

EXHIBIT "D"

**CONSTRUCTION CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

FOR

BID NO. 2022-021

Sanitary and Storm Sewer Rehabilitation



CITY OF BOCA RATON
201 W. PALMETTO PARK ROAD
BOCA RATON, FL 33432
(561) 393-7871

BID FORM
BID NO. 2022-021
Sanitary and Storm Sewer Rehabilitation
Project: 7121005

TO: CITY OF BOCA RATON

FROM: EnviroWaste Services Group, Inc

18001 Old Cutler Rd, #643 Palmetto Bay, Fl. 33157

(Bidder)

THE UNDERSIGNED BIDDER, as identified on the Signature of Bidder Form, having familiarized himself with the Work required by the Contract Documents, the site where the Work is to be performed, local labor conditions and all laws, regulations, and other factors affecting performance of the Work, and having satisfied himself of the expense and difficulties attending performance of the Work;

HEREBY PROPOSES and agrees, if this Bid for Sanitary and Storm Sewer Rehabilitation, BID NO. 2022-021, is accepted to enter into a Contract in the form attached, to perform all Work, including the assumptions of all obligations, duties and responsibilities necessary to the successful completion of the Contract within the times indicated in the Contract, and to furnish all materials and equipment required to be incorporated in and form a permanent part of the Work, including tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; all the Work necessary to complete construction in place and ready for use, the disposal of all excess materials, repair or replacement of damaged or destroyed property and the final cleaning up of the Work; and to supply all required bonds, insurance and submittals; all as indicated or specified in the bid requirements to be performed or furnished by Bidder for the total bid price of:

Two million four hundred thirty thousand eight hundred thirteen dollars

(\$ 2,430,813.39)

This bid total is the sum of the extended prices as shown on the final Bid Form.

Bidder hereby agrees to commence Work under this Contract within ten (10) days following the date indicated on a Notice to Proceed issued for an individual Work Order and shall execute the Work uninterrupted until fully completed within the project time specifically provided in each individual Work Order. Work Orders may be issued by the City such that they will be performed by the Bidder concurrently.

Bidder represents and hereby states that he/she and his/her subcontractors are familiar and capable to perform such construction.

UNIT PRICES *** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly.***

BID FORM
BID NO. 2022-021
Sanitary and Storm Sewer Rehabilitation

- Bidder hereby certifies that the only person/persons interested in this Bid, as principal or principals, is/are named herein and that no other than herein mentioned has any interest in the Bid; that this Bid is made without connection or arrangement with any other person, company, or parties making a Bid and that the Bid is in all respects fair and made in good faith without collusion or fraud.

The full names and addresses of parties interested in this Bid as principals are as follows or submitted as an attachment _____ Submitted as attachment

Name: EnviroWaste Services Group, Inc	Name:
Address: 18001 Old Cutler Rd, #643	Address:
City/State/Zip: Palmetto Bay, Fl. 33157	City/State/Zip:

- Bidder understands and acknowledges that the City reserves the right to reject all Bids and to waive any informality in Bidding. Bidder agrees that the City may reduce or delete any Work items as deemed necessary or as desired. Such reduction or deletion of Work items shall not constitute a basis for withdrawal of this Bid.
- Bids shall remain valid for a minimum period of ninety (90) calendar days after the day of the Bid opening. Extensions of time when Bids shall remain open beyond the ninety (90) day period may be made only by mutual agreement between City, the Bidder recommended for award, and the surety, if any.
- The Bidder hereby acknowledges the receipt of the following Addenda issued by the City and incorporated into and made part of the Contract Document and that all related costs are included in the Bid submitted. Bidder to acknowledge receipt of each Addenda by filling out the Addendum No. and Date of the Addendum below.

ADDENDUM ACKNOWLEDGEMENT

Addendum No.	Date of Addendum	Addendum No.	Date of Addendum
Addendum No. <u>1</u>	Date <u>9/29/22</u>	Addendum No. _____	Date _____
Addendum No. <u>2</u>	Date <u>10/19/22</u>	Addendum No. _____	Date _____
Addendum No. <u>3</u>	Date <u>10/27/22</u>	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

- It is agreed that the Bid Security attached with the Bid response is to become the property of the City in the event the required Bonds, Insurance and other requested documentation are not provided and the Contract is not executed within the time above set forth by the Successful Bidder.
- Bidder may request return of Bid bond in accordance with Section 100, Item 5.
- Bidders signature on "Signature of Bidder Form" acknowledges that all electronic files as posted on the City of Boca Raton electronic Bidding system for Bid No. 2022-021 constitute the documents governing this Bid/Contract.

BID FORM
SIGNATURE OF BIDDER FORM
BID NO. 2022-021
Sanitary and Storm Sewer Rehabilitation

This form must be signed in the presence of a Notary Public and submitted with the Bid response. The undersigned Bidder certifies that this Bid package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this Bid. *Bidder must submit proof that their firm name is registered with their State of origin and attach with this form.

SIGNATURE OF BIDDER

Name of Bidding Firm*: Enviro Waste Services Group, Inc

Respectfully submitted by:  / Paul Quentel
Authorized Signature / Print Name

Title: CEO
President or other Authorized Officer/Member

Business Address: 1801 Old Cutler Rd, #643
Street Address (P.O. Box Address is not permitted)
Palmetto Bay, Fl. 33157
City, State, Zip

Above Bidder is: Corporation Limited Liability Corporation
 Sole Proprietorship Partnership/Joint Venture

Telephone No. 305-637-9665 Fax No. 305-637-9659

Email Address of Authorized Signature: paulquentel@ewsg.com

Federal ID. No. 65-0829090

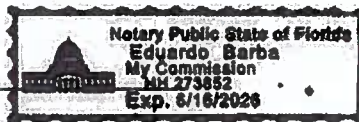
NOTARY: STATE OF: Florida **COUNTY OF:** Miami Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 28 day of October, 20 22, by Paul Quentel, who is personally known to me (or who has produced _____ as identification).

NOTARY PUBLIC SIGNATURE: 

NOTARY NAME, PRINTED, TYPED OR STAMPED:

Commission Number HH273052 My Commission Expires: 6/16/26



BID FORM
BID NO. 2022-021
Sanitary and Storm Sewer Rehabilitation

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
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****Bid Form to be submitted as an excel file per the attached "Bid Form" attachment for Groups A, B, C, D and E.**

BID FORM
BID NO. 2022-021
GROUP A - EXCAVATED POINT REPAIRS

ITEM NO.	DESCRIPTION	QUANTITY AMOUNT	UNIT	UNIT PRICE BID	TOTAL
A1	Point repair, laterals and 6-inch through 10-inch gravity pipe (up to 6 feet in depth)	8	EA	\$ 6,000.00	\$48,000.00
A2	Point repair, laterals and 6-inch through 10-inch gravity pipe (6 to 8 feet in depth)	6	EA	\$ 6,500.00	\$39,000.00
A3	Point repair, laterals and 6-inch through 10-inch gravity pipe (8 to 12 feet in depth)	6	EA	\$ 8,000.00	\$48,000.00
A4	Point repair, laterals and 6-inch through 10-inch gravity pipe (12 to 16 feet in depth)	1	EA	\$ 13,500.00	\$13,500.00
A5	Point repair, 12-inch and 15-inch gravity pipe (up to 6 feet in depth)	1	EA	\$ 8,500.00	\$8,500.00
A6	Point repair, 12-inch and 15-inch gravity pipe (6 to 8 feet in depth)	1	EA	\$ 11,600.00	\$11,600.00
A7	Point repair, 12-inch and 15-inch gravity pipe (8 to 12 feet in depth)	1	EA	\$ 15,500.00	\$15,500.00
A8	Point repair, 12-inch and 15-inch gravity pipe (12 to 16 feet in depth)	1	EA	\$ 20,000.00	\$20,000.00
A9	Point repair, 18-inch through 21-inch gravity pipe (up to 8 feet in depth)	1	EA	\$ 13,000.00	\$13,000.00
A10	Point repair, 18-inch through 21-inch gravity pipe (8 to 12 feet in depth)	1	EA	\$ 16,500.00	\$16,500.00
A11	Point repair, 18-inch through 21-inch gravity pipe (12 to 16 feet in depth)	1	EA	\$ 25,000.00	\$25,000.00
A12	Install lateral connection to lined main (open trench)	6	EA	\$ 600.00	\$3,600.00
A13	Sewer main cleaning and TV inspection (8-inch through 12-inch)	3,000	L.F.	\$ 3.00	\$9,000.00
A14	Sewer main cleaning and TV inspection (15-inch through 21-inch)	1,200	L.F.	\$ 4.00	\$4,800.00
A15	Sewer lateral cleaning and TV inspection from main (up to 30 feet)	24	EA	\$ 350.00	\$8,400.00

BID FORM
BID NO. 2022-021
GROUP A - EXCAVATED POINT REPAIRS

ITEM NO.	DESCRIPTION	QUANTITY AMOUNT	UNIT	UNIT PRICE BID	TOTAL
A16	Sewer lateral cleaning and TV inspection from main (beyond 30 feet)	120	L.F.	\$ 0.01	\$1.20
A17	Sewer lateral cleaning and TV inspection from cleanout (up to 30 feet)	6	EA	\$ 250.00	\$1,500.00
A18	Sewer lateral cleaning and TV inspection from cleanout (beyond 30 feet)	60	L.F.	\$ 0.01	\$0.60
A19	Mechanical root or grease removal (12-inch and smaller)	600	L.F.	\$ 7.00	\$4,200.00
A20	Mechanical root or grease removal (15-inch through 21-inch)	300	L.F.	\$ 10.00	\$3,000.00
A21	Mechanical tuberculation/concrete removal (12-inch and smaller)	300	L.F.	\$ 13.00	\$3,900.00
A22	Mechanical tuberculation/concrete removal (15-inch through 21-inch)	300	L.F.	\$ 18.00	\$5,400.00
A23	Exploratory excavation in grass area (up to 5 feet in depth)	6	EA	\$ 750.00	\$4,500.00
A24	Exploratory excavation in asphalt or concrete area (up to 5 feet in depth)	6	EA	\$ 1,000.00	\$6,000.00
A25	Exploratory excavation (beyond 5 feet in depth)	30	V.F.	\$ 150.00	\$4,500.00
A26	Bypass pumping (6-inch through 10-inch sewer)	20	DAY	\$ 1,000.00	\$20,000.00
A27	Bypass pumping (12-inch and 15-inch sewer)	4	DAY	\$ 2,000.00	\$8,000.00
A28	Bypass pumping (18-inch through 21-inch sewer)	3	DAY	\$ 3,000.00	\$9,000.00
A29	Cleanout installation in grass area (up to 5 feet in depth)	12	EA	\$ 1,500.00	\$18,000.00
A30	Cleanout installation in asphalt area (up to 5 feet in depth)	4	EA	\$ 1,700.00	\$6,800.00
A31	Cleanout installation in concrete area (up to 5 feet in depth)	4	EA	\$ 1,700.00	\$6,800.00

BID FORM
BID NO. 2022-021
GROUP A - EXCAVATED POINT REPAIRS

ITEM NO.	DESCRIPTION	QUANTITY AMOUNT	UNIT	UNIT PRICE BID	TOTAL
A32	Cleanout installation (beyond 5 feet in depth)	18	V.F.	\$ 300.00	\$5,400.00
A33	Cleanout installation (open trench)	4	EA	\$ 750.00	\$3,000.00
A34	Asphalt roadway replacement	300	TON	\$ 150.00	\$45,000.00
A35	Asphalt pavement overlay (1-inch thick)	400	TON	\$ 150.00	\$60,000.00
A36	Concrete sidewalk replacement	40	S.Y.	\$ 150.00	\$6,000.00
A37	Concrete curb and gutter replacement	80	L.F.	\$ 45.00	\$3,600.00
A38	Asphalt driveway replacement	120	S.Y.	\$ 130.00	\$15,600.00
A39	Concrete driveway replacement	120	S.Y.	\$ 150.00	\$18,000.00
A40	Replace concrete slabs and/or aprons	60	S.Y.	\$ 150.00	\$9,000.00
A41	Sod replacement	1,500	S.F.	\$ 3.00	\$4,500.00
A42	Maintenance of traffic - residential street	20	SETUP	\$ 1,500.00	\$30,000.00
A43	Maintenance of traffic - FDOT or City arterial roadway	10	SETUP	\$ 2,000.00	\$20,000.00
A44	Work in rear-yard easement (items A1 through A11)	5	EA	\$ 1,500.00	\$7,500.00
A45	Work in rear-yard easement (items A13 to A15 and A17)	8	EA	\$ 1,500.00	\$12,000.00
A46	Work in rear-yard easement (items A23 to A24 and A29 to A31)	6	EA	\$ 1,500.00	\$9,000.00
A47	Expedited mobilization	6	EA	\$ 2,500.00	\$15,000.00

BID FORM
BID NO. 2022-021
GROUP A - EXCAVATED POINT REPAIRS

ITEM NO.	DESCRIPTION	QUANTITY AMOUNT	UNIT	UNIT PRICE BID	TOTAL
A48-1	Foreman	80	HOUR	\$ 100.00	\$8,000.00
A48-2	Pipe layer	160	HOUR	\$ 100.00	\$16,000.00
A48-3	Laborer	160	HOUR	\$ 100.00	\$16,000.00
A48-4	Backhoe - 3/4-yard combination backhoe front end loader, with operator	60	HOUR	\$ 150.00	\$9,000.00
A48-5	Backhoe - 3/8-yard combination backhoe, front end loader, with operator	60	HOUR	\$ 175.00	\$10,500.00
A48-6	Backhoe - Caterpillar Model 225 or equal, with operator	16	HOUR	\$ 175.00	\$2,800.00
A48-7	Bulldozer - Caterpillar Model D4 or equal, with operator	16	HOUR	\$ 225.00	\$3,600.00
A48-8	Front End Loader, Caterpillar Model 930 or equal, with operator	40	HOUR	\$ 225.00	\$9,000.00
A48-9	Gradeall, Caterpillar, Model 215 or equal, with operator	16	HOUR	\$ 225.00	\$3,600.00
A48-10	Compactor - 10-ton asphalt roller with operator	40	HOUR	\$ 225.00	\$9,000.00
A48-11	Compactor - 4-ton drum, with operator	16	HOUR	\$ 150.00	\$2,400.00
A48-12	Compactor - vibratory plate, with operator	16	HOUR	\$ 100.00	\$1,600.00
A48-13	Generator, mass lighting	16	HOUR	\$ 50.00	\$800.00
A48-14	100 CFM air compressor, hose, and hammer with operator	40	HOUR	\$ 100.00	\$4,000.00
A48-15	Truck - crew truck	80	HOUR	\$ 70.00	\$5,600.00
A48-16	Truck - dump, double axle, with operator	16	HOUR	\$ 250.00	\$4,000.00

BID FORM
BID NO. 2022-021
GROUP A - EXCAVATED POINT REPAIRS

ITEM NO.	DESCRIPTION	QUANTITY AMOUNT	UNIT	UNIT PRICE BID	TOTAL
A48-17	Truck - dump, single axle, with operator	16	HOUR	\$ 125.00	\$2,000.00
A48-18	Truck - flatbed, under 25,000 pounds (GVW) with operator	40	HOUR	\$ 125.00	\$5,000.00
A48-19	Truck - vacuum tank	16	HOUR	\$ 275.00	\$4,400.00
A48-20	4-inch pump with discharge hose	4	DAY	\$ 750.00	\$3,000.00
A48-21	6-inch pump with discharge hose	4	DAY	\$ 1,000.00	\$4,000.00
A48-22	8-inch pump with discharge hose	2	DAY	\$ 2,000.00	\$4,000.00
A48-23	Wellpoint equipment, 0-25 points, complete	4	DAY	\$ 6,500.00	\$26,000.00
A48-24	Wellpoint equipment, Additional 25 points, complete	4	DAY	\$ 2,500.00	\$10,000.00
A48-25	3/4-inch washed rock	20	CY	\$ 50.00	\$1,000.00
A48-26	Mason sand	20	CY	\$ 50.00	\$1,000.00
A48-27	Flowable Fill	20	CY	\$ 150.00	\$3,000.00
A48-28	Density testing	40	EA	\$ 200.00	\$8,000.00
A48-29	Allowance	1	AL		
				\$20,000.00	\$20,000.00
TOTAL BID FOR GROUP "A" - ITEMS A48-1 THROUGH A48-28 INCLUSIVE:					\$846,801.80

NAME OF BIDDER:

EnviroWaste Services Group, Inc.

BID FORM
BID NO. 2022-021
Group B - Manhole Rehabilitation

ITEM NO.	DESCRIPTION	QUANTITY AMOUNT	UNIT	UNIT PRICE BID	TOTAL
B1	Realign, grout and seal manhole casting (in street)	5	EA	\$ 750.00	\$3,750.00
B2	Realign, grout and seal manhole casting (in rear-yard easement)	5	EA	\$ 850.00	\$4,250.00
B3	Install manhole chimney seal	10	EA	\$ 500.00	\$5,000.00
B4	Seal visible infiltration through manhole walls, bench, and invert (brick manhole)	9	EA	\$ 750.00	\$6,750.00
B5	Seal visible infiltration through manhole walls, bench, and invert (concrete manhole)	3	EA	\$ 500.00	\$1,500.00
B6	Repair manhole bench and invert	2	EA	\$ 400.00	\$800.00
B7	Replace manhole bench and invert	2	EA	\$ 500.00	\$1,000.00
B8	Replace manhole frame and cover	6	EA	\$ 1,000.00	\$6,000.00
B9	Install cementitious manhole liner for precast manhole	120	V.F.	\$ 250.00	\$30,000.00
B10	Install cementitious manhole liner for brick manhole	120	V.F.	\$ 275.00	\$33,000.00
B11	Install cementitious manhole liner with epoxy overlay for precast manhole	60	V.F.	\$ 325.00	\$19,500.00
B12	Install cementitious manhole liner with epoxy overlay for brick manhole	60	V.F.	\$ 350.00	\$21,000.00
B13	Install urethane seal	12	EA	\$ 750.00	\$9,000.00
B14	Work in rear-yard easement (items B3 through B8)	3	EA	\$ 500.00	\$1,500.00
B15	Work in rear-yard easement (items B9 through B12)	4	EA	\$ 500.00	\$2,000.00
B16	Bypass pumping (6-inch through 10-inch sewer)	5	DAY	\$ 0.01	\$0.05

BID FORM
BID NO. 2022-021
Group B - Manhole Rehabilitation

ITEM NO.	DESCRIPTION	QUANTITY AMOUNT	UNIT	UNIT PRICE BID	TOTAL
B17	Bypass pumping (12-inch and 15-inch sewer)	2	DAY	\$ 0.01	\$0.02
B18	Bypass pumping (18-inch and 21-inch sewer)	2	DAY	\$ 0.01	\$0.02
B19	Maintenance of traffic - residential street	30	SETUP	\$ 500.00	\$15,000.00
B20	Maintenance of traffic - FDOT, Palm Beach County or City arterial roadway	5	SETUP	\$ 750.00	\$3,750.00
B21	Expedited mobilization	2	EA	\$ 2,500.00	\$5,000.00
B22	Allowance	1	AL	\$20,000.00	\$20,000.00
TOTAL BID FOR GROUP "B" - ITEMS B1 THROUGH B22 INCLUSIVE:					\$188,800.09

EnviroWaste Services Group, Inc.

NAME OF BIDDER: _____

**BIDDING REQUIREMENTS
SECTION 200 -- ATTACHMENT 1**

**2022-021
Sanitary and Storm Sewer Rehabilitation
Bid Submittal Checklist**

Bidder is instructed to submit their Bid response in the following sequence. If there are any questions concerning the completion of these forms, the Bidder may contact the purchasing contact, ~~Shannon Graham~~ **Jeremin Worlds**.

Checklist and Submittal Order for Bid Response

Bidder to review their Bid to confirm consistent use of "Bidder Name" is on all forms, as listed on the Signature of Bidder Form

Order of Documents for Sealed Bid Response	
A.	Bid Form (Section 200, page 1 - 7)
B.	Bid Submittal Checklist Form, Attachment 1
C.	Bid Bond, Attachment 2 <i>(Original to be submitted in accordance with Section 100, Item 5)</i>
D.	Certificate of Compliance with Trench Safety Act, Attachment 3
E.	Drug Free Form, Attachment 4
F.	Qualification Submittal, Attachment 5
G.	Questionnaire, Attachment 6
H.	Vendor Certification Regarding Scrutinized Companies Lists, Attachment 7

NAME OF BIDDER: EnviroWaste Services Group, Inc

BIDDING REQUIREMENTS
SECTION 200 – ATTACHMENT 4

DRUG-FREE WORK PLACE FORM
BID NO. 2022-021

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
EnviroWaste Services Group, Inc does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature

10/28/22

Date

BIDDING REQUIREMENTS
SECTION 200 – ATTACHMENT 5

2022-021
Sanitary and Storm Sewer Rehabilitation

QUALIFICATION SUBMITTAL

Bidders signature on "Signature of Bidder Form" guarantees the truth and accuracy of all statements and answers herein contained. Failure to fully complete the qualification submittal may result in your Bid being considered non-responsive. If information is not included, the City reserves the right to solicit Bidder for the submission of this information. Failure by Bidder to provide the omitted information within the specified time frame(s) communicated in writing may result in Bidder's Bid response being considered non-responsive and thereby rejected. Response for each qualification requirement should be submitted by use of the City provided form herein.

Name of Bidder: EnviroWaste Services Group, Inc

Qualification of Bidder Requirements (As identified in Section 100, Item 6.0)

The City will not award a Bid to any Bidder who cannot prove to the satisfaction of the City that the Corporation/Partnership/Individual identified on the Signature of Bidder form has provided written references that meet the below requirements. References that are for work performed by a parent corporation or by an affiliated subsidiary will not be considered by the City to meet the reference requirements.

The following are the requirements for all references with specific requirements for each Group listed below:

- A. All references shall be for projects that were completed within the period of October, 2015 through the date of Bid opening.
- B. The Bidder must have been the prime contractor for the work performed for each reference, and each reference shall identify the owner of the project for which the Bidder performed such work. Any reference submitted for which the Bidder was not the prime contractor (i.e. where Bidder was a subcontractor for a project engineer or contractor) will not satisfy this requirement.
- C. All references must be for construction work performed in the State of Florida.
- D. All references must be for a public entity. A public entity shall be located in the State of Florida and shall mean one of the following: a state agency, a federal agency, a county, a municipality, a public school/university, a port authority, a drainage district, or a water district.

Group "A" (Excavated Point Repairs) References:

The City requires a minimum of three (3) satisfactory references from a minimum of three (3) separate clients to fulfill reference requirements for Group "A" as detailed below.

- 1. Bidder shall provide a minimum of three (3) satisfactory references where each reference shows that Bidder's firm completed a minimum of \$75,000 of excavated and installed sanitary sewer point repairs.

Group "B" (Manhole Rehabilitation) References:

The City requires a minimum of three (3) satisfactory references from a minimum of three (3) separate clients to fulfill reference requirements for Group "B" as detailed below.

- 1. Bidder shall provide a minimum of three (3) satisfactory references where each reference shows that Bidder's firm completed the rehabilitation of a minimum of twenty-five (25) manholes (per reference) in wastewater systems.

Group "C" (Cured-In-Place Pipe Lining, CIPPL) References:

The City requires a minimum of three (3) satisfactory references from a minimum of three (3) separate clients to fulfill reference requirements for Group "C" as detailed below.

1. Bidder shall provide a minimum of three (3) satisfactory references where each reference shows that Bidder's firm completed a minimum of \$200,000 of cured-in-place pipe lining (CIPPL) in wastewater systems and \$25,000 in stormwater systems.

Group "D" (Cured-In-Place Pressure Pipe Lining, CIPPPL) References:

The City requires a minimum of three (3) satisfactory references from a minimum of three (3) separate clients to fulfill reference requirements for Group "D" as detailed below.

1. Bidder shall provide a minimum of three (3) satisfactory references where each reference shows that Bidder's firm completed a minimum of \$500,000 of cured-in-place pressure pipe lining (CIPPPL) in pressurized wastewater systems.

Group "E" (Lateral Lining) References:

The City requires a minimum of three (3) satisfactory references from a minimum of three (3) separate clients for work to fulfill reference requirements for Group "E" as detailed below.

1. Bidder shall provide a minimum of three (3) satisfactory references where each reference shows that Bidder's firm completed a minimum of \$500,000 of lateral lining in wastewater systems.

Group "A" (Excavated Point Repairs)

Reference A.1

Public Entity Name: City of Hollywood
 Address: P.O. Box 229045
 City, State, Zip: Hollywood, FL 33022-9045
 Project Manager: Feng Jiang Title: Senior Project Manager
 Phone No.: 954-921-3930 /Email: FJIANG@hollywoodfl.org
 Project Location(s): Citywide
 Completion Date of Project(s): 2019-2022 *(Between 2015 and bid opening)*
 Project(s) Cost: 1,200,000

Bidder to use an "X" to confirm all reference requirements apply to the reference and complete information as noted below:

- Reference had a total cost of at least \$75,000 (can be for multiple projects for same entity).
- Reference is for excavated and installed sanitary sewer point repairs.
- Reference is for construction work performed in the State of Florida.
- Reference is for a public entity located in the State of Florida.
- Bidder was prime contractor for the work performed for the reference.

Summary of Project: This was a point repair and cleaning and cctv project. We've been performing Repairs for Hollywood since 2008

Reference A.2

Public Entity Name: City of Boca Raton
Address: 1401 Glades Rd
City, State, Zip: Boca Raton, FL 33431
Project Manager: Jimmy Georgievski Title: Utilities Network Supervisor
Phone No.: 561-338-7317 /Email: jgeorgievski@myboca.us
Project Location(s): Various
Completion Date of Project(s): 2019-2022 (*Between 2015 and bid opening*)
Project(s) Cost: 750,000

Bidder to use an "X" to confirm all reference requirements apply to the reference and complete information as noted below:

- Reference had a total cost of at least \$75,000 (can be for multiple projects for same entity).
- Reference is for excavated and installed sanitary sewer point repairs.
- Reference is for construction work performed in the State of Florida.
- Reference is for a public entity located in the State of Florida.
- Bidder was prime contractor for the work performed for the reference.

Summary of Project: Various point repairs for the City

Reference A.3

Public Entity Name: City of North Miami Beach
Address: 17011 NE 19th Avenue
City, State, Zip: N Miami Beach, FL 33162
Project Manager: Pedro Melo Title: Assistant Director for Operations & Maintenance
Phone No.: (305) 948-2967 ext. 7819 /Email: Pedro.melo@citynmb.com
Project Location(s): City wide
Completion Date of Project(s): 2015-current (*Between 2015 and bid opening*)
Project(s) Cost: >\$1M

Bidder to use an "X" to confirm all reference requirements apply to the reference and complete information as noted below:

- Reference had a total cost of at least \$75,000 (can be for multiple projects for same entity).
- Reference is for excavated and installed sanitary sewer point repairs.
- Reference is for construction work performed in the State of Florida.
- Reference is for a public entity located in the State of Florida.
- Bidder was prime contractor for the work performed for the reference.

Summary of Project: Various sized point repairs. Contract has been ongoing since 2012. Hundred of repairs done

Group "B" (Manhole Rehabilitation)

Reference B.1

Public Entity Name: City of Hollywood
Address: P.O. Box 229045
City, State, Zip: Hollywood, FL 33022-9045
Project Manager: Feng Jiang Title: Senior Project Manager
Phone No.: 954-921-3930 /Email: FJIANG@hollywoodfl.org
Project Location(s): Citywide
Completion Date of Project(s): 2019-2022 (*Between 2015 and bid opening*)
Project(s) Cost: 300,000

Bidder to use an "X" to confirm all reference requirements apply to the reference and complete information as noted below:

- Reference is for rehabilitation of a minimum of twenty-five (25) manholes in wastewater systems 150 manholes completed for this reference.
- Reference is for construction work performed in the State of Florida.
- Reference is for a public entity located in the State of Florida.
- Bidder was prime contractor for the work performed for the reference.

Summary of Project: Sanitary sewer manhole rehab contract using calcium aluminate

Reference B.2

Public Entity Name: City of Coral Gables
Address: 2800 SW 72nd Avenue,
City, State, Zip: Miami, Florida 33155
Project Manager: Jose A. Saucedo, PE Title: Project Engineer
Phone No.: (305) 460-5054 /Email: jsaucedo@coralgables.com
Project Location(s): Various
Completion Date of Project(s): 2015-2022 (*Between 2015 and bid opening*)
Project(s) Cost: 2,500,000

Bidder to use an "X" to confirm all reference requirements apply to the reference and complete information as noted below:

- Reference is for rehabilitation of a minimum of twenty-five (25) manholes in wastewater systems
42 manholes completed for this reference.
- Reference is for construction work performed in the State of Florida.
- Reference is for a public entity located in the State of Florida.
- Bidder was prime contractor for the work performed for the reference.

Summary of Project: Various manhole replacements and MH rehabilitation for the City

Reference B.3

Public Entity Name: City of Miami Beach
Address: 1700 Convention Center Drive
City, State, Zip: Miami Beach, FL 33139
Project Manager: Patricia L Rendon, P.E Title: Engineer II
Phone No.: 305-673-7080 XT 6230 /Email: PatriciaRendon@miamibeachfl.gov
Project Location(s): City wide
Completion Date of Project(s): 2019-current (*Between 2015 and bid opening*)
Project(s) Cost: >1.5M

Bidder to use an "X" to confirm all reference requirements apply to the reference and complete information as noted below:

- Reference is for rehabilitation of a minimum of twenty-five (25) manholes in wastewater systems
>100 manholes completed for this reference.
- Reference is for construction work performed in the State of Florida.
- Reference is for a public entity located in the State of Florida.
- Bidder was prime contractor for the work performed for the reference.

Summary of Project: We've been performing cipp and mh repairs in the city of Miami Beach since 2007.

licenses must be in the name of the Bidder shown on the Signature of Bidder Form. Should the Bidder not be fully licensed/certified, the Bid shall be rejected.

All licenses to be in the name of the Bidder:
Contractor State/County License/Certification No.(s) as applicable for the Work

Submitted as an attachment or

CGC1520877	General Contractors	Eduardo Barba
Number & Issued By	/ License Type	Named Individual

Number & Issued By	/ License Type	Named Individual
--------------------	----------------	------------------

Number & Issued By	/ License Type	Named Individual
--------------------	----------------	------------------

State Website URL: _____

County Website URL: _____

4. The City will not award a Bid to any Bidder who is not financially able and organized to successfully carry out the Work covered by the Contract Documents in the required time, as determined in the sole discretion of the City.

Bidder to submit their balance sheet and income statement for their most recent year as an attachment. Confidential documents may be submitted only in accordance with Florida Public Record Laws.

Period reported on: _____

Attached Yes ___ No will supply if low.

BIDDING REQUIREMENTS
SECTION 200 – ATTACHMENT 6

QUESTIONNAIRE
BID NO. 2022-021
Sanitary and Storm Sewer Rehabilitation

Failure to fully complete the questionnaire may result in your Bid being considered non-responsive.

Name of Bidder: EnviroWaste Services Group, Inc

1. Have you ever failed to complete work awarded to you or had a contract cancelled/terminated before the project was fully completed?

No
 Yes - If yes, where and why? _____

2. Have Surety Bond claims ever been made by the Surety for work bonded by your firm (as named on Bid Form) within the past seven years?

No Yes If the answer to above is yes, please describe the claim, the name of the company or person making the claim, and the resolution of the claim.

3. Have you personally inspected the proposed Work and have a complete understanding and plan for its performance?

Yes

4. Business Tax Receipt for 18001 Old Cutler Rd,
#643 City/County expires on 9/30/23
(Bidder's location)

Submitted as attachment **OR** Not Applicable for City/County where firm is located.

5. Bidder has reviewed and confirmed with insurance agent ability to secure and obtain the insurance coverage as identified in the Contract Document, Section 300?

Yes

6. Bidder is to list their current agreements from other public entities for agreements awarded over \$500,000.

 Submitted as an attachment (Include: Agreement Number, Title, Owner, Location, Agreement Price & Date of Award/Expiration)
Will be supplied if low. We have approximately 75contracts

**QUESTIONNAIRE
BID NO. 2022-021**

7. The City requires the Successful Bidder to perform a **minimum of 20%** of the Work by the firm identified on the Signature of Bidder Form, as stated in the Special Provisions. Bidder to declare what portion will be subcontracted. Minimum Work percentage shall be defined as all components of the job with the exception of mobilization, administration, overhead and profit.

Declaration of Work Components Schedule

<p>Minimum of 20% of Work to be completed by Bidder identified on Signature of Bidder Form. (Mobilization, administration, overhead and profit may not be included in the Work components)</p> <p>Work Components that make up the above minimum are as follows:</p> <p>Group A: <u>100% self perform</u></p> <hr/> <hr/> <p>Group B: <u>100% self perform</u></p> <hr/> <hr/> <p>Group C: <u>All pre and post cctv inspections. Line Cleaning, lateral reinstatement, bypass pumping</u> <u>Internal point repairs</u></p> <hr/> <hr/> <p>Group D: _____</p> <hr/> <hr/> <p>Group E: _____</p> <hr/> <hr/>

Work Components that will be provided by subcontractors are as follows and the name of subcontractor:

Work Component / Division of Work

Name of Subcontractor

Group A: none

Group B: none

Group C: CIPP mainline lining

Cobra Environmental

Group D: _____

Group E: _____

**BIDDING REQUIREMENTS
SECTION 200 – ATTACHMENT 7**

**BID NO. 2022-021
Sanitary and Storm Sewer Rehabilitation
Bidder Certification Regarding
Scrutinized Companies**

Bidder Name: EnviroWaste Services Group, Inc

Bidder FEIN: 65-0829090

Address: 18001 Old Cutler Rd, #643


City: Palmetto Bay State: Florida Zip: 33157

Telephone Number: 305-637-9665

Email Address: info@ewsg.com

Bidder acknowledges that Section 287.135, Florida Statutes, prohibits the City from contracting for goods or services of any amount with companies that are on the Scrutinized Companies that Boycott Israel List (contained in Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel, and from contracting for goods or services of \$1 Million or more with companies that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (contained in Section 215.473, Florida Statutes), or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Bidder, I hereby certify that the Bidder is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, that the Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that the Bidder is not engaged in business operations in Cuba or Syria. On behalf of Bidder, I acknowledge and understand that, pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the Bidder to civil penalties, attorney's fees, and/or costs, and other damages or relief, as allowed by law. I further understand that the City may terminate a Contract if the City determines that the Bidder submitted a false certification.



*Signature of Authorized Representative

Paul Quentel, CEO

*Name and Title of Authorized Representative

*This individual must have the authority to bind the Bidder.



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
ENVIROWASTE SERVICES GROUP, INC.

Filing Information

Document Number P98000014467
FEI/EIN Number 65-0829090
Date Filed 02/13/1998
State FL
Status ACTIVE

Principal Address

18001 Old Cutler Road
Suite 643
Palmetto Bay, FL 33157

Changed: 02/26/2022

Mailing Address

18001 Old Cutler Road
Suite 643
Palmetto Bay, FL 33157

Changed: 02/26/2022

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 06/16/2017

Address Changed: 06/16/2017

Officer/Director Detail

Name & Address

Title Director and Chairman

Wilson, Russ
550 S. Dixie Hwy #300
Coral Gables, FL 33146

Title Director and Executive Vice President

Reynolds, Stephen
550 S. Dixie Hwy #300
Coral Gables, FL 33146

Title Director, Executive Vice President, Secretary and General Counsel

Gershman, David
550 S. Dixie Hwy, #300
Coral Gables, FL 33146

Title Director

Gross, Jorge A, Jr.
550 S. Dixie Hwy #300
Coral Gables, FL 33146

Title Director and Chief Executive Officer

Quentel, Paul
18001 Old Cutler Road
Suite 643
Palmetto Bay, FL 33157

Title Director

Minarik, Jim
18001 Old Cutler Road
Suite 643
Palmetto Bay, FL 33157

Title Corporate Secretary

BARBA, EDUARDO
18001 Old Cutler Road
Suite 643
Palmetto Bay, FL 33157

Title CFO

LINTON, MELISSA
18001 Old Cutler Road
Suite 643
Palmetto Bay, FL 33157

Title Assistant Secretary

Calderon, Michelsa
550 S. Dixie Way, #300
Coral Gables, FL 33146

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BARBA, EDUARDO JOSE
ENVIRONMENTAL SERVICES GROUP, INC
18001 QUE CUTLER ROAD SUITE 643
PALMETTO BAY FL 33157

LICENSE NUMBER: CGC1520877

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Local Business Tax Receipt

Miami-Dade County, State of Florida
- THIS IS NOT A BILL - DO NOT PAY



7197342

BUSINESS NAME/LOCATION

ENVIROWASTE SERVICES GROUP INC
18001 OLD CUTLER RD STE 643
PALMETTO BAY FL 33157-6442

RECEIPT NO.

RENEWAL
7479698

EXPIRES

SEPTEMBER 30, 2023
Must be displayed at place of business
Pursuant to County Code
Chapter 6A - Art. 9 & 10

OWNER

ENVIROWASTE SERVICES GROUP INC

SIC TYPE OF BUSINESS

196 GENERAL BUILDING CONTRACTOR
CGC1520877

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$45.00 08/18/2022
INT-22-390816

Worker(s) 1

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 1a-27B.

For more information, visit www.miamidade.gov/taxcollector

CONTRACT

**Bid No. 2022-021
Sanitary and Storm Sewer Rehabilitation
PROJECT: 7121005**

This Contract made and entered into this 30th day of January 2023, by and between the City of Boca Raton, (hereinafter called the **Owner**) a Florida municipal corporation, and EviroWaste Services Group, Inc. _____, (hereinafter called the **Contractor**);

WHEREAS, the Owner desires to retain the Contractor for Bid No. 2022-021, Group: B – Manhole Rehabilitation as expressed in its Bid No. 2022-021; and,

WHEREAS, the Contractor hereby covenants and agrees to undertake and execute all of the Work as required and described in the Contract Documents (as defined in Article 1 in the General Conditions), in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all Work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time limit specified in the Contract.

1.0 DEFINITIONS

The definitions for all terms as used in this Contract and all Contract Documents shall be as defined in Article 1 of the General Conditions.

2.0 CONTRACT TIME FOR EACH WORK ORDER

Each Work Order issued under this Contract shall be commenced promptly and within ten (10) days from the date the Owner (with the exception of a Work Order that has an expedited mobilization or unless otherwise noted on the Work Order) has signed such Work Order, in accordance with the Contract Documents, and shall be prosecuted with diligence and be fully completed within the project time specifically provided in each individual Work Order.

3.0 COMPENSATION TO BE PAID CONTRACTOR

3.1 In consideration of the faithful performance of this Contract (and all Work Orders issued under this Contract) by the Contractor, the Owner will pay to the Contractor for the full and entire completion of work performed under each executed Work Order upon acceptance by the Owner of such work. Each Work Order will contract an amount that represents the entire cost which the Owner will have to pay to the Contractor for acceptable and conforming Work under the Work Order, inclusive of all materials, supplies, costs, fees, which shall be the maximum extent of the Owner's obligation to pay Contractor, but does not constitute a limitation, of any sort, of the Contractor's obligations to perform the Work in accordance with the terms of both this Contract and the Work Order.

3.2 The amount to be paid by the Owner shall be determined by unit prices (including lump sum line items), all of which are contained in the Bid documents submitted by the Contractor, which are incorporated in, and made a part of this Contract.

3.3 Any work performed by Contractor without proper authorization is performed at Contractor's risk, and Owner shall have no obligation to compensate Contractor for such work.

3.4 The City is not required to issue any Work Orders hereunder.

4.0 CONTRACT TERM AND RENEWAL TERMS

4.1 The Contract shall commence on the date set forth above, and shall be for a five (5) year term. The City requires a firm price for the initial two (2) years of the Contract term.

4.2 The Owner may renew the Contract for additional one-year periods upon expiration of the initial term, not to exceed a maximum of three (3) additional one-year renewal periods.

4.3 The term of this Contract shall commence on the date set forth on the "Form of Contract" and shall continue for five (5) years, automatically renewed thereafter for three, one-year periods subject to the cancelation clauses in the General Conditions, Item 25, Owner's Right to Terminate Contract. Automatic contract renewal shall be subject to the appropriation of funds, satisfactory performance, and determination that the contract renewal is in the best interest of the City. The City requires a firm price from the date set forth on the "Form of Contract" for two years. Years three through five and annual renewals will be based on the Contractor agreeing to the same terms, conditions, pricing and specifications. For the purpose of re-bidding, the Contract may be extended at the City's option for a defined period of time, not to exceed one year. Option for extension will only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations.

Prior to term years three, four, and five and each annual renewal, the City may consider price adjustment(s) only when a written request is received by the Buyer identified herein a minimum of ninety (90) days prior to the renewal date for review by the City. Contractor is responsible for verifying that written price request was received by the Buyer within ninety (90) days. Contractor's written request shall identify each bid item affected and proposed price with written justification and supporting documentation attesting that the request is a bonafide cost increase/decrease to the vendor. Failure to submit the required supporting documentation may result in the price adjustment request being denied. Contractor's requested price adjustment is subject to City approval, and shall require written acknowledgement from the Buyer. In the event that the City does not wish to accept the adjusted cost(s) and the matter cannot be resolved to the satisfaction of the City, the Contract may be terminated by the City by giving written notice to the Contractor. In the event that a cost decrease is realized due to changes in the economy (CPI/CPU and/or decreases that are industry specific), the City shall have the right to request and receive from the Contractor a reasonable reduction in costs.

4.4 Upon mutual written agreement between Owner and Contractor, any term of the Contract may be extended with all terms, conditions and unit prices adhered to with no deviations, for a defined period of time, not to exceed one (1) year.

5.0 SUCCESSORS, ASSIGNS AND ASSIGNMENT

The Owner and the Contractor each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. It is agreed that the Contractor shall not

assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous consent of the Owner and concurred to by the sureties.

6.0 INDEPENDENT CONTRACTOR

Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. Contractor shall act as an independent Contractor and not as the agent of Owner in performing the Contract, maintaining complete control over its employees and all of its suppliers and subcontractors. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any such supplier or subcontractor and Owner. Contractor shall perform the Work in accordance with its own methods subject to compliance with the Contract.

7.0 INTENT AND CORRELATION OF DOCUMENTS

- A. The Contract Documents cover, with explicit provisions, all matters relating to the Work which the Contractor undertakes to construct or perform in full compliance with such provisions. It is understood that Contractor has, by personal examination and inquiry, if necessary, satisfied himself as to all local conditions and as to the meaning, requirements, and reservations of the Contract Documents. No deviation will be allowed from the Engineer's interpretation thereof. The intent of the Contract Documents is to include all labor, materials (except as may be specifically designated to be furnished by the Owner) equipment, and transportation necessary for the proper execution of the Work. Contractor shall, in addition, provide all Work and materials not shown in detail but necessary for completion of the project as indicated or specified including a proper and suitable preparation, base or support, and a reasonable finish consistent with adjacent work which is shown or specified. Items described in the singular shall include the plural and vice-versa, when appropriate to complete all Work necessary to result in a completed Project. Contractor shall follow the Specifications and Drawings and execute all Work in strict accordance therewith and with the kind and quality of materials indicated and specified. Materials or work described in words which, when so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any deviation from the Drawings and Specifications, which may be required by the exigencies of construction, shall in all cases conform to written instructions of the Engineer. The applicable provisions of the Contract Documents shall apply with equal force to all Work, including extra Work, performed under this Contract, whether performed either directly by the Contractor or by a Subcontractor.
- B. In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
- Change Orders
 - Contract
 - Addenda
 - Technical Specifications
 - Drawings/Exhibits/Appendixes
 - Special Provisions
 - General Conditions
 - Bid Form and Attachments

The Contract Documents are complementary, and what is called for by any shall be as binding as if called for by all.

Contractor shall carefully study and compare all Drawings, Specifications and other instructions and shall test all figures on the Drawings before laying out the work. The following shall apply in regard to drawing specifications:

1. Full size details shall take precedence over scale drawings and large scale drawings shall take precedence over small scale drawings. Dimensions given in figures shall take precedence over scaled dimensions.
 2. When measurements are affected by conditions already established or where items are to be fitted into constructed conditions it shall be Contractor's responsibility to verify all such dimensions at the Site and the actual job dimensions shall take precedence over scale and figure dimensions on the Drawings.
 3. Wherever a stock size of manufactured item or piece of equipment is specified by its nominal size, it shall be the responsibility of Contractor to determine the actual space requirements for setting and for entrance to the setting space and to make all necessary allowances and adjustments therefore in Contractor's work without additional cost to the Owner.
- C. When resolving conflicts with the Drawings, the entire installation and each part thereof shall be constructed in the position required. The finished surfaces of structures shall conform to the elevation and/ or gradients specified, and all part of substructures and superstructures shall be in proper alignment and adjustment. Contractor shall provide all frames, cribbing, false work, scaffolds, shoring, guides, anchors, and temporary structures which may be necessary to obtain these results, although such will not, generally, be shown or noted on the Drawings; and the Contract Price(s) shall include and cover all such work, material, and construction. Any deviation from the Drawings, which may be found necessary or advantageous, will be determined by the Engineer.

8.0 LAWS/ORDINANCES

Contractor shall observe and comply with all federal, state, county, local and municipal laws, ordinances, rules, and regulations that would apply to this Contract. Failure by the awarded Contractor to comply with all applicable laws ordinances, rules, and regulations shall constitute a breach of the Contract and the City shall have the discretion to unilaterally terminate this Contract.

9.0 LIMITATION OF LIABILITY/ NO WAIVER

Contractor agrees to the limitation of liability of the Owner for any cause of action arising out of this Agreement as stated herein.

The Contractor 's recovery from the Owner for any action or claim arising from the Contract is limited to a maximum amount of the Contract Price less the amount of all funds actually paid by the Owner to Contractor pursuant to this Contract.

Nothing contained in this paragraph or elsewhere in this Contract is in any manner intended either to be a waiver of the limitation placed upon the Owner's liability as set forth in Section 768.28, Florida

Statutes, or to extend the Owner's liability beyond the limits established in said Section; and no claim or award against the Owner shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the Owner from taking corrective action against the Contractor.

Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement.

10.0 INDEMNIFICATION/HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the City of Boca Raton, its officers, agents, and employees from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor and/or persons employed or utilized by the Contractor, in the performance of the Contract under any insurance required by the Contract, including, but not limited to workers' compensation acts, disability benefit acts, or other employee benefit acts.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Boca Raton to enforce this Indemnification Clause shall be borne by the Contractor. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

This provision shall not be deemed to waive any of the rights or immunities accorded to the CITY by section 768.28, Florida Statutes, or any other applicable law.

11.0 PROVISION AND MAINTENANCE OF BOND

A Surety Bond legally issued, meeting the requirements in the Contract Documents and approved by the Owner shall be maintained by CONTRACTOR.

If the Surety on any Bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to conduct business in the State of Florida is terminated or it ceases to meet the requirements of Surety Bond, the CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be subject to the approval by the Owner. Failure to maintain such Surety Bond shall constitute a breach of the Contract and the Owner in its sole discretion shall be authorized to terminate the Contract as provided in Section 12 herein.

12.0 TERMINATION

- A. Owner's Right to Terminate Contract for Default
1. Default

Notwithstanding any other provisions of this Contract, Contractor shall be considered in default of its contractual obligation under this Contract if it:

- (a) Performs work which fails to conform to the requirements of this Contract;

- (b) Fails to meet the contract schedule or fails to make progress so as to endanger performance of this Contract;
- (c) Abandons or refuses to proceed with any or all work including modifications directed pursuant to the clause entitled Extra Work, Article 38 and Omitted Work, Article 39 in the General Conditions;
- (d) Fails to supply enough properly skilled workers or material;
- (e) Fails to make prompt payments to Subcontractors or suppliers for materials or labor;
- (f) Fails to obey laws, ordinances, rules, regulations or orders of public agencies having jurisdiction;
- (g) Fails to maintain a surety bond as required by the Contract;
- (h) Fails to provide safety equipment or enforce safety procedures for workers on the site;
- (i) Fails to protect persons or property; or
- (j) Fails to fulfill any of the terms of this Contract or to comply in any way with the Contract Documents

Any of the above conditions shall be sufficient grounds for the Owner to find the Contractor in default and that sufficient cause exists to terminate the Contract and/or to withhold payment or any part thereof until the cause or causes giving rise to the default has been eliminated by the Contractor and approved by the Owner.

If a finding of default is made, the Contractor and Contractor's Surety shall remain responsible for performance of the requirements of the Contract Documents unless and until the Owner terminates the Contract.

2. Notice of Default

Upon a finding of default, the Owner shall notify Contractor in writing of the nature of the failure and shall set a reasonable time within which the Contractor and its Surety shall eliminate the cause or causes of default.

When the basis for finding of default no longer exists, the Owner shall notify the Contractor and its Surety in writing that the default has been corrected and that the Contractor is no longer in default.

3. Suspension of Work for Default

Owner may, at its sole option, suspend the performance of all or a portion of work to be performed under the Contract as a result of a finding of default, and shall include such suspension in the Notice of Default described above. Said suspension shall continue until such time as the Owner has notified the Contractor that the default has been corrected and the suspension has been removed, or the Contractor has been terminated. During said period of suspension, Contractor shall not be entitled to assert any claims for damages or any claims for time extensions or adjustments.

4. Notice of Contract Termination for Default

If the Contractor fails to correct the default within the time allowed, or if Contractor or its Surety fails to provide satisfactory evidence that such default will be corrected, Owner may, without notice to Contractor's Surety, and without otherwise waiving its rights against the Contractor or its Surety, provide written notice to the Contractor of the termination, in whole or in part, of the Contract.

Owner may prosecute the Work to completion by contract or by any other method deemed expedient and/or make demand upon the Surety to perform, at Owner's sole option. Owner may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Contractor and necessary to complete the work.

Upon termination for default, Contractor shall:

- (a) immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of work terminated;
- (b) inventory, maintain and turn over to Owner all materials, plant, tools, equipment, and property furnished by Contractor or provided by Owner for performance of work;
- (c) promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements to Owner as directed;
- (d) cooperate with Owner in the transfer of information and disposition of work in progress so as to mitigate damages;
- (e) comply with other reasonable requests from Owner regarding the terminated work; and
- (f) continue to perform in accordance with all of the terms and conditions of the Contract such portion of work that is not terminated.

If, upon termination pursuant to this clause, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions of Section 12B as provided herein.

5. Costs of Completed Work of Terminated Contract.

Contractor and its Surety, shall be liable jointly and severally for all costs in excess of the contract price for such terminated work reasonably and necessarily incurred in the completion of the Work as scheduled, including cost of administration of any contract awarded to others for completion and for Liquidated Damages.

This section shall survive the cancellation, termination, expiration, lapse or suspension of this Contract.

B. Optional Termination of Contract By Owner

Owner may, at its sole option, terminate the Contract, in whole or in part at any time, by thirty (30) day written notice thereof to Contractor, whether or not Contractor is in default. If it was determined that Contractor was not in default as specified in Section 12 (A) (4), the 30 day notice requirement in this section is waived as long as the notice requirement set forth in Section 12 (A)(2) is satisfied. Upon any such termination, Contractor hereby waives any claims for damages from the optional termination, including loss of anticipated profits, on account thereof. The sole right and remedy of Contractor under this paragraph shall be that Owner shall pay Contractor in accordance with the subparagraphs below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination, including but not limited to

1. Upon receipt of any such notice, Contractor and its Surety shall, unless the notice requires otherwise:
 - (a) Immediately discontinue work on the date and to the extent specified in the notice;
 - (b) Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the Contract that is not terminated;
 - (c) Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of work terminated or assign to Owner those orders and subcontracts and revoke agreements specified in such notice;
 - (d) Assign all subcontracts required for performance of this Contract to the Owner;
 - (e) Assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract; and
 - (f) Complete performance of any work which is not terminated.
2. Upon any such termination, Owner will pay to Contractor an amount determined in accordance with the following (without duplication of any item):
 - (a) All amounts due and not previously paid to Contractor for work completed in accordance with the Contract prior to such notice, and for work thereafter completed as specified in such notice.
 - (b) The reasonable cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided above.
 - (c) The verifiable costs of work completed by Subcontractors.
 - (d) Any other reasonable costs which can be verified to be incidental to such termination of work.

13.0 PROVISION AND MAINTENANCE OF INSURANCE

COVERAGE AND MINIMUM LIMITS

The Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from the Contractor's performance of the Work and the Contractor's other obligations under this Contract, whether such performance is by the Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Contractor agrees, at its sole expense, to maintain on a primary basis during the life of this Contract, or the performance of work hereunder, insurance coverages, limits, and endorsements as required herein.

All such insurance shall remain in effect until final payment and at all times thereafter when the Contractor may be correcting, removing or replacing defective Work in accordance with the Warranty provisions of the Contract.

The Contractor agrees the insurance requirements herein as well as City of Boca Raton's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

A. COVERAGE AND MINIMUM LIMITS

1. Commercial General Liability.

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000/\$2,000,000** occurrence/aggregate Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, Cross Liability or Separation of Insureds. The Contractor agrees any self-insured retention or deductible shall not exceed \$25,000.

Additional Insured Endorsements.

The Contractor agrees to endorse the City of Boca Raton, Greater Boca Raton Beach and park District, Boca Raton Community Redevelopment Agency as an Additional Insured on the Commercial General Liability policy on a primary and non-contributory basis with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 04 13 and the GC 20 37 07 04 which shall be required to provide back coverage for the contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard.

Contractor shall maintain such completed operations insurance for at least one (1) year after final payment and furnish City of Boca Raton with evidence of continuation of such insurance at final payment and one (1) year thereafter.

2. Business Automobile Liability.

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Commercial Umbrella/Excess Liability

(May be used to supplement minimum General Liability Coverage requirements).

The Contractor agrees to endorse the City of Boca Raton as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City of Boca Raton is automatically defined as an Additional Protected Person.

Umbrella or Excess Liability coverage is required and shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required. Umbrella or Excess Liability minimum requirement is \$2,000,000.

4. Worker's Compensation & Employer's Liability.

The Contractor agrees to maintain its own Worker's Compensation & Employers Liability Insurance in compliance with Florida Statute 440. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).

5. Railroad Protective Liability:

When work done by the contractor is within 50 feet of a railroad tracks or railroad right of way, the Contractor shall maintain Railroad Protective Liability Insurance (RPL) with a limit not less than \$3,000,000 each occurrence, if the work being performed is within (50) feet of operating railroad tracks or otherwise involves exposures to railroad hazards. The RPL coverage may be included by endorsement to the Commercial General Liability policy (CGL) or as a separate policy.

B. SUBCONTRACTOR INSURANCE

The Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by the City of Boca Raton, the Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

C. DEDUCTIBLES, COINSURANCE PENALTIES & SELF-INSURED RETENTION

The Contractor agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation.

D. WAIVER OF SUBROGATION

The Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the City of Boca Raton, Contractor, sub-contractor, architects, or engineers for each required policy providing coverage during the life of this Contract.

When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement.

This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

E. RIGHT TO REVISE OR REJECT

The Contractor agrees the City of Boca Raton reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the City of Boca

Raton reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due of its poor financial condition or failure to operate legally in the State of Florida. In such events, The City of Boca Raton shall provide Contractor written notice of such revisions or rejections.

F. NO REPRESENTATION OF COVERAGE ADEQUACY.

The coverages, limits or endorsements required herein protect the primary interests of the City of Boca Raton, and the Contractor agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

G. REQUIREMENTS OF INSURERS PROVIDING THE INSURANCE

Insurers providing the insurance required by this Contract must meet the following minimum requirements:

(a) Be authorized by to maintain certificates of authority issued to the companies by the Department of Insurance of the State of Florida or be eligible surplus lines insurers under Florida Statute 626.918, and

(b) Must have a current rating of "A-" or better and a Financial Size Category of "IV" or better according to the most recent rating in effect by the A.M. Best Company.

H. CERTIFICATE OF INSURANCE (COI) AND CANCELLATION/NON RENEWAL OF COVERAGE

The Contractor agrees to provide the City of Boca Raton with certificate(s) of insurance that clearly evidences the Contractor's insurance contains the minimum coverages, limits, and endorsements set forth herein. The City of Boca Raton requires an original or electronically transmitted certificate of insurance (COI) on an ACORD-25 form (2010/05) and the required endorsements as specified above.

A minimum thirty (30) day endeavor to notify due to cancellation, non-renewal of coverage shall be identified on each certificate(s) of insurance. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City of Boca Raton project manager and copy the City's Risk Manager in writing within (30) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

In the event the City of Boca Raton is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the City of Boca Raton prior to the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. When notified by the City of Boca Raton the Contractor agrees not continue work pursuant to this Contract, unless all required insurance remains in effect.

The City of Boca Raton shall have the right, but not the obligation, of prohibiting Contractor from entering the Project site until a new certificate of insurance is provided to the City of Boca Raton evidencing the replacement coverage. The Contractor agrees the City of Boca Raton reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City of Boca Raton. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City Of Boca Raton shall have the right, but not the obligation, to

purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City of Boca Raton.

I. CERTIFICATE OF INSURANCE FORMAT

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City is endorsed as an Additional Insured as per requirements herein, Item A. Insurance Coverage and Minimum Limits.
2. Clearly indicate the project name and Bid number.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub-limits, or self-insured retentions, whether in excess or equal to the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Clearly indicate Certificate Holder(s) and Address:
6. Include the appropriate Endorsement listing the City of Boca Raton as an additional Insured. (CG 2010 04 013 or; CG2010 07 04 and CG2037 07 04)

Certificate Holder: City of Boca Raton
201 W. Palmetto Park Road
Boca Raton, FL 33432
Attn: City Project Manager / Lisa Wilson-Davis
Email: lwilsondavis@myboca.us

14.0 NOTICES

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to Owner: City of Boca Raton
Name Chris Helfrich, P.E., Utility Services Director
Address 1401 Glades Road, Boca Raton, FL 33431
Email chelfrich@myboca.us

As to Contractor: EnviroWaste Services Group, Inc.
Name Paul Quentel, CEO
Address 18001 Old Cutler Rd, #643, Palmetto Bay, FL 33157
Fax (305) 637-9659
Email paulquentel@ewsg.com

Notices shall be effective when delivered to the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile and Email is acceptable notice effective when received, however, facsimiles received (i.e. printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and Owner in the performance of the Work.

15.0 PUBLIC RECORDS

15.1 The City of Boca Raton is a public agency subject to Chapter 119, Florida Statutes. This Contract requires the Contractor to provide services and/or materials, and therefore the Contractor shall comply with Section 119.0701, Florida Statutes. Specifically, the Contractor shall:

15.1.1 Keep and maintain all public records related to the performance of the Work.

15.1.2 Upon request from the City's custodian of public records, 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 that provided in chapter 119, Florida Statutes, or as otherwise provided by law.

15.1.3 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 and following completion of the Agreement.

15.1.4 Upon completion or other termination of the Contract, keep and maintain the public records required by the City to perform the Work. The Contractor shall meet all applicable requirements for retaining public records set out in Florida law.

15.1.5 In addition to maintaining the records pursuant to Paragraph Number 4 above, provide to the City all records that were stored electronically by Contractor, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

15.2 The failure of the Contractor to comply with the provisions set forth in this Section, or to comply with the City request for records, shall constitute a default and breach of this Contract, and the City shall, in its discretion, pursue any and all remedies against the Contractor provided for under this Contract or at law.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS BID, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-393-7740, BRCITYCLERK@MYBOCA.US, CITY HALL, CITY CLERK, 201 W. PALMETTO PARK ROAD, BOCA RATON, FL 33432.

16. SCRUTINIZED COMPANIES

- 16.1 Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Contract if:
- 16.1.1 Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Section 215.473, Florida Statutes);
 - 16.1.2 Contractor engages in business operations in Cuba or Syria; or
 - 16.1.3 Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.
- 16.2 By entering into this Contract, Contractor certifies that Contractor is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor acknowledges that Contractor executed a certification to this effect at the time it submitted a response to the City's Invitation to Bid and that such certification was likewise accurate at the time of execution of this Contract.
- 16.3 Contractor shall notify the City if, at any time during the term of this Contract, Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to the City within ten (10) calendar days of the date of such occurrence.
- 16.4 In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Contract and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.
- 16.5 Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Contract pursuant to this provision.

17.0 E-VERIFY

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021) and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for

a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. Should Contractor violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

18.0 MISCELLANEOUS

18.1 Remedies. The remedies expressly provided in this Agreement to Owner shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of Owner now or later existing at law or in equity.

18.2 Nonwaiver. A waiver by either Owner or Contractor of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this Contract. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

18.3 Severability. The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void or voidable provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Contract from being held void should a provision which is of the essence of the Contract be determined to be void by a court of competent jurisdiction.

18.4 Governing Law / Venue / Waiver of Jury Trial. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND OWNER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

19.0 ENTIRE CONTRACT

This Contract constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect. This Contract may only be amended or modified by a written document authorized and executed by the Parties, as provided herein.

IN WITNESS WHEREOF, the City of Boca Raton, at a regular meeting thereof, by action of the City Council authorizing and directing the foregoing be adopted, has caused these presents to be signed by its Mayor, and its seal to be hereunto affixed, and EnviroWaste Services Group, Inc. has executed this Contract all as of the day and year first above written.

CITY OF BOCA RATON

Witness:

Mayor Siddons
Cynthia Rodriguez

By: [Signature]
Leif Ahnell, C.P.A., C.G.F.O., City Manager
(Seal)

Approved by Council on December 13, 2022

Item 9.A.5 Account Number 470.42.10001.54600011.535.0000000.0000

CONTRACTOR:

Attest: [Signature]

By: [Signature]
Signature

[Signature]
Corporate Secretary
(affirm Corporate Seal)

Witness:

Kenia Garcia
[Signature]

Name: PAUL CVENTZEL

Title: CFO
President or other duly authorized
Corporate Officer

CERTIFICATE OF CORPORATE AUTHORITY

**BID NO. 2022-021
Sanitary and Storm Sewer Rehabilitation**

I, DAVID GERSHMAN, certify that I am the Secretary of the corporation named as Contractor in Bid No. 2022-021; that PAUL QUENTEL who signed the said Contract on behalf of the Contractor, was then CEO of said corporation; that I know the seal of said corporation; that said seal has been affixed to this Contract; and that it was so affixed by order of said official of the Corporation; that I know his/her signature, and such signature hereto is genuine; and that he/she signed this Contract by authority of the directors of said Corporation.

Dated this 25 day of JAN, 20 23.

David Gershman
Corporate Secretary

(Corporate Seal)

**ACKNOWLEDGMENT OF CONTRACTOR,
IF CORPORATION**

**BID NO. 2022-021
Sanitary and Storm Sewer Rehabilitation**

State of _____
as:
County of _____

On this 26 day of JAN, 20 23, before me personally came and appeared
PAUL QUENTEL, to me known, who, being by me duly sworn, did depose

and say that he/she resides at
17330 SW 82 PL, HUNTERTON BAY FL 33157

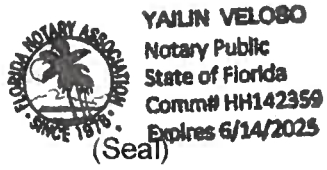
that he/she is the CEO
of ENVIRONMENTAL SERVICES GROUP, INC.

the corporation described in and which executed the foregoing contract; that he knows the seal of said corporation; that one of the impressions affixed to said contract is an impression of such seal; that he is the proper official of said corporation designated to execute such contract, that he/she has authority so to do, that he/she executed same for and in behalf of said corporation, and that his/her act is the act and deed of said corporation.

Witness my hand and official notarial seal at _____

_____ the day and year above written.

[Signature]
Notary Public



My Commission Expires: 6/14/25

PUBLIC CONSTRUCTION BOND

BY THIS BOND, WE, EnviroWaste Services Group, Inc., as Principal and Atlantic Specialty Insurance Company a Corporation, as Surety, are bound to the City of Boca Raton, Florida, hereinafter referred to as "Owner", in the sum of \$ 225,000.00, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated February 23, 2023 between Principal and Owner for construction of Sanitary and Storm Sewer Rehabilitation, **Bid No. 2022-021**, the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and;
2. Promptly makes payment to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials and supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract, and;
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings, and including any liquidated damages or actual damage caused by the delay of performance of Contractor, that Owner sustains because of a default by Principal under the Contract, and;
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract; then this bond is void; otherwise it remains in full force. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the Owner shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes. subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.
5. This Bond is intended to comply with the provisions of Section 255.05, Florida Statutes, and all terms and conditions of said Statutes are incorporated herein by reference thereto. In the event of any conflict, ambiguity or discrepancy between Section 255.05 of the Florida Statutes and this Bond, the Florida Statutes section 255.05 shall control. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner and those persons or corporations provided for by said Statute, their heirs, executors, administrators, successors or assigns. All claimants and other parties claiming any interest in this Bond are expressly referred to Section 255.05, including particularly the notice and time limitation provisions of that section.

Dated on February 23rd, 20 23.

PRINCIPAL:

ATTEST:

EnviroWaste Services Group, Inc.


Corporate Secretary

Principal
By: 
Signature

Title: CEO

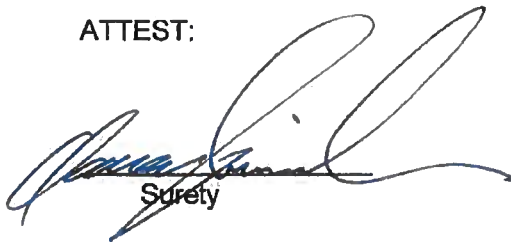

Witness to Principal

Address 18001 Old Water Rd, #643 (Seal)
Palmetto Bay FL 33157

(Address)

SURETY: Atlantic Specialty Insurance Company

ATTEST:


Surety


Surety

Stephen A. Vann
Attorney-in-fact

(Seal)

Oana R Dimulescu
Witness as to Surety

605 Highway 169 North, Suite 800
Address
Plymouth, MN 55441

Telephone: (952) 852-2431

Email: CJohnson@intactinsurance.com

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds must appear and remain on the Treasury Department's most current list (Circular 570 as amended) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida, and be pre-approved by the Owner.

Bond shall be a minimum bond rating of Best's rating of "A" and Best's Financial size category of not less than Class VII.



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

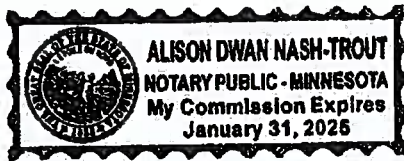
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA
HENNEPIN COUNTY



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he 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 Nash-Trout
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 24th day of January, 2023



Kara Barrow
Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025

DESCRIPTIONS (Continued from Page 1)

the named insured. The General Liability, Automobile Liability, Workers Compensation and Umbrella Liability policies includes a Waiver of Subrogation endorsement in favor of the Certificate Holder as referenced above. The General Liability policy includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

Additional Insured-Automatic-Owners, Lessees Or Contractors



Coverage Part One-Commercial General Liability
 Coverage Part Two-Contractor's Pollution Liability

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL-1806389-02	07/31/2022	07/31/2023	07/31/2022	84179000	-----	-----

Named Insured and Mailing Address:

ENVIROWASTE SERVICES GROUP, INC.
 18001 OLD CUTLER RD # 554
 PALMETTO BAY, FL 33157-6440

Producer:

USI INSURANCE SERVICES, LLC
 PO BOX 141916
 CORAL GABLES, FL 33114-1916

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Environmental Services Package Policy

- COVERAGE PART ONE-COMMERCIAL GENERAL LIABILITY
- COVERAGE PART TWO-CONTRACTOR'S POLLUTION LIABILITY

1. Who is an Insured (Section I.) in the COMMON COVERAGE PROVISIONS is amended to include as an additional insured any person(s) or organization(s) whom you are required to add as an additional insured on this policy under a written contract or written agreement.
2. The insurance provided to the additional insured person(s) or organization(s) applies only to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" under COVERAGE PART ONE-COMMERCIAL GENERAL LIABILITY, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;
 and resulting directly from:
 - (a) Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
 - (b) "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement; and/or
 - b. "Claims" arising out of a "pollution event" under COVERAGE PART TWO - CONTRACTOR'S POLLUTION LIABILITY, caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf,
 and resulting directly from:
 - (a) "Covered operations" performed for the additional insured, which is the subject of the written contract or written agreement; or

(b) "Completed operations" of the "covered operations" performed for the additional insured, which is the subject of the written contract or written agreement.

3. However, regardless of the provisions of paragraphs 1. and 2. above, the insurance afforded to such additional insured:
- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide to such additional insured.

4. With respect to the insurance afforded to the additional insured under this endorsement, the following is added to **Section III – Limits Of Insurance and Deductible:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

5. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

- (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any architectural, engineering or surveying services.

6. The additional insured must see to it that:

- a. We are notified as soon as practicable of an "occurrence", offense or "pollution event", as applicable, that may result in a claim;
- b. We receive written notice of a claim or "suit" as soon as practicable; and
- c. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

7. For the coverage provided by this endorsement:

- a. The following paragraph is added to Paragraph 8.a. Other Insurance, Conditions (Section V.) in the **COMMON COVERAGE PROVISIONS:**

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

- b. The following paragraph is added to Paragraph 8.b. Other Insurance, Conditions (Section V.) in the **COMMON COVERAGE PROVISIONS:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

8. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.