecho.                                   |



City of League City  
RFP 22-024 Debris Management Services

| Owner & Location      | Title of Work  | Value          | CY           | Time Period                | Description  |
|-----------------------|--|----------------|--------------|----------------------------|--|
| Macon-Bibb County, GA | EMA Debris Removal Services  | \$260,650.95   | 903 Tons     | August - September 2020    | Collection and disposal of furniture, appliances, and other approved waste materials as a result of reduced staff due to COVID-19. |
| Pharr, TX             | Catastrophic Event Debris Removal Contract                         | \$254,362.26   | 29,995.55    | August – September 2020    | Hurricane Hanna debris collection, reduction, and disposal.  |
| Linn County, IA       | Debris Clearance and Removal Services (30-day Post-Event Contract) | \$6,557,028.84 | 479,167.52   | August - September 2020    | Removal and disposal of debris resulting from August derecho.  |
| Hidalgo County, TX    | Debris Removal and Disposal Services                               | \$1,489,567.28 | 187,135.05   | August - September 2020    | Hurricane Hanna debris collection and disposal.  |
| Cameron Parish, LA    | Debris Clearance and Removal Services                              | \$28,880,677   | 1,151,059    | August 2020 – May 2021     | Removal, reduction, and disposal of debris generated from Hurricane Hanna and Hurricane Delta.                                     |
| Atlanta, GA DPW       | Emergency Debris, Trash and Recyclables Pick-Up Services           | \$1,570,547.12 | 5,063.4 Tons | August 2020 – January 2021 | Bulk waste removal for the Public Works Department as a result of reduced staff due to COVID-19.                                   |
| City of Edinburg, TX  | Disaster Debris Removal and Recovery Services                      | \$931,991.86   | 109,904.70   | August – September 2020    | Debris removal and disposal as a result of Hurricane Hanna.City  |
| Santa Rosa County, FL | Disaster Debris Removal Services                                   | \$618,321.55   | 47,518       | May – June 2020            | Debris removal and disposal as a result of severe weather in April 2020.   |



City of League City  
RFP 22-024 Debris Management Services

| Owner & Location   | Title of Work   | Value           | CY                         | Time Period               | Description  |
|--|---|-----------------|----------------------------|---------------------------|--|
| Jones County, MS   | Tornado Debris Removal and Disposal Services                                | \$3,273,295.10  | 240,056.40                 | May – August 2020         | Collection, reduction by air curtain incineration, and disposal of tornado generated debris.                             |
| Hamilton County, TN  | Emergency Debris Collection and Disposal Services                           | \$5,369,509.79  | 409,504.30                 | April – June 2020         | Tornado debris collection, reduction, and disposal.  |
| Livingston Parish, LA  | Vegetative Debris Removal from Parish Waterways                             | \$35,945,163.56 | 1,899,448 Linear Feet      | May 2019 – Present        | Removal of waterway debris as part of the NRCS funded Emergency Watershed Protection Project                             |
| CalRecycle   | Fire Debris Removal and Recovery Services for the Camp Fire in Butte County | \$246,156,950   | 768,458.69 tons; 3083 ROEs | January 2019 – May 2020   | Wildfire Structure and Debris removal in Butte County, CA Camp Fire  |
| U.S Army Corps of Engineers; Southwest GA, multiple counties | W912P814D0020 (ACI) Debris Management: Hurricane Michael Debris Removal     | \$134,159,610   | 4,271,053                  | October 2018 – March 2019 | Removal of debris and hauling following Hurricane Michael within 13 Southwest Georgia Counties.                          |
| U.S. Army Corps of Engineers; Sacramento, CA                 | Debris Removal and Processing for Lake, Mendocino, and Napa Counties, CA    | \$37,652,633.00 | 84,000 tons                | January 2018- June 2018   | Wildfire Structure and Debris Removal, Reduction, Hauling and Disposal in Lake, Mendocino, and Napa Counties, California |
| USACE – Virgin Islands                                       | W912P8-14-D- 0020, Debris Management  | \$55,448,300.75 | 1,029,505                  | October 2017 – May 2019   | Removal and reduction of debris resulting from Hurricanes Irma and Maria; site management and restoration                |

City of League City  
RFP 22-024 Debris Management Services

| Owner & Location      | Title of Work                                   | Value           | CY                  | Time Period             | Description  |
|-----------------------|---|-----------------|---------------------|-------------------------|--|
| City of Albany, GA    | Debris Removal and Disposal Services            | \$4,541,937.19  | 340,779             | February-May 2019       | Removal of debris resulting from Hurricane Michael   |
| Dougherty County GA   | Debris Removal and Disposal Services            | \$1,664,063.35  | 41,879              | February-May 2019       | Removal of debris resulting from Hurricane Michael   |
| Miller County, GA     | Debris Removal and Disposal Services            | \$89,394.77     | 5,203               | March 2019              | Removal of debris resulting from Hurricane Michael   |
| FDOT – District 3     | Debris Removal and Disposal Services            | \$49,589,902.77 | 3,358,266           | October 2018 - May 2019 | Removal of debris resulting from Hurricane Michael in Jackson and Washington Counties  |
| Livingston Parish, LA | Vegetative Debris Removal from Parish Waterways | \$3,541,160.00  | 277,626 Linear Feet | May – November 2018     | The project was aimed at reducing flooding and improving navigation along the Tickfaw River, Natalbany River and West Colyell Creek.     |
| City of Albany, GA    | Disaster Debris Clearance and Removal Services  | \$2,270,136.69  | 490,310             | October 2018            | Removal of debris resulting from Hurricane Michael   |
| Dougherty County, GA  | Disaster Debris Clearance and Removal Services  | \$1,368,389.28  | 267,998             | October 2018            | Removal of debris resulting from Hurricane Michael   |
| Leon County, FL       | Debris Removal and Disposal Services            | \$2,362,596.05  | 97,878              | October - November 2018 | Removal of debris resulting from Hurricane Michael   |
| Tallahassee, FL       | Disaster Debris Clearance and Removal Services  | \$1,671,607.86  | 64,000              | October – November 2018 | Debris removal (including tree and limb removal) and temporary debris staging and reduction site management following Hurricane Michael. |

City of League City  
RFP 22-024 Debris Management Services

| Owner & Location                                    | Title of Work                                       | Value          | CY        | Time Period                  | Description   |
|---|---|----------------|-----------|------------------------------|---|
| Florida A&M University (FAMU)                       | Disaster Debris Clearance and Removal Services      | \$14,216.42    | 1,150     | October 2018                 | Removal of debris resulting from Hurricane Michael  |
| Jackson County, FL                                  | Disaster Debris Clearance and Removal Services      | \$2,622,134.88 | 38,246    | October 2018 – December 2019 | Emergency debris road clearance, debris removal, staging and reduction following Hurricane Michael. |
| NC Dept of Agriculture                              | RFQ#: 10-RFQ-007994 Carbon Source Material Delivery | \$4,543,359.47 | 143,189   | September – December 2018    | Mulch hauling for animal remains cleanup following Hurricane Florence.                              |
| Town of St James, NC                                | Disaster Debris Removal Services                    | \$471,415.00   | 58,849    | September – October 2018     | Removal of debris from Hurricane Florence.  |
| Atlantic Beach (Town) -Co-op w/ HSCWA               | Disaster Debris Removal Services                    | \$916.87       | 7.65 Tons | October – November 2018      | Removal of debris from Hurricane Florence.  |
| Lenoir County, NC                                   | Disaster Debris Removal Services                    | \$715,958.68   | 34,662    | September – November 2018    | Removal of debris from Hurricane Florence.  |
| University of North Carolina                        | Disaster Debris Removal Services                    | \$215,879.26   | 19,933    | October 2018                 | Removal of debris from Hurricane Florence.  |
| Horry County, SC                                    | Disaster Debris Removal Services                    | \$372,955.98   | 4,181     | October – November 2018      | Removal of debris from Hurricane Florence.  |
| NC Department of Transportation Division 2-Jones CO | Disaster Debris Removal Services                    | \$509,103.88   | 3,479     | October 2018 – January 2019  | Removal of debris from Hurricane Florence.  |

City of League City  
RFP 22-024 Debris Management Services

| Owner & Location               | Title of Work  | Value           | CY                                 | Time Period                  | Description   |
|--------------------------------|--|-----------------|------------------------------------|------------------------------|---|
| City of Olathe, KS             | Debris Removal and Disposal Services   | \$129,286.77    |                                    | January 2019 – February 2019 | Debris removal as a result of the January 2019 snowstorm.   |
| Indian River County, FL        | Red Tide Cleanup   | \$116,710.00    | 160,000 pounds of marine debris    | October 2018                 | Red Tide cleanup along over 22 miles of shoreline.  |
| Brookfield, CT                 | Disaster Debris Collection, Hauling, Grinding, Site Management and Disposal  | \$1,006,164.66  | Haul: 47,396<br>Grinding: 61,594   | June – July 2018             | Collection, hauling, grinding, site management and disposal of debris generated by a Macrobust Storm event in May of 2018.  |
| DTOP Central and South Regions | Contract No 2018-000-175 and Contract No. Contract No 2018-000-176, Debris Removal, Hauling, Consolidation, Processing and Disposal Services (Hurricane Maria) | \$39,789,170.25 | Haul: 310,052<br>Grinding: 301,900 | December 2017- January 2018  | Removal, processing and disposal of hurricane generated debris from state roads following Hurricane Maria, as well as grinding and mulch haul-out. Includes vegetative debris, trees, C&D debris. |
| USACE – Puerto Rico            | W912P8-13-R-0011, ACI SATOC for Temporary Roofing and Debris Management  | \$47,007,721.42 |                                    | October 2017 – April 2018    | Installation of Blue Roofs and roof repairs following Hurricane Maria performed by Ceres Caribe.  |
| Glynn County, GA               | Debris Removal and Disposal Services   | \$6,423,081.22  | 381,866                            | September-December 2017      | Removal of debris resulting from Hurricane Irma   |



City of League City  
RFP 22-024 Debris Management Services

| Owner & Location      | Title of Work                                    | Value           | CY      | Time Period                   | Description                                     |
|-----------------------|--|-----------------|---------|-------------------------------|---|
| Seminole County, FL   | Disaster Debris Hauling Services                 | \$13,151,655.57 | 786,619 | September 2017 – January 2018 | Hauling debris resulting from Hurricane Irma    |
| Miami-Dade County, FL | Hurricane Irma Debris Removal Services           | \$8,708,850.18  | 645,100 | September-November 2017       | Removal of debris resulting from Hurricane Irma |
| Miami, FL             | Emergency Debris Removal and Disposal Services   | \$6,309,411.42  | 455,554 | September-December 2017       | Removal of debris resulting from Hurricane Irma |
| Orange County, FL     | Disaster Recovery and Debris Removal             | \$5,524,027.41  | 330,555 | September-December 2017       | Removal of debris resulting from Hurricane Irma |
| Palmetto Bay, FL      | Emergency Debris Removal and Management Services | \$1,451,620.42  | 253,155 | September-October 2017        | Removal of debris resulting from Hurricane Irma |
| Palm Bay, FL          | Disaster Recovery Debris Removal Services        | \$1,914,781.78  | 133,824 | September-November 2017       | Removal of debris resulting from Hurricane Irma |
| North Lauderdale, FL  | Disaster and Debris Management Services          | \$1,418,512.32  | 215,574 | September-December 2017       | Removal of debris resulting from Hurricane Irma |
| Hollywood, FL         | Emergency Response and Recovery Services         | \$1,482,282.99  | 154,201 | September-November 2017       | Removal of debris resulting from Hurricane Irma |



City of League City  
RFP 22-024 Debris Management Services

| Owner & Location                      | Title of Work  | Value          | CY           | Time Period                   | Description                                     |
|---------------------------------------|--|----------------|--------------|-------------------------------|---|
| Miami Beach, FL                       | Disaster Recovery Services                                 | \$2,093,174.73 | 152,648      | September-December 2017       | Removal of debris resulting from Hurricane Irma |
| Melbourne, FL                         | Disaster Debris Removal Services                           | \$1,691,669.48 | 151,437      | September 2017 - January 2018 | Removal of debris resulting from Hurricane Irma |
| Pasco County, FL                      | Disaster Recovery and Debris Removal Services              | \$2,511,064.45 | 150,734      | September-December 2017       | Removal of debris resulting from Hurricane Irma |
| Tampa, FL                             | Emergency Debris Management and Disaster Recovery Services | \$2,348,100.45 | 145,174      | September - December 2017     | Removal of debris resulting from Hurricane Irma |
| Pinellas County, FL                   | Disaster Debris Collection & Removal Services              | \$3,204,060.97 | 123,916      | September-December 2017       | Removal of debris resulting from Hurricane Irma |
| Palm Beach County School District, FL | Debris (Cleanup) Services for Disaster Recovery Assistance | \$2,177,025.59 | 12,631 trees | September 2017 - January 2018 | Removal of debris resulting from Hurricane Irma |
| Indian River County, FL               | Disaster Debris Removal and Disposal                       | \$1,327,215.25 | 101,701      | September-December 2017       | Removal of debris resulting from Hurricane Irma |
| Port St. Lucie, FL                    | Emergency Debris Collection & Removal Services             | \$1,219,259.90 | 86,676       | September-December 2017       | Removal of debris resulting from Hurricane Irma |

City of League City  
RFP 22-024 Debris Management Services

| Owner & Location       | Title of Work  | Value          | CY        | Time Period               | Description                                     |
|------------------------|--|----------------|-----------|---------------------------|---|
| Sarasota, FL           | Disaster Recovery Services                                   | \$943,134.45   | 79,661    | September-December 2017   | Removal of debris resulting from Hurricane Irma |
| Palm Beach Gardens, FL | Emergency Debris and Disaster Recovery Services              | \$869,084.75   | 71,153    | September-November 2017   | Removal of debris resulting from Hurricane Irma |
| Jacksonville Beach, FL | Disaster Debris Management, Recovery & Response Services     | \$1,130,639.50 | 67,699    | September - October 2017  | Removal of debris resulting from Hurricane Irma |
| Winter Park, FL        | Disaster Recovery and Debris Removal Services                | \$880,653.53   | 46,441    | September - November 2017 | Removal of debris resulting from Hurricane Irma |
| Broward County, FL     | Disaster Debris Clearing and Removal Services                | \$347,132.15   | 45,903.99 | September - October 2017  | Removal of debris resulting from Hurricane Irma |
| Atlantic Beach, FL     | Citywide Emergency Debris Management Services Hurricane Irma | \$302,517.97   | 44,810    | September-October 2017    | Removal of debris resulting from Hurricane Irma |
| Miramar, FL            | Debris Management & Removal Services                         | \$301,569.75   | 38,572    | September - October 2017  | Removal of debris resulting from Hurricane Irma |
| FDOT District 5        | Emergency Cut & Toss/Debris Removal                          | \$846,989.27   | 19,793    | September - October 2017  | Removal of debris resulting from Hurricane Irma |

City of League City  
RFP 22-024 Debris Management Services

| Owner & Location                      | Title of Work   | Value        | CY             | Time Period                   | Description                                     |
|---------------------------------------|---|--------------|----------------|-------------------------------|---|
| Palm Beach County School District, FL | Debris (Haul) Services for Disaster Recovery Assistance   | \$883,957.36 | 17,948         | September 2017 - January 2018 | Removal of debris resulting from Hurricane Irma |
| Gulfport City, FL                     | Disaster Debris Collection & Removal Services, Hurricane Irma - (Participant Agreement with Pinellas County Govt) | \$164,179.56 | 10,241         | September-October 2017        | Removal of debris resulting from Hurricane Irma |
| FDOT District 1                       | Emergency Debris Removal  | \$402,649.05 | 7,719          | September-December 2017       | Removal of debris resulting from Hurricane Irma |
| Jupiter Island, FL                    | Disaster Recovery Debris Removal  | \$65,235.78  | 6,802          | September - October 2017      | Removal of debris resulting from Hurricane Irma |
| Jupiter Island, FL                    | Emergency Disposal of Debris  | \$45,848.72  | 6,802          | September - October 2017      | Removal of debris resulting from Hurricane Irma |
| Longboat Key, FL                      | Disaster Recovery Services  | \$54,060.41  | 3,194          | September-December 2017       | Removal of debris resulting from Hurricane Irma |
| Bal Harbor, FL                        | Disaster Debris Management Services   | \$60,061.50  | 2,565          | September - October 2017      | Removal of debris resulting from Hurricane Irma |
| Atlanta, GA                           | Emergency On-Call Services for Debris Removal   | \$322,631.25 | 2,363.25 hours | September-December 2017       | Removal of debris resulting from Hurricane Irma |

City of League City  
RFP 22-024 Debris Management Services

| Owner & Location                           | Title of Work   | Value          | CY     | Time Period               | Description   |
|--|---|----------------|--------|---------------------------|---|
| Miami-Dade County Schools, FL              | Emergency Debris Clearing                             | \$86,497.53    | 2,356  | September - October 2017  | Removal of debris resulting from Hurricane Irma   |
| New College, FL                            | Debris Removal Services                               | \$33,966.63    | 1,231  | September 2017            | Removal of debris resulting from Hurricane Irma   |
| Sweetwater, FL                             | Hurricane Irma Emergency Cut, Toss Debris Removal     | \$138,532.11   | 17,614 | October-December 2017     | Removal of debris resulting from Hurricane Irma   |
| FDOT District 7                            | Emergency Cut & Toss and Debris Removal               | \$16,594.00    |        | September-November 2017   | Removal of debris resulting from Hurricane Irma – Cut and Toss  |
| Houston, TX                                | Debris Removal  | \$963,022.29   | 80,014 | September - November 2017 | Removal of debris resulting from Hurricane Harvey   |
| Pearland, TX                               | Debris Management Services                            | \$1,065,532.89 | 54,771 | September – October 2017  | Removal of debris resulting from Hurricane Harvey   |
| Clear Brook Municipal Utility District, TX | Disaster Debris Clearance & Removal Services          | \$841,453.87   | 46,915 | September – October 2017  | Removal of debris resulting from Hurricane Harvey   |
| Wharton, TX                                | Disaster Debris Removal and Disposal Hurricane Harvey | \$509,104.30   | 31,829 | September – December 2017 | Emergency debris road clearance, debris removal (including tree and limb removal) and temporary debris staging and reduction site management following Hurricane Harvey |

City of League City  
RFP 22-024 Debris Management Services

| Owner & Location          | Title of Work   | Value           | CY        | Time Period               | Description   |
|---------------------------|---|-----------------|-----------|---------------------------|---|
| Katy, TX                  | Disaster Debris Clearance Contract  | \$599,003.40    | 29,495    | September - November 2017 | Removal of debris resulting from Hurricane Harvey   |
| Humble, TX                | Disaster Debris Clearance and Removal Services  | \$214,632.16    | 13,945    | September – October 2017  | Removal of debris resulting from Hurricane Harvey   |
| West University Place, TX | Disaster Debris Clearance and Removal Services  | \$34,301.16     | 1,131     | September 2017            | Removal of debris resulting from Hurricane Harvey   |
| Livingston Parish, LA     | Debris Removal & Site Management for Debris Reduction and Emergency Roadway Clearance | \$16,338,932.00 | 860,188   | August 2016 – August 2017 | Removal and disposal of debris from summer floods throughout the Parish. Ceres also removed 400,000 pounds of putrid food and 20,000 units of white goods ruined in the floods. |
| Denham Springs, LA        | Disaster Debris Removal   | \$4,070,506.96  | 275,507   | August 2016 – August 2017 | Removal and disposal of flood debris following heavy rains. Ceres also removed more than 1,500 units of electronic waste.   |
| Albany, GA                | Disaster Related Debris Removal Services  | \$4,973,565.60  | 378,548   | February – June 2017      | Debris removal and disposal within the City following a January tornado   |
| Beaufort County, SC       | Storm Debris Removal, Debris Management Site Operations and Disposal                  | \$24,790,569.30 | 1,630,533 | October 2016 – April 2017 | Collection, removal and reduction of debris from public and private ROW following Hurricane Matthew   |



City of League City  
RFP 22-024 Debris Management Services

| Owner & Location   | Title of Work  | Value           | CY      | Time Period                  | Description   |
|--|--|-----------------|---------|------------------------------|---|
| Savannah, GA   | Storm Debris Removal Services  | \$11,934,437.55 | 449,873 | October 2016 – June 2017     | Debris removal after Hurricane Matthew, removal and reduction of vegetative debris, trees and stumps. Ceres also removed almost 50,000 CY of waterway debris. |
| South Carolina DOT (Berkeley, Jasper and Hampton Counties) | Disaster Recovery Assistance following a Declared Disaster                       | \$3,263,229.11  | 217,414 | October 2016 – April 2017    | Removal and disposal of vegetative debris from County ROW in three counties following Hurricane Matthew   |
| Indian River County, FL                                    | Disaster Debris Removal & Disposal   | \$1,177,749.04  | 93,227  | October 2016 – December 2016 | Debris removal resulting from Hurricane Matthew.  |
| Palm Bay, FL   | Debris Removal/Disaster Recovery Services  | \$1,052,878.00  | 84,932  | October 2016 – January 2017  | Collection, reduction and disposal of vegetative and C&D debris resulting from Hurricane Matthew  |
| New Orleans, LA  | Disaster Street-Clearing and Debris Collection, Removal, Processing and Disposal | \$830,312.50    | 57,440  | January – April 2017         | Removal and disposal of vegetative and C&D debris resulting from early tornado in Louisiana, as well as clearing of 60 trees and 150 limbs from the City      |



City of League City  
RFP 22-024 Debris Management Services

| Owner & Location       | Title of Work                                   | Value          | CY         | Time Period                  | Description  |
|------------------------|---|----------------|------------|------------------------------|--|
| Jacksonville Beach, FL | Standby Contract for Disaster Services          | \$745,594.00   | 49,308     | October 2016 – January 2017  | Removal and disposal of hurricane debris within the City, including more than 3,000 cubic yards of sand reclamation from beaches |
| Brunswick, GA          | Debris Removal and Disposal                     | \$352,224.04   | 46,890     | November 2016 – January 2017 | Removal and disposal of vegetative and C&D debris following Hurricane Matthew  |
| Glynn County, GA       | Debris Removal and Disposal Services            | \$7,945,091.78 | 441,127 CY | October 2016 – March 2017    | Removal of debris resulting from Hurricane Matthew   |
| Lenoir County, NC      | Debris Management Services                      | \$556,787.00   | 45,387     | October – December 2016      | Removal of vegetative and C&D debris resulting from Hurricane Matthew  |
| Atlantic Beach, FL     | Emergency Debris Management Services            | \$148,674.00   | 21,807     | October 2016 – January 2017  | Collection and hauling of vegetative debris within City limits following Hurricane Matthew                                       |
| Palm Beach Gardens, FL | Emergency Debris and Disaster Recovery Services | \$31,507.78    | 3,936      | November 2016                | Clearing and removing vegetative debris from public ROW in the City following Hurricane Matthew.                                 |
| Jupiter Island, FL     | Disaster Recovery Debris Removal                | \$49,088.80    | 3,548      | October - November 2016      | Pick up, haul and dispose of vegetative debris resulting from Hurricane Matthew.   |



City of League City  
RFP 22-024 Debris Management Services

| Owner & Location                                     | Title of Work  | Value        | CY                      | Time Period                  | Description   |
|--|--|--------------|-------------------------|------------------------------|---|
| Bald Head Island, NC                                 | Debris Removal and Disposal  | \$45,647.47  | 1,944                   | November 2016                | Vegetative debris removal and disposal services as a result of Hurricane Matthew  |
| Fernandina Beach, FL                                 | Hurricane & Other Disasters, Debris Removal Reduction and Disposal | \$406,166.00 | 1,792 CY<br>1,310 limbs | October – November 2016      | Collection, reduction and disposal of vegetative debris as well as hangers and leaners following Hurricane Matthew      |
| Charleston County Park and Recreation Commission, SC | Debris Removal and Disposal Services                               | \$38,592.00  | 1,106 CY<br>59 trees    | October – December 2016      | Clearing of hurricane debris from roads throughout the County, and damaged trees  |
| Cumberland County, NC                                | Disaster Debris Clearance & Removal                                | \$33,175.00  | 250                     | December 2016 – January 2017 | Removal and disposal of debris from Hurricane Matthew   |
| Taylor County, FL                                    | Disaster Debris Management   | \$274,631.96 | 28,509                  | October 2016                 | Debris removal of vegetative and C&D debris generated from Hurricane Hermine. Ceres also removed 238 white goods units. |
| Pasco County, FL                                     | Disaster Debris Management Services                                | \$29,460.34  | 2,682                   | September 2016               | Debris collection, hauling and disposal of debris related to Hurricane Hermine.   |
| Zachary, LA  | Disaster Debris Management and Removal                             | \$183,611.91 | 17,398                  | August – September 2016      | Management and removal of disaster debris resulting from Louisiana floods   |



City of League City  
RFP 22-024 Debris Management Services

| Owner & Location   | Title of Work  | Value          | CY   | Time Period                | Description   |
|--|--|----------------|--|----------------------------|---|
| Bastrop County, TX   | Debris Removal Contractor  | \$13,923.80    | 535  | June 2016                  | Post-event debris removal of vegetative debris from three flood events in Bastrop County  |
| Oklahoma Environmental Management Authority (Canadian County and Cities of, El Reno, Yukon, Piedmont, Calumet, and Union City) | Emergency Debris Removal Services/ Grinding and Burning of Disaster Debris | \$2,040,657.00 | 237,427 CY collection and removal<br>151,127 CY Grinding<br>213,223 CY Air Burning | December 2015 – March 2016 | Collection and removal of ice storm generated debris from public ROW after Winter Storm Goliath. Ceres also performed the initial 70-hour push for OEMA and disposed of debris by grinding and air curtain burning. |
| City of Warr Acres, OK   | Post Event Debris Removal  | \$366,829.01   | 34,773   | January – February 2016    | Pick up, hauling and disposal of woody debris from the City's right of ways after winter ice storm  |
| City of Oklahoma City, OK  | Emergency Storm Debris Removal   | \$2,655,604.85 | 26,411   | December 2015 – April 2016 | Collection, removal, and disposal of storm debris generated by the November 2015 ice storm  |
| Livingston Parish, LA  | Waterway Debris Removal  | \$606,874.58   | 8,538 CY, 144 Boats  | October – December 2015    | FEMA approved debris removal project of vegetative, C&D, and white good debris removal from waterways in Livingston Parish  |



City of League City  
RFP 22-024 Debris Management Services

| Owner & Location                         | Title of Work   | Value          | CY                       | Time Period            | Description   |
|--|---|----------------|--------------------------|------------------------|---|
| Dawson County, GA                        | Disaster Debris Removal & Disposal Services   | \$927,163.49   | 49,645 CY, 2,976 Hangers | March – July 2015      | Debris removal operations of vegetative debris resulting from February 2015 ice storm   |
| Lee County BOCC, MS                      | Tornado Debris Removal and Disposal Services, post event FEMA DR-4175MS                   | \$436,118.02   | 65,149                   | May - June 2014        | Tornado Debris Removal and Disposal Services related to Spring tornado. ROW debris collection and disposal                                    |
| City of Graysville, AL                   | Storm Debris Removal Services, post tornado event FEMA DR-4176AL                          | \$1,122,186.34 | 77,285                   | May - August 2014      | Removal of all hazards from City ROW  |
| City of Adamsville, AL                   | Emergency Debris Removal - post tornado event FEMA DR-4176AL                              | \$306,247.30   | 21,817                   | May - August 2014      | Removal and disposal of eligible tornado-related debris from the ROW including vegetative, C&D, and hazardous hanging limbs, trees and stumps |
| City of Kimberly, AL                     | Removal and Disposal of Eligible Disaster Debris from ROW, FEMA DR1476AL                  | \$305,184.28   | 21,057                   | May - June 2014        | Removal and Disposal of Eligible Disaster Debris from ROW   |
| Columbia County, GA                      | Removal and Disposal of Disaster Debris   | \$8,539,038.00 | 648,444                  | February – August 2014 | Removal, collection, reduction, and disposal of over 500,000 CY of vegetative debris  |
| State of NC Department of Transportation | Guilford County – Western Section Removal and Disposal of Storm-Related Vegetative Debris | \$6,816,757.00 | 417,572                  | March – October 2014   | Removal, collection, reduction, and disposal of over 400,000 CY of vegetative debris  |

City of League City  
RFP 22-024 Debris Management Services

| Owner & Location                         | Title of Work  | Value          | CY  | Time Period           | Description   |
|--|--|----------------|---|-----------------------|---|
| City of Rapid City, SD; Rapid City, SD   | Removal and Disposal of Eligible Disaster-Related Tree and Other Vegetative Debris | \$1,440,473.80 | 100,664 CY<br>7,538 Hangers<br>481 Leaners            | October-December 2013 | Removal, collection, reduction, and disposal of over 100,000 CY of vegetative debris produced by early winter/ice storm within the City.                    |
| City of Albemarle, NC; Albemarle, NC     | Debris Removal and Processing  | \$732,260.92   | 46,578  | July-September 2013   | Cleanup of debris and tree removal following June Microburst Storm. Removed and processed 46,500 CY of vegetative debris.                                   |
| City of Minneapolis, MN; Minneapolis, MN | Removal and Disposal of Eligible Disaster Debris                                   | \$463,585.97   | 3,000+ Trees<br>800+ Stumps<br>2,000+ Loads of Debris | June - October 2013   | Citywide cleanup of wind-damaged trees. Removal of over 800 hazardous stumps and hauling of over 2,000 loads of storm debris.                               |
| City of Worthington; Worthington, MN     | Post Ice Storm April 9-12, 2013 Disaster Response and Recovery Services            | \$1,162,027.27 | 69,064  | April - June 2013     | Citywide cleanup of ice-damaged trees. Removed hazardous hangers from over 8500 trees, hauled over 60,000 CY of debris and removed 775 storm-damaged trees. |

City of League City  
RFP 22-024 Debris Management Services

| Owner & Location                                 | Title of Work  | Value          | CY     | Time Period           | Description   |
|--|--|----------------|--------|-----------------------|---|
| City of Sioux Falls; Sioux Falls, SD             | Removal and Disposal of Eligible Disaster-Related Tree and Other Vegetative Debris | \$988,278.92   | 10,370 | April - June 2013     | Cleanup of winter storm debris from City ROWs including streets, roads, parks, and other maintained in-use public property and utility ROWs.  |
| Township of Scotch Plains, NJ; Scotch Plains, NJ | Disaster Debris Removal and Management Services                                    | \$16,000.00    |        | March - April 2013    | Grind stumps from Hurricane Sandy   |
| City of Little Rock; Little Rock, AR             | Removal and Disposal of Snowstorm Debris   | \$1,043,680.00 | 15,714 | February – April 2013 | Cutting, clean up, removal, hauling, reduction and disposal of trees, limbs, stumps and debris from public property (right-of-way and public access). Ceres finished 3 weeks ahead of schedule. |
| City of Garwood, NJ; Garwood, NJ                 | Post Hurricane Sandy Tree Work   | \$22,039.88    | 1,035  | December 2012         | Loaded and hauled vegetative debris from City ROW to disposal site. Removed hazardous hanging limbs and disposed of them with the other vegetative debris.                                      |
| City of Mountainside, NJ; Mountainside, NJ       | Post-Hurricane Sandy Cleanup   | \$18,594.00    | 1,545  | December 2012         | Load and haul debris caused by Hurricane Sandy on public Rights of Way to TDSRS or final disposal sites.  |



City of League City  
RFP 22-024 Debris Management Services

| Owner & Location                                      | Title of Work  | Value        | CY     | Time Period              | Description  |
|---|--|--------------|--------|--------------------------|--|
| Township of Medford, NJ; Medford, NJ                  | ROW Vegetative Debris and Hazardous Trees Removal                              | \$76,186.00  | 9,184  | December 2012            | Removal and disposal of eligible storm-generated vegetative debris. Removal of stumps, hanging limbs and hazardous trees.                                    |
| Town of Islip, NY; Islip, NY                          | Removal and Disposal of Damaged Household Contents and Storm Demolition Debris | \$57,277.51  | 493    | November - December 2012 | Collection and disposal of C&D debris and damaged household contents from homes severely impacted by Hurricane Sandy.  |
| Environmental Chemical Corp. (ECC); Staten Island, NY | Hurricane Sandy Relief Efforts / Debris Removal                                | \$184,571.55 | 1,057  | November 2012            | Subcontractor to USACE prime contractor. Long haul of debris from Staten Island, NY to various DMS sites.  |
| St. Bernard Parish; St. Bernard Parish, LA            | Post-Disaster Debris Removal in Support of Emergency Operations                | \$385,297.69 | 23,510 | November - December 2012 | Debris Removal in support of emergency operations. Removed Stumps, Hangers and Trees. ROE work   |
| City of Denham Springs; Denham Springs, LA            | Post-Event Disaster Debris Removal Services                                    | \$309,763.69 | 12,184 | September - October 2012 | Removed and hauled vegetative and C&D storm debris to DMS. Ground debris and hauled to final disposal site. Trimmed 100 hangers and removed 2 leaning trees. |

City of League City  
RFP 22-024 Debris Management Services

| Owner & Location                            | Title of Work   | Value          | CY      | Time Period              | Description  |
|---|---|----------------|---------|--------------------------|--|
| Livingston Parish;<br>Livingston Parish, LA | Debris Removal and Site Management for Debris Reduction and Emergency Roadway Clearance                                   | \$202,476.98   | 15,891  | September - October 2012 | Removed and hauled vegetative and C&D debris and white goods from ROW in Livingston Parish and the municipalities of Killian, Maurepas and Springfield. Vegetative debris was reduced by burning at the DMS before final disposal. |
| City of Kenner;<br>Kenner, LA               | Post-Disaster Debris Collection, Processing and Disposal Services   | \$794,073.00   | 53,862  | August - September 2012  | Removed and hauled vegetative and C&D debris to City landfill. Removed stumps. Due to possible contamination of bagged vegetative debris, the bags were treated as mixed debris, which required special equipment.                 |
| Jefferson Parish;<br>Jefferson Parish, LA   | Collection, Processing and Disposal of Hurricane Isaac-Generated Storm Debris from ROW in Unincorporated Jefferson Parish | \$1,503,843.22 | 125,149 | August - September 2012  | Removed and hauled vegetative and C&D debris from Parish ROW to final disposal site. Removed hangers, leaning trees and hazardous stumps.  |



City of League City  
RFP 22-024 Debris Management Services

## A.b).2 References

Ceres Environmental Services, Inc. has a long record of successful contract performance. The following tables contain a selection of our references from projects completed in the past five (5) years. Many of our customers have provided formal evaluations or letters of recommendation that attest to our strong performance and record of customer service and satisfaction. A selection of these letters is also included in this section of our proposal.

### Texas

| Event                          | Contract Activity   | Government Entity                          | Amount                      | Contract Period          |
|--------------------------------|---|--|-----------------------------|--------------------------|
| <b>Hurricane Harvey</b>        | Disaster Debris Clearance Contract  | Katy, TX                                   | \$599,003.40<br>29,495 CY   | September-November 2017  |
|                                | <b>Point of Contact:</b> Jason Rivera, Public Works Director, 901 Avenue C, Katy, TX 77493; Tel. (281) 574-8622; Fax. (281) 391-4820; <a href="mailto:jrivera@cityofkaty.com">jrivera@cityofkaty.com</a>              |  |                             |                          |
| <b>Winter Storm Uri</b>        | Debris Management Services  | Pearland, TX                               | \$43,695.90<br>2,210 CY     | February-March 2021      |
|                                | <b>Point of Contact:</b> Laurie Rodriguez, Environmental Services Superintendent; 3519 Liberty Dr., Pearland, TX 77581; Tel. (281) 652-1813; <a href="mailto:lrodriguez@pearlandtx.gov">lrodriguez@pearlandtx.gov</a> |  |                             |                          |
| <b>Hurricane Harvey</b>        | Debris Management Services  | Pearland, TX                               | \$1,065,532.89<br>54,771 CY | September – October 2017 |
|                                | <b>Point of Contact:</b> Laurie Rodriguez, Environmental Services Superintendent; 3519 Liberty Dr., Pearland, TX 77581; Tel. (281) 652-1813; <a href="mailto:lrodriguez@pearlandtx.gov">lrodriguez@pearlandtx.gov</a> |  |                             |                          |
| <b>Tropical Storm Nicholas</b> | Debris Removal and Disposal Services  | Richwood, TX                               | \$140,461'<br>11,437 CY     | September-October 2021   |
|                                | <b>Point of Contact:</b> Eric Foerster, City Manager, 1800 Brazosport Blvd. Richwood, Texas 77531, Tel. (979) 265-3583; <a href="mailto:efoerster@richwoodtx.gov">efoerster@richwoodtx.gov</a>                        |  |                             |                          |
| <b>Winter Storm Uri</b>        | Post Disaster Debris Collection, Processing, and Disposal Services  | Nacogdoches, TX                            | \$243,583<br>Hourly         | March – April 2021       |
|                                | <b>Point of Contact:</b> Cary Walker, Public Works Manager, 202 East Pilar Street Nacogdoches, TX 75961 Tel. (936) 559-2582, <a href="mailto:walkercl@nactx.us">walkercl@nactx.us</a>                                 |  |                             |                          |
| <b>Hurricane Harvey</b>        | Disaster Debris Clearance & Removal Services  | Clear Brook Municipal Utility District, TX | \$841,453.87<br>46,915      | September – October 2017 |
|                                | <b>Point of Contact:</b> Cecelia Ganje, General Manager, 11911 Blackhawk Blvd., Houston, TX 77089; Tel. (281) 484-1562, F:(281) 484-3533 C: 832-250-6756, <a href="mailto:cganje@cbcmud.com">cganje@cbcmud.com</a>    |  |                             |                          |



City of League City  
RFP 22-024 Debris Management Services

## Louisiana

| Event                             | Contract Activity   | Government Entity     | Amount                             | Contract Period               |
|-----------------------------------|---|-----------------------|------------------------------------|-------------------------------|
| <b>Hurricane Ida</b>              | Debris Removal & Site Management for Debris Reduction and Emergency Roadway Clearance   | Livingston Parish, LA | \$23,019,823.<br>1,260,938 CY      | August 2021 – January 2022    |
|                                   | <b>Point of Contact:</b> Mark Harrell, Director of Homeland Security Office, 20355 Government Blvd., Suite D, Livingston, LA 70754; Tel. (225) 686-3066; Fax (225) 686-7280; <a href="mailto:lohsepl@lpgov.com">lohsepl@lpgov.com</a> |                       |                                    |                               |
| <b>Hurricane Ida</b>              | Disaster Debris Removal   | Gonzales, LA          | \$1,623,500<br>106,041 CY          | September – October 2021      |
|                                   | <b>Point of Contact:</b> Jackie Baumann, City Engineer, 120 S. Irma Blvd., Gonzales, LA 70737; Tel. (225) 647-9589; <a href="mailto:jackie@gonzalesla.com">jackie@gonzalesla.com</a>  |                       |                                    |                               |
| <b>Hurricane Ida</b>              | Disaster Debris Management Services   | Thibodaux, LA         | \$1,653,961<br>105,691             | August – November 2021        |
|                                   | Jacques Thibodeaux, Special Projects Coordinator, Emergency Preparedness Director; P.O. Box 5418; 310 W. 2nd St; Thibodaux LA, 70301; Tel. 504-915-3120; <a href="mailto:jacquest@ci.thibodaux.la.us">jacquest@ci.thibodaux.la.us</a> |                       |                                    |                               |
| <b>Hurricanes Laura and Delta</b> | Debris Clearance and Removal Services   | Cameron Parish, LA    | \$30,311,101.83<br>1,151,056.60 CY | August 2020 – May 2021        |
|                                   | <b>Point of Contact:</b> Katie Armentor, Police Jury Administrator, (337) 540-8617 or (337) 775-2608; 148 Smith Circle, Cameron, LA 70631; <a href="mailto:karmentor@cameronpj.org">karmentor@cameronpj.org</a>                       |                       |                                    |                               |
| <b>Hurricanes Delta and Laura</b> | Debris Removal and Disposal Services  | Allen Parish, LA      | \$8,531,679.06<br>551,046.20 CY    | September 2020 – January 2021 |
|                                   | <b>Point of Contact:</b> Jacob Dillehay, Administrator/Engineer, 602 Court Street, Oberlin, LA 70638; Tel. (337) 639-4328; <a href="mailto:jdillehay@appj.us">jdillehay@appj.us</a>   |                       |                                    |                               |
| <b>Hurricanes Delta and Laura</b> | Disaster Debris Removal   | Vermilion Parish, LA  | \$4,895,966.09<br>265,883.85 CY    | September – December 2020     |
|                                   | <b>Point of Contact:</b> Billy Noegel, Public Works Director, 100 North State Street, Suite 200, Abbeville, LA 70510; Tel. (337) 652-9107; <a href="mailto:wpnoegel@gmail.com">wpnoegel@gmail.com</a>                                 |                       |                                    |                               |
| <b>2016 Floods</b>                | Debris Removal & Site Management for Debris Reduction and Emergency Roadway Clearance   | Livingston Parish, LA | \$16,339,988.71<br>1,348,249 CY    | August 2016 – August 2017     |
|                                   | <b>Point of Contact:</b> Mark Harrell, Director of Homeland Security Office, 20355 Government Blvd., Suite D, Livingston, LA 70754; Tel. (225) 686-3066; Fax (225) 686-7280; <a href="mailto:lohsepl@lpgov.com">lohsepl@lpgov.com</a> |                       |                                    |                               |
| <b>2016 Floods</b>                | Disaster Debris Removal   | Denham Springs, LA    | \$4,070,506.96<br>275,507 CY       | August 2016 – August 2017     |

City of League City  
RFP 22-024 Debris Management Services

| Event                        | Contract Activity   | Government Entity     | Amount                                   | Contract Period                     |
|------------------------------|---|-----------------------|--|-------------------------------------|
|                              | <b>Point of Contact:</b> Melvin Womack, Purchasing Agent, 941 Government Street, Denham Springs, LA 70727; Tel. (225) 667-8385; <a href="mailto:purchasing@cityofdenhamsprings.com">purchasing@cityofdenhamsprings.com</a>            |                       |  |                                     |
| <b>2018 Waterway Cleanup</b> | Waterway Debris Removal   | Livingston Parish, LA | \$35,945,163.56<br>1,899,448 Linear Feet | May – November 2018; 2019 - Current |
|                              | <b>Point of Contact:</b> Mark Harrell, Director of Homeland Security Office, 20355 Government Blvd., Suite D, Livingston, LA 70754; Tel. (225) 686-3066; Fax (225) 686-7280; <a href="mailto:lohsepl@lpgov.com">lohsepl@lpgov.com</a> |                       |  |                                     |

### Georgia

| Event                    | Contract Activity   | Government Entity                               | Amount                           | Contract Period           |
|--------------------------|---|---|----------------------------------|---------------------------|
| <b>Hurricane Michael</b> | ACI Debris removal and services across 13 southwest Georgia counties.   | U.S. Army Corps of Engineers, Savannah District | \$134,159,610.00<br>4,934,780 CY | October 2018- March 2019  |
|                          | <b>Point of Contact:</b> Tonja Dreke, Contracting Officer, 100 W. Ogelthorpe Ave. Savannah, GA 31401; Tel: (912) 652-6071; <a href="mailto:Tonja.j.dreke@usace.army.mil">Tonja.j.dreke@usace.army.mil</a>                                   |   |                                  |                           |
| <b>Georgia Tornados</b>  | Disaster Debris Hauling Services  | Dougherty County, GA                            | \$9,500,000.00<br>950,000 CY     | February – May 2017       |
|                          | <b>Point of Contact:</b> Larry Cook, Director of Public Works; 222 Pine Avenue, P.O. Box 1827, Albany, GA 31702; Tel: (229) 446-2739, Fax (229) 438-3967; <a href="mailto:LCook@dougherty.ga.us">LCook@dougherty.ga.us</a>                  |   |                                  |                           |
| <b>Hurricane Irma</b>    | Debris Removal & Disposal Services  | Glynn County, GA                                | \$6,423,081.22<br>381,865 CY     | September-December 2017   |
|                          | <b>Point of Contact:</b> Dave Austin, Public Works and Maintenance Director, 4145 Norwich Street Ext, Brunswick, GA 31520; Tel (912) 554-7701; <a href="mailto:daustin@glynncounty-ga.gov">daustin@glynncounty-ga.gov</a>                   |   |                                  |                           |
| <b>Winter Storm Pax</b>  | Removal and Disposal of Disaster Debris   | Columbia County, GA                             | \$8,539,038.00<br>648,444 CY     | February – August 2014    |
|                          | <b>Point of Contact:</b> Suzie Hughes, EMA Specialist VI, 650-B Ronald Reagan Drive, Evans, GA 30809, Tel. (706) 868-3303, Fax (706) 868-3343, <a href="mailto:shughes@columbiacountyga.gov">shughes@columbiacountyga.gov</a>               |   |                                  |                           |
| <b>Hurricane Matthew</b> | Debris Removal & Disposal Services  | Glynn County, GA                                | \$7,945,091.78<br>496,202 CY     | October 2016 – March 2017 |
|                          | <b>Point of Contact:</b> Dave Austin, Director, Public Works & Park Services, 4145 Norwich Street, Brunswick, GA 31520; Tel: (912) 554-7701; Fax (888) 558-1549; <a href="mailto:daustin@glynncounty-ga.gov">daustin@glynncounty-ga.gov</a> |   |                                  |                           |

City of League City  
RFP 22-024 Debris Management Services

### Tennessee

| Event  | Contract Activity                                | Government Entity   | Amount                          | Contract Period   |
|--|--|---------------------|---------------------------------|-------------------|
| <b>2020 Tornado</b>  | Disaster Debris Collection and Disposal Services | Hamilton County, TN | \$5,369,509.79<br>409,504.30 CY | April – June 2020 |
| <b>Point of Contact:</b> John Agan, Director of Engineering & Facilities Maintenance, 4005 Cromwell Road, Chattanooga, TN 37421; Tel. (423) 315-3840; <a href="mailto:johna@hamiltontn.gov">johna@hamiltontn.gov</a> |  |                     |                                 |                   |

### Florida

| Event  | Contract Activity  | Government Entity       | Amount  | Contract Period               |
|--|--|-------------------------|---|-------------------------------|
| <b>Hurricane Irma</b>  | Disaster Debris Hauling Services   | Seminole County, FL     | \$13,151,655.57<br>786,619 CY                       | September 2017 – January 2018 |
| <b>Point of Contact:</b> Hector Valle, Manager of Environmental Programs; 1301 East Second Street, Sanford, FL 32771; Tel: (407) 665-2261; Fax: (407) 324-5731; <a href="mailto:hvalle@seminolecountyfl.gov">hvalle@seminolecountyfl.gov</a>   |  |                         |   |                               |
| <b>Hurricane Michael</b>   | Disaster Recovery Services for Debris and Vegetation Removal from Waterways and Natural Creeks | Leon County, FL         | \$2,632,596.05<br>242,092 CY                        | October – November 2018       |
| <b>Point of Contact:</b> Brent Pell, Public Works Director; 2280 Miccosukee Rd. Tallahassee, FL 32308; Tel: (850) 606-1415; <a href="mailto:pellb@leoncountyfl.gov">pellb@leoncountyfl.gov</a>   |  |                         |   |                               |
| <b>Hurricane Michael</b>   | Debris Removal and Disposal Services   | Tallahassee, FL         | \$1,617,607.86<br>236,035 CY, including 8,270 trees | October 2018                  |
| <b>Point of Contact:</b> Reginald C. Ofuani, General Manager; 300 S. Adams St., Tallahassee, FL 32301; Tel: (850) 556-7134; <a href="mailto:reginald.ofuani@talgov.com">reginald.ofuani@talgov.com</a>   |  |                         |   |                               |
| <b>Hurricane Irma</b>  | Disaster Recovery Services   | Sarasota, FL            | \$853,148.06<br>79,661 CY                           | September-December 2017       |
| <b>Point of Contact:</b> Doug Jeffcoat, Public Works Director; 1761 12th Street, Sarasota, FL 34236; Tel. (941) 329-6101 ext 6101; <a href="mailto:douglas.jeffcoat@sarasotafl.gov">douglas.jeffcoat@sarasotafl.gov</a>                        |  |                         |   |                               |
| <b>Hurricane Irma</b>  | Emergency Debris Management Services   | Winter Park, FL         | \$571,118.21<br>46,441 CY                           | September - November 2017     |
| <b>Point of Contact:</b> Keri Martin, Debris Project Manager/Risk Manager; 401 Park Avenue South, Winter Park, FL 32789; Tel. (407) 599-3390 or (407) 427-3809; <a href="mailto:kmartin@cityofwinterpark.org">kmartin@cityofwinterpark.org</a> |  |                         |   |                               |
| <b>Red Tide Cleanup</b>  | Disaster Recovery Services for Debris and Vegetation Removal from Waterways and Natural Creeks | Indian River County, FL | \$116,710.00<br>160,000 pounds of marine debris     | October 2018                  |

City of League City  
RFP 22-024 Debris Management Services

| Event                 | Contract Activity   | Government Entity       | Amount                       | Contract Period           |
|-----------------------|---|-------------------------|------------------------------|---------------------------|
|                       | <b>Point of Contact:</b> James Ennis, PE PMP; 1800 27 <sup>th</sup> Street, Vero Beach, FL 32960; Tel: (772) 226-1221; <a href="mailto:jennis@ircgov.com">jennis@ircgov.com</a>   |                         |                              |                           |
| <b>Hurricane Irma</b> | Disaster Debris Removal and Disposal  | Indian River County, FL | \$1,327,215.25<br>101,701 CY | September-December 2017   |
|                       | <b>Point of Contact:</b> James Ennis, PE PMP; 1800 27 <sup>th</sup> Street, Vero Beach, FL 32960; Tel: (772) 226-1221; <a href="mailto:jennis@ircgov.com">jennis@ircgov.com</a>   |                         |                              |                           |
| <b>Hurricane Irma</b> | Emergency Debris and Disaster Recovery Services   | Palm Beach Gardens, FL  | \$869,084.75<br>71,153 CY    | September - November 2017 |
|                       | <b>Point of Contact:</b> David Reyes, Director, Public Services and Emergency Management, 10500 North Military Trail, Palm Beach Gardens, FL 33410; Tel. (561) 804-7015, <a href="mailto:dreyes@pbgfl.com">dreyes@pbgfl.com</a> |                         |                              |                           |



## City of Pearland

3501 E. Orange St  
Pearland, Texas 77581  
Tel: 281.652.1900  
pearlandtx.gov

March 17, 2021

Tia Laurie  
Director of Administration  
Ceres Environmental Services, Inc.  
6968 Professional Parkway East  
Sarasota, FL 34240

RE: Recommendation

Dear Ms. Laurie

In response to Winter Storm Uri, the City of Pearland formally activated Ceres Environmental Services, Inc. for Debris Management Services. Chad Dorsey and Mike Beevers were assigned to coordinate the debris removal for our City. They both were very professional, friendly, and informative while on the ground. They worked with our City staff to ensure seamless removal of residential debris timely. Our City staff appreciate the guidance they were able to provide and would recommend them for future projects.

Thank you for your service to the City and its residents.

Sincerely,

A handwritten signature in blue ink that reads "Laurie Rodriguez".

Laurie Rodriguez



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**From:** Ramiro Gomez <[rgomez@cityofedinburg.com](mailto:rgomez@cityofedinburg.com)>

**Sent:** Thursday, September 3, 2020 5:04 PM

**To:** Rob Smith <[Rob.Smith@Ceresops.com](mailto:Rob.Smith@Ceresops.com)>; Bowyer, Kim <[Kim.Bowyer@tetrattech.com](mailto:Kim.Bowyer@tetrattech.com)>; Kamara, Betty <[Betty.Kamara@tetrattech.com](mailto:Betty.Kamara@tetrattech.com)>; Yao, Oliver <[Oliver.Yao@tetrattech.com](mailto:Oliver.Yao@tetrattech.com)>; Karl A. Dix <[karl.dix@ceresenv.com](mailto:karl.dix@ceresenv.com)>; Tia Laurie <[tia.laurie@ceresenv.com](mailto:tia.laurie@ceresenv.com)>

**Subject:** [EXTERNAL] Project Closing

Gentlemen, on behave of the City of Edinburg our Mayor, City Council and our Administration, we would like to express our sincere appreciation for the professionalism exhibited and the expeditious handling of this project; and I would like to take this opportunity to personally **Thank** each and every single person that worked with us to bring some normality to our residents after such an event. It was truly a pleasure working alongside so many knowledgeable professionals in this field. We hope, that if the need were ever to arise again, that the same team would come back to help us out again.

Sincerely,  
Ramiro Gomez

**Ramiro L. Gomez, Jr.**

Director

**Dept. of Solid Waste Management**



**P:** (956) 381-5635

**F:** (956) 292-2120

**Email:** [rgomez@cityofedinburg.com](mailto:rgomez@cityofedinburg.com)

**Physical Address:** 8601 North Jasman Rd. Edinburg, Texas 78542

**Mailing Address:** PO Box 1079 Edinburg, Texas 78539

Follow us:







**Mark R. Johnson**  
*Mayor*

March 23, 2022

To Whom It May Concern,

It is my great pleasure to recommend Ceres Environmental Services Inc. to any organization in need of debris removal services. The City of Covington, located in southeast Louisiana, completed an RFP for a standing debris removal service contract over the summer of 2021 and executed a contract in early August 2021. Less than one month later Hurricane Ida formed in the Gulf of Mexico and was projected to impact the City of Covington. Within hours of being notified of the possible strength of the storm, Ceres contacted our staff to provide assurance they were ready to respond if needed. The City pre-emptively issued a purchase order one day ahead of the projected impacts to enable Ceres to activate immediately if necessary.

Weather bands from Hurricane Ida started rolling in the evening of Sunday, August 29th, 2021. Severe weather conditions continued throughout that evening until approximately 6:00 AM Monday morning, at which point the City's Public Works Director determined roads were impassable and we needed to activate Ceres. By 7:00 AM I made direct contact with our Ceres representative and a crew was mobilized. By 11:00 AM our assigned Project Manager arrived in town and a kickoff meeting was held. By 1:00 PM the city was divided into response zones and several debris crews were in route to our area. Debris push efforts on City roads began the following morning at sunrise.

The immediate response by Ceres within hours of activation was the key component to the City being able to clear roads for emergency response and reentry. Not only were the crews able to move quickly and efficiently, our Project Manager had a strong understanding of FEMA regulations. It was immediately clear that the City's ability to seek FEMA reimbursement based on eligibility was a priority for Ceres.

Our Project Manager and debris crews were in Covington working nearly 7 days a week from August 30th through mid-December. During this time, Ceres demonstrated their ability to operate independently, which allowed the City's leadership to focus on re-establishing City operations. Our Project Manager maintained on-going coordination with the staff, provided notifications of time-sensitive matters, and kept a sharp focus on the community's need to recover and return to daily life as quickly as possible. Meanwhile, he continued to prioritize the City's eligibility for FEMA reimbursement.

I can confidently say the City of Covington's speedy and successful recovery in the wake of Hurricane Ida is in large part due to the excellent planning and execution of our Ceres team.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Erin Bivona', with a stylized, flowing script.

Erin Bivona

Chief Administrative Officer

City of Covington, LA

## City of Thibodaux- Office of Emergency Preparedness

310 North Canal Blvd. P.O. Box 5418

Thibodaux, La. 70302



January 7, 2022


David McIntyre  
Ceres Environmental

I would like to offer my personal thanks to you for the efforts of Karl Dix, Mike Beevers and Mike Dillard for their work in support of the City of Thibodaux in response to Hurricane Ida.

I would like to preface my gratitude with some of my personal background. I am currently serving with the City of Thibodaux as the Special Projects Coordinator, as well as the Emergency Preparedness Director. I started this position in 2019 having just retired from the U.S. Marshals. I had a total of 28 years in service, serving as a supervisory federal law enforcement agent for 17 years of those 28 years. In addition, I also served as a leader in the U.S. Army- Louisiana National Guard for 31 years (retiring as a Colonel in 2015). Of my 31 years, I served 19 years in eight different command assignments. Between these two careers, I have supervised over 100 emergency management events (including a tour in Iraq as the Commander of Security Forces in the Green Zone). These events spanned the elected terms of 6 U.S. Presidents and 7 Louisiana Governors.

Karl, Mike B. and Mike D. are some of the best leaders I have ever seen in this line of work. Their ability to take strategic concepts and turn them into operational programs is outstanding. There are three things that set these leaders above their peers in this industry: their problem solving, their ability to interact with others and their decision making. I have personally watched them interact with residents, politicians and governmental leaders in the past 5 months. Their ability to move through issues to solutions is a testament to their ability as leaders. They see problems and solve them before progression migrates to major events.

These three leaders have established a level of production that is rarely seen in debris management. They have represented Ceres Environmental in a dynamic fashion and are a testament to the ability of your team. I know that you are well aware of their value as leaders and I want to thank you for allowing them to help us get through this tough time. Leadership is not about personal achievement, leadership is about impact to those around us. Karl, Mike B. and Mike D. have truly made an impact here and we thank you as well for effort: Job well done!

  
Jacques Thibodeaux  
Special Projects Coordinator  
Emergency Preparedness Director  
City of Thibodaux





# City of Gonzales

120 SOUTH IRMA BOULEVARD • GONZALES, LOUISIANA 70737 • PHONE (225) 647-2841 • FAX (225) 647-9557

BARNEY D. ARCENEUX  
MAYOR/ADMINISTRATOR

TIMOTHY R. RILEY-Division A  
COUNCILMAN  
DRAINAGE  
MAYOR'S YOUTH COUNCIL

KIRK J. BOUDREAUX-Division B  
COUNCILMAN  
MAYOR PRO-TEMPORE  
TREASURER/FINANCE  
STREETS  
AEDC LIAISON

HAROLD L. STEWART-Division C  
COUNCILMAN  
SANITATION  
TOURISM

TYLER J. TURNER-Division D  
COUNCILMAN  
ASSISTANT TREASURER  
UTILITIES  
ORDINANCE

JOHNNY A. BERTHELOT-Division E  
COUNCILMAN  
RECREATION  
ENGINEERING  
PUBLIC SAFETY

SHERMAN D. JACKSON  
CHIEF OF POLICE

TRACEY N. NORMAND  
FIRE CHIEF

SCOT BYRD  
CITY CLERK / CAO

MATTHEW I. PERCY  
CITY ATTORNEY

October 25, 2021

Mr. Karl Dix  
Director of Client Services  
CERES Environmental Operations  
6968 Professional Parkway  
Sarasota, FL 34240

RE: Debris Removal Hurricane Ida

Dear Mr. Dix:

I am writing to acknowledge and commend CERES Environmental Operations for the excellent performance related to disaster debris removal following Hurricane Ida's landfall in Gonzales. Immediately after the storm passed, CERES mobilized with a large volume of equipment and personnel to begin vegetative debris removal. The CERES team, and their sub-contractor, was well equipped to, not only, meet the physical demand, but also extremely familiar with the tedious requirements related to federal funding.

Key staff within the CERES organization provided excellent customer service and addressed all citizen concerns with a sense of urgency and professionalism. While Gonzales' debris removal activities were being well maintained by CERES, City of Gonzales DPW staff was able to focus on alternate infrastructure recovery efforts. At project completion, CERES hauled, chipped and disposed of 91,230 cubic yards vegetative debris and disposed 14,811 cubic yards C&D in only 40 days.

The City of Gonzales is honored to have completed a successful FEMA funded project with CERES, and I would whole-heartedly recommend the CERES team for emergency debris removal activities.

Sincerely,

Jackie Baumann, P.E.  
City Engineer

CC: Mayor Barney Arceneaux

*Jambalaya Capital of the World*  
*We've Got it All!!*

GAVIN NEWSOM  
GOVERNOR



MARK S. GHILARDUCCI  
DIRECTOR

December 13<sup>th</sup>, 2021

Subject: Contractor Reference Letter – CTL Forest Management, Inc.  
Camp Fire State Hazard Tree Removal Program

To Whom it May Concern:

This letter is to commend C.T.L. Forest Management, Inc. dba Ceres Forestry (CTL) on their exceptional performance during the performance of their \$243,000,000 hazard tree removal contract in support of the Camp Fire State Hazard Tree Removal Program. The California Governor's Office of Emergency Services (Cal OES) oversaw this program in partnership with the California Environmental Protection Agency's Department of Resources Recycling and Recovery (CalRecycle) as part of the State of California's overall response and recovery to the 2018 Camp Fire in Butte County, the deadliest and most destructive wildland fire in state history. For the full duration of heavy field operations, I served as the State's Incident Commander for the Program. From my perspective as the senior government project manager, CTL met the challenging demands of the project with strong, capable leadership and a team of professionals possessing a "can do" attitude. CTL partnered with us every step of the way and exceeded our expectations in many respects, allowing the affected residents and communities back to normal faster than anticipated.

The CTL Incident Management Team, who served alongside my team throughout the 12-month project, brought commitment, continuity, and competency to the response. I specifically appreciated the CTL Incident Commander's consistent attention to any concern I raised and his commitment to resolving any problem quickly and effectively. CTL's management team remained tirelessly devoted to this mission, removing just over 59 thousand hazard trees across over 2,500 enrolled private parcels ahead of schedule while consistently exceeding our standards. CTL started and finished operations on individual parcels quickly, as they had a solid methodology of safe and rapid clean up once tree felling was complete. This is of key importance to us, as it limits the length of time during which our operation affects the disaster survivor and potentially limits their ability to reside or rebuild on their property. Chiefly, CTL did not leave properties with trees cut and logs/slash waiting for collection.



3650 SCHRIEVER AVENUE, MATHER, CA 95655  
(916) 845-8506 TELEPHONE (916) 845-8511 FAX  
[WWW.CALOES.CA.GOV](http://WWW.CALOES.CA.GOV)

Since the conclusion of the Program, Cal OES has adopted many of the best practices demonstrated by CTL as standard expectations.

CTL's Operational Team is also deserving of our recognition and its accomplishments are quite noteworthy. They include:

- CTL deployed cutting-edge forestry resources and efficient industry work methods, including completing 52 percent of the work with its own forces.
- CTL introduced forestry and tree removal practices not anticipated in the original contract, providing cost savings while consistently protecting areas containing sensitive cultural and environmental resources.
- CTL brought deep experience from other disaster recovery projects to provided valuable lessons learned and insight to help Cal OES and CalRecycle enhance the effectiveness of the planning process while increasing operational efficiencies.
- CTL played a critical role in devising and implementing the Hazard Tree Steep Slope Plan. CTL's Steep Slope Plan reduced the risks associated with cutting hazard trees on rugged terrain and improved the performance and safety of everyone involved in these critical operations.
- CTL led the multidisciplinary planning and execution process to ensure that biological and archaeological resources were protected while efficiently removing the hazard trees in these sensitive project areas. This is particularly evident in Honey Run and Concow where extensive cultural and environmental resources required intensive coordination and specialized operations.

From my personal experience, CTL remained considerate and understanding of the challenges experienced by each stakeholder on the project and demonstrated considerable flexibility and diversified experience, consistently exceeding our high expectations. It was a pleasure working with CTL throughout this project, and I am happy to recommend them to any other disaster management agencies who may require similar services.

Sincerely,

Cole Glenwright  
Incident Commander, Camp Fire State Hazard Tree Removal Program  
California Governor's Office of Emergency Services



## TOWN OF ST. JAMES

October 22, 2018

Mr. Karl Dix  
Director of Client Services  
CERES Environmental Services  
3825 85<sup>th</sup> Avenue N  
Brooklyn Park, MD 55443

Dear Karl;

This letter is in reference to the recovery work that CERES provided to the Town of St. James because of Hurricane Florence.

Hurricane Florence was a first time experience for many of us here in this community and we are very grateful to the assistance that CERES was able to give us from the days leading up to the storm, during the storm and the days and weeks after the storm.

CERES brought experience and confidence that made the situation easier than it might otherwise have been for us. The staff that was here, as well as the staff that we interacted with were always considerate and understanding of our situations. The advance preparation by your team produced immediate results that facilitated our ability and desire to get the recovery underway within a remarkably short time. The responsiveness to specific situations was greatly appreciated by all of the concerned organizations here at St. James.

Thank you for the quality of services that CERES provided to this community.

Sincerely;

Gary Brown  
Town Manager

4140-A Southport-Supply Road SE, St. James, NC 28461

Telephone: (910) 253-4730 Fax: (910) 253-4732 E-mail: [tosj@stjames.town](mailto:tosj@stjames.town)

Ceres Environmental Services, Inc.





# Livingston Parish

Office of Homeland Security and Emergency Preparedness

MARK HARRELL  
Director

BRANDI JANES  
Deputy Director



18 September 2018  
LOHSEP/MH/BJ/185

David Preus  
Senior Vice President  
Disaster Recovery Division  
Ceres Environmental Services, Inc.  
6968 Professional Pkwy East  
Sarasota FL 34240

Ref: Debris Removal for the Great Flood of August 2016

Dear Mr. Preus,

It is my pleasure to offer this letter of recommendation for Ceres Environmental to any area that is unfortunately affected by a natural disaster.

The lives of many Livingston Parish residents were changed forever beginning August 11, 2016, when heavy rains and extensive flooding ripped through our parish and surrounding areas. The Parish had a pre-event contract with Ceres Environmental and immediately hired Ceres Environmental to remove, process and dispose of approximately 1,348,249 cubic yards of debris for \$16,399,988.71 once the flood waters receded and residents were able to get back into the area.

Ceres Environmental was on the ground within 72 hours. They showed extreme reliability and dedication in the midst of chaos. They educated staff on federal requirements and strictly adhered to FEMA debris removal guidelines to achieve greater reimbursement rates for the project. Organized and diligent, their team quickly adapted to meet our needs.

Ceres Environmental helped to organize and utilize local contractors, allowing local people to heal by doing something to help in their own backyards. After witnessing the success and partnership of Livingston Parish, its other contractors and Ceres Environmental, we have elected to continue to use Ceres for debris cleanup for an NRCS Emergency Watershed Protection project.

Ceres Environmental has my highest recommendation, and I am happy to furnish more details if you would like additional information.

P.O. Box 1060, Livingston, LA 70754  
225-686-3066 225-686-7280 Fax

18 September 2018  
LOHSEP/MH/BJ/00185

Please feel free to contact my office to discuss this request. Your assistance in this matter is greatly appreciated.

Respectfully,



Mark Harrell, LOHSEP Director  
P.O. Box 1060  
Livingston, LA 70754  
lohsep1@lpgov.com  
Telephone: (225) 686-3066



**City of Miami Beach**, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

PUBLIC WORKS, Sanitation Division  
Tel: (305) 673-7616, Fax: (305) 673-7627

September 6, 2018

RE: LETTER OF RECOMMENDATION

Dear David Preus,

The City of Miami Beach Public Works Sanitation Division would like to congratulate Ceres Environmental Services, Inc. on the highly successful operations in debris recovery in the aftermath of Hurricane Irma.

As we are all aware of the difficult challenges that the 2017 hurricane season brought to many parts of the country, Hurricane Ira was especially unkind to the State of Florida in particularly Miami Beach. Although Ceres Environmental was not the city's primary contractor, once contact was made your company mobilized and responded to the city's needs. Being a top world destination and our busy season was approaching, it was crucial that the City return to normal and time was of the essence. Approximately 150,000 cubic yards of debris were collected, processed and disposed of within a 50 day time frame. Ceres Environmental was instrumental in helping our residents and business owners limit the amount of hardships and financial losses that play an important factor on how well a community rebounds form a natural disaster.

I would highly recommend Ceres Environmental to other municipalities in times of crises. My experience with this firm is that they are true professionals with a focus on the need of their customers and the community they serve regardless of the circumstances.

Respectfully,

A handwritten signature in blue ink, appearing to read "A. Zamora".

Alberto Zamora, Sanitation Division Director  
City of Miami Beach





City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

[P] 904.247.6268

[P] 904.247.6276

[www.jacksonvillebeach.org](http://www.jacksonvillebeach.org)

August 23, 2018

David Preus  
Senior Vice President  
Disaster Recovery Division  
Ceres Environmental Services, Inc.  
6968 Professional Pkwy East  
Sarasota, FL 34240

Dear Mr. Preus,

On behalf of the City of Jacksonville Beach, I would like to commend Ceres Environmental Services, Inc. and your subcontractor (Arbor Masters) on the debris management, recovery and response services put forth during the Hurricane Irma event.

The lives of many Florida residents were changed forever on September 10<sup>th</sup> 2017, when Hurricane Irma ripped through our state. The City of Jacksonville Beach, located on the Northeast Coast of Florida was one of the areas impacted by Hurricane Irma. The City authorized its Debris Contractor Ceres Environmental Services, Inc. at a cost of \$ 1,130,639.50 to remove, process and dispose of 68,076.93 cubic yards of vegetative and construction and demolition (C&D) debris.

Ceres Environmental Services, Inc. was on the ground within 72 hours. They exhibited great reliability and dedication during the entire process. Ceres strictly adhered to the established unit prices in the contract and FEMA debris removal guidelines to achieve the reimbursement rates for the City. Their team was organized and worked diligently to meet the City's needs.

For the reasons stated above, I highly recommend Ceres Environmental Services, Inc. as a disaster debris contractor.

Sincerely,

A handwritten signature in blue ink that reads "Ty Edwards". The signature is fluid and cursive.

Ty Edwards, P.E.  
Director of Public Works  
City of Jacksonville Beach  
1460A-Shetter Ave.  
Jacksonville Beach, FL 32250





BOARD OF COMMISSIONERS  
**DOUGHERTY COUNTY**  
ALBANY, GEORGIA

COUNTY COMMISSION:

CHRISTOPHER S. COHILAS, CHAIRMAN  
CLINTON JOHNSON, VICE CHAIR  
GLORIA GAINES  
JOHN HAYES  
LAMAR HUDGINS  
ANTHONY JONES  
EWELL LYLE

COUNTY ADMINISTRATOR  
RICHARD CROWDIS

David Preus  
Senior Vice President  
Disaster Recovery Division  
Ceres Environmental Services, Inc.  
6968 Professional Pkwy East  
Sarasota FL 34240

Ref: Dougherty County Debris Removal

Dear Mr. Preus,

It is my pleasure to offer this letter of recommendation for Ceres Environmental to any area that is unfortunately affected by a natural disaster.

The lives of many Dougherty County residents were changed forever on January 22, 2017, when a tornado ripped through our community. Dougherty County, which is located in Southwest Georgia procured the services of Ceres Environmental to remove, process and dispose of approximately 950,000 cubic yards of debris for \$9.5 million.

Ceres Environmental was on the ground within 72 hours. They showed extreme reliability and dedication in the midst of chaos. They educated staff on federal requirements and strictly adhered to FEMA debris removal guidelines to achieve greater reimbursement rates for the Dougherty County. Organized and diligent, their team quickly adapted to meet our needs.

Ceres Environmental helped to organize and utilize local contractors, allowing local people to heal by doing something to help in their own backyards. After witnessing the success and partnership of the County and Ceres Environmental, we have elected to continue to use Ceres for debris cleanup for Private Property Debris Removal.

Ceres Environmental has my highest recommendation, and I am happy to furnish more details if you would like additional information.

Sincerely,

Michael McCoy  
Interim County Administrator



"A City for All Ages"

# ***PUBLIC WORKS DEPARTMENT***

*City of Port St. Lucie*

*Accredited Agency – American Public Works Association*

To: David Preus, Ceres Senior Vice President, Disaster Recovery Division

From: Joe Mercurio – City of Port St Lucie Emergency Manager

Date: July 10, 2018

Re: PSL Debris Management \_ Letter of Recommendation

---

The City of Port St Lucie Debris Management Team seeks to congratulate Ceres Environmental Services, Inc. on the highly successful operations in debris recovery in the aftermath of Hurricane Irma.

As the lore of Hurricane Irma passes into the record books, it was Ceres Environmental who served as the City of Port St Lucie Prime Debris Hauler Contractor to this devastating storm event. As well-known throughout Florida, the direct impact of Hurricane Irma played a significant role in the response and recovery efforts of the entire debris haul industry and how the logistical response was to be met. Ceres Environmental was instrumental in first response to initiate "First Push" to clear main roads throughout the City. A detailed analysis was presented for clean-up actions with an expected time-line that had to work with the given City Debris Management Plan.

The City of Port St Lucie was aggressive in time constraints to service the community and we worked well with Ceres to promote effective and efficient debris collections strategies to ensure safety, proper mobilization, and economic securities for the general population as well as the company. Their efforts were directly responsible to the collection of over 86,000 CY of vegetative material with billing receipts totaling over \$1.25 million. Ceres Environmental remained committed as well as loyal to the City as stronger incentives offered by affected communities lured other companies away from promised commitments. Ceres stood by Port St Lucie, and for that we are indebted.

As communities seek to incorporate the benefit of a defined and organized emergency debris haul contract, we would promote and recommend that Ceres Environmental be at the forefront of consideration. The company is committed to purpose, responsive to action, and sets the standard of industry excellence.

Respectfully,

***Joe Mercurio***

Project Manager, Emergency Management  
City of Port St. Lucie  
(772) 871-5175 - W  
(772) 618-5093 - C  
[jmercurio@cityofpsl.com](mailto:jmercurio@cityofpsl.com)

121 S.W. Port St. Lucie Boulevard • Port St. Lucie, FL 34984-5099 • 772/871-5177 • 772/871-5100  
Fax 772/871-5289

TDD Line • 772/344-4222

Ceres Environmental Services, Inc.





CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

June 21, 2018

David Preus  
Senior Vice President  
Disaster Recovery Division  
Ceres Environmental Services, Inc.

Dear Mr. Preus,

It is my pleasure to offer this letter of recommendation for Ceres Environmental to any area that is unfortunately affected by a natural disaster.

The City of Winter Park experienced significant damage on September 11, 2017 when Hurricane Irma impacted most of the State of Florida. The City of Winter Park immediately went to work, hiring Ceres Environmental at a cost of \$880,653.53 to assist in removing in excess of 55,000 cubic yards of debris.

Ceres Environmental was on the ground within 72 hours. They showed extreme reliability and dedication in the midst of chaos. They educated staff on federal requirements and strictly adhered to FEMA debris removal guidelines to achieve greater reimbursement rates for the City. Organized and diligent, their team quickly learned our people, our systems and our area. Ceres Environmental helped to organize and utilize Florida contractors, allowing local people to heal by doing something to help in their own backyards. Ceres assistance allowed residents in Winter Park to return to normal after only two months. After witnessing the profound success and partnership of Winter Park and Ceres Environmental, Winter Park again, after formal solicitation, selected Ceres to assist should another storm arise anytime in the next five years.

Ceres Environmental has my highest recommendation, and I am happy to furnish more details if you would like additional information.

Sincerely,

Keri Martin  
Debris Project Manager





David Preus  
Senior Vice President  
Disaster Recovery Division  
Ceres Environmental Services, Inc.  
6968 Professional Pkwy East  
Sarasota, Florida 34240

June 18, 2018

Dear Mr. Preus,

I am writing this letter on behalf of the City of Sarasota to both thank you and your staff, along with offering this letter as a recommendation for Ceres Environmental to any agency that may need recovery assistance following a disaster.

On September 10<sup>th</sup>, the City of Sarasota was impacted by Hurricane Irma making its pass through our City as a Category 1 storm. Days prior to its impact, Ceres's staff were in constant communications with the City assessing our potential needs based on at that time, prior to landfall, was expected to be a Category 3 to 4 storm. As this was the first time we needed to activate a contract in over 15 years, your staff showed extreme reliability and professionalism in working with myself and other emergency management staff of the City both prior to and immediately following its impact on us.

Ceres met its contractual obligations to be on site within 72 hours to remove, process and dispose of approximately 60,000 cubic yards of debris. The staff's extensive knowledge of the public assistance program and strict adherence to FEMA's debris removal guidelines is expected to result in complete reimbursement of approximately \$950,000 in expenditures.

In recognition of Ceres performance and its ongoing commitment to our area, Ceres again was awarded a three-year contract as the top ranked proposer to our recent request for proposals for recovery services. We look forward to our continued relationship.

Sincerely,

Doug Jeffcoat  
Public Works Director  
City of Sarasota  
[Douglas.Jeffcoat@Sarasotafl.gov](mailto:Douglas.Jeffcoat@Sarasotafl.gov)

**1761 12<sup>th</sup> Street Sarasota, Florida 34236**



David Preus  
Senior Vice President  
Disaster Recovery Division  
Ceres Environmental Services, Inc.  
6968 Professional Pkwy East  
Sarasota FL 34240

Dear Mr. Preus,

It is my pleasure to offer this letter of recommendation for Ceres Environmental to any area that is unfortunately affected by a natural disaster.

The lives of many Florida residents were changed forever on September 10<sup>th</sup> 2017, when Hurricane Irma ripped through our state. The City of Palm Bay, located on the East Coast of Florida was one of the areas affected by Hurricane Irma. The City's leadership team immediately went to work, hiring Ceres Environmental at an approximate cost of \$2 Million +/- to remove, process and dispose of approximately 110,000 +/- cubic yards of debris.

Ceres Environmental was on the ground within 72 hours. They showed extreme reliability and dedication in the midst of chaos. They educated staff on federal requirements and strictly adhered to FEMA debris removal guidelines to achieve greater reimbursement rates for the City. Organized and diligent, their team quickly adapted to meet the City's needs.

After witnessing the success and partnership of the City of Palm Bay and Ceres Environmental Services Inc, the City went ahead and renewed their contract with Ceres for another year.

Ceres Environmental Services Inc has my highest recommendation, and I am happy to furnish more details if you would like additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Barney Weiss".

Barney Weiss  
Asst. Public Works Director  
City of Palm Bay





**Solid Waste Management**  
2525 NW 62nd Street • Suite 5100  
Miami, Florida 33147  
T 305-514-6666

111 NW 1st Street • Suite 1610  
Miami, Florida 33128  
T 305-514-6666

[miamidade.gov](http://miamidade.gov)

November 3, 2017

Mr. Jamie Triplett  
Area Manager  
Ceres Environmental  
3825 85<sup>th</sup> Avenue North  
Brooklyn Park, MN 55443

Dear Mr. Triplett:

On behalf of the Miami-Dade County Department of Solid Waste Management, I would like to thank Ceres Environmental for your participation in the Hurricane Irma debris removal effort as one of six prime contractors. The quality and quantity of work performed by Ceres Environmental during this emergency response has met our expectations. Further, your firm's responsiveness and focus on customer service have been very helpful to the Department.

Again, thank you for your service to Miami-Dade County.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul Mauriello".

Paul Mauriello  
Deputy Director for Operations  
Miami-Dade County  
Department of Solid Waste Management





**BEAUFORT COUNTY PUBLIC WORKS**  
**Solid Waste and Recycling**  
120 Shanklin Road  
Beaufort, South Carolina 29906  
Voice (843) 255-2800 Facsimile (843) 255-9435

Mr. David Preus  
Ceres Environmental Services Inc.

Dear Mr. Preus:

I am writing to express my appreciation for the performance of the entire team from Ceres in the debris operations for Hurricane Matthew. As our debris removal firm the level of support and professional performance provided has been exceptional in all regards. My direct point of contact with your firm was Project manager Mike Beevers. Mike supported the County in an outstanding manner and his counsel was invaluable throughout this operation. He is a professional in all respects and helped to establish a high standard for compliance. On a personal level, Mike was extremely responsive to answer any questions and provide the assistance I required. As the Debris Manager I am not exaggerating when I state that without his diligence, knowledge, and ability to gain the cooperation within the team we would not have been as effective. Mike is a "machine". As a team we moved 72% of all ROW debris into the DMS sites in the first 90 days of operation; over 90% of hangers and leaners were addressed in the same period. FEMA and SCEMD officials remarked that "Beaufort County had their operation together". Mike played a huge part in making that happen. If I ever had to do this again I would want Mike as my Project Manager.

Providing Karl Dix to assist with the process allowed the County to get a jump on a difficult task. Without his vital help we would have been overwhelmed with obtaining PPDR approval from FEMA and removing debris from 83 individual private communities. Karl provided essential high level technical support and coordination for the debris removal operation. He is a treasure trove of knowledge and expertise that worked seamlessly with the entire County staff. Ralph Sosabe is the most effective problem solver I have ever worked with. His professionalism, personality and ability to communicate with our citizens kept things moving smoothly. Ralph handled the most difficult situations with ease which I sincerely appreciated. His ability "To Make the Noise Stop" was nothing short of incredible.

Bottom line, Ceres did an exceptional job and I am thankful for each member of your team. You exceeded expectations in every area and continue to provide us with excellent customer service. I am forwarding a copy of this letter to our Administration and Purchasing Department for future reference.

Regards

A handwritten signature in blue ink that reads "James S. Minor, Jr.".

JAMES S. MINOR, JR  
SOLID WASTE / DEBRIS MANAGER

**A.b).3 FEMA Knowledge and Experience**

From experience on over over 250 FEMA-reimbursed projects, Ceres Environmental Services, Inc. knows that accurate and organized recordkeeping and reporting is vital to successful completion of a project. To fulfill this need, Ceres provides support and assistance through every step of the project. After the project is completed, Ceres will attend post-project briefings and provide our lessons learned and recommendations for the next project to the City of League City. Ceres' careful attention to documentation and strict quality control procedures will aid in the acceptance of a claim for reimbursement. **Throughout Ceres' history, no client has been denied reimbursement for work Ceres has performed.**

Ceres has FEMA reimbursement liaison officers on staff that provide expertise to Ceres and the City in order that all Project Worksheet activities and other reimbursement documentation are filed successfully.

Over the past ten years, all of Ceres' clients eligible for FEMA reimbursement have received the maximum amount for which their jurisdiction was eligible, **typically between 75% and 100%** based on FEMA regulations. One of the things that can greatly affect reimbursement is careful recordkeeping. Ceres will assist City of League City with record keeping to ensure maximum reimbursement. **Ceres will meet all program standards as provided for in the FEMA "Debris Management Guide."**

Even long after Project Worksheet development, submittal and funding, Ceres supports its clients during the closeout and audit process. In 2020, Florida Division of Emergency Management's consultant, KPMG, requested additional information on two projects during closeout – Indian River County, Florida and Palm Beach County, Florida. Ceres was able to assist the client with detailed documentation that met KPMG's needs and resolved the outstanding closeout issues quickly. Similarly, in 2021 and 2022, Ceres assisted Vermillion Parish and Allen Parish with Hurricane Laura/Delta Project Worksheet development and closeout. Because we have great understanding and experience with the FEMA reimbursement process, we keep detailed records during and after the project. When clients like Vermillion Parish or Allen Parish request assistance, Ceres is able to quickly pull project records and provide them to the client to satisfy State and FEMA requests.

The following table contains examples of our FEMA reimbursement experience.

| Owner/<br>Location       | Title of<br>Work   | Total Project<br>Cost | Time<br>Period                      | Percentage of Fed<br>and State Funds<br>Received  | Description  |
|--------------------------|--|-----------------------|-------------------------------------|---|--|
| Livingston<br>Parish, LA | Debris<br>Removal &<br>Site<br>Management<br>for Debris<br>Reduction<br>and<br>Emergency<br>Roadway<br>Clearance | \$24,632,444          | August<br>2021 –<br>January<br>2022 | 100% Fed. cost share<br>reimbursement for<br>recovery costs incurred<br>within the first 30 days<br>of the disaster<br>emergency declaration.<br>90% Fed.<br>reimbursement after<br>the first 30 days | Removal and disposal<br>of debris following<br>Hurricane Ida |

City of League City  
RFP 22-024 Debris Management Services

| Owner/<br>Location   | Title of<br>Work                                 | Total Project<br>Cost | Time<br>Period                          | Percentage of Fed<br>and State Funds<br>Received   | Description   |
|--|--|-----------------------|---|--|---|
| Cameron<br>Parish, LA                                      | Debris<br>Clearance and<br>Removal<br>Services   | \$17,018,695.19       | August<br>2020 –<br>May 2021            | 100% Fed. for the<br>costliest 30 days,<br>outside costliest 30<br>days: 90% Fed., 5%<br>State, 5% Local                     | Removal, reduction,<br>and disposal of debris<br>generated from<br>Hurricane Hanna and<br>Hurricane Delta.  |
| Linn<br>County, IA   | Debris<br>Clearance and<br>Removal<br>Services   | \$1,147,373.67        | August<br>2020 –<br>January<br>2021     | 75% Fed., 12.5% State,<br>12.5% Local  | Removal and disposal<br>of debris resulting<br>from August derecho.   |
| 13<br>USACE,<br>Counties<br>across<br>Southwest<br>Georgia | ACI Debris<br>Management                         | \$134,159,610.00      | October<br>2018 –<br>March<br>2019      | 100% Fed.  | Removal of debris and<br>hauling following<br>Hurricane Michael<br>within 13 Southwest<br>Georgia Counties. |
| Seminole<br>County,<br>FL                                  | Disaster<br>Debris<br>Hauling<br>Services        | \$13,151,655.57       | Septembe<br>r 2017 –<br>January<br>2018 | 75% Fed., 12.5% State<br>(90% Fed. for the first<br>30 days ending<br>10/18/17; 80% for 60<br>more days through<br>12/17/17) | Hauling debris<br>resulting from<br>Hurricane Irma  |
| Columbia<br>County,<br>GA                                  | Removal and<br>Disposal of<br>Disaster<br>Debris | \$8,539,038.00        | February<br>– August<br>2014            | 85% Fed., 8.5% State   | Removal, collection,<br>reduction, and disposal<br>of over 500,000 CY of<br>vegetative debris               |

### Training

The Ceres Pre-Event Training Program covers a wide array of disaster topics and is tailored specifically to the City's needs and education. Topics focus on three different timelines to better understand the entire contract life cycle:

- What can we do today?
- How do we respond in the event?
- Where do we go from here?

These timelines allow Ceres to develop a Pre-Event Training Program based on the specific needs and education of each client. Clients with little or outdated debris experience may want to focus on debris planning or League City-Ceres response immediately following an event. Conversely, clients with recent and repeated experience from 2016 and 2017 hurricane seasons may want to focus on project documentation after a debris project is complete. Below, we break down each of the three timelines to expand on the Ceres Pre-Event Training Program.

## What can we do today?

Ceres routinely works with clients on what can be done today in clear skies.

### ▪ **Disaster Debris Management Planning**

- Review of existing Emergency Operations Plan and Disaster Debris Management Plan – Using FEMA’s Debris Management Plan Job Aid, Ceres reviews existing debris management plans for the 10 basic elements of a comprehensive plan. Further still, Ceres offers internal lessons learned from past projects to bolster the effectiveness of the plan and uses other Federal and State guidance as an additional check, including U.S. EPA’s *Planning for Natural Disaster Debris*.
- Draft a Disaster Debris Management Plan – Ceres personnel have written tens of disaster debris management plans for local governments, State governments and the U.S. Army Corps of Engineers. Recently, following Hurricane Dorian, Ceres wrote the disaster debris management plan for the Commonwealth of the Bahamas which was also adopted by the United Nations Developmental Programme, Caribbean Region.
- Disaster Debris Management Plan Workshop – Ceres provides a classroom-style training covering the various planning considerations for the emergency push operations, debris estimating/preliminary damage assessments (PDAs), debris collection strategies, locating and identifying temporary debris sites, pros/cons of different debris reduction methods, final disposal options, debris monitoring, OSHA compliance and safety, environmental protection, historical preservation (Section 106 compliance) and countless others.

### ▪ **Changes in Federal and State Guidance**

- Continued Growth: Changes in FEMA Policy – Ceres provides a classroom-style training to highlight changes, or considered changes, in FEMA rules, regulations and policies. During past trainings, Ceres has focused on changes in FEMA procurement policies, introduction of the Public Assistance Program and Policy Guide and recent Disaster Specific Guidance from hurricanes Harvey, Irma, Maria, Florence and Michael.
- Recent State Legislative Changes – As States gather more experience, their response mechanisms often change. Recently, Ceres gave a presentation to the American Public Work Association, Texas Chapter regarding the recent State legislative changes and the implementation of the State’s new Catastrophic Debris Management Annex.
- Know Where to Look: Additional Funding Mechanisms for Debris – Ceres expands on little known or understood alternative Federal grant programs that offer additional funding for debris through NRCS, FHWA, USACE, USDA, USDOL and HUD.

## How do we respond in an event?

The Ceres goal with each client is to develop a partnership that seamlessly integrates two diverse teams to realize a quick and organized debris management project. To achieve this goal, we say how do we respond in event? The topics are:

- **Tabletop Exercises** – Ceres offers and/or participates in disaster exercises with clients to better understand the client’s disaster response mechanisms. When developing exercises for a client, Ceres addresses the highest client-specific disaster risk, i.e. hurricanes or tornadoes. The exercises include pre-event activities leading up to disaster impact, immediate response following the aftermath of the disaster and subsequent transition to long-term debris operations. Throughout the process, Ceres uses sealed manila envelopes to surprise participants with various debris related issues, such as a damage to a curb stop by a debris hauler, debris site is full and require an additional site, etc.



- **Tricks of Trade: Tough Lessons Learned from 45+ Years of Experience** – Just over the past 4 years, Ceres has responded to 100+ federal-funded contracts, performed over \$500mil in projects, and worked in 3 distinct islands groups in the Caribbean and across the U.S. With those experiences, Ceres has learned a lot. This classroom like training covers those experiences and how we currently adapt the lessons learned into our ongoing and future operations. Two such topics include private property debris removal requests and commercial debris removal requests, both of which Ceres has extensive experience assisting local FEMA funding
- **Communication with a Displaced Population: How Can We Do It?** – This is a classroom-style training with breakouts into teams to develop catch phrase and different ways to communicate to the City's residents. Ceres focuses on different methods of communication with shelter-in-place, evacuated and displaced residents while developing content that expedites debris removal and fits League City's recovery timeline. During the training, Ceres provides sample videos, radio advisories, newspaper articles, door hangers, mail inserts, social media posts, etc.
- **Document, Document, Document: Debris Monitoring** – Accurate and compliant documentation is critical to FEMA reimbursement. In this classroom-style training, Ceres discusses debris monitoring in each phase of a debris management projects and what information is critical to FEMA reimbursement. We look at technological advances in debris monitoring like automated debris management systems and discuss critical elements of a 214 Activity Log, truck certification, load ticket and tree ticket.
- **Back to the Basics: Debris Management 101** – This is a classroom style training focused on providing inexperienced client personnel with an introduction to debris management operations.
- **Keeping It Between the Lines: Working with Regulatory Agencies for Debris** – Numerous State and Federal agencies and departments have a role to play in a debris removal project. This classroom style training focuses on various debris guidance from OSHA, EPA, EHP
- **Behind the Curtain: Becoming a Ceres Project Manager** – In short, this is the training Ceres offers to incoming and returning project managers. This helps client personnel understand the considerations Ceres uses when establishing zones, assigning and dispatching trucks, selecting and constructing temporary debris management sites, closing out zones, remediating damage and wrapping up a project.

### Where do we go from here?

- **After Action Reports/Meetings** – Ceres is a very big proponent of after-action reports and meetings. What did we do well? What did we do poorly? Ceres brings an honest and introspective view to Ceres operations and the debris project as a whole. Since 2016, Ceres has expanded different elements of internal operations based on action items from these meetings. For example, following hurricanes Harvey, Irma and Maria, Ceres invested in more knucklebooms and grinders to insulate the company from subcontractor no shows and skip outs – unless your name is on the side of the truck, you cannot guarantee a response time. Ceres name is on the side of those trucks.
- **Avoiding the Disaster After the Disaster: Your FEMA Reimbursement** – Ceres focuses heavily on ensuring our clients are reimbursed for all disaster debris work performed. Topics

vary depending on the audience (Finance vs. Procurement vs Public Works) and the knowledge level but can include the following.

- Procurement Conducted Under Exigent of Emergency Circumstances (FEMA Fact Sheet)
- Elements of a Project Worksheet (FEMA Fact Sheet 9580.5) – Ceres discusses various elements of Project Worksheet and focusing largely on damage description, scope of work, cost estimate, contract documentation and materials back up documentation.
- Closing out debris projects with the State – Ceres helps package critical and frequently requested debris documentation in a usable and easily retrievable format.
- Preparing for an OIG Audit – Ceres reviews past FEMA OIG entrance questionnaires and pulls recent OIG reports to better understand debris issues and pitfalls to local government responses.
- Responding to FEMA RFIs – Ceres routinely helps clients gather documents and develop responses to FEMA Requests for Information.
- Ready for Arbitration – On a few occasions, Ceres clients have run the course with FEMA RFIs and opted to head into arbitration. Ceres assists clients and their legal representation in developing arguments to successfully win arbitration hearings.

### **Reimbursement Assistance**

Ceres has experienced personnel trained in providing the necessary documentation and assistance in the preparation of reimbursement claims for the City. If requested, Ceres will provide the City with turnkey services or guidance and technical assistance to ensure proper preparation and submittal of claims for reimbursement and other available funding. Our FEMA reimbursement liaisons have supervised and trained personnel on disaster response and relief efforts in New York following 9/11, and on subsequent events including Hurricanes Isabel, Charley, Frances, and Jeanne. We can help a local government make certain that federal funding approvals are followed by timely reimbursement.

### **Program Management Assistance**

Ceres is experienced and trained to provide all of the following services to the City:

- Developing Preliminary Damage Assessment (PDA) for Submittal to State and FEMA
- Emergency Work Definition and Application to League City (Category A and Category B)
- Permanent Work Definition and Application to League City (Categories C through G)
- Assistance with Applicant's Briefing
- Identifying Expenditures Eligible for Reimbursement
- Review of Scope of Work
- Recovery Process Documentation
- Recovery Process Oversight
- Force Account Labor Assistance
- Preparation of Project Worksheet (PW)
- Review of records system for applicability to State and Federal Requirements
- Orientation and training of client personnel on documentation requirements
- Assist in the establishment of the "Clerk of Records"
- Claim Documentation
- Public Service Announcements

Ceres has its own forms for truck certification, load tickets, force account labor and equipment, man-hours, and equipment supplied. Ceres is pleased to provide these, and any other forms needed for the City.

Ceres often provides these forms to clients during disaster response projects. For example, Ceres performed debris removal for Indian River County following back-to-back hurricanes Matthew and Irma in 2016 and 2017. Since the County performed its own monitoring, Ceres brought its own truck certifications, load tickets, and other required forms for the County monitors' use. During project closeout, Ceres scanned all truck certification and load tickets and provided back to the County for recordkeeping. Lastly, Ceres has transitioned its time and materials logs for emergency debris clearance to mirror an ICS Form 214 more closely. This is the standard ICS form used in emergency management to log activities performed by a various ESFs. By mirroring this form in our own activities, Ceres can more seamlessly assimilate into City of League City's emergency response functions and quicken PW development and cost tracking.

In addition to its proprietary forms, Ceres is also familiar with the sample forms included in the 2021 version of the Public Assistance Debris Monitoring Guide and the guidance provided by the Public Assistance Program and Policy Guide (PAPPG v4). These FEMA publications provide guidelines for debris management from preparation to concluding response and offer multiple sample forms for use during monitoring, including load tickets and truck certifications.

Ceres is also intimately familiar with PAPPG, Title 2 of the Code of Federal Regulations (CFR) Part 200 Procurement Standards, the Procurement Disaster Assistance Team Field Manual (2019 version) and other pertinent FEMA policy guides, fact sheets, and disaster specific guidance. Ceres maintains this information in a central repository to quickly compare policy guide revisions and distribute to clients. When FEMA transitioned from 44 C.F.R. 13.36 to 2 C.F.R. 200, Ceres and its attorney wrote a crosswalk article highlighting the changes from one set of regulations to the other (The Construction Lawyer, Volume 36, Number 4, Fall 2016, Emergency Contracting: Avoiding a Disaster After the Disaster). In short, Ceres has access to and understands the various rules, regulations and policies required to meet FEMA reimbursement guidelines.

Ceres has recently expanded its field operations reporting with the latest ESRI GIS software suite, ArcGIS 10.7TM. Ceres is able to create sector, zone and subzone maps to





## Quality Control Form

Debris Removal

Submitted Time: 10/05/2019 7:01 AM

APN: 058-520-009-000

Address: 058-520-009 BARDEES BAR RD

|   |   |         |
|---|---|---------|
| <b>QC Name</b>                          | Mike Randall  |         |
| <b>SUB</b>                              | P31   |         |
| <b>TF</b>                               | 9   |         |
| <b>Weather Conditions</b>               | <b>Weather Class</b>  | Class A |
|   | <b>Min Temperature</b>  | -45     |
|   | <b>Max Temperature</b>  | 70      |
|   | <b>Precipitation</b>  | 0       |
| <b>Unique Features</b>                  | Yes, Steep rutted driveway to top site  |         |
| <b>Access</b>                           | Poor up top, bottom is good.  |         |
| <b>Rock</b>                             | Yes, 3 loads on driveway  |         |
| <b>Proximity to Stream or Watershed</b> | Neither   |         |
| <b>Walls or Chimney</b>                 | No  |         |
| <b>Multiple Outbuildings</b>            | No  |         |
| <b>Vehicles</b>                         | Yes, 1 pick up truck  |         |
| <b>Pool</b>                             | No  |         |
| <b>Fencing</b>                          | No  |         |
| <b>Property Progress</b>                | Start: 60, End: PF1   |         |
| <b>Picture #1</b>                       |  |         |

augment completion of PDA Forms, provide better estimates of debris quantities/types, track the progress of debris collection operations and help closeout zones/subzones. In totality, ArcGIS helps create a common operating picture between Ceres, its various department and the City. ArcGIS has become an integral part of Ceres overall operations and developing a common operating picture within Ceres and among our partners.

To highlight the importance of ArcGIS, Ceres recently implemented the software suite during Ceres' completion of CalRecycle's Camp Fire debris removal project, as well as for ongoing operations in Abaco, Bahamas from Hurricane Dorian. Ceres can tailor forms and reports with each project to capture required information and help create an administrative record to protect the City FEMA reimbursement. A screenshot of a sample report is provided on the previous page; complete copies are available upon request.

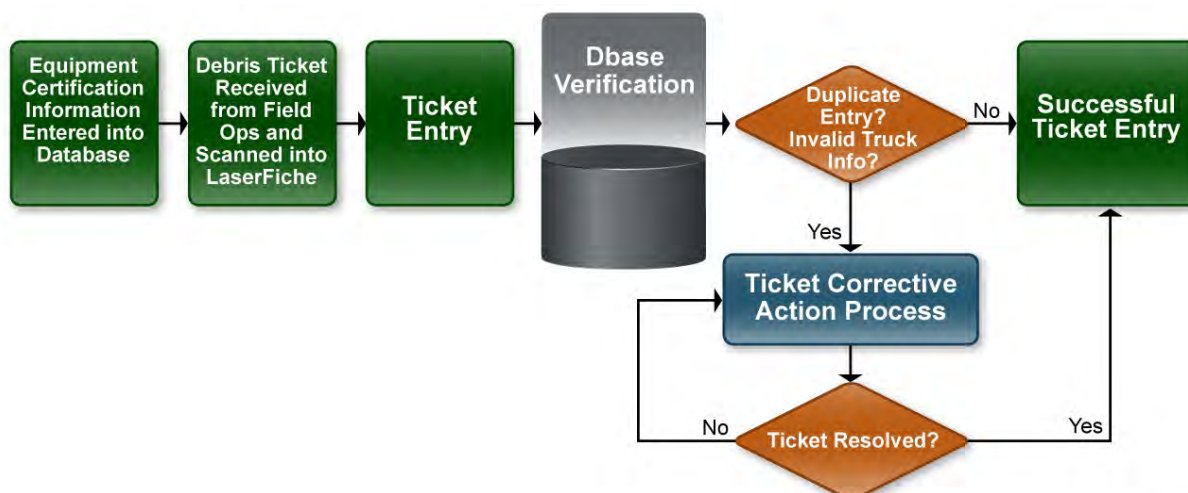
### **Documentation – Administrative**

Tickets and Truck Certification Forms are the foundation of the major expenses on most projects. Tickets are designed in several versions depending on what information is required. Tickets may track debris by cubic yard, tons, each, or load. The debris stream may also influence the ticket form that is selected for any particular project phase. Truck Certification forms are also critical documentation that must be accurately and carefully recorded. These forms are carefully structured to ensure that all necessary information, as required by FEMA, is recorded. FEMA requires signed truck certification forms for every vehicle hauling on the project and a signed dump ticket for every load. Ceres supplies these 5-part carbonless forms if the City wishes.

Ceres has developed a powerful custom database that links key components of documentation including the truck certification database, ticket database, and the database containing all of the images of each individual ticket and the truck certifications. Ceres' ticket database has been in use for more than 10 years and is easily modified to meet the varying needs of our clients. The database is also designed to make data entry easy. One data entry person, with minimal training, can enter over 700 tickets per day. Drop down selections, short cuts and static information retrieval make data entry fast and accurate. The system does not allow entry of duplicate tickets thus preventing duplicate billing and duplicate payments. The system does not allow a ticket to be entered with an amount that exceeds the certified load amount of the truck. Additional features of this custom software make it flexible enough to record data that is known to be required for a particular circumstance or project. Ceres maintains separate databases for each project to ensure that data integrity is maintained.

Each completed truck certification form and each load ticket are electronically scanned at the field office and then transmitted to an imaging database located on a secure Ceres server outside the disaster area. The scanned information is then retrieved by our data entry staff and entered into the appropriate project database under normal office conditions. Database rules require that first the truck owner (Ceres or one of its subcontractors) and then the individual truck be established in the database before the system will accept any load ticket information for that truck





Ceres 00

This flow chart illustrates the data flow and system logic for handling completed load tickets. The system will check for a non-duplicate ticket number, a valid truck number and that the load does not exceed the verified capacity of the truck before information will be saved in the data base.

Ceres has taken great care to develop both policies and procedures that can be consistently applied to every project. The Ceres “Data Entry/Accounting Procedures” manual is used to provide guidance to our data entry personnel, so all data is entered in a consistent manner to ensure data integrity. This extra planning makes the implementation of a project easier and faster. Additionally, the use of advanced communication technologies, such as wireless and satellite internet connections; cell phones with voice, data and text; and electronic imaging of paper documents, allow Ceres to simultaneously manage multiple projects, in multiple states. All reimbursable activities under a particular contract, for example, stump removal, operation of hourly rate equipment, and personnel hours, are recorded by our operations staff.

At any time, Ceres’ image databases (images include both tickets and truck logs) are available to all our governmental customers as password protected read only files on the internet. The data has been used for audits by such Federal agencies as the U.S. Army Corps of Engineers.

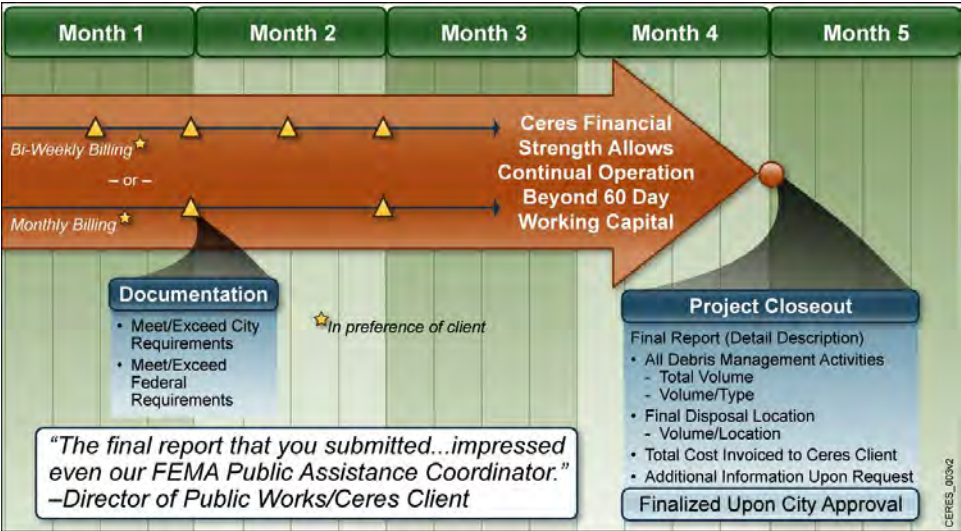
Ceres audits the database for inconsistencies, data entry error and data integrity daily. This ensures that records of all potentially reimbursable activities are acceptable and auditable by FEMA.

Both standard and custom reports can be generated from Ceres databases. These reports are used to invoice work performed to the Client, to pay subcontractors, and to provide management/field operations with production reports. This information is readily shared in a variety of formats.

City of League City  
RFP 22-024 Debris Management Services

Invoicing

Ceres can invoice the City on a weekly, bi-weekly or monthly basis and in any format the client or a client’s representative requires. Each invoice is submitted with appropriate documentation relating to the services provided. Documentation shall meet or exceed City and federal requirements for funding and reimbursement purposes. Ceres will provide technical assistance to the City in the completion of claims filed to FEMA or other agencies for funding and reimbursement. A documentation team will be assembled from representatives of quality control and accounting. This team will assist the City throughout the invoicing and reimbursement process long after the work has been completed. Ceres’ financial strength enables Ceres to operate within the working capital requirement of the contract.



Internal Audit

Ceres regularly conducts internal audits of the debris data to ensure foul play is not occurring on the project. For example, a Project Accountant will run reports on the average load calls, number of hauls per day, and total cubic yards hauled per day. That information is then compared for every truck to determine if someone falls outside the expected range. If a truck is below or above the expected range, the Project Manager or QC team will review the work of the individual truck and generate a report to document the discrepancy. Additionally, our GIS team may map all the collection locations across the City. One area seems to have tens of loads originating from the same or close by location. Similarly, the Project Manager or QC team will review the work and generate a report to document the discrepancy.

Monitoring Consultants

Many of Ceres clients choose to contract with a firm providing monitoring services. The services provided by a monitoring firm may include: damage assessment, training, emergency and pre-event planning, direct communications with the City, incorporation of City forms and FEMA forms, post-event construction management, funding, and grants management. To eliminate any question of conflict of interest we will not involve ourselves in the actual selection process and we do not endorse nor recommend any of the monitoring companies. We do strongly recommend that the City verify that the proposed monitoring firm is not de-listed by the federal government on the “Excluded Parties List System” at [www.epls.gov](http://www.epls.gov).



City of League City  
RFP 22-024 Debris Management Services

Ceres maintains extensive experience working with almost every debris monitoring firm in the industry today. Given the countless projects with each debris monitoring firm, Ceres understands the ins and outs of each firm's response and recovery structure, their respective automated debris management system (ADMS) and their respective invoicing procedures to ensure compliant documentation and payment recommendations. This seamless integration happens at the field level with truck certifications, monitor dispatches, zone assignments, zone closeouts and the administrative level with contracts/pricing schedule during project kick off, final disposal permits/documentation, ADMS login/downloads, and invoice reconciliation. Each day, Ceres' accounting staff imports the monitor's ADMS data by mapping the Excel spreadsheet and uploading to Ceres database. Ceres' accounting staff then reconciles the previous day's data, identifies inconsistencies, and communicates those inconsistencies back to the monitoring firm to help ensure data integrity used in reports and invoices. Much of these elements happen outside the purview of the City, but because of the experience with each debris monitoring firm, Ceres can anticipate your needs and proactively help fill out League City's contract record for FEMA reimbursement.

### **Production Reporting**

Ceres has developed specific procedures to ensure proper and thorough documentation of daily project activities and adherence to strict quality control requirements. Daily documentation required for each debris management project will meet or exceed contractual, FEMA or other agency requirements. Ceres has developed project-tracking forms to ensure accurate reporting. In addition to the forms already mentioned, other forms include truck certification logs, production logs, shift inspection checklists, safety meeting report forms, daily crew reports, and various equipment usage reports. From this information, Ceres can provide daily, weekly, monthly and quarterly reports as requested by the client. A few reports generated for clients in the past 5 years include Diversity Plan Monthly Status Reports, Paid Summary Reports, and Utilization and Data Monthly Reports. Ceres strong and accurate field administration feeds the production reporting developed and submitted by the accounting staff.





## **B.1 Services to be Provided and Equipment Resources**

### **Services to be Provided**

#### **Project Advance Team**

The project team, consisting of the Project Manager and selected Project Administrative Staff and Field Management personnel, will be on-site within 12 hours following notification by the City prior to, or immediately following, storm impact. The project staff may include management representatives from health and safety, quality control, accounting, subcontract administration, logistics, and field management, depending on the size of the event. As soon as practicable, the advance team will compile an initial damage assessment. Personnel sufficient to round out the project administrative staff, its support function, and operations management, will arrive within 24 hours of notification. Once on-site, the Project Manager will be physically capable of responding to the City Representative within one (1) hour of notification.

If requested by the City, the logistics support team will provide and distribute ice, water, food, temporary utilities, sanitary facilities, temporary housing, and any additional services as specified in the agreement between Ceres and the City. During the Preparation/Planning Phase, vendors within and adjacent to the region will be identified and contingency contracts established for the provision of gasoline and diesel fuel, ice, water, food, sanitation, temporary housing, and other services. If during the Preparation/Planning Phase, local vendors are not available, Ceres will arrange to provide the services from other qualified and registered sources.

#### **Contractor Mobile Command Center**

The Emergency Operations Temporary Project Office and Primary Debris Collection/Debris Processing Equipment are staged in Houston, TX. Annual heavy equipment hauling permits are maintained for Ceres' eight heavy equipment haulers consisting of semi tractors with lowboy trailers, enabling a quick response. The temporary facilities and Ceres-owned disaster response equipment is expected to arrive within 12 hours of notice to proceed by the City.

The Emergency Operations Temporary Project Office comes equipped with general support equipment such as telecommunications (satellite telephone, radio, cellular phone, or land lines), fax copier, computer network, file cabinets, and general office supplies. The Project Manager, Project Administrative Personnel, Field Manager, Debris Collection and Site Management Crew, and designated City representatives will be provided with a proprietary communication link in the event conventional communications are interrupted. The Emergency Operations Temporary Project Office will be of sufficient size to provide support to the Project Manager, project administrative and support staff, and debris collection and site managers. A separate 10' x 20' office within the same facility equipped with general support equipment can be provided to the City.

#### **Satellite**

Ceres knows that immediate communications are critical to an effective response to disaster. We maintain an account with a satellite communications company and maintain satellite handsets for our managers and to provide to our customers as "loaner phones" until standard cell phone service is back online.

Ceres also has the capability to utilize various satellite communications system, which when wired together provide high-speed internet access roughly equivalent to a T-1 line. When powered by a

portable generator, our management and our Mobile Command Center users have local and world-wide communication tools to support our high service level.

Lastly, during two recent USACE Debris Missions, Ceres deployed mobile satellite dishes at remote debris management sites to maintain connectivity for real-time production numbers. In the U.S. Virgin Islands after Hurricane Irma and Maria, the telecommunications network on the islands were destroyed. Given the islands remote location, telecommunications providers struggled to repair the network. Ceres deployed mobile satellite dishes at each debris management to maintain connectivity for the USACE and Ceres to review real-time production data. Similarly, in 2018 after Hurricane Michael, Ceres deployed mobile satellite dishes to remote debris management sites in very rural counties with limited cell service. Again, this allowed us to maintain connectivity to review the real-time production data against our estimates and move debris collection crews to keep efficiency and production high.

### **FirstNet**

Ceres also participates in FirstNet, the First Responder Network program developed by AT&T. This gives us the ability to prioritize cellular and internet communications during an emergency. We can request equipment and resources from FirstNet to improve cellular communications and services during an incident.

### **Life Support and Fuel Supplies**

Ceres comes to the project self-sufficient and ready to help in many ways, including the provision of basic necessities. Due to the uncertain nature of room and board, Ceres mobilizes with life support for our crews and for some subcontractors. Additionally, if League City seeks assistance in provision of basic needs of water, food, shelter, and ice, Ceres can supply these services, as we have done in the past in other locations.

Following the landfall of Hurricane Katrina, Ceres' crews arrived with their own housing (travel trailers and RVs). We proceeded to supply life support of temporary lodging, meals, showers, and bathrooms to 400 people. We are also capable of providing onsite fuel delivery for both the fleet of Ceres owned equipment and our subcontractors, as well as City fleets.

### **Debris Management Sites (DMS)**

When a DMS is established, a Site Plan will be developed for each site, and include, but not be limited to:

- A description of project operations
- Site layout
- Environmental factors
- Site photographs

### **DMS Construction Timeline**

Each designated Debris Site Manager will commence construction of their respective DMS within 24 hours of notification. DMSs will be fully operational within 48-72 hours of Notice to Proceed. The Project Logistics Manager is responsible for ensuring gravel for access and internal haul roads and dump pads, prefabricated inspection tower kits, erosion control materials such as silt fence, straw bales, coir fiber, and geo-membrane liners for hazardous waste containment areas are available on site within 24 hours of notification. Additionally, portable truck scales may also be requested at the direction of the City.

### **Emergency Roadway Clearance and Debris Removal Phase**

Please note that this summary is not specific to a particular type of disaster event. This phase encompasses most of the physical work of the project. It also generates the most records including load tickets and logs of various kinds. This is also the phase where careful planning pays huge dividends.

### **Emergency Road Clearing-Cutting and Pushing Public Right of Ways**

When emergency road clearing is required, separate crews will be allocated and will be available within hours following an event. Ceres typically mobilizes this equipment pre-event based on weather forecasts. Cut and Push Crews will be prepared to work 24-hour shifts (with rotating personnel).

Cut and Push Crew typical configuration is:

- One front-end loader 4/1 bucket (or equivalent) with experienced and qualified operator
- Up to two transport trucks approximately 30 cubic yards with operator(s)
- Two laborers with chain saws and rakes
- Two flag persons
- One Bucket Truck with an experienced operator or climber (optional based on need)
- One Foreman with cell phone and pickup

The number of Cut and Push Crews will be determined by the City. Ceres owns eight (8) wheel loaders (with appropriate grapple attachments) and has additional subcontractor supplied pushing equipment.

Ground personnel will be supplied with sufficient types and quantities of tools and materials to effectively push the debris to the roadside to clear routes for emergency traffic. In the event debris cannot be pushed aside, it will be loaded in trucks and transported to nearby off-street locations for temporary dumping, to be picked up later by the normal debris clearing crews. When each assignment is complete, Ceres' crews will contact the City's dispatcher to obtain authorization to proceed to the next assignment.

### **Debris Collection**

Crews will be dispatched to begin work within two days, and according to the City's priorities and the removal schedule adopted in coordination with the City representative. At the direction of the Ceres field supervisor each assigned debris removal crew will service each assigned road or right of way. Daily meetings will be conducted at 7:00 AM between the City and Ceres. Zones and Sections will be identified and prioritized. Progress will be updated and reported to the City at the close of business each day. Additional passes will be conducted prior to project completion in agreement with the City or per contractual requirements, to ensure adequate time has been scheduled for residents to move their debris into the right of way.

A typical crew will be comprised of:

- One Knuckleboom Loader (or one 4-cubic yard wheel loader with grapple)
- One Bobcat with grapple
- Two laborers with chain saws and rakes
- Two flag persons
- One Foreman with cell phone and pickup truck (one foreman/ three crews)
- GPS Tracking and Navigation Aids
- Three hauling trucks or trailers (30 - 50 cubic yards). Additional/large capacity trucks may be added for longer hauls.

First preference will be given to hauling vehicles best suited to local conditions. Knuckleboom self loaders are efficient, but in areas with narrow streets or limited overhead clearance, they are too large to be effective. In tight areas, pickup trucks with dumping trailers minimize traffic disruption and potential damage. Crew and overall debris collection production will be monitored on a daily basis. The Project Manager will alter crew composition and overall number of crews as necessary. Self Loaders may work singly or in conjunction with dump trucks. In accordance with FEMA guidelines, hand-loading will not be allowed or tolerated in any circumstance. Ceres owns 13 Self Loaders (Knucklebooms) and has access to many more through our subcontractors. Following Hurricane Irma, Ceres bought additional knucklebooms to ensure immediate response to our clients.

A minimum of one **Hot Spot Crew** will be assembled for each zone during this project. The crew(s) will commence operations within 24 hours of the notice to proceed. The typical crew will consist of:

- One Knuckleboom or self-loader
- Three Laborers (one sawyer and two Flagmen)

Work zones will move as the debris is cleaned up from the streets and boulevards. When the work zone is located on or near a heavily traveled roadway, it will require additional flag persons, additional signage, and/or assistance from local law enforcement agencies. The crew foreman will monitor the work zone and all other aspects of crew operation.

### **Hazardous Tree, Limb and Stump Removal**

Ceres employs crews with professional tree climbers and aerial equipment such as bucket trucks to remove hazardous hanging branches and leaning trees (“hangers” and “leaners”). Ceres has performed this work on previous storms with an excellent safety record and with an excellent damage record. In response to Hurricane Katrina, Ceres was responsible for trimming and removal of trees in all of Jefferson Parish, LA amounting to 18,599 trees.

### **Flooding**

Ceres expects flood recovery work when a client has significant land area in a 100-year flood zone, and when rivers and other waterways pass through the area to be cleaned. Flood recovery work generally requires specialty equipment, such as long-reach excavators, floating excavators, and a greater amount of tracked skidsteers. Wheel loaders with buckets and grapples are often used to remove debris that may fall apart if picked up by a knuckleboom loader.

Ceres has surveyors and other specialists on staff who can determine which flooded areas will be likely to drain first so we can plan and allocate equipment based on those studies.

Although some of the same types of debris are removed in flood and non-flood disaster recovery, typically storms with heavy rainfall increase the amount of construction and demolition debris when compared to vegetation. Also, the timeline is longer in flood situations, because standing water takes time to recede. The debris removal may also be more complex as it can involve partial or full demolition of structures. For example, in a post flood situation, a house may have sheetrock walls that must be inspected by an expert who determines that sheetrock must be removed. After removal, the debris may be left on the right-of-way in loose piles. These piles will probably present more difficulty in loading than vegetative debris, or a pile of wind-blown privacy fence, because the waterlogged debris may have no structural integrity and will fall into pieces when picked up. For this reason, the types of equipment may be different in flood situation, with wheel loaders and dump trucks more prevalent and self-loading knucklebooms less prevalent than in a non-flood storm. Ceres owns nearly all types of equipment used in flood recovery, and we have subcontractors who specialize in flood disaster recovery.



Flood debris from the Spring 2008 Iowa Floods

Ceres has a special hazardous materials (HAZMAT) team that specializes in preventing the spread of contamination and infestations of rodents in areas that were flooded. From past experience, Ceres knows that these areas are prone to contamination from sewage, agricultural run-off, mold, and chemicals, they are also prone to rodents. Ceres plans to concentrate heavily on these areas in order to limit the spread of contaminants and to limit the breeding of rodents and pests. Once the determination is made in conjunction with local officials and the EPA, if applicable, Ceres will utilize its special teams to target these areas.

Following Hurricane Katrina, for example, Ceres made weekly passes in some formerly flooded areas, and “mirrored” or “paralleled” the municipal sanitary waste teams. By doing this, neighborhoods were kept clean on a weekly basis so that pests could not be alternately supported by garbage and flood debris—instead all potential habitat or food for pests was removed frequently to ensure a safe neighborhood.

Pathogens are also more of a problem in flooded areas. Water promotes growth of undesirable organisms, and it also facilitates transfer of bacteria that exist in an environment to humans working in that environment. Our corporate health policies address hazards of working in a flooded disaster environment, and Ceres uses procedures including additional immunizations and additional personal protective equipment such as waterproof clothing and footwear, face shields and respirators (air filters) to minimize hazards of flooded areas.

Flood situations may also generate other types of task orders, such as pumping water or clearing catch basins. Ceres is ready for these sorts of eventualities in the City. If a storm leads to flooding, we are prepared to transfer our debris management sites and equipment staging sites to higher



ground using identified alternative transportation routes if necessary. Ceres also has several barges, dredging, and water salvage companies on hand as subcontractors if the need arises.

### **Certification of Maximum Volume Capacity of Hauling Trucks/Trailers**

Prior to initial use, authorized Ceres personnel and League City representatives will inspect hauling trucks. Only pre-approved trucks will be received at the DMS. Approval will include documentation of truck identification and insurance, safety requirements, and measured cubic yardage capacity. A unique approval number will be assigned to the truck and posted on the truck along with measured capacity. All units hauling debris are required to be “measured in” prior to commencement of work. The hauling unit/truck/trailer certification procedure is mandatory and will be administered by quality control representatives of Ceres and the City. A Truck Certification Log Sheet will be created for each hauling unit/truck/trailer. Unit specific information along with Year, Make, Model, Address, Photograph, License Plate information, Driver Name, and signatures will be recorded on the log. At this time, a unique identifier will be assigned to the unit. Truck Certification Logs will be maintained by Quality Control Staff. The log will be maintained and available to DMS inspection personnel regarding truck approvals, approval number, capacity, and other pertinent information.



Placarding a truck

The unique truck/trailer identification number and its maximum carrying capacity are written with permanent marker on Ceres placards that are mounted on both sides of the truck/trailer. Ceres uses pre-printed labels with our name and blocks for the assigned identification number and measured volume. These labels cannot be removed without destroying the label. All equipment is subject to further inspection by the City at any time during the project.

### **Work Locations**

Dispatch records will be maintained for the duration of the project. Records will include date and time of dispatch, crew and unit identifier, and status of assigned section (In Progress, Completed). Typically, one contractor will be assigned to a given section. Sections may be comprised of individual developments or combinations thereof. Accurate and thorough Dispatch Logs enable the identification of any potential issues and the responsible party.

Prior to the assignment of sections to crews, each section/subdivision will be inspected by Ceres Field Personnel to ascertain the optimal crew configuration/type (Self Loader, Wheeled Loader with Dump Trucks, High Capacity Trailers, or other combinations of equipment). Classification of sections maximizes production and minimizes potential damage to property. Additionally, all supervisors will conduct weekly toolbox meetings and develop activity hazard analyses in compliance with the corporate Health and Safety Plan.

### **Field Management**

Regular and effective communications are critical to the rapid dissemination of appropriate and accurate data to both the City Management Team and the Ceres Management Team. As the project progresses, the needs of the City may change and resource requirements may need to be reassessed.

The original plan, therefore, may need to be modified. In order to ensure effective and efficient execution of all field work, the Ceres team, from Site Managers up to the Project Manager, will meet on a daily basis. The Project Manager is responsible for coordinating the daily scheduling and dispatch of cleanup crews with the City and will meet with the designated representative on a daily basis. The Site Manager is responsible for management and operation of a reduction site, loading sites or any other work site. The Site Managers report directly to the Sector Manager, who reports to an Area Manager, who reports to a Project Superintendent, who reports to the Project Manager. Depending on the scale of a disaster, the number of managers assigned to the Ceres Team will vary depending on local conditions. Foremen at the reduction site(s) and for the collection and hauling activities are responsible for crew supervision and report to the Site Manager.

Each Site Manager ensures that their crew operates in an efficient manner and is responsible for documenting and inspecting work performed. Site Managers document safety meetings, equipment safety inspections, quantity and location of debris hauled, areas completed, and daily time sheets of personnel and equipment. Site Managers also monitor quality control issues such as completeness of cleanup and/or trimming and contract compliance.

The collection crew Foreman will be responsible for scouting future debris removal locations within the daily schedule set by the Program Manager. While scouting the zone, the Foreman's responsibilities include:

- Locating logical trucking routes.
- Identification of Sections by Crew Type/Composition.
- Locating and planning the control or elimination of hazards within the zone (such as high traffic areas). Preference will be given to Self Loaders to ease traffic congestion and minimize damage.
- Advising the Site Manager of any anticipated difficulties or hazards.
- Determining and obtaining resources necessary to ensure a steady workflow.

At the end of each shift, documentation of work completed will be tabulated by the administrative staff and used to schedule the next day's work activities. At this time, any daily reports required by the City will be produced.

### **Scheduling Control Debris Collection**

During post-award preparation the Project Manager obtains maps detailed enough to provide individual debris collection crews address block information. Maps will be divided and identified according to Districts, Sections, and Developments or Address Blocks. The Master Debris Management Map will be located in the Emergency Response Mobile Command Center. Individual developments or address block maps will be reproduced on 8.5" x 11" paper for use in crew dispatching. Each Site Manager will be provided a binder containing all of the development/address block maps for the event's entire area.

The Project Manager will be responsible for the assignment of Districts, Sections, and Developments or Address blocks to subcontractors and their respective crews. A written master assignment file will be maintained in the Emergency Mobile Command Center and will be updated as changes or additions are made. The dispatcher will be responsible for dispatching crews to their assigned areas utilizing the master assignment file. Subcontractors and their respective crews will not be permitted to have more than two open assigned areas. Communication between the subcontractors, their respective crews and the dispatcher will be via radio or telephone. Upon



completion or near completion of an assignment, it is the responsibility of the crew leader or subcontractor to request an inspection. The dispatcher will forward this request to the debris collection superintendent or area manager for action. The debris collection superintendent or area manager will coordinate an inspection with a City designated representative.

Once an assignment has been completed and inspected, a new area will be given to the subcontractor. Depending on the size of the subcontractor and/or crew, areas may be as small as address blocks or developments up to portions or even entire Sections. Crews will not be permitted to leave their assigned area and move to another work area until all work is completed as required and the area inspected, and authorization received from the Site Manager. The dispatcher is responsible for continually updating crew locations. At the end of each shift, the dispatcher will provide the field managers with a list of crews and their current locations. Subcontractors and crews are prohibited from collecting debris from outside of their assigned areas. The City field representatives will be provided updated crew assignments daily.

### Project Manager

The Project Manager (PM) will serve as the principal point of contact between Ceres and the City Operations Manager. The assigned PM will be knowledgeable about all facets of Ceres' assigned tasks and will have executive project responsibilities. The PM will have written authority to sign for the corporation in matters relating to this project and the City.

Upon receipt of a Notice to Proceed, the PM will be on call 24 hours per day, seven days per week, and will have electronic linkage capability for transmitting and receiving relevant contractual information. This linkage will provide immediate contact availability via cell phone and fax machine and have Internet capabilities. The PM will participate in daily After-Action Reviews and disaster exercises, functioning as a source to provide essential element information. The PM will report to the City Operations Manager on an "on call basis" and be capable of responding within one hour of notification.

The PM will ensure that all City event goals and priorities are met and will have authority to make executive decisions regarding the project. The PM will work out of Ceres local disaster office and will meet with his support staff and crew leaders at the end of each day to review progress and set goals and priorities for the following day.

### Field Supervisors/Crew Leaders

Ceres Site Managers are responsible for ensuring safe and healthy work environments exist during all operational phases. The Site Manager's specific daily Health and Safety and Operations responsibilities include:

- Monitoring and Inspecting Heavy Equipment Operators, Truck Drivers, and Traffic Controllers in the safe operation of their specific area of responsibility using the proper tools and in accordance with the safety procedures and guidelines outlined in EM 385-1-1 and CFR 29 Par 1929 and 1910. It is important to note that a debris clean-up operation exposes the general public to the numerous hazards involved in debris collection and removal.



- Enforcing the use of proper guards, controls, and work practices. Monitoring each feature of work for human, situational, and environmental factors that could cause accidents.
- Locating compiling contact information for area medical facilities. Crew Leaders will be equipped with a pager and a cellular phone in case of emergency.
- Supervising and evaluating overall worker performance, including safety.

Crew Leaders document daily production to monitor and ensure the most efficient operations. The information they are to record includes:

- Cycle Times of Trucks
- Loads per Hour
- Production

Crew leaders are also required to make sure that safety gear is provided and that it is adequate for the hazards involved and enforce proper use and wearing of protective gear. Accidents will be recorded and reported on the Supervisor's Accident/Incident Investigation Report by the Crew Leaders.

Daily records submitted up the chain of command to the Project Manager will include:

- Sub-contractor/Employee Name
- Equipment Number
- Type of Equipment
- Hourly equipment documentation, downtime, lost time, and sick time

All accident/incident reports are forwarded through the Health and Safety Manager to the Health and Safety Officer (HSO). The HSO notifies the PM, who in turn informs the City Operations Manager and implements all procedures as set forth in the Ceres Health and Safety Program.

### **Description of a Typical Workday**

It will be the responsibility of the Sector Manager to schedule and coordinate the location of a particular crew and equipment necessary for its job function to its location through direction to the Field Supervisors. This will take place through schedule planning from the previous day. The Field Supervisor will notify members of the crew of the start time, specific job function, and location where he/she is to report. At the beginning of the day each field employee will sign in a daily time sheet, the location according to zone (if the zone changes during the course of the day the employee will document the new location), the phase of work he/she is performing, and the unit number and beginning hours of the piece of equipment that he/she is operating (if applicable). The employee responsible for loading trucks and truck drivers will keep a running tally of the loads they complete from each particular zone over the course of the day. It is then the responsibility of the field employee to perform an inspection of the piece of equipment and inform the crew Foreman so corrective actions may be taken. The inspection will be documented on a punch-list that is supplied on the employee's daily report. After inspections and documentation are complete, the crew will begin removing the debris from their zone assigned.

Two flagmen will be placed on each end of the work perimeter to meter the flow of traffic into the work perimeter. If debris is to be moved across the roadway, the flagmen will stop all traffic. When the loading of a truck is completed, the flagmen will also stop traffic while the truck moves out of the controlled area. During the work, the flagmen will be equipped with two-way radios to coordinate the direction of traffic. Additional trucks staged for loading will all be stationed to the side of the roadway from which they will be loaded so they will not obstruct incoming traffic to the work perimeter. When loading is completed, the truck will leave the work area.

The trucks will be placed in single file to the rear of the Knuckleboom loader. As each truck in the queue is loaded and departs for the dumpsite, the next truck in line backs up to the loading perimeter. The Knuckleboom loader will load from piles that are staged by two front-end loaders working ahead of the Knuckleboom loader to limit the amount of movement of the Knuckleboom loader during the course of the day. When self-loading trucks (self-loaders) are in use, those trucks will be directed to an appropriate location within the work perimeter where they can begin loading immediately.



The front-end loaders will stage the material from the area between the sidewalks and the street into staging areas on the side of the street. If the crew is working in a high traffic area, then this method will not be incorporated – rather the staging will be done completely on one side then staged completely on the other side. When the Knuckleboom loader encounters material difficult to handle (such as chunk wood), the Front-end loader will assist in performing the loading.

Two laborers trained in the use of chain saws will assist the Knuckleboom loader. They will rake and clean up the area of the pile. When oversized material is encountered, the laborers will use chainsaws to reduce its size. The laborers will also assist the truck operators in staging for the Knuckleboom loader, notifying when loading is completed and for obstructions to and from the loading area.

The crew Foreman will be responsible for scouting future debris removal locations. He will utilize maps to locate the perimeter of the zone to which he is assigned. While scouting the zone, the Foreman's responsibilities will include:

- Locating logical truck routes.
- Plotting a logical and efficient direction for the crew.
- Locating and planning for hazards within the zone (such as high traffic areas).
- Notifying his Supervisor and Sector or Area Manager of hazards in a timely fashion so the hazard can be avoided if possible or mitigated if necessary.
- Identify plan for and obtain the necessary resources for a steady workflow in future locations of the work zone.

At the end of each shift, crew employees will complete their time sheet by entering in the time the shift ended, the ending hours on the equipment they utilized and the number of loads they either hauled or loaded. They will deliver this timesheet to the Foreman before leaving the shift. The Foreman will compile the labor information to a daily worksheet, along with Purchase Orders, trucking that was utilized and number of loads hauled, equipment utilization, and a briefing of the course of the day describing any problems that arose and solutions implemented, and areas worked. The Foreman will then turn in the reports for the day. The following topics will be discussed with the management team:

- Changes in time for completion
- Changes in cost objectives for the project
- Changes in operating policy
- Changes in the technical specifications for the projects

- Changes in methods
- Changes in needs
- Revised activity plan estimates
- Failure of suppliers or contractors to deliver on time
- Reassessment of resource requirements on individual activities
- Inability to utilize resources as planned
- Unexpected technical difficulties
- Unexpected environmental conditions
- Scheduling needs
- Performance of work per zone or region
- Unplanned costs
- Any problems or future problems pertaining to the project

After the meeting is adjourned, the Project Manager (PM) will collect all the data. The next business day the data received, and the daily reports will be entered into a computerized database. These reports will be evaluated by the Disaster Response Business Unit Director and discussed with the CEO and the PM. The data will be used in weekly reports that itemize costs per region and code and weigh them towards the projected costs and schedules of the project. These reports will be submitted weekly to corresponding company divisions along with reports submitted to the City. It will be the responsibility of the PM to utilize the minutes of the daily meeting and the information from the reports to make daily assessments of the schedules of each individual crew. The PM will also have daily meetings with the City regarding performance and schedule issues of the project. This meeting will cover the customer needs of each zone, projected costs and scheduling of assigned zones, priority of zones, and work to be completed.

### **Geographic Area Management**

Every area has its own unique geographic characteristics that define the parameters of the response. An urban area, smaller municipalities, and rural areas offers different challenges to the successful completion of a disaster recovery mission. Traffic is always an issue that must to be addressed especially when working in and around waterways. Bridges are natural bottlenecks, and our experience has taught us, the less they are used during the transportation of the debris, the better. Ceres is always aware that our disaster recovery work is not the only thing utilizing the transportation system. Through the selection of strategically located DMS, our haul trucks should have minimal impact on these areas, as the haul zones are designed to keep the trucks working close to each DMS. In the successful completion of our Hurricane Katrina disaster recovery operation in Louisiana, we worked with all of these geographical characteristics and traffic never became an issue because the zone design and DMS locations worked together as intended. All impact sensitive areas, such as waterways, parks, forest land, and reserves will be dealt with in an environmentally appropriate manner.

### **Debris Management Sites (DMS)**

Ceres will utilize the DMS identified by the City. In the event that additional sites are required, Ceres will work closely with the City to secure leasing agreements and permitting for additional facilities. The state or local environmental authority would be notified, and the required information submitted by Ceres.

Ceres will provide sufficient equipment and personnel to process, by burning (if allowable) or grinding, a minimum of 210 and up to 500 cubic yards of debris per hour per crew. Each DMS would generally include the following equipment:



- One Grinder, either horizontal or tub (depending upon needs/specs), and/or Air Curtain Incinerator
- Two Backhoes with grapples
- One Wheel Loader with rake
- One Wheel Loader with a light materials bucket for loading mulch
- One Maintenance Truck
- One Water Truck
- One Road Grader (optional)
- One Inspection Tower
- One Hazardous Materials Containment Area
- One Foreman with cell phone
- Four walking floor trucks (120cubic yards) for hauling mulch
- Additional Equipment as determined by the Contract and Site Manager

▪ During work for the USACE in Louisiana after Hurricane Katrina, we performed debris removal operations in 11 Parishes, and operated 54 DMS/final disposal sites, simultaneously.

One operator will be assigned site maintenance duties and will operate the Motor Grader, Water Truck, and Low-bed Trailer. This operator's primary duty is to ensure use of the roads by the dump trucks and maintain dust and fire control. The Loader with blade will have intermittent general site maintenance duties and will keep areas around the burn pits, ash storage, and grinding areas clean.

Ceres will construct a hazardous materials containment area at each DMS measuring approximately 30' x 30'. Typically, the perimeter will be lined with hay bales and staked in place. The area will be lined with heavy gauge plastic (10 mil or greater) to provide a waterproof barrier. A plastic cover (10 mil or greater) will be used to prevent rain from entering the containment area. Site run-off is redirected away from the containment area by site grading. Hazardous materials that are encountered during cleanup operations will be staged in this area. Such materials will be properly disposed of in a timely manner.

### Inspection

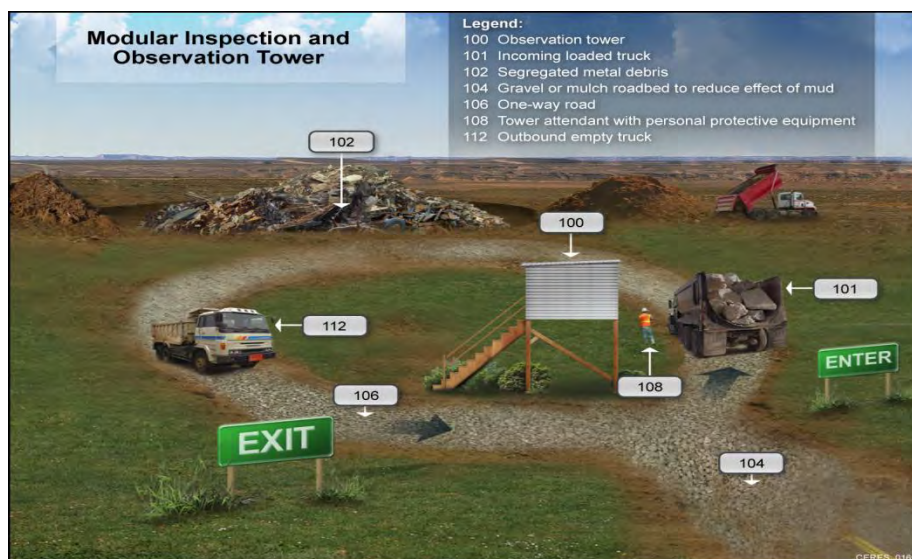
DMSs will be the point of inspection and load volume estimation by the City or their designated representative. Inspection towers will be used to observe and record all trucks entering and leaving the DMS and document their loads. The tower will be 10 feet above the existing ground elevation, with a wooden handrail and steps to provide access and constructed of pressure treated lumber. The floor area will be 8'x8', constructed of 2'x8' joists, 16" O.C. with ¾" plywood supported by four 6"x6" posts. The perimeter of the floor area will be protected by a 4' high wall constructed of 2'x4" studs and ¾" plywood. The entire floor area will be covered with a corrugated tin roof. The roof will provide minimum 6' 6" headroom below the support beams. The inspection tower will be large enough to adequately accommodate a minimum of three people simultaneously.

City Monitors/Inspectors will inspect each load to verify that:

- The truck has been pre-approved and measured.
- The load is eligible.
- The 'percentage filled to' figure is determined and noted on each individual load ticket.

City of League City  
RFP 22-024 Debris Management Services

The Monitor will determine the capacity of the truck and estimated load volume (percent capacity) and evaluate the load for contaminants requiring segregation. The Monitor will instruct the driver regarding the appropriate dump location at the site and will verify the truck is completely empty following dumping. The Monitor will complete the load ticket presented for each load delivered to the site.



After inspection, the material will be forwarded to the tipping area supported by a wheel loader with rake and laborers. The laborers will inspect the debris and remove any contaminants. Contaminants that are hazardous will be handled by the Hazardous Toxic Waste Specialist, staged in the Hazmat containment area, and disposed of in accordance with federal, state, and local requirements. Other contaminants, such as metal, will be segregated accordingly.

### Load Tickets and Reporting

Ceres uses preprinted, five-part carbonless, color coded load tickets. The tickets are available for use on this project if approved by the City. Each ticket has a unique serial number and ample space to record information such as: contractor, date, truck number, load size, driver, and type of material, origination, dumpsite, time, GPS Location, and inspector. Ceres uses a custom Access database program to record ticket information. The entry screen follows the format of the load ticket which greatly speeds up data entry. Tickets are easily verified and combined with a truck inspection table contained in the same database. One data entry clerk with minimal training can enter 700 load tickets (the equivalent of about 21,000 cubic yards) per day. Access also contains powerful report features that aid in ticket reconciliation and truck verification. Data is easily converted between Excel and Access for reporting purposes.

### Material Segregation

Due to the nature of these operations, material segregation is required in order to properly and efficiently process debris. Collection crews will segregate non-grindable debris to the maximum extent possible during collection and loading operations. The inspection tower will also assume responsibility for the segregation of loads containing contaminants or non-grindables. Those loads, which may contain debris ranging from white goods, household hazardous waste (HHW), e-waste, and other materials, will be segregated and sorted either manually or mechanically to remove the contaminants and then dumped in designated and appropriately lined/fenced areas at the DMS until final disposal.

Metal contaminants will be segregated and baled or otherwise processed for recycling. Concrete will be segregated and transported to a recycling facility and may be crushed prior to transport. Glass, plastic, and other materials will similarly be segregated and recycled to the maximum extent

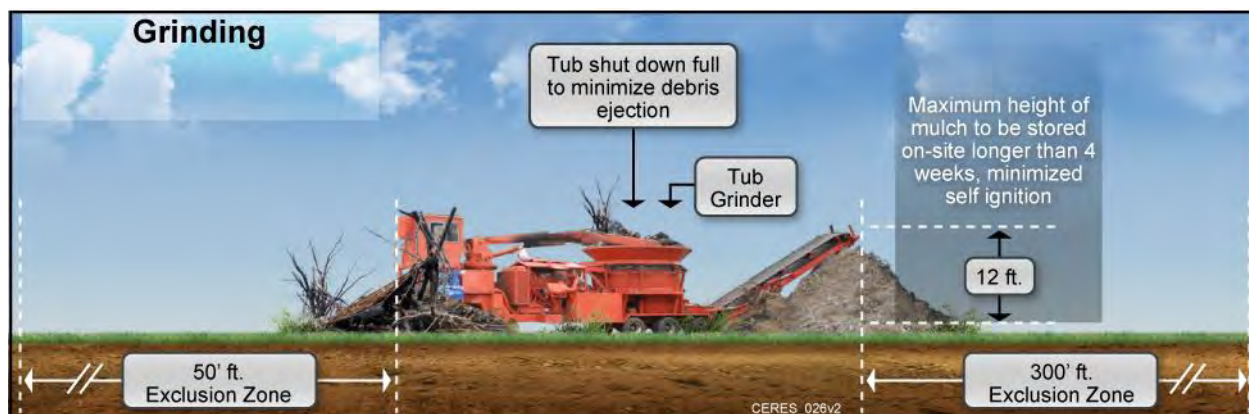


possible. Debris that cannot be processed or otherwise recycled will be disposed of at an approved and lawfully permitted construction and demolition final disposal site.

### Volume Reduction by Grinding

The wheel loader with rake will push material designated for reduction to the grinder. Great care should be taken to keep the debris free of dirt before processing with a grinder/chipper; this both maintains the value of the product and reduces the cost of grinding. If the mulch produced from grinding is to remain on site for more than four weeks, the mulch piles will then be stacked no higher than 12 feet to minimize the potential for spontaneous combustion.

Horizontal grinders, having a predominately closed grinding chamber, can operate with a minimal exclusion zone projecting out at a 45-degree angle at a distance of 250 feet from each corner of the in-feed conveyor. Tub grinders, if used, will operate with an exclusion zone of 300 feet on the “kick” side of the grinder and 50 feet on the “non-kick” side. Grinders will be shut down in a full tub condition to minimize debris ejection. The Dust Control plan will be implemented to ensure dust from the grinder does not impact the adjacent properties. Lockout/tagout procedures will be used on grinders and strictly enforced. All equipment in the vicinity of the grinders will be equipped with fully enclosed cabs.



### Volume Reduction by Burning

The loader/rake will push clean debris in the direction of the burn pit, taking great care to keep the debris free of dirt. Once the debris is piled in the vicinity of the burn pit area, the backhoe with thumb will feed the Air Curtain Incinerator in such a manner as to promote complete combustion. The backhoe will also set aside any material that would process more efficiently in a chipper/grinder, such as large diameter logs or stumps.



City of League City  
RFP 22-024 Debris Management Services

The Air Curtain will be operated at least 100 feet from any stockpile of debris and at least 1,000 feet from any occupied structure. Prior to removal of ash debris from the air curtain incinerator pit, the material will be wetted. Ash stockpiles will be at least 100 feet away from any debris stockpiles.

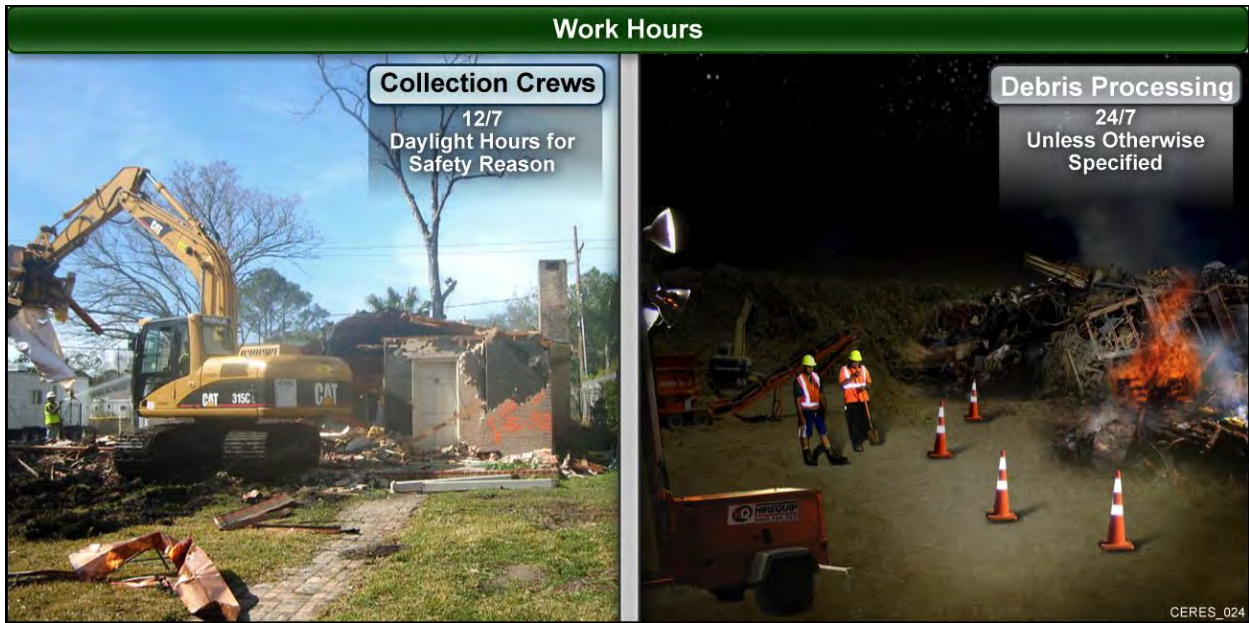
**Final Disposition**

Segregated, processed non-grindables will be recycled to the maximum extent possible and practicable. Metals and concrete will be baled, crushed, or otherwise processed for transport to recycling facilities. Documentation will be retained regarding total type and amount of materials recycled and each recycling destination.

Clean woody materials will be processed to generate mulch. Live bottom trucks loaded with a rollout bucket-equipped wheel loader will be used to haul mulch to the final disposal site. Mulch hauling will be performed simultaneously with grinding. Mulch will be applied or disposed of at a site(s) approved by the City, as appropriate. The handling of Incinerator Ash Material will comply with all federal, state, and local requirements and the Incinerator Ash Material Management Plan.

**Work Hours**

Collection crews will typically work up to 12 hours per day, seven days per week unless otherwise specified or limited by contractual requirements. For safety reasons, collection crews will work during daylight hours only. Debris processing sites typically operate 24 hours per day, seven days per week if sufficient lighting is provided during evening hours, unless restricted by the contract.



**Traffic Control**

As discussed in other sections, Ceres requires and will provide certified traffic control personnel for debris collection, transportation, and processing operations. Competent and qualified personnel will be trained in traffic control procedures and will be provided necessary safety equipment and communication devices. Traffic control personnel will generally be placed at either end of a work zone in order to properly control the flow of traffic into and out of the work zone.

### **Site Restoration**

The Site Restoration and Environmental Survey Plan will ensure that restoration of the site will meet the owner's requirements and local regulations. In addition to site cleanup and removal of all debris, the Restoration Plan will include requirements for achieving ground cover through topsoil and seeding specifications. Other requirements may be mandated by the Erosion Control Plan, such as maintenance of straw bales, retention ponds, or erosion control fencing until ground cover is established. An outside independent party may be employed to conduct a post utilization environmental survey in order to ensure satisfactory site conditions. Site closure is normally accomplished within 30 days of receipt of the last load of disaster related debris.

### **Demobilization Phase**

The PM prepares a demobilization checklist that includes a punch list of items to be completed by staff. The Punch List may include items such as arrangement for future maintenance of erosion control measures. The PM and staff are also responsible for final report to the City which includes lessons learned and results of operations

### **Documentation – Field Operations**

#### **Production Reporting**

Ceres has developed specific internal procedures to ensure proper audit-quality documentation of daily project activities is captured and provided to the City. This includes project tracking forms, load tickets, truck certification logs, production logs, shift inspection checklists, safety meeting report forms, daily crew reports, and various equipment usage reports. Other reports are prepared and submitted to document project activities, progress, and quality control.

#### **Quality Control**

Daily Contractor Production and Quality Control reports will be completed each day of work and available the following work morning to the City. Original reports are maintained in the Mobile Command Center and daily reconciliation reports are generated to verify information reported on load tickets to information reported on daily production reports. The Project Manager and Project QC Manager will monitor information contained in the Daily Quality Control reports to ensure project activities conform to contractual requirements and that an acceptable level of project quality and workmanship is provided to the City.

Formalized quality control procedures are applied to each project to ensure documentation procedures are properly and fully implemented and to ensure conformance to project specifications. All personnel, including employees, subcontractors, and suppliers are subject to the provisions of the QC Program. For each project, a Quality Control Plan is specifically developed to detail the QC organization, individual responsibilities, monitoring procedures of activities and subcontractor activities, documentation requirements for Ceres personnel and all subcontractors, control phases or procedures, and identification and correction procedures for non-conforming activities. The remedies for non-conformance include termination. Exceptional quality control of each project promotes efficiency and avoids investigation and other potential losses.

### **Project Closeout**

A final report will be submitted to the City upon project closeout. Ceres will prepare and submit a detailed description of all debris management activities including total volume of debris by type, final disposal locations and amounts of debris delivered to each, and total cost of the project invoiced to the City. Ceres will also supply additional information upon request of the City and understands that final project reconciliation must be approved by the City.



## Equipment Resources

Ceres Environmental Services, Inc. and its family of companies own 1,384 pieces of equipment. Substantially more additional equipment is available through our subcontractors. In our 2005 response for the USACE on Hurricane Katrina, Ceres provided more than 7,847 certified placarded vehicles and supporting loading equipment for an 11-parish region in Louisiana. Ceres-owned equipment augments our subcontractors' equipment and provides additional flexibility, direct management control, and higher levels of customer responsiveness and satisfaction.

Company equipment and personnel allow Ceres to respond to a disaster regardless of the immediate availability of subcontractors. Because of its extensive company-owned fleet, Ceres can send equipment and personnel to respond to a disaster regardless of the availability of subcontractors.

Following the 2017 storm season, Ceres purchased additional equipment, including self-loading knuckle boom trucks, additional grinders, excavators, and other support equipment. This allowed Ceres to continue to operate projects in the U.S. Virgin Islands and Puerto Rico and respond to Hurricane Florence and Hurricane Michael in 2018.

Much like recovery projects in 2016 and 2017, a large C&D event and a vegetative event occurred in 2018 in North and South Carolina. Subcontracted trucks left many projects in North Carolina, and other primes struggled to close out. Ceres applied the strategy used in 2017 and, buoyed by the purchase of additional equipment, Ceres self-performed the closeout on many of the jobs.

Ceres employs support personnel to maintain owned and leased equipment. Support personnel include mechanic helpers, master mechanics, asset/logistics managers and clerical support. Our field support personnel are supplied with mobile service vehicles and parts storage containers that can be strategically located to maximize our effectiveness. We maintain operational records on all equipment leased or owned. Those records are part of a preventative maintenance system that includes service records, repair history, spare parts inventory, technical manuals, and electronic document capture.

| Category              | Owned | Description                                    |
|-----------------------|-------|--|
| Light Truck           | 79    | Pickup Trucks, ½ & ¾ Ton Size                  |
| Service Truck         | 20    | Mechanic & Oiler Trucks                        |
| Self Loader Truck     | 16    | Straight Trucks with Grapple Loader            |
| Bucket Truck          | 9     | Arbor Truck with Boom                          |
| Straight Truck        | 17    | Flatbed, Dump & Roll Off Trucks                |
| Sweeper Units         | 10    | Open brush and Sweeper Vac units               |
| Semi Tractor          | 60    | Tandem & Tri Axle Tractors                     |
| Utility Trailer       | 43    | Car Hauler & Service Trailers                  |
| Dump Trailer          | 38    | Dump Trailers                                  |
| Walking Floor Trailer | 19    | 48' Self Unloading Debris Trailers             |
| Tag Trailer           | 14    | 40K# Tag Along Trailer for Self Loader Support |
| Lowboy Trailer        | 8     | Heavy Equipment Hauler Trailers                |
| Debris Container      | 32    | Assorted Roll Off Containers                   |
| ISO Storage Container | 84    | Portable Shipping/Storage Containers           |
| Inspection Tower      | 6     | Portable Traffic Inspection Tower              |
| Portable Office       | 8     | Portable Self-Contained Office                 |

City of League City  
RFP 22-024 Debris Management Services

| Category                            | Owned | Description  |
|-------------------------------------|-------|--|
| Portable Berthing (R/V)             | 21    | Assorted berthing to house and sleep crew                                  |
| Wheel Loader                        | 29    | Assorted Wheel Loaders with Bucket and/or Grapple                          |
| Backhoe Loader                      | 2     | Wheel Backhoe Loaders  |
| Skidsteer Loader                    | 26    | Assorted Wheel or Track Skidsteer Loaders                                  |
| Swinger Loader                      | 3     | Swinger Loader with Bucket and/or Grapple                                  |
| Telehandler                         | 8     | Assorted Sized with Forks, Grapple and Bucket                              |
| Hydraulic Excavator, Tracked        | 51    | Assorted Tracked Excavators with Bucket and/or Grapple                     |
| Hydraulic Excavator, Wheel          | 2     | Wheeled Excavator with Grapple, Breaker and Buckets                        |
| Hydraulic Amphibious Excavator      | 2     | Pontoon Flotation Excavator with 50' Reach                                 |
| Hydraulic Demolition Excavator      | 3     | High Reach Demolition Units  |
| Tracked Dozer                       | 19    | Assorted Dozers Straight Blade or 6 Way Blade                              |
| Self Propelled Sweeper              | 10    | Wet/Dry Sweeper, 4 Truck Mounted Vacuum System                             |
| Tub Grinder                         | 6     | Assorted Sized Tub Grinder for Vegetative Reduction                        |
| Horizontal Grinder                  | 14    | 5 Track Mounted and 9 Trailer Mounted Grinder                              |
| Brush Chipper                       | 5     | Assorted Sized Pull Behind Chipper for Vegetative Reduction                |
| Tree Chipper                        | 4     | 3 Track Mounted and 2 On Road Wheeled Self Loading Chipper                 |
| Crusher, Jaw Style                  | 2     | 1 Track mounted crusher unit and 1 skid mounted                            |
| Portable Screening Machine          | 8     | Assorted Screening Units for Soils and Aggregates, 2 on Tracks             |
| Portable Material Density Separator | 1     | Water bath Unit for Separating Materials                                   |
| Light Plant                         | 16    | Assorted Lamp Light Plants, 2 with 20KW Generator                          |
| Air Curtain                         | 10    | 9 Portable Air Curtain Trench Burner and 1 Fire Box Incinerator            |
| Water Pump                          | 25    | Portable Water Pumps Sizing from 3" – 12"                                  |
| Generator Set                       | 32    | Assorted Generators Sizing from 6KW to 240KWmw                             |
| Assorted Attachments                | 427   | Buckets, Grapples, Blades, Shears etc... for equipment support             |
| Marine Skimmer Vessel               | 6     | Work Vessel Outfitted for Harbor Cleaning of Debris and Contaminants       |
| Marine Cleaning Equipment           | 1     | Self-powered Beach Cleaner   |
| Forestry - Tree Handler             | 9     | Track Mounted and On-Road Wheeled Long Reach Tree Handler 42' to 75' Reach |

City of League City  
RFP 22-024 Debris Management Services

| Category   | Owned | Description  |
|--|-------|--|
| Forestry - Forwarders, Harvesters, Skidders, Masticator, Log Loaders | 14    | Forwarders, Harvesters, Skidders, Tracked Masticator and Log Loaders |
| Miscellaneous  | 164   | Tools, etc.  |

We recognize that subcontractors are crucial to our ultimate success in a major event. Below is a sampling of important equipment available through subcontractors:

| Type of Equipment                      | Quantity |
|--|----------|
| Air Curtain Burner                     | 585      |
| Bucket Trucks                          | 1,136    |
| Concrete/Rock Crushers                 | 54       |
| Excavator                              | 3,356    |
| Knuckleboom-Prentice-Style-Self-Loader | 5,219    |
| Roll Off Trucks                        | 3,955    |
| Skid Steer                             | 7,439    |
| Skid Steer with/Grapple                | 9,001    |
| Tractor-Trailer End Dump               | 11,872   |
| Tractor-Trailer Live Bottom            | 4,078    |
| Truck-Dump-Single Axle                 | 7,973    |
| Truck-Dump-Tandem Axle                 | 15,358   |
| WheelLoader-FrontEnd-4Yard             | 6,092    |



## B.2 Mobilization Plan

Ceres Environmental Services, Inc. is expert at rapidly mobilizing its team and its equipment as well as key subcontractors to provide the City with the necessary resources as quickly as possible. Ceres recognizes that in order to minimize the financial damage to a community, cleanup activities must begin rapidly and proceed without delay. Below is a table of guaranteed response times to an event in City of League City. Response times may vary according to storm intensity.

| Service                            | Response Time to Mobilize | Service                            | Response Time to Mobilize |
|------------------------------------|---------------------------|------------------------------------|---------------------------|
| Emergency Road Clearance           | 12 Hours                  | Emergency Power Generators         | 12 Hours                  |
| Temporary Satellite Systems        | 12 Hours                  | Portable Sanitary Facilities       | 12 Hours                  |
| Reefer/Refrigerator Containers/Ice | 12 Hours                  | Potable Water Trucks/Bottled Water | 12 Hours                  |
| Mobile Fleet Repair Facility       | 24 Hours                  | Temporary Signage/Traffic Control  | 12 Hours                  |
| Canteen & Operation                | 24 Hours                  | Right of Way Debris Management     | 12 Hours                  |
| Tree/Tree Stump/Limb Removal       | 12 Hours                  | Right of Entry Debris Management   | 24 Hours                  |
| Demolition of Structures           | 24 Hours                  | Temporary Lighting                 | 12 Hours                  |
| Rental of Equipment                | 12 Hours                  | Temporary Fueling Facilities       | 24 Hours                  |
| Portable Housing Facilities        | 24 Hours                  | Temporary Fencing                  | 24 Hours                  |

### Pre-Landfall Activities

**Ceres Representative (Early Rep):** Ceres will provide, at the City's request, a representative prior to hurricane landfall. When a disaster threatens, Ceres is pleased to provide to City of League City one or more representatives to be present at the Emergency Operations Center prior to landfall. The Early Rep will interface with City personnel and provide Ceres management with on-the-ground reports regarding local conditions.

**Equipment pre-staging:** Prior to landfall, Ceres equipment will be pre-staged at the closest mobilization point and contract administration headquarters. Additionally, our principal subcontractors will have equipment available in or near the City's location. In this manner, Ceres will have sufficient equipment to immediately start the initial push when weather permits, and have sufficient equipment to begin the load and haul as soon as possible.

**Subcontractor Liaison:** As detailed elsewhere in this submission, Ceres has a large number of subcontractors available. During the pre-landfall phase, our subcontractors will be contacted and put on alert in order that they can arrive as soon as safety permits. Ceres already has advance master contracts signed with many subcontractors, so we have already ascertained that they are properly insured.

### Project Advance Team

The project team, consisting of the Project Manager and selected Project Administrative Staff and Field Management personnel, will be on-site within 12 hours following notification by the City prior to, or immediately following, storm impact. The project staff may include management representatives from health and safety, quality control, accounting, subcontract administration,

logistics, and field management, depending on the size of the event. As soon as practicable, the advance team will compile an initial damage assessment. Personnel sufficient to round out the project administrative staff, its support function, and operations management, will arrive within 24 hours of notification. Once on-site, the Project Manager will be physically capable of responding to the City Representative within one (1) hour of notification.

If requested by the City, the logistics support team will provide and distribute ice, water, food, temporary utilities, sanitary facilities, temporary housing, and any additional services as specified in the agreement between Ceres and the City. During the Preparation/Planning Phase, vendors within and adjacent to the region will be identified and contingency contracts established for the provision of gasoline and diesel fuel, ice, water, food, sanitation, temporary housing, and other services. If during the Preparation/Planning Phase, local vendors are not available, Ceres will arrange to provide the services from other qualified and registered sources.

### **Contractor Mobile Command Center**

The Emergency Operations Temporary Project Office and Primary Debris Collection/Debris Processing Equipment are staged in Houston, TX. Annual heavy equipment hauling permits are maintained for Ceres' eight heavy equipment haulers consisting of semi tractors with lowboy trailers, enabling a quick response. The temporary facilities and Ceres-owned disaster response equipment is expected to arrive within 12 hours of notice to proceed by the City.

The Emergency Operations Temporary Project Office comes equipped with general support equipment such as telecommunications (satellite telephone, radio, cellular phone, or land lines), fax copier, computer network, file cabinets, and general office supplies. The Project Manager, Project Administrative Personnel, Field Manager, Debris Collection and Site Management Crew, and designated City representatives will be provided with a proprietary communication link in the event conventional communications are interrupted. The Emergency Operations Temporary Project Office will be of sufficient size to provide support to the Project Manager, project administrative and support staff, and debris collection and site managers. A separate 10' x 20' office within the same facility equipped with general support equipment can be provided to the City.

### **Satellite Communications**

Ceres knows that immediate communications are critical to an effective response to disaster. We maintain an account with a satellite communications company and maintain satellite handsets for our managers and to provide to our customers as "loaner phones" until standard cell phone service is back online.

Ceres also purchased and uses a system of internet access using two satellite dishes, which when wired together provide high-speed internet access roughly equivalent to a T-1 line. When powered by a portable generator, our management and our Mobile Command Center users have local and world-wide communication tools to support our high service level.

### **Life Support and Fuel Supplies**

Ceres comes to the project self-sufficient and ready to help in many ways, including the provision of basic necessities. Due to the uncertain nature of room and board, Ceres mobilizes with life support for our crews and for some subcontractors. Additionally, if City of League City seeks assistance in provision of basic needs of water, food, shelter, and ice, Ceres can supply these services, as we have done in the past in other locations.

## Debris Management Sites (DMS)

When a DMS is established, a Site Plan will be developed for each site, and include, but not be limited to:

- A description of project operations
- Site layout
- Environmental factors
- Site photographs

Additional sub-plans that may be incorporated as necessary in the Site Plan include:

- An **Environmental Protection Plan** that addresses storm water protection, hazardous waste, soil and leachate draining from the debris stockpiles, site operations, and the proximity of truck traffic to waterways.
- A **Dust Control Plan** that will address prevailing wind directions and location of developed areas as it relates to site design. Methods of mitigation will be specified such as the use of water trucks on access roads.
- A **Traffic Control Plan** that considers the number of trucks per hour entering the DMS and the type of public access control (if authorized). All-weather access roads into and out of the site will be needed to maintain a seven-day per week operation.
- A **Site Safety Plan** that complies with the Ceres Company Accident Prevention Plan (available on request) and applicable OSHA requirements. Security will also be addressed in the Site Safety Plan.
- A **Fire Prevention Plan** that will follow the provisions of the National Fire Prevention Code and in particular, codes that specifically address woodchip storage. All equipment will have fire extinguishers that meet NFPA No. 10A-1970.
- The **Production Plan** will designate how machinery will be utilized on site and will describe site management/operations and anticipated production rates. Each load received at the site will be inspected prior to off-loading to determine load size and the presence and type of any contaminants. Contaminated loads will be segregated for further sorting and appropriate processing or disposal.
- **Other plans may include:** Truck Routes and Access; Site Staffing and Assigned Duties; Debris Segregation and Hazardous Waste Handling plans.



A water truck sprinkling to control dust on an access road.

## DMS Construction Timeline

Each designated Debris Site Manager will commence construction of their respective DMS within 24 hours of notification. DMSs will be fully operational within 48-72 hours of Notice to Proceed. The Project Logistics Manager is responsible for ensuring gravel for access and internal haul roads and dump pads, prefabricated inspection tower kits, erosion control materials such as silt fence, straw bales, coir fiber, and geo-membrane liners for hazardous waste containment areas are available on site within 24 hours of notification. Additionally, portable truck scales may also be requested at the direction of the City.

City of League City  
RFP 22-024 Debris Management Services

### **Demobilization Phase**

The PM prepares a demobilization checklist that includes a punch list of items to be completed by staff. The Punch List may include items such as arrangement for future maintenance of erosion control measures. The PM and staff are also responsible for final report to the City which includes lessons learned and results of operations

### B.3 Office Location and Staffing

The primary mobilization and contract administration headquarters for this project will be our Houston, Texas office. Equipment and personnel will be mobilized from the other offices seen as required.



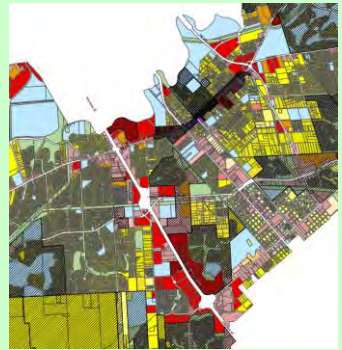



Ceres' multiple locations ensure that, even if an event affects our Texas location, other offices will swiftly take over to meet the needs of the City.

Due to the nature of disaster debris management services, personnel (other than key personnel discussed in proposal **Section A.a).3, Project Organizational Chart and Employee Certifications**, it is difficult to assign field personnel prior to an event. The nature and size of an event determines the correct team composition.



## B.4 Pre-Planning Activities

Ceres Environmental Services, Inc.'s record demonstrates that we stand ready to perform tasks of any size. To keep that record intact, our preplanning is already underway for League City. As part of its response, Ceres has identified our office in Houston, Texas as a mobilization headquarters. Ceres' mobilization planning and localized subcontracting efforts are implemented to minimize lead times during an event and to keep subcontracting dollars local. Our approach to subcontracting is to work from the inside out. This means we are implementing pre-storm agreements with local resources first, to use them first. When the project expands or the need arises, Ceres adds other resources that are also under contract to us.

| Pre-Planning Activities |  |   |
|-------------------------|--|---|
| Today                   | We are at work at Ceres so that we can respond rapidly and successfully to an event in League City. We are zone mapping, doing localized resourcing, and negotiating subcontractor agreements. Ceres has letters of intent from local subcontractors and is pursuing additional pre-arranged agreements with more local subcontractors and vendors. Being proactive in our pre-event planning allows us to give maximum attention to League City when the day comes for a disaster response. |    |
| Contract Award          | Upon contract award and at the City's request, we schedule a personal visit by a Ceres Project Manager. The purpose of this visit is the personal introduction of the key members of each party's team, discussion of the planning, training, and disaster response preparedness needs of the City. During an event, a Project Manager will be assigned only to League City and will be available to the City 24 hours per day, 7 days per week.   |   |
| Planning and Training   | If included in the contract, Ceres will provide training to designated City personnel as agreed. The company also continues its Pre-Event planning as it reviews local subcontracts, makes plan changes as necessary and keeps an eye on the weather. Typically, Ceres monitors the National Weather Service forecasts and several subscription services to keep us aware of tropical storms and hurricanes.   |  |
| Pre-Storm Mobilization  | When a storm in your area is imminent, Ceres acts quickly so that road clearance and debris removal operations can begin as soon as the storm subsides. At your request, if conditions permit, your Ceres Project Manager, or other Ceres professional, will join League City personnel in the EOC and help prepare for storm impact and recovery.   |  |



### Post Award Phase

Upon contract award and at League City request, a personal visit by a Ceres Project Manager can be scheduled. The purpose of this visit is to introduce the key members of each party's team, discuss the planning, training, and disaster response preparedness needs of the City from their own perspective, and review the Ceres Debris Management Plan, from mobilization to the Final Report. Tours of each of the sites identified for the following uses will be jointly conducted:

- Equipment Staging
- Debris Management Site(s)
- Local Landfills Authorized for Final Disposal
- City Public Works Offices
- City Administration

It is expected that this meeting will require the better part of a normal workday. Discussion will loosely follow a prepared agenda designed to address the critical elements of resource requirements and knowledge base known to significantly enhance the City's level of disaster response preparedness.

This is step one in the strategic pre-positioning of the interpersonal knowledge of each of our (both parties) teammates. Getting to know each other prior to an event is very important in maintaining a seamless transition during an actual disaster recovery.

### Planning and Training Phase

Planning and training are available each year of the contract and may include some of the following planning and training topics:

- How Many Jelly Beans in the Jar: Estimating Debris
- The FEMA Paperwork Process: From IDA to PW and All Points In Between
- Continued Growth: Changes in FEMA Policy
- Recent Legislative Changes
- Know Where to Look: Additional Funding Mechanisms for Debris
- Keeping It Between the Lines: Working with Regulatory Agencies for Debris
- Tipping Point: Determining Your Force Account Capabilities or When Will I Need Help
- FEMA Eligibility: What a "Good" Contractor Will Tell You
- Behind the Curtain: Becoming a Ceres Project Manager
- Tricks of the Trade: Tough Lessons Learned from 45+ Years of Experience
- Document, Document, Document: Debris Monitoring

This creates further opportunities to develop the relationships between the City staff and Ceres personnel that will help to assure a successful debris management operation, when required.

### Alert Phase

Selected Ceres team members are subscribed to special weather advisories from several different sources. We are aware of the weather.

#### Alert 1: Category I & II Hurricanes

When a Category I or II Hurricane's "Cone of Influence" of Projected Impact Area associated with the **3-day** forecast, begins to touch the coastline, the Project Manager assigned to the contract will commence Alert 1 activities.

Alert 1 activity includes, but is not limited to:

- Calling the previously identified representatives of League City, and exchanging the most up-to-date contact information each has with the other.

City of League City  
RFP 22-024 Debris Management Services

- Activating Ceres notification procedures for all subcontractors – operations and administrative services.
- Contacting and overseeing preparations to make the Project Advance Team ready to deploy.
- Assigning a Project Logistics Coordinator to make use of all services possible: including, but not limited to hotels/motels, gasoline and diesel fuel, catering/restaurants, laundry services, emergency medical services, vehicle and equipment repair shops, and other disaster response and life support services.
- Confirming the availability of emergency road clearing crews and equipment, and as local conditions dictate, dispatch them to a secure, pre-positioning site near or within the City's boundaries.

### **Alert 2: Category III, IV, or V Hurricane**

The same functions are performed as during Alert 1 activity, but they start when the **5-day** "Cone of Influence" of Projected Impact Area begins to focus on the City's geographic area.

### **Alert 3: All Other Sudden Impact Events**

Sudden Impact Events include earthquakes, ice storms, tornados, man-made, technological events, and terrorist activities. These events do not allow for a forecast or pre-positioning the Project Advance Team. Ceres pledges to the City to have a representative physically present within 12 hours of notification to respond to Sudden Impact Events.

### **Mobilization Phase**

Ceres is expert at rapidly mobilizing its team and its equipment as well as key subcontractors to provide the City with the necessary resources as quickly as possible. Ceres recognizes that in order to minimize the financial damage to a community, cleanup activities must begin rapidly and proceed without delay.

### **Pre-Landfall Activities**

**Ceres Representative (Early Rep):** Ceres will provide, at the **City's** request, a representative prior to hurricane landfall. When a disaster threatens, Ceres is pleased to provide to League City one or more representatives to be present at the Emergency Operations Center prior to landfall. The Early Rep will interface with City personnel and provide Ceres management with on-the-ground reports regarding local conditions.

**Equipment pre-staging:** Prior to landfall, Ceres equipment will be pre-staged at the closest mobilization point and contract administration headquarters. Additionally, our principal subcontractors will have equipment available in or near the **City's** location. In this manner, Ceres will have sufficient equipment to immediately start the initial push when weather permits and have sufficient equipment to begin the load and haul as soon as possible.

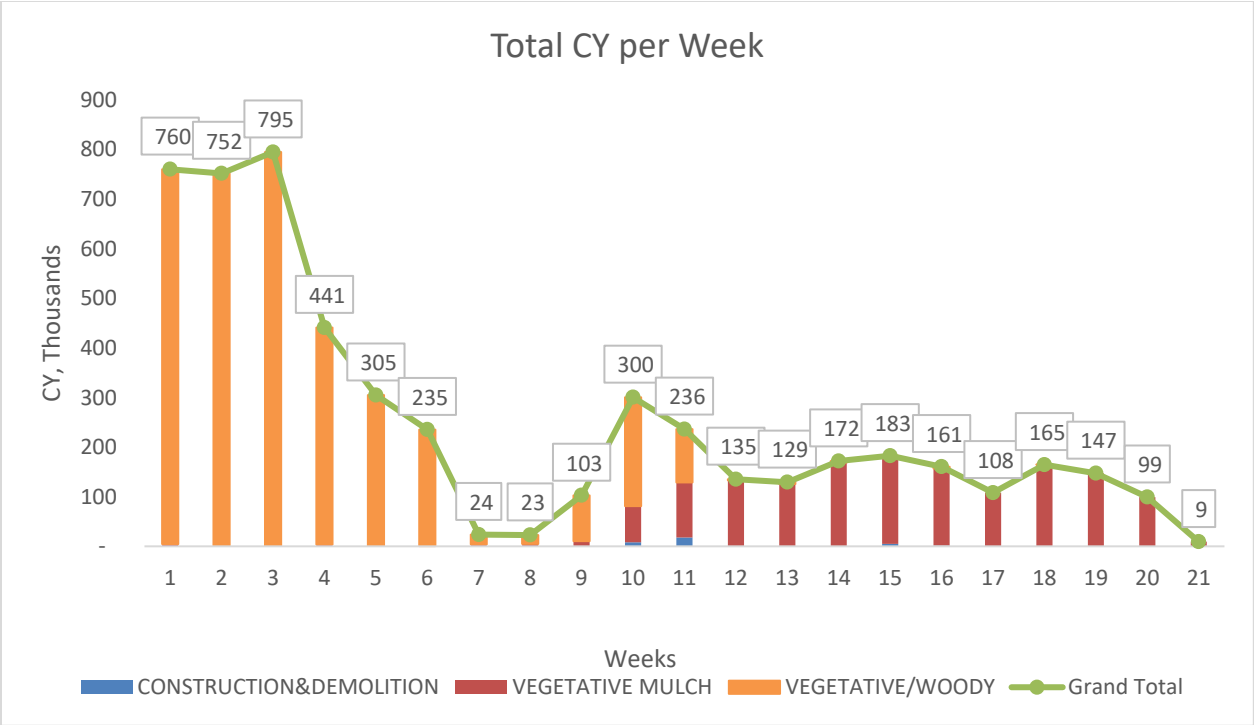
**Subcontractor Liaison:** As detailed elsewhere in this submission, Ceres has a large number of subcontractors available. During the pre-landfall phase, our subcontractors will be contacted and put on alert in order that they can arrive as soon as safety permits. Ceres already has advance master contracts signed with many subcontractors, so we have already ascertained that they are properly insured.

**B.5 Management Plan for Potential Scenarios**

Ceres Environmental Services, Inc. is expert in quick-response service, as evidenced in a letter from the Superintendent of Public Works of Elizabethtown, Kentucky following a storm debris removal project:

*“...Your representatives and employees were cooperative and responsive to our suggestions and requests regarding the progress of the cleanup. **Our town was cleaned up in an amazingly short time and our residents were very thankful.**”*

Ceres is also expert in high-volume projects, as shown by our 2018 Hurricane Michael response in Southwest Georgia, where Ceres was activated by the U.S. Army Corps of Engineers (USACE). At the mission’s peak, Ceres was able to haul 140,000 CYs – 3.3% of the total project – in a single day. This was accomplished by utilizing 1,628 hauling vehicles and managing 144 subcontracts. The consistency of this type of significant progress allowed us to finish on schedule with the USACE staff drawdown plan. Ceres loaded, hauled and disposed of a total of 4.2 million cubic yards of debris.



**Ceres Production Curve: Total CY Average per Week**

Ceres is accomplished in all aspects of the work described in the RFP. Some of those tasks are performed in every project, while other activities are performed only in worst case scenarios. Whether Ceres is tasked with the smallest event or the most catastrophic, Ceres has experience, and no task is too small nor too large.



As the severity of an event increases, the physical scope of work of a project will grow. A major event will require a wider variety of services, and it will also require a more complex response with a corresponding higher level of management attention. All projects, from a localized job to a catastrophic event, will require some basic services, including debris loading and hauling. The physical actions of loading debris, cutting trees, hauling debris, reducing debris, and managing and closing out a site are similar on small and large events. The larger events also may require additional services, including life support (water, ice, food), and, as mentioned, the logistics and management abilities required on a larger event are at a higher level. Ceres is qualified to handle all events, large and small, as shown by our successful operations in each of the over 250 FEMA-reimbursed projects we have managed, whether Ceres handled over 13 million cubic yards of debris or less than 10,000 cubic yards.

The estimated cubic yards shown in the following scenarios are general estimates. Likewise, projected mobilization times and equipment usage given are general estimates. Graphical displays of approximated past performance on similar sized projects are given as a reference.

The following pages describe projected scenarios and detail projected quantities and production rates. The specifics provided in RFP Section III.F used to calculate the total scenario cost provided in **Tab C, Pricing and Fees**, would likely fall under Event Type III: Significant Event – Citywide.

Graphs of hauling production in cubic yards on previous projects performed by Ceres illustrate Ceres' ability to perform each scope of work in each scenario. The graphs are rough illustrations of vegetative and construction and demolition debris and may use rounded numbers. The graphs generally do not include stumps, white goods, and other types of materials. Severe one-day drops in production usually indicate a "weather day" of zero hauling for safety reasons.

It is important to note that production rates vary for several reasons. In many cases, the rate of hauling is determined by how quickly citizens bring debris from private property to the curbside. In some cases, such as in Kansas City, the City preferred very quick production. In other cases, the local government wanted Ceres' hauling crews to stay on the job for an extended time even though production was low, because the citizenry needed time to bring debris to the curbside.

Production rates in an event in League City will vary depending on the actual storm event and physical conditions, and depending on the City's wishes, which may relate to how quickly residents can bring material out of their yards to the curbside. Generally, Ceres has the capacity to perform more rapidly than is preferred by many local governments.

City of League City  
RFP 22-024 Debris Management Services

## Event Type I: Spot Jobs -- Localized

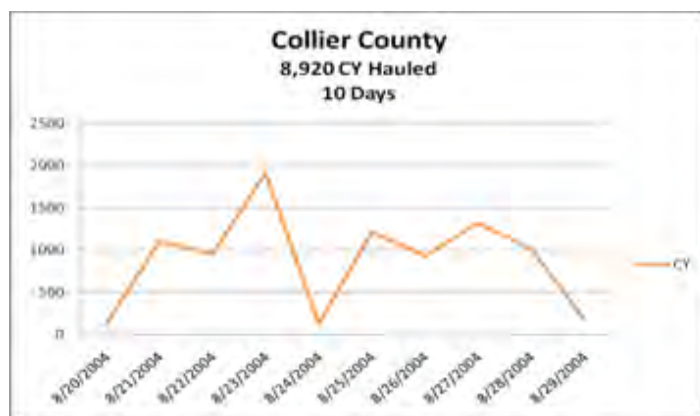
### Spot Jobs – Localized

**Ceres Headquarters Office Location:** Houston, Texas permanent office with mobile League City office

**Number of TDSR Sites:** Maximum of 1, no reduction

**Location of TDSR Sites:** To be determined

**Size of TDSR Sites:** 1 acre or more



**Type of Hauling Equipment:** Knuckleboom self-loading trucks, dump trucks/trailers

**Total Expected Cubic Yards of Debris:** less than 10,000 CY

**Quantity of Hauling Equipment:** Ten trucks or less

**Time elapsed from Notice to Proceed to first arrival onsite of equipment:** 1 hour

**Time elapsed from Notice to Proceed to complete mobilization:** 100% in 24

hours

**Expected Management and Supervision Staff:** 1 project manager, 1 or 2 foremen, 1 project accountant

**Methodology for Scheduling and Routing the Removal of Debris:** Ceres would provide one or more crews consisting of a chain saw crew with flaggers and self-loading knuckleboom trucks. A bobcat type loader may also be used. The crew would be supervised by a foreman who would interface with the City field representative, and a Ceres project manager would supervise the foreman and interface with the City administrators to assist with FEMA reimbursement including writing the Project Worksheet. Ceres' expert FEMA reimbursement staff would be available to assist further with FEMA reimbursement issues.

Ceres will haul the debris to a TDSR site where it will be reduced by compaction ("walking" on the debris with tracked heavy equipment) and then transfer it to a recycling yard for grinding and conversion to mulch for recycling, or other method acceptable to the City.

**Administration:** All trucks would be placarded and certified by Ceres and City personnel, and each load would be ticketed by a City-authorized monitor. All loads will pass under an inspection tower and will be "scaled" or "called" by a City-authorized monitor and the load call will be recorded on the load ticket. Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects.

Daily reports will be issued by Ceres stating the amounts of debris hauled the types of debris, and the zones from which the debris originated. Additional information will be provided by Ceres as requested by the City. Ceres, with the City's prior approval, will make available updates to citizens through internet access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.



City of League City  
RFP 22-024 Debris Management Services

## Event Type II: Small Event -- Citywide

### Small Event – Citywide

**Ceres Headquarters Office Location:** Houston, Texas permanent office with mobile League City office

**Number of TDSR Sites:** up to 1

**Location of TDSR Sites:** To be determined

**Size of TDSR Sites:** 5 to 10 acres

**Type of Hauling Equipment:** Self-loading knuckleboom trucks, dump trucks/trailers

**Total Expected Cubic Yards of Debris:** up to 30,000 CY

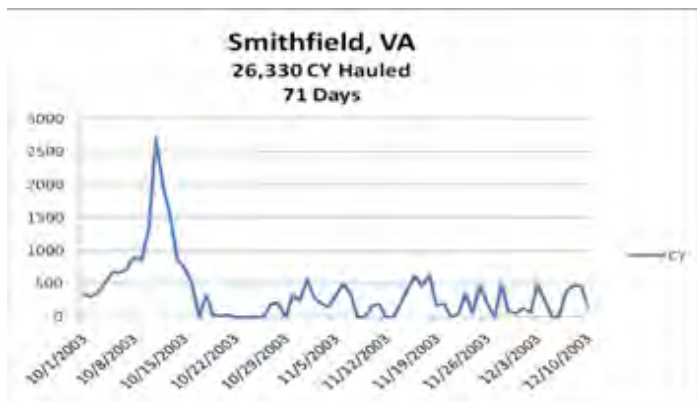
**Quantity of Hauling Equipment:** up to 3 crews with a total of up to 12 trucks and 2 bobcats

**Time elapsed from Notice to Proceed to first arrival onsite of equipment:** 1 hour

**Time elapsed from Notice to Proceed to complete mobilization:** 100% in 24 hours

**Expected Management and Supervision Staff:** 1 project manager, 1 superintendent, 1 foreman, 1 project accountant

**Methodology for Scheduling and Routing the Removal of Debris:** Ceres would provide two or three crews consisting of self-loading knuckleboom trucks with flaggers and chain saw operators. Bobcat type loaders would likely be used to forward material into larger piles for efficient pickup by self-loading knuckleboom trucks. Each crew would be supervised by a lead man, and all crews would be supervised by a superintendent who would interface with the City field representative. A Debris Management Site (DMS) will be established, a Ceres site manager will be installed who will manage the site operations, which would likely include a dozer, an excavator with grapple, a tub grinder or air curtain incinerator and dump trucks to haul out reduced debris (ash or wood chips). A Ceres project manager would supervise the superintendent and DMS site manager and will supervise site restoration. The Ceres project manager will also interface with the City administrators to assist with FEMA reimbursement including writing the Project Worksheet. Ceres' expert FEMA reimbursement staff would be available to assist further with FEMA reimbursement issues.



Ceres will haul the debris to a TDSR site where it will be reduced by grinding and then transferred by “live floor” or “walking floor” trucks with approximately 90 cubic yard capacity to a recycling yard for grinding and conversion to mulch for recycling, or other method acceptable to the City.

**Administration:** All trucks would be placarded and certified by Ceres and City personnel, and each load would be ticketed by a City-authorized monitor. All loads will pass under an inspection tower and will be “scaled” or “called” by a City-authorized monitor and the load call will be recorded on the load ticket.

Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects. Daily reports will be issued by Ceres stating the amounts of debris hauled the types of debris, and the zones from which the debris originated. Additional information



City of League City  
RFP 22-024 Debris Management Services

will be provided by Ceres as requested by the City. Ceres, with the City's prior approval, will make available updates to citizens through internet access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.

### Event Type III: Significant Event -- Citywide

#### Significant Event – Removal, Reduction, Hauling – Woody Debris Only – Widespread or Citywide

**Ceres Headquarters Office Location:** Houston, Texas permanent office with mobile League City office

**Number of TDSR Sites:** 2 or 3

**Location of TDSR Sites:** To be determined

**Size of TDSR Sites:** 5 to 15 acres

**Type of Hauling Equipment:** Self-loading knuckleboom trucks, dump trucks/trailers, other

**Total Expected Cubic Yards of Debris:** up to 400,000 CY

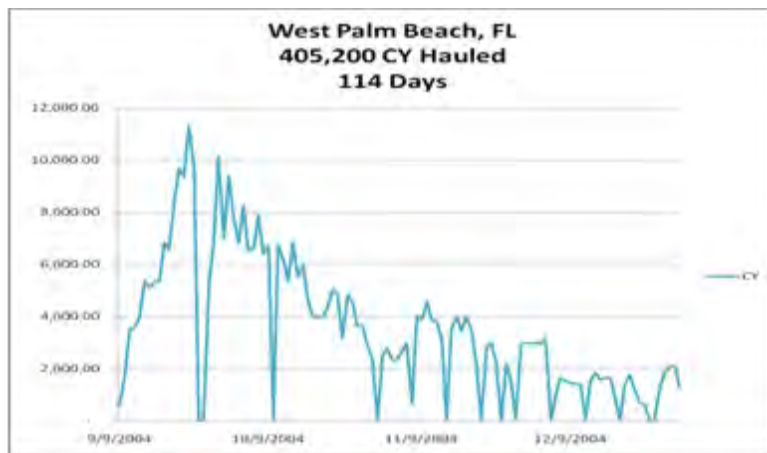
**Quantity of Hauling Equipment:** Self-loading knuckleboom trucks, dump trucks/trailers, approximately 8 crews with approximately 46 trucks total.

**Time elapsed from Notice to Proceed to first arrival onsite of equipment:** 1 hour

**Time elapsed from Notice to Proceed to complete mobilization:** 50% in 24 hours, 100% in 48 hours

**Expected Management and Supervision Staff: General Management:** 1 project manager, 1 site superintendent, 1 project superintendent, 2 foremen, 1 quality control officer, 1 administrator, 1 clerk, 1 subcontracting officer, 1 safety and health officer; plus Expected Personnel per TDSR Site: 1 TDSR Site Manager, 1 foreman with truck and cell phone, 1 assistant foreman, 5 to 8 heavy equipment operators, 2 to 4 flaggers for traffic control, 1 to 5 additional laborers for segregation and other material handling

**Methodology for Scheduling and Routing the Removal of Debris:** Ceres would provide several



crews consisting of trucks, loaders, chain saw operators, and flaggers. Trucks and loading equipment would be provided with each crew, including self-loading knuckleboom trucks and other loading and hauling equipment. Bobcat type loaders would likely be used to forward material into larger piles for efficient pickup by self-loading knuckleboom trucks. Each crew would be supervised by a lead man, and each crew would be supervised

by a foreman who would report to the Ceres superintendent who would interface with the City field representative. A Ceres site manager will be installed who will manage the TDSR site operations, which would likely include a tub grinder or air curtain incinerator, a dozer, an excavator with grapple and dump trucks to load out. A Ceres project manager would supervise the superintendent and DMS site manager and will supervise site restoration. The Ceres project manager will also interface with the City administrators to assist with FEMA reimbursement

City of League City  
RFP 22-024 Debris Management Services

including writing the Project Worksheet. Ceres' expert FEMA reimbursement staff would be available to assist further with FEMA reimbursement issues.

**Administration:** All trucks would be placarded and certified by Ceres and City personnel, and each load would be ticketed by a City-authorized monitor. All loads will pass under an inspection tower and will be "scaled" or "called" by a City-authorized monitor and the load call will be recorded on the load ticket. Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects.

Daily reports will be issued by Ceres stating the amounts of debris hauled, the types of debris, and the zones from which the debris originated. Additional information will be provided by Ceres as requested by the City. Ceres, with the prior approval of the City, will make available updates to citizens through internet access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.

**Significant Event – Removal, Reduction, Hauling, and Separating – Mixed Debris – Widespread or Citywide**

**Ceres Headquarters Office Location:** Houston, Texas permanent office with mobile League City office

**Number of TDSR Sites:** 3 to 5

**Location of TDSR Sites:** To be determined

**Size of TDSR Sites:** 5 to 20 acres

**Type of Hauling Equipment:** Self-loading knuckleboom trucks, dump trucks/trailers

**Total Expected Cubic Yards of Debris:** up to 775,000 CY

**Quantity of Hauling Equipment:** Self-loading knuckleboom trucks, dump trucks/trailers, approximately 12 crews with approximately 63 trucks

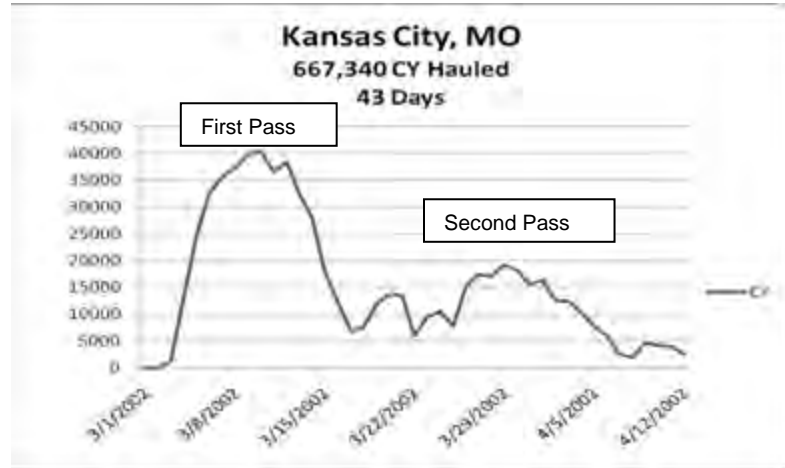
**Time elapsed from Notice to Proceed to first arrival onsite of equipment:** 1 hour

**Time elapsed from Notice to Proceed to complete mobilization:** 50% in 24 hours, 100% in 48 hours

**Expected Management and Supervision Staff: General Management:** 1 project manager, 1 site superintendent(s), 1 project superintendent, 3 zone managers, 5 foremen, 1 administrator, 1 accountant, 1 quality control officer, 1 clerk, 1 subcontracting officer, 1 safety and health officer, 1 public relations officer; **plus Expected Personnel per TDSR Site:** 1 TDSR Site Manager, 1 foreman with truck and cell phone, 1 assistant foreman, 5 to 8 heavy equipment operators, 2 to 4 flaggers for traffic control, 1 to 5 additional laborers for segregation and other material handling

City of League City  
RFP 22-024 Debris Management Services

**Methodology for Scheduling and Routing the Removal of Debris:** Ceres would provide several crews consisting of trucks, loaders, chain saw operators, and flaggers. Trucks and loading equipment would be provided with each crew, including self-loading knuckleboom trucks and other loading and hauling equipment. Bobcat type loaders would likely be used to forward material into larger piles for efficient pickup by knuckleboom self-loading trucks. Each crew would be supervised by a lead man, and each crew would be supervised by a foreman who would report to the Ceres superintendent who would



interface with the City field representative. A Ceres site manager will be installed who will manage the TDSR site operations, which would likely include a tub grinder or air curtain incinerator, a dozer, an excavator with grapple and dump trucks to load out. A Ceres project manager would supervise the superintendent and DMS site manager and will supervise site restoration. The Ceres project manager will also interface with the City administrators to assist with FEMA reimbursement including writing the Project Worksheet. Ceres' expert FEMA reimbursement staff would be available to assist further with FEMA reimbursement issues.

The project manager together with the project superintendent would interface daily with City representatives to review the previous day's progress and would assign streets and geographic territories to crews based on previous progress and input from City representatives.

**Administration:** All trucks would be placarded and certified by Ceres and City personnel, and each load would be ticketed by a City-authorized monitor. All loads will pass under an inspection tower and will be "scaled" or "called" by a City-authorized monitor and the load call will be recorded on the load ticket. Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects.

Daily reports will be issued by Ceres stating the amounts of debris hauled, the types of debris, and the zones from which the debris originated. Additional information will be provided by Ceres as requested by the City. Ceres, with the City's prior approval, will make available updates to citizens through internet access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.

City of League City  
RFP 22-024 Debris Management Services

## Event Type IV: Catastrophic Event -- Citywide

### Catastrophic Event – Removal, Reduction, Hauling, and Separating – Mixed Debris – Citywide

**Ceres Headquarters Office Location:** Houston, Texas permanent office with mobile League City office

**Number of TDSR Sites:** 4 to 6

**Location of TDSR Sites:** To be determined

**Size of TDSR Sites:** 5 to 20 acres

**Type of Hauling Equipment:** Self-loading knuckleboom trucks, dump trucks/trailers

**Total Expected Cubic Yards of Debris:** up to 1,500,000 CY

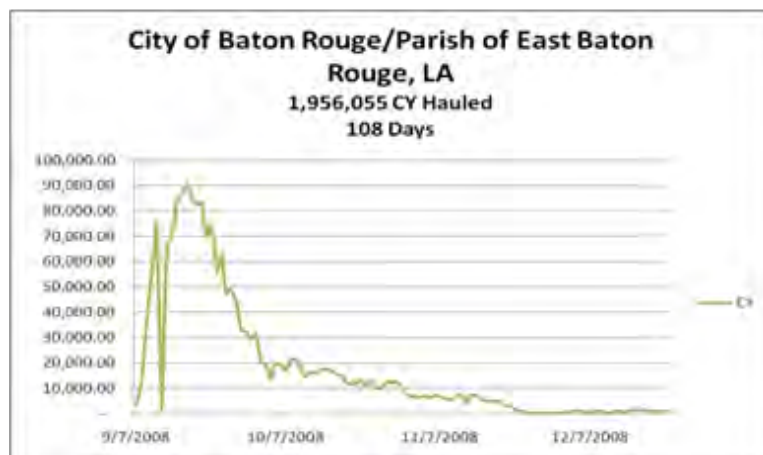
**Quantity of Hauling Equipment:** Self-loading knuckleboom trucks, dump trucks/trailers, approximately 32 crews with approximately 87 trucks

**Time elapsed from Notice to Proceed to first arrival onsite of equipment:** 1 hour

**Time elapsed from Notice to Proceed to complete mobilization:** 25% in 24 hours, 50% in 48 hours, 100% in 72 hours

**Expected Management and Supervision Staff: General Management:** 1 project manager, 1 project superintendent, 4 site superintendents/zone managers, 10 foreman, 1 FEMA/City liaison, 1 quality control officer, 1 administrator with 3 clerks, 1 subcontracting officer, 1 safety and health officer, 1 accountant; **plus Expected Personnel per TDSR Site:** 1 TDSR Site Manager, 1 foreman with truck and cell phone, 1 assistant foreman, 5 to 8 heavy equipment operators, 2 to 4 flaggers for traffic control, 1 to 5 additional laborers for segregation and other material handling

**Methodology for Scheduling and Routing the Removal of Debris:** Ceres would provide crews consisting of trucks, loaders, chain saw operators, and flaggers. Trucks and loading equipment



would be provided with each crew, including self-loading knuckleboom trucks and other loading and hauling equipment. Bobcat type loaders would likely be used to forward material into larger piles for efficient pickup by self-loading knuckleboom trucks. Each crew would be supervised by a lead man, and each crew would be supervised by a foreman who would report to the Ceres superintendent who would

interface with the City field representative. A Ceres site manager will be installed who will manage the TDSR site operations, which would likely include a tub grinder or air curtain incinerator, a dozer, an excavator with grapple and dump trucks to load out. A Ceres project manager would supervise the superintendent and DMS site manager and will supervise site restoration. The Ceres project manager will also interface with the City administrators to assist with FEMA reimbursement including writing the Project Worksheet. Ceres' expert FEMA reimbursement staff would be available to assist further with FEMA reimbursement issues.

City of League City  
RFP 22-024 Debris Management Services

The project manager together with the project superintendent would interface daily with City representatives to review the previous day's progress and would assign streets and geographic territories to crews based on previous progress and input from City representatives.

**Administration:** All trucks would be placarded and certified by Ceres and City personnel, and each load would be ticketed by a City-authorized monitor. All loads will pass under an inspection tower and will be "scaled" or "called" by a City-authorized monitor and the load call will be recorded on the load ticket. Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects.

Daily reports will be issued by Ceres stating the amounts of debris hauled, the types of debris, and the zones from which the debris originated. Additional information will be provided by Ceres as requested by the City. Ceres, with the City's prior approval, will make available updates to citizens through internet access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.

### **Catastrophic Event – Site Management – Citywide**

**Ceres Headquarters Office Location:** Houston, Texas permanent office with mobile League City office

**Number of TDSR Sites:** 4 to 6

**Location of TDSR Sites:** To be determined

**Size of TDSR Sites:** 5 to 20+ acres (possible site layout illustrated below)

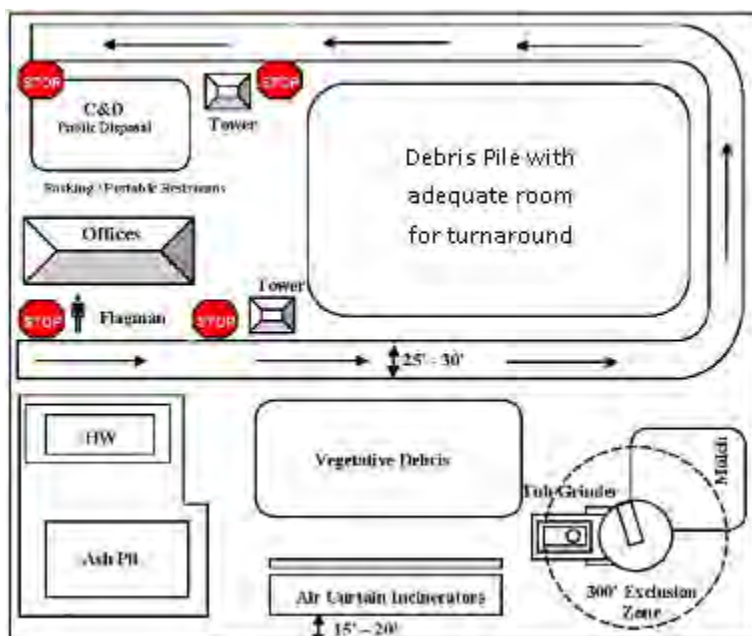
**Total expected cubic yards of debris to process and document:** 1,304,369 (see table above)

**Time elapsed from Notice to Proceed to first arrival onsite of equipment:** 1 hour

**Time elapsed from Notice to Proceed to complete mobilization:** 25% in 24 hours, 50% in 48 hours, 75% in 72 hours, 100% in 96 hours

### **Expected Management and Supervision Staff:**

**General Management personnel:** 1 project manager, 1 assistant project manager, 1 project superintendent, 1 assistant project superintendent, 1 FEMA/City liaison, 1 quality control officer, 1 administrator with 1 clerk, 1 subcontracting officer, 1 safety and health officer, 1 accountant with 2 clerks and data entry personnel as required; **Expected personnel per TDSR Site:** 1 TDSR Site Manager, 1 foreman with truck and cell phone, 1 assistant foreman, 7 or 8 heavy equipment operators, 2 to 4 flaggers for traffic control, 3 to 5 additional laborers for segregation and other material handling



**Quantity of equipment per site:** 1 grinder, 2 excavators and/or backhoes with grapples, 1 dozer, 1-wheel loader with rake, 1-wheel loader with bucket, 1 maintenance truck, 1 water truck for fire suppression, 1 to 2 inspection towers, 1 hazardous materials containment area.



**Methodology for accepting and measuring of debris:** Inspection – From the constructed tower, the City’s designated monitor will determine the capacity of the truck and estimated load volume (percent capacity), and evaluate the load for contaminants requiring segregation. The monitor will instruct the driver regarding the appropriate dump location at the site and will verify the truck is completely empty following dumping. The monitor will complete the load ticket presented for each load delivered to the site.

Unloading - After inspection, the material will be forwarded to the tipping area supported by a wheel loader with rake and laborers. The laborers will inspect the debris and remove any contaminants. Contaminants that are hazardous will be handled by the hazardous toxic waste specialist, staged in the hazmat containment area, and disposed of in accordance with federal, state, and local requirements. Other contaminants, such as metal, will be segregated accordingly.

Segregation - While vegetative debris is generally the most voluminous debris stream, due to the nature of the storm, material segregation is frequently required in order to properly and efficiently process the debris. Collection crews will segregate grindable (vegetative) debris from non-grindable debris to the maximum extent possible during collection and loading operations. These loads, which may contain debris ranging from white goods, household hazardous waste (HHW), e-waste, and other materials, will be segregated and sorted either manually or mechanically to remove the contaminants and then moved to the appropriately lined/fenced areas at the DMS.

Reduction - A wheel loader with rake will push material to the excavators and backhoes for loading material into the grinder. If the mulch produced from grinding is to remain on site for more than four weeks, the mulch piles will then be stacked no higher than 12 feet to minimize the potential for spontaneous combustion. Grinders will operate a safe distance from all other areas of the site to eliminate risk of injury from projectile debris from the grinder. The Dust Control plan will be implemented to ensure dust from the grinder does not impact the adjacent properties. All equipment in the vicinity of the grinders will be equipped with fully enclosed cabs. If burning is allowed, the debris, once piled in the vicinity of the burn pit area, will be fed into the Air Curtain Incinerator in such a manner as to promote complete combustion. The backhoe will also set aside for forwarding any material that would process more efficiently in a chipper/grinder, such as large diameter logs or stumps. The Air Curtain will be operated at least 100 feet from any stockpile of debris and at least 1,000 feet from any occupied structure.

Final Disposal – Once debris measurement and processing operations are complete, the segregates non-grindables will be recycled to the maximum extent possible. Metals and concrete will be baled, crushed, or otherwise processed for transport to recycling facilities. Clean that has been processed into mulch will be loaded into live bottom or similar hauling vehicles for delivery to the final disposal location. Mulch will be applied or disposed of at a site(s) approved by the City, as appropriate. The handling of incinerator ash material will comply with all federal, state, and local laws and regulations.

Site Closure - The Site Restoration and Environmental Survey Plan will ensure that restoration of the site will meet the owner’s requirements and local regulations. In addition to site cleanup and removal of all debris, the site will be returned to its pre-storm condition or better via providing sufficient ground cover, grading, and seeding as necessary. An outside independent party may be employed to conduct a post utilization environmental survey in order to ensure satisfactory site conditions. Site closure is normally accomplished within 30 days of receipt of the last load of disaster related debris.



**Administration:** All trucks would be placarded and certified by Ceres and City personnel, and each load would be ticketed by a City-authorized monitor. All loads will pass under an inspection tower and will be “scaled” or “called” by a City-authorized monitor and the load call will be recorded on the load ticket. Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects.

Daily reports will be issued by Ceres stating the amounts of debris hauled, the types of debris, and the zones from which the debris originated. Additional information will be provided by Ceres as requested by the City. Ceres, with the City’s prior approval, will make available updates to citizens through internet access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.

### **Catastrophic Event – Total Management – Citywide**

**Ceres Headquarters Office Location:** Houston, Texas permanent office with mobile League City office

Total management would effectively combine the two above Catastrophic Events Types: 5 – Removal, reduction, hauling, and separating mixed debris along with 6 – Site Management

**Number of TDSR Sites:** 6 to 8

**Location of TDSR Sites:** To be determined

**Size of TDSR Sites:** 5 to 20+ acres

**Type of Equipment:** Self-loading knuckleboom trucks, dump trucks/trailers for the ROW/ROE loading and hauling to the temporary sites; and grinders, excavators and/or backhoes with grapples, wheel loader with rake, wheel loader with bucket, maintenance truck, water truck for fire suppression, debris inspection towers, and hazardous materials containment area for site management

**Total Expected Cubic Yards of Debris:** up to 2,300,000 CY

**Quantity of Hauling Equipment:** Self-loading knuckleboom trucks, dump trucks/trailers, approximately 75 crews with approximately 209 trucks

**Expected Management and Supervision Staff: General Management:** Citywide (per site personnel listed separately below): 1 project manager, 1 assistant project manager, 6 to 8 site superintendent(s), 1 project superintendent, 1 assistant project superintendent, 12 to 18 foreman, 1 FEMA/City liaison, 1 administrator with 4 clerks, 1 quality control officer, 1 safety and health officer, 1 public relations officer, 1 accountant with 1 clerk; **For each TDSR Site, listed as follows:** 1 site manager, 1 assistant site manager, 2 foremen, 1 lead man, 5 to 8 heavy equipment operators, 3 to 6 flaggers for traffic control, 3 to 5 additional laborers for segregation and other material handling per each TDSR site.

**Methodology for Scheduling and Routing the Removal of Debris:** Ceres would provide crews consisting of trucks, loaders, chain saw operators, and flaggers. Trucks and loading equipment would be provided with each crew, including self-loading knuckleboom trucks and other loading and hauling equipment. Bobcat type loaders would likely be used to forward material into larger piles for efficient pickup by knuckleboom self-loading trucks. Each crew would be supervised by a lead man, and each crew would be supervised by a foreman who would report to the Ceres superintendent who would interface with the City field representative. A Ceres site manager will be installed who will manage the TDSR site operations. Operations at the various TDSR sites would be congruent with the method of operations as listed above, from site inception, preparation, debris acceptance, segregation, processing, haul out, and site closure. A Ceres project manager would supervise the superintendent and DMS site manager and will supervise site restoration. The

City of League City  
RFP 22-024 Debris Management Services

Ceres project manager will also interface with the City administrators to assist with FEMA reimbursement including writing the Project Worksheet. Ceres' expert FEMA reimbursement staff would be available to assist further with FEMA reimbursement issues.

The project manager together with the project superintendent would interface daily with City representatives to review the previous day's progress and would assign streets and geographic territories to crews based on previous progress and input from City representatives.

**Administration:** All trucks would be placarded and certified by Ceres and City personnel, and each load would be ticketed by a City-authorized monitor. All loads will pass under an inspection tower and will be "scaled" or "called" by a City authorized monitor and the load call will be recorded on the load ticket. Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects.

Daily reports will be issued by Ceres stating the amounts of debris hauled, the types of debris, and the zones from which the debris originated. Additional information will be provided by Ceres as requested by the City. Ceres, with the City's prior approval, will make available updates to citizens through internet access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.



**Proposal Cost Sheet**

**DUE DATE: Wednesday, June 29, 2022, by 10:00 a.m.**

| Emergency Road Clearance               |  |          |          |
|--|--|----------|----------|
| Item #                                 | Description  | Cost     | Unit     |
| A                                      | Dump Truck, 16-20 CY capacity, with Operator   | \$76.00  | HOUR     |
| B                                      | Rubber Tired Front-end Loader, 3-5 CY capacity, with Operator  | \$140.00 | HOUR     |
| C                                      | Two (2) Person Laborer Crew with Chainsaws, 16" min bar, traffic flags, and misc. small tools (axes, shovels, safety equip.)   | \$96.00  | HOUR     |
| D                                      | Crew Foreman with Pickup Truck, ½-1 Ton, & cellular phone  | \$65.00  | HOUR     |
| E                                      | Track Hoe Excavator, 2-3 CY bucket with operator   | \$165.00 | HOUR     |
| F                                      | Low Bed Equipment Trailer, 35 Ton capacity, and Tractor Truck with operator  | \$118.00 | HOUR     |
| Debris Removal Processing and Disposal |  |          |          |
| Item #                                 | Description  | Cost     | Unit     |
| 1                                      | Mobilization and Demobilization (Lump Sum)   | \$500.00 | LUMP SUM |
| 2                                      | Vegetative Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) or other disposal sites                   | \$8.74   | CY       |
| 3                                      | Vegetative Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to TDSRS or other disposal sites | \$10.47  | CY       |



**RFP 22-024**  
**Debris Management Services**

|    |   |         |      |
|----|---|---------|------|
| 4  | Vegetative Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site   | \$9.12  | CY   |
| 5  | Vegetative Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site   | \$3.74  | CY   |
| 6  | C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) or other disposal sites                   | \$8.72  | CY   |
| 7  | C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to TDSRS or other disposal sites | \$10.62 | CY   |
| 8  | C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site  | \$8.94  | CY   |
| 9  | C&D Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site  | \$3.89  | CY   |
| 10 | Management of TDSRS   | \$1.85  | CY   |
| 11 | Processing (Grinding/Chipping) of Vegetative Debris at TDSRS or Final Disposal  | \$2.35  | CY   |
| 12 | Grinding or consolidation of C&D debris at TDSRS  | \$1.25  | CY   |
| 13 | Processing (Open Burning) of Vegetative Debris at TDSRS or Final Disposal   | \$0.24  | CY   |
| 14 | Processing Burning of Vegetative debris using air curtain incinerators at TDSRS or final disposal   | \$1.08  | CY   |
| 15 | Pick Up and Haul of White Goods to Site within City   | \$39.00 | UNIT |
| 16 | Pick Up and Disposal of Hazardous Material  | \$7.45  | LB   |



**RFP 22-024**  
**Debris Management Services**

|  |  |                 |                      |
|--|--|-----------------|----------------------|
| 17   | Pick Up and Disposal of Household Hazardous Waste        | \$6.44          | LB                   |
| 18   | Pick Up and Disposal of Electronic Waste                 | \$2.45          | LB                   |
| 19   | Freon Management and Recycling                           | \$35.00         | UNIT                 |
| 20   | Dead Animal Collection, Transportation and Disposal      | \$0.89          | LB                   |
| 21   | Abandoned Vehicle Removal                                | \$148.00        | VEHICLE              |
| 22   | Recreational Vehicle                                     | \$75.00         | PER LF               |
| 23   | Disposal of asbestos containing material                 | \$45.00         | CY                   |
| <b>Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site</b> |  |                 |                      |
| 24   | 6-inch diameter to 11.99-inch diameter                   | Converted to CY | See conversion chart |
| 25   | 12-inch diameter to 23.99-inch diameter                  | Converted to CY | See conversion chart |
| 26   | 24-inch diameter to 47.99-inch diameter                  | \$195.00        | See conversion chart |
| 27   | 48-inch diameter and greater                             | \$195.00        | See conversion chart |
| <b>Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed</b>                  |  |                 |                      |
| 28   | Removal of hazardous hanging limbs greater than 2 inches | \$89.00         | EACH                 |
| 29   | Removal of hazardous standing trees 6" – 12" in diameter | \$65.00         | EACH                 |



**RFP 22-024**  
**Debris Management Services**

|   |  |                             |             |
|---|--|-----------------------------|-------------|
| 30  | Removal of hazardous standing trees 13" – 24" in diameter  | \$125.00                    | EACH        |
| 31  | Removal of hazardous standing trees 25" – 36" in diameter  | \$165.00                    | EACH        |
| 32  | Removal of hazardous standing trees 37" – 48" in diameter  | \$195.00                    | EACH        |
| 33  | Removal of hazardous standing trees greater than 48" in diameter                                   | \$225.00                    | PER TREE    |
| <b>Marine, Lake, or Inland Water Debris Removal</b>   |  |                             |             |
| 34  | Canals, bayous, and ditches  | \$34.55                     | PER LF      |
| 35  | Bays and other open waters   | \$589.00                    | PER ACRE    |
| 36  | Boat removal   | \$44.00                     | PER LF      |
| <b>The following items shall be billed on a time and material basis according to the attached schedules</b> |  |                             |             |
| 37  | Emergency Road Clearance   | SEE EQUIPMENT & LABOR RATES |             |
| 38  | Demolition of Structures (Debris will be hauled and disposed of under items 6-9)                   | \$3.45                      | SQ/FT       |
| 39  | Disaster event Generated Hazardous Wastes Abatement; Biohazardous Wastes Abatement                 | \$6.44                      | N/A         |
| 40  | Generators, light plants, water pumps, portable toilets, and other required equipment or materials | Cost +15%                   | COST PLUS   |
| <b>EQUIPMENT RATES</b>  |  |                             |             |
| <b>Equipment Description</b>  | <b>Applicable Unit if not Able to Provide Equipment Described</b>                                  | <b>Cost</b>                 | <b>Unit</b> |





**RFP 22-024**  
**Debris Management Services**

|  |  |          |      |
|--|--|----------|------|
| JD 544 Wheel Loader with debris grapple          |  | \$132.00 | HOUR |
| JD 644 Wheel Loader with debris grapple          |  | \$145.00 | HOUR |
| Extendaboom Forklift with debris grapple         |  | \$102.00 | HOUR |
| 753 Bobcat Skid Steer Loader with debris grapple |  | \$102.00 | HOUR |
| 753 Bobcat Skid Steer Loader with bucket         |  | \$94.00  | HOUR |
| 753 Bobcat Skid Steer Loader with street Sweeper |  | \$89.00  | HOUR |
| 30-50 HP Farm Tractor with box blade or rake     |  | \$85.00  | HOUR |
| 2-2 ½ Cu.Yd. Articulated Loader with bucket      |  | \$110.00 | HOUR |
| 3-4 Cu.Yd. Articulated Loader with bucket        |  | \$118.00 | HOUR |
| JD 648E Log Skidder or equivalent                |  | \$125.00 | HOUR |
| CAT D4 Dozer                                     |  | \$115.00 | HOUR |
| CAT D6 Dozer                                     |  | \$155.00 | HOUR |



**RFP 22-024**  
**Debris Management Services**

|   |  |          |      |
|---|--|----------|------|
| CAT D8 Dozer  |  | \$175.00 | HOUR |
| CAT 125 – 140 HP<br>Motor Grader                      |  | \$130.00 | HOUR |
| JD 690 Trackhoe<br>with debris grapple                |  | \$169.00 | HOUR |
| JD 690 Trackhoe<br>with bucket &<br>thumb             |  | \$165.00 | HOUR |
| Rubber Tired<br>Trackhoe with<br>debris grapple       |  | \$175.00 | HOUR |
| JD 310 Rubber<br>Tired Backhoe with<br>bucket and hoe |  | \$115.00 | HOUR |
| Rubber Tired<br>Excavator with<br>debris grapple      |  | \$175.00 | HOUR |
| 210 Prentiss<br>Knuckleboom with<br>debris grapple    |  | \$135.00 | HOUR |
| Self-Loader<br>Scraper Cat 623 or<br>equivalent       |  | \$145.00 | HOUR |
| Hand Fed Debris<br>Chipper                            |  | \$78.00  | HOUR |
| 300 – 400 Tub<br>Grinder                              |  | \$265.00 | HOUR |
| 800 – 1,000 HP<br>Diamond Z Tub<br>Grinder            |  | \$375.00 | HOUR |
| 30 Ton Crane  |  | \$275.00 | HOUR |



**RFP 22-024**  
**Debris Management Services**

|   |  |          |      |
|---|--|----------|------|
| 50 Ton Crane  |  | \$375.00 | HOUR |
| 100 Ton Crane (8 hour minimum)                              |  | \$485.00 | HOUR |
| 40-60' Bucket Truck   |  | \$235.00 | HOUR |
| Service Truck   |  | \$85.00  | HOUR |
| Water Truck   |  | \$95.00  | HOUR |
| Portable Light Plant  |  | \$32.00  | HOUR |
| Equipment Transports  |  | \$115.00 | HOUR |
| Pickup Truck, Unmanned                                      |  | \$24.00  | HOUR |
| Self-loading Dump Truck with Knuckleboom and debris grapple |  | \$245.00 | HOUR |
| Single Axle Dump Truck, 5 – 12 Cu.Yd.                       |  | \$72.00  | HOUR |
| Tandem Dump Truck, 16 - 20 Cu.Yd.                           |  | \$78.00  | HOUR |
| Trailer Dump, 24 – 40 Cu.Yd.                                |  | \$86.00  | HOUR |
| Trailer Dump Truck, 61 – 80 Cu.Yd.                          |  | \$94.00  | HOUR |



**RFP 22-024**  
**Debris Management Services**

| Power Screen   |  | \$88.00     | HOUR        |
|--|--|-------------|-------------|
| Stacking Conveyor  |  | \$34.00     | HOUR        |
| Off Road Trucks  |  | \$114.00    | HOUR        |
| <b>LABOR AND MATERIAL RATES</b>                              |  |             |             |
| <b>Labor Description</b>                                     |  | <b>Cost</b> | <b>Unit</b> |
| Operations Manager   |  | \$80.00     | HOUR        |
| Superintendent with truck, phone & radio                     |  | \$70.00     | HOUR        |
| Foreman with truck, phone & radio                            |  | \$65.00     | HOUR        |
| Safety/Quality Control Inspector with vehicle, phone & radio |  | \$65.00     | HOUR        |
| Inspector with vehicle, phone & radio                        |  | \$65.00     | HOUR        |
| Climber with gear  |  | \$55.00     | HOUR        |
| Saw Hand with chainsaw                                       |  | \$48.00     | HOUR        |
| Laborers & Flagmen   |  | \$42.00     | HOUR        |
| Public Assistance Manager                                    |  | \$60.00     | HOUR        |



**RFP 22-024**  
**Debris Management Services**

|   |             |             |
|---|-------------|-------------|
| Documentation Clerk                                       | \$35.00     | HOUR        |
| Timekeeper  | \$35.00     | HOUR        |
| HazMat Professional                                       | \$65.00     | HOUR        |
| Household HazMat Inspection & Removal Crew                | \$225.00    | HOUR        |
| Generators from 10 KW to 300 KW                           | \$888.00    | HOUR        |
| <b>Material Description</b>                               | <b>Cost</b> | <b>Unit</b> |
| Fill Dirt for Stump Holes - Purchased, Placed, and Shaped | 26.75       | CY          |

| ITEM # | EQUIPMENT/LABOR DESCRIPTION                                 | HOURLY      | WEEKLY        | HOU<br>RLY<br>OT |
|--------|---|-------------|---------------|------------------|
| A.1    | 210 Prentice Loader   | \$ \$135.00 | \$ \$7,560.00 | \$ \$202.50      |
| A.2    | Self-Loading Prentice Truck 25 to yard dump body            | \$ \$178.00 | \$ \$9,968.00 | \$ \$267.00      |
| A.3    | Wheel Loader 2 ½ to 3-yard bucket                           | \$ \$120.00 | \$ \$6,720.00 | \$ \$180.00      |
| A.4    | Wheel Loader 3-to-5-yard bucket                             | \$ \$132.00 | \$ \$7,392.00 | \$ \$198.00      |
| A.5    | Tandem Dump Truck 16 to 20 yards                            | \$ \$76.00  | \$ \$4,256.00 | \$ \$114.00      |
| A.6    | Mini Loader/Bobcat  | \$ \$84.00  | \$ \$4,704.00 | \$ \$126.00      |
| A.7    | Dozer/Cat D6 or equivalent                                  | \$ \$155.00 | \$ \$8,680.00 | \$ \$232.50      |
| A.8    | Excavator with debris loading grapple/Cat 325 or equivalent | \$ \$172.00 | \$ \$9,632.00 | \$ \$258.00      |
| A.10   | Chainsaw with operator                                      | \$ \$48.00  | \$ \$2,688.00 | \$ \$72.00       |



**RFP 22-024**  
**Debris Management Services**

|                              |  |             |                |             |
|------------------------------|--|-------------|----------------|-------------|
| A.11                         | Laborers   | \$ \$42.00  | \$ \$2,352.00  | \$ \$63.00  |
| A.12                         | Four men crew with transportation  | \$ \$190.00 | \$ \$10,640.00 | \$ \$285.00 |
| A.13                         | Three men crew with transportation   | \$ \$148.00 | \$ \$8,288.00  | \$ \$222.00 |
| A.14                         | Two men crew with transportation   | \$ \$106.00 | \$ \$5,936.00  | \$ \$159.00 |
| A.15                         | Supervisor with transportation   | \$ \$70.00  | \$ \$3,920.00  | \$ \$105.00 |
| A.16                         | Safety Manager with transportation   | \$ \$65.00  | \$ \$3,640.00  | \$ \$97.50  |
| A.17                         | Flagger for traffic control  | \$ \$42.00  | \$ \$2,352.00  | \$ \$63.00  |
| A.20                         | Trash Transfer Trailers – 100 yards with Tractor   | \$ \$130.00 | \$ \$7,280.00  | \$ \$195.00 |
| A.21                         | Trash Transfer Trailer _____ yard with Tractor   | \$ \$135.00 | \$ \$7,560.00  | \$ \$202.50 |
| A.22                         | Trash Transfer Trailer _____ yard with Tractor   | \$ \$140.00 | \$ \$7,840.00  | \$ \$210.00 |
| A.23                         | Equipment Transports   | \$ \$115.00 | \$ \$6,440.00  | \$ \$172.50 |
| A.24                         | Other Equipment:   | \$          | \$             | \$          |
| A.25                         | Other Equipment:   | \$          | \$             | \$          |
| A.26                         | Other Equipment:   | \$          | \$             | \$          |
| A.27                         | Other Equipment:   | \$          | \$             | \$          |
| A.28                         | Other Labor:   | \$          | \$             | \$          |
| A.29                         | Other Labor:   | \$          | \$             | \$          |
| A.30                         | Other Labor:   | \$          | \$             | \$          |
| A.31                         | Other Labor:   | \$          | \$             | \$          |
| A.32                         | Other Labor:   | \$          | \$             | \$          |
| A.33                         | Labor - Fueling of ancillary equipment and re-filling of water trucks– Hourly rate shall include labor, transportation, and administration costs | \$ \$89.00  |                |             |
| EXCEPTIONS TO SPECIFICATIONS |  |             |                |             |



If any item, material or equipment submitted as a part of this bid does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

[illegible]

**Total Cost for Scenario in Section III, F. Management Plan:**

\$ 5,182,845 \*

**Unit prices listed above are good for ninety (90) calendar days after receipt of proposal.**

\*The total cost includes:

Collection and disposal of all debris types (\$3,770,720)

TDSRS management/debris reduction (\$1,155,000)

Debris removal from TDSRS and hauling to final disposal site (\$257,125.00)

ATTACHMENT D

Stump Conversion Table

Diameter to Volume Capacity

FEMA quantifies the amount of cubic yards of debris for each size of the stump based on the following formula:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46,656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3:6
- Root ball height of 31”

| Stump Diameter (inches) | Cubic Yards | Stump Diameter (inches) | Cubic Yards |
|-------------------------|-------------|-------------------------|-------------|
| 6                       | 0.3         | 47                      | 15.8        |
| 7                       | 0.4         | 48                      | 16.5        |
| 8                       | 0.5         | 49                      | 17.2        |
| 9                       | 0.6         | 50                      | 17.9        |
| 10                      | 0.7         | 51                      | 18.6        |
| 11                      | 0.9         | 52                      | 19.4        |
| 12                      | 1           | 53                      | 20.1        |
| 13                      | 1.2         | 54                      | 20.9        |
| 14                      | 1.4         | 55                      | 21.7        |
| 15                      | 1.6         | 56                      | 22.5        |
| 16                      | 1.8         | 57                      | 23.3        |
| 17                      | 2.1         | 58                      | 24.1        |
| 18                      | 2.3         | 59                      | 24.9        |
| 19                      | 2.6         | 60                      | 25.8        |
| 20                      | 2.9         | 61                      | 26.7        |
| 21                      | 3.2         | 62                      | 27.6        |
| 22                      | 3.5         | 63                      | 28.4        |
| 23                      | 3.8         | 64                      | 29.4        |
| 24                      | 4.1         | 65                      | 30.3        |
| 25                      | 4.5         | 66                      | 31.2        |
| 26                      | 4.8         | 67                      | 32.2        |
| 27                      | 5.2         | 68                      | 33.1        |
| 28                      | 5.6         | 69                      | 34.1        |
| 29                      | 6           | 70                      | 35.1        |
| 30                      | 6.5         | 71                      | 36.1        |
| 31                      | 6.9         | 72                      | 37.2        |
| 32                      | 7.3         | 73                      | 38.2        |
| 33                      | 7.8         | 74                      | 39.2        |

|    |      |    |      |
|----|------|----|------|
| 34 | 8.3  | 75 | 40.3 |
| 35 | 8.8  | 76 | 41.4 |
| 36 | 9.3  | 77 | 42.5 |
| 37 | 9.8  | 78 | 43.6 |
| 38 | 10.3 | 79 | 44.7 |
| 39 | 1.9  | 80 | 45.9 |
| 40 | 11.5 | 81 | 47   |
| 41 | 12   | 82 | 48.2 |
| 42 | 12.6 | 83 | 49.4 |
| 43 | 13.3 | 84 | 50.6 |
| 44 | 13.9 | 82 | 48.2 |
| 45 | 14.5 | 83 | 49.4 |
| 46 | 15.2 | 84 | 50.6 |



## Texas Public Information Act

### Steps to Assert that Information is Confidential or Proprietary

All proposals, data, and information submitted to the City of League City are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

**On each page where confidential or proprietary information appears,** you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

**Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.**

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

**In signing this form, I acknowledge that I have read the above and further state (Please check one):**

- ☒ The proposal/bid submitted to the City **contains NO confidential information** and may be released to the public if required under the Texas Public Information Act.
- ☐ The proposal/bid submitted **contains confidential information** which is labeled and which may be found on the following pages: \_\_\_\_\_ and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: Ceres Environmental Services, Inc.

Signature:  Date: June 22, 2022

Print Name: Dawn Brown Print Title: Assistant Corporate Secretary

# CONFLICT OF INTEREST QUESTIONNAIRE

## For vendor doing business with local governmental entity

# FORM CIQ

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

Ceres Environmetnal Services, Inc.

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

None

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

N/A

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

N/A

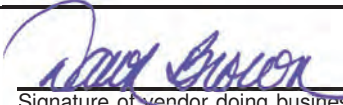
☐ Yes ☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

N/A

**7**   
\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

June 22, 2022

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
  - or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

- (B) that the vendor has given one or more gifts described by Subsection (a); or

- (C) of a family relationship with a local government officer.





**THE FOLLOWING FEDERALLY REQUIRED CONTRACT CLAUSES, OR SIMILAR CLAUSES, WILL BE REQUIRED FOR ALL CONTRACTS RESULTING FROM THIS SOLICITATION.**

**Please sign the last page to acknowledge these clauses and include in the forms section of your response.**

1. Equal Employment Opportunity.

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

- a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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.
- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c) 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.
- d) 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.
- e) 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. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- f) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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.

2. Davis Bacon Act and Copeland Anti-Kickback Act.

- a) In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b) The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Compliance with the Copeland "Anti-Kickback" Act.

- a) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

3. Contract Work Hours and Safety Standards Act.

Compliance with the Contract Work Hours and Safety Standards Act.

- a) 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.
- b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including



watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section .

- c) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### 4. Clean Air Act and the Federal Water Pollution Control Act

##### Clean Air Act

- a) 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.
- b) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) 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.

##### Federal Water Pollution Control Act

- a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency,



and the appropriate Environmental Protection Agency Regional Office.

- c) 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.

5. Debarment and Suspension.

- a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b) 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.
- c) This certification is a material representation of fact relied upon by (insert name of subrecipient). 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 (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d) 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. Byrd Anti-Lobbying Amendment.

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To

be submitted with each bid or offer exceeding \$100,000) The undersigned

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

- a. 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
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when



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

The Contractor, [Ceres Environmental Services, Inc.](#), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

A handwritten signature in blue ink that reads "Dawn Brown". The signature is written in a cursive style and is positioned above a horizontal line.

Signature of Contractor's Authorized Official

[Dawn Brown, Assistant Corporate Secretary](#)

Name and Title of Contractor's Authorized Official

[June 24, 2022](#)

Date





7. Procurement of Recovered Materials.

- a) 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.
- b) 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>.

8. Additional FEMA Requirements.

- a) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), 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.
- b) 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.
- c) 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.

9. 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.

10. Compliance with Federal Law, Regulations, and 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.

11. No Obligation by Federal Government.

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



12. 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.

Dawn Brown, Assistant Corporate Secretary

(PRINT NAME OF SIGNATORY)

A handwritten signature in blue ink, appearing to read "Dawn Brown", written over a horizontal line.

(SIGNATURE)

June 24, 2022

(DATE)

## Updated Rates for 2025 - 2026 based on CPI

| Item # | Description  | Cost     | 2.4% CPI2025-2026 RENEWAL | Unit |
|--------|--|----------|---------------------------|------|
| A      | Dump Truck, 16-20 CY capacity, with Operator   | \$76.00  | \$77.82                   | HOUR |
| B      | Rubber Tired Front-end Loader, 3-5 CY capacity, with Operator  | \$140.00 | \$143.36                  | HOUR |
| C      | Two (2) Person Laborer Crew with Chainsaws, 16" min bar, traffic flags, and misc. small tools (axes, shovels, safety equip.) | \$96.00  | \$98.30                   | HOUR |
| D      | Crew Foreman with Pickup Truck, ½-1 Ton, & cellular phone  | \$65.00  | \$66.56                   | HOUR |
| E      | Track Hoe Excavator, 2-3 CY bucket with operator   | \$165.00 | \$168.96                  | HOUR |
| F      | Low Bed Equipment Trailer, 35 Ton capacity, and Tractor Truck with operator  | \$118.00 | \$120.83                  | HOUR |

| Item # | Description  | Cost     | 2.4% CPI2025-2026 RENEWAL | Unit     |
|--------|--|----------|---------------------------|----------|
|        | 1 Mobilization and Demobilization (Lump Sum)   | \$500.00 | \$512.00                  | LUMP SUM |
|        | 2 Vegetative Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) or other disposal sites                   | \$8.74   | \$8.95                    | CY       |
|        | 3 Vegetative Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to TDSRS or other disposal sites | \$10.64  | \$10.90                   | CY       |
|        | 4 Vegetative Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site  | \$9.29   | \$9.51                    | CY       |
|        | 5 Vegetative Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site  | \$3.74   | \$3.83                    | CY       |
|        | 6 C&D Debris Removal from Public Property (Right- of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) or other disposal sites                         | \$8.89   | \$9.10                    | CY       |
|        | 7 C&D Debris Removal from Private Property (Right- of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to TDSRS or other disposal sites       | \$10.79  | \$11.05                   | CY       |
|        | 8 C&D Debris Removal from Public Property (Right- of-Way) and Hauling Directly to Final Disposal Site  | \$8.94   | \$9.15                    | CY       |
|        | 9 C&D Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site   | \$3.89   | \$3.98                    | CY       |
|        | 10 Management of TDSRS   | \$1.85   | \$1.89                    | CY       |
|        | 11 Processing (Grinding/Chipping) of Vegetative Debris at TDSRS or Final Disposal  | \$2.35   | \$2.41                    | CY       |
|        | 12 Grinding or consolidation of C&D debris at TSDSRS   | \$1.25   | \$1.28                    | CY       |
|        | 13 Processing (Open Burning) of Vegetative Debris at TDSRS or Final Disposal   | \$0.24   | \$0.25                    | CY       |
|        | 14 Processing Burning of Vegetative debris using air curtain incinerators at TDSRS or final disposal   | \$1.08   | \$1.11                    | CY       |
|        | 15 Pick Up and Haul of White Goods to Site within City   | \$39.00  | \$39.94                   | UNIT     |
|        | 16 Pick Up and Disposal of Hazardous Material  | \$7.45   | \$7.63                    | LB       |
|        | 17 Pick Up and Disposal of Household Hazardous Waste   | \$6.44   | \$6.59                    | LB       |

|  |  |                             |          |                      |
|--|--|-----------------------------|----------|----------------------|
| 18   | Pick Up and Disposal of Electronic Waste   | \$2.45                      | \$2.51   | LB                   |
| 19   | Freon Management and Recycling   | \$35.00                     | \$35.84  | UNIT                 |
| 20   | Dead Animal Collection, Transportation and Disposal  | \$0.89                      | \$0.91   | LB                   |
| 21   | Abandoned Vehicle Removal  | \$148.00                    | \$151.55 | VEHICLE              |
| 22   | Recreational Vehicle   | \$75.00                     | \$76.80  | PER LF               |
| 23   | Disposal of asbestos containing material   | \$45.00                     | \$46.08  | CY                   |
| <b>Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site</b> |  |                             |          |                      |
| 24   | 6-inch diameter to 11.99-inch diameter   | Converted to CY             |          | See conversion chart |
| 25   | 12-inch diameter to 23.99-inch diameter  | Converted to CY             |          | See conversion chart |
| 26   | 24-inch diameter to 47.99-inch diameter  | \$195.00                    | \$199.68 | See conversion chart |
| 27   | 48-inch diameter and greater   | \$195.00                    | \$199.68 | See conversion chart |
| <b>Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed</b>                  |  |                             |          |                      |
| 28   | Removal of hazardous hanging limbs greater than 2 inches   | \$89.00                     | \$91.14  | EACH                 |
| 29   | Removal of hazardous standing trees 6" – 12" in diameter   | \$65.00                     | \$66.56  | EACH                 |
| 30   | Removal of hazardous standing trees 13" – 24" in diameter  | \$125.00                    | \$128.00 | EACH                 |
| 31   | Removal of hazardous standing trees 25" – 36" in diameter  | \$165.00                    | \$168.96 | EACH                 |
| 32   | Removal of hazardous standing trees 37" – 48" in diameter  | \$195.00                    | \$199.68 | EACH                 |
| 33   | Removal of hazardous standing trees greater than 48" in diameter                                   | \$225.00                    | \$230.40 | PER TREE             |
| <b>Marine, Lake, or Inland Water Debris Removal</b>  |  |                             |          |                      |
| 34   | Canals, bayous, and ditches  | \$34.55                     | \$35.38  | PER LF               |
| 35   | Bays and other open waters   | \$589.00                    | \$603.14 | PER ACRE             |
| 36   | Boat removal   | \$44.00                     | \$45.06  | PER LF               |
| <b>C</b>   |  |                             |          |                      |
| 37   | Emergency Road Clearance   | SEE EQUIPMENT & LABOR RATES |          |                      |
| 38   | Demolition of Structures (Debris will be hauled and disposed of under items 6-9)                   | \$3.45                      | \$3.53   | SQ/FT                |
| 39   | Disaster event Generated Hazardous Wastes Abatement; Biohazardous Wastes Abatement                 | \$6.44                      | \$6.59   | N/A                  |
| 40   | Generators, light plants, water pumps, portable toilets, and other required equipment or materials | Cost +15%                   |          | COST PLUS            |

| <b>EQUIPMENT RATES</b>                           |  |          |                           |       |
|--|--|----------|---------------------------|-------|
| Equipment Description                            | Applicable Unit if not Able to Provide Equipment Described | Cost     | 2.4% CPI2025-2026 RENEWAL | Unit  |
| JD 544 Wheel Loader with debris grapple          |  | \$132.00 | \$135.17                  | HOURL |
| JD 644 Wheel Loader with debris grapple          |  | \$145.00 | \$148.48                  | HOURL |
| Extendaboom Forklift with debris grapple         |  | \$102.00 | \$104.45                  | HOURL |
| 753 Bobcat Skid Steer Loader with debris grapple |  | \$102.00 | \$104.45                  | HOURL |
| 753 Bobcat Skid Steer Loader with bucket         |  | \$94.00  | \$96.26                   | HOURL |
| 753 Bobcat Skid Steer Loader with street Sweeper |  | \$89.00  | \$91.14                   | HOURL |
| 30-50 HP Farm Tractor with box blade or rake     |  | \$85.00  | \$87.04                   | HOURL |

|  |  |          |          |      |
|--|--|----------|----------|------|
| 2-2 ½ Cu.Yd. Articulated Loader with bucket                    |  | \$110.00 | \$112.64 | HOUR |
| 3-4 Cu.Yd.<br>Articulated Loader with bucket                   |  | \$118.00 | \$120.83 | HOUR |
| JD 648E Log<br>Skidder or equivalent                           |  | \$125.00 | \$128.00 | HOUR |
| CAT D4 Dozer   |  | \$115.00 | \$117.76 | HOUR |
| CAT D6 Dozer   |  | \$155.00 | \$158.72 | HOUR |
| CAT D8 Dozer   |  | \$175.00 | \$179.20 | HOUR |
| CAT 125 – 140 HP<br>Motor Grader                               |  | \$130.00 | \$133.12 | HOUR |
| JD 690 Trackhoe with debris grapple                            |  | \$169.00 | \$173.06 | HOUR |
| JD 690 Trackhoe with bucket & thumb                            |  | \$165.00 | \$168.96 | HOUR |
| Rubber Tired Trackhoe with debris grapple                      |  | \$175.00 | \$179.20 | HOUR |
| JD 310 Rubber Tired Backhoe with bucket and hoe                |  | \$115.00 | \$117.76 | HOUR |
| Rubber Tired Excavator with debris grapple                     |  | \$175.00 | \$179.20 | HOUR |
| 210 Prentiss Knuckleboom with debris grapple                   |  | \$135.00 | \$138.24 | HOUR |
| Self-Loader Scraper Cat 623 or equivalent                      |  | \$145.00 | \$148.48 | HOUR |
| Hand Fed Debris Chipper  |  | \$78.00  | \$79.87  | HOUR |
| 300 – 400 Tub<br>Grinder                                       |  | \$265.00 | \$271.36 | HOUR |
| 800 – 1,000 HP<br>Diamond Z Tub Grinder                        |  | \$375.00 | \$384.00 | HOUR |
| 30 Ton Crane   |  | \$275.00 | \$281.60 | HOUR |
| 50 Ton Crane   |  | \$375.00 | \$384.00 | HOUR |
| 100 Ton Crane (8 hour minimum)                                 |  | \$485.00 | \$496.64 | HOUR |
| 40-60' Bucket Truck  |  | \$235.00 | \$240.64 | HOUR |
| Service Truck  |  | \$85.00  | \$87.04  | HOUR |
| Water Truck  |  | \$95.00  | \$97.28  | HOUR |
| Portable Light Plant   |  | \$32.00  | \$32.77  | HOUR |
| Equipment Transports   |  | \$115.00 | \$117.76 | HOUR |
| Pickup Truck, Unmanned   |  | \$24.00  | \$24.58  | HOUR |
| Self-loading Dump Truck with Knuckleboom and<br>debris grapple |  | \$245.00 | \$250.88 | HOUR |
| Single Axle Dump Truck, 5 – 12 Cu.Yd.                          |  | \$72.00  | \$73.73  | HOUR |
| Tandem Dump Truck, 16 - 20 Cu.Yd.                              |  | \$78.00  | \$79.87  | HOUR |
| Trailer Dump, 24 – 40 Cu.Yd.                                   |  | \$86.00  | \$88.06  | HOUR |
| Trailer Dump Truck, 61 – 80 Cu.Yd.                             |  | \$94.00  | \$96.26  | HOUR |
| Power Screen   |  | \$88.00  | \$90.11  | HOUR |
| Stacking Conveyor  |  | \$34.00  | \$34.82  | HOUR |
| Off Road Trucks  |  | \$114.00 | \$116.74 | HOUR |

| LABOR AND MATERIAL RATES  |         |                           |      |
|---|---------|---------------------------|------|
| Labor Description   | Cost    | 2.4% CPI2025-2026 RENEWAL | Unit |
| Operations Manager  | \$80.00 | \$81.92                   | HOUR |
| Superintendent with truck, phone & radio                        | \$70.00 | \$71.68                   | HOUR |
| Foreman with truck, phone & radio                               | \$65.00 | \$66.56                   | HOUR |
| Safety/Quality Control Inspector with vehicle,<br>phone & radio | \$65.00 | \$66.56                   | HOUR |
| Inspector with vehicle, phone & radio                           | \$65.00 | \$66.56                   | HOUR |

|  |          |          |       |
|--|----------|----------|-------|
| Climber with gear                          | \$55.00  | \$56.32  | HOURL |
| Saw Hand with chainsaw                     | \$48.00  | \$49.15  | HOURL |
| Laborers & Flagmen                         | \$42.00  | \$43.01  | HOURL |
| Public Assistance Manager                  | \$60.00  | \$61.44  | HOURL |
| Documentation Clerk                        | \$35.00  | \$35.84  | HOURL |
| Timekeeper                                 | \$35.00  | \$35.84  | HOURL |
| HazMat Professional                        | \$65.00  | \$66.56  | HOURL |
| Household HazMat Inspection & Removal Crew | \$225.00 | \$230.40 | HOURL |
| Generators from 10 KW to 300 KW            | \$888.00 | \$909.31 | HOURL |

| Material Description                                      | Cost    | 2.4% CPI2025-2026 RENEWAL | Unit |
|---|---------|---------------------------|------|
| Fill Dirt for Stump Holes - Purchased, Placed, and Shaped | \$26.75 | \$27.39                   | CY   |



| ITEM # | EQUIPMENT/LABOR DESCRIPTION                                 | HOURLY   | 2.4% CPI2025-2026 RENEWAL | WEEKLY      | 2.4% CPI2025-2026 RENEWAL | HOURLY OT | 2.4% CPI2025-2026 RENEWAL |
|--------|---|----------|---------------------------|-------------|---------------------------|-----------|---------------------------|
| A.1    | 210 Prentice Loader   | \$135.00 | \$138.24                  | \$7,560.00  | \$7,741.44                | \$202.50  | \$207.36                  |
| A.2    | Self-Loading Prentice Truck 25 to yard dump body            | \$178.00 | \$182.27                  | \$9,968.00  | \$10,207.23               | \$267.00  | \$273.41                  |
| A.3    | Wheel Loader 2 ½ to 3-yard bucket                           | \$120.00 | \$122.88                  | \$6,720.00  | \$6,881.28                | \$180.00  | \$184.32                  |
| A.4    | Wheel Loader 3-to-5-yard bucket                             | \$132.00 | \$135.17                  | \$7,392.00  | \$7,569.41                | \$198.00  | \$202.75                  |
| A.5    | Tandem Dump Truck 16 to 20 yards                            | \$76.00  | \$77.82                   | \$4,256.00  | \$4,358.14                | \$114.00  | \$116.74                  |
| A.6    | Mini Loader/Bobcat  | \$84.00  | \$86.02                   | \$4,704.00  | \$4,816.90                | \$126.00  | \$129.02                  |
| A.7    | Dozer/Cat D6 or equivalent                                  | \$155.00 | \$158.72                  | \$8,680.00  | \$8,888.32                | \$232.50  | \$238.08                  |
| A.8    | Excavator with debris loading grapple/Cat 325 or equivalent | \$172.00 | \$176.13                  | \$9,632.00  | \$9,863.17                | \$258.00  | \$264.19                  |
| A.10   | Chainsaw with operator                                      | \$48.00  | \$49.15                   | \$2,688.00  | \$2,752.51                | \$72.00   | \$73.73                   |
| A.11   | Laborers  | \$42.00  | \$43.01                   | \$2,352.00  | \$2,408.45                | \$63.00   | \$64.51                   |
| A.12   | Four men crew with transportation                           | \$190.00 | \$194.56                  | \$10,640.00 | \$10,895.36               | \$285.00  | \$291.84                  |
| A.13   | Three men crew with transportation                          | \$148.00 | \$151.55                  | \$8,288.00  | \$8,486.91                | \$222.00  | \$227.33                  |
| A.14   | Two men crew with transportation                            | \$106.00 | \$108.54                  | \$5,936.00  | \$6,078.46                | \$159.00  | \$162.82                  |
| A.15   | Supervisor with transportation                              | \$70.00  | \$71.68                   | \$3,920.00  | \$4,014.08                | \$105.00  | \$107.52                  |
| A.16   | Safety Manager with transportation                          | \$65.00  | \$66.56                   | \$3,640.00  | \$3,727.36                | \$97.50   | \$99.84                   |
| A.17   | Flagger for traffic control                                 | \$42.00  | \$43.01                   | \$2,352.00  | \$2,408.45                | \$63.00   | \$64.51                   |
| A.20   | Trash Transfer Trailers – 100 yards with Tractor            | \$130.00 | \$133.12                  | \$7,280.00  | \$7,454.72                | \$195.00  | \$199.68                  |
| A.21   | Trash Transfer Trailer _____ yard with Tractor              | \$135.00 | \$138.24                  | \$7,560.00  | \$7,741.44                | \$202.50  | \$207.36                  |
| A.22   | Trash Transfer Trailer _____ yard with Tractor              | \$140.00 | \$143.36                  | \$7,840.00  | \$8,028.16                | \$210.00  | \$215.04                  |
| A.23   | Equipment Transports  | \$115.00 | \$117.76                  | \$6,440.00  | \$6,594.56                | \$172.50  | \$176.64                  |

|      |  |         |         |    |  |    |  |
|------|--|---------|---------|----|--|----|--|
| A.24 | Other Equipment:   | \$      |         | \$ |  | \$ |  |
| A.25 | Other Equipment:   | \$      |         | \$ |  | \$ |  |
| A.26 | Other Equipment:   | \$      |         | \$ |  | \$ |  |
| A.27 | Other Equipment:   | \$      |         | \$ |  | \$ |  |
| A.28 | Other Labor:   | \$      |         | \$ |  | \$ |  |
| A.29 | Other Labor:   | \$      |         | \$ |  | \$ |  |
| A.30 | Other Labor:   | \$      |         | \$ |  | \$ |  |
| A.31 | Other Labor:   | \$      |         | \$ |  | \$ |  |
| A.32 | Other Labor:   | \$      |         | \$ |  | \$ |  |
| A.33 | Labor - Fueling of ancillary equipment and re-filling of water trucks– Hourly rate shall include labor, transportation, and administration costs | \$89.00 | \$91.14 |    |  |    |  |

**Exhibit B**

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