

ATTACHMENT A
CONTRACT

THIS AGREEMENT, made and entered into, this 23 day of Jan, A.D., 2024, by and between the CITY OF HOLLYWOOD, Florida, a municipal corporation of the State of Florida, part of the first part, (hereinafter sometimes called the "CITY"), and

Envirowaste Services Group, Inc.

party of the second part (hereinafter sometimes called the "CONTRACTOR").

WITNESSETH: The parties hereto, for the considerations herein-after set forth, mutually agree as follows:

Article 1. Scope of Work: The CONTRACTOR shall furnish all labor, materials, and equipment and perform all work in the manner and form provided by the Contract Documents, for:

**Inflow/Infiltration (I/I) Program – Excavated Point Repairs
Project No. 7106A**

Article 2. The Contract Sum: The CITY shall pay to the CONTRACTOR, for the faithful performance of the Contract, in lawful money of the United States of America, and subject to additions and deductions as provided in the Contract Documents, as follows:

Based upon the prices shown in the Proposal heretofore submitted to the CITY by the CONTRACTOR, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract being the sum of **One Million Four Hundred Ninety-Four Thousand One Hundred Eighty-Seven Dollars and Fifty Cents (\$1,494,187.50).**

Article 3. Partial and Final Payments: In accordance with the provisions fully set forth in the "General Conditions" of the "Specifications", and subject to additions and deductions as provided, the CITY shall pay the CONTRACTOR as follows:

- (a) On the 15th day, or the first business day thereafter, of each calendar month, the CITY shall make partial payments to the CONTRACTOR on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the CONTRACTOR, less five percent (5%) of the amount of such estimate which is to be retained by the CITY until all work has been performed strictly in accordance with this Agreement and until such work has been accepted by the CITY. The parties' rights and obligations regarding retainage are further specified in Sections 218.735 and 255.078, Florida Statutes, as applicable.
- (b) Upon submission by the CONTRACTOR of evidence satisfactory to the CITY that all payrolls, material bills and other costs incurred by the CONTRACTOR in connection with the construction of the WORK have been paid in full, and also, after all guarantees that may be required in the Specifications have been furnished and are found acceptable by the CITY, final payment on

account of this Agreement shall be made within sixty (60) days after completion by the CONTRACTOR of all work covered by this Agreement and acceptance of such work by the ENGINEER and approved by the CITY.

Article 4. Time of Completion: The CONTRACTOR shall commence work to be performed under this Contract within ten (10) consecutive calendar days after date of written Notice To Proceed and shall fully complete the Contract in accordance within the Contract Documents and meet all intermediate milestone completion dates required after said date of written notice as set forth in the Proposal, as may be modified by Instructions to Bidders, and stated in the Notice to Proceed.

It is mutually agreed between the parties hereto, that time is the essence, and in the event that construction of the WORK is not completed within the Contract Time and per intermediate dates, as may have been modified solely in accordance with the General Conditions of this Contract, that from the compensation otherwise to be paid to the CONTRACTOR, the CITY is authorized and shall retain, for each day thereafter, Sundays and holidays included, the sum set forth in the Supplementary General Conditions of this Contract as liquidated damages sustained by the CITY in the event of such default by the CONTRACTOR, or shall withhold such compensation for actual and consequential damages as may be stated therein or contemplated therefrom.

Article 5. Additional Bond: It is further mutually agreed between the parties hereto, that if, at any time after the execution of this Agreement and the Payment and Performance Bonds required herein for the express purpose of assuring the faithful performance of the Contractor's work hereto attached, the CITY shall deem the surety or sureties' to be unsatisfactory, or, if for any reason, said bonds cease to be adequate to cover the performance of the work, the CONTRACTOR shall, at his expense, within five (5) days after receipt of notice from the CITY furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.

Article 6. Contract Documents: All of the documents hereinafter listed from the Contract and they are as fully a part of the Contract.

Article 7. The rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract shall be not less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the General Wage Decision by the United States Department of Labor for Broward County, Florida that is in effect prior to the date the city issues its invitation for bids. If the General Wage Decision fails to provide for a fringe benefit rate for any worker classification, then the fringe benefit rate applicable to the worker classification shall be the fringe benefit rate applicable to the worker classification with a fringe benefit rate that has a basic hourly wage closest in dollar amount to the worker classification for which no fringe benefit rate has been provided.

Article 8. No additional work or extras shall be performed unless the same be duly authorized by appropriate action of the City.

Article 9. That in the event either party brings suit for enforcement of disagreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

Article 10. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by the City or the Engineer.

Article 11. The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.


Article 12. Contract Term: The initial term of this contract shall be for a period of two (2) years beginning upon the notice to proceed. The CITY may renew this contract twice for two (2) additional one (1) year periods subject to City's option, vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the CITY.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in three (3) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract:

THE CITY OF HOLLYWOOD, FLORIDA
Party of the First Part

By: _____ (SEAL)
JOSH LEVY, MAYOR

ATTEST:



PATRICIA A. CERNY, MMC
City Clerk

7.5.12/1

WHEN THE CONTRACTOR IS A CORPORATION:

Attest:


Secretary

EnviroWaste Services Group, Inc.
(Correct Name of Corporation)

BY:


~~President~~

David L. Orr, SVP and Corporate Secretary

(SEAL)

APPROVED AS TO FORM :

By


DOUGLAS R. GONZALES
City Attorney



APPROVED AS TO FINANCE:

By


DAVID E. KELLER
Financial Services Director

CERTIFICATE

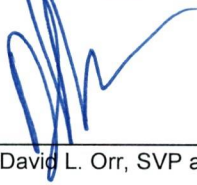
**STATE OF FLORIDA)
COUNTY OF BROWARD)**

I HEREBY CERTIFY that a meeting of the Board of Directors of EnviroWaste Services Group, Inc., a corporation under the laws of the State of Florida, was held on February 1, 2023, and the following resolution was duly passed and adopted:

"RESOLVED, that David L. Orr as SVP President of the corporation, be and he is hereby authorized to execute the contracts on behalf of this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation, this 6th day of October, 2023.



Secretary David L. Orr, SVP and Corporate Secretary

(SEAL)



- END OF SECTION -

Issued in Triplicate

PERFORMANCE AND PAYMENT BOND
(Public Work)
In compliance with F.S. Chapter 255.05(1)(a)

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2), 255.05(8) AND 255.05(10), ARE INCORPORATED IN THIS BOND BY REFERENCE.

Bond No.: SURU 2210002647

CONTRACTOR:

Name: EnviroWaste Services Group, Inc.
Address: 18001 Old Cutler Road, Suite 554
Palmetto Bay, FL 33157

Phone: 305-637-9665

SURETY(S):

Name: Ascot Surety & Casualty Company
Address: 55 W 46th Street
New York, NY 10036

Phone: 646-356-8101

OWNER/CONTRACTING ENTITY:

Name: City of Hollywood, Florida
Address: Department of Public Utilities, Engineering and Construction Division
1621 N 14th Avenue
Hollywood, FL 33022

Phone: 954-921-3930

OBLIGEE: (If contracting entity is different from the entity that owns the public building being constructed)

Name:
Address:

Phone:

Bond Amount: \$1,494,187.50

Project Number: 7106A

Description of Work: Inflow/Infiltration (I/I) Program - Excavated Point Repairs

Project Location: Hollywood, FL

FRONT PAGE

All other Bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be re-printed thereon.

ATTACHMENT A
PERFORMANCE BOND

Bond No. SURU 2210002647

KNOW ALL MEN BY THESE PRESENTS:

That we EnviroWaste Services Group, Inc. 18001 Old Cutler Road, Suite 554 Palmetto Bay, FL 33157 305-637-9665,

	Name	Address	Tel. No.
as Principal, and	<u>Ascot Surety & Casualty Company</u>	<u>55 W 46th Street New York, NY 10036</u>	<u>646-356-8101</u>

	Name	Address	Tel. No.
as Surety, are held and firmly bound unto the City of Hollywood in the sum of			
<u>One Million Four Hundred Ninety Four Thousand One Hundred Eighty Seven and 50/100</u>			
		Dollars (\$	<u>1,494,187.50</u>)

for the payment of said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract, dated the _____ day of _____, 20____ entered into between the Principal and the City of Hollywood, Florida, for the installation of **Inflow/Infiltration (I/I) Program – Excavated Point Repairs, Project No. 7106A.**

A copy of said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall in all respects comply with the terms and conditions of said Contract and his obligations thereunder, including all of the Contract Documents (that include the Introduction, Special Terms and Conditions, Scope of Services, General Terms & Conditions, Submittal Checklist Form, Instructions to Bidders, Proposal, Proposal Bid Form, Basis of Payment, Bid Guaranty Form, Trench Safety Form, Information Required from Bidders, Vendor Reference Forms, Hold Harmless and Indemnity Clause, Non-Collusion Affidavit, Sworn Statement...Public Entity Crimes, Certifications Regarding Debarment... , Drug-Free Workplace Program, Solicitation, Giving, and Acceptance..., Contract, Performance Bond, Payment Bond, General and Supplementary General Conditions, Technical Specifications, Addenda and Drawings), therein referred to and made a part thereof, and such alterations as may be made in said Drawings and Specifications as therein provided for, and shall indemnify and save harmless the City of Hollywood against and from all expenses, damages, injury or conduct, want of care of skill, negligence or default, including patent infringement on the part of said Principal, his agents or employees, in the execution or performance of said Contract, including errors in the Drawings furnished by said Principal, and further, if the Principal shall promptly make payments to all who supply him, with labor and/or materials, used directly or indirectly by the Principal in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, the Principal and Surety, jointly and severally, agree to pay the City of Hollywood any difference between the sum that the City of Hollywood may be obliged to pay for the completion of said work, by Contract or otherwise, and the sum that the City of Hollywood would have been obliged to pay for the completion said work had the Principal properly executed all of the provisions of said Contract, and any damages, whether direct, indirect, or consequential, which the City of Hollywood may incur as a result of the failure of the said Principal to properly execute all of the provisions of said Contract.

AND, the said Principal and Surety hereby further bind themselves, their successors, executors, administrators and assigns, jointly and severally, that they will amply and fully protect the City of Hollywood against, and will pay any and all amounts, damages, costs and judgments which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damage arising from the performance of the said work, repair or maintenance thereof, or the manner of doing the same, or his agents or his servants, or the infringements of any patent rights by reason of the use of any material furnished or work done, as aforesaid or otherwise.

AND, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications and Drawings accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications and Drawings.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

(Witness)

(Signature of Individual)

(Address)

(Printed Name of Individual)

(Witness)

(Address)

WHEN THE PRINCIPAL IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

(Witness)

(Name of Firm)

(Address)

By: _____ (Seal)
(Signature of Individual)

(Witness)

Address

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

(Witness)

(Name of Partnership)

(Address)

By: _____ (Seal)
(Partner)

(Witness)

(Printed Name of Partner)

Address

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:



(Secretary)

EnviroWaste Services Group, Inc.

(Name of Corporation)

By: _____ (Seal)
(Affix Corporate Seal)

DAVID L. ORR

(Printed Name)

SVP AND CORPORATE SECRETARY

(Official Title)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, DAVID L. ORR, certify that I am the
Secretary of the corporation named as Principal in the within bond; that
DAVID L. ORR, who signed the said bond
on
behalf of the Principal was then SVP AND CORPORATE SECRETARY of said
corporation; that I know his signature, and his signature thereto is genuine, and that said
Bond was duly signed, sealed and attested for and on behalf of said corporation by
authority of its governing body.



Secretary

(SEAL)

TO BE EXECUTED BY CORPORATE SURETY

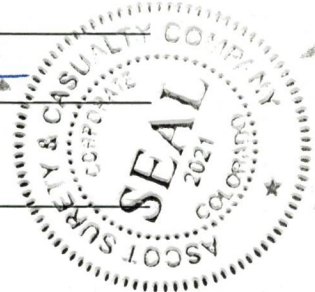
Attest: *Ryan Norman*
(Secretary) Ryan Norman

Ascot Surety & Casualty Company
(Corporate Surety)

55 W 46th Street
(Business Address)
New York, NY 10036

By: *Stephen A. Vann*
(Affix Corporate Seal)

Stephen A. Vann
(Attorney-In-Fact)



Lockton Companies, LLC
(Name of Local Agency)

3280 Peachtree Rd NE, Suite 1000
(Business Address)

Atlanta, GA 30305



Oana Dimulescu
NOTARY PUBLIC
Cobb County, Georgia
My Commission Expires
June 20, 2027

STATE OF ~~FLORIDA~~ GEORGIA

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, Stephen A. Vann to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fact for the Ascot Surety & Casualty Company and that he has been authorized by Ascot Surety & Casualty Company to execute the foregoing bond on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida.

Subscribed and sworn to before me this 2nd day of October, 2023.

Oana Dimulescu
Oana Dimulescu

Notary Public, State of ~~Florida~~ GEORGIA
My Commission Expires: 06/20/2027

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

By *Douglas R. Gonzales*
Douglas R. Gonzales
City Attorney

By *David E. Keller*
David E. Keller
Financial Services Director

- END OF SECTION -

7-7-24

Bond No. SURU 2210002647

SIGNED AND SEALED, this 2nd day of October, 2023.

PRINCIPAL:

EnviroWaste Services Group, Inc.

ATTEST:



(Signature)

V.P. AND CORPORATE SECRETARY

(Title)



(SEAL)

SURETY:

Ascot Surety & Casualty Company

(Surety)

ATTEST:



(Signature)

Ryan Norman

Stephen A. Vann

(Attorney-in-Fact)



APPROVED AS TO FORM:

By

Douglas R. Gonzales
City Attorney

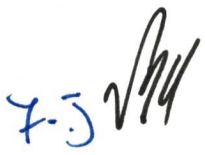


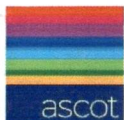
APPROVED AS TO FINANCE:

By

David E. Keller
Financial Services Director

- END OF SECTION -





Ascot Surety & Casualty Company
Ascot Insurance Company
 55 W 46th Street, 26th Floor
 New York, NY 10036

Power of Attorney

KNOW ALL MEN BY THE PRESENTS:

That **Ascot Surety & Casualty Company** and **Ascot Insurance Company**, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint:

Stephen A. Vann, Sarah C. Belcastro, Jodi L. Jennings, Mario Medina, Oana R. Dimulescu and Bradley Mapes

of Atlanta, GA

(city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

Any such obligations in the United States not to exceed \$50,000,000.00

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Officer, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual" and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof;

RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and bonding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or to other contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 19th day of April 2023.



ASCOT SURETY & CASUALTY COMPANY
 ASCOT INSURANCE COMPANY

Matthew Kramer (Chief Executive Officer)

Tara Quigley (Executive Vice President, Surety)

STATE OF CONNECTICUT)
 COUNTY OF FAIRFIELD) ss.

On this 19th day of April 2023, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

KSENIA E GUSEVA
 Notary Public, State of Connecticut
 My Commission Expires June 30, 2024

Notary Public Ksenia E Guseva
 My commission expires on June 30, 2024

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney of certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of the Companies, this 2nd day of October, 2023.

ASCOT SURETY & CASUALTY COMPANY
 ASCOT INSURANCE COMPANY

Jeff Sipos, Secretary