

This non-exclusive contract **Agreement** is made and entered into September 17, 2024 by and between **Franklin County, FL [County]**, having its principal office at 33 Market Street room 203, Apalachicola, FL, 32320 and CERES ENVIRONMENTAL SERVICES, INC. [Contractor], a Florida corporation chartered under the laws of the State of Florida, and incorporated State of Florida, having its principal place of business at 6371 Business Boulevard, Suite 100, Sarasota, FL 34240.

The County requires the services of a qualified firm to perform certain professional services for the County's projects at various locations within the County limits.

The County intends to engage Contractor to perform certain professional services related to Disaster Debris Removal and Disposal services related to the implementation and administration of FEMA Public Assistance Category A and Category B programs [Assignment] and Contractor has the expertise and has a thorough knowledge of such services.

The Assignment will have the following characteristics: On an as-needed basis, the County will issue Task Orders to Contractor describing the work required under this Agreement. In response, Contractor will prepare a task specific Scope of Services and Cost Estimate (submitted as Attachment 1) which shall become part of the Task Order upon execution by both parties. Franklin County has multiple debris removal and disposal contracts for the performance of the services set forth in this Agreement. Franklin County reserves the right to determine which one, or more, Agreement(s) it will issue Task Orders to in the event of storm damage in Franklin County which qualifies for the services set forth herein. Contractor acknowledges and understands that in the event of a FEMA Public Assistance Category A and Category B programs in Franklin County, Florida, that Franklin County reserves the exclusive right to select which one or more debris removal and/or disposal Contractors it has under contract. The execution of this Agreement does not guarantee Contractor will be selected to perform the services set forth herein.

Including the provisions contained in this Agreement, Contractor and County shall adhere to all provisions contained in the Contract Documents, the same being incorporated as part of this Agreement by reference. In consideration of the mutual promises herein, Contractor and the County agree that the terms and conditions of this Agreement are the following:

## 1. BASIC SERVICES

**Scope.** Contractor shall provide the Basic Services as described in the County's Request for Proposals, Contractor's Debris Removal and Disposal Proposal/Submittal which includes the Scope of Services and Fee Schedule and also the individual Task Orders authorized in writing by the County. A sample Task Order form is provided in Schedule A. The Task Order format may be modified by the County. Contractor will utilize local residents to the greatest extent practicable depending upon project specific conditions. Contractor's obligations under this Agreement are solely for the benefit of the County and no other party is intended to benefit or have rights hereunder.

- 1.1. **Standard of Care.** Contractor shall perform the professional services under this Agreement at the level customary for competent and prudent professionals performing such services at the time and place where the services are provided [Standard of Care]. These services shall be provided by debris management Contractors and other professionals and individuals skilled in other technical disciplines, as appropriate.
- 1.2. **Instruments of Service.** Contractor is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all instruments of its services including designs, drawings, specifications, reports [collectively called Service Instruments] and other services provided under this Agreement.
- 1.3. **End-Users Software License.** RESERVED
- 1.4. **Applicable Codes.** The Service Instruments shall conform to the generally accepted codes and regulations applicable to the Project at the time of performance.
- 1.5. **Subcontractors.** Any Subcontractors and outside associates or Contractors to be engaged by Contractor under this Agreement are limited to those identified in executed Task Orders or as the County specifically approves during the performance of a Task Order.

- 1.6. **Materials.** Contractor shall furnish, at its own cost and expense, all equipment, tools, materials and labor of every description necessary to carry out and complete said Services in a good, firm, substantial and workmanlike manner.
- 1.7. **Title to Hazardous Materials.** The County and Contractor agree that title to all types of hazardous or toxic wastes, materials, or substances originating at or removed from the Site shall remain in and with the County.
- 1.8. **Transportation or Disposal of Hazardous Materials.** The County further agrees that, if this Agreement requires the containerization, transportation, or disposal of any hazardous or toxic wastes, materials or substances, Contractor is not, and has no authority to act as a generator, arranger, transporter, or disposer of any hazardous or toxic wastes, materials or substances that may be found or identified on, at, or around County's premises. In this regard, the County and Contractor agree as follows:
  - 1.8.1. Contractor may assist the County in obtaining the services of licensed hazardous materials Contractor s for the transportation and disposal of all hazardous or toxic wastes, materials, or substances. Contractor shall not contract directly for these services.
  - 1.8.2. It is understood by both the County and Contractor that the County will provide all required hazardous or toxic wastes, materials, or substance generator numbers, signed manifests, storage and treatment permits, and any permits or licenses required by local, state, or federal laws or regulations for the generation, transportation, storage, treatment and/or disposal of any hazardous or toxic wastes, materials or substances.
- 1.8.3. **COMPLIANCE WITH Stafford Act, 44 CFR, 2 CFR PART 200, and other State and Federal regulations and requirements**

Services required may include, but not be limited to, all scope of services needed to be performed, and must be performed in a manner that meets the requirements of the Entities and any federal, state or local funding agency such as FEMA, FHWA, EPA, HUD/ CDBG-DR, NRCS, CWCB or others when required. Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with any and all other relevant Federal, State, and local laws, regulations, executive orders, codes and ordinances:

**Stafford Act, as amended**

<https://www.govinfo.gov/content/pkg/COMPS-2977/pdf/COMPS-2977.pdf>

**Code of Federal Regulations, 44 CFR, as amended**

<https://www.ecfr.gov/>

**Code of Federal Regulations, 2 CFR CHAPTER II, PART 200 et.al., as amended**

<https://www.govinfo.gov/app/details/CFR-2023-title2-vol1/CFR-2023-title2-vol1-part200>

**FEMA Public Assistance Program and Policy Guide (PAPPG), as amended**

[https://www.fema.gov/sites/default/files/documents/fema\\_pappg-v4-updated-links\\_policy\\_6-1-2020.pdf](https://www.fema.gov/sites/default/files/documents/fema_pappg-v4-updated-links_policy_6-1-2020.pdf)

Policy and procedure changes as described in FEMA Interim Policies, FEMA Administrator Memos, and any such nationally published guidance, directives, etc. as required by FEMA.

Additional provisions have been required by Federal awarding agencies that must be included in all contracts involving Federal funds.

## 2. ADDITIONAL SERVICES

- 2.1. **Scope.** Contractor shall provide the **Additional Services** when authorized by the County in writing in a Task Order or amendment to a Task Order.

### 3. THE COUNTY'S RESPONSIBILITIES

Unless stated otherwise in Section 8 or in individual Task Orders, the County shall perform the following in a timely manner:

- 3.1. **The County's Representative.** Designate a representative having authority to give instructions, receive information, define the County's policies, and make decisions with respect to individual Task Orders.
- 3.2. **Project Criteria.** Provide criteria and information as to the County's requirements for a Task Order, including design objectives and constraints, space, capacity, scope of services, task assignments, and performance requirements, and any budgetary limitations to the extent known to the County.
- 3.3. **Data.** Provide all available information, including previous reports and any other data in the possession of the County relevant to a Task order.
- 3.4. **Access.** Arrange for Contractor to enter upon public property as necessary.
- 3.5. **Review.** Respond to Contractor's request for decisions or determinations.
- 3.6. **Meetings.** Hold or arrange to hold meetings required to assist in the work required by a Task Order.
- 3.7. **Project Developments.** Give prompt written notice to Contractor whenever the County observes or otherwise becomes aware of any development that affects the scope or timing of Contractor's services.

### 4. PERIODS OF SERVICE

- 4.1. **Time of Performance.** Sections 4 and 5 anticipate the orderly and continuous progress of Task Orders through completion of each Task Order's scope of services.
- 4.2. **Start of Performance.** Contractor shall start the Services described in each Task Order upon authorization by the County. If the County gives authorization before signing a Task Order, Contractor shall be paid as if the services had been performed after both parties signed the Task Order. Task orders shall only be valid if signed by the County's authorized representative.
- 4.3. **Force Majeure.** If a force, event, or circumstance beyond Contractor's control interrupts or delays Contractor's performance, the time of performance shall be equitably adjusted.
- 4.4. **Term.** This Agreement shall be in effect for three (3) years from date of execution, with an option for two - one (1) year renewals.

### 5. COMPENSATION

- 5.1. **Contractor Services.** The County shall pay and Contractor shall accept as full compensation for all work done and materials furnished; for all costs and expenses incurred, and loss or damages sustained by reason of action of the elements or growing out of the nature of the work, or from any unforeseen obstruction or difficulties encountered in the prosecution of the Work; for all expenses incurred by, or in consequence of the suspension or discontinuance of the work herein specified; and for well and faithfully completing the work, the whole thereof, therein provided, and maintaining the work in good condition until the final payment is made, an amount based upon the actual quantities of work and materials utilized in constructing the Project, compensable at the unit prices shown in the Contractor's Bid; however, in no event shall the total compensation paid under the terms of this Agreement exceed the amount stated in the fully executed Task Order line no. 5 for Disaster Debris Removal and Disposal Services within the County's area of responsibility unless otherwise authorized by the County in a Modification Agreement. The County and the Contractor acknowledge that the total Bid price shown in the Contractor's Bid is based upon the extension of the unit prices and estimated quantities shown in the Contractor's Bid. The County and the Contractor acknowledge that the performance of this Contract may require changes in the item quantities shown in the Contractor's Bid which changes may result in adjustments in the pay quantities which comprise elements of the total

Bid price shown in Contractor's Bid. All such changes and adjustments shall be accomplished by Modification Agreement(s) issued in accordance with the provisions of these Contract Documents.

- 5.2. Based upon the Scope of Services provided by the contractor and for each Task Order issued pursuant to the Agreement and the Fee Schedule as stated in the Contractor's Proposal/Submittal, the County shall pay Contractor the Amount stated in invoices issued for and in accordance with said Scope of Services and each Task Order for actual work performed and reimbursable expenses incurred during the period covered by the invoice. Invoices are payable by the County within 90 days after receipt of invoice.

## 6. OPINIONS OF CONSTRUCTION COST

- 6.1. **Construction Cost.** If required by this contract, opinions related to cost given by Contractor are subject to the following. Contractor has no control over the cost of labor, materials, equipment, or services furnished by others, or over a Contractor's or disposal site methods of determining prices, or over competitive bidding or market conditions. Contractor's opinion of probable cost is made on the basis of Contractor's experience and qualifications and represents Contractor's judgment as an experienced and qualified professional firm, familiar with the debris cleanup and recovery industry. Contractor does not guarantee that proposals, bids or actual Project cost will not vary from Contractor's opinions of probable cost. Notwithstanding the foregoing, the Contractor's prices shall not vary from the rates set forth in its bid rate submitted in response to the County's request for proposals.

## 7. GENERAL CONSIDERATIONS

- 7.1. **Changes.** This Agreement may only be amended or modified by a written Instrument executed by the County and the Contractor, except for Unilateral Change Orders and Unilateral Extensions as provided for in the General Terms and Conditions. By written and/or electronic notice at any time, the County may change services required by a Task Order, provided such changes are within the general scope of the work contemplated by this Agreement. In such event, an equitable adjustment both in the compensation for and time of performance of the adjusted Task Order shall be made in writing prior to Contractor performing the changed services. Such changes can only be required by the County's authorized representative.
- 7.2. **Confidentiality and Proprietary Information.** Contractor shall hold secret and confidential all information, data, and documents designated by the County as confidential [**Confidential Information**]. Contractor shall not reveal Confidential Information to a third party unless:
  - 7.2.1. the County consents in writing.
  - 7.2.2. the information is or becomes part of the public domain.
  - 7.2.3. applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure; or
  - 7.2.4. failure to disclose the information would pose an imminent and substantial threat to human health or the environment.
- 7.2.5. All drawings, specifications, technical information, and other information furnished to County by Contractor or developed by Contractor in connection with the work are, and shall remain, the property of the County. In addition, regarding the Automated Debris Management System, Contractor shall retain sole rights of, and County shall have no rights with respect to the Automated Debris Management System [ADMS]. All rights are reserved by Contractor with respect to the Automated System under the patent, copyright, trade secret and other applicable laws of the United States. All products of the ADMS must be presented to the County in unlocked and accessible forms of either Adobe PDF or unlocked Microsoft Excel formats.
- 7.3. **CADD.** The County may provide information related to computer-assisted design and drafting format [**CADD**] to Contractor. CADD is derived in part from computer software for which the County is licensed. These licenses are not transferable. Any unlicensed reuse of CADD may subject the user to liabilities to the software licensor. Any reuse without written verification or adaptation by the County for the specific purpose intended is at Contractor's sole risk, without liability to the County.

- 7.4 **Disputes.** If a dispute or complaint [**Dispute**] arises concerning this Agreement, the County and Contractor will negotiate a resolution of the Dispute. Should negotiation be unsuccessful, mediation of the Dispute by a third party shall follow. Any time which elapses in attempting to resolve the Dispute through either or both negotiation or mediation shall extend day-for-day any applicable statute(s) of repose or limitation of actions.
- 7.4.1 **Negotiation.** Following written notice of a Dispute, a minimum of one face-to-face meeting (or less if the Dispute is resolved) shall be held.
- 7.4.2 **Mediation.** If negotiation is unsuccessful, a mutually acceptable third party [**Facilitator**] having expertise in the subject of the Dispute shall be engaged to mediate the Dispute. The fee and expenses of the Facilitator shall be shared equally by the parties to the Dispute. The parties may present evidence and arguments to the Facilitator. Unless the Facilitator and the parties agree otherwise, a minimum of one face-to-face meeting shall be held within the sixty-day period beginning on the date of the Facilitator's engagement.
- 7.4.3 Following the meeting or earlier if appropriate, the Facilitator shall report to the parties whether he believes the Dispute is resolvable through mediation. At that point the parties shall elect (a) to continue mediation, (b) replace the Facilitator and continue mediation, or (c) end mediation. If the mediation is ended, the parties may litigate the Dispute.
- 7.5 **Insurance and Bonds.** Contractor shall maintain insurance against the following risks during the term of the Agreement:
- 7.5.1 workers compensation in statutory amounts and employer's liability for Contractor's employees' Project-related injuries or disease.
- 7.5.2 general liability and automobile liability each in the amount of \$1,000,000 for personal injury or property damage to third parties which arises from Contractor's performance under this Agreement; and
- 7.5.3 Professional liability in the amount of \$1,000,000 for legal obligations arising out of Contractor's failure to meet the Standard of Care.
- 7.5.4 This Agreement shall be contingent upon the Contractor furnishing the County, when required, a certificate of Competency, Certificate(s) of Insurance, Performance Bond, Payment Bond, and any other such documents as required in this Contract within ten (10) Days after the Notice of Award.
- 7.6 **Indemnification.**
- 7.6.1 Contractor shall indemnify, hold harmless, and defend the County and the Board of County Commissioners, their agents and employees and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, to the extent caused or incurred, as a result of any negligent, wrongful, or intentional act or omission of, or based on any act of fraud or defalcation by the Contractor, or anyone performing any act required of the Contractor in connection with performance of the Contract awarded pursuant to this Bid. These obligations shall survive acceptance of any goods/Work and/or performance and payment therefore by the County.
- 7.7 **Reserved.**
- 7.8 **Interpretation.** This Agreement shall be interpreted in accordance with the laws of Florida and the exclusive venue for any disputes between the parties shall be within Franklin County, Florida.
- 7.9 **Successors.** This Agreement is binding on the successors and assigns of the County and Contractor. The Agreement may not be assigned in whole or in part to any third parties without the written consent of the County.
- 7.10 **Independent Contractor.** Contractor represents that it is an independent Contractor and is not an employee of the County.

7.11 **Notices.** Written notices may be delivered in person or by certified mail, or by facsimile, or by courier or by email. All notices shall be effective upon the date of receipt by the party. Any notice required by this Agreement shall be given to the following representatives of the parties (name, mailing address, phone, and email address given here):

**County:**

Jennifer Daniels \_\_\_\_\_

28 Airport Road \_\_\_\_\_

Apalachicola, FL 32320 \_\_\_\_\_

[jenniferd@franklincountyflorida.com](mailto:jenniferd@franklincountyflorida.com) \_\_\_\_\_

850-653-5608

**Contractor:**

TIA LAURIE, CORPORATE SECRETARY

6371 BUSINESS BOULEVARD, SUITE 100

SARASOTA, FL 34240

[TIA.LAURIE@CERESENV.COM](mailto:TIA.LAURIE@CERESENV.COM)

941-358-6363

7.12 **Applicable Law.** If applicable to this Agreement, Contractor shall comply with the requirements of:

7.12.1 the Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended,

7.12.2 Utilization of Small and Disadvantaged Business Concerns (Public Law 95-507),

7.12.3 Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992 in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against said Contractor 's employees or applicants for employment. The Contractor understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Contractor herein assures the County that said Contractor will comply with Title VI of the Civil Rights Act of 1964 when Federal grant(s) is/are involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

7.12.4 all other federal, state, and local laws and regulations or orders issued under such laws.

7.13 **Entire Agreement.** This Agreement, including Contractor Proposal/Submittal, required forms, schedules, attachments, task orders executed pursuant to this Agreement, and referenced documents, is the entire agreement between the County and the Contractor. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by the County's and Contractor's Authorized Agent.

7.14 **Waivers and Severability.** A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition, or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

7.15 **Termination.** This Agreement may be terminated by either Party at will and without cause, at any time upon seven (7) days prior written notice to the other Party and shall remain in force until so terminated. All information, data, materials, software, and any other materials provided to the Party must be returned to the other Party in good and usable working order upon termination of the Agreement. The aforesaid termination notice shall be considered received by the Contractor and the County if delivered in person with written proof thereof, or when deposited in the U.S. Mail, in a prepaid wrapper marked certified, return receipt requested.

7.16 **Effective Date.** This Agreement is effective on the date shown on the cover page.

## 8 SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

8.1 **Special Provisions.** This Agreement is subject to the following special provisions:

**Duties and Responsibilities of Contractor.** Contractor or its representative shall be on site during the various stages of the work to observe the progress and quality of the work and to determine, in general, if the work is proceeding in

accordance with the intent of the Agreement. Visits and observations made by Contractor will not relieve the Monitor Contractor of its obligation to conduct comprehensive inspections of the work, to furnish materials, to perform acceptable work, and to provide adequate safety precautions.

**Limitations of Contractor's Responsibilities.** Contractor will not be responsible for the Debris Monitor's or other Contractors' means, methods, techniques, sequences or procedures of the work, or the safety precautions, including compliance with the program's incident thereto. Contractor will not be responsible for Debris Monitor's or their Subcontractor's failure to perform the work in accordance with their contract with the County or any other agreement. Contractor will not be responsible for the acts or omissions of the Monitor Contractor, their Subcontractors, or any other Contractors, or any of its or their agents or employees or any other persons at the site or otherwise performing any of the Work.

8.2 **Schedules.** The following Schedules are attached to and made a part of this Agreement:

8.2.1 **Schedule A Sample Task Order Form**

8.2.2 All documents and forms submitted as required in Section 8 of the Contractor's Request for Proposal response are hereby incorporated into this Agreement.

8.2.3 Contractor shall comply with the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR part 5), as applicable.

8.2.4 Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR part 5), as applicable.

8.2.5 Franklin County shall exclusively retain the patent right to any discovery or invention which arises or is developed in the course of or under this contract.

8.2.6 Franklin County shall exclusively retain the copy rights and rights in data to materials which arises or is developed in the course of or under this contract.

8.2.7 Contractor shall grant access to Franklin County, the Federal government and the State of Florida, the Comptroller General of the United States, or their authorized representatives to any books, documents, papers and records of Contractor which are directly pertinent to this contract for the purpose of making an audit, examination, excerpts, and transcriptions.

8.2.8 Contractor shall retain all required records of this contract for five years after Franklin County makes final payment and all other pending matters are closed.

**Execution Authority.** This Agreement is a valid and authorized undertaking of the County and Contractor. The representatives of the County and Contractor who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

FRANKLIN COUNTY, FL

By Ricky D. Jones

Title: Chairman

Witness [Signature]

By [Signature]

Title Corporate Secretary

Witness [Signature]

**Schedule A**

**SAMPLE**

**PROFESSIONAL SERVICES TASK ORDER**

**SAMPLE**

Project Number--Task Order Number: \_\_\_\_\_--\_\_\_\_\_  
Task Order Date: \_\_\_\_\_

Subject to the Agreement between Franklin County, FL [County] and \_\_\_\_\_ [Contractor], effective \_\_\_\_\_ [Date], the County hereby authorizes Contractor to perform services as specified in this Task Order and in accordance with the above mentioned Agreement.

**1. Basic Project Information.**

Project Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

Project Location: \_\_\_\_\_

The County Representative: \_\_\_\_\_

Contractor Representative: \_\_\_\_\_

2. **Project Description:** A description of Project for which this Task Order is issued is provided in Task Order Attachment 1, Project Description and Cost Estimate, incorporated into this Task Order.
3. **Scope of Services:** Contractor shall perform its Services as described in the County's Request for Proposals and the Contractor's Proposal/Submittal Scope of Services, attached and incorporated into this Task Order.
4. **Period of Services:** The period of service shall begin and shall not exceed: \_\_\_\_\_.
5. **Compensation:** Contractor's compensation under this Task Order, which shall not be exceeded without prior written authorization of the County, and if exceeded is done so at the Contractor's own risk, is:  
\$ \_\_\_\_\_.
6. **Rates:** This Task Order's Fee Schedule is incorporated as a section of the Contractor's Proposal/Submittal.
7. **Amendment:** [\_\_\_\_\_] This Task Order amends a previously executed Task Order No. \_\_\_\_\_, Date \_\_\_\_\_.

**ISSUED AND AUTHORIZED BY:**  
FRANKLIN COUNTY, FL

**ACCEPTED AND AGREED TO BY:**

By: \_\_\_\_\_ SAMPLE \_\_\_\_\_

By: \_\_\_\_\_ SAMPLE \_\_\_\_\_

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

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