NORTH MIAMI
FLORIDA
776 N.E. 125 Street, North Miami, Florida 33161

Council Report

To: The Honorable Mayor and City Council

From: Ruby C. Johnson, Director
Purchasing Department

Date: October 9, 2012

RE: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND ENVIROWASTE SERVICES GROUP, INC., FOR THE CLEANING AND CLOSED-CAPTION TELEVISION INSPECTION OF SANITARY SEWER LINES IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE INVITATION FOR BID #44-11-12 CLEANING & CCTV INSPECTION OF SANITARY SEWER LINES, AT AN ESTIMATED AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS ($500,000.00); PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES**

RECOMMENDATION

Staff is recommending that the Mayor and Council authorize the City Manager to approve authorization to enter into a contract with EnviroWaste Services Group Inc., Cleaning & CCTV Inspection of Sanitary Sewer Lines for an amount not to exceed $500,000 for a three (3) year term.

BACKGROUND

Cleaning & CCTV Inspections of the sewer lines involve transmitting closed caption TV cameras in the sewer lines to detect leaks. This process is a requirement of the Sanitary Sewer Evaluation Survey (SSES) mandated by the Environmental Protection Agency.

Staff solicited IFB 44-11-12 in July of 2012. Four companies submitted responses to the IFB. EnviroWaste Services Group, Inc is the apparent low bidder and is being recommended for award. The term will be for a period of three years with two yearly options.

Funding for this project is provided through the Water and Sewer Utility Fund and State Revolving Fund.

Attachments

Resolution
Tabulation

RESOLUTION NO. _____

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 CLEANING AND CLOSED-CAPTION TELEVISION INSPECTION OF SANITARY SEWER LINES IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE INVITATION FOR BID #44-11-12 CLEANING & CCTV INSPECTION OF SANITARY SEWER LINES; 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 FIVE HUNDRED THOUSAND DOLLARS ($500,000.00); PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, on July 17, 2012, the City of North Miami ("City") advertised ***Invitation for Bid #44-11-12, Cleaning & CCTV Inspection of Sanitary Sewer Lines*** ("IFB") to provide the City with the requisite labor, supervision, materials, equipment, tools, services and expertise necessary for the cleaning and closed-caption television inspection of sanitary sewer lines, 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 further 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 Five Hundred Thousand Dollars ($500,000.00).

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 cleaning and closed-caption television inspection of sanitary sewer lines in accordance with the terms, conditions and specifications contained in the Invitation for Bid #44-11-12 Cleaning & CCTV Inspection of Sanitary Sewer Lines.

Section 2. **Authority of City Manager and City Attorney.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager and City Attorney to negotiate and execute an agreement, in substantially the attached form, in the amount not to exceed Five Hundred Thousand Dollars ($500,000.00).

Section 3. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this _____ 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: _____

Seconded by: _____

Vote:

Mayor Andre D. Pierre, Esq.	_____ (Yes)	_____ (No)
Vice Mayor Marie Erlande Steril	_____ (Yes)	_____ (No)
Councilperson Michael R. Blynn, Esq.	_____ (Yes)	_____ (No)
Councilperson Scott Galvin	_____ (Yes)	_____ (No)
Councilperson Jean R. Marcellus	_____ (Yes)	_____ (No)

CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT
(IFB 44-11-12)

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 125th 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. 1st Street, 2nd Floor, Miami, FL 33131 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, on July 17, 2012, the City of North Miami ("City") advertised ***Invitation for Bid #44-11-12, Cleaning & CCTV Inspection of Sanitary Sewer Lines*** ("IFB"), to provide the City with the requisite labor, supervision, materials, equipment, tools, services and expertise necessary for the cleaning and closed-caption television inspection of sanitary sewer lines, 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 #44-11-12, Cleaning & CCTV Inspection of Sanitary Sewer Lines***, incorporated hereto by reference;

2.1.2 Contractor's Bid Submittal Forms in response to the IFB ("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 OF AGREEMENT

3.1 The Term of this Agreement shall be three (3) years from the date of execution, 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 The City shall have two (2) additional one (1) year-term options to extend the Agreement, subject to Contractor's acceptance, satisfactory performance of Services by Contractor and the availability of funds. Upon any extension, the insurance requirements for this Agreement will be subject to review by the City's Risk Manager.

3.3 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 Five Hundred Thousand and no/100 Dollars ($500,000.00) 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 Local Preference. Contractor agrees to comply with Section 7-151, of the City Code and covenants to include the use of local contractors and/or local workforce, in accordance with Contractor's Bid. Contractor shall be responsible for providing reports to the City on a quarterly basis, or upon the City's reasonable request for such reports, for the purpose of confirming Contractor's compliance with this subsection.

6.5 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.

6.6 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.

6.7 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.

6.8 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.

6.9 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.

6.10 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.

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

6.12 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 1st Street Miami, FL 33131 Phone: (305) 374-7038 Fax: (305) 374-7044
To City:	City of North Miami Attn: City Manager 776 N.E. 125th Street North Miami, Florida 33161
With a copy to:	City Attorney City of North Miami

776 N.E. 125th 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 biding 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:

Corporate Secretary or Witness:

By: _____

Print Name: _____

Date: _____

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

By: _____

Print Name: _____

Date: _____

ATTEST:

By: _____
Michael A. Etienne
City Clerk

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

By: _____
Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Regine M. Monestime
City Attorney

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

INVITATION TO BID
SECTION 3
BID SUBMITTAL FORMS

OPENING: 3:00 P.M.
August 14, 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:
July 17, 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.

44-11-12

Cleaning & CCTV Inspection of Sanitary Sewer Lines

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:
Ruby Crenshaw-Johnson

Commodity Code(s):
63112, 74502, 74504,
74511, 74514, 74521

Firm Name:

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 22 OF SECTION 3, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE

FAILURE TO SIGN PAGE 22 OF SECTION 3, BID SUBMITTAL, WILL RENDER YOUR BID NON-RESPONSIVE

BID FORM: PRICE LIST

Note: Quantities will vary based on assigned projects. Estimated quantities shall be specified as a Work Order on an as needed basis.

Item Number	Quantity	Unit	Description	Unit Price	Total Price
Sewer Main Cleaning and TV Inspections					
1.	1	LF	Sewer main cleaning and TV inspection (less than 8-inch sewer)	1.15	1.15
2.	1	LF	Sewer main cleaning and TV inspection (8-inch and 10-inch sewer)	1.45	1.45
3.	1	LF	Sewer main cleaning and TV inspection (12-inch and 15-inch sewer)	1.85	1.85
4.	1	LF	Sewer main cleaning and TV inspection (18-inch, 21-inch and 24-inch sewer)	2.75	2.75
5.	1	LF	Sewer main cleaning and TV inspection (30-inch and 36-inch sewer)	4.25	4.25
TOTAL SEWER MAIN CLEANING & TV INSPECTION					11.45
Sewer Lateral Cleaning and TV Inspections					
6.	1	EA	Sewer lateral (4-inch and 6-inch) cleaning and TV inspection from main, up to 30 feet of lateral	150.00	150.00
7.	1	LF	Sewer lateral (4-inch and 6-inch) cleaning and TV inspection from main, per linear foot beyond 30 feet of lateral	.01	.01
8.	1	EA	Sewer lateral (4-inch and 6-inch) cleaning and TV inspection from cleanout, up to 30 feet of lateral	50.00	50.00
9.	1	LF	Sewer lateral (4-inch and 6-inch) cleaning and TV inspection from cleanout, per linear foot beyond 30 feet of lateral	.01	.01
TOTAL SEWER LATERAL CLEANING AND TV INSPECTION					200.02
Mechanical Removal					
10.	1	LF	Mechanical grease or root removal (less than 8-inch sewer)	.01	.01
11.	1	LF	Mechanical grease or root removal (8-inch and 10-inch sewer)	.01	.01
12.	1	LF	Mechanical grease or root removal (12-inch and 15-inch sewer)	.01	.01
13.	1	LF	Mechanical grease or root removal (18-inch, 21-inch and 24-inch sewer)	.01	.01
14.	1	LF	Mechanical grease or root removal (30-inch and 36-inch sewer)	.01	.01
15.	1	LF	Mechanical tuberculation removal (less than 8-inch sewer)	.01	.01
16.	1	LF	Mechanical tuberculation removal (8-inch and 10-inch sewer)	.01	.01

Item Number	Quantity	Unit	Description	Unit Price	Total Price
17.	1	LF	Mechanical tuberculation removal (12-inch and 15-inch sewer)	.01	.01
18.	1	LF	Mechanical tuberculation removal (18-inch, 21-inch and 24-inch sewer)	.01	.01
19.	1	LF	Mechanical tuberculation removal (30-inch and 36-inch sewer)	.01	.01
			TOTAL MECHANICAL REMOVAL		.10
Bypass Pumping					
20.	1	DAY	Bypass pumping (less than 8-inch sewer)	.01	.01
21.	1	DAY	Bypass pumping (8-inch and 10-inch sewer)	.01	.01
22.	1	DAY	Bypass pumping (12-inch and 15-inch sewer)	.01	.01
23.	1	DAY	Bypass pumping (18-inch, 21-inch and 24-inch sewer)	.01	.01
24.	1	DAY	Bypass pumping (30-inch and 36-inch sewer)	.01	.01
			TOTAL BYPASS PUMPING		.05
Traffic Control					
25	1	HOUR	Traffic control - flagman, each	.01	.01
26	1	EA	Traffic control - arrow board, each	.01	.01
27	1	EA	Traffic control - barricade, each	.01	.01
			TOTAL TRAFFIC CONTROL		.03
			GRAND TOTAL		211.65

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)

Eduardo Barba President 8/10/12

AUTHORIZED SIGNATURE **TITLE** **DATE**

WORK ORDER NO.1

Please submit with your firms bid response pricing for Work Order No. 1. Award of this Invitation for Bid is based on the grand total of the Bid Form: Price List **and NOT** Work Order No. 1.**Prices must coincide with Price List**

Item Number	Estimated Quantities	Unit	Description	Unit Price	Extended Price
1	90,000	LF	Sewer main cleaning and TV inspection (8-inch and 10-inch sewer)	1.45	130,500.00
2	6,000	LF	Sewer main cleaning and TV inspection (12-inch and 15-inch sewer)	1.85	11,100.00
3	3,000	LF	Sewer main cleaning and TV inspection (18-inch and 24-inch sewer)	2.75	8,250.00
4	10,000	LF	Mechanical grease or root removal (8-inch and 10-inch sewer)	.01	100.00
5	2,000	LF	Mechanical grease or root removal (12-inch and 15-inch sewer)	.01	20.00
6	1,000	LF	Mechanical grease or root removal (18-inch and 24-inch sewer)	.01	10.00
7	5	DAY	Bypass pumping (8-inch and 10-inch sewer)	.01	.05
8	5	DAY	Bypass pumping (12-inch and 15-inch sewer)	.01	.05
9	5	DAY	Bypass pumping (18-inch and 24-inch sewer)	.01	.05
10	10	HR	Traffic control – flagman, hourly	.01	.10
11	10	EA	Traffic control – arrow board, each	.01	.10
12	10	EA	Traffic control – barricade, each	.01	.10
			WORK ORDER NO. 1 TOTAL		149,980.45

Reference Special Conditions, 2.6 Work Order Assignment regard the use of work orders throughout the term of the contract.

EnviroWaste Services Group, Inc,

FIRM NAME (Please print)

Eduardo Barba President 8/10/12

OFFEROR SIGNATURE **TITLE** **DATE**

BID SUBMITTAL FOR:
44-11-12

FEIN NO.: 6 / 5 - 0 / 8 / 2 / 9 / 0 / 9 / 0

(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 First Street, 2nd Floor

CITY/STATE/ZIP CODE Miami, Fl. 33131

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

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 _____ **Date** 8/10/12
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.

FORM A-1

NORTH MIAMI
FLORIDA

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.

FORM A-1

NORTH MIAMI
FLORIDA

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]

Sworn to and subscribed before me this 13th day of August, 2012.

Personally known Eduardo Barba

OR Produced identification _____ Notary Public - State of Florida

_____ My commission expires 11/15/2014
(Type of Identification)

JELEANY VALDIVIA
MY COMMISSION # EE041823
EXPIRES November 15, 2014
(407) 398-0153 FloridaNotaryService.com

(Printed typed or stamped Commissioned name of Notary Public)

NORTH MIAMI
FLORIDA

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 Cleaning and CCTV Sewer, 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.

NORTH MIAMI
FLORIDA

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: Eduardo Barba

Its: President

Authority Warranted

SWORN TO and subscribed before me this 13th day of August, 2012.

Jeleany Valdivia

Notary Public

My Commission Expires:

JELEANY VALDIVIA
MY COMMISSION # EE041823
EXPIRES November 15, 2014
(407) 398-0153 FloridaNotaryService.com

NORTH MIAMI
FLORIDA

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 or via facsimile: (305) 891-1015.

NORTH MIAMI
FLORIDA

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*: _____

NORTH MIAMI
FLORIDA

Name and Address of Each Partner:

Name	Address
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?

   If yes, please explain: no

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.

NORTH MIAMI
FLORIDA

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 10 ,2012

CONSULTANT:

By Eduardo Barba
Its President

Sworn to and subscribed before me this 13th day of August ,2012

Jeleany Valdivia
Notary Public

My Commission Expires:

11-15-2014

JELEANY VALDIVIA
MY COMMISSION # EE041823
EXPIRES November 15, 2014
(407) 398-0153 FloridaNotaryService.com

NORTH MIAMI
FLORIDA

FORM A-5

ADDENDUM TO BID DOCUMENTS

IFB NUMBER: 44-11-12

BID OPENING DATE: 8/14/12

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:
Date: 8/10/12

NORTH MIAMI
FLORIDA

Form "A-6"

BIDDER'S DISCLOSURE OF
SUBCONTRACTORS AND SUPPLIERS

RFQ, RFP OR IFB NO. 44-11-12

DISCIPLINE Cleaning & CCTV Sewer

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						
Joint Venture						

Diversity Classification:

A = Asian American *B = African American* *F = American Woman*
H = Hispanic American *N = Native American* *L=Local Vendor (North Miami)*

ENVISER-02 PARKSHN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/1/2012

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

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

PRODUCER
Willis of Florida, Inc.
c/o 26 Century Blvd.
P.O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME:
PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	16535
INSURER B: Zurich American Insurance Company of Illinois	27855
INSURER C: American Guarantee and Liability Insurance Comp	26247
INSURER D: Bridgefield Employers Insurance Company	10701
INSURER E:	
INSURER F:	

INSURED
Envirowaste Services Group
4 SE 1st St- 2nd FL
Miami, FL 33131

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Per Project/ X Per Location GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		GLO5571339-00	7/31/2012	7/31/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		BAP5571338-00	7/31/2012	7/31/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $	X		AUC-5571348-00	7/31/2012	7/31/2013	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		830-46885(FL)	1/1/2012	1/1/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Department of Business & Professional Regulation is included as an Additional Insured as respects General Liability, and Auto Liability where required by written contract. Umbrella Follows Form.

CERTIFICATE HOLDER

Department of Business & Professional Regulation
1940 North Monroe Street
Tallahassee, FL 32399

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
MRMolet

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The ACORD name and logo are registered marks of ACORD

ADDITIONAL COVERAGE SCHEDULE

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

Form "A-9"

Bidder Must Submit With Bid

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Envirowaste Services Group, Inc. as Principal, hereinafter called Contractor, and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto the City of North Miami, Florida, as a municipal corporation of the State of Florida, hereinafter called the City, in the sum of five percent (5%) of the Base Bid amount of:

Two Hundred Fifty Thousand & 00/100

(Written Dollar Amount)

dollars ($ 250,000.00) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Contractor contemplates submitting or has submitted, a Bid to the City for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the Work covered in the Bid Documents which include the Project Manual, the detailed Plans and Specifications, and any Addenda thereto, for the 44-11-12 entitled, Cleaning & CCTV Inspection of Sanitary* * Sewer Lines

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check, certified check, or Bid Bond in the amount of five percent (5%) of the Base Bid be submitted with said Bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after notice having been given of the Award of the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Contractor within ten (10) consecutive calendar days after notice of such acceptance, enters into a written Contract with the City and furnishes the Performance and Payment Bonds, satisfactory to the City, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of North Miami and the Surety herein agrees to pay said sum immediately, upon demand of the City, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Contractor.

NORTH MIAMI
FLORIDA

Form "A-9"

IN WITNESS WHEREOF, the above bounded parties have caused this Bond to be executed by their appropriate officials of the 31st day of July, 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:
(Secretary)

(CORPORATE SEAL)

COUNTERSIGNED BY RESIDENT FLORIDA AGENT OF SURETY:

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

SURETY:

Fidelity and Deposit Company of Maryland

By:
Attorney-in-fact
Anett Cardinale

(Power of Attorney must be attached)

Inquiries 813-281-3095

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLEN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David H. CARR, Carol H. HERMES, Anett CARDINALE, Margaret A. GINEM and Linda HORN, all of Tampa, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 11th day of July, A.D. 2012.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Eric D. Barnes

Assistant Secretary
Eric D. Barnes

T. O. McClellen

Vice President
Thomas O. McClellen

State of Maryland
City of Baltimore

On this 11th day of July, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLEN, Vice President, and ERIC D. BARNES, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015

POA-F 031-3190F

FLORIDA DEPARTMENT OF INSURANCE

ANETT ELISABETH CARDINALE

License Number E012335

IS LICENSED TO TRANSACT THE FOLLOWING CLASSES OF INSURANCE

General Lines (Property Casualty)

RESIDENT LICENSE

This License must have an active appointment with the [illegible] or services are being marketed. See reverse for a [illegible] requirement.

IMPORTANT PLEASE READ CAREFULLY

1. Licensee may only transact insurance with an active appointment by an eligible insurer or employer. If this person is acting as a surplus lines agent, public adjuster, reinsurance intermediary manager/broker or a health care risk manager, he/she should have an appointment recorded in their own name on file with the Department. If you are unsure of this licensee's status, you should contact the Florida Department of Insurance immediately.
2. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed on the front. If such expiration occurs, the individual or firm will be required to re-qualify as a first-time applicant.
3. If this license was obtained by passing a licensure examination offered by the Florida Department of Insurance, the licensee is required to comply with continuing education requirements contained in 626.2815, 626.659, or 648.305 Florida Statutes.
4. THIS LICENSE IS THE PROPERTY OF THE FLORIDA DEPARTMENT OF INSURANCE. PLEASE NOTIFY THE DEPARTMENT IMMEDIATELY IF LOST OR STOLEN.

COMPANY INFORMATION

EnviroWaste Services Group, Inc.
4 SE 1st Street, 2nd Floor, Miami, FL 33131
(305) 637-9665, Fax (305) 637-9659, (877) 637-9665
License: # QB 32296
CGC 1507453

COMPANY EXPERIENCE / QUALIFICATIONS

- **Owner:** Orange County, FL
  Project Title: Stormwater System Inspection, Cleaning, Sealing, Void Detection & Void Filling (Y8-1034-J2)
  Budget: $ 2,000,002
  Time period: June 2008 – June 2011
  Scope: ESG has been contracted to provide various drainage related contracting services for Orange County, FL, including cleaning, video inspection, chemical grouting, internal joint seals, sonar inspection, ground penetrating radar, soil stabilization, injection holes, and injection & sealing of cracks.
  Contact: Charles West Ph: 407-836-7876 Fax: 407-836-7839
  Charles.West2@ocfl.net

- **Owner:** Orange County, FL
  Project Title: Stormwater System Inspection, Cleaning, Sealing, Void Detection & Void Filling (Y8-1110)
  Budget: $ 1,778,721
  Time period: November 2008 – November 2011
  Scope: ESG has been contracted to provide various drainage related contracting services for Orange County, FL, including cleaning, video inspection, chemical grouting, internal joint seals, sonar inspection, ground penetrating radar, soil stabilization, injection holes, and injection & sealing of cracks
  Contact: Charles West Ph: 407-836-7876 Fax: 407-836-7839
  Charles.West2@ocfl.net

- **Owner:** Orange County, FL
  Project Title: Sanitary Sewer System Inspection, Cleaning, Sealing, Void Detection & Void Filling (Y9-1022)
  Budget: $ 2,522,523.40
  Time period: July 2009 – July 2012
  Scope: ESG has been contracted to provide various sewer related contracting services for Orange County, FL, including cleaning, video inspection, and clean-out installation.

Contact: Tom Devlin Ph: 407-836-6844 Fax: 407-836-6849
Tom.Devlin@ocfl.net

- **Owner:** City of Ocala
  Project Title: Sanitary Sewer System Inspection, Cleaning
  Budget: $ 1,250,000
  Time period: 2008 – 2016
  Scope: ESG has been contracted to provide cleaning and inspection of sanitary sewers.
  Contact: Edwards Earnest Ph: 352-629-8521 Fax: 352-629-8242
  Eearnest@ocalafl.org

- **Project Name:** City of Dallas, TX
  Project Title: Sewer Maintenance & Repair Services
  Budget: $ 4,696,390
  Time period: July 2008 – July 2014
  Synopsis: ESG has been contracted by the City to provide sanitary sewer maintenance and repair services throughout the City. The scope of services includes storm & sanitary sewer cleaning/TV'ing, point repairs, bypass pumping, sonar inspection, etc.
  Contact: Sergio Munoz Ph: 214-670-8282 Fax: 241-670-8938
  sergio.munoz@dallascityhall.com

- **Project Name:** City of Houston, TX
  Project Title: Sewer Maintenance & Repair Services
  Budget: $ 2,700,000 (across 6 separate but equal scope contracts)
  Time period: February 2009 – February 2014
  Synopsis: ESG has been contracted by the City to provide sanitary sewer maintenance and repair services throughout the City. The scope of services includes storm & sanitary sewer cleaning/TV'ing, point repairs, bypass pumping, sonar inspection, etc.
  Contact: Dan Ratnayake, PE Ph: 713-641-9134 Fax: 713-644-3005
  Dan.ratnayake@cityofhouston.net

- **Project Name:** City of Miami Beach, FL
  Project Title: Horizontal Job Order Contract
  Budget: $ 25,000,000
  Time period: July 2009 – July 2014
  Synopsis: ESG has been contracted to provide horizontal general contracting services for the City of Miami Beach including CIPP rehabilitation, sewer cleaning/TV'ing, point repairs, demolition, drainage, paving, sidewalks, curbs, gutters, excavation, and all other "horizontal" construction services. Our specialty under Mr. Alvarez has been the cleaning and inspections of over 150 outfalls throughout the City of Miami Beach.
  Contact: Mike Alvarez Ph: 305-673-7000 Fax: 305-673-7073

MikeAlvarez@miamibeachfl.gov

- **Project Name:** City of Miami Beach, FL
  Project Title: Horizontal Job Order Contract
  Budget: $ 10,000,000
  Time period: April 2008 – April 2013
  Synopsis: ESG has been contracted to provide horizontal general contracting services for the City of Miami Beach including CIPP rehabilitation, sewer cleaning/TV'ing, point repairs, demolition, drainage, paving, sidewalks, curbs, gutters, excavation, and all other "horizontal" construction services.
  Contact: Mike Alvarez Ph: 305-673-7000 Fax: 305-673-7073
  MikeAlvarez@miamibeachfl.gov

- **Project name:** S-782 Lateral Sewer Testing – 2005-2007
  Location: Miami-Dade Water & Sewer Department
  Budget: $ 3,300,000 (completed at $ 2,450,000)
  Time period: 2 years
  Synopsis: ESG was contracted to test approximately 6,000 sanitary sewer service lateral connections in 40 lift stations throughout Miami-Dade County. The lines were tested using the pressure test and/or the smoke test method. This pilot study program, the first of its kind in the U.S., was requested to determine the I&I problems with the lateral connections throughout the County.
  Contact: Miguel Pichardo 786-258-2573

- **Project name:** S-793 Sanitary Sewer Service Laterals CIPP Rehabilitation
  Location: Miami-Dade Water & Sewer Department
  Budget: $ 500,000
  Time period: 2006
  Synopsis: ESG was contracted by the Prime Contractor to line 95 sanitary sewer service laterals throughout areas of Miami-Dade County.

- **Project name:** S-803 Sectional Line Repair – 2006 / 2009
  Location: Miami-Dade Water & Sewer Department
  Budget: $ 2,000,000
  Time period: Scheduled to complete project within half the allotted time frame.
  Synopsis: ESG was contracted to clean, CCTV video, and inspect sewer lines throughout Miami-Dade County to determine where a repair is required. The specific repair method used under this contract is sectional lining.
  Contact: Miguel Pichardo 786-258-2573

- **Project name:** S-847 Sectional Line Repair – 2010
  Location: Miami-Dade Water & Sewer Department
  Budget: $ 2,000,000
  Time period: Scheduled to complete project within half the allotted time frame.

Synopsis: ESG was contracted to clean, CCTV video, and inspect sewer lines throughout Miami-Dade County to determine where a repair is required. The specific repair method used under this contract is sectional lining.

- **Project Name:** FDOT – Lake County
  Project Title: Maintenance contract E5J21
  Budget: $ 630,000 (completed on time and under budget)
  Time period: August 2007 – March 2008
  Synopsis: ESG was contracted by the FDOT to repair and maintain the storm water system on any of the Department's rights-of-way in Lake County. The primary work duties included CIPP repair of drainage pipes, joint repairs, sealing of drainage pipes and structures, pressure grouting, desilting of pipes, inlets, and culverts, production of video records and written reports. The installation of liners included sizes ranging from 15" to 36".

- **Project Name:** Indian Creek Village
  Project Title: Rehabilitation of Storm Sewer System
  Budget: $ 330,000
  Time period: July 2006 – March 2007
  Synopsis: ESG was contracted by the Village to provide various storm sewer services. The scope of services includes CIPP lining, grouting, sectional lining, storm drain cleaning, video inspection, point repairs, repair of inlets and manholes, and site restoration. The installation of liners included sizes ranging from 8" to 36".

- **Project Name:** Lighthouse Point
  Project Title: Rehabilitation of Storm Sewers on 24th Street
  Budget: $ 85,000
  Time period:
  Synopsis: ESG was subcontracted by a Prime Contractor to provide various storm sewer services. The scope of services includes CIPP lining, storm drain cleaning, and video inspection. The installation of liners included sizes ranging from 15" to 36".

- **Project name:** Sanitary Sewer Service Laterals CIPP Rehabilitation
  Location: Kenneth City, FL
  Budget: $ 60,000
  Time period: 2006
  Synopsis: ESG was contracted by the Prime Contractor to line 45 sanitary sewer service laterals throughout areas of Kenneth City, FL.

- **Project name:** Sanitary Sewer Evaluation Study & Repairs
  Location: Homestead Air Reserve Base, FL
  Budget: $ 126,000
  Time period: 2007

- **Project Name:** FDOT – Miami Dade E6B68
  Project Title: Maintenance contract
  Budget: $ 200,000 per year
  Time period: 2003-2005
  Synopsis: ESG was contracted by the FDOT to clean and inspect the storm drainage system within the county.

- **Project Name:** FDOT – Miami Dade E6B70
  Project Title: Maintenance contract
  Budget: $ 200,000 per year
  Time period: 2003-2005
  Synopsis: ESG was contracted by the FDOT to clean and inspect the storm drainage system within the county.

- **Project Name:** FDOT – Miami Dade E6D75
  Project Title: Maintenance contract
  Budget: $ 200,000 per year
  Time period: 2006-2007
  Synopsis: ESG was contracted by the FDOT to clean and inspect the storm drainage system within the county, large diameter pipes.

- **Project Name:** FDOT – Lake County E5M28
  Project Title: Maintenance contract
  Budget: $ 225,000 per year
  Time period: 2009
  Synopsis: ESG was contracted by the FDOT to clean, inspect, and repair the storm drainage system within the county.

- **Project Name:** FDOT – Deland H-5069
  Project Title: Emergency Clean up contract, Hurricane Frances
  Budget: $ 189,000
  Time period: 2004
  Synopsis: ESG was contracted by the FDOT to clean the storm drainage system within the county after Hurricane Frances.

- **Project Name:** FDOT – Miami Dade H-6069
  Project Title: Emergency Clean up contract, Hurricane Wilma
  Budget: $ 1,000,000
  Time period: 2005
  Synopsis: ESG was contracted by the FDOT to clean the storm drainage system within the county after Hurricane Wilma.

- **Project Name:** FDOT – Miami Dade, Key West H-6065
  Project Title: Emergency Clean up contract, Hurricane Wilma
  Budget: $ 200,000
  Time period: 2005

- FDOT (Miami Dade) – Houshang Zahedi – (305) 654-7163
- FDOT (Labelle) – John Anderson – (863) 673-4054
- FDOT (Lake County) – Frank Kelch – (352) 326-7716
- City of Miami Beach – Mike Alvarez – (305) 673-7000
- Miami Dade County Public Works – Mercedes Barrera – (786) 256-2625
- Miami Dade County W&SD – Dalia Abrahante – (786) 552-8233
- Indian Creek Village – Sam Kissinger
- City of Miami – Elyrosa Estevez – (305) 416-1200
- City of Parkland – Robert Madoo – (954) 753-6618
- City of North Lauderdale – Glenn Ray – (954) 724-7070
- Town of Golden Beach – Alexander Diaz – (305) 932-0744
- City of Dallas, TX – Johnny Patton – (972) 670-8042

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.

R. W. POPE & ASSOCIATES, INC.

~CERTIFIES THAT~

EDUARDO BARBA

HAS SUCCESSFULLY COMPLETED CERTIFICATE REQUIREMENTS FOR THE COURSE ENTITLED

OSHA'S 8-HOUR HAZWOPER MANAGEMENT/SUPERVISOR ANNUAL REFRESHER

IN ACCORDANCE WITH THE PROVISIONS OF: TITLE 29CFR 1910.120(e)(8)
AND IN EVIDENCE THEREOF IS AWARDED THIS

CERTIFICATE OF COMPLETION

ON THE FIRST DAY OF OCTOBER, 2011

Expires One Year From Date of Issue
Trained to "LEVEL A"

Certificate Number
102930

Robert W. Pope, Pres.

Training Provided By:
R. W. POPE & ASSOCIATES, INC., 1117 Mango Isle, Ft. Lauderdale, FL 33315

CERTIFIED PACP USER

Eduardo Barba

Is certified in:

- Pipeline Assessment

Certification number: U-212-14049 Issued: 5/11/12

Valid for 3 years from the date of issuance.

FLORIDA INTERNATIONAL UNIVERSITY

Safety Training Certificate of Completion

This is to certify that

Eduardo Barba

has satisfactorily completed the

Maintenance of Traffic
Advanced Level Training Course

FDOT Course No. BT-05-0079 on this date: January 21, 2011

Refresher Date: January 21, 2015

Safety Training Instructor

CT3 Director, Provider # 119

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

BARBA, BERNARDO RAFAEL
ENVIROWASTE SERVICES GROUP INC
5931 SW 88TH STREET
MIAMI FL 33156-2067

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA AC# 5061453
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1507453 07/30/10 100051915

CERTIFIED GENERAL CONTRACTOR
BARBA, BERNARDO RAFAEL
ENVIROWASTE SERVICES GROUP INC

IS CERTIFIED under the provisions of Ch.489 FS
Expiration date: AUG 31, 2012 L10073001185

DETACH HERE

AC# 5061453

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10073001185

DATE	BATCH NUMBER	LICENSE NBR
07/30/2010	100051915	CGC1507453

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2012

BARBA, BERNARDO RAFAEL
ENVIROWASTE SERVICES GROUP INC
5931 SW 88TH STREET
MIAMI FL 33156-2067

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
SECRETARY

DISPLAY AS REQUIRED BY LAW

IFB 44-11-12
Cleaning & CCTV Inspection of Sanitary Sewer Lines
Opening Date: August 21, 2012

	Vendor Name		Enviro Waste Services Group Inc			Layne Inliner, LLC		Shenandoah General Construction Co.	
	Address		4 SE 1st St, 2nd Floor			2531 Jewett Lane		1888 NW 22nd Street	
			Miami, FL 33131			Sanford, FL 32771		Pompano Beach, FL 33069	
	Contact Name		Eduardo Barba			Mark Harris		Daniel DiMura	
	Phone:		305-637-9665			407-472-0014		954-975-0098	
	Local Vendor		No			No		No	
	FEID No.		65-829090			01-0684682		59-1707673	
	ITEM	**ESTIMATED QTY**	**UNIT**	**UNIT COST**	**SUB-TOTAL**	**UNIT COST**	**SUB-TOTAL**	**UNIT COST**	**SUB-TOTAL**
	Sewer Main Cleaning & TV Inspections								
1	Sewer main cleaning and TV inspection (less than 8-inch sewer)	1	LF	$1.15	$1.15	$1.25	$1.25	$1.25	$1.
2	Sewer main cleaning and TV inspection (8-inch and 10-inch sewer)	1	LF	$1.45	$1.45	$1.25	$1.25	$1.50	$1.
3	Sewer main cleaning and TV inspection (12-inch and 15-inch sewer)	1	LF	$1.85	$1.85	$1.50	$1.50	$1.75	$1.
4	Sewer main cleaning and TV inspection (18-inch, 21-inch & 24-inch sewer)	1	LF	$2.75	$2.75	$5.00	$5.00	$4.00	$4.
5	Sewer main cleaning and TV inspection (30-inch and 36-inch sewer)	1	LF	$4.25	$4.25	$8.00	$8.00	$6.00	$6.
	Total Sewer Main Cleaning & TV Inspection			SUBTOTAL	**$11.45**	SUBTOTAL	**$17.00**	SUBTOTAL	**$14.**
	Sewer Lateral Cleaning & TV Inspections								
6	Sewer lateral (4-inch and 6-inch) cleaning and TV inspection from main, up to 30 feet of lateral	1	EA	$150.00	$150.00	$230.00	$230.00	$350.00	$350.
7	Sewer lateral (4-inch and 6 inch) cleaning and TV inspection from main, per linear foot beyond 30 feet of lateral	1	LF	$0.01	$0.01	$0.01	$0.01	$2.00	$2.
8	Sewer lateral (4-inch and 6-inch) cleaning and TV inspection from cleanout, up to 30 feet of lateral	1	EA	$50.00	$50.00	$230.00	$230.00	$300.00	$300.
9	Sewer lateral (4-inch and 6-inch) cleaning and TV inspection from cleanout, per linear foot beyond 30 feet of lateral	1	LF	$0.01	$0.01	$0.01	$0.01	$2.00	$2.
	Total Sewer Lateral Cleaning and TV Inspection			SUBTOTAL	**$200.02**	SUBTOTAL	**$460.02**	SUBTOTAL	**$654.**
	Mechanical Removal								
10	Mechanical grease or root removal (Less than 8-inch sewer)	1	LF	$0.01	$0.01	$1.00	$1.00	$3.00	$3.
11	Mechanical grease or root removal (8-inch and 10-inch)	1	LF	$0.01	$0.01	$1.00	$1.00	$5.00	$5.
12	Mechanical grease or root removal (12-inch to 15-inch sewer)	1	LF	$0.01	$0.01	$1.00	$1.00	$8.00	$8.
13	Mechanical grease or root removal (18-inch , 21-inch and 24-inch sewer)	1	LF	$0.01	$0.01	$1.00	$1.00	$10.00	$10.
14	Mechanical grease or root removal (30-inch and 36-inch sewer)	1	LF	$0.01	$0.01	$1.00	$1.00	$15.00	$15.
15	Mechanical tuberculation (less than 8-inch sewer)	1	LF	$0.01	$0.01	$10.00	$10.00	$8.00	$8.
16	Mechanical tuberculation (8-inch and 10-inch sewer)	1	LF	$0.01	$0.01	$10.00	$10.00	$15.00	$15.
17	Mechanical tuberculation (12-inch and 15-inch sewer)	1	LF	$0.01	$0.01	$10.00	$10.00	$20.00	$20.
18	Mechanical tuberculation (18-inch, 21-inch and 24-inch sewer)	1	LF	$0.01	$0.01	$10.00	$10.00	$25.00	$25.
19	Mechanical tuberculation (30-inch and 36-inch sewer)	1	LF	$0.01	$0.01	$10.00	$10.00	$25.00	$25.
	Total Mechanical Removal			SUBTOTAL	**$0.10**	SUBTOTAL	**$55.00**	SUBTOTAL	**$134.**

	Bypass Pumping									
20	Bypass pumping (less than 8-inch)	1	DAY	$0.01	$0.01	$1.00	$1.00	$25.00	$25
21	Bypass pumping (8-inch and 10-inch sewer)	1	DAY	$0.01	$0.01	$1.00	$1.00	$25.00	$25
22	Bypass pumping (12-inch and 15-inch sewer)	1	DAY	$0.01	$0.01	$1.00	$1.00	$35.00	$35
23	Bypass pumping (18-inch, 21-inch and 24-inch sewer)	1	DAY	$0.01	$0.01	$1.00	$1.00	$35.00	$35
24	Bypass pumping (30-inch and 36-inch sewer)	1	DAY	$0.01	$0.01	$1.00	$1.00	$35.00	$35
	Total Bypass Pumping			SUBTOTAL	**$0.05**	SUBTOTAL	**$5.00**	SUBTOTAL	**$155**
	Traffic Control								
25	Traffic Control - flagman, each	1	HOUR	$0.01	$0.01	$15.00	$15.00	$25.00	$25
26	Traffic Control - arrow board, each	1	EA	$0.01	$0.01	$1.00	$1.00	$15.00	$15
27	Traffic Control - barricade, each	1	EA	$0.01	$0.01	$0.50	$0.50	$5.00	$5
	Total Traffic Control			SUBTOTAL	**$0.03**	SUBTOTAL	**$16.50**	SUBTOTAL	**$45**
	GRAND TOTAL				**$211.65**		**$553.52**		**$1,002**

RECOMMENDED VENDOR

FORMS SUBMITTAL					
A-1	Public Entity Crimes Affidavit	YES	YES		YES
A-2	Non Collusive Bidder Certificate	YES	YES		YES
A-3	Local Preference Claimed	NO	NO		NO
A-4	Questionnaire	YES	YES		YES
A-5	Acknowledgement of Addendum	YES	NO	Adden #4	YES
A-6	Disclosure of Subcontractors	YES	YES		YES
A-7	Insurance	YES	YES		YES
A-9	Bid Bond	YES	YES		YES
	References	YES	YES		YES
	Licenses (GC License / CUC License)	YES	YES		NO
	Proof of Prior Experience	YES	YES		YES

WORK ORDER NO.1

	ITEM	ESTIMATED QTY	UNIT	UNIT COST	SUB-TOTAL		UNIT COST	SUB-TOTAL		UNIT COST	SUB-TOTAL
1	Sewer main cleaning and TV inspection (8-inch and 10-inch sewer)	90,000	LF	$1.45	$130,500.00		$1.25	$112,500.00		$1.50	$135,000.0
2	Sewer main cleaning and TV inspection (12-inch and 15-inch sewer)	6,000	LF	$1.85	$11,100.00		$1.50	$9,000.00		$1.75	$10,500.0
3	Sewer main cleaning and TV inspection (18-inch, 21-inch & 24-inch sewer)	3,000	LF	$2.75	$8,250.00		$5.00	$15,000.00		$4.00	$12,000.0
4	Mechanical grease or root removal (8-inch and 10-inch)	10,000	LF	$0.01	$100.00		$1.00	$10,000.00		$5.00	$50,000.0
5	Mechanical grease or root removal (12-inch to 15-inch sewer)	2,000	LF	$0.01	$20.00		$1.00	$2,000.00		$8.00	$16,000.0
6	Mechanical grease or root removal (18-inch , 21-inch and 24-inch sewer)	1,000	LF	$0.01	$10.00		$1.00	$1,000.00		$10.00	$10,000.0
7	Bypass pumping (8-inch and 10-inch sewer)	5	DAY	$0.01	$0.05		$1.00	$5.00		$25.00	$125.0
8	Bypass pumping (12-inch and 15-inch sewer)	5	DAY	$0.01	$0.05		$1.00	$5.00		$35.00	$175.0
9	Bypass pumping (18-inch, 21-inch and 24-inch sewer)	5	DAY	$0.01	$0.05		$1.00	$5.00		$35.00	$175.0
10	Traffic Control - flagman, each	10	HOUR	$0.01	$0.10		$15.00	$150.00		$25.00	$250.0
11	Traffic Control - arrow board, each	10	EA	$0.01	$0.10		$1.00	$10.00		$15.00	$150.0
12	Traffic Control - barricade, each	10	EA	$0.01	$0.10		$0.50	$5.00		$5.00	$50.0
	GRAND TOTAL				**$149,980.45**			**$149,680.00**			**$234,425.0**