

**RENEWAL/EXTENSION OF CONTRACT BETWEEN
THE LAKE COUNTY WATER AUTHORITY
and
SUSTAINABLE WATER INFRASTRUCTURE GROUP, LLC
to
LOAD AND HAUL DEWATERED ALUM RESIDUAL FROM THE NURF**

THIS RENEWAL/EXTENSION OF CONTRACT ("AGREEMENT") is dated as of the 1ST day of DECEMBER, 2023 by and between the LAKE COUNTY WATER AUTHORITY (hereinafter called LCWA) with principal address at 27351 SR 19, Tavares, FL 32778 and SUSTAINABLE WATER INFRASTRUCTURE GROUP, LLC (hereinafter called SWIG or Contractor) with principal address at 51 Knight Boxx Rd. Orange Park, FL 32065. LCWA and SWIG, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1.0 GENERAL.

The purpose of this Agreement is to extend the time allowed and edit certain terms and conditions of that certain CONTRACT BETWEEN THE LAKE COUNTY WATER AUTHORITY and SUSTAINABLE WATER INFRASTRUCTURE GROUP, LLC to LOAD AND HAUL DEWATERED ALUM RESIDUAL FROM THE NURF, dated May 18, 2023 ("**Initial Agreement**") remove stored alum residual from the LCWA's Nutrient Reduction Facility ("**NuRF**") located at 16100 CR 48, Mt. Dora, FL 32757.

2.0 Section 10.2 of the Initial Agreement shall be deleted and replaced in its entirety with the following:

10.2 The Agreement shall be completed by March 29, 2024, unless extended by LCWA, in accordance with Section 12.

3.0 Section 10.3 is created, as follows:

10.3 LCWA will apply a \$1,000 daily penalty to SWIG for any work perform beyond March 29, 2024.

3.0 Section 2.9 is created, as follows:

2.9 SWIG is responsible for installation, maintenance, and repair cost of access needed to perform the load and haul from the NuRF, as shown on the attached Exhibit "A."

4.0 All other terms and conditions of the Initial Agreement remain in full force and effect.

IN WITNESS WHEREOF, LAKE COUNTY WATER AUTHORITY and SUSTAINABLE WATER INFRASTRUCTURE GROUP, LLC have signed this Agreement. All portions of the Contract Documents have been signed, initialed, or identified by both parties. This Agreement will be effective on DECEMBER 1, 2023.

[Signature Page to Follow]

OWNER: Lake County Water Authority

ADDRESS FOR GIVING NOTICES:

27351 SR 19

Tavares, FL 32778

Roberto Bonilla, Executive Director LCWA



Date: 12-1-23

FEIN # 59-6018003

CONTRACTOR: Sustainable Water Infrastructure Group, LLC

ADDRESS FOR GIVING NOTICES

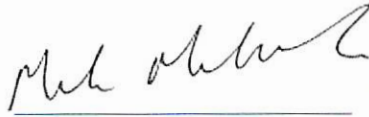
51 Knight Boxx

Orange Park, Florida 32065

Name Mark Merkelbach

Date 12/1/2023

Signature



Title COO

FEIN # 82-2425924

**CONTRACT BETWEEN
THE LAKE COUNTY WATER AUTHORITY
and
SUSTAINABLE WATER INFRASTRUCTURE GROUP, LLC
to
LOAD AND HAUL DEWATERED ALUM RESIDUAL FROM THE NURF**

THIS AGREEMENT is dated as of the 18 day of May, 2023 by and between the LAKE COUNTY WATER AUTHORITY (hereinafter called LCWA) with principal address at 27351 SR 19, Tavares, FL 32778 and SUSTAINABLE WATER INFRASTRUCTURE GROUP, LLC (hereinafter called SWIG or Contractor) with principal address at 3201 1st Ave S., Suite 212, Seattle, WA 98143. LCWA and SWIG, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1.0 GENERAL.

The purpose of this contract is to remove stored alum residual from the LCWA's Nutrient Reduction Facility (NuRF) located at 16100 CR 48, Mt. Dora, FL 32757.

PROJECT MANAGER AND NOTICES.

Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers shall assist with PROJECT coordination and shall be the party's prime contact person. Notices or reports shall be sent to the attention of the Project Manager by U.S. mail, postage paid to the parties' addresses as set forth below:

Project Manager for the LCWA:	Steve Crawford Lake County Water Authority 27351 SR 19 Tavares, Florida 32778
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Project Manager for SWIG:	Vincent Seibold Sustainable Water Infrastructure Group 51 Knight Boxx Rd. Orange City, Florida 32605
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2.0 SERVICES.

- 2.1. SWIG shall provide for removal of stored alum residual from the LCWA's NuRF located at 16100 CR 48, Mt. Dora, FL 32757. Initially SWIG will focus on portions of the Dry Containment Area, shown in Exhibit C designated by the LCWA. SWIG will coordinate with the LCWA before moving onto other portions of the NuRF site for additional removal of residuals.
- 2.2. The alum residual shall be taken to: Lake Jem Farms at 16929 County Road 48, Mt Dora, FL 32757 as shown in Exhibit A or approved alternate location. All necessary permits shall be obtained by SWIG.
- 2.3. The work shall consist of clearing and removing specified stored alum residual at the LCWA's NuRF. Work shall include: 1) loading the alum residual and 2) hauling the alum residual to an approved site(s). Ineligible debris shall not be loaded, hauled, or dumped under this contract. SWIG is liable for all ineligible material handled during the life of this contract.
 - 2.3.1. Only alum residual of the NuRF containment area(s) shall be removed. SWIG AND/OR ITS SUBCONTRACTORS shall not enter into private property during the performance of this contract unless pre-approved by LCWA contract manager.

- 2.4. SWIG shall repair any damage caused by SWIG AND/OR ITS SUBCONTRACTORS's equipment in a timely manner at no expense to the LCWA. The work area shall be returned to pre-work conditions after each removal event.
- 2.5. SWIG AND/OR ITS SUBCONTRACTORS shall use their own equipment and perform work in a manner to prevent damage to LCWA's infrastructure facilities. All tracked or wheeled equipment shall be approved by the LCWA prior to use. All loading equipment is required to operate from within the containment area(s) using buckets and/or boom and grapple devices to remove and load the debris. Any damage to levees or private property shall be repaired at the expense of SWIG.
- 2.6. SWIG AND/OR ITS SUBCONTRACTORS shall conduct the work so as not to interfere with the operation of the NuRF.
- 2.7. The LCWA reserves the right to inspect the site, verify quantities and review operations at any time.
- 2.8. All work shall be accomplished in a safe manner in accordance with LCWA Safety Standards and OSHA standards.

3.0 Deleted

4.0 DEBRIS CLASSIFICATION.

- 4.1. Eligible Debris. Eligible debris is considered all stored alum residual material located at the NuRF containment areas in Exhibit C and D.

5.0 PERFORMANCE SCHEDULE.

- 5.1. SWIG AND/OR ITS SUBCONTRACTORS shall commence performance within thirty days of receipt of notice to proceed and complete all approved work within 90 days from commencement in accordance with Section 12. of this contract, unless LCWA allows for exceedance due to weather or containment conditions.
- 5.2. All activity associated with material removal operations shall be performed during 7AM – 7PM. SWIG AND/OR ITS SUBCONTRACTORS may work 7 days per week, including holidays.
- 5.3. Both parties pursuant to applicable county, state and federal law will equitably negotiate subsequent changes in cost and completion time.

6.0 EQUIPMENT.

- 6.1. All trucks and other equipment shall be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment must be equipped with backup alarms. Any truck used to haul material must be capable of rapidly dumping its load without the assistance of other equipment. All equipment used to haul material shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. All hauling equipment shall be weighed and marked for its tare weight. SWIG AND/OR ITS SUBCONTRACTORS are responsible for ensuring all loading and transport equipment complies with state and local laws. SWIG prior to use will inspect all equipment.

7.0 REPORTING.

- 7.1. SWIG shall submit a report to the LCWA each week of the term of the contract. A sample daily operational report is attached in Exhibit B. Each report shall contain, at a minimum, the following information:
 - Contractor's Name
 - Crew

- Date of Report
- Yards of material removed
- Number of Truck Trips

8.0 OTHER CONSIDERATIONS.

- 8.1. SWIG shall supervise and direct the work, using skillful labor and proper equipment for all tasks. The safety of SWIG AND/OR ITS SUBCONTRACTORS's personnel and equipment is the responsibility of SWIG. Additionally, SWIG shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- 8.2. SWIG AND/OR ITS SUBCONTRACTORS shall be duly licensed in accordance with statutory requirements to perform the work in Lake County and Florida.
- 8.3. SWIG AND/OR ITS SUBCONTRACTORS shall be responsible for taking corrective action in response to any notices of violations issued as a result of SWIGs or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the LCWA.
- 8.4. SWIG is responsible for obtaining all applicable environmental and regulatory permits prior to the contractor commencing operations.
- 8.5. SWIG AND/OR ITS SUBCONTRACTORS are responsible for dust control. SWIG AND/OR ITS SUBCONTRACTORS shall be in compliance with all state and local laws for dust control.
- 8.6. The LCWA may suspend contractor operations due to inclement weather. The performance period may be extended for weather delays.
- 8.7. SWIG shall employ as many local residents and subcontractors as possible as part of this contract.

9.0 FINAL DISPOSITION

Landfill disposal fees are the responsibility of SWIG.

10.0 COMPLETION.

- 10.1 The project shall be considered complete when SWIG has completed approved removal activities in accordance with this section the contract and returned to grade, all damaged property and turf have been restored to pre-construction condition, and the LCWA project manager approves completion.
- 10.2 The contract shall be completed by September 30, 2023, unless extended by LCWA, in accordance with Section 12.

11.0 INSURANCE

- 11.1 Prior to signing the contract, SWIG agrees to furnish the LCWA with all applicable certificates of insurance.
- 11.2 SWIG shall maintain at all times during the term of any contract, without cost or expense to the LCWA, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the LCWA, insuring SWIG against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the SWIG under the terms and provisions of the contract. SWIG is responsible for timely provision of certificate(s) of insurance to the LCWA at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract. Such policies of insurance, and confirming certificates of insurance, shall insure SWIG is in accordance with the following minimum limits:

General Liability Insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate \$1,000,000/2,000,000
Personal & Adv. Injury \$1,000,000
Medical Expense \$5,000
Contractual Liability Included
Broad Form Property Damage ("x-c-u" exclusion removed)

Automotive Liability Insurance, including owned, non-owned, and leased vehicles with the following minimum limits and coverage:

Combined Single Limit \$1,000,000

Workers' Compensation Insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, SWIG must provide a notarized statement they will not hold the LCWA responsible for any payment or compensation.

Employer's Liability Insurance with the following minimum limits and coverage:

Each Accident \$1,000,000
The Lake County Water Authority, and the Lake County Water Authority Board of Trustees, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

Commercial Pollution Legal Liability Insurance, which shall be an occurrence-based policy, in a minimum amount of five hundred thousand dollars (\$500,000) for each occurrence, One Million dollars (\$1,000,000) combined limit. The insurance provided shall cover all risks that relate to the loading, transportation and disposal of the sediment on- and off-site. The insurance provided shall provide coverage beyond the entire term of this Agreement ("Tail Coverage") for a period of thirty (30) days. The "Tail Coverage" shall not be discontinued by the insurer without thirty (30) days prior written notice to the LWCA.

Sub-Contractors' Insurance shall be verified by the CONTRACTOR *and* LCWA before the CONTRACTOR permits them to commence work on the project. The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the LCWA of any change, cancellation, or nonrenewal of the provided insurance. It is the contractor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder. If it is not possible for the contractor to certify compliance, on the certificate of insurance, with all of the above requirements, then the contractor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

11.3 Certificate holder shall be:

LAKE COUNTY WATER AUTHORITY, AND THE LAKE COUNTY WATER AUTHORITY
BOARD OF TRUSTEES. 27351 S.R. 19 TAVARES, FL 32778-4251

Certificates of insurance shall evidence a waiver of subrogation in favor of the LCWA, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross

Liability or Severability of Interests provision, with no requirement of premium payment by the LCWA. The contractor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime contractor, evidencing coverage and terms in accordance with the contractor's requirements. All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the LCWA. At the option of the LCWA, the insurer shall reduce or eliminate such self-insured retentions, or the contractor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses. The LCWA shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the contractor and/or sub-contractor providing such insurance. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default. Neither approval by the LCWA of any insurance supplied by the contractor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the contractor or subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

- 11.4 SWIG AND/OR ITS SUBCONTRACTORS shall save and hold the LCWA harmless from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this contract, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of SWIG, any subcontractor, agent or employee.

12.0 PAYMENT.

- 12.1. SWIG will submit monthly invoices for work authorized under this contract. Payment for work will be made within 30 days of submittal of an invoice. SWIG will provide the LCWA Project Manager weekly reports of work accomplished; Payment requires the LCWA's Project Manager's approval of reported work. The invoices will be distributed as follows:

12.1.1 From contract execution through September 30, 2023, SWIG shall remove up to 20,000 cubic yards (cy) of alum residuals, from the dry containment area as shown in Exhibit C, at a fee rate of \$28.00/cy.

12.1.2 From October 1, 2023, through September 30, 2024, there will be an option for both LCWA and SWIG to agree to renew the contract under the same terms for SWIG to remove a minimum of 25,000 cubic yards of alum residuals, from the dry containment area as shown in Exhibit C, at a fee rate of \$28.00/cy. The LCWA Board must approve any contract renewal or extension pursuant to this subsection.

The final invoice for each fiscal year will be paid after the LCWA Project Manager has approved project completion, including removal of all target material, repair of all damages, and all subcontractors have been compensated by SWIG.

- 12.2. Except as otherwise provided herein, payment shall be made for actual work accepted and completed. Payment made is based on the post mark date or hand delivery date.

- 12.3. **For reasonable cause and/or when satisfactory progress has not been achieved by SWIG during any period for which a payment is to be made, the LCWA authorized agent may retain a percentage of said payment, not to exceed 10% of the invoice value** to insure performance of the contract. Said cause and progress shall be determined by the LCWA authorized agent, in his/her sole discretion, based on his/her assessment of any past performance of SWIG AND/OR ITS SUBCONTRACTORS and the likelihood that such performance will

continue. Upon completion of all contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.

- 12.4. The LCWA may withhold payment or final payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.
- 12.5. Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within thirty days of the certification of completion of the project by the LCWA authorized agent provided SWIG has completed filing of all contractually required documents and certifications with the LCWA authorized agent including acceptable evidence of the satisfaction of all claims or liens.

13.0 CHANGES, ADDITIONS, DEDUCTIONS, AND EXTRA WORK

Upon proper action by the LCWA Board of Trustees, the LCWA authorized agent may authorize changes, additions, or deductions from the work to be performed by written notice to SWIG. No extra work shall be done, or any obligation incurred except upon written order by the LCWA authorized agent. If any change causes an increase or decrease in SWIG's cost of, or the time required for, the performance of any part of the work under this contract, the LCWA authorized agent, with Board of Trustee concurrence, shall make an equitable adjustment and modify the contract in writing.

14.0 TERMINATION OF CONTRACT

- 14.1 The LCWA or SWIG may, by written notice terminate this Agreement or any Task Authorization issued hereunder, in whole or in part, at any time, either for the LCWA's or SWIG's convenience or because of the failure of SWIG to fulfill its Agreement obligations. Upon receipt of such notice, SWIG shall:
 - 14.1.1 Immediately discontinue all services affected unless the notice directs otherwise, and
 - 14.1.2 Deliver to the LCWA all data, drawings, specifications, reports, estimates, summaries and any and all such other information and materials of whatever type or nature as may have been accumulated by SWIG performing this Agreement, whether completed or in the process.
- 14.2 If the termination is for the convenience of LCWA, SWIG shall be paid compensation for services performed to the date of termination.
- 14.3 If the termination is due to the failure of SWIG to fulfill its Agreement obligations, the LCWA may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, SWIG shall be liable to the LCWA for all reasonable additional costs occasioned to the LCWA thereby. SWIG shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault of negligence of SWIG; however, SWIG shall be responsible and liable for the actions of its subcontractors, agent's employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy acts of the LCWA in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, failure to perform must be beyond the control and without any fault or negligence of SWIG.

- 14.4 If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that SWIG had not so failed, the termination shall be conclusively deemed voided, and SWIG allowed to resume work as provided in section 2.0.

15.0 WARRANTIES AND REPRESENTATIONS

- 15.1. All claims, disputes or other matters in question concerning or arising out of or relating to this Agreement, or its breach, the parties shall endeavor to resolve first by mediation. Any party shall initiate mediation by serving a written request for mediation to the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the LCWA shall select the mediator who, if selected solely by the LCWA shall be a to file a suit or other legal proceeding will expire or otherwise be compromised, no suit or other legal proceeding shall be filed until the mediator declares an impasse, which declaration in any event, shall be issued by the mediator not later than thirty (30) days after the initial mediation conference. The location of the mediation shall be in Lake County, Florida.
- 15.2. The parties agree that the exclusive and proper venue for any collection, enforcement or other action or any suit or proceeding at law or equity arising out of, concerning or relating in any way to this Agreement, and/or the Project and/or the work shall be the Court in and for Lake County, Florida
- 15.3. SWIG AND/OR ITS SUBCONTRACTORS shall comply with all Federal, State, County, and municipal laws, ordinances, and regulations. SWIG AND/OR ITS SUBCONTRACTORS shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. SWIG further certifies eligibility to perform this contract under local and Federal law, is not now and has never been debarred from performing Federal or State government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

16.0 DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS

- 16.1. When SWIG AND/OR ITS SUBCONTRACTORS's work does not conform to the Contract requirements completely, a deficiency exists. If a deficiency(s) is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.
- 16.2. Corrective Actions. If deficiencies are identified, the LCWA must take action to correct those deficiencies using one, or in some cases a combination of, the following:
- 16.2.1. Stop Unsafe Work. The LCWA authorized agent may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.
- 16.2.2. Issue a Stop Work Order. If the LCWA authorized agent determines the deficiency is serious, the LCWA can issue a stop work order.
- 16.2.3. The Contract may be terminated.
- 16.3. The LCWA may discuss corrective actions with SWIG to prevent future occurrences.
- 16.4. The LCWA authorized agent will notify SWIG, in writing, of any observed noncompliance with the aforementioned Federal, State, or local laws or regulations. Such notice, when delivered to SWIG AND/OR ITS SUBCONTRACTORS at the site of the work, shall be deemed sufficient for the purpose. After receipt of such notice, immediately inform the LCWA authorized agent of the proposed corrective action and take such action as may be approved. If SWIG AND/OR ITS SUBCONTRACTORS fails or refuses to comply promptly, the LCWA authorized agent may issue

an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by SWIG AND/OR ITS SUBCONTRACTORS.

17.0 NOTICES

- 17.1. The SWIG Project Manager, as noted in Section 1.0, of this contract shall receive any Notice required hereunder and who shall be available at the designated work site during times that SWIG is performing work in accordance herewith.
- 17.2. The only LCWA personnel authorized to receive any Notice required hereunder are the LCWA authorized agent. Said Notice must be hand delivered during normal business hours to the location designated by the LCWA.

18.0 OTHER CONTRACTS.

The LCWA reserves the right to issue other contracts or direct other contractors to work within the area included in this contract.

19.0 EXHIBITS.

- Example Weekly Operational Report
- Location Maps

20.0 INNOVATIVE TECHNOLOGY

SWIG is very interested in collaborating with the LCWA on innovative methods to manage and dewater the residuals at the NuRF. This includes potentially contributing capital for equipment and/or staffing to implement agreed upon innovative methods through a "Pilot Project." The future costs for hauling dried residuals could be considerably lower going forward as a result.

21.0 ACCEPTANCE OF CONTRACT

SWIG AND/OR ITS SUBCONTRACTORS shall provide all the documentation required as per SECTION BONDING AND INSURANCE of this contract within the specified time limit and providing a list of all Sub-Contracts and Proof of Insurance of all Sub-Contractors being used under this contract.

SWIG AND/OR ITS SUBCONTRACTORS shall provide the LCWA the required insurance certificate(s) with a clause that shows Indemnity and Hold Harmless from injuries, damages, or losses caused by the negligent actions of SWIG AND/OR ITS SUBCONTRACTORS or its Employees to the LCWA.

SWIG AND/OR ITS SUBCONTRACTORS shall provide proof of Workman's Compensation as required by the State of Florida.

As agreed, by the LCWA and SWIG, local sub- contractors and individuals will be used, to the extent possible, during this alum residual removal project.

SWIG agrees to complete the work in a professional, workmanlike manner and within the scope of work guidelines and fee rate set forth above.

This Agreement constitutes the entire agreement between the parties and may be amended only by an instrument in writing, signed by all parties to this Agreement.

IN WITNESS WHEREOF, LAKE COUNTY WATER AUTHORITY and SUSTAINABLE WATER INFRASTRUCTURE GROUP, LLC have signed this Agreement. All portions of the Contract Documents have been signed, initialed, or identified by both parties. This Agreement will be effective on 5/18/2023.

OWNER: Lake County Water Authority

ADDRESS FOR GIVING NOTICES:

27351 SR 19

Tavares, FL 32778

Ben Garcia, Executive Director LCWA



Date: 5/18/23

FEIN # 59-6018003

CONTRACTOR: Sustainable Water Infrastructure Group, LLC

ADDRESS FOR GIVING NOTICES

3201 1st Ave. S, Suite 212

Seattle, WA 98134

Name Mark Merkelbach Signature



Title COO

Date 5/17/2023

FEIN # 82-2425924

Exhibit A

SWIG Residuals Storage Area Site Map



Exhibit B

EXAMPLE of WEEKLY OPERATIONAL

REPORT CONTRACT NO. _____

WEEKLY REPORT			
CONTRACTOR:			DATE OF REPORT:
DAY	Number of Truck Loads	Number of Yards Removed	Notes
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			
Week Total			

By signing this time sheet, I certify the number of loads above are correct and true.

Employee Signature

Date

Exhibit C

Aerial View of NuRF Dry Containment Area



Exhibit D

Aerial View of NuRF North Containment Area





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/19/2023

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 19689 7th Avenue NE STE 183, PMB#369 Poulsbo WA 98370	CONTACT NAME: Sarah Fish PHONE (A/C, No, Ext): 360-626-2961 FAX (A/C, No): 360-626-2961 E-MAIL ADDRESS: sarah.fish@assuredpartners.com
INSURED Sustainable Water Infrastructure Group LLC 3201 1st Ave, Suite 212 Seattle WA 98134	INSURER(S) AFFORDING COVERAGE INSURER A : Underwriters at Lloyd's, London/Rivington INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
License#: 6003745 SUSTWAT-02	NAIC # 26623

COVERAGES**CERTIFICATE NUMBER:** 973273156**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		ENC0003333-05	4/15/2023	4/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$100,000 PERSONAL & ADV INJURY \$25,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ENC0003333-05	4/15/2023	4/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		ENX0007026-03	4/15/2023	4/15/2024	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab; Claims Made Contractors Pol Liab; Occurrence		ENC0003333-05	4/15/2023	4/15/2024	Per Claim: \$2,000,000 Per Occur: \$1,000,000 Aggr: \$2,000,000 Aggr: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is an additional insured per the attached.

CERTIFICATE HOLDER**CANCELLATION**

LAKE COUNTY WATER AUTHORITY, AND THE LAKE COUNTY WATER AUTHORITY BOARD OF TRUSTEES.
27351 S.R. 19
TAVARES FL 32778-4251

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Effective Date: 4/15/2023	PolicyNumber: ENC0003333-05
	Endorsement Number: 2

PRIMARY/NON-CONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

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

SCHEDULE:

Specific Entity to Schedule if required –

As required by written contract.

Effective Date: 4/15/2023	PolicyNumber: ENC0003333-05
	Endorsement Number: 3

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

In consideration of a premium change of , this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Effective Date: 4/15/2023	PolicyNumber: ENC0003333-05
	Endorsement Number: 4
ADDITIONAL INSURED – OWNERS, LESSORS OR CONTRACTORS – COMPLETED OPERATIONS	

In consideration of a premium change of , this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Effective Date: 4/15/2023	PolicyNumber: ENC0003333-05
	Endorsement Number: 6

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) where this endorsement is required by contract.

All Person(s) Or Organization(s) where this endorsement is required by contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Effective Date: 4/15/2023	PolicyNumber: ENC0003333-05
	Endorsement Number: 8

HIRED AND NON-OWNED AUTO LIABILITY COVERAGE ENDORSEMENT

In consideration of a premium change of , this endorsement modifies insurance provided under the Commercial General Liability coverage applicable to this policy.

All other terms and conditions of this Policy remain unchanged.

COVERAGE:	
Hired Auto Liability	
Non-Owned Auto Liability	
Limits of Insurance:	
\$1,000,000	Each Occurrence
\$1,000,000	Aggregate (included in General Aggregate of Policy)

HIRED AUTO LIABILITY

This insurance provided under this policy applies to “bodily injury” or “property damage” arising out of the maintenance or use of a “hired auto” by you or your employee in the course of your business.

NON-OWNED AUTO LIABILITY

The insurance provided under this policy applies to “bodily injury” or “property damage” arising out of the use of a “non-owned auto” in your business by any person other than you.

With respect to the insurance provided by this endorsement:

1. The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, 2. Exclusions items c., e., g., h., i., j., k., m., n. and o. are deleted and replaced by the following:

- a. “Bodily injury”:

- i. To an employee of the insured arising out of and in the course of employment by the insured; or
- ii. To the spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

- i. Whether the insured may be liable as an employer or in any other capacity; and
- ii. To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

- iii. Liability assumed by the insured under an “insured contract”; or
- iv. “Bodily injury” to “domestic employees” not entitled to worker’s compensation benefits.

b. “Property damage”:

- i. To any vehicle rented or hired under a written rental contract or agreement; or
- ii. To property owned or transported by the insured or in the insured’s care, custody or control.

2. The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION II – WHO IS AN INSURED** is deleted in its entirety with respect to coverage afforded by this endorsement and replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

- a. You
- b. Any other person using a “hired auto” with your permission;
- c. With respect to a “non-owned auto”, any partner or executive officer of yours, but only while such “non-owned auto” is being used in your business;
- d. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under a., b. or c. above.

None of the following is an insured under this insurance:

- e. Any person engaged in the business of his or her employer with respect to “bodily injury” to any co-employee of such person injured in the course of employment;
- f. Any partner or executive officer with respect to an “auto” owned by such partner or executive officer or a member of their household;
- g. Any person while employed in or otherwise engaged in duties in connection with an “auto business”, other than an “auto business” you own or operate;
- h. The owner or lessee, of whom you are a sub lessee, of a “hired auto” or the owner of a “non-owned auto” or any agent or employee of any such owner or lessee;
- i. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

DEFINITIONS:

The following additional definitions apply to coverage provided by this endorsement:

- a) "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos."
 - b) "Domestic employees" are persons engaged in household or domestic work performed principally in connection with a residence premises.
 - c) "Hired auto" means any "auto" you lease, hire or borrow. This does not include any "auto" you lease, hire or borrow from any of your employees or members of their households, or from any of your partners or executive officers.
 - d) "Non-owned auto" means any "auto" you do not own, lease, hire or borrow which is used in connection with your business. However, if you are a partnership a "non-owned auto" does not include any "auto" owned by any partner.
3. In the event of loss arising out of any one "occurrence" which is also insured under the Hired and Non-Owned Auto Liability Project(s) endorsement, issued by us, the Limit of Insurance of this endorsement shall not exceed the highest applicable Limit of Insurance that is applicable to the claim or 'suit' under this endorsement, and that limit shall be the only Limits of Insurance payable by us. This is the most we will pay regardless of the number of insureds, claims made, or "suits" brought, or persons or organizations making claims or "suits".

Effective Date: 4/15/2023	PolicyNumber: ENC0003333-05
	Endorsement Number: 11
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION	

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **Damages** and **Claims Expenses** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **Damages** or **Claims Expenses** occurring after:

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

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

Effective Date: 4/15/2023	PolicyNumber: ENC0003333-05
	Endorsement Number: 12

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

All other terms and conditions of this Policy remain unchanged.

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **Damages** and **Claims Expenses** caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured.

Effective Date: 4/15/2023	PolicyNumber: ENC0003333-05
	Endorsement Number: 16

WAIVER OF SUBROGATION – CONTRACTORS POLLUTION LIABILITY AND PROFESSIONAL LIABILITY

This endorsement modifies insurance to all coverages applicable to this policy and applies specifically for the entity scheduled below.

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):
All person(s) or organization(s) where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **XX. SUBROGATION** is deleted in its entirety and replaced with the following:

XX. SUBROGATION

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the **Insureds'** rights of recovery therefore against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. The Underwriters agree to waive its rights of recovery against any person or entity for a **Claim** which is covered pursuant to this Policy, but only where indemnity or contractual obligation has been provided by the **Named Insured** pursuant to a written contract. Any recoveries shall be applied first to subrogation expenses, second to the **Named Insured** to the extent of any payments in excess of the Limit of Liability, third to **Damages, Cleanup Costs** and **Claims Expenses** paid by the Underwriters, and fourth to the Deductible. Any additional amounts recovered shall be paid to the **Named Insured**.

Binder Receipt



59-1638761519

Pending issuance and delivery of a policy pursuant to the application of the insured and to all the terms and conditions of the policy issued by the company, and in consideration of the application for the insurance and \$ 324.37 the receipt of which is hereby acknowledged, the

- | | |
|--|--|
| <input checked="" type="checkbox"/> STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY | <input type="checkbox"/> STATE FARM GENERAL INSURANCE COMPANY |
| <input type="checkbox"/> STATE FARM FIRE AND CASUALTY COMPANY | <input type="checkbox"/> STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS |
| <input type="checkbox"/> STATE FARM INDEMNITY COMPANY | <input type="checkbox"/> STATE FARM GUARANTY INSURANCE COMPANY |

Does hereby insure SUSTAINABLE WATER INFRASTRUCTURE GROUP, LLC

Address 51 Knight Boxx Road, ORANGE PARK, FL 32065

with loss payable to:

☐ **GM FINANCIAL
PO BOX 1617
MINNEAPOLIS, MN 55440-1617**

Or assigns, as such interest may appear on automobile described below:

Year	Make and Model	Body Type	Vehicle Identification Number (VIN)
2024	CHEVY SILVERADO 3500	CREW CAB	1GC4YTEY1RF114030

For coverages indicated:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Liability (BIPD) <u>1M/1M/1M</u> | <input type="checkbox"/> Full Comprehensive |
| <input checked="" type="checkbox"/> Collision \$ <u>500.00</u> Deductible | <input checked="" type="checkbox"/> Comprehensive \$ <u>500.00</u> Deductible |

and such other insurance as is shown on the application.

Effective APRIL 26, Year 2023, expiring not to exceed fourteen (14) days hence and to become void immediately upon the issuance of a policy in place hereof.

Countersigned this 26 day of APRIL, Year 2023

Nicole Sumner

Authorized Representative

Michael J. Tignor

President



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

April 19, 2023

SUSTAINABLE WATER INFRASTRUCTURE GROUP, LLC
3201 1ST AVE S STE 212
SEATTLE WA 98134

Policy Information:

Policy Number:	83 WEC AV5Y87
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Contact Us

Visit <https://business.thehartford.com>

24/7 access to pay bills, view policy documents,
get your certificate of insurance and more.

Need Help? Chat online or call us at (888) 920-
6259. We're here Monday - Friday.



INSURANCE ENDORSEMENT ATTACHED

*** PLEASE REVIEW THE CHANGE ***

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes, Please contact us.

The premium billing will be mailed to you separately. You can expect to receive it soon.

Thank you for allowing us to service your business needs.

Sincerely,

Your Hartford Service Team



CALIFORNIA FRAUD STATEMENT

For your protection, California law requires that you be advised of the following:

Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGE IN INFORMATION PAGE

INSURER: See Attached Endorsement

NCCI Company Number: 14397

Policy Effective Date: 02/01/23

Policy Number: 83 WEC AV5Y87

Effective Date: 04/19/23

Named Insured and Address:

Effective hour is the same as stated on the Information Page of the policy.

SUSTAINABLE WATER INFRASTRUCTURE GROUP, LLC

3201 1ST AVE S STE 212

SEATTLE WA 98134

Audit Period: ANNUAL

Policy Expiration Date: 02/01/24

Endorsement Number: 1

FEIN Number: 82-2425924

Producer Name: A J GALLAGHER RISK MGMNT SVCS/PHS

Producer Code: 83556228

It is agreed that the policy is amended as follows:

This is NOT a bill. However, any changes in your premium will be reflected in your next billing statement. You will receive a separate bill from The Hartford. If you are enrolled in repetitive EFT draws from your bank account, changes in premium will change future draw amounts.

In consideration of an additional premium of \$2,304, it is agreed that:

Policy is amended to change the payroll associated to 0042 for FL, Schedule Number 01-09-01 from 60,000.00 to 110,000.00

Policy is amended to add the following Endorsement Forms reflecting the changes made to your policy.

WC660456

WC990006A(.2)

WC040422

WC990006A(.1P)

Countersigned by

Susan L. Castaneda

Authorized Representative

CHANGE IN INFORMATION PAGE (Continued)

Policy Number: 83 WEC AV5Y87

SCHEDULE

IT IS AGREED THAT THE POLICY IS AMENDED AS FOLLOWS:

CLASS CODE NUMBER AND DESCRIPTION	ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER 100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUMS
FL - Location 1			
Rating Period: 02/01/2023-04/19/2023			
0042 LANDSCAPE GARDENING & DRIVERS	12,658.00	5.830000	738
Rating Period: 02/01/2023-02/01/2024			
0042 LANDSCAPE GARDENING & DRIVERS	60,000.00	5.830000	-3,498
4511 SOIL TESTING RESEARCH OR ANALYTICAL LABORATORY	100,000.00	0.610000	-610
Rating Period: 02/01/2023-04/19/2023			
4511 SOIL TESTING RESEARCH OR ANALYTICAL LABORATORY	21,096.00	0.610000	129
Rating Period: 04/19/2023-02/01/2024			
0042 LANDSCAPE GARDENING & DRIVERS	86,795.00	5.830000	5,060
4511 SOIL TESTING RESEARCH OR ANALYTICAL LABORATORY	78,904.00	0.610000	481
Total State Summary			
Total Class Premium			2,300
Emp liab increased limits	0.00	0.014000	32
Employer Liability Increase Limits balance to Minimum Premium	0.00		-32
Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement	39,453.00	0.010000	4
Florida Total Cost			2,304



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA SHORT-RATE CANCELATION ENDORSEMENT

Policy Number: 83 WEC AV5Y87

Endorsement Number: 1

Effective Date: 04/19/23 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: SUSTAINABLE WATER INFRASTRUCTURE GROUP, LLC
3201 1ST AVE S STE 212
SEATTLE WA 98134

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in Item 3 of the Information Page is subject to the following provisions:

If you cancel the policy and a disclosure was provided in accordance with Section 481(c) of the California Insurance Code, final premium will be based on the time this policy was in force and increased by the short-rate cancellation table below:

Extended Number of Days	Percent of Full Policy Premium	Extended Number of Days	Percent of Full Policy Premium	Extended Number of Days	Percent of Full Policy Premium
1	5%	95-98	37%	219-223	69%
2	6%	99-102	38%	224-228	70%
3-4	7%	103-105	39%	229-232	71%
5-6	8%	106-109	40%	233-237	72%
7-8	9%	110-113	41%	238-241	73%
9-10	10%	114-116	42%	242-246 (8 mos.)	74%
11-12	11%	117-120	43%	247-250	75%
13-14	12%	121-124 (4 mos.)	44%	251-255	76%
15-16	13%	125-127	45%	256-260	77%
17-18	14%	128-131	46%	261-264	78%
19-20	15%	132-135	47%	265-269	79%
21-22	16%	136-138	48%	270-273 (9 mos.)	80%
23-25	17%	139-142	49%	274-278	81%
26-29	18%	143-146	50%	279-282	82%
30-32 (1 mo.)	19%	147-149	51%	283-287	83%
33-36	20%	150-153 (5 mos.)	52%	288-291	84%
37-40	21%	154-156	53%	292-296	85%
41-43	22%	157-160	54%	297-301	86%
44-47	23%	161-164	55%	302-305 (10 mos.)	87%
48-51	24%	165-167	56%	306-310	88%
52-54	25%	168-171	57%	311-314	89%
55-58	26%	172-175	58%	315-319	90%
59-62 (2 mos.)	27%	176-178	59%	320-323	91%
63-65	28%	179-182 (6 mos.)	60%	324-328	92%
66-69	29%	183-187	61%	329-332	93%
70-73	30%	188-191	62%	333-337 (11 mos.)	94%
74-76	31%	192-196	63%	338-342	95%
77-80	32%	197-200	64%	343-346	96%
81-83	33%	201-205	65%	347-351	97%
84-87	34%	206-209	66%	352-355	98%
88-91 (3 mos.)	35%	210-214 (7 mos.)	67%	356-360	99%
92-94	36%	215-218	68%	361-365 (12 mos.)	100%



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2022

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

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

PRODUCER Merrill Insurance Group, Inc. 1520 S Bay Street Eustis FL 32726-5555	CONTACT NAME: Rosa Grant	
	PHONE (A/C, No, Ext): 352-589-5200 FAX (A/C, No): 352-589-5222	
	E-MAIL ADDRESS: rosa@merrillinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Southern-Owners Insurance Co	10190
	INSURER B: Auto-Owners Insurance	18988
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
Willie's Iron Works, Inc.
PO Box 544
17289 SE 280th Ct
Umatilla FL 32784

WILLIRO-01

COVERAGES**CERTIFICATE NUMBER:** 1111816804**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	72973453	8/27/2022	8/27/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			4997342900	8/27/2022	8/27/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Inland Marine Rented/Leased Equipment			72973453	8/27/2022	8/27/2023	\$300,000

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

CERTIFICATE HOLDER**CANCELLATION**

SWIG-Sustainable Water Infrastructure Group
51 Knight Boxx Road
Orange Park FL 32065

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Florida Profit Corporation
WILLIE'S IRON WORKS, INC.

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17289 SE 280 TH CT
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Changed: 04/28/1998

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Name Changed: 04/11/2012

Address Changed: 04/28/1998

Officer/Director Detail

Name & Address

Title P

LOCKLEAR, Willie J, Jr.
17289 SE 280 TH CT
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Title Secretary