AGREEMENT No. 19-R070549CD

WATER & WASTEWATER PUMPING AND HAULING SERVICES

between

MANATEE COUNTY
(COUNTY)

and

ENVIROWASTE SERVICES GROUP, INC.
(CONTRACTOR)
AGREEMENT FOR WATER & WASTEWATER PUMPING AND HAULING SERVICES

THIS AGREEMENT is made and entered into as of this _____ day of ____________, 20___, by and between MANATEE COUNTY, a political subdivision of the State of Florida, (“COUNTY”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and ENVIROWASTE SERVICES GROUP, INC., a Florida corporation, (“CONTRACTOR”) with offices located at 1412 Hobbs Street, Tampa, Florida 33619, and duly authorized to conduct business in the State of Florida. COUNTY and CONTRACTOR are collectively referred to as the “Parties” and individually as “Party.”

WHEREAS, CONTRACTOR engages in the business of water and wastewater hauling and pumping services; and

WHEREAS, COUNTY has determined that it is necessary, expedient and in the best interest of COUNTY to retain CONTRACTOR to render the non-professional services described in this Agreement; and

WHEREAS, this Agreement is a result of CONTRACTOR’S submission of a bid in response to Invitation for Bid No. 19-R070549CD and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

NOW, THEREFORE, the COUNTY and CONTRACTOR, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES
CONTRACTOR shall provide non-professional services as described in Exhibit A, Scope of Services. “Task” as used in this Agreement, refers to particular categories/groupings of services specified in Exhibit A.

ARTICLE 2. EXHIBITS INCORPORATED
This Agreement consists of a primary contract and five (5) exhibits, which are as follows:

Exhibit A Scope of Services
Exhibit B Fee Rate Schedule
Exhibit C Affidavit of No Conflict
Exhibit D Insurance and Bond Requirements
Exhibit E Federal Requirements for Declared State of Emergency
These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

ARTICLE 3. AGREEMENT TERM
A. This Agreement shall commence on the date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force through October 7, 2022 unless terminated by COUNTY pursuant to Article 8, but not to exceed three (3) years in the initial term.
B. COUNTY reserves the right to extend the initial term of three (3) years for an additional two (2), one-year periods not to exceed a total of five (5) years.

ARTICLE 4. COMPENSATION
A. CONTRACTOR shall be compensated for all services rendered and expenditures incurred in providing the services specified in Exhibit A.
B. The fee rates specified in Exhibit B shall be the total compensation for services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

ARTICLE 5. INVOICES AND TIME OF PAYMENT
A. Subject to the provisions of this Agreement, COUNTY shall pay CONTRACTOR for the services specified in Exhibit A at a rate of compensation according to the deliverable payment schedule stated in Exhibit B.
B. COUNTY shall approve of all invoices prior to payment.
C. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONTRACTOR that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable.
D. COUNTY shall have the right to retain from any payment due CONTRACTOR under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONTRACTOR on any other Agreement between CONTRACTOR and COUNTY.
E. All costs of providing the services shall be the responsibility of CONTRACTOR, with the exception of reimbursement by COUNTY for costs deemed reimbursable in Exhibit B.
F. Any dispute between COUNTY and CONTRACTOR with regard to the percentage of the Work that has been completed or CONTRACTOR’S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 10 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall appoint an Agent with respect to the services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR’S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to services covered by this Agreement. CONTRACTOR’S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.

B. CONTRACTOR shall perform the work in accordance with the terms and conditions of this Agreement.

C. CONTRACTOR shall ensure that all employees assigned to render services under this Agreement are duly qualified, registered, licensed or certified to provide the services required.

D. CONTRACTOR shall be responsible for collecting all existing data required for the successful completion of each task.

E. CONTRACTOR shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the services provided pursuant to this Agreement. CONTRACTOR attests to this via an Affidavit of No Conflict, Exhibit C.

F. CONTRACTOR shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required services hereunder. CONTRACTOR shall not sublet, assign or transfer any services under this Agreement without prior written consent of COUNTY.

G. COUNTY may require in writing that CONTRACTOR remove from the project any of CONTRACTOR’S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY’S use of this provision will be valid.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to services covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that CONTRACTOR is given written notice thereof.
B. COUNTY shall make available, at no cost to CONTRACTOR, information relative to the project that is useful in the performance of the Scope of Services.

C. COUNTY shall provide prompt notice to CONTRACTOR whenever COUNTY observes or otherwise becomes aware of any defect in the performance of work under this Agreement.

D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONTRACTOR, and shall respond and issue notices to proceed in a timely manner.

E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONTRACTOR. The availability and necessity of said personnel to assist CONTRACTOR shall be at the discretion of COUNTY.

F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONTRACTOR.

ARTICLE 8. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:

   a. Failure to provide products or services that comply with the specifications herein or that fail to meet COUNTY’S performance standards;
   b. Failure to deliver the supplies or perform the services within the time specified in this Agreement; or
   c. Work that is at a rate that disrupts the overall performance of this Agreement.

2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County’s Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR’S default of the Agreement. This liability includes any increased costs incurred by COUNTY in completing contract performance.

4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR’S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
5. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY’S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:

   a. Stop work on the date and to the extent specified;

   b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;

   c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by COUNTY; and

   d. Continue and complete all parts of that work that have not been terminated.

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide CONTRACTOR a written “Notice of Intent to Terminate” thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONTRACTOR shall be entitled to payment for all services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement. CONTRACTOR shall not be entitled to any other compensation, including anticipated profits on unperformed services.

ARTICLE 9. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONTRACTOR shall cooperate with COUNTY to assist with the orderly transfer of the services provided by CONTRACTOR to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require CONTRACTOR to perform and, if so required, CONTRACTOR shall perform, certain transition services necessary to shift the services of CONTRACTOR to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the services;

B. Executing the Transition Services plan activities;

C. Answering questions regarding the services on an as-needed basis; and

D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to COUNTY.
ARTICLE 10. DISPUTE RESOLUTION

Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official. If such dispute involves the percentage of the work completed by CONTRACTOR, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to CONTRACTOR of any amount that is determined to be owed by the COUNTY.

CONTRACTOR agrees it must exhaust all dispute resolution procedures set forth in Manatee County’s Purchasing Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 11. COMPLIANCE WITH LAWS

All services rendered or performed by CONTRACTOR pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONTRACTOR shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

ARTICLE 12. NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color or national origin. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

ARTICLE 13. MAINTENANCE OF RECORDS; AUDITS; LICENSES

A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.

B. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR’S performance. Such materials shall also be made available to COUNTY upon request for ing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain
and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

C. CONTRACTOR shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principals or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 14. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent CONTRACTOR is performing services on behalf of COUNTY, CONTRACTOR shall:

A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.

B. Upon request from COUNTY’S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY.

D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY’S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
ARTICLE 15. INDEMNIFICATION

Each Party shall defend, indemnify, and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys’ fees, incurred by the indemnified party in connection with the indemnifying party’s activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

ARTICLE 16. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Florida Statutes § 768.28, or any other statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 17. INSURANCE

A. CONTRACTOR shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as Exhibit D, during the term of this Agreement, to include any renewal terms.

B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in Exhibit D shall be filed with the Procurement Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy,
policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY’S Risk Management Division.

C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by Exhibit D, including coverage for all products and services completed under this Agreement.

D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Procurement Official thirty (30) days prior to the date of their expiration.

ARTICLE 18. SOLICITATION OF AGREEMENT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 19. ASSIGNMENT AND SUBCONTRACTING

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is necessary to utilize the services of third parties to perform any service under this Agreement, CONTRACTOR shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.
ARTICLE 20. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the agreement price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 21. KEY PERSONNEL

The following key personnel shall be the COUNTY primary contacts assigned to this Agreement by CONTRACTOR:

Joaquin Marino

CONTRACTOR shall notify the COUNTY in writing within ten business days of any changes to the key personnel.

ARTICLE 22. SUB-CONTRACTORS

If CONTRACTOR receives written approval from the COUNTY to use the services of a sub-contractor(s), CONTRACTOR shall utilize the fees specified in Exhibit B for any subcontractors utilized in the provision of services.

ARTICLE 23. LIABILITY FOR NEGLIGENCE.

To the fullest extent allowed by law, CONTRACTOR shall be liable for negligent acts or omissions in the performance of services pursuant to this Agreement.

ARTICLE 24. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government Underground Utilities Division/ Utilities Department Attn: Ed Ference 4524 66th Street West Bradenton, FL 34210 Phone: (941) 792-8811 ext. 5015 Email: ed.ference@mymanatee.org
To CONTRACTOR:  Envirowaste Services Group, Inc.
Attn: Joaquin Marino
1412 Hobbs Street
Tampa, FL 33619
Phone: (786) 367-8263
Email: jackmarino@ewsg.com

ARTICLE 25. RELATIONSHIP OF PARTIES
The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or sub-contractors of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONTRACTOR in connection with this Agreement or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 26. NO CONFLICT
By accepting award of this Agreement, CONTRACTOR, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

ARTICLE 27. ETHICAL CONSIDERATIONS
CONTRACTOR recognizes that in rendering the services pursuant to the provisions of this Agreement, CONTRACTOR is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the services. CONTRACTOR shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the scope of services rendered to COUNTY.

ARTICLE 28. PUBLIC ENTITY CRIMES
CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY’S requirement that CONTRACTOR comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 29. TAXES
COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR’S normal tax liability.
CONTRACTOR shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONTRACTOR under applicable law to the extent that CONTRACTOR is responsible for the payment of same under applicable law.

ARTICLE 30. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

ARTICLE 31. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 32. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 33. PATENT AND COPYRIGHT RESPONSIBILITY

Any material or design specified by CONTRACTOR or supplied by CONTRACTOR pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONTRACTOR shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONTRACTOR in the performance of the water and wastewater hauling and pumping services.

ARTICLE 34. AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.
ARTICLE 35. SEVERABILITY
It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 36. LEGAL REFERENCES
All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

ARTICLE 37. HEADINGS, CONSTRUCTION
The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 38. TIME
For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

ARTICLE 39. AUTHORITY TO EXECUTE
Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

ENVIROWASTE SERVICES GROUP, INC.

BY: ____________________________

Printed Name: Julio Fojón

Title: President

Date: 09/30/19

MANATEE COUNTY, a political subdivision of the State of Florida

Theresa Webb, M.A., CPPO, CPPB, CPSM
C.P.M., Procurement Official

Date: __________________________
EXHIBIT A, SCOPE OF SERVICES
AGREEMENT NO. 19-R070549CD

1.01 SCOPE
CONTRACTOR shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide Water and Wastewater Hauling Services that will meet the requirements of the Agreement.

1.02 GENERAL REQUIREMENTS
CONTRACTOR shall meet the following requirements:

A. Provide 3,000-gallon minimum capacity tanker trucks or Vac-Con trucks with certified CDL drivers.
B. Provide tanker trucks or Vac-Con trucks that are equipped with a four-inch suction port and a six-inch discharge port, with appropriately sized hoses and fittings to match both the suction and discharge ports of equal sizing.
C. Obtain all necessary State of Florida decals, permits, and vehicle inspections, and pay all costs in connection with these services if applicable prior to performing hauling services for the County.
D. Possess a current Manatee County Waste hauler permit for the term of the Agreement.
E. Compliance with any NFPA, OSHA, EPA, FDEP, Federal or State of Florida rules, regulations, or other requirements as each may apply.
F. Provide hourly pricing that will begin at the County site requiring services to the of-site location designated for discharge. Portal to portal invoicing is prohibited.

1.03 SERVICE REQUIREMENTS
CONTRACTOR’S service requirements are as follows:

A. Availability twenty-four hours per day, seven days a week to haul water and wastewater on an emergency basis within Manatee County.
B. Arrive on site to any County facility location requiring emergency services within sixty (60) minutes or less of any verbal or written notification from County personnel.
C. Coordinate and schedule responses to any County department requiring regular maintenance hauling services.
D. Dispose of the hauled wastewater into the County’s wastewater system as directed by authorized County staff.

1.04 FEDERAL REQUIREMENTS FOR DECLARED STATE OF EMERGENCY
Upon a declared State of Emergency by the Manatee County Board of County Commissioners, CONTRACTOR shall comply with all Federal requirements listed in Exhibit E of this Agreement.

END OF EXHIBIT A
## FEE SCHEDULE - WATER & WASTEWATER PUMPING AND HAULING SERVICES

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>GROUP A: 3,000 to 5,000 gallon pump tanker with driver</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Monday thru Friday- 8am to 5pm; <strong>Billable:</strong> Manatee County on-site to</td>
<td>$174.00</td>
</tr>
<tr>
<td></td>
<td>manatee County off-site or alternate designated station/ location or gravity</td>
<td></td>
</tr>
<tr>
<td></td>
<td>sewer system</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Monday thru Friday- 5pm to 8am, Holidays, any Weekends; <strong>Billable:</strong></td>
<td>$250.00</td>
</tr>
<tr>
<td></td>
<td>Manatee County on-site to manatee County off-site or alternate designated</td>
<td></td>
</tr>
<tr>
<td></td>
<td>station/ location or gravity sewer system</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>GROUP B: 9-12 yard Vac-con truck with driver</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Monday thru Friday- 8am to 5pm; <strong>Billable:</strong> Manatee County on-site to</td>
<td>$195.00</td>
</tr>
<tr>
<td></td>
<td>manatee County off-site or alternate designated station/ location or gravity</td>
<td></td>
</tr>
<tr>
<td></td>
<td>sewer system</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Monday thru Friday- 5pm to 8am, Holidays, any Weekends; <strong>Billable:</strong></td>
<td>$249.00</td>
</tr>
<tr>
<td></td>
<td>Manatee County on-site to manatee County off-site or alternate designated</td>
<td></td>
</tr>
<tr>
<td></td>
<td>station/ location or gravity sewer system</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT C, AFFIDAVIT OF NO CONFLICT

STATE OF Florida

COUNTY OF Miami-Dade

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] Julio Figón, as [INSERT TITLE] President of [INSERT CONTRACTOR NAME] EnviroWaste Services Group, with full authority to bind (hereinafter "CONTRACTOR"), who being first duly sworn, deposes and says that CONTRACTOR:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONTRACTOR to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 19-R070549CD for Water & Wastewater Hauling & Pumping Services.

DATED this 30th day of September, 2019.

CONTRACTOR Signature

The foregoing instrument was sworn to and acknowledged before me this 30th day of September, 2019, by [NAME] Julio Figón, as [TITLE] President of [CONTRACTOR] EnviroWaste. He / She is personally known to me or has produced [TYPE OF IDENTIFICATION] as identification.

Notary Signature
Commission No. 66259318

LEYMA C. MATOZINHO
MY COMMISSION # GG 256318
EXPIRES: September 17, 2022
Bonded thru Notary Public Underwriters
EXHIBIT D, INSURANCE AND BOND REQUIREMENTS

REQUIRED INSURANCES
The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated by an “X” herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

Automobile Liability Insurance Required Limits
Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- $1,000,000 Combined Single Limit; OR
- $500,000 Bodily Injury and $500,000 Property Damage
- $10,000 Personal Injury Protection (No Fault)
- $500,000 Hired, Non-Owned Liability
- $10,000 Medical Payments

This policy shall contain severability of interests’ provisions.

Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- $1,000,000 Single Limit Per Occurrence
- $2,000,000 Aggregate
- $1,000,000 Products/Completed Operations Aggregate
- $1,000,000 Personal and Advertising Injury Liability
- $50,000 Fire Damage Liability
- $10,000 Medical Expense, and
- $1,000,000, Third Party Property Damage
- $ Project Specific Aggregate (Required on projects valued at over $10,000,000)

This policy shall contain severability of interests’ provisions.

Employer’s Liability Insurance
Coverage limits of not less than:

- $100,000 Each Accident
• $500,000 Disease Each Employee
• $500,000 Disease Policy Limit

☐ Worker's Compensation Insurance

☐ US Longshoremen & Harbor Workers Act
☐ Jones Act Coverage

Coverage limits of not less than:

- Statutory workers’ compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should ‘leased employees’ be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers’ Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers’ Compensation requirements. NOTE: Workers’ Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

☐ Aircraft Liability Insurance Required Limits
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- $ Each Occurrence Property and Bodily Injury with no less than $100,000 per passenger each occurrence or a ‘smooth’ limit.
- $ General Aggregate.

☐ Un-Manned Aircraft Liability Insurance (Drone)
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- $ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- $ General Aggregate

☐ Installation Floater Insurance
When the contract or agreement does not include construction of, or additions to,
above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

Professional Liability and/or Errors and Omissions (E&O) Liability Insurances
Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- $1,000,000 Bodily Injury and Property Damage Each Occurrence
- $2,000,000 General Aggregate

Builder’s Risk Insurance
When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder’s Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than $10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

Cyber Liability Insurance
Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- $ Security Breach Liability
- $ Security Breach Expense Each Occurrence
- $ Security Breach Expense Aggregate
- $ Replacement or Restoration of Electronic Data
- $ Extortion Threats
- $ Business Income and Extra Expense
- $ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than $25,000.
Hazardous Materials Insurance (As Noted Below)
Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.
All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

Pollution Liability
Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Asbestos Liability (If handling within scope of Contract)
Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Disposal
When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

• Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
• Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

Hazardous Waste Transportation Insurance
CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.
All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

• Amount equal to the value of the contract, subject to a $1,000,000 minimum, per accident.
☐ Liquor Liability Insurance
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- $1,000,000 Each Occurrence and Aggregate

☐ Garage Keeper’s Liability Insurance
Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

☐ Bailee’s Customer Liability Insurance
Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization’s premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR’S care, custody and control.

☐ Hull and Watercraft Liability Insurance
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- $ Each Occurrence
- $ General Aggregate
- $ Fire Damage Liability
- $10,000 Medical Expense, and
- $ Third Party Property Damage
- $ Project Specific Aggregate (Required on projects valued at over $10,000,000)

☐ Other [Specify]
REQUIRED BONDS

☐ Bid Bond
A Bid Bond in the amount of $______ or ____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of $______ or ____% of the total offer. in the form of a money order, a certified check, a cashier’s check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over $200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

☐ Payment and Performance Bond
A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over $200,000 requires a Payment and Performance Bond.

I. INSURANCE REQUIREMENTS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

a. “Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to: Liability arising out of activities performed by or on behalf of the CONTRACTOR, his agents, representatives, and employees; products and completed operations of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the CONTRACTOR shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

b. The CONTRACTOR'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONTRACTOR's insurance and shall be non-contributory.

c. The insurance policies must be on an occurrence form.

Workers’ Compensation and Employers’ Liability Coverages
The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the CONTRACTOR for the COUNTY.

II. General Insurance Provisions Applicable To All Policies:

a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy’s renewal date(s) for as long as this contract remains in effect, CONTRACTOR shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.

b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the COUNTY, CONTRACTOR will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

c. The project’s solicitation number and title shall be listed on each certificate.

d. CONTRACTOR shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.

e. CONTRACTOR agrees that should at any time CONTRACTOR fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.

f. The CONTRACTOR waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

g. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.

h. It is the CONTRACTOR’S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONTRACTOR shall include his agents, representatives, and subcontractors working
on the project or at the worksite as insured under its policies, or CONTRACTOR shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.

i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONTRACTOR’s deductible or self-insured retention and to require that it be reduced or eliminated.

j. CONTRACTOR understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY’S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONTRACTOR’S obligation to provide and maintain the insurance coverage specified.

k. The enclosed Hold Harmless Agreement shall be signed by the CONTRACTOR and shall become a part of the contract.

l. CONTRACTOR understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY’S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.

m. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

**III. BONDING REQUIREMENTS**

**Bid Bond/Certified Check.** By submitting a proposal, the CONTRACTOR agrees should its proposal be accepted, to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award. The CONTRACTOR further agrees that failure to execute and deliver said form of Agreement within ten (10) calendar days will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The CONTRACTOR further agrees that in case the CONTRACTOR fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a CONTRACTOR, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

**Payment and Performance Bonds.** Prior to commencing work, the CONTRACTOR shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the CONTRACTOR of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the CONTRACTOR to provide the Payment and
Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best’s Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in CONTRACTOR being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as “A-” or better by Best’s Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to “Manatee County, a political subdivision of the State of Florida”, within ten (10) calendar days after issuance of notice of intent to award.

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the CONTRACTOR shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the CONTRACTOR until the CONTRACTOR has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the CONTRACTOR. Failure of the CONTRACTOR to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible CONTRACTOR or re-advertise this RFP.

Failure of COUNTY at any time to require performance by the CONTRACTOR of any provisions set out in the resulting Agreement will in no way affect the right of COUNTY, thereafter, to enforce those provisions.

[Remainder of page intentionally left blank]

[Remainder of page intentionally left blank]
CONTRACTOR’S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance and bond requirements of this Agreement and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

Date: 09/30/19

Consultant Name: Emprowaste Services Group

Authorized Signature: [Signature]

Printed Name/Title: Julio Fojon, President

Insurance Agency: Lockton Companies

Agent Name: Natalie Pardo

Agent Phone: 404 460 3600

Surety Agency: [Blank]

Surety Name: [Blank]

Surety Phone: [Blank]

Please return this completed and signed statement with your agreement.
### CERTIFICATE OF LIABILITY INSURANCE

**DATE (MM/DD/YYYY)**: 07/31/2020

**NAIC #**

**INSURER(S) AFFording COVERAGE**

<table>
<thead>
<tr>
<th>Insurer</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zurich American Insurance Company</td>
<td>16535</td>
</tr>
<tr>
<td>American Guarantee and Liab. Ins. Co.</td>
<td>26247</td>
</tr>
<tr>
<td>Ironshore Specialty Insurance Co</td>
<td>25445</td>
</tr>
<tr>
<td>Travelers Property Casualty Co of America</td>
<td>25674</td>
</tr>
<tr>
<td>Great American Insurance Company</td>
<td>16691</td>
</tr>
</tbody>
</table>

### COVERAGES

**CERTIFICATE NUMBER:** 16333821

**REVISION NUMBER:** XXXXXXX

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

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

#### PRODUCER

Lockton Companies  
3280 Peachtree Road NE, Suite #250  
Atlanta GA 30305  
(404) 460-3600

#### INSURED

1422101  
Envirowaste Services Group, Inc.  
Envirowaste Holding Corp.  
18001 Old Cutler Road, Suite 554  
Palmetto Bay FL 33157

#### IMPORTANT NOTIFICATIONS

- This certificate is subject to the terms of the underlying policies and is not a substitute for those policies.
- It is the responsibility of the certificate holder to verify the coverage limits and exclusions.
- Changes to the certificate or underlying policies must be made in writing.

### COVERAGE INFORMATION

<table>
<thead>
<tr>
<th>LTR</th>
<th>Type of Insurance</th>
<th>Admitted Sub. Wd.</th>
<th>Policy Number</th>
<th>Policy Eff Date</th>
<th>Policy Exp Date</th>
<th>Policy Mm/DD/YYYY</th>
<th>Policy Exp Mm/DD/YYYY</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>A X</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>X</td>
<td>Y N</td>
<td>GLOSS571339-07</td>
<td>7/31/2019</td>
<td>7/31/2020</td>
<td>EACH OCCURRENCE $1,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (If occurrence) $300,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person) $5,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE $2,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMM/OP AGG $2,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>OTHER: $</td>
<td></td>
</tr>
<tr>
<td>B X</td>
<td>AUTOMOBILE LIABILITY</td>
<td>X</td>
<td>N N</td>
<td>RAP5571338-07</td>
<td>7/31/2019</td>
<td>7/31/2020</td>
<td>COMBINED SINGLE LIMIT (Per occurrence) $1,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BODYL INJURY (Per person) $XXXXXXX</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BODYL INJURY (Per accident) $XXXXXXX</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per accident) $XXXXXXX</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>OTHER: $XXXXXXX</td>
<td></td>
</tr>
<tr>
<td>C X</td>
<td>POLLUTION LIABILITY CONTRACTORS &amp; EQUIPMENT</td>
<td>N</td>
<td>N</td>
<td>004156800</td>
<td>7/31/2019</td>
<td>7/31/2020</td>
<td>$1,000,000 LIMIT ** See Attached**</td>
<td></td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES:**

This certificate supersedes all previously issued certificates for this holder, applicable to the carriers listed and the policy term(s) referenced. Re: Agreement# 19-R070549CD. Manatee County, is included as an Additional Insured with respect to General Liability, as per written contract, subject to terms, conditions and exclusions of policy.

### CERTIFICATE HOLDER

**CANCELLATION**

See Attachment

**16333821**

Manatee County  
1112 Manatee Avenue West  
Suite 803  
Bradenton, FL 34205

**AUTHORIZED REPRESENTATIVE**

© 1988-2019 ACORD CORPORATION. All rights reserved.
INLAND MARINE LIMITS

Listed Items: $905,911
Unlisted Items: $200,000 Not to Exceed $5,000 Per Item
Leased or Rented Items: $250,000 Per Item

Deductible: $1,000; Windstorm 1% subject to $1,000 Minimum, $10,000 Maximum
1. **CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required, all contracts made by the County that are funded in whole, or in part, by a Federal grant the following provisions will apply:

   a) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708)** - Where applicable, successful Bidders for Federal grant funded contracts awarded by the County in excess of $100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act. The successful Bidder must compute the wages of every mechanic and laborer based on a standard work week of 40 hours.

   Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or underworking conditions which are unsanitary, hazardous or dangerous.

   NOTE: These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

   b) **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251–1387), as amended** - If awarded, successful Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Successful Bidder shall report all violations of such Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

   c) **Debarment and Suspension (Executive Orders 12549 and 12689)** - Any Bidder listed on the government-wide exclusions in the System for Award Management (SAM), will not be eligible for award of this IFB in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

   d) **Byrd Anti-Lobbying Amendment (31U.S.C. 1352)** – Bidders for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other

e) **Minority/Women-owned/Labor Surplus Firms’ Participation** - The County, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women-owned business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, by the successful Bidder, successful Bidder shall be required to take the affirmative steps listed in items 1 through 5 below:

1. Place qualified small and minority businesses and women-owned business enterprises on its solicitation lists;
2. Assure that small and minority businesses, and women-owned business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women-owned business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small, minority, and women-owned business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

f) **Contract Cost and Price** - County will perform a cost or price analysis in connection with this IFB prior to the Due Date and Time.

1. The County will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the successful Bidder, successful Bidder’s investment, the amount of subcontracting, the quality of the subcontractor’s record of past performance, and industry profit rates in the surrounding geographical area for similar work.
2. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the County under Subpart E - Cost Principles of this part.
3. The cost plus a percentage of cost method will not be used.
FORM 1
CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS
ITB No. 19-R070549CD, WATER & WASTEWATER HAULING SERVICES

Bidder must fully complete and return this form with its Bid.

Clean Air Act (42 U.S.C. 7401–7671q,) and the Federal Water Pollution Control Act (33U.S.C. 1251–1387), as amended - If awarded, successful Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Successful Bidder shall report all violations of such Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Acknowledged by:

EnviroWaste Services Group, Inc.

Firm Name (print)

Signature

8/26/19

Date

Julio Fojon, President

Printed Name and Title
FORM 2
DEBARMENT AND SUSPENSION
ITB No. 19-R070549CD, WATER & WASTEWATER HAULING SERVICES

Bidder must fully complete and return this form with its Bid.

By signing below, Bidder confirms that it is not listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

[Signature]

Date 6/28/19

Julio Fojon, President
Printed Name and Title

EnviroWaste Services Group, Inc.
Printed Firm Name
FORM 3
Byrd Anti-Lobbying Amendment
ITB No. 19-R070549CD, WATER & WASTEWATER HAULING SERVICES

Bidder must fully complete and return this form with its Bid.

By signing below, Bidder confirms that it has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352

[Signature] 8/28/19

Julio Fojon, President

[Printed Name and Title]

EnviroWaste Services Group, Inc.

[Printed Firm Name]
FORM 4
MINORITY/WOMEN-OWNED/LABOR SURPLUS FIRMS' PARTICIPATION
ITB No. 19-R070549CD, WATER & WASTEWATER HAULING SERVICES

Bidder must fully complete and return this form with its Bid.

Pursuant to C.F.R. 200.321 successful Bidder, agrees to take the affirmative steps listed in items 1 through 5 below:

1. Place qualified small and minority businesses and women-owned business enterprises on its solicitation lists;
2. Assure that small and minority businesses, and women-owned business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women-owned business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small, minority, and women-owned business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Company. EnviroWaste Services Group, Inc.

Address. 18001 Old Cutler Rd, #554

County. Miami Dade State. Florida Zip. 33157

Signature

President

Julio Fojon
Printed Name

Title

8/28/19
Date