

RESOLUTION NO. R-2012-118

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE SELECTION OF ENVIROWASTE SERVICES GROUP, INC., FOR THE SMOKE TESTING OF THE GRAVITY SANITARY SEWER COLLECTION SYSTEM IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE INVITATION FOR BID #43-11-12; AND AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, IN THE AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) FROM FUNDING PROVIDED THROUGH THE WATER AND SEWER UTILITY FUND AND THE STATE OF FLORIDA REVOLVING FUND; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.**

**WHEREAS**, on August 3, 2012, the City of North Miami ("City") advertised *Invitation for Bid #43-11-12, Smoke Testing of the Gravity Sanitary Sewer Collection System* ("IFB"), to provide the City with the labor, equipment, materials, services, and expertise necessary for the smoke testing of the City's gravity sanitary sewer collection system, in accordance with applicable federal, state and local regulations, and in accordance with the terms, conditions and specifications contained in the IFB ("Services"); and

**WHEREAS**, Envirowaste Services Group, Inc., ("Contractor") was evaluated by the City as the most responsive, responsible bidder whose bid, qualifications and references demonstrated to be the most advantageous to the City; and

**WHEREAS**, the Contractor has expressed its capability, expertise and willingness to perform the Services pursuant to the IFB; and

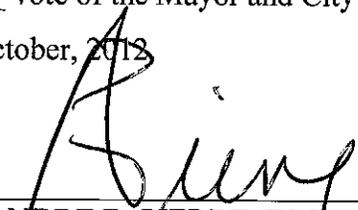
**WHEREAS**, the Mayor and City Council have determined that it is in the City's best interest to approve the selection of Contractor and to authorize the City Manager and City Attorney to negotiate and execute an agreement with Contractor for the provision of stated Services, in the amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) from funding provided through the Water and Sewer Utility Fund and the State of Florida Revolving Fund.

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:**

**Section 1. Approval of Selection of Contractor.** The Mayor and City Council of the City of North Miami, Florida, hereby approve the selection of Envirowaste Services Group, Inc., for the smoke testing of the Gravity Sanitary Sewer Collection System in accordance with the terms, conditions and specifications contained in the Invitation for Bid #43-11-12, and authorize the City Manager and City Attorney to negotiate and execute an agreement, in substantially the attached form, in the amount not to exceed Two Hundred Thousand Dollars (\$200,000.00).

**Section 2. Effective Date.** This Resolution shall become effective immediately upon adoption.

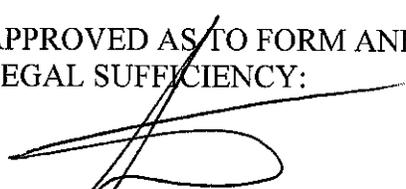
**PASSED AND ADOPTED** by a 4-1 vote of the Mayor and City Council of the City of North Miami, Florida, this 9 day of October, 2012

  
\_\_\_\_\_  
ANDRE D. PIERRE, ESQ.  
MAYOR

ATTEST:

  
\_\_\_\_\_  
MICHAEL A. ETIENNE, ESQ.  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
REGINE M. MONESTIME  
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Councilman Marcellus

Seconded by: Mayor Pierre

**Vote:**

Mayor Andre D. Pierre, Esq.	<u>  x  </u>	(Yes)	<u>      </u>	(No)
Vice Mayor Marie Erlande Steril	<u>  x  </u>	(Yes)	<u>      </u>	(No)
Councilperson Michael R. Blynn, Esq.	<u>  x  </u>	(Yes)	<u>      </u>	(No)
Councilperson Scott Galvin	<u>      </u>	(Yes)	<u>  x  </u>	(No)
Councilperson Jean R. Marcellus	<u>  x  </u>	(Yes)	<u>      </u>	(No)

**CITY OF NORTH MIAMI**  
**PROFESSIONAL SERVICES AGREEMENT**  
**(IFB 43-11-12)**

**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125<sup>th</sup> Street, North Miami, FL ("City") and **Envirowaste Services Group, Inc.**, a for-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 4 S.E. 1<sup>st</sup> Street, 2<sup>nd</sup> Floor, Miami, FL 33131 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties".

**RECITALS**

**WHEREAS**, on August 3, 2012, the City of North Miami ("City") advertised *Invitation for Bid #43-11-12, Smoke Testing of the Gravity Sanitary Sewer Collection System* ("IFB"), to provide the City with the labor, equipment, materials, services, and expertise necessary for the smoke testing of the City's gravity sanitary sewer collection system, in accordance with applicable federal, state and local regulations, and in accordance with the terms, conditions and specifications contained in the IFB ("Services"); and

**WHEREAS**, Contractor was evaluated by the City as the most responsive, responsible bidder whose bid, qualifications and references demonstrated to be the most advantageous to the City; and

**WHEREAS**, the Contractor has expressed its capability, expertise and willingness to perform the Services pursuant to the IFB; and

**WHEREAS**, on September \_\_, 2012, the Mayor and City Council passed and adopted Resolution No. R-2012- \_\_, approving the selection of Contractor and authorized the City Manager and City Attorney to negotiate and execute this Agreement, for the provision of Services.

**NOW THEREFORE**, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

**ARTICLE 1 - RECITALS**

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

**ARTICLE 2 - CONTRACT DOCUMENTS**

2.1 The following documents are incorporated into and made part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 The City's *Invitation for Bid #43-11-12, Smoke Testing of the Gravity Sanitary Sewer Collection System*, incorporated hereto by reference;

2.1.2 Contractor's Bid Submittal Forms in response to the IFB dated August 23, 2012 ("Bid"), attached hereto as "Exhibit A"; and

2.1.3 Any additional documents which are required to be submitted by Contractor pursuant to Contract Documents.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.

2.2.2 This Agreement.

2.2.3 The IFB.

2.3 The Parties agree that Contractor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the IFB prior to Contractor submitting its Bid or the right to clarify same shall be waived.

### **ARTICLE 3 - TERM**

3.1 Subject to authorized adjustments, the Term of this Agreement shall be the period commencing October 1, 2012 through February 28, 2013, unless terminated earlier by the City. Contractor agrees that the performance of Services shall be pursued on schedule, diligently, uninterrupted and at a rate of progress which will ensure full completion of Services within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law. This Agreement shall remain in full force and effect until the completion of Services by the Contractor and the acceptance of such Services by the City.

3.2 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

### **ARTICLE 4 - COMPENSATION**

4.1 The Contractor shall be paid an amount not to exceed Two Hundred Thousand and no/100 Dollars (\$200,000.00) as full compensation for the provision of Services. Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Contractor.

### **ARTICLE 5 - CONTRACTOR'S RESPONSIBILITIES**

5.1 As an inducement for the City to enter into this Agreement, Contractor has represented an expertise in the provision of Services on similar public projects. In reliance upon those

representations, the City has entered into this Agreement with Contractor for the provision of Services.

5.2 Contractor shall supervise and direct the work competently and efficiently, devoting such attention and applying Contractor's best skill, attention and expertise. Contractor shall be solely responsible for, and have control over the means, methods, techniques, sequences and procedures of the work and shall ensure that the finished Services accurately comply with the Contract Documents.

5.3 When necessary, Contractor shall provide and pay for competent, suitably qualified personnel to perform the Services as required by the Contract Documents. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Contractor shall at all times maintain good discipline and order at all worksites.

5.4 Prior to the execution of this Agreement and in any event, prior to the commencement of any work, Contractor shall furnish in writing to the City, the names of persons or entities proposed for any portion of the Services ("Subcontractor"). The City shall advise Contractor, in writing, of any proposed Subcontractor to which the City has an objection. Contractor shall not contract with a proposed Subcontractor with whom the City has made an objection. If the City objects to a Subcontractor proposed by Contractor, Contractor shall propose another with whom the City has no objection.

5.5 Contractor shall confine equipment, the storage of materials and the operations of workers to the worksite and areas identified in and permitted by the Contract Documents and shall not unreasonably encumber the premises with equipment or other materials.

#### **ARTICLE 6 - SCOPE OF SERVICES**

6.1 The Contractor shall provide all required labor, supervision, materials, equipment, tools, transportation, services and expertise necessary for the completion of Services, under the terms, conditions and specifications contained in the Contract Documents. Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

6.2 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

6.3 Contractor agrees and understands that: (i) any and all Subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities

regarding payment to or use of Subcontractors for any of the work related to this Agreement shall be borne solely by Contractor.

6.4 During performance of the Services, Contractor shall cause a minimum of inconvenience to the public and to local business activities and shall ensure that the public roadways and any improvements or appurtenants in the vicinity of a worksite, remain open to the public whenever and wherever possible.

6.5 Contractor shall at all times, during the performance of Services, keep the worksite free and clear of all rubbish and debris. Any material or waste generated by Contractor or its employees, agents and Subcontractors shall be removed and disposed of by the Contractor at its expense, to the satisfaction of the City.

6.6 In the event Contractor fails to remove all rubbish, debris, materials and waste from the worksite, the City may employ labor and equipment necessary to clear the site and charge Contractor for the City's cost incurred cleaning the site.

6.7 Contractor shall notify the City in writing, of any pre-existing damage to surrounding roadways, swales and improvements prior to commencing any work. Failure to notify the City of any damage shall result in the Contractor's duty to repair the damage at no additional expense to the City.

6.8 Contractor shall restore in an acceptable manner or replace all property, both public and private, which has been displaced or damaged by the Contractor during the performance of Services. Contractor shall leave the worksite unobstructed and in a neat and presentable condition. The term "property" shall include, but is not limited to, roads, sidewalks, curbs, driveways, walls, fences, landscaping, awnings, utilities, footings and drainage structures.

6.9 Contractor shall maintain suitable and sufficient guards, barriers and lighting for the prevention of accidents. The Contractor shall comply with all applicable minimum safety standards required by local, county, state and federal regulations.

6.10 Contractor shall promptly correct all defective work and shall bear all direct, indirect and consequential costs for the correction or removal of defective work.

6.11 Services shall be completed by the Contractor to the satisfaction of the City. The City shall make decisions on all claims regarding interpretation of the Agreement and on all other matters relating to the execution, progress and quality of the Services.

#### **ARTICLE 7 - CHANGES IN SERVICES**

7.1 One or more changes to the work within the general scope of this Agreement may be ordered by Change Order. The Contractor shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and with the terms and conditions described in this Article.

7.2 A Change Order shall mean a written order to the Contractor executed by the Parties following execution of this Agreement, directing a change in Services and may include a change in the agreed compensation and/or the time for Contractor's performance.

7.3 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement with the ordered changes in Services and the Contractor, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from, the work included within or affected by the executed Change Order.

#### **ARTICLE 8 - ENVIRONMENTAL AND SAFETY REQUIREMENTS**

8.1 Contractor shall comply and shall secure compliance by its employees, agents, and Subcontractors, with all applicable environmental, health, safety and security laws and regulations pertaining to the Services provided under this Agreement. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry standards, and to ensure that such protective devices are properly used by its employees, agents and Subcontractors in the provision of Services.

8.2 The Contractor shall be solely responsible for pedestrian and vehicular control and safety within the worksite area and shall provide the necessary warning devices, cones, markers, flags, barricades and other control devices, in addition to ground personnel needed for directing traffic and maintaining safety, protection and warning to all persons and vehicular traffic within the worksite area.

8.3 The Contractor represents, with full knowledge that the City is relying upon these representations when entering into this Agreement with the Contractor, that the Contractor has the professional expertise, ability, capacity, skill, licenses, financial resources, and experience to perform the Services under the requirements of this Article.

#### **ARTICLE 9 - INDEPENDENT CONTRACTOR**

9.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

#### **ARTICLE 10 - CONFLICTS OF INTEREST**

10.1 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

10.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with Contractor. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

#### **ARTICLE 11 - DEFAULT**

11.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within five (5) business days after receiving Notice of Default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

#### **ARTICLE 12 - CITY'S TERMINATION RIGHTS**

12.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

#### **ARTICLE 13 - NOTICES**

13.1 All notices, demands, correspondence and communications between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To Contractor:            Envirowaste Services Group, Inc.  
                                  Attn: Eduardo Barba  
                                  4 SE 1<sup>st</sup> Street  
                                  Miami, FL 33131  
                                  Phone: (305) 374-7038  
                                  Fax:   (305) 374-7044

To City:                    City of North Miami  
                                  Attn: City Manager  
                                  776 N.E. 125<sup>th</sup> Street  
                                  North Miami, Florida 33161

With a copy to:           City Attorney  
                                  City of North Miami  
                                  776 N.E. 125<sup>th</sup> Street  
                                  North Miami, Florida 33161

13.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

13.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

#### **ARTICLE 14 - INDEMNIFICATION**

14.1 Execution of the Agreement by Contractor is a representation that Contractor has visited the worksites and is familiar with the local conditions under which the Services are to be performed, and relieves the City from any liability in regard to any matter not immediately brought to the attention of the City.

14.2 The Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Contractor, its officers, directors, agents, partners, Subcontractors, employees and managers in the performance of the Services under this Agreement.

14.3 The Contractor shall be fully responsible to City for all acts and omissions of the Contractor, its employees, Subcontractors, suppliers, or other persons directly or indirectly employed by its Subcontractors or suppliers, and any other persons or organizations performing or furnishing supplies under a direct or indirect agreement with Contractor. Nothing in the Contract Documents shall create any contractual relationship between City and any such Subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any Subcontractor, supplier, employee or agent except as may otherwise be required by law.

14.4 The Contractor shall assume full responsibility for any damage to any mangroves, preserves, private or public land or areas, resulting from the performance of this Agreement.

14.5 If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Services, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within ten (10) days of the filing or from receipt of written notice from the City.

14.6 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

#### **ARTICLE 15 - WARRANTY**

15.1 The Contractor warrants that all materials and workmanship, whether furnished by the Contractor, its Subcontractors or suppliers will comply with the Contract Documents.

15.2 Contractor warrants that all materials and workmanship furnished, whether furnished by the Contractor, its Subcontractors or suppliers shall be of good quality will be free from defects whether patent or latent in nature. If, within one (1) year after the date of final completion or such longer period of time as may be prescribed by laws or regulations, or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, whether observed before or after acceptance by City, Contractor shall promptly, without cost to City, either correct such defective work, or, if it has been rejected by City, remove it from the site and replace it with non-defective work that is satisfactorily correct to the City. If Contractor does not promptly comply with the terms of such instructions, the City may have the defective work corrected and all direct, indirect and consequential costs of such removal and replacement, including but not limited to fees and charges of engineers, attorneys and other professionals, shall be paid by Contractor.

#### **ARTICLE 16 – INSURANCE & BONDS**

16.1 Prior to the execution of this Agreement, the Contractor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City is an additional named insured. Contractor shall not commence work under this Agreement until after Contractor has obtained all of the minimum insurance described in the IFB and the policies of such insurance detailing the provisions of coverage have been received and approved by the City. Contractor shall not permit any Subcontractor to begin work until after similar minimum insurance to cover Subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

16.2 All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Miami-Dade County, Florida.

16.3 A payment and performance bond in the amount of 100% of the compensation amount of this Agreement shall be required by the Contractor prior to the commencement of Services. The payment bond shall secure and guarantee payment of all persons performing labor or providing materials for the Services rendered under this Agreement. The performance bond shall secure and guarantee Contractor's faithful performance of this Agreement, including but not limited to Contractor's obligation to correct defects after final payment has been made as required by the Contract Documents.

#### **ARTICLE 17 - FORCE MAJEURE**

17.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to

the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

#### **ARTICLE 18 - PUBLIC RECORDS**

18.1 Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

#### **ARTICLE 19 - MISCELLANEOUS PROVISIONS**

19.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

19.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

19.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

19.4 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

19.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

19.6 The City reserves the right to audit Contractor's records covered by this Agreement at any time, upon reasonable notice and during business hours during the provision of Services, and for a period of three (3) years after final payment is made under this Agreement.

19.7 Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

19.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

19.9 The City is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

19.10 The professional Services to be provided by Contractor shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

19.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

19.12 Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

19.13 All other terms, conditions and requirements contained in the Contract Documents, which have not been modified by this Agreement, shall remain in full force and effect.

19.14 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Envirowaste Services Group, Inc., a Florida  
for profit corporation: "**Contractor**";

Corporate Secretary or Witness:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

City of North Miami, a Florida municipal  
Corporation: "City"

By: \_\_\_\_\_  
Michael A. Etienne  
City Clerk

By: \_\_\_\_\_  
Stephen E. Johnson  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Regine M. Monestime  
City Attorney



INVITATION TO BID  
SECTION 3  
BID SUBMITTAL FORMS

**COPY**

**DELIVER TO:**  
City Of North Miami  
City Clerk  
776 N.E. 125<sup>th</sup> Street  
North Miami, FL 33161-5654

**OPENING: 3:00 P.M.  
August 28, 2012**

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN  
CITY OF NORTH MIAMI, FLORIDA

NOTE: City of North Miami is exempt from all taxes (Federal, State, and Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: City of North Miami  
Purchasing Department

Date Issued:  
**August 3, 2012**

Sealed bids are subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Purchasing Department at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**43-11-12**

**Smoke Testing of the Gravity Sanitary Sewer Collection System**

A Bid Deposit in the amount of 5% of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of 100% of the total amount of the bid will be required upon execution of the contract by the successful bidder and City of North Miami

**Procurement Agent:**  
Tiffany Nunn

**Firm Name:**

**Commodity Code(s):**  
89000,89064

EnviroWaste Services Group, Inc.

**RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND  
AFFIDAVITS**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON  
PAGE 14 OF SECTION 3, BID SUBMITTAL FORM SHALL RENDER THE VENDOR  
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 14 OF SECTION 3, BID SUBMITTAL, WILL RENDER YOUR BID  
NON-RESPONSIVE**

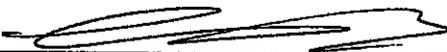
**BID FORM: PRICE LIST**

1	Smoke Testing of Gravity Sewers (4- inch to 12-inch)	LF	600,000	\$ .28	\$ 168,000.00
2	Smoke Testing of Gravity Sewers (15-inch to 24-inch)	LF	20,000	\$ .49	\$ 9,800.00
3	Smoke Testing of Gravity Sewers (30-inch to 36 inch)	LF	5,000	\$ .69	\$ 3,450.00
<b>GRAND TOTAL</b>					<b>\$ 181,250.00</b>

The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurance, etc., as necessary to ensure proper delivery of services and product requested by the City of North Miami.

I understand and agree to be bound by the conditions contained in the IFB and shall conform with all requirements of the IFB.

EnviroWaste Services Group, Inc.  
**FIRM NAME (Please Print)**

      President      8/23/12  
**AUTHORIZED SIGNATURE**                      **TITLE**                      **DATE**

**BID SUBMITTAL FOR:  
43-11-12**

FEIN NO.: 615-0181219101910

(Bidder Federal Employer Identification Number) If none, Bidder Social Security Number.

- LOCAL PREFERENCE CERTIFICATION:** For the purpose of this certification, a "local business" is a business located within the limits of City of North Miami that conforms with the provisions of Section 5.62 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. Place a check here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for Local Preference.

OR

- WORKFORCE LOCAL PREFERENCE CERTIFICATION:** The local preference may be applied to firms with a least ten percent (10%) of its total workforce residing within the geographical boundaries of the City. Place a check here only if affirming bidder meets the requirements for workforce Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for Workforce Local Preference.

OR

- SUBCONTRACTOR LOCAL PREFERENCE CERTIFICATION:** The local preference may be applied to firms that subcontract at least ten percent (10%) of the contractual amount of a City project to subcontractor who are physically located within the City of North Miami. (Must complete forms A-3a Statement of Intent & A-3b Participation Schedule.) Place a check here only if affirming bidder meets the requirements for Subcontractor Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for Subcontractor Local Preference.

All referenced forms can be found on the City's website at:

<http://www.northmiamifl.gov/departments/purchasing/forms.asp>

The undersigned bidder certifies that this bid is submitted in accordance with the bid specifications and conditions governing this bid, and that the bidder will accept any award(s) made to him as a result of this bid.

FIRM NAME: EnviroWaste Services Group, Inc

STREET ADDRESS 4 SE 1<sup>st</sup> St. 2<sup>nd</sup> Floor

CITY/STATE/ZIP CODE Miami, Fl. 33131

TELEPHONE NO. 305-637-9665 FAX NO. 305-637-9659

E-MAIL eddy.barba@envirowastesg.com

By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract.

AUTHORIZED SIGNATURE [Signature] Date 8/24/12  
PERSON AUTHORIZED TO ENTER INTO CONTRACTUAL AGREEMENT

PRINT NAME OF AFFIANT Eduardo Barba

TITLE OF OFFICER President

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS BIDS. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

# SECTION IV

## Contract Forms

The following forms are a requirement of this bid:

- A-1 Public Entity Crimes Form ✓
- A-2 Non-Collusive Proposal Certificate ✓
- A-3 Local Business Certification
- A-4 Questionnaire ✓
- A-5 Acknowledgement of Addenda ✓
- A-6 Proposer's Disclosure of Subcontractors and Suppliers ✓
- A-7 Insurance Requirements ✓
- A-9 Bid Bond
- A-10 Performance Bond (submitted at time of award)

All of our forms can now be found on our website at:

<http://www.northmiamifl.gov/business/purchasing/forms.asp>. These forms are fill -in forms. Please ensure to include all applicable forms with your bid documents signed and notarized as required. Emailed forms will not be accepted.



**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of North Miami

[print name of public entity]

by EnviroWaste Services Group, Inc.

[print individual's name and title]

for EnviroWaste Services Group, Inc.

[print name of entity submitting sworn statement]

whose business address is 4 SE First Street, 2nd Floor Miami, FL 33131

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0829090 (If the

entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

- \_\_\_\_\_.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
  3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
  4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes**, means:
    1. A predecessor or successor of a person convicted of a public entity crime; or
    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
  5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes** means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]  
[signature]

Sworn to and subscribed before me this 24 day of August, 2012.

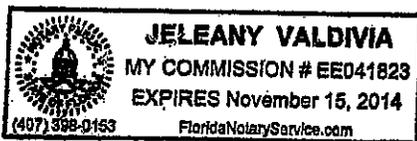
Personally known XXXXXX

OR Produced identification \_\_\_\_\_ Notary Public - State of Florida

My commission expires 11-15-2014

(Type of Identification)

(Printed typed or stamped Commissioned name of Notary Public)



Jelany Valdivia



**FORM "A-2"**  
**NON-COLLUSIVE BIDDER CERTIFICATE**  
**STATE OF FLORIDA**  
**COUNTY OF MIAMI-DADE**

Before me, the undersigned authority, on this day personally appeared Eduardo Barba (Authorized Officer), who being by me duly sworn, deposes and says:

1. That he/she is the President of the corporation/partnership known and styles as EnviorWaste Services Group, Inc., duly formed under the laws of the State of Florida, on February 13, 200  , is duly authorized to represent such corporation/partnership in the making of this Affidavit and certification.

2. That EnviroWaste Services Group, Inc (corporation/partnership) has not, within 6 months next preceding the date of this affidavit, entered into any combination, contract, obligation, or agreement to create nor that may tend to create or to carry out any restriction on secret, competitive bidding on the procurement of Smoke Testing Sewers, to fix, maintain, increase, or reduce the price set out in the Proposal (bid) on the Project; to fix or maintain any standard or figure whereby the price bid in the Proposal is or has been in any manner affected, controlled, or established; or in any other manner to prevent or lessen competition in the bidding for the Project.

3. That EnviroWaste Services Group, Inc (corporation/partnership) has not, during such time, entered into, executed, or carried out any contract, obligation, or agreement with any person, corporation, or association of persons not to bid on this Project below a common standard or figure, to keep the price thereof at fixed or graded figures, to preclude a fair and unrestricted competition in the bidding of this Project, to regulate, fix or limit the bidding on the Project, or to abstain from engaging in the bidding on the Project, or any portion thereof.

4. That EnviroWaste Services Group, Inc (corporation/partnership) has not within 6 months next preceding the date of this Affidavit, either directly or through the instrumentality of trustees or otherwise, acquired assets shares, bonds, franchise, or other rights in or physical properties of any other corporation or partnership for the purpose of preventing or lessening, or in a manner that tends to affect or lessen, competition in the bidding on this Project.

5. That EnviroWaste Services Group, Inc (corporation/partnership) has not within such time entered into any agreement or understanding to refuse to buy from or sell to any other person, corporation, firm, or association of person who bids on the Project.



6. That no officer of EnviroWaste Services Group, Inc has, within Affiant's knowledge, during such 6 months made on behalf of its or for its benefit any such contract or agreement as is specified in this Affidavit.

7. That these representations and warranties will be true at the time of the bid opening.

By: \_\_\_\_\_

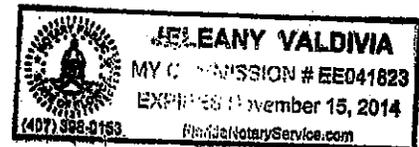
Its: President

Authority Warranted

SWORN TO and subscribed before me this 24 day of August, 20012.

Jelany Valdivia  
Notary Public

My Commission Expires:





FORM A-5

ADDENDUM TO BID DOCUMENTS

IFB NUMBER: 43-11-12

BID OPENING DATE: 8/28/12

To All Bidders:

It is the Bidder's responsibility to assure receipt of all addenda. The Bidder should verify with the designated Contracting Officer prior to submitting a proposal that all addenda have been received. Bidder's are required to acknowledge the number of addenda received as part of their proposals.

This form must be returned with your bid as acknowledgement of receipt of all addenda issued for this RFP, RFQ or IFB and must signed in the space provided below. Bidder's failure to return this form will be deemed non-responsive and will not be considered for contract award.

Please initial to acknowledge receipt of addenda pertaining to this contract:

- Addendum No. 1
- Addendum No. 2
- Addendum No. 3
- Addendum No. 4
- Addendum No. 5
- Addendum No. 6
- Addendum No. 7
- Addendum No. 8
- Addendum No. 9
- Addendum No. 10

Acknowledged by:

Name: Eduardo Barba, President

Signature: [Handwritten Signature]

Date: 8/24/12



Form "A-6"

BIDDER'S DISCLOSURE OF  
SUBCONTRACTORS AND SUPPLIERS

RFQ, RFP OR IFB NO. 43-11-12

DISCIPLINE Smoke Testing Sewers

Team Composition Plan

Please provide the following for tracking purposes only:

Business Association	Business Name	Business Address	Business Phone #	Describe Type of Work to be Performed	% of Work	Diversity Class. *
Prime Contractor	EnviroWaste Services Group	4 SE 1st Street, 2nd Floor	305-637-9665	all of the work	100	H
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Joint Venture						

Diversity Classification:

A = Asian American

B = African American

F = American Woman

H = Hispanic American

N = Native American

L = Local Vendor (North Miami)



FORM "A-4"

QUESTIONNAIRE INSTRUCTIONS

PROJECT:

OWNER:

CITY OF NORTH MIAMI

BIDDER:

---

INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The City of North Miami shall be entitled to contact each and every person/company listed in response to this questionnaire. The Bidder, by completing this questionnaire, expressly agrees that any information concerning the Bidder in possession of said entities may be made available to the City.
- C. Only complete and accurate information shall be provided by the Bidder. The Bidder hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The Bidder also acknowledges that the City is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a questions was provided by the Bidder, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City of any subsequent agreement between the City and the Bidder.
- D. If there are any questions concerning the completion of this form, the Bidder is encouraged to contact Ruby Crenshaw-Johnson, Purchasing Director via email at [rcrenshaw@northmiamifl.gov](mailto:rcrenshaw@northmiamifl.gov) or via facsimile: (305) 891-1015.



**QUESTIONNAIRE**

Bidder's Name:

EnviroWaste Services Group, Inc.

Principal Office Address:

4 SE First, Second Floor

Miami, Fl 33131

Official Representative:

Eduardo Barba

- Individual  
 Partnership (Circle One)  
 Corporation

If a Corporation, answer this:

**When Incorporated:**

February 13, 1998

In what State:

Florida

If Foreign Corporation:

**Date of Registration with**  
Florida Secretary of State: 2/13/98

Name of Resident Agent:

Marlene Rubido

Address of Resident Agent:

6780 Coral Way

Miami, Fl. 33155

President's Name:

Eduardo Barba

Vice President's Name:

Julio Fojon

Treasurer's Name:

Rafael Barba

Members of Board of Directors:

If a Partnership:

Date of Organization:

General or Limited Partnership\*:



Name and Address of Each Partner:

- | <u>Name</u> | <u>Address</u> |
|-------------|----------------|
| 1. _____    | _____          |
| 2. _____    | _____          |
| 3. _____    | _____          |

\*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business: 14
2. Have any similar agreements held by Bidder for a similar project to the proposed project ever been canceled?  
Yes  No   
If yes, give details on a separate sheet.
3. Has the Bidder or any principals of the applicant organization failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?  
no  
If yes, please explain:
4. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? no  
If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.
5. Person or persons interested in the proposal and Questionnaire Form \_\_\_\_\_ (have) have not (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike our inappropriate words).  
Explain any convictions on a separate sheet.
6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:  
A. List all pending lawsuits:  
none.



B. List all judgments from lawsuits in the last five years:  
none.

C. List any criminal violations and/or convictions of the Bidder and/or any of its principals:  
none.

7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state).

The Bidder understands that information contained in this Questionnaire will be relied upon by the City of North Miami in awarding the proposed Agreement and such information is warranted by the Bidder to be true. The undersigned Bidder agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the Bidder, as may be required by the City Manager.

*The Bidder further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the City of North Miami Police Department. By submitting this questionnaire, the Bidder agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.*



I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

Dated August 24, 2012

CONSULTANT:

By Eduardo Barba  
Its President

Sworn to and subscribed before me this 24 day of August, 2012

Jeleany Valdivia  
Notary Public

My Commission Expires:





## ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
<b>POLICY TYPE: Workers Compensation Coverage</b>	<b>Statutory</b>
<b>CARRIER: Bridgefield Employers Insurance Company</b>	<b>\$1,000,000 E.L Each Accident</b>
<b>POLICY TERM: 1/1/2012 - 1/1/2013</b>	<b>\$1,000,000 E.L Disease - Policy Limit</b>
<b>POLICY NUMBER: 830-46885(FL)</b>	<b>\$1,000,000 E.L Disease - Each Employee</b>





Form "A-9"

IN WITNESS WHEREOF, the above bounded parties have caused this Bond to be executed by their appropriate officials of the 22nd day of August, 2012.

WITNESS:

PRINCIPAL:

(If sole Proprietor or partnership)

\_\_\_\_\_

\_\_\_\_\_

(Firm Name)

BY \_\_\_\_\_

Title: (Sole Proprietor or Partner)

PRINCIPAL (If Corporation)

Envirowaste Services Group, Inc.

(Corporate Name)

BY \_\_\_\_\_  
(President)

Attest: R. B. Bal  
(Secretary)

(CORPORATE SEAL)

COUNTERSIGNED BY  
RESIDENT FLORIDA  
AGENT OF SURETY:

SURETY:

Anett Cardinale E012335  
(Copy of Agent's current  
License as issued by State  
of Florida Insurance  
Commissioner

Fidelity and Deposit Company of Maryland  
By: [Signature]  
Attorney-in-fact  
Anett Cardinale FL Licensed Resident Agent  
(Power of Attorney must be attached)

Inquiries 813-281-2095



corporation in 1998 and will be the main contact on this project. A specific list can be given if required.

Besides the equipment listed below we have three hurco smokers plus all the associated equipment.

Our safety training manual is very large and it is in the attached CD.

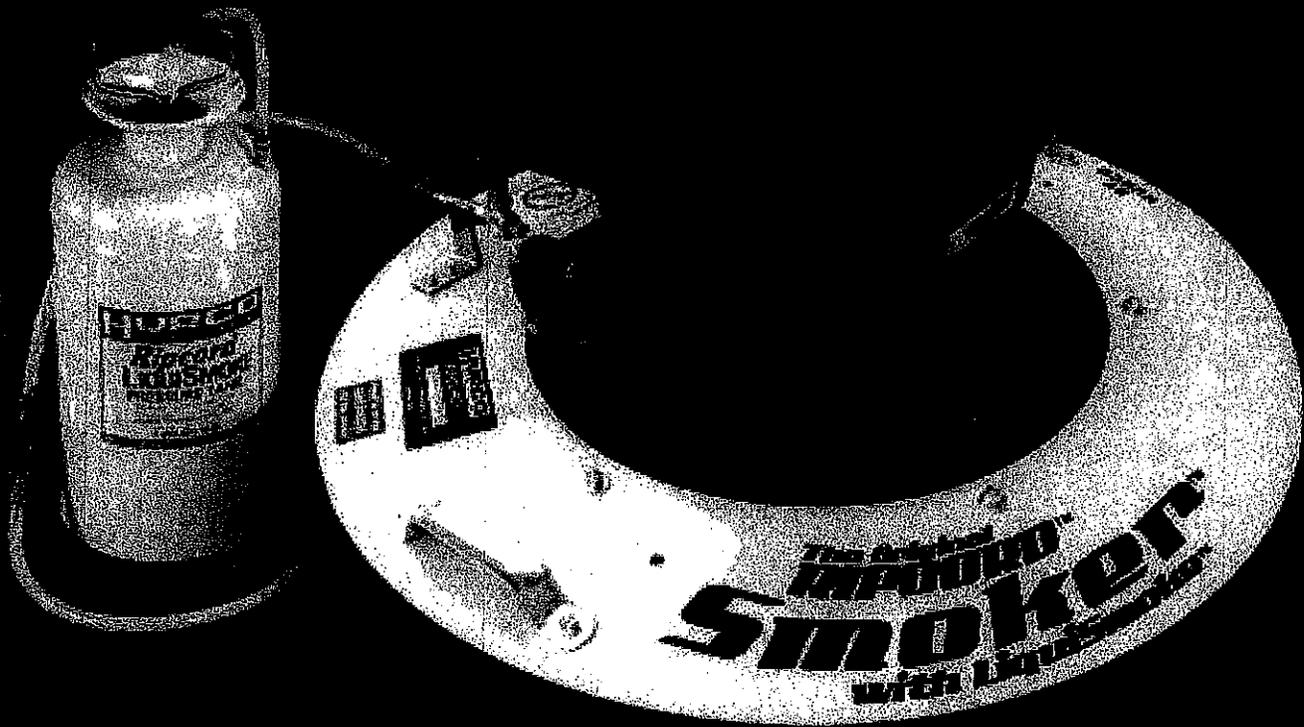
EnviroWaste Services Group, Inc. was incorporated in February of 1998, since that time ESG has grown to be the largest sewer and storm drain cleaning company in the State of Florida. It is the largest minority owned drain cleaning business in the nation. ESG has a fleet of over seventy pieces of heavy/light equipment, with twenty five jet/vac combination trucks, 17 Television trucks. All of our equipment is 2005 or newer in order to minimize down time and increase productivity. Our 40,000 square foot maintenance facility services all equipment and stocks spare parts in order to minimize downtime. EnviroWaste has three hurco smokers, giving us a capability of smoke testing 100,000' per week. ESG counts with over 115 experienced employees. ESG has a general contractors on staff. ESG is an "S" Corporation. Mr. Eduardo Barba is the company's Chief Operations Officer and President, and has been in the sewer business since 1996. EnviroWaste has cleaned well over 8,000,000 feet of storm drainage systems, 7,000,000 feet of sanitary sewer systems.

#### MISC

In addition to the aforementioned information, ESG has been listed recently in Hispanic Business magazine as "One of the 500 Largest" Hispanic companies in the U.S., by Hispanic Business as one of the "Fastest Growing 100 Hispanic Companies" in the US, by Inc. magazine as one of the "100 Fastest Growing Inner City Companies" in the US and by Inc. as one of the 5000 Fastest Growing Private Businesses in the US.

## Engineered for Performance

HURCO Technologies provides the right tools to make your efforts safer, highly productive and more profitable.



**HURCO**  
TECHNOLOGIES, INC.

**The Complete Smoketesting Public Awareness,  
Training & Support System**

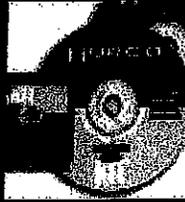
**On line support**

www.smoketesting.com provides information regarding sewer system smoke testing activities 24 hours a day seven days a week.



**Community Awareness Package**

We also offer a "Public Service Announcement" kit with broadcast ready TV and radio commercials, and print.



**Training**

Video and powerpoint training materials are available at www.gethurco.com.



**PERFORMANCE COUNTS**

**HURCO's Smoketesting System**

- Teamed with HURCO's original RIPCORDER Smoker™, Liqui-Smoke™ is the safest and cleanest way to smoke test a sewer line.
- Utilizing the patented SuperJet™ smoke generator, produces more smoke faster for less dollars - one gallon of Liqui-Smoke™ will last up to 3 hours.
- Cost less to operate - HURCO's RIPCORDER Smoker™ functions operator free, no additional worker required to make smoke.
- Ensure that your smoke testing program is done correctly with HURCO's complete training and support system.



If any HURCO product does not perform exactly as we claim, let us know within the first 10 days after purchase and we'll refund your money.

**Liqui-Smoke™ Laboratory Tested Safe**

**Tested for:**

- 107 known toxic compounds
- Carbon monoxide levels
- Staining and odor

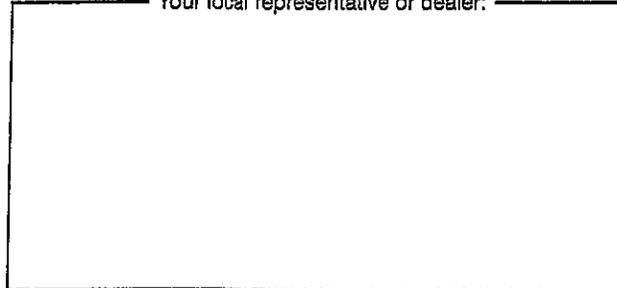
**The Results Are:**

**Safest and cleanest way to smoke test**

For laboratory test results, see Download Center at

**Get HURCO.com**

Your local representative or dealer:



**HURCO**  
TECHNOLOGIES, INC.  
**1-800-888-1436**

# MATERIAL SAFETY DATA SHEET for **HURCO** TECHNOLOGIES, INC.

## LiquiSmoke™

### SECTION I Product Identification

TRADE NAME:

**Hurco LiquiSmoke™**

GENERAL OR GENERIC ID: Hydrotreated Middle Distillate  
DOT HAZARD CLASSIFICATION: NA  
CHEMICAL FORMULA: Proprietary  
This material is in compliance with the  
Toxic Substances Control Act (15 USC 2601—2629).

### SECTION II Composition, Information on Ingredients

INGREDIENT: Hydrotreated Middle Distillate  
CAS #: 64742-46-7  
PERCENT: 100

EXPOSURE INFORMATION

Ingredients	ACGIH TLV	STEL	OSHA Pel	STEL
Hydrotreated Middle Distillate	100 mg/m <sup>3</sup>	NA	NA	NA

Exposure limits expressed as 8-hour TWA concentrations in either parts per million (ppm), or milligrams per cubic meter (mg/m<sup>3</sup>).

### SECTION III Hazards Identification

ROUTES OF ENTRY

Inhalation: Yes  
Skin: Yes  
Ingestion: Yes

EXPOSURE EFFECTS

Symptoms of Exposure: Headache, drowsiness, eye, respiratory or skin irritation, nausea, numbness.  
Acute Exposure Effects: Ingestion may cause nausea, vomiting and diarrhea.  
Chronic Exposure Effects: Dermatitis, pneumonitis & pulmonary edema.

MEDICAL CONDITION

Aggravated by Exposure: NA  
Carcinogen Status: No  
NTP: No  
OSHA: No  
IARC: No

CARCINOGENICITY STMT: According to IARC Monographs, severely Hydrotreated oils, such as this product, are not considered carcinogenic. Nevertheless, good industrial hygienic practices are recommended.

### SECTION IV First Aid Measures

Emergency and First Aid Procedures  
Remove from contaminated atmosphere. Give artificial respiration if not breathing. Remove contaminated clothing. Thoroughly wash affected areas with soap and water. In case of eye contact, flush eyes with water for 10-15 minutes. SEEK IMMEDIATE MEDICAL CARE.

If swallowed, DO NOT INDUCE VOMITING.

### SECTION V Fire and Explosion Data

Flashpoint: 265°F.(129.43°C) COC  
Autoignition Temperature: NA  
LEL: NA  
UEL: NA  
Fire Fighting Procedures: SCBA may be required.  
Extinguishing Media: CO<sub>2</sub>, Dry Chemical, Foam  
Unusual Fire & Explosion Hazards: Water may cause frothing.

### SECTION VI Accidental Release Measures

#### SPILL/RELEASE INSTRUCTIONS

Eliminate all sources of ignition. Contain with earthen like or petroleum absorbent material. Remove with grounded suction pump to salvage container. Remove all contaminated materials.

### SECTION VII Handling & Storage Information

Keep away from all ignition sources (e.g. heat, flame, sparks, strong oxidizers). Bond and ground container.

### SECTION VIII Exposure Controls/Personal Protection

Engineering Controls: No  
Local Exhaust: To control vapors.  
Mechanical Ventilation: For Confined Spaces.  
Respiratory Protection: NIOSH approved organic vapor respirator.  
Eye Protection: Chemical goggles or face shield.  
Glove Protection: PVC/equivalent resistant glove.  
Work/Hygienic Practices: Always minimize body contact. Wash areas of body contact promptly. Use a PVC/equivalent resistant apron where splash potential exists.

### SECTION IX Physical & Chemical Properties

Physical Appearance: Water white liquid  
Product Odor: Negligible  
Specific Gravity: <1  
Solubility in Water: Insoluble  
Boiling Point: 470°F 243.31°C  
Freezing Point (F): NA  
Melting Point (F): 30°F -1.11°C  
Vapor Pressure: <0.1  
Reference: mmHg@70°F

*Continued on back...*

**SECTION X**  
**Stability & Reactivity Information**

Stability:	Stable
Hazardous Polymerization:	Oxidizers
Materials to Avoid:	Heat & Flame
Hazardous Decomposition:	Carbon Monoxide and other petroleum decomposition products.

**SECTION XI**  
**Disposal Consideration**

Waste Management: Per Federal, State and local laws.

**SECTION IX**  
**Transportation Information**

Proper Shipping Name: NOT A DOT REGULATED MATERIAL  
(Packaging in excess of 3500 gal require an OIL SPILL prevention and response plan per 49 CFR 1).

Hazard Class: NA  
UN/NA Number: NA  
Packaging Group: NA

**All hazard precautions given in this data brochure must be observed.**  
**This brochure is for the unburnt LiquiSmoke Only. Test Data is available for LiquiSmoke "smoke" by contacting Hurco Technologies.**

**LAST ISSUE DATE:**  
**01/10/07**

**Questions Concerning LiquiSmoke**  
**(8:00-5:00 Central Time) M-F**  
**Please Call: 1-800-888-1436**

**SECTION XIII**  
**Regulatory Information**

Hazardous under SARA Section a311:	Yes
Fire Hazard:	No
Sudden Release:	No
Immediate:	No
Reactive Hazard:	No
Delayed:	Yes

SARA Section 313 Listed Components: None

**SECTION IX**  
**Other Information**

**NFPA 704M Rating**

NFPA Fire Code:	1
NFPA Health Code:	1
NFPA Reactivity Code:	0
NFPA Other:	Blank

The information contained in this MSDS is believed to be accurate, but is not warranted to be, whether originated with Hurco Technologies or not. Recipients are advised to confirm in advance of need that the information is current, applicable, and suitable to the circumstances.

**NFPA Key**

0 = Insignificant  
1 = Slight  
2 = Moderate  
3 = High  
4 = Extreme

**SECTION IX**  
**Definitions**

DOT = Department of Transportation  
CAS = Chemical Abstract Service  
ACGIH = American Conf. Of Governmental Industrial Hygienists  
OSHA = Occupational Safety and Health Administration  
TLV = Threshold Limit Value  
STEL = Short Term Exposure Limit  
PEL = Permissible Exposure Limit  
TWA = Time Weighted Average  
NTP = National Toxicology Program  
IARC = International Agency for Research on Cancer  
LEL = Lower Explosion Limit  
UEL = Upper Explosion Limit  
SCBA = Self Contained Breathing Apparatus  
CFR = Code of Federal Regulations  
NFPA = National Fire Protection Agency  
EPA = Environmental Protection Agency

**FOR ADDITIONAL**  
**NON-EMERGENCY MSDS INFORMATION CONTACT:**

**HURCO**  
TECHNOLOGIES, INC.

P.O. BOX 70, HARRISBURG, SD 57032  
1-800-888-1436  
Fax #: (605) 743-2465  
E-mail: info@gethurco.com