

Exigent Circumstances Debris Management Services Contract

By and Between

Williamson County, Texas

and

Ceres Environmental Services, Inc.

This Contract is made and entered into on the dates hereinafter indicated, by and between Williamson County, Texas, hereinafter referred to as "County", and Ceres Environmental Services, Inc., hereinafter referred to as "Ceres", a Florida corporation authorized to do and doing business in the State of Texas, represented herein by its Corporate Secretary, Tia Laurie, duly authorized.

WITNESSETH:

WHEREAS, County requires an emergency contract vehicle for debris removal services following the February 1st ice storm and winter weather to eliminate threats to lives, public health, safety, significant damage to public and private property, and to help ensure the economic recovery of the County; and,

WHEREAS, County intends to utilize this contracting vehicle based on the City of Austin Post-Disaster Debris Removal and Disposal Services Contract, MA 1500 NA220000039 for a short period of time while County conducts Emergency Work as defined by the FEMA Public Assistance Program and prepares a proper procurement that meets the County, State and Federal procurement guidelines.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, County and Ceres hereby agree as follows, to-wit:

1. TERM & APPLICABILITY

To comply with FEMA Fact Sheet on Procurement Under Grants: Under Exigent or Emergency Circumstances (incorporated as Exhibit A), the term of this Contract shall commence upon issuance of Notice to Proceed from County to Ceres and shall expire in sixty (60) days from the Notice to Proceed date. This Contract shall apply to all work performed at the request of the County or for the benefit of the County during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

Ceres will provide the Work to County in accordance with the terms and conditions stated herein, and those contained in the Scope of Work and Fee Schedule (Exhibits B and C, respectively). For purposes of this Contract, the order of precedence for interpretation will be as follows:

1. This Contract
2. FEMA Fact Sheet on Procurement Under Grants: Under Exigent or Emergency Circumstances ("Exhibit A")
3. Scope of Work ("Exhibit B")
4. Price Schedule ("Exhibit C")

2. SCOPE OF WORK

Ceres shall perform such Work as the County directs during the term hereof following the issuance of a Notice to Proceed. Such work may include, but is not limited to, the removal of debris from public property; removal of debris from public streets and rights-of-way; processing and disposal of debris; preparing and maintaining documentation of all services performed including, but not limited to, time sheets, load tickets, materials used, invoices for rented equipment, etc. The full list of services is provided in Exhibit B.

3. NOT TO EXCEED AMOUNT

The Contract is based on unit prices as set forth in the Price Schedule, Exhibit C. The not-to-exceed amount under this Contract is three million three hundred fifty-one thousand nine hundred eighty and eighty-five cents (\$3,351,980.85) unless amended and approved by the Williamson County Commissioners Court.

4. INVOICING & PAYMENT

If County contracts with a debris monitoring firm (Monitor):

County shall pay Ceres for services rendered under this Contract upon submission of invoices in an amount equal to actual hours worked or volume removed, process and disposed of multiplied by the billing rates set forth in Exhibit B Pricing Schedule. All invoices must first be reviewed by the Monitor prior to submittal to the County. The Monitor is working under a different contract for the County. Ceres shall submit invoices to the Monitor each week for review and verification of actual hours worked or volume removed, process, and disposed of multiplied by the billing rates set forth in Exhibit B Pricing Schedule. The Monitor shall review and verify amounts within ten (10) days of receipt from Ceres. The Monitor shall submit a payment recommendation report prepared and signed by the Monitor for each complete invoice package submitted by the Contractor for services rendered to the County. Only reconciled ticket data for the invoiced period noted within the Contractor invoice package will be approved within the payment recommendation. The signed payment recommendation report serves as an acknowledgment that the Monitor has performed a full reconciliation over the invoice submitted by Ceres. County's payment for services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of Monitor's payment recommendation. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Ceres of the discrepancy. Following County's notification of any discrepancy as to an invoice, Ceres must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

5. AUDIT OF RECORDS

Ceres agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Ceres which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Ceres agrees that County shall have access during normal working hours to all necessary Ceres facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Ceres reasonable advance notice of intended audits.

6. INSURANCE REQUIREMENTS

Insurance:

Prior to commencing work, Ceres shall procure and maintain, at Ceres' own cost and expense for the duration of the Contract, the following insurance against claims for injuries to person or damages to property which may arise from, or in connection with, the performance of the work or services hereunder by Ceres, agents, representatives, employees, or subcontractors.

Ceres shall maintain limits no less than: Commercial General/Umbrella Liability Insurance - \$5,000,000.00 aggregate/one million dollars \$1,000,000.00 per occurrence. Coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

Business Automobile/Umbrella Liability Insurance - \$1,000,000 limit per accident for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the County, whether or not the Ceres is otherwise required by law to provide such coverage.

Environmental Liability Insurance - \$1,000,000 per occurrence. Pollution Liability Insurance Covering claims for injuries to members of the public or damage to property of others arising out of covered act or omission of the Contractor or any of its employees, agents, subcontractors, or sub-consultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with One Million Dollars (\$1,000,000) per occurrence and annual aggregate.

Other Insurance Provisions

Commercial General Liability and Automobile Liability Coverage's

The County, Members of their Commissions, boards, commissioners and committees, officers, agents, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of Ceres; products and completed operations of the Ceres or premises on which Ceres is performing on behalf of the County. The coverage shall contain no special limitations on the scope of protection afforded to the County, members of their Commissions, boards, commissions and committees, officers, agents, employees and volunteers.

Ceres' insurance coverage shall be primary insurance as respects the County, members of their Commissions, boards, commissioners and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the County, members their Commissions, boards, commissions and committees, officers, agents employees and volunteers shall be in excess of Ceres' insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, members of their Commissions, boards, commissions and committees, officers, agents, employees and volunteers.

Coverage shall state Ceres' insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Worker's' Compensation and Employer's Liability and Property Coverage's

The insurer shall agree to waive all rights of subrogation against the County, members of their Commissions, boards, commissioners and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Ceres in the performance of services under this agreement. Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this contract with a limit of not less than \$1,000,000.00.

Umbrella Liability Coverage – Ceres' shall purchase and maintain a policy of Umbrella Liability Coverage in excess of the primary insurance afforded above and including all operations of the proposer, with a minimum limit of \$10,000,000.00.

All Coverage's Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduces in coverage or in limits except after (30) days prior written notice has been given to the County.

If Ceres, for any reason, fails to maintain insurance coverage which is required pursuant to this Contract, this shall be deemed a material breach of contract. The County, at its sole option, may terminate their respective Contract and obtain damages from the Ceres resulting from said breach.

Alternatively, the County may purchase such required insurance coverage, but has no special obligation to do so. Without further notice to Ceres, the County may deduct from sums due to Ceres any premium costs advanced by the County for such insurance.

The County names as "additional insured" as its interest may appear.

Deductibles and Self-Insured Retention's

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, members of its County Commissions, boards, commissions and committees, officers, agents, employees and volunteers; or Ceres shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expensed.

Acceptability of Insurers

Insurance is to be with Texas admitted insurers rated A or better by A.M. Best's rating service.

Verification of Coverage

Ceres shall furnish the County with certificates of insurance, with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the County before work commences.

Subcontractors

Ceres shall include each of its subcontractors as insureds under the policies of insurance required herein.

Subrogation

All insurance shall include a waiver of subrogation in favor of the County and principals for whom the County is working, including any and all co-lessors of such principal, and shall be subject to the approval of the County. Insurance provided for comprehensive general liability, comprehensive automobile and water vehicle liability, and umbrella liability shall name the County as an additional insured party and shall be primary. Certificates shall indicate the waiver of subrogation in favor of the County and any principal for whom the County is working, including any and all co-lessors of such principal, and the contractual liability assumed under the Indemnity Provision of this Section, and shall specify that in the event of cancellation or material change in coverage, at least sixty (60) days prior written notice will be given to the County.

7. TERMINATION

This Contract may be terminated by the County or Ceres, should Ceres or County fail to provide in any substantial manner the services and/or commodities required under this Contract, or otherwise fails to comply with the terms of this Contract or the Contract Documents, or violates any ordinance, regulation or other law which applies to its performance under this Contract.

Termination for Convenience

The County may terminate this Contract, at any time, for any reason by giving at least fifteen (15) days notice in writing to the Ceres. The County, at its option, may give Ceres a reasonable period of time to cure the noncompliance. If the Contract is terminated by the County as provided herein, Ceres will be entitled to receive payment for those services actually performed to the date of termination.

Termination for Cause

If Ceres fails to comply with any of the terms and conditions of this Contract, the County may give notice, in writing, all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the County may, with no further notice, declare this Contract terminated. Ceres will thereafter be entitled to receive payment for those services reasonable performed to the date of termination, less the

amount of reasonable damages suffered by County, by reason of Ceres' failure to comply with this Contract.

Delays And Excused Performance/Force Majeure

Ceres shall not be considered in default by reason of failure, which arises out of causes reasonably beyond Ceres' control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the County's omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.

8. INDEPENDENT CONTRACTOR

While in the performance of providing the services outlined herein or carrying out other obligations under this Contract, Ceres shall be acting in the capacity of independent contractor and not as an employee of County. County shall not be obligated to any person, firm, corporation, or other entity of any obligation of Ceres arising from the performance of services under this Contract. Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.

Ceres shall at all times remain an independent contractor with respect to the services to be performed under this Contract. Ceres understands and agrees that County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and benefits, including Worker's Compensation insurance for any member, manager, employee, agent, servant, or volunteer of Ceres, as Ceres is an independent contractor.

9. CONTRACT EXECUTION AND AMENDMENT

This Contract, together with Exhibit A, B, and C represent the entire agreement between County and Ceres. This Contract supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both parties.

10. APPLICABLE LAW AND VENUE

This Contract shall be consummated in the State of Texas and shall be governed and construed in accordance with the laws of the State of Texas. Venue shall be in Williamson County, Texas and by entering into this Contract, Ceres expressly waives any objections it has or may have to jurisdiction and venue, regardless of Ceres' residence or domicile.

11. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Ceres shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. Ceres shall include this provision in all subcontracts issued as a result of this Agreement.

12. INDEMNIFICATION

To the fullest extent permitted by law, Ceres shall protect, defend, indemnify, save and hold harmless County, all County departments, agencies, boards and commissions its officers, agents, servants and employees including volunteers from and against any and all claims, demands, expense and liability arising out of liability or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Ceres, its agents, servants, and employees while performing any of the services contemplated under this Contract and any and all costs, expense or attorney's fees incurred by Ceres as a result of any such claims, demands and/or causes of action, except for those claims, demands, or causes of action arising out of the negligence of County, its agents and/or

employees. Ceres agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or causes of action at its sole expense, and agrees to bear all other costs and expenses related thereto, even if proven to be groundless, false or fraudulent.

13. No Waiver of Sovereign Immunity or Powers

Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

14. Confidentiality

Ceres expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she may not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

15. Public Information:

Ceres understands that County will comply with the Texas Public Information Act as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other materials in connection with this Contract may be subject to public disclosure pursuant to the Texas Public Information Act.

16. Damage to County Property:

Ceres shall be liable for all damages to County owned, leased, or occupied property and equipment caused by Ceres and its employees, agents, subcontractors, and suppliers, including any delivery or transportation company, in connection with any performance pursuant to this Contract. Ceres shall notify County in writing of any damage within one (1) calendar day.

17. NOTICES

Any communications by either party to the other shall be deemed to be duly given if set forth in writing, and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested as follows:

Notices should be sent to County at the following address:

Judge Bill Gravell Jr.
Williamson County Judge
710 Main Street
Georgetown, Texas 78626

Courtesy Copy should be sent to:

Williamson County Engineer
Attn: J. Terron Evertson
3151 S.E. Inner Loop, Suite B

Georgetown, TX 78626

Notices should be sent to Ceres at the following address:

Ceres Environmental Services, Inc.
ATTN: Tia Laurie
6968 Professional Parkway East
Sarasota, Florida 34240
1-800-218-4424

Written notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated five (5) days after deposit in the mail, postage prepaid, certified, in accordance with this Section.

18. SEVERABILITY

The parties to this Contract understand and agree that the provisions herein, shall, between them, have the effect of law, but in reference to matters not provided herein, the Contract shall be governed by the regulations of the United States and the laws of the State of Texas. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Contract, such provision is fully severable, and this Contract must be construed and enforced as if such illegal, invalid, or unenforceable provisions never comprised a part of this Contract and the remaining provisions of this Contract remain in full force and effect and may not be affected by the illegal, invalid, or unenforceable provision or its severance from this Contract.

19. ASSIGNMENT

This Contract may not be assigned or transferred at any time to any person, firm, corporation or other legal entity except with the express prior written approval of County.

20. DISCRIMINATION CLAUSE

Ceres agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Ceres agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Ceres agrees to provide a work environment free of potential harassment and not to discriminate in its employment practices and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Ceres, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

21. OWNERSHIP OF RECORDS

When applicable, all records, reports, documents, or other material related to this Contract and/or obtained or prepared by Ceres in connection with the performance of the services contracted herein, shall become the property of County, and shall, upon request, be returned by Ceres to County, at Ceres' expense, at the termination or the expiration of this Contract.

22. FEDERAL CLAUSES

Ceres agrees to the following miscellaneous terms and provisions for all federally funded and reimbursable contracts:

A. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- 1) In accordance with 2 C.F.R. § 200.321, Ceres shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 2) Affirmative steps for the prime contractor to take regarding subcontractors must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 3) Contractor shall sign the Statement of Compliance - Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

B. Debarment and Suspension:

County and Ceres are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000 (Non- procurement Debarment and Suspension).

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Ceres is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) Ceres must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by Ceres. If it is later determined that Ceres 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 County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
- 4) Ceres agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, sub-part 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.

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

Contractors who 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. Contractor shall sign the Byrd Anti Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements form.

D. DHS Seal, Logo, and Flags

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

E. Compliance with Federal Law, Regulations, and Executive Orders

Contract financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

F. 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.

G. Program Fraud and False or Fraudulent Statements or Related Acts

Ceres 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. Ceres SHALL ABIDE BY THE FOLLOWING PROVISIONS IF THE BOXES ARE CHECKED.

H. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

- 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 (Interim), as used in this clause—
- 2) *Prohibitions.*
 - a. 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.
 - b. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3) *Exceptions.*

- a. This clause does not prohibit contractors from providing—
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- b. By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 - 1. Are *not used* as a substantial or essential component of any system; *and*
 - 2. Are *not used* as critical technology of any system.
- c. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4) *Reporting requirement.*

- a. In the event the Ceres 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 Ceres is notified of such by a subcontractor at any tier or by any other source, Ceres shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- b. Ceres shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, Ceres 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.

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

I. DOMESTIC PREFERENCES FOR PROCUREMENTS

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

For purposes of this clause:

- *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

J . COPYRIGHT AND DATA RIGHTS

Ceres grants to the County, 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, Ceres will identify such data and grant to the County 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, Ceres will deliver to the County 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 County.

[X] Federally Assisted Construction Contract

As required by 41 C.F.R. Part 60-1.4(b), during the performance of this contract, Ceres agrees as follows:

- 1) Ceres will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Ceres 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. Ceres agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) Ceres will, in all solicitations or advertisements for employees placed by or on behalf of the Ceres, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) Ceres 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 Ceres' legal duty to furnish information.

- 4) Ceres 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 Ceres' commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) Ceres will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) Ceres 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 Ceres' 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 Ceres may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) Ceres will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Ceres 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 Ceres becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Ceres may request the United States to enter into such litigation to protect the interests of the United States.
- 8) The County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the County so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Ceres and subcontractor 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.
- 9) The County 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 Ceres 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 Ceres and

subcontractor by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County 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."

[X] PROCUREMENT OF RECOVERED MATERIALS

County and Ceres must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 1) In the performance of this contract, Ceres shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- 2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>."

[X] FEMA REQUIREMENTS

(1) CHANGE OR MODIFICATION.

To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of a change, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of the project scope. Accordingly, Ceres shall comply with the following:

CHANGE IN THE WORK OR TERMS OF THE PROJECT DOCUMENTS

- 1) Without invalidating the contract, County reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the work as may be considered necessary or desirable to complete fully and acceptably the project in a satisfactory manner in accordance with the scope of the FEMA grant or cooperative agreement. Any extra or additional Services within the scope of the Request must be accomplished by means of appropriate Field Orders, Change Orders, or Amendments.
- 2) The Contract Administrator shall have the right to approve and issue Field Orders, Change Order, or Amendments setting forth written interpretations of the intent of the project documents and ordering minor changes in work execution, providing the Field Order, Change Order, or Amendment involves no change in the Contract Price or the Contract Time.
- 3) Changes in the quantity or character of the Services within the scope of the Request which are not properly the subject of Field Orders, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders or Amendments approved in advance and issued in accordance with the provisions of County's Procurement Code, as amended from time to time.

(2) ACCESS TO RECORDS.

- 1) In addition to the requirements of Executive Order 11246 of September 24, 1965, Ceres and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DRS Standard Terms and Conditions, v 3.0, if XXVI (2013).
- 2) Ceres agrees to provide County, 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 Ceres which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 3) Ceres agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 4) Ceres agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

[X] CONTRACTS IN EXCESS OF \$100,000.00 THAT INVOLVE THE EMPLOYMENT OF MECHANICS OR LABORERS

Contract Work Hours and Safety Standards Act

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

- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 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 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 this section.
- 3) Withholding for unpaid wages and liquidated damages. County 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 Ceres 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 this section.
- 4) Subcontracts. Ceres 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.

[X] CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT – CONTRACTS IN EXCESS OF \$150,000.00

- 1) Ceres agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) Ceres agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 3) Ceres agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA. FEDERAL WATER POLLUTION CONTROL ACT (1) Ceres 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.
- 4) Ceres agrees to report each violation to County and understands and agrees that County, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

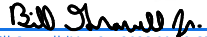
“Compliance with the Copeland “Anti-Kickback” Act.

Ceres 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. Ceres or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Ceres shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Ceres and subcontractor as provided in 29 C.F.R. § 5.12.

IN WITNESS WHEREOF, the parties have executed this Contract before the undersigned competent witnesses on the dates hereinafter indicated.

Williamson County, Texas

By: 
Bill Gravell (Mar 27, 2023 09:12 CDT)

Judge Bill Gravell, Jr.,
County Judge
Date: Mar 27, 2023

Ceres Environmental Services, Inc.

By: 

Tia Laurie, Corporate Secretary
Date: 3/22/2023

BYRD ANTI LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

To be submitted with each bid or offer exceeding \$100,000.00

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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, 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.



Signature of Contractor's Authorized Official

Tia Laurie, Corporate Secretary

Name and Title of Contractor's Authorized Official

Date: 3/22/2023

STATEMENT OF COMPLIANCE - SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The undersigned CONTRACTOR hereby swears under penalty of perjury that CONTRACTOR took the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms were used when possible:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Dated: March 22, 2023

Ceres Environmental Services, Inc.
(Contractor)

By: 
(Signature)

By: Tia Laurie, Corporate Secretary
(Name and Title)










Emergency Contract Ceres Debris Monitoring vendor signed

Final Audit Report

2023-03-27

Created:	2023-03-24
By:	Kerstin Hancock (khancock@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsfl6FybgNMRtbzkoSNMgye6mYGWYWxz9

"Emergency Contract Ceres Debris Monitoring vendor signed" History

-  Document created by Kerstin Hancock (khancock@wilco.org)
2023-03-24 - 4:35:07 PM GMT- IP address: 173.219.39.210
-  Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
2023-03-24 - 4:57:11 PM GMT
-  Email sent to amanda.brown@wilco.org bounced and could not be delivered
2023-03-24 - 4:57:24 PM GMT
-  Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-03-24 - 4:58:31 PM GMT- IP address: 66.76.4.65
-  Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-03-24 - 4:58:45 PM GMT- IP address: 66.76.4.65
-  Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-03-24 - 4:58:45 PM GMT
-  Email viewed by Bill Gravell (bgravell@wilco.org)
2023-03-25 - 6:37:14 PM GMT- IP address: 66.76.4.65
-  Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2023-03-27 - 2:12:16 PM GMT - Time Source: server- IP address: 66.76.4.65
-  Agreement completed.
2023-03-27 - 2:12:16 PM GMT

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