

**CONTRACT TO PROVIDE DEBRIS REMOVAL AND HAULING SERVICE**

**By and Between**

**TOWN OF TYRONE, GEORGIA**

**and**

**CERES ENVIRONMENTAL SERVICES, INC.**

THIS CONTRACT is made and entered into on the dates hereinafter indicated, by and between TOWN OF TYRONE, GEORGIA hereinafter referred to as "TOWN", a political subdivision of the State of GEORGIA, and CERES ENVIRONMENTAL SERVICES, INC., hereinafter referred to as "CERES", a FLORIDA corporation, represented herein by its Corporate Secretary, Tia Laurie, duly authorized.

WITNESSETH:

WHEREAS, the TOWN requires a pre-placement service contract for disaster debris management and removal services; and

WHEREAS, the TOWN finds it necessary and desirable to enter into such a contact with CERES based on the COUNTY OF FAYETTE formal Request for Proposal #2365-P, DEBRIS CLEARING REMOVAL AND DISPOSAL, requesting proposals from qualified firms to provide disaster debris removal services, hereinafter referred to as "the Request", a copy of which is attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, CERES submitted a formal proposal in response to the Request to provide disaster debris removal services dated March 26, 2024, hereinafter referred to as "the Proposal", a copy of which is attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, CERES submitted "CERES' Price Proposal" in furtherance of its proposal to provide disaster debris removal services dated March 21, 2024 hereinafter referred to as "Fee Schedule", a copy of which is attached hereto and incorporated herein by reference as Exhibit "C"; and

WHEREAS, the TOWN and CERES are now desirous of entering into a final and binding contract for disaster debris removal services in accordance with the contract documents annexed hereto and the terms and conditions outlined herein.

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

## **SECTION 1 – GENERAL**

This Contract for disaster debris removal services will commence upon the date of acceptance by and signatures of the TOWN and CERES, whichever comes later.

CERES will provide services to the TOWN in accordance with the terms and conditions stated herein, and those contained in the Request and Proposal (Exhibits A, B, and C).

For purposes of this Contract, the order of precedence for interpretation will be as follows:

1. This Contract to provide disaster debris collection, processing and disposal services;
2. The Request for Proposal (“Exhibit A”)
3. The Proposal (“Exhibit B”)
4. Fee Schedule (“Exhibit C”)

## **SECTION 2 – SCOPE OF SERVICES**

The TOWN hereby engages CERES to provide disaster debris removal services in accordance with the terms and conditions stated in Exhibit A. The Scope of Services specifically includes those items listed in “Scope of Services (“Exhibit A”)). This Contract is a pre-placement contract that can be activated by the TOWN in the event of an emergency or disaster-related event such as, but not limited to, hurricanes, tornados, and floods. The use of CERES’s services under this Contract will therefore be on an as-needed basis as requested by the CITY. The Scope of Services may include 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. CERES is responsible for paying tipping fees directly to the final disposal facility for white goods, construction and demolition debris, resulting ash from burning operations and resulting mulch from grinding operations. CERES may select the final disposal location. CERES must provide evidence that the CERES-selected final disposal location is properly licensed and permitted with the State to receive reimbursement for tipping fees.

## **SECTION 3 - MAXIMUM CONTRACT AMOUNT**

The Contract is based on Unit Pricing as set forth in CERES’s Fee Schedule which is attached hereto as “Exhibit C” and incorporated herein by reference.

**SECTION 4 – CONTRACT PERIOD**

Initial Term. The initial term of this Agreement shall be from July 1, 2024 through and including June 30, 2025 ("Initial Term"), unless sooner terminated as provided for in this Agreement. Work under this Contract will only be performed in the event of a disaster and no funding will be available for this Contract until the time of the disaster.

**SECTION 5 –PRICE ADJUSTMENT ALLOWANCE**

The TOWN OF TYRONE will allow one (1) price adjustment for each year, per one year renewal periods, but prices shall not exceed the Consumer Price Index percent of change for the twelve (12) months immediately preceding the date of written request for price adjustment.

Equitable Adjustments: AGREEMENT RENEWAL a. Price adjustment, during the optional renewal period, will be allowed, b. price adjustment per year of renewal and must be in accordance with the above CPI stipulation.

**SECTION 6 –INVOICES**

- A. Ceres shall submit semimonthly invoices for the work performed during the preceding period.
- B. All invoices must be submitted in a timely manner. TOWN OF TYRONE must receive an invoice within 45 days of the close of a project.
- C. All invoices shall be submitted in the invoice format provided in Addendum-1, Sample Invoice. Invoices shall include: haul truck ticket number, dates of service, description of project(s), and an itemization of work completed. Format shall only be changed by the Contract Manager.
- D. Work performed shall be billed at the rates reflected in Exhibit "C" Schedule of Prices.
- E. Invoices may be withheld until any requested information is received and/or issues of contention are resolved with the Contractor.

A Progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application when there is a good faith dispute, TOWN OF TYRONE shall so notify Ceres within fifteen (15) Days stating the reason or reasons the application payment is defective or improper or the reasons for the dispute. A defective improper

application for payment, if corrected by Ceres within seven (7) days of being notified by the TOWN OF TYRONE, shall not cause a payment to be made later than specified in this section.

Owner reserves the right, instead of requiring Ceres to correct or resubmit a defective or improper application for payment, to reject the defective or improper portion of the application for payment and pay the remainder of the application for payment that is correct and proper.

#### **SECTION 7 – OWNERSHIP OF DEBRIS**

Upon debris collection, CERES assumes ownership of the debris. Unless otherwise directed by the CITY, titled or registered debris (such as vehicles or boats) will not be loaded and removed by CERES and such titled or registered debris shall not become property of CERES.

#### **SECTION 8 - AUDIT OF RECORDS**

The monitoring and auditing of CERES's records shall be allowed to the CITY's Finance Department and any other appropriate TOWN entities, or other third parties as designated by the CITY.

#### **SECTION 9 – INSURANCE AND BOND REQUIREMENTS**

The Insurance and Bond Requirements are to comply with the insurance and bond requirements stated in the original RFP per Exhibit "A."

#### **SECTION 10 – TERMINATION**

The TOWN may terminate this Contract for cause based on the non-compliance of CERES to meet the terms and/or conditions of the Contract; provided that the TOWN shall give CERES written "Notice of Non-Compliance" specifying CERES's non-compliance. If within ten (10) days of receipt of written "Notice of Non-Compliance" CERES shall not have corrected such non-compliance and thereafter proceeded diligently to complete such correction then the TOWN may, at its option, place CERES in default and the Contract shall terminate on the date specified in such notice. CERES may exercise any rights available to it under the State of GEORGIA's law to terminate for cause upon the failure of the TOWN to comply with the terms and conditions of this Contract; provided that CERES shall give the TOWN written notice specifying the CITY's non-compliance.

The TOWN may terminate the Contract at any time by giving thirty (30) day's written notice to CERES of such termination or negotiating with CERES an effective date.

In the event of the termination of this Contract because of any of the above CERES shall be paid for Work performed in a satisfactory manner prior to CERES's receipt of written notice of termination.

**SECTION 11 – INDEPENDENT CERES**

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 the CITY. The TOWN 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 The TOWN 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.

**SECTION 12 – CONTRACT EXECUTION AND AMENDMENT**

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

**SECTION 13 – APPLICABLE LAW AND VENUE**

This Contract shall be consummated in the STATE OF GEORGIA and shall be governed and construed in accordance with the laws of the STATE OF GEORGIA. Venue shall be in the STATE of GEORGIA and by entering into this Contract, CERES expressly waives any objections it has or may have to jurisdiction and venue, regardless of CERES’s residence or domicile.

**SECTION 14 – INDEMNIFICATION**

To the fullest extent permitted by law, CERES shall protect, defend, indemnify, save and hold harmless the CITY, all the TOWN 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 the CITY, 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.

**SECTION 15 – NOTICES**

Any communications to be given hereunder 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

**To the City:**

**Scott Langford**

**TOWN OF TYRONE**

**950 Senoia Road**

**TYRONE CITY, GEORGIA 30290**

**Email: [scott.langford@tyronega.gov](mailto:scott.langford@tyronega.gov)**

**Telephone No.: (770) 487-4038**

**To the Contractor:**

**Ceres Environmental Services Inc.**

**Tia Laurie, Corporate Secretary**

**6371 Business Boulevard, Suite 100**

**Sarasota, FL 34240**

**Email: [tia.laurie@ceresenv.com](mailto:tia.laurie@ceresenv.com)**

**Telephone No.: 941-358-6363**

Written notices hereunder 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.

**SECTION 16 – 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 GEORGIA. 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.

#### **SECTION 17 – 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 the CITY.

#### **SECTION 18 - 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.

#### **SECTION 19 - 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 for herein shall become the property of the CITY, and shall, upon request, be returned by CERES to the CITY, at CERES's expense, at the termination or the expiration of this Contract.

## **SECTION 20 - 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 CERES 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) CERES shall sign the Statement of Compliance - Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

### **B. Debarment and Suspension:**

the TOWN 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 CERES, 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 the CITY, 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)**

CERESs 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. CERES 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**

This contract financial assistance will be used to fund the contract only. The CERES will comply will 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, CERES, 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 CERES's actions pertaining to this contract. THE CERES SHALL ABIDE BY THE FOLLOWING PROVISIONS IF THE BOXES ARE CHECKED.

**[ X ] Federally Assisted Construction Contract**

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

(1) The CERES will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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 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) The CERES will, in all solicitations or advertisements for employees placed by or on behalf of the CERES, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The 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 the CERES's commitments under this section 2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) 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.

(5) 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.

(6) In the event of the CERES'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 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 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.

(7) CERES 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. 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 a CERES becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CERES may request the United States to enter into such litigation to protect the interests of the United States."

## **[X ] PROCUREMENT OF RECOVERED MATERIALS**

The TOWN 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, the CERES 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.

(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, the CERES shall comply with the following:

### **CHANGE IN THE WORK OR TERMS OF THE PROJECT DOCUMENTS**

- (1) Without invalidating the contract, the TOWN 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 Work within the scope of this Project must be accomplished by means of appropriate Field Orders or Change Orders.
- (2) The Contract Administrator shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the project documents and ordering minor changes in work execution, providing the Field Order involves no change in the Contract Price or the Contract Time.

- (3) Changes in the quantity or character of the Work within the scope of the Project 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 approved in advance and issued in accordance with the provisions of the CITY's Procurement Code, as amended from time to time.

**(2) ACCESS TO RECORDS.**

(a) All 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).

(b) CERES agrees to provide the CITY, 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 CERES which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(c) CERES agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(d) CERES agrees to provide the FEMA Administrator or his authorized representative with 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 CERES 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 CERES and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CERES 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. the TOWN 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 CERES or subcontractor under any such contract or any other Federal contract with the same prime CERES, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CERES, such sums as may be determined to be necessary to satisfy any liabilities of such CERES or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.
- (4) Subcontracts. CERES or subcontractors 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 CERES 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**

**CLEAN AIR ACT**

(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 the TOWN and understands and agrees that the TOWN 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.

(2) CERES agrees to report each violation to the TOWN and understands and agrees that the CITY, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

**WITNESSES:**

\_\_\_\_\_  
  
\_\_\_\_\_

**TOWN OF TYRONE, GEORGIA**

By: \_\_\_\_\_  
Eric Dial

\_\_\_\_\_  
TITLE: Mayor

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

**WITNESSES:**

\_\_\_\_\_  
  
\_\_\_\_\_

**CERES ENVIRONMENTAL SERVICES, INC.**

By: \_\_\_\_\_  
Tia Laurie – Corporate Secretary

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Office of the TOWN Attorney**

**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 CERES, CERES Environmental Services, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CERES understands and agrees that the provisions of 31 U.S.C. §3801 *et seq.* apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of CERES's Authorized Official

Tia Laurie – Corporate Secretary  
Name and Title of CERES's Authorized Official

Date\_\_\_\_\_

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

The undersigned CERES hereby swears under penalty of perjury that CERES 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 \_\_\_\_\_, 20\_\_

CERES Environmental Services, Inc.  
CERES

By \_\_\_\_\_  
(Signature)

By Tia Laurie – Corporate Secretary  
(Name and Title)