RESOLUTION NO. 2026- 3594

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH ENVIROWASTE SERVICES GROUP, INC. FOR STORMWATER SYSTEM MAINTENANCE SERVICES, UTILIZING THE TERMS, CONDITIONS, AND PRICING OF THE CITY OF AVENTURA'S AGREEMENT WITH ENVIROWASTE SERVICES GROUP, INC. RESULTING FROM REQUEST FOR PROPOSALS NO. 2024-7-1, IN AN AMOUNT NOT TO EXCEED $100,000.00 ANNUALLY, SUBJECT TO ANNUAL BUDGETARY APPROPRIATION; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; AUTHORIZING THE TOWN MANAGER TO EXECUTE A COVER AGREEMENT AND ANY OTHER DOCUMENTS AS NECESSARY FOR SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") is responsible for maintaining its stormwater drainage infrastructure to ensure the proper operation of its drainage systems, minimize localized flooding, and comply with applicable regulatory requirements; and

WHEREAS, these responsibilities require qualified contractors to perform routine maintenance, cleaning, inspections, and emergency services on the Town's stormwater drainage infrastructure; and

WHEREAS, the City of Aventura ("Aventura") competitively solicited Request for Proposals No. 2024-7-1 for Stormwater System Maintenance Services ("RFP") and, following the adoption of Aventura Resolution No. 2024-54, entered into an Agreement for Stormwater System Maintenance Services with EnviroWaste Services Group, Inc. ("ESG"), effective September 3, 2024, attached hereto as Exhibit "A" ("Aventura Agreement"); and

WHEREAS, ESG has confirmed its willingness to provide stormwater system maintenance services, on an as needed basis, to the Town utilizing the terms, conditions, and pricing of the Aventura Agreement ("Services"); and

WHEREAS, prior to the performance of any Services, ESG will submit a proposal to the Town identifying the anticipated scope of work, estimated hours, and associated costs, based on the hourly rates established in the Aventura Agreement, and no Services will be authorized until the proposal has been approved by the Town; and

WHEREAS, pursuant to Section 3-13(3) of the Town Code, the Town Commission finds that the Services, which will be provided utilizing the terms, conditions, and pricing of the Aventura Agreement, are exempt from the Town's competitive bidding procedures; and

WHEREAS, utilizing the Aventura Agreement will provide the Town with an established schedule of competitively obtained unit prices for ongoing stormwater maintenance services, while allowing Town Administration to determine the extent and frequency of the Services based on actual system conditions and available funding; and

WHEREAS, the Town Commission wishes to approve an agreement with ESG and authorize the Town Manager to execute a cover agreement with ESG for the Services, utilizing the terms, conditions, and pricing of the Aventura Agreement, in an amount not to exceed $100,000.00 annually, substantially in the form attached hereto as Exhibit "B", subject to annual budgetary appropriation; and

WHEREAS, the Town Commission finds that this Resolution is in the best interests and welfare of the Town and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above-stated recitals is hereby adopted, confirmed, and incorporated herein.

Section 2. Agreement Approved; Exemption from Competitive Bidding; Authorization to Town Manager. An agreement with ESG for the Services, utilizing the terms, conditions, and pricing of the Aventura Agreement, attached hereto as Exhibit "A," in an amount not to exceed $100,000.00 annually, is hereby approved. The Town Commission finds that, pursuant to Section 3-13(3) of the Town Code, the purchase is exempt from competitive bidding. The Town Manager is authorized to negotiate and execute a cover agreement with ESG for the Services, in substantially the form attached hereto as Exhibit "B", and any other documents as necessary, subject to approval by the Town Attorney as to form and legality.

Section 3. Authorization of Services; Term; Budgetary Appropriation. The Services shall be performed on an as-needed basis. Prior to the performance of any Services, ESG shall submit a final proposal identifying the anticipated scope of work, estimated hours, and associated costs, based on the rates established in the Aventura Agreement, and no Services shall be performed unless the proposal has been approved in writing by the Town Manager. The not to exceed amount approved herein establishes the maximum annual expenditure for the Services and does not guarantee any minimum expenditure by the Town. The Town Manager is authorized to renew or extend the agreement consistent with any renewals or extensions of the Aventura Agreement, or to

terminate the agreement in accordance with its terms. The Town's payment obligations for the Services are subject to annual budgetary appropriation.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary or further action to implement the Services approved herein and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 10th day of November 2026.

Motion By: Commissioner Vildostegui
Second By: Commissioner Weingot

FINAL VOTE ON ADOPTION:

Commissioner Andrea Travani	Yes
Commissioner Gerardo Vildostegui	Yes
Commissioner David Weingot	Yes
Vice Mayor Dayana Benmergui	Absent
Mayor Shlomo Danzinger	Yes

Shlomo Danzinger, Mayor

ATTEST:

Sandra N. McCready, MMC
Town Clerk

TOWN OF SURFSIDE INCORPORATED SEAL 1935 DADE COUNTY, FLA.

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

Town Attorney, Weiss Serota Helfman Cole & Bierman, P.L

EXHIBIT "A"

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AGREEMENT BETWEEN
THE CITY OF AVENTURA
AND
ENVIROWASTE SERVICES GROUP, INC.
FOR
STORMWATER SYSTEM MAINTENANCE SERVICES

THIS AGREEMENT (this "Agreement") is made effective as of the 3rd day of **September, 2024** (the "Effective Date"), by and between the **CITY OF AVENTURA, FLORIDA**, a Florida municipal corporation, whose principal address is 19200 West Country Club Drive, Aventura, Florida 33180 (hereinafter the "CITY"), and **ENVIROWASTE SERVICES GROUP, INC.**, whose address is 18001 Old Cutler Road, Suite 643, Palmetto Bay, Florida 33157 (hereinafter, the "CONTRACTOR").

The following exhibits are incorporated herein and made a part of this Agreement:

Exhibit A: Certificate of Insurance
Exhibit B: Fee Schedule
Exhibit C: Contractor's Sub Contractors List
Exhibit D: Performance & Payment Security
Exhibit E: E-Verify Affidavit
Exhibit F: Affidavit Attesting to Noncoercive Conduct for Labor or Services

WITNESSETH:

WHEREAS, CITY solicited proposals from proposers to perform Stormwater Maintenance Services; and

WHEREAS, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to the City Manager; and

WHEREAS, on September 3, 2024, CITY adopted Resolution No.2024-54, which ratified the ranking of proposals for Stormwater Maintenance Services and authorized the City Manager to execute an Agreement with the top two highest ranked proposers; and

WHEREAS, City Commission has selected CONTRACTOR to perform Stormwater Maintenance Services, on an ongoing, or as needed basis, and at the sole discretion of CITY; and

WHEREAS, CITY and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the City agree as follows:

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SECTION 1 – TERM AND TERMINATION

1.1. Intent

The term of this Agreement shall begin on the date that it is fully executed and shall extend three (3) years, with two optional one (1) year renewal by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 1.2 of this Agreement.

1.2. Termination

This Agreement may be terminated for cause by action of the City Manager if CONTRACTOR is in breach and has not corrected the breach within 5 days after written notice from CITY identifying the breach, or for convenience by action of the City Commission upon not less than 5 days written notice by the City Manager. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare.

1.2.1. This Agreement may be terminated for cause by CONTRACTOR if CITY is in breach and has not corrected the breach within 90 days after written notice from CONTRACTOR identifying the breach.

1.2.2. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.

1.2.3. Notice of termination shall be provided in accordance with Section 8.13(G.) NOTICES of this Agreement except that notice of termination by the City Manager which the City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with Section 8.14(G.) NOTICES of this Agreement.

1.2.4. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement.

1.2.5. CONTRACTOR acknowledges and agrees that Ten Dollars ($10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience.

1.2.6. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. In no event shall CITY be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

1.2.7. This Agreement may be terminated by the CITY if the CONTRACTOR is found to have submitted a false certification, Form 10, Scrutinized Companies, has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

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SECTION 2 - STANDARDS OF INSURANCE

2.1. Insurance

A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII"; and,

B. CITY shall be named as additional insured on all policies except worker's compensation and professional liability; and,

C. The additional insured status for CITY for general liability and for completed operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this Agreement or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).

D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.

E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.

F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.

G. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.

H. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Aventura, 19200 West Country Club Drive, Aventura, Florida 33180.

I. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONTRACTOR's insurance company and CITY as soon as practicable after notice to the insured.

J. CONTRACTOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. CONTRACTOR'S insurance shall be Primary and non-contributory.

K. CONTRACTOR is responsible for any costs or expenses below deductibles, self- insured retentions, coverage exclusions or limitations, or coinsurance penalties.

2.2. Specific Coverage

A. Workers Compensation: CONTRACTOR shall provide statutory workers' compensation, and employer's liability insurance with limits of not less than $1,000,000 per employee per accident, $1,000,000 disease aggregate and $1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and United States

Longshoremen and Harbor workers exposures must also be included. Elective exemptions shall NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer shall not be accepted). In the event CONTRACTOR has "leased" employees, CONTRACTOR must provide a workers' compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY. CONTRACTOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by CONTRACTOR. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

B. Commercial General Liability: CONTRACTOR shall provide evidence of commercial general liability on an occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than $1,000,000 each occurrence, and $2,000,000 in aggregate, covering all work performed under this Agreement.

C. Business Automobile Liability: CONTRACTOR shall provide evidence of business automobile liability on a standard ISO form and including per occurrence limits of not less than $2,000,000 covering all work performed under this Agreement. Coverage shall include liability for owned, non-owned & hired automobiles. If private passenger automobiles are used in the business, they shall be commercially insured.

D. Umbrella or Excess Liability: Umbrella polices are acceptable to provide the total required general liability, automobile liability, and employers' liability limits. Umbrella policies shall also name CITY as additional insured and coverage shall be provided on a "Follow Form" basis.

E. Pollution Liability: For sudden and gradual occurrences or claims made and, in an amount, no less than $1,000,000 per claim and $3,000,000 in the aggregate arising out of work performed under this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

F. Employee Dishonesty Coverage: CONTRACTOR shall provide Employee Dishonesty coverage to include liability for dishonest acts of the CONTRACTOR'S employees against the CITY including Theft.

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SECTION 3 – SCOPE OF WORK

3.1. Scope of Work

The scope of work shall include, but is not limited to, providing continuing services for vacuum cleaning/jetting and inspection of, and emergency response to, CITY owned stormwater infrastructure system. The infrastructure requiring maintenance services shall include, but not limited to, stormwater catch basins, inlets, manholes, pipes, outfalls, and pollution control devices.

The CONTRACTOR shall comply with all federal, state and local laws, rules, practices and regulations including but not limited to dewatering, turbidity and sediment control, and regulatory permitting, as needed.

The CONTRACTOR must self-perform all services unless otherwise indicated. No Sub-contracting of the maintenance services will be allowed, unless approved by the CITY in writing.

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Agreement by the CITY.

The City reserves the right to conduct investigations as it deems necessary, to determine the ability of the CONTRACTOR to perform the work or services. Information the City deems necessary in order to make a determination shall be provided by CONTRACTOR upon request.

3.2. Background

The CITY is responsible for the management and maintenance of the CITY's stormwater infrastructure. The CONTRACTOR shall be responsible for providing maintenance services to stormwater systems consisting of a complex network of over 800 catch basins and drainage structures; 12 miles of underground pipes of various sizes; 44 drainage wells; and 57 outfalls.

A. **Services:** The CONTRACTOR shall furnish all labor, materials, equipment, supplies, tools, safety measures, maintenance of traffic (MOT), and services required to accomplish the regular maintenance of the CITY's stormwater management system, but is not limited to, the cleaning of the following:
   1. Catch basins.
   2. Stormwater manholes.
   3. Stormwater pipes.
   4. Outfalls.
   5. Drainage wells.
   6. Stormwater pollution control structures, weirs & other appurtenances.
   7. Closed Circuit Televising of pipe (CCTV) – (can be performed by a subcontractor).

B. **Cleaning/Maintenance:** The CONTRACTOR shall be responsible for performing the cleaning of the entire stormwater infrastructure.

   1. Stormwater Management System Inspection/Cleaning – Scope includes annual inspection and cleaning of catch basins, storm manholes, weirs, and other stormwater structures along with all the downstream pipe segments connected to

each of the structures. As part of the inspections, CONTRACTOR shall record the sediment depth in each structure; identify any defects, both structural and aesthetic; remove debris and clear any weeds on or around the structures; and verify grate decals.

2. Well Cleaning: The CONTRACTOR will provide all pumps, motors, air compressors, surge tanks, discharge hoses and/ or pipes, and other ancillary equipment needed to develop each production well to the extent that, as practical, suspended solids have been removed from the well.

3. Regulatory Compliance – CONTRACTOR shall comply with all Federal, State, and Local regulatory requirements for work in active stormwater facilities that entail working in confined space and hazardous conditions. CONTRACTOR shall conform to Occupational Safety and Health Administration (OSHA) requirements, latest version, including Confined Space Entry requirements (29 CFR CH. XVII, Section 1910.146).

C. National Pollution and Discharge Elimination System (NPDES): The CITY is a co-permitee of the Miami-Dade County Municipal Separate Storm Sewer System (MS4) NPDES permitee FLS000003-004, as a result, and as directed by the CITY, the CONTRACTOR shall support the requirements of the (MS4) NPDES Permit and the implementation of appropriate Best Management Practices (BMPs) for preventing or reducing stormwater pollution. CONTRACTOR shall only assign staff trained in BMPs to work in the CITY.

D. Emergency Callouts: The CONTRACTOR shall be available for emergency callouts. Emergency response and deployment of staff shall be in accordance with Section 3.2.J. The CONTRACTOR shall supply the CITY with the primary and secondary backup contact name(s), and telephone number(s) of responsible person(s) representing the CONTRACTOR for twenty-four (24) hour, seven (7) days a week emergency response. This information shall always remain current. Any changes shall be forwarded to the CITY in writing. The CITY shall compensate CONTRACTOR for a two (2) hour minimum regardless of less time spent resolving the emergency.

E. Equipment: CONTRACTOR equipment shall be in good state of repair and maintained in good working condition while in use for all work assignments. No worn or obsolete equipment shall be used, and in no case shall the manufacturer's service rating capacity or service life for any equipment be exceeded. The following requirements shall be met:

1. CONTRACTOR shall own or lease High-Velocity Hydraulic (Hydro-Cleaning) Equipment (Vacuum and Jetting Truck). All High-Velocity Sewer Cleaning Equipment shall be constructed for ease and safety of operation. The equipment shall be operated at the industry standard for proper cleaning of the CITY's stormwater infrastructure. All equipment manufactures recommendations for pressure (PSI rating) and gallons per minute shall be adhered to. The nozzles shall be capable of producing a scouring action, in the lines designated to be cleaned, to

remove debris and sand from the flow line. Equipment shall also include a high-velocity jetter for washing and scouring manhole walls and floors. The jetter shall be capable of producing flows from a fine spray to a solid stream.

2. CONTRACTOR shall have a minimum of two (2) permitted Vacuum/jetting trucks available for the CITY at all times. Trucks and equipment used for wastewater operations shall not be used on stormwater system.

3. Root Removal Equipment: Hydraulic or mechanical driven cutters may be used as necessary to remove root intrusion as dictated by pipe material.

4. CONTRACTOR must provide CITY with a list of equipment to be used for wastewater and storm water infrastructure cleaning.

5. In the instance that the CONTRACTOR's equipment becomes lodged in the pipeline, the CONTRACTOR will notify the CITY as soon as possible, and take all necessary steps for removal. The CONTRACTOR shall take precautions when removal occurs not to damage the pipelines or cause an overflow. If the equipment must be removed by excavation, the CONTRACTOR will be responsible for all cost incurring for the retrieval of the equipment.

F. Subcontracting: The CONTRACTOR shall own or lease all equipment and employees shall work directly for CONTRACTOR. The CITY will not accept any form of subcontracting for the main scope of work, with the exception of CCTV work. Any other type of subcontracting for any miscellaneous services requests shall be subject to approval by the CITY.

G. Work Order Completion Data Input: The CONTRACTOR shall enter/input information for completed work order into CITY's Asset Management Software and/or update CITY's GIS software. The typical information required includes actual start date, actual finished date, work status (completed, in progress, on hold, etc.), comments, completed check sheets, and photographs. CITY may also provide CONTRACTOR with access to data collection app for asset data to be updated on mobile device. Work Order Completion data input shall be entered no later than 7 days after the actual performance of the work order or service request. If electronic work order system is down, the information should be provided in an electronic format agreed to by CITY and CONTRACTOR. Written reports to the CITY will only be accepted when requested by the CITY.

H. Disposal of Waste Debris: The CONTRACTOR is responsible for the safe removal and disposal of all debris in accordance with all Federal, State, and local codes, regulations, and statutes, including those specific to hazardous materials.

CONTRACTOR shall not mix hazardous and non-hazardous wastes. The CONTRACTOR shall assume all liability and all applicable costs. Additionally, the CONTRACTOR shall not mix wastes from other entities being serviced by the CONTRACTOR with CITY wastes, except when disposing at an approved disposal facility. CONTRACTOR is

responsible for the cost of required permits and the disposal of the waste debris. Disposal fees (user fees) including testing fees for disposal are the responsibility of the CONTRACTOR. CONTRACTOR shall accurately record transport activity via shipping manifests.

I. Travel: The cost of travel shall be included in the proposal prices. Payment of services that requires hourly billing shall be based on actual time spent performing the services. Travel time is non-billable.

J. Response Time:

1. 24/7 Contact Number. The CONTRACTOR shall maintain a telephone number which is monitored 24 hrs. per day 7 days per week.

2. The CONTRACTOR shall maintain an active e-mail to receive work orders 24 hrs. per day 7 days per week.

3. For emergency callouts, the CONTRACTOR shall respond within one half hour (30 minutes) of the first call made to the 24/7 Contact Number and commence work within One (1) hour of notification.

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SECTION 4 – STANDARDS OF WORK

4.1. Intent

A. Supervision and Responsibility. The CONTRACTOR shall enforce strict discipline and good order among his employees and shall not employ unfit or unskilled personnel for Work assignments. Unsatisfactory work by personnel who are considered by the CITY's representative as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from the CITY and shall not be employed to perform the Work thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the Work. The CONTRACTOR shall operate a drug free workplace.

B. Uniforms. CONTRACTOR shall provide all employees with color coordinated uniforms that shall meet the CITY's public image requirements and be maintained by CONTRACTOR so that all personnel are neat, clean and professional in appearance at all times. Non- uniform clothing will not be permitted, including for new employees.

C. Vehicles. CONTRACTOR shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1½" letters.

D. Equipment Safety. CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the CITY may direct the CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the CITY. The CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.

E. Discovery and Notification. If the CONTRACTOR discovers damages, vandalism or theft, the CONTRACTOR shall immediately notify the CITY of same, and shall file a police report of the occurrence.

F. Damages. The CONTRACTOR will perform all work in a manner that minimizes road hazards for the motoring public. All reasonable precautions will be taken to protect public and private property, such as sidewalks, pavement, lawns, fences, bushes, trees, shrubs, buildings, and other property from undue damage. If the CITY determines that CONTRACTOR has unnecessarily damaged or destroyed property, it shall be repaired or replaced to the satisfaction of the CITY at the CONTRACTOR'S expense.

G. All accidents occurring on the job which damage public or private property, or result in injuries to workers or other persons, or damage to utilities shall be promptly reported to the CITY.

4.2. Products

CONTRACTOR shall specify the products and materials for use and shall be in accordance with the specifications noted in Section 3.

4.3. Level of Service

A. The CONTRACTOR shall be responsible for all aspects of the work. CONTRACTOR shall commit the necessary resources and estimated time to complete each job to the satisfaction of the CITY. The amount and scheduling of work will fluctuate, and the CITY does not guarantee any certain amount of work during a given time. The CONTRACTOR understands that staffing may have to be adjusted; accordingly. However, it is anticipated that the CONTRACTOR will have work to perform within the CITY during normal business hours.

B. Work Orders for Scheduled Maintenance Work (Preventative Maintenance): The CITY reserves the right to authorize single or multiple work orders at any time based on the need identified by CITY staff throughout the contract period. Work orders are tasks that may contain one or more locations. Work orders may be issued at different times during the overall contract period. Payment shall be made based upon the bid item unit rates for each task. Each work order will identify duration to complete the task. If CONTRACTOR requires additional time to complete the scope identified in the work order, based on field conditions, the CONTRACTOR shall identify the additional time needs and request approval from the CITY.

C. Emergency Callouts: See section 3.2.B for emergency callout requirements. The CONTRACTOR will supply staffing, equipment, and needed resources to assist CITY staff address the emergency and will not demobilize or remove resources until the emergency conditions are abated and on-site CITY staff approves demobilization. Invoicing and payment for emergency work shall be made based upon the bid item unit rates for each task assigned.

D. Access: The CONTRACTOR shall visit job site and become familiar with all current field conditions affecting access to work location and make provisions as to the cost thereof. The CONTRACTOR shall take photographs or videos of the jobsite prior to start of assigned work. Existing field conditions for accessing the required work areas shall be verified by the CONTRACTOR prior to submitting their bid. If any unusual conditions or discrepancies are found, CONTRACTOR shall immediately notify the CITY.

E. Fee Schedule: The proposed amount for each unit item in the Fee Schedule (Exhibit B) shall be inclusive of all the costs to complete the work within the proposed completion time.

F. The CONTRACTOR shall not store any equipment overnight on CITY property unless authorized by the CITY.

G. The CONTRACTOR shall ensure all equipment safety devices recommended by the

manufacturer are installed and properly maintained.

H. The CONTRACTOR shall ensure to park vehicles and equipment on the right-of-way, as close as possible to the right-of-way line and always outside of the applicable clear zone. Conduct service and supply operations as close to the right-of-way line as possible. Do not park equipment in the median, regardless of the width of the median, unless movement from the work area is determined by the CITY to be prohibitive.

I. All landscaping is designated to remain. All landscaping within 5 feet of construction activities shall be protected as per City Landscaping Standard. CONTRACTOR shall not stage or operate equipment within the dripline of trees.

J. The CONTRACTOR is responsible for any damage or interrupted service to existing structures, utilities, services, roads, surrounding property, real estate, vehicles, sidewalks, trees, shrubbery, traffic signals equipment and street name signs during performance of required work and shall repair such damage to the satisfaction of the CITY, at no expense to the CITY. It is recommended to install plywood or matting in swale areas to prevent damage of sod from equipment tires.

K. All accidents occurring on the job which damage public or private property, or result in injuries to workers or other persons, or damage to utilities shall be promptly reported to the CITY.

L. Any incidental item of material, labor or detail required for the proper completion of the work omitted from these specifications but obviously required by governing laws, local regulations, trade practices or good workmanship shall be provided without extra charge even though not specifically detailed or mentioned.

M. The CONTRACTOR shall maintain a clean and safe work environment.

N. The CONTRACTOR shall keep the premises free from accumulation of waste materials, rubbish and other debris resulting from the work. After completion of the work the CONTRACTOR shall remove all waste materials and debris from the worksite.

O. At all times CONTRACTOR shall take precautionary measures to prevent fire hazards and spontaneous combustion.

4.4. Liquated Damages

If, in the opinion of the City Manager there has been a breach of Agreement, the City Manager shall notify the CONTRACTOR, in writing, specifying the basis and reason in which there has been a breach of Agreement. In the event of a breach by CONTRACTOR, CONTRACTOR shall be liable for liquidated damages as provided below in this Section. Unless otherwise provided in this Section 3.4, there shall be no cure period to avoid the consequences of a breach.

Liquidated damages not a penalty. CONTRACTOR agrees that the amount of liquidated damages assessed pursuant to this Section 4.8 is reasonable and does not constitute a penalty. The parties

recognize the difficulty of proving the loss or damage suffered by the CITY due to CONTRACTOR's breach. CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

A. Delays

i. Routine Maintenance: Failure to complete scope of work tasked within the time limits indicated in the Work Order shall result in liquidated damages in the amount of One Hundred Dollars ($100.00) for each day of delay.

ii. Emergency Callouts: Failure to commence emergency repairs within one (1) hour of notification shall result in liquidated damages in the amount of Two Hundred Fifty Dollars ($250.00) for each additional hour of delay.

B. Failure to Respond

Failure to respond to emergency phone calls from CITY staff within 30 minutes of the first call made to the contact number listed for emergency response shall result in liquidated damages due to the CITY in the amount of Five Hundred Dollars ($500.00) per each instance.

Consistent failure by CONTRACTOR to respond to Emergency repairs and scheduled maintenance within the required response times may, place the CONTRACTOR in breach of the Agreement. Consistent failure to respond is defined as not responding within the required response time on two out of four consecutive occurrences.

4.5. Work Order Completion Information Input

CONTRACTOR shall be responsible to provide information on completed work for a report to the CITY's Work Order and Asset Management Software. The typical information required include but is not limited to: description of service, date serviced, CITY contract #, location, CITY asset serviced and hours or cost for service. Work Order Completion data input shall be entered no later than 5 working days after the actual performance of the work order or service request. All work orders entered by the CONTRACTOR shall be reviewed by the CITY and the work order closed by the CITY only after completion of the service is verified. Services or work performed by the CONTRACTOR shall not be considered completed and eligible for payment by the CITY until the Work Order Completion Information is entered into the CITY's Work Order System.

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SECTION 5 – STANDARDS OF CONTRACTOR

5.1. Intent

CONTRACTOR is an independent contractor and the individuals assigned to work for CITY by CONTRACTOR are subject to the approval of CITY and shall not be CITY employees. CONTRACTOR must be fully licensed with all required State and/or local government licenses and permits and shall comply with all Federal, State and local laws, rules, practices and regulations.

5.2. Facilities

CITY reserves the right to inspect CONTRACTOR'S facilities at any reasonable time, during normal work hours, without prior notice to determine that CONTRACTOR has a bona fide place of business and is a responsible CONTRACTOR.

5.3. Identification

CONTRACTOR will not use or create any badge containing CITY'S name, seal, logo, or any other reference thereof for identification. CONTRACTOR shall use only a CITY issued identification badge.

5.4. Relationship Contact

CONTRACTOR shall maintain at a minimum one relationship contact for this contract who will respond to specific CITY requests, twenty-four hours a day, seven days a week, including all public holidays. The relationship contact shall be available by cellular telephone and shall be expected to visit the work site as requested by CITY. The relationship contact shall be able to manage all facets of the contract. The relationship contact must be fluent in English and have excellent communication skills and be capable of directing all regular maintenance and additional services and coordinating these with CITY. The relationship contacts shall use his/her experience and training to prevent, detect and control adverse conditions by physically inspecting the work area regularly.

5.5. Experience

CONTRACTOR shall have a minimum of five (5) years of experience from the date that this RFP is issued, in providing vacuum cleaning and jetting services for stormwater infrastructure for government agencies with infrastructure similar in scope, size and complexity as those owned and managed by the CITY, CONTRACTOR shall have a primary or branch office in Miami- Dade, Broward or Palm Beach County, Florida.

5.6. Safety Precautions and Programs

A. The CONTRACTOR shall be responsible for initiating, maintaining and supervision all safety precautions and programs in connection with the performance of the Contract.

B. In the event the CONTRACTOR encounters on the Project site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) that has not been rendered harmless, the CONTRACTOR shall immediately stop Work in the area affected and report the condition to the CITY in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the CITY and CONTRACTOR if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered

harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the CITY and CONTRACTOR.

C. The CONTRACTOR shall not be required to Work in an area on the Project site that contains asbestos or polychlorinated biphenyl (PCB).

5.7. Safety of Persons And Property

A. The CONTRACTOR shall take responsible precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

i. employees at the Project site and other persons who may be affected thereby;

ii. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the CONTRACTOR or the CONTRACTOR's Subcontractors or Sub-subcontractors; and

iii. other property at the Project site or adjacent thereto, such as trees, shrubs, lawns, walks, relocation or replacement in the course of construction.

B. The CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property for their protection from damage, injury or loss.

C. The CONTRACTOR shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

D. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the CONTRACTOR shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

E. The CONTRACTOR shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Section caused in whole or in part by the CONTRACTOR, a Subcontractor, a Sub- subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the CONTRACTOR is responsible except damage or loss attributable to acts or omissions of the CITY or CONTRACTOR or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the CONTRACTOR. The foregoing obligations of the CONTRACTOR are in addition to the CONTRACTOR's obligations.

F. The CONTRACTOR shall designate a responsible member of the CONTRACTOR's organization at the Project site whose duty shall be the prevention of accidents. This person

shall be the CONTRACTOR's Superintendent unless otherwise designated by the CONTRACTOR in writing to the CITY and CONTRACTOR.

5.8. Performance Evaluation

CITY shall meet with CONTRACTOR every six months to review CONTRACTOR'S performance. Any instances of poor performance shall be documented in writing to CONTRACTOR followed by a written commitment from CONTRACTOR to resolve the issues in a timeframe agreed to by CITY and CONTRACTOR.

5.9. Subcontracting Work

A. Award of Subcontracts and Other Contracts for Portions of Work. CONTRACTOR shall furnish in writing to CITY the names of persons or entities proposed for each principal portion of the work. In addition, CONTRACTOR shall not change subcontractors performing any portion of the work required by this Agreement without prior written approval by CITY.

CONTRACTOR shall be responsible and liable to CITY for all work performed by the Subcontractors or their employees, agents or CONTRACTORS, pursuant to this Agreement.

B. Sub-contractual Relations. By listing the names of each as set forth in Exhibit "C", attached hereto and made a part hereof, CONTRACTOR shall require each subcontractor, to the extent the work to be performed by the subcontractor, to be bound to CONTRACTOR by terms of the Agreement, and to assume toward CONTRACTOR all the obligations and responsibilities which CONTRACTOR, by this Agreement, assumes toward CITY. Each sub- contract agreement, between CONTRACTOR and a subcontractor, shall preserve and protect the rights of CITY under the Agreement with respect to the work to be performed by the subcontractor so that subcontracting thereof shall not prejudice the rights, and shall allow the subcontractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against CONTRACTOR that CONTRACTOR, by the Agreement, has against CITY.

C. Where appropriate, CONTRACTOR shall require each subcontractor to enter into similar agreements with the subcontractors. CONTRACTOR shall make available to each proposed subcontractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the subcontractor shall be bound, and upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed subcontractors.

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SECTION 6 – STANDARDS OF LABOR AND MATERIALS

6.1. General

The CONTRACTOR shall furnish all labor, supervision, materials, equipment, supplies, tools, safety measures, maintenance of traffic and services required to perform vacuum cleaning and jetting services for stormwater services throughout the City of Aventura.

For all Items listed in Exhibit B, Fee Schedule, the unit price shall include materials, labor, supervision, equipment, mobilization cost, and Maintenance of Traffic (MOT).CONTRACTOR shall provide a sufficient number of supervised staff to complete the duties stated within the Agreement.

6.2. Personnel

CONTRACTOR shall provide a sufficient number of supervised staff to complete the duties stated within the Agreement.

Prior to working in CITY, all managers and employees of CONTRACTOR, any independent CONTRACTORS, and any subcontractors shall be required to undergo background checks. A thorough State and national background check that identifies an individual's entire criminal history shall be conducted in accordance with Section 943.0438, Florida Statutes and all other applicable law.

A Level 1 background check shall be conducted on new employees prior to employment and on each employee at least once every three years. All background check related costs shall be the sole responsibility and expense of CONTRACTOR. Prior to the beginning of the contract term and at the beginning of each CITY fiscal year (beginning October 1st) CONTRACTOR shall submit written certification to CITY that CONTRACTOR has complied with CITY'S requirement regarding background checks on all employees. The certifying document shall be signed by the authorized officer of the corporation. Should an employee begin service with CONTRACTOR after the commencement of the Agreement, during a CITY fiscal year, CONTRACTOR shall, as soon as reasonably possible, submit a supplemental certifying document regarding a background check on the new employee. Maintenance, ownership, and control of all background check records and information generated, received, possessed and stored shall be the sole responsibility of CONTRACTOR, and shall be retained for a period of not less than three years. Failure to perform a state and national criminal background check in accordance with the rules above shall be cause for termination of the Agreement.

CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of CONTRACTOR whose work is unsatisfactory to CITY or who are considered by CITY'S representative as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement.

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6.3. Equipment

CONTRACTORS shall provide a comprehensive list of all equipment currently owned or leased.

A. Vehicles: CONTRACTOR shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1 ½" letters.

B. Equipment Safety: CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, CITY may direct CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of CITY. CONTRACTOR shall use any safety equipment and measures including, but not limited to, caution tape, snow fence, cones, rebar with caps, stakes, plywood, arrow boards, message boards, and signs, as directed by CITY to provide a safe environment in working areas. CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.

C. Storage: CITY shall not provide facilities at which CONTRACTOR may store equipment unless authorized by CITY. CONTRACTOR shall be responsible for mobilization and setup, and demobilization and breakdown, each day.

6.4. Supervision and Responsibility of Contractor

A. The CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him.

B. The CONTRACTOR is responsible for any damage or interrupted service to existing structures, utilities, services, roads, surrounding property, real estate, vehicles, sidewalks, trees, sod and shrubbery resulting from performing this work and shall repair such damage to the satisfaction of the CITY, at no expense to the CITY.

C. The CONTRACTOR is responsible for all cost of disposal and any cleanup costs incurred due to improper use, handling, or disposal of parts, materials and fluids.

D. CONTRACTOR must take all precautions not to damage the surrounding landscaping area. Any damages to the landscape caused by use of equipment or cleaning chemical will be the responsibility of the CONTRACTOR to replace to existing or better conditions.

E. Subcontractors, employees or independent contractors of the CONTRACTOR whose work is unsatisfactory to the CITY or who are considered by the CITY'S representative as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from the CITY and shall not be employed to perform the work thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the work. The CONTRACTOR shall operate a drug free workplace.

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F. Supervisor – The CONTRACTOR shall maintain a Supervisor for this project, and such supervisor shall be available by cellular telephone at all times. The Supervisor shall be able to manage all facets of the project for the CONTRACTOR. The Supervisor must be fluent in English, have excellent communication skills and be capable of directing all regular services and additional services (if required) and coordinating these with the designated CITY representative.

G. Employee/Independent Contractor's Performance - The CONTRACTOR shall employ (or contract with) personnel competent to perform the work specified herein. The CITY reserves the right to request the removal of a CONTRACTOR'S employee/independent contractor from performing maintenance on the CITY'S grounds where such employee's/independent contractor's performance or actions are obviously detrimental to the program.

H. Uniforms - CONTRACTOR shall provide all employees with color coordinated uniforms that shall meet the CITY'S public image requirements and be maintained by CONTRACTOR so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing will not be permitted, including for new employees. Safety vests must be worn at all times.

I. Vehicles - CONTRACTOR shall keep all vehicles and equipment in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1 ½" letters.

J. Maintenance of Traffic – CONTRACTOR shall be responsible for proper maintenance of traffic (M.O.T.) at all times. Cones and proper signage must be used to stage vehicles and equipment and to protect works on or near roadways.

K. Equipment Safety - CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the CITY may direct the CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the CITY. The CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.

L. Storage - The CONTRACTOR shall be responsible for the safe storage of all materials and equipment at CONTRACTOR'S sole expense.

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SECTION 7 – STANDARDS OF PERFORMANCE & PAYMENT SECURITY

7.1. Security Requirements

A. Within fourteen days of the Notice of Award by CITY Council, CONTRACTOR shall furnish to CITY performance & payment security in an amount equal to $100,000 or 100% of the total annual cost (whichever is greater) as security for the faithful performance of Agreement and for the payment of all persons performing labor and/or furnishing materials in connection with the Agreement. Bond shall be submitted on Exhibit D provided in the Agreement. The condition of this obligation is such that, if CONTRACTOR shall promptly and faithfully perform the Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

B. The performance & payment security shall be in the form of a cashier's check payable to "City of Aventura" and drawn on a bank, authorized to do business in the State of Florida, or a surety bond issued by a surety company meeting the qualifications stated in this Section. A copy of the cashier's check or surety bond shall be attached as Exhibit D.

C. The surety company issuing the surety bond shall fulfill each of the following provisions, and CONTRACTOR shall provide evidence to document such fulfillment:

i. The surety company is licensed to do business in the State of Florida.
ii. The surety company holds a valid certificate of authority, authorizing it to write surety bonds in the State of Florida.
iii. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
iv. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
v. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
vi. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
vii. The bond shall be issued by a Florida resident agent.
viii. A surety bond shall be executed by a surety company of recognized standing having been in business with a record of successful continuous operation for at least five years.
ix. The surety company shall meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII" and shall have at least a minimum

policyholders rating of A- Class VII or higher. In the event that the **SURETY COMPANY'S RATING SHALL DROP, THE SURETY COMPANY SHALL IMMEDIATELY** notify CITY.

x. All surety companies are subject to review and approval by CITY and may be rejected without cause. All bonds signed by an agency shall be accompanied by a certificate of authority to act.

D. Duration of Security: Performance & payment security shall remain in force until expiration. If the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.

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SECTION 8 – GENERAL CONDITIONS

8.1. Notice to Commence
No work shall commence until the Notice of Commencement is issued by CITY.

8.2. Exemption Prohibition
CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting any provisions of this Agreement.

8.3. Failure to Comply with Provisions
CONTRACTOR agrees and acknowledges that CONTRACTOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

8.4. Additional Services
If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of CITY Commission.

8.5. Compensation

A. The amount of compensation payable by CITY to CONTRACTOR shall be based upon the prices as set forth in Exhibit B, attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Agreement.

B. CONTRACTOR may submit an invoice for compensation, developed and agreed upon by City Manager and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.

C. Notwithstanding any provision of this Agreement to the contrary, the City Manager may withhold, in whole or in part, payment to the extent necessary to protect CITY from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City Manager. The amount withheld shall not be subject to payment of interest by CITY.

D. Payment shall be made to CONTRACTOR in accordance with the local government prompt payment act as stipulated in part VII of Chapter 218, Florida Statutes, by check, electronic funds transfer (EFT), e-pay or p-card, or other method as determined by CITY in its sole discretion.

E. Beginning on October 1, 2025 and each October 1st thereafter, CONTRACTOR shall receive an annual adjustment in the rates established in the Rate Structure provided in Exhibit B. The annual adjustments to costs in Exhibit B shall be based on the annual change in the February Consumer Price Index - All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale-West Palm Beach Area, 1982-84=100, Series ID: CUURS35BSA0, CUUSS35BSA0 (the "CPI"), except that the annual adjustment to the costs shall not exceed 5% (increase or decrease). The CPI is available from the United States Department of Labor, Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.

F. The CONTRACTOR's performance will be reviewed collaboratively with the CITY on a quarterly basis during each contract year. The CITY will issue a scorecard at the end of each quarter of the contract year based upon the performance metrics outlined herein.

G. Taxes: CONTRACTOR shall not be entitled to CITY'S tax-exempt benefits.

8.6. Verbal Agreements

A. No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or CONTRACTOR.

B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of CITY Commission.

8.7. No Contingency Fees

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, Commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

8.8. Assignment; Non-transferability of Agreement

A. The Agreement shall not be assigned or transferred. If CONTRACTOR is, or may be, purchased by or merged with any other corporate entity during the Agreement, the Agreement may be terminated as a result of such transaction. The CITY Manager shall determine whether an Agreement is to be terminated in such instances.

B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of CONTRACTOR, or the sale of a controlling interest in CONTRACTOR, or any similar transaction, CONTRACTOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.

8.9. Compliance with Applicable Laws

CONTRACTORS are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being provided in this Agreement. Lack of knowledge of CONTRACTOR shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof.

8.10. Familiarity with Laws and Ordinances

CONTRACTOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If CONTRACTOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

8.11. Advertising

CONTRACTOR agrees not to use this Agreement as a part of any advertising or CONTRACTOR sponsored publicity without the express written approval of CITY Manager or designee.

8.12. Indemnification

A. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.

B. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.

C. CONTRACTOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of

infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR shall defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.

D. CONTRACTOR acknowledges that specific consideration has been paid or shall be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.

E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CITY Manager and CITY Attorney, any sums due to CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

8.13. Miscellaneous

A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

B. Audit and Inspection Rights, Retention of Records:

i. CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

ii. CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement. Such records and accounts shall be kept after completion of the work provided for in this Agreement, for at a minimum, the retention period required by the Florida Public Records Act (Chapter 119, Florida Statutes) and by item 340, Disbursement Records: Detail, of the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies, as may be promulgated from time to time. Such books and records shall be available at all reasonable times for examination and audit by CITY.

iii. Such retention of such records and documents shall be at CONTRACTOR'S expense.

iv. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is

determined by CITY to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.

v. CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.

vi. CONTRACTOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for CONTRACTOR'S services.

C. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

i. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

ii. Upon request by the CITY's records custodian, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.

iv. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by CONTRACTOR shall be delivered to the CITY in a format that is compatible with the CITY's information technology systems. Once the public records have been delivered to the CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

v. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 466-8901, horvathe@cityofaventura.com OR BY MAIL: City of Aventura – Office of City Clerk, 19200 West Country Club Drive, Aventura, Florida 33180.

D. Policy of Non-Discrimination: CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

E. Public Entity Crime Act: CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, CONTRACTOR or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, proposer, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

F. Third Party Beneficiaries: Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

G. Notices: Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States mail postage, prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY: Ronald J. Wasson
City Manager
City of Aventura
19200 West Country Club Drive

Aventura, Florida 33180

With a copy to: Robert Meyers, Esq.
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2255 Glades Road, Suite 200E
Boca Raton, Florida 33431

CONTRACTOR: EnviroWaste Services Group, Inc.
18001 Old Cutler Road, Suite 643
Palmetto Bay, Florida 33157

H. Conflicts: Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.
   i. CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
   ii. In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.

I. Materiality and Waiver of Breach: CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

J. Severance: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.

K. Joint Preparation: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

L. Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 8 of this Agreement shall prevail and be given effect.

M. Applicable Law and Venue: Attorney's Fees and Costs: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.

N. Amendments: No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.

O. Prior Agreements: This Agreement and its attachments constitute the entire agreement between CONTRACTOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 8.17 (N) Amendments above.

P. Incorporation by Reference: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.

Q. Multiple Originals: This Agreement may be fully executed in five (5) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.

R. Headings: Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

S. Binding Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

T. Survival of Provisions: Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.

U. Truth-in-Negotiation Certificate: Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

V. Non-Appropriation of Funds: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to CONTRACTOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.

W. Default: In the event of a default by CONTRACTOR, CONTRACTOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.

X. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the CITY requires all contractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.everify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement,

the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

Y. NONCOERCIVE AAFIDAVIT

In accordance with Section 787.06, Florida Statutes, the City requires all vendors executing, renewing or extending a contract with the City to execute the required City affidavit, attesting that vendor does not use coercion for labor or services.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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SECTION 9 – EXHIBIT FORMS

The exhibits located in this section of the Agreement shall be submitted by the Proposer/CONTRACTOR.

[THIS SPACE INTENTIONALLY LEFT BLANK]

ENVIRSER19

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Laura or Yomie	
USI Insurance Services, LLC/CL 201 Alhambra Circle, Suite 900 Coral Gables, FL 33134-5108 305 669-6000	PHONE (A/C, No, Ext): 305 669-6000	FAX (A/C, No): 305-669-6030
	E-MAIL ADDRESS: laura.wilkeson@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Ironshore Specialty Insurance Co	25445
	INSURER B : Federal Insurance Company	20281
	INSURER C : Aspen American Insurance Company	43460
	INSURER D : Nautilus Insurance Company	17370
	INSURER E : Colony Insurance Company	39993
	INSURER F : AXIS Surplus Insurance Company	26620

INSURED	COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
Envirowaste Services Group, Inc 18001 Old Cutler Road, Ste 643 Miami, FL 33157			

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	IEPUW0031119600	07/31/2024	07/31/2025	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	X Bl/PD Ded:$50,000						MED EXP (Any one person)	$25,000
	X ContractorsPollution						PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:						Pollution	$Included
B	AUTOMOBILE LIABILITY	X	X	54326742	07/31/2024	07/31/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR	X	X	XSCUW0031119700	07/31/2024	07/31/2025	EACH OCCURRENCE	$15,000,000
D	X EXCESS LIAB / CLAIMS-MADE	X	X	FFX204422810	07/31/2024	07/31/2025	AGGREGATE	$15,000,000
E	DED / RETENTION $	X	X	EXO4267440	07/31/2024	07/31/2025		$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	54326743	07/31/2024	07/31/2025	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Inland Marine			IM00T6N24	07/31/2024	07/31/2025	Scheduled/Leased/Rented	
F	Excess Liability	X	X	ELZ668779012024	07/31/2024	07/31/2025	Included	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: L-24-139-08.09, Stormwater System Maintenance Services
The General Liability and Automobile Liability policies includes an automatic Additional Insured endorsement that provides Additional Insured status to City of Aventura, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability and Automobile Liability policies contains a special endorsement with
(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
City of Aventura 19200 West Country Club Drive Aventura, FL 33180	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Primary and Noncontributory wording, when required by written contract. The General Liability, Automobile Liability and Workers Compensation policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law. Excess policy follows form under the General Liability, Employers Liability, and Commercial Auto Liability. The General Liability and Automobile Liability Policies include an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

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IRONSHORE
A Liberty Mutual Company

IRONSHORE SPECIALTY INSURANCE COMPANY
Mailing Address:
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEPUW0031119600 **Effective Date of Endorsement:** July 31, 2024
Insured Name: Envirowaste Services Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)
CONTRACTORS ENVIRONMENTAL LEGAL LIABILITY (CELL)
ENVIRONMENTAL PROTECTIVE INSURANCE COVERAGE PACKAGE (EPIC PAC)
ENVIRONMENTAL EXCESS LIABILITY (EEL)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following are added to **Item 1.** of the Declarations as Named Insureds:

1. Altair Environmental Group, LLC
2. Envirowaste Holding Corp.
3. EWSG of GA, LLC
4. EWSG of NC, LLC dba Jaamco Drain Cleaning
5. Industrial Vacuum Services, Inc.
6. IVAC of FL, LLC
7. IVAC of The Carolinas, LLC
8. KRG Utility, Inc.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

MANUSCRIPT: Named Insured

Docusign Envelope ID: F5086400-8109-4C43-94D9-6C871C78C26E

IRONSHORE
A Liberty Mutual Company

IRONSHORE SPECIALTY INSURANCE COMPANY
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEPUW0031119600
Insured Name: Envirowaste Services Group, Inc.

Effective Date of Endorsement:
July 31, 2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)
Blanket where required by written contract

1. Solely as respects **SECTION I – COVERAGES, COVERAGE PART I – Coverage Specific Insuring Agreements and Exclusions, Coverages A, B, C, F and G** and **SECTION I – COVERAGES, COVERAGE PART II – MISCELLANEOUS COVERAGES, Coverage A, SECTION II – WHO IS AN INSURED,** Paragraph **4.a.** is amended to include as an additional insured(s), the person(s) or organization(s) designated in the Schedule of this Endorsement, but only with respect to liability for **bodily injury, property damage, environmental damage** or **personal and advertising injury** caused, in whole or in part, by your ongoing operations for such additional insured.

2. With respect to the insurance afforded to such additional insured(s) designated in the Schedule of this Endorsement, **SECTION I – COVERAGES, COVERAGE PART I – Common Exclusions** is amended to add the following exclusion:

   This insurance does not apply to any **bodily injury, property damage** or **environmental damage** occurring after:

   (1) All work, including materials, parts or equipment furnished in connection with such work, on a project (other than service, maintenance or repairs) to be performed by or on behalf of such additional insured(s) at the **location** of the covered operations has been completed; or

   (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. With respect to the insurance afforded to such additional insured(s) designated in the Schedule of this Endorsement, **SECTION I – COVERAGES, COVERAGE PART II – MISCELLANEOUS COVERAGES, Coverage A: Personal and Advertising Injury Liability,** Paragraph **2. Exclusions** is amended to include the following exclusion:

This insurance does not apply to **personal and advertising injury** occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on a project (other than service, maintenance or repairs) to be performed by or on behalf of such additional insured(s) at the **location** of the covered operations has been completed; or

(2) That portion of your work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

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IRONSHORE
A Liberty Mutual Company

IRONSHORE SPECIALTY INSURANCE COMPANY
Mailing Address:
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEPUW0031119600 **Effective Date of Endorsement:** July 31, 2024
Insured Name: Envirowaste Services Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)
CONTRACTORS ENVIRONMENTAL LEGAL LIABILITY (CELL)
ENVIRONMENTAL PROTECTIVE INSURANCE COVERAGE PACKAGE (EPIC PAC)
ENVIRONMENTAL EXCESS LIABILITY (EEL)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following are added to **Item 1.** of the Declarations as Named Insureds:

1. Altair Environmental Group, LLC
2. Envirowaste Holding Corp.
3. EWSG of GA, LLC
4. EWSG of NC, LLC dba Jaamco Drain Cleaning
5. Industrial Vacuum Services, Inc.
6. IVAC of FL, LLC
7. IVAC of The Carolinas, LLC
8. KRG Utility, Inc.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

MANUSCRIPT: Named Insured

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IRONSHORE
A Liberty Mutual Company

IRONSHORE SPECIALTY INSURANCE COMPANY
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEPUW0031119600
Insured Name: Envirowaste Services Group, Inc.

Effective Date of Endorsement:
July 31, 2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)
Where required by written contract

Solely as respects **SECTION I – COVERAGES, COVERAGE PART I – Coverage Specific Insuring Agreements and Exclusions, Coverages A, B, C, F and G** and **SECTION I – COVERAGES, COVERAGE PART II – MISCELLANEOUS COVERAGES, Coverage A, SECTION II – WHO IS AN INSURED**, Paragraph **4.e.** is amended to include as an additional insured(s), the person(s) or organization(s) designated in the Schedule of this Endorsement, but only with respect to liability for **bodily injury, property damage, environmental damage or personal and advertising injury** caused, in whole or in part, by **your work** performed for such additional insured(s) and included in the **products-completed operations hazard**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

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IRONSHORE
A Liberty Mutual Company

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Mailing Address:
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEPUW0031119600 **Effective Date of Endorsement:** July 31, 2024
Insured Name: Envirowaste Services Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)
CONTRACTORS ENVIRONMENTAL LEGAL LIABILITY (CELL)
ENVIRONMENTAL PROTECTIVE INSURANCE COVERAGE PACKAGE (EPIC PAC)
ENVIRONMENTAL EXCESS LIABILITY (EEL)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following are added to **Item 1.** of the Declarations as Named Insureds:

1. Altair Environmental Group, LLC
2. Envirowaste Holding Corp.
3. EWSG of GA, LLC
4. EWSG of NC, LLC dba Jaamco Drain Cleaning
5. Industrial Vacuum Services, Inc.
6. IVAC of FL, LLC
7. IVAC of The Carolinas, LLC
8. KRG Utility, Inc.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

MANUSCRIPT: Named Insured

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IRONSHORE
A Liberty Mutual Company

IRONSHORE SPECIALTY INSURANCE COMPANY
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEPUW0031119600 **Effective Date of Endorsement:** July 31, 2024
Insured Name: Envirowaste Services Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED ADDITIONAL INSURED(S) PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)
Where required by written contract

A. **SECTION II – WHO IS AN INSURED,** Paragraph 4.e. is amended to specify the entity indicated in the Schedule above as:

e. Any person or organization, other than a third party carrier, you agree to include as an insured in a written contract, written agreement or permit, but only with respect to **bodily injury, property damage, environmental damage,** or **personal and advertising injury** caused, in whole or in part, by your operations, **your work,** equipment or premises leased or rented by you, or **your products** which are distributed or sold in the regular course of a vendor's business, however:

(1) A vendor is not an insured as respects **bodily injury, property damage, environmental damage** or **personal and advertising injury:**

(a) For which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement except that which the vendor would have in the absence of the contract or agreement;

(b) Arising out of any express warranty unauthorized by you;

(c) Arising out of any physical or chemical change in the product made intentionally by the vendor;

(d) Arising out of repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from you, and then repackaged in the original container;

(e) Arising out of any failure to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Arising out of demonstration, installation servicing or repair operations, except such operations performed at the vendor's location in connection with the sale of the product; or

(g) Arising out of products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(2) A manager or lessor of premises leased or rented to you, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects bodily injury, property damage, environmental damage or personal and advertising injury:

(a) Arising out of any occurrence that takes place after the equipment lease expires or you cease to be a tenant; or

(b) Arising out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.

(3) The insurance afforded to such additional insured only applies to the extent permitted by law.

(4) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. **SECTION IV – CONDITIONS**, Condition **18. Other Insurance**, Paragraph a. is amended to specify the entity indicated in the Schedule above as a person or organization you agreed to insure and we will not seek contributions from any such other insurance issued to such person or organization.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

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POLIC M ER 432 742

COMMERCIAL AUTO
16-02-0316 Ed. 10 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

T is endorsement modifies insurance provided under t e following

SI ESS A TO COVERAGE FORM

Wit respect to coverage provided t is endorsement, t e provisions of t e Coverage Form appl unless modified t e endorsement

T is endorsement c anges t e polic effective on t e inception date of t e polic unless anot er date is indicated elow

Named Insured: Envirowaste Services Group, Inc.
Endorsement Effective Date: 7/31/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
W ERE RE IRED WRITTE CO TRACT
Information re uired to complete t is Sc edule, if not s own a ove, will e s own in t e Declarations

T e following is added to Item **Other Insurance** of Item **General Conditions** under Section IV **Business Auto Conditions**

e Regardless of t e provisions of Paragrap a t roug d a ove, for an lia llit arising out of t e owners ip, maintenance, use, rental, lease, loan, ire or orrowing an Insured of a covered auto for w ic an Insured is contractuall o ligated to provide primar insurance coverage to a client, t is Coverage Form will e primar and non contri utor wit respect to t e Persons or Organi ations in t e sc edule, regardless of t e availa llit or e istence of ot er collecti le insurance under an ot er Coverage Form or polic t at applies on a primar asis

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IRONSHORE
A Liberty Mutual Company

IRONSHORE SPECIALTY INSURANCE COMPANY
Mailing Address:
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEPUW0031119600 **Effective Date of Endorsement:** July 31, 2024
Insured Name: Envirowaste Services Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)
CONTRACTORS ENVIRONMENTAL LEGAL LIABILITY (CELL)
ENVIRONMENTAL PROTECTIVE INSURANCE COVERAGE PACKAGE (EPIC PAC)
ENVIRONMENTAL EXCESS LIABILITY (EEL)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following are added to **Item 1.** of the Declarations as Named Insureds:

1. Altair Environmental Group, LLC
2. Envirowaste Holding Corp.
3. EWSG of GA, LLC
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5. Industrial Vacuum Services, Inc.
6. IVAC of FL, LLC
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8. KRG Utility, Inc.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

MANUSCRIPT: Named Insured

Docusign Envelope ID: F5086400-810B-4C43-94D9-6C871C78C26E

IRONSHORE.
A Liberty Mutual Company

IRONSHORE SPECIALTY INSURANCE COMPANY
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEPUW0031119600 **Effective Date of Endorsement:** July 30, 2024
Insured Name: Envirowaste Services Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED ENTITY - WAIVER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

SCHEDULE

Designated Person(s) Or Organization(s)
Where required by written contract

SECTION IV – CONDITIONS, Paragraph **22. Transfer of Rights of Recovery Against Others to Us**, is amended to include the following as respects the designated person(s) or organization(s) indicated in the Schedule above:

In the event of any payment under this policy, we waive our right of recovery against the person(s) or organization(s) indicated in the Schedule above and with whom the insured has waived its right of recovery.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Workers' Compensation and Employers' Liability Policy

Named Insured ENVIROWASTE SERVICES GROUP, INC 11001 OLD CUTLER RD, 1143 PALMETTO BAY, FL 33157-1440	Endorsement Number Policy Number Symbol WCF Number 1432743
Policy Period 7/31/2024 to 7/31/2025	Effective Date of Endorsement 7/31/2024
Issued By (Name of Insurance Company) FEDERAL INSURANCE	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN CONTRACT IN STATES WHERE APPLICABLE
For the states of CA, HT, TX, refer to state specific endorsements.
This endorsement is not applicable in HI, IN, and OH.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.190.1 of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act, K.S.A. 16-1101 through 16-1107 and any amendments thereto, and the Kansas Fairness in Public Construction Contract Act, K.S.A. 16-1901 through 16-1909 and any amendments thereto. According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Authorized Agent

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EXHIBIT B – FEE SCHEDULE

The quantities listed are estimates only and the total expenditures will be based on the City's need and the budgetary limits for each fiscal year. The CONTRACTOR offers the following for providing all labor, materials, equipment, travel, NPDES requirements, Maintenance of Traffic (MOT), and safety requirements, and any other requirements outlined in the contract documents to perform the scope of services. Quantities listed are annual estimates, and The City of Aventura makes no guarantee of a specific volume of work to be performed.

Item No.	Description of Task	Unit	Quantity	Unit Price	Amount
1	Cleaning of stormwater catch basins and inlets	Each	532	$ 225.00	$ 119,700.00
2	Cleaning of stormwater manholes	Each	258	$ 225.00	$ 58,050.00
3	Cleaning of pipes	Linear Feet	60,000	$ 0.01	$ 600.00
4	Vacuum Truck service, with two operators, (M-F, 7am to 5pm)	Hour	100	$ 285.00	$ 28,500.00
5	Vacuum Truck service, with two operators (all other hours)	Hour	100	$ 365.00	$ 36,500.00
6	Well Cleaning	Each	44	$ 1,675.00	$ 73,700.00
7	CCTV Inspection	Linear Feet	1,000	$ 5.75	$ 5,750.00
				Total	$ 322,800.00

Pay Item Notes:

1. Pay Items No.1 and No.2: Refer to Section 3.2.B.1 for scope of work. Unit price is per structure inspected or cleaned.

2. Pay Item No.3: The unit price for item 3 in the bid form shall be regardless of drainage pipe size and pipe construction material.

3. Pay Items No. 4 and No. 5: Refer to Section 3.2.D for emergency callout scope of work. Unit price is per hour and includes actual time spent on-site.

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EXHIBIT C – CONTRACTOR'S SUBCONTRACTORS LIST

CONTRACTOR shall provide a comprehensive list of all sub-contractors (if any) and the work to be performed.

Item No.	Sub-Contractor Company Name and Employer Identification Number	Work to be Performed
1	none, not applicable	
2		
3		
4		
5		
6		
7		

[THIS SPACE INTENTIONALLY LEFT BLANK]

intact INSURANCE surety

PERFORMANCE BOND
(Annual Form)

Bond No. 800181518

KNOW ALL MEN BY THESE PRESENTS, that we, **Envirowaste Services Group, Inc.**, as Principal, and **Atlantic Specialty Insurance Company**, licensed to do business in the State of **New York**, as Surety, are held and firmly bound unto **City of Aventura, Florida** (Obligee), in the penal sum of **Three Hundred Twenty Two Thousand Eight Hundred and 00/100** Dollars (**$322,800.00**), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, effective the **3rd** day of **September , 2024**, and terminating the **3rd** day of **September 2025** , for **STORMWATER SYSTEM MAINTENANCE SERVICES** and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, If Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from **9th** day of **September, 2024** , until **9th** day of **September, 2025** , and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 9th day of September 2024 .

PRINCIPAL **Envirowaste Services Group, Inc.**

WITNESS

Jim Long , Title CEO

ATLANTIC SPECIALTY INSURANCE COMPANY
One State Street Plaza, 31st Fl, New York, NY 10004

WITNESS Ryan Norman

BY: Bradley Mapes , Attorney-In-Fact

SEAL

intact INSURANCE surety

PAYMENT BOND
(Annual Form)

Bond No. 800181518

KNOW ALL MEN BY THESE PRESENTS, that we, **Envirowaste Services Group, Inc.**, as Principal, and **Atlantic Specialty Insurance Company**, licensed to do business in the State of **New York**, as Surety, are held and firmly bound unto **City of Aventura, Florida** (Obligee), in the penal sum of **Three Hundred Twenty Two Thousand Eight Hundred and 00/100** Dollars (**$322,800.00**), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, effective the **3rd** day of **September, 2024**, and terminating the **3rd** day of **September, 2025**, for **STORMWATER SYSTEM MAINTENANCE SERVICES** and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal, its executors, administrators, successors and assigns shall pay all persons who shall have furnished labor or material directly to the Principal for use in the prosecution of the aforesaid work, each of which said persons shall have a direct right of action on this instrument in his/her own name and for his/her own benefit, subject however, to the Obligee's priority, then this obligation to be void; otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from **9th** day of **September, 2024**, until **9th** day of **September, 2025**, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 9th day of September 2024.

PRINCIPAL **Envirowaste Services Group, Inc.**

WITNESS

Jim Long, Title CEO

ATLANTIC SPECIALTY INSURANCE COMPANY

One State Street Plaza, 31st Floor, New York, NY 10004

WITNESS Ryan Norman

BY: Bradley Mapes, Attorney-In-Fact

SEAL 1933

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intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Bradley Mapes, Jodi L. Jennings, Oana R Dimulescu, Ryan Norman, Sarah C. Belcastro, Shana Kae Meyer, Stephen A. Vann,** each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 9th day of September 2024.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

EXHIBIT E – E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☑ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

x Jim Long	09/06/2024
Signature	Date
Jim Long	CEO
Print Name	Title

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An official website of the United States government
Here's how you know

Client Company: ENVIROWASTE SERVICES GROUP INC

ENVIROWASTE SERVICES GROUP INC Profile ACTIVE

Company Information

Company Name

ENVIROWASTE SERVICES GROUP INC

Doing Business As (DBA) Name

ENVIROWASTE SERVICES GROUP INC

Company ID

1222494

Enrollment Date

Aug 31, 2017

Employer Identification Number (EIN)

650829090

Unique Entity Identifier (UEI)

DUNS Number

041117529

Docusign Envelope ID: F5086400-810B-4C43-94D9-6C871C78C26E

Total Number of Employees

100 to 499

NAICS Code

562

Sector

Administrative and Support and Waste Management and Remediation Services

Subsector

Waste Management and Remediation Services

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

18001 OLD CUTLER ROAD
SUITE 554
PALMETTO BAY, FL 33157

Mailing Address

Same as Physical Address

Edit Company Addresses

Hiring Sites

Number of Sites

1

Edit Hiring Sites

Company Access and MOU

ENVIROWASTE SERVICES GROUP INC is Configured to:

Have Employees Managed and Verified by My Company

Memorandum of Understanding

View Current MOU
View MOU Signature Page





EXHIBIT F – AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Nongovernment Entity Name: EnviroWaste Services Group, Inc. ("Vendor")
Vendor FEIN: 65-0829090
Address: 18001 Old Cutler Road, Suite 643
City: Palmetto Bay State: FL Zip: 33157
Phone Number: 877-637-9665 Email Address: INFO@EWSG.com

As a nongovernmental entity executing, renewing, or extending a contract with the City of Aventura, Florida, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), Florida Statutes, coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify that Vendor does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

Written Declaration
Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

x _____	09/06/2024
Signature	Date
Jim Long	CEO
Print Name	Title

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IN WITNESS WHEREOF, the City of Aventura and EnviroWaste Services Group, Inc. have executed or caused their duly authorized representatives to execute this agreement.

CITY OF AVENTURA

By: DocuSigned by: Ronald J. Wasson
Ronald J. Wasson, City Manager

Date: 10/23/2024

Attest:

Signed by: Ellisa L. Horvath
Ellisa L. Horvath, MMC, City Clerk

Date: 10/23/2024

Approved as to legal form:

Signed by: Robert Meyers
City Attorney

Date: 10/23/2024

CONTRACTOR

By: X
EnviroWaste Services Group, Inc.

Printed Name: Jim Long

Title: CEO

Date: