



Interoffice Memorandum

December 7, 2020

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

FROM: Carrie Mathes CFCM, NIGP-CPP, CPPO, C.P.M., Manager,
Procurement Division

CONTACT: David Gregory, Manager, Solid Waste Division
407-254-9622

SUBJECT: Approval and Execution of Assignment Agreement, Contract Y15-144C, Residential Solid Waste and Recyclable Collection Services

ACTION REQUESTED:

Approval and Execution of Assignment Agreement and Unconditional Guaranty, Contract Y15-144C, Residential Solid Waste and Recyclable Collection Services, by and among Fomento de Construcciones Y Contratas, S.A., dba Fomento de Construcciones Y Contratas, Inc., FCC Environmental Services Florida, LLC, and Orange County Florida.

PURPOSE:

The Assignment Agreement will authorize all rights and obligations under this contract. The Assignment Agreement also includes an absolute and unconditional guarantee of performance, inclusive of an updated bond rider. All pricing, terms, and conditions of the contract remain unchanged.

FUNDING:

Funds are available in account numbers 1006-038-1261-3155, 1006-038-1262-3155, 1006-038-1263-3155, 1006-038-1264-3155 and 1006-038-1265-3155.

DISCUSSION:

On July 28, 2015, the Board approved award of Contract Y15-144 to Fomento de Construcciones Y Contratas, S.A., dba Fomento de Construcciones Y Contractas, Inc. for Zone 4 in the amount of \$44,503,627.80 and Zone 5 in the amount of \$48,430,420.

The following are previous contract actions:

Amendment No. 1:

This amendment removed the option for manual collection of trash and vegetative waste twice per week. Verbiage was added to allow the County, after one year of service, to change the garbage and recyclables collection from once per week to twice per week.

Approval of Assignment Agreement, Contract Y15-144C, Residential Solid Waste and Recyclable Collections Services

Amendment No. 2:

This amendment exercised the annual cost per residence adjustment based on the Consumer Price Index and the Natural Gas Spot Price as follows:

Zone 4 from \$110.59 to \$109.79

Zone 5 from \$112.76 to \$111.94

Amendment No. 3: BCC Approval: 06/27/17

Amount: \$7,906,567.68

This amendment added once per week curbside bulky trash collection services to the contractors required scope of work. Currently residents are required to call in for bulky trash collection service. Customers will no longer be required to call to schedule bulky trash collection service. This service began on January 1, 2018.

Cost to add weekly curbside bulky trash collection:

	Cost per month Per Premise		Estimated # of Premises		Cost per Month	Months left on Contract	Total Estimated Contract Amount
Zone 4.	\$0.99	X	40,242	=	\$66,575.96	X 96 months =	\$3,824,599.68
Zone 5.	\$0.99	X	42,950	=	\$42,520.50	X 96 months =	\$4,081,968.00

Amendment No. 4:

This amendment exercised the annual cost per residence adjustment based on the Consumer Price Index and the Natural Gas Spot Price as follows:

Zone 4 from \$109.79 to \$121.56

Zone 5 from \$111.94 to \$123.71

Amendment No. 5:

This amendment exercised the annual cost per residence adjustment based on the Consumer Price Index and the Natural Gas Spot Price as follows:

Zone 4 from \$121.56 to \$123.34

Zone 5 from \$123.71 to \$125.52

Amendment No. 6:

This amendment exercised the annual cost per residence adjustment based on the Consumer Price Index and the Natural Gas Spot Price as follows:

Zone 4 from \$123.34 to \$124.35

Zone 5 from \$125.52 to \$126.55

JAN 12 2021

**ASSIGNMENT AGREEMENT
AND UNCONDITIONAL GUARANTY**

This ASSIGNMENT AGREEMENT AND UNCONDITIONAL GUARANTY (this "Agreement"), effective as of January 1, 2021 ("Effective Date"), is entered into by and among Fomento de Construcciones y Contratas, S.A., doing business in Florida as Fomento de Construcciones y Contratas, Inc., a foreign for profit company, with offices located at 10077 Grogans Mill Rd., Suite 466, The Woodlands, Texas 77380 ("Guarantor"), FCC Environmental Services Florida, LLC, a Florida limited liability company, with offices located at 6760 Muskogee Street, Orlando, Florida 32807 ("Assuming Party"), and Orange County, Florida, a political subdivision of the State of Florida, with offices located at 5901 Young Pine Road, Orlando, Florida 32829 ("County").

WHEREAS, Guarantor and County entered into that certain Term Contract No. Y15-144C, dated as of August 13, 2015 (as amended, the "Contract");

WHEREAS, Guarantor desires to assign to Assuming Party all of its rights and obligations under the Contract and is willing to generally, absolutely and unconditionally guarantee the performance of Assuming Party under the Contract;

WHEREAS, Assuming Party desires to accept such assignment of rights and obligations under the Contract;

WHEREAS, pursuant to Section 32 of the General Terms and Conditions addendum to the Contract, Guarantor shall not assign its rights and obligations under the Contract without the written consent of County; and

WHEREAS, County's willingness to consent to any assignment of rights and obligations under the Contract is expressly conditioned upon Guarantor's provision of a general, irrevocable, absolute, unconditional continuing guaranty of the full, prompt and timely performance and discharge of all the duties, obligations, covenants and agreements under the Contract, and County would not consent to such assignment without such guaranty.

NOW, THEREFORE, as an inducement to the County to consent to an assignment and in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption.

1.1 Assignment. Guarantor irrevocably sells, assigns, grants, conveys and transfers to Assuming Party all of Guarantor's right, title and interest in and to the Contract (the "Assignment").

1.2 Assumption. Assuming Party unconditionally accepts the Assignment and assumes all of Guarantor's duties, liabilities and obligations under the Contract, and agrees

to pay, perform and discharge, as and when due, all of the obligations of Guarantor under the Contract accruing on and after the Effective Date.

2. Consent. Subject to Guarantor's provision of a general, absolute, unconditional continuing guaranty of all obligations under the Contract, County consents to the Assignment in accordance with the terms of this Agreement.

3. Guaranty.

3.1 Guarantor absolutely, unconditionally and irrevocably guarantees (the "Guaranty") the full and punctual payment and performance of all present and future obligations, liabilities, covenants and agreements required to be observed and performed or paid or reimbursed by Assuming Party under or relating to the Contract (collectively, the "Obligations"). This Guaranty is general, unconditional, absolute and continuing and shall remain in full force and effect until all of the Obligations now existing or hereafter incurred shall have been performed, discharged and paid in full in accordance with the terms of the Contract. Prior notice, demand, enforcement or exhaustion against Assuming Party are not conditions for proceeding against Guarantor.

3.2 Guarantor agrees that its Obligations under this Agreement are irrevocable, unconditional, continuing and absolute and shall not be discharged or impaired or otherwise affected by, and Guarantor hereby irrevocably waives any defenses to enforcement it may have (now or in the future) by reason of, the happening from time to time of any event or circumstance, including without limitation any one or more of the following:

- (i) any change, restructuring or termination of the corporate structure, ownership or existence of Guarantor or Assuming Party or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Assuming Party or its assets or any resulting restructuring, release or discharge of any Obligations;
- (ii) the compromise, settlement, release, discharge or termination of any or all of the Obligations, by operation of law or otherwise, except by payment and performance in full of the Obligations pursuant to the terms of the Contract;
- (iii) the failure of the County to give notice to the Assuming Party or the Guarantor of the occurrence of any Event of Default under the Contract;
- (iv) the waiver by the County of the payment, performance or observance of any of the Obligations;
- (v) the extension of time (whether one or more) for payment or performance of the Obligations, or the extension or renewal of any thereof;

(vi) the invalidity or unenforceability of any term or provisions of the Contract based on the lack of authority of Assuming Party;

(vii) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, management or readjustment of or similar proceedings affecting the Assuming Party, or its assets, or the Guarantor, or its assets, or any allegations of invalidity or contest of the validity of this Agreement in any such proceedings;

(viii) the default or failure of the Guarantor to fully perform any of its obligations set forth herein, or the occurrence of any events of default under this Agreement;

(ix) the failure of any agreement, instrument, certificate, or other document to be executed or delivered in connection with this Agreement; or

(x) any amendment, modification, or waiver of, or change in any of the terms, covenants, conditions or provisions of any of the Obligations or the Contract, or the invalidity or unenforceability of any of the foregoing.

33 Guarantor further acknowledges and agrees that this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time all or part of any payment of any Obligation is voided, rescinded or recovered or must otherwise be returned by County upon the insolvency, bankruptcy or reorganization of Assuming Party.

34 Subject to the provisions of Section 3.7 hereof, this Agreement shall be binding upon and enforceable against the Guarantor, its successors, permitted assigns and legal representatives (including any successor by merger or consolidation or any transferee of all or substantially all of the properties or stock of the Guarantor), whether or not the Guarantor's obligations hereunder are expressly assumed by such successor, assignee, or transferee, and is for the benefit of the County and any of its successors and assigns under the Contract.

35 Each and every event of default under this Agreement shall give rise to a separate cause of action hereunder, and separate claims may be brought hereunder by the County as each cause of action arises. The Guarantor waives to the greatest extent permitted by law notice of acceptance hereof; presentment and protest of any instrument, and notice thereof; notice of default; notice of any modification, release or other alteration of any of the Obligations or of any security therefor and all other notices to which the Guarantor might otherwise be entitled. Should the Assuming Party default in the performance of any of the Obligations, the obligations of the Guarantor hereunder with respect to such Obligations in default shall become immediately due and payable to the County without demand or notice of any nature, all of which are expressly waived by the

Guarantor. Payment by the Guarantor hereunder may be required by the County on any number of occasions.

3.6 No failure, omission or delay by the County in exercising any right, power or privilege hereunder or under the Contract shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude the exercise of any other right, power or privilege of the County. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the party against whom any such waiver, amendment, release or modification is sought to be enforced.

3.7 The Guarantor shall not assign its obligation hereunder nor substitute any person in place of itself hereunder without first obtaining the express prior written consent of the County, which consent may be withheld by the County in its sole and absolute discretion. Any attempted assignment in violation of this Section 3.7 shall be null and void.

3.8 The obligations of the Guarantor to the County set forth in this Agreement are direct, absolute and unconditional without regard to the liability of any other Person; and shall not be subject to any requirement that the County first enforce any remedies it may have against the Assuming Party or any other Person, or any requirement to seek to recover from the Assuming Party hereunder before proceeding against the Guarantor hereunder, and shall not be subject to any claim of the Guarantor against any other Person including the County. No setoff, counterclaim, reduction, or diminution of any obligation, or any other defense of any kind of nature (excepting payment or performance in fact and any other defenses the Assuming Party or the Guarantor has or may have under the Contract or this Agreement) which the Assuming Party or the Guarantor has or may have against the County shall limit or in any way affect the Guarantor's obligations under this Agreement.

3.9 Each of the Guarantor and the County irrevocably: (i) consents that any action or proceeding brought by such party against the other party under, arising out of or in any manner relating to this Agreement shall be brought in the state or federal courts in and for Orange County, Florida, and consents to the exclusive jurisdiction of such courts; (ii) assents and submits to the personal jurisdiction of any such court in any such action or proceeding; (iii) consents to the service of summons, notice, or other process relating to any such action or proceeding by delivery thereof by hand or by mail in the manner provided for in Section 6.2 of this Agreement and consents that it may be served with any process or paper by registered mail or by personal service within or without the State of Florida, in accordance with applicable laws; (iv) waives any objection, claim or defense which it may have at any time to the laying of venue of any such action or proceeding in any such court; (v) waives any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum; (vi) waives the right to object, with respect to any such action or proceeding brought in any such court, that such court does not have jurisdiction over such party; and (vii) permanently, voluntarily, and with the advice of counsel, waives any rights it may have to a jury trial concerning any dispute involving or arising out of this Agreement.

4. Performance Bond. In accordance with the terms of the Contract, Guarantor furnished to County a performance bond in the amount of \$3,097,802.00 (the "Original Bond"). The parties agree that as a condition precedent to the effectiveness of this Agreement, Assuming Party shall furnish to County a performance bond satisfactory to the County in the annually adjusted amount required under the Contract. Upon acceptance by the County of the performance bond furnished by Assuming Party, the Original Bond shall be cancelled.

5. Insurance. Assuming Party represents and warrants that it maintains the types of insurance coverage with limits and on forms (including endorsements) as required under the Contract. The parties agree that as a condition precedent to the effectiveness of this Agreement, Assuming Party shall provide to County proof of such insurance coverage required under the Contract.

6. Miscellaneous.

6.1 Further Assurances. On the other party's reasonable request, each party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

6.2 Notices. Each party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice") in writing and addressed to the other party at its address set forth herein (or to such other address that the receiving party may designate from time to time in accordance with this section). Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid).

If to the Guarantor:

10077 Grogans Mill Rd., Suite 466
The Woodlands, Texas 77380

If to the County:

Manager, Orange County Solid Waste Division
5901 Young Pine Road
Orlando, Florida 32829

With a copy to:

Manager, Orange County Procurement Division
400 E. South Street, Second Floor
Orlando, Florida 32801

If to the Assuming
Party:

6760 Muskogee Street
Orlando, Florida 32807

6.3 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

6.4 Severability. The provisions of this Agreement are declared by the parties to be severable. However, the Assignment and the Guaranty provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the County to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from such holding.

6.5 Entire Agreement. This Agreement, together with any related exhibits and schedules, is the sole and entire agreement of the parties to this Agreement regarding the Assignment and Guaranty relating to the Contract and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such Assignment and Guaranty.

6.6 Amendment and Modification: Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege

6.7 Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.

6.8 No Third-Party Beneficiaries. This Agreement benefits solely the parties to this Agreement and their respective permitted successors and permitted assigns and nothing in this Agreement, express or implied, confers on any other person any legal or

equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

69 Choice of Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

6.10 Counterparts. This Agreement may be executed in counterparts, each of which are deemed an original, but all of which together is deemed to be one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above, to be deemed effective as of the Effective Date.

GUARANTOR:

Fomento de Construcciones y Contratas, S.A.

By: _____

Name: Inigo Sanz

Title: Managing Director for The Americas

ASSUMING PARTY:

FCC Environmental Services Florida, LLC

By: _____

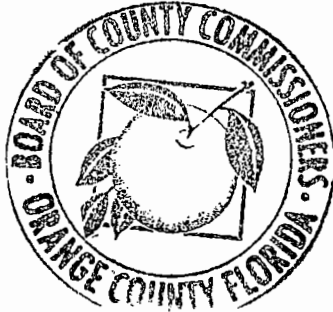
Name: Inigo Sanz

Title: President

COUNTY:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: Bryan W. Brooks
for Jerry L. Demings, County Mayor

Date: 13 January 2021 ~~2020~~

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: Lakela Louis
for Deputy Clerk

Printed Name: Lakela Louis

**CONTINUATION
CERTIFICATE**

ASPEN AMERICAN INSURANCE COMPANY , Surety upon

a certain Bond No. SU46550

dated effective 08/05/2015
(MONTH-DAY-YEAR)

on behalf of FCC ENVIRONMENTAL SERVICES FLORIDA LLC
(PRINCIPAL)

and in favor of BOARD OF COUNTY COMMISSIONERS, ORANGE COUNTY, FL
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 8/5/2020
(MONTH-DAY-YEAR)

and ending on 8/5/2021
(MONTH-DAY-YEAR)

Amount of bond \$3,097,802.00

Description of bond RESIDENTIAL SOLID WASTE AND RECYCLABLE COLLECTIONS SERVICES

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on November 25, 2020
(MONTH-DAY-YEAR)

ASPEN AMERICAN INSURANCE COMPANY

By 
ATTORNEY-IN-FACT Frances Rodriguez



Aspen American Insurance Company
175 Capital Boulevard, Suite 100
Rocky Hill, CT 06107

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Debra A. Deming; Cynthia Barrell; Valerie L. Spates; Sandra Diaz; Francesca Kazmierczak; Akilma Noorhassan; Frances Rodriguez; Peter Healy; Jennifer L. Jakubik; Nancy Schme; Susan A. Welsh; Pablo Garcia Horeajo; Anne L. Potter of AON Risk Services its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppl, Executive Vice President, Scott Sadowsky, Senior Vice President, Kevin Gillen, Senior Vice President, Matthew Raluo, Senior Vice President, and Ryan Field, Senior Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 23rd day of May 2019.

STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

Aspen American Insurance Company

Kevin Gillen
Kevin Gillen, Senior Vice President

On this 23rd day of May 2019 before me personally came Kevin Gillen to me known, who being by me duly sworn, did depose and say: that he/she is Senior Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

Patricia C. Taber
Notary Public

My commission expires: May 31, 2021

Patricia C. Taber

Notary Public

State of Connecticut

My Commission Expires May 31, 2021

CERTIFICATE

I, the undersigned, Kevin Gillen of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 25th day of November, 2020

By: *Kevin Gillen*

Name: Kevin Gillen, Senior Vice President

* For verification of the authenticity of the Power of Attorney you may call (860) 760-7726 or email: Patricia.Taber@aspen-insurance.com



Aspen American Insurance Company
STATUTORY STATEMENT OF FINANCIAL CONDITION
December 31, 2019

Assets

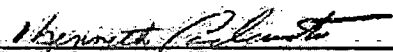
Bonds	\$ 457,121,334
Common stocks	183,092,685
Cash and short term investments	138,712,770
Other invested assets	41,677,152
Premiums in course of collection	132,534,153
Amounts recoverable from reinsurers	58,987,053
Other assets	5,705,704
Total Assets	<u>\$ 1,017,830,851</u>

Liabilities

Reserve for losses and adjustment expenses	\$ 244,423,610
Commissions payable, contingent commissions and other similar charges	2,946,564
Unearned premiums	168,488,803
Ceded reinsurance premiums payable	59,266,471
Amounts withheld or retained by company for account of others	41,197,182
Payable to parent, subsidiaries and affiliates	9,851,008
Retroactive Reinsurance	(60,581,404)
Reserve for taxes, expenses and other liabilities	<u>49,860,832</u>
Total Liabilities	515,453,066

Surplus as regards policyholders	<u>502,377,785</u>
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Total Surplus and Liabilities	<u>\$ 1,017,830,851</u>
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Treasurer & CFO

State of Connecticut
County of Hartford

Kenneth Gerald Cadematori, Treasurer and CFO being duly sworn, of Aspen American Insurance Company, Texas; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2019. This unaudited financial statement is in agreement with Aspen American Insurance Company's December 31, 2019 filings to the NAIC and to the State of Texas.

Subscribed and sworn to before me, this 19th day of February 2020.



Notary Public

KIM D. SLIVA
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2021

RIDER

To be attached to and form part of:

Bond Number SU46550
dated August 5, 2019
issued by the ASPEN AMERICAN INSURANCE COMPANY
in the amount of \$3,097,802.00
on behalf of FOMENTO DE CONSTRUCCIONES Y CONTRATAS, S.A
(Principal)
and in favor of BOARD OF COUNTY COMMISSIONERS, ORANGE COUNTY, FL
(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The Principal Name shall be amended:

FROM: FOMENTO DE CONSTRUCCIONES Y CONTRATAS, INC. (FCC SA)

TO: FCC Environmental Services Florida LLC

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 1st day of January, 2020.

Signed, Sealed & Dated this 19th day of November, 2019.

FCC ENVIRONMENTAL SERVICES FLORIDA LLC
(Principal)

By: WILGO SAIZ, PRESIDENT

ASPEN AMERICAN INSURANCE COMPANY
(Surety)

By: Francesca Kazmierczak

Francesca Kazmierczak, Attorney-in-Fact



Aspen American Insurance Company
175 Capital Boulevard, Suite 100
Rocky Hill, CT 06107

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Debra A. Deming; Cynthia Farrell; Valerie I. Spates; Sandra Diaz; Francesca Kazmierczak; Adlima Nourhassan; Frances Rodriguez; Peter Healy; Jennifer L. Jakaitis; Nancy Schaefer; Susan A. Welsh; Pablo Garcia Horcajo; Anne L. Potter of AON Risk Services its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect:

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppl, Executive Vice President, Scott Sudowsky, Senior Vice President, Kevin Gillen, Senior Vice President, Matthew Raino, Senior Vice President, and Ryan Field, Senior Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 23rd day of May 2019.

STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

Aspen American Insurance Company

Kevin Gillen
Kevin Gillen, Senior Vice President

On this 23rd day of May 2019 before me personally came Kevin Gillen to me known, who being by me duly sworn, did depose and say: that he/she is Senior Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

Patricia C. Taber
Notary Public

My commission expires: May 31, 2021

Patricia C. Taber
Notary Public

State of Connecticut

My Commission Expires May 31, 2021

CERTIFICATE

I, the undersigned, Kevin Gillen of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 19th day of November, 2019

By:

Kevin Gillen

Name: Kevin Gillen, Senior Vice President



* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Taber@aspen-insurance.com

Aspen American Insurance Company
STATUTORY STATEMENT OF FINANCIAL CONDITION
December 31, 2018

Assets

Bonds	\$ 301,758,212
Common stocks	196,742,245
Cash and short term investments	127,409,221
Other invested assets	43,747,355
Premiums in course of collection	286,234,983
Amounts recoverable from reinsurers	69,423,909
Other assets	16,021,823
Total Assets	<u>\$ 1,041,337,748</u>

Liabilities

Reserve for losses and adjustment expenses	\$ 367,017,422
Commissions payable, contingent commissions and other similar charges	2,010,741
Unearned premiums	61,770,344
Ceded reinsurance premiums payable	79,958,563
Amounts withheld or retained by company for account of others	71,323,636
Payable to parent, subsidiaries and affiliates	986,480
Retroactive Reinsurance	(101,527,194)
Reserve for taxes, expenses and other liabilities	14,485,364
Total Liabilities	<u>496,025,356</u>

Surplus as regards policyholders 545,312,392

Total Surplus and Liabilities \$ 1,041,337,748




Treasurer & CFO

State of Connecticut
County of Hartford

Kenneth Gerald Cadematori, Treasurer and CFO being duly sworn, of Aspen American Insurance Company, Texas; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2018. This unaudited financial statement is in agreement with Aspen American Insurance Company's December 31, 2018 filings to the NAIC and to the State of Texas.

Subscribed and sworn to before me, this 13th day of March 2019.



Notary Public


KIM D. SLIVA
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2021