

**RESOLUTION NO. 09-31**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE AGREEMENT WITH ENVIROWASTE SERVICES GROUP INC. FOR ROADWAY RESURFACING & MISCELLANEOUS DRAINAGE IMPROVEMENTS; AUTHORIZING THE TOWN MANAGER TO ENTER INTO THIS AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Cutler Bay ("Town") finds that it is both necessary and appropriate to retain a contractor to repair/resurface damaged roadways and perform drainage improvements that were identified in both the Road & Sidewalk Assessment Report and Stormwater Master Plan; and

**WHEREAS**, the Town Council authorized the issuance of a Invitation to Bid (ITB) 09-06 for Roadway Resurfacing & Miscellaneous Drainage Improvements; and

**WHEREAS**, the ITB resulted in sixteen (16) bids being received prior to the February 27, 2009 deadline; and

**WHEREAS**, pursuant to the ITB competitive selection process utilized by the Town and the recommendation of the Town Manager, the Town Council desires to utilize the services of first ranked firm, Envrio Waste Services Group (the "Contractor"), to provide replacement and installation of sidewalks; and

**WHEREAS**, should the negotiations be unsuccessful with the Contractor fail, the Town Council desires to obtain the services of H&J Asphalt (the "Alternative Contractor") as the second-ranked firm; and

**WHEREAS**, the Town Attorney's Office has reviewed the terms of the agreement with Contractor, attached as Exhibit "A", and has determined that it is legally sufficient; and

**WHEREAS**, the Town Manager has determined in accordance with Section 3.10 of the Town Charter and the Town purchasing ordinance that there is a sufficient unencumbered budget appropriation within the department to pay for this agreement, and the Town Manager has made a written recommendation to the Council for its approval; and

**WHEREAS**, the Town finds that this Resolution will promote the health, safety and welfare of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, THAT:**

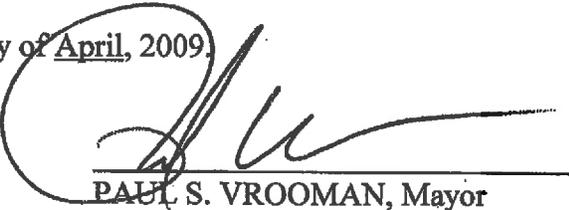
**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2. Approval of the Agreement.** The Town Council hereby approves the agreement with Envirowaste Services Group Inc. for roadway resurfacing & miscellaneous drainage improvements, which incorporates Invitation to Bid 09-06 and associated documents, in substantially the form attached hereto as Exhibit "A" (the "Agreement").

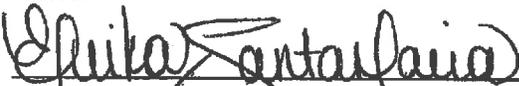
**Section 3. Town Manager Authorized.** The Town Manager is authorized, on behalf of the Town, to negotiate and execute the Agreement for replacement and installation of sidewalks with the first-ranked firm, Envirowaste Services Group Inc., for replacement and installation of sidewalks, in substantially the form attached hereto as Exhibit "A". In the event the Town Manager is unable to execute a contract in substantially the form attached hereto with Envirowaste Services Group Inc. then the Town Manager may negotiate and execute the Agreement with H&J Asphalt as the second-ranked firm. The Town Manager is authorized to execute the Agreement without further Town Council action and once approved by the Town Attorney as to form and legal sufficiency.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 15<sup>th</sup> day of April, 2009.

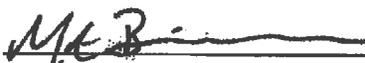
  
PAUL S. VROOMAN, Mayor

Attest:

  
ERIKA GONZALEZ-SANTAMARIA, CMC  
Town Clerk



APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

  
WEISS SEROTA HELFMAN PASTORIZA  
COLE & BONISKE, P.L.  
Town Attorney

Moved By: Councilmember Meerbott  
Seconded By: Councilmember Bell

**FINAL VOTE AT ADOPTION:**

Mayor Paul S. Vrooman	<u>YES</u>
Vice Mayor Edward P. MacDougall	<u>YES</u>
Councilmember Peggy R. Bell	<u>YES</u>
Councilmember Timothy J. Meerbott	<u>YES</u>
Councilmember Ernest N. Sochin	<u>YES</u>



Office of the Town Manager

Steven J. Alexander  
Town Manager

April 12, 2012

Eduardo Barba  
Vice President / C.O.O.  
Envirowaste Services Group, Inc.  
4 SE 1<sup>st</sup> Street  
Miami, FL 33133

**Re: Contract Renewal "Option" (ITB #09-06) between the Town of Cutler Bay and Envirowaste Services Group, Inc.**

Dear Mr. Barba:

Reference is made to the above agreement between the Town of Cutler Bay and Envirowaste Services Group, Inc. to provide Roadway Resurfacing and Miscellaneous Drainage Improvements. As stated in ITB #09-06, Article 3 (Contract Time) allows the Town to "... renew this agreement for upon the same term and conditions, for up to two (2) additional years".

This letter serves as confirmation of the Town's desire to implement the renewal "Option" of said contract adopted via Town Resolution #09-31. Thus upon your acceptance, this contract will remain in full force and effect until May 1, 2014.

We are very pleased with the level of services provided by Envirowaste Services Group, Inc. and look forward to working together in the upcoming years.

If you have any questions, please contact Mr. Rafael G. Casals, Public Works Director, or me at your earliest convenience.

Very truly yours,

Envirowaste Services Group, Inc.

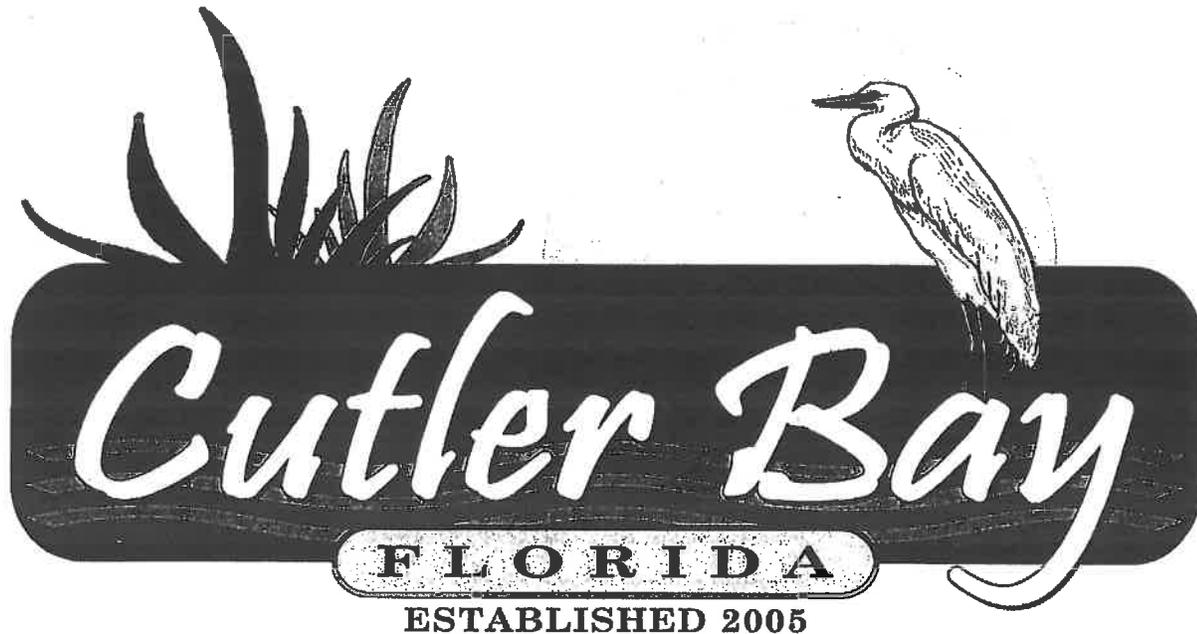
  
\_\_\_\_\_  
Steven J. Alexander  
Town Manager

  
\_\_\_\_\_  
Eduardo Barba  
Vice President



**TOWN OF CUTLER BAY  
CONTRACT DOCUMENTS  
ITB # 09-06**

---



---

**ROADWAY RESURFACING & MISCELLANEOUS  
DRAINAGE IMPROVEMENTS**

**ENVIROWASTE SERVICES GROUP, INC.**

TABLE OF CONTENTS

	<b><u>8.1</u></b> <b>CONTRACT</b>	<b>9</b>	<b><u>8.9</u></b> <b>SWORN STATEMENT</b>
<b>2</b>	<b><u>8.2</u></b> <b>INVITATION TO BID</b>	<b>10</b>	<b><u>8.10</u></b> <b>DRUG FREE WORKPLACE FORM</b>
<b>3</b>	<b><u>8.3</u></b> <b>BID FORM</b>	<b>11</b>	<b><u>8.11</u></b> <b>QUALIFICATION STATEMENT</b>
<b>4</b>	<b><u>8.4</u></b> <b>DETAILED SPECIFICATIONS AS INCLUDED IN THIS PACKAGE &amp; AS REFERENCED</b>	<b>12</b>	<b><u>8.12</u></b> <b>PERFORMANCE BOND</b>
<b>5</b>	<b><u>8.5</u></b> <b>CONE OF SILENCE/CAMPAIGN CONTRIBUTION ORDINANCE/LOBBYIST REGISTRATION REQUIREMENTS</b>	<b>13</b>	<b><u>8.13</u></b> <b>PAYMENT BOND</b>
<b>6</b>	<b><u>8.6</u></b> <b>ADDENDUM ACKNOWLEDGEMENT</b>	<b>14</b>	<b><u>8.14</u></b> <b>NOTICE OF INTENT TO AWARD</b>
<b>7</b>	<b><u>8.7</u></b> <b>ANTI-KICKBACK AFFIDAVIT</b>	<b>15</b>	
<b>8</b>	<b><u>8.8</u></b> <b>NON-COLLUSIVE AFFIDAVIT</b>	<b>16</b>	



**CONTRACT  
DOCUMENTS  
ENVIROWASTE  
SERVICES GROUP, INC.**

**SECTION 8.1.  
CONTRACT**

**TOWN OF CUTLER BAY**  
**ITB # 09-06**  
**SECTION 3**

**CONTRACT BETWEEN OWNER AND CONTRACTOR**

THIS CONTRACT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2009 (which shall be the Effective Date of the Contract) by and between the Town of Cutler Bay (hereinafter called "OWNER" or "TOWN") and Envirowaste Services Group, Inc. (herein after called "CONTRACTOR").

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK.** CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Provide Labor and equipment required to perform roadway resurfacing and miscellaneous drainage improvements within the Town of Cutler Bay. Work shall include roadway resurfacing, roadway milling, the installation of asphalt, the installation and raising of manholes, valves and inlet structures, installation of striping, drainage pipe installation, French Drain installation, sodding/swale restoration, driveway restoration and the installation of curbs. This contract includes a Pothole Repair item with a 48 hour response time. Utilization of these services will require close coordination with the Town and Town's Consulting Engineer.

**Article 2. ENGINEER.** The Project may be designed by any of the following firms:

ENGINEER

The Corradino Group  
4055 N.W. 97<sup>th</sup> Avenue  
Suite # 200  
Miami, Florida 33178

ENGINEER

Kimley-Horn & Associates, Inc.  
5200 N.W. 33<sup>rd</sup> Avenue  
Suite # 109  
Ft. Lauderdale, Florida 33309.

ENGINEER

C3TS  
901 Ponce De Leon Blvd.  
Suite # 900  
Coral Gables, Florida 33134

who is hereinafter called "ENGINEER" and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**Article 3. CONTRACT TIME.**

3.1 This Agreement shall be non-exclusive and shall be effective upon execution by both parties and shall continue for a term of three (3) years. At its sole discretion, the Town

shall have an option to renew this Agreement upon the same terms and conditions for up to two (2) additional years (the "Option"). This Option may be exercised at the sole discretion of the Town Manager. Such extension shall be effective upon receipt of a written notice from the Town Manager to CONTRACTOR received no later than 30 days prior to the date of termination.

(A) Miscellaneous Drainage Improvements.

Portions of the Project known as Miscellaneous Drainage Improvements shall be governed by Notices to Proceed issued for separately named and designated portions of the Work.

(B) Final Completion.

Final completion includes all Work and Project documentation, including roadway and drainage work, swale restoration, as-built drawings, Project warranties and all other obligations of CONTRACTOR required by the Contract Documents.

- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Contract and that OWNER will suffer financial loss and other damages if the Work reflected above and in each Notice to Proceed is not substantially or finally complete within the time specified in the applicable Notice to Proceed, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially or finally complete on time. CONTRACTOR acknowledges and agrees that the actual delay damages which OWNER will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the OWNER is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree, that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Five Hundred 00/100 dollars (\$500.00) for each day that expires after the time specified in the applicable Notice to Proceed for completion. Liquidated damages shall be deducted from the CONTRACTOR's Final Application for Payment. However, if at the time of the CONTRACTOR's Final Application for Payment, CONTRACTOR is owed insufficient amounts to fully cover the deduction for liquidated damages, then CONTRACTOR shall pay any amount due within 10 days of written demand by OWNER.

**Article 4. CONTRACT PRICE.**

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and the Schedule of Values. For all Unit Price Work, an amount equal to the sum of the established Unit Price for each separately identified item in the

Bid Form, times the actual accepted quantity of that item will be paid up to the maximum amount approved.

Contract Price **\$ 558,667.75**

Contract Price (in words) **Five hundred fifty eight thousand six hundred sixty seven and 75/100 dollars**

The maximum Contract Price for the Miscellaneous Drainage Improvements shall be determined subsequent to execution hereof, approved by the Town, and governed by the terms of this Agreement and the Contract Documents. OWNER shall pay CONTRACTOR for completion of the Miscellaneous Drainage Improvements in accordance with the Contract Documents and the Schedule of Values on a Unit Price basis in an amount equal to the sum of the established Unit Price for each separately identified item in the Bid Form, times the actual accepted quantity of that item, up to the amount approved in each instance.

- 4.2 Included in the Agreement Sum is an allowance account of \$15,000.00 for the Miscellaneous Roadway and Drainage Improvement Bid Form for unforeseen conditions, potential construction changes and quantity adjustments, and additional work or materials that the Town may deem necessary if ordered and authorized by the Town Manager in accordance with the Contract Documents. Money may only be taken from this account at the prior approval of the Town Engineer and pursuant to any procedures outlined by the Town's Public Works and/or the Town Manager.

## **Article 5. PAYMENT PROCEDURES.**

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or before the 28th day of each month during construction as provided below. The Application for Payment shall be in AIA format. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided in paragraph 14.01 of the General Conditions and the requirements of the Contract Documents.

- 5.1.1 Prior to Substantial Completion, progress payments will be in an amount equal to: 90% of the Work completed and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

- 5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.
- 5.2. Final Payment. Upon Final Completion and acceptance of the Work in accordance with paragraph 14.07.B.1 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.B.1.

**Article 6. INTEREST. Not Applicable**

**Article 7. CONTRACTOR'S REPRESENTATIONS.**

In order to induce OWNER to enter into the Contract, CONTRACTOR makes the following representations:

- 7.1. CONTRACTOR has thoroughly and to its full satisfaction familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. CONTRACTOR has: (a) examined the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and has undertaken the responsibility to determine, within the scope of CONTRACTOR's competence as a licensed General Contractor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of CONTRACTOR's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing however, that CONTRACTOR is not responsible for the design of the Project; (b) visited the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examined the Project Site to its full satisfaction, including any existing work or improvements in place, and has determined that the same are fit and proper to receive the Work in their present condition and CONTRACTOR waives all claims that same are not in accordance with all data and information with respect to the Project as specified in the Drawings and Project Specifications and/or as provided by OWNER and Engineer; (d) familiarized himself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) studied and carefully correlated CONTRACTOR's observations with the Contract Documents; and (f) at CONTRACTOR's own expense, made or obtained any additional examinations, investigations, explorations, tests and studies, and obtained any additional information and data which pertain to the physical conditions (surface,

sub-surface and underground facilities) at or contiguous to the Project or otherwise which may affect cost, progress, performance or furnishing of the Work and which CONTRACTOR deems necessary to determine its Contract Price for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

- 7.2. SAFETY PRECAUTIONS- The CONTRACTOR shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the CONTRACTOR.
- 7.3. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4. CONTRACTOR has correlated and considered the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents and in reaching the Contract Price and Contract Time.
- 7.5. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR. CONTRACTOR shall not rely on any conflicts, errors or discrepancies that CONTRACTOR knew or should have known exist in the Contract Documents as a basis for a claim for an extra to the Contract Price or Contract Time.

#### **Article 8. CONTRACT DOCUMENTS.**

The Contract Documents that comprise the entire Contract between OWNER and CONTRACTOR are attached to this Contract, made a part hereof and consist of the items listed in the general conditions and the following:

- 8.1. This Contract
- 8.2. Invitation to Bid
- 8.3. Bid Form
- 8.4. Detailed Specifications as included in this package and as referenced
- 8.5. Code of Silence/Campaign Contribution Ordinance/Lobbyist Registration Requirements
- 8.6. Addendum Acknowledgement
- 8.7. Anti-Kickback Affidavit
- 8.8. Non-Collusive Affidavit
- 8.9. Sworn Statement
- 8.10. Drug Free Workplace Form
- 8.11. Qualification Statement
- 8.12. Performance Bond
- 8.13. Payment Bond
- 8.14. Notice of Intent to Award

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

## **Article 9. MISCELLANEOUS**

- 9.1. Terms used in this Contract which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4. This Contract may be executed in counterparts.
- 9.5. The OWNER shall retain the ownership of all shop drawings and design drawings once payment therefore is made.
- 9.7. OWNER and CONTRACTOR hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action or proceeding based upon the Contract Documents or arising out of, under, or in connection with the Work or the Project.
- 9.8. The law of the State of Florida shall govern the contract between the Town of Cutler Bay and the successful bidder and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.
- 9.9. INDEMNIFICATION- The parties agree that 1% of the total compensation paid to the Contractor for the performance of this agreement shall represent the specific consideration for the Contractor's indemnification of the Town as set forth in this Section and in the Terms and Conditions.

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Town and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the

work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any willful and wanton or negligent or gross negligent acts or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against the Town or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers or workman's compensation acts, disability benefit acts or other employee benefit acts.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

The official title of the Town is "Town of Cutler Bay". This official title shall be used in all insurance, or other legal documentation. Town of Cutler Bay is to be included as "Additional Insured" with respect to liability arising out of operations performed for Town of Cutler Bay by or on behalf of Contractor or acts or omissions of Contractor in connection with such operation.

- 9.10 WARRANTIES OF CONTRACTOR- The CONTRACTOR hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services.
- 9.11 DEFAULT/FAILURE TO PERFORM- The Town shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful bidder to meet any terms of this agreement, the Town will notify the bidder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the Town notifying in writing the

contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A) Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B) Failure to begin the work under this contract within the time specified.
- C) Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
- D) Neglecting or refusing to remove materials or perform new work where prior work has been rejected as non conforming with the terms of the contract.
- E) Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful bidder incapable of performing the work in accordance with and as required by the contract.
- F) Failure to comply with any of the terms of the contract in any material respect.

In the event of litigation or arbitration arising from a default by the contractor, the contractor shall also be liable for all damages caused by its default which damages may include but not be limited to any and all costs incurred by the Town in completing the project, and damages arising out of the contractor's failure to adhere to the contract requirements and all attorney's fees and costs incurred by the Town in seeking legal relief for the default.

9.12 OTHER CAUSES FOR TERMINATION- THE TOWN OF CUTLER BAY RESERVES THE RIGHT TO CANCEL THIS CONTRACT BY WRITTEN NOTICE TO THE CONTRACTOR EFFECTIVE THE DATE SPECIFIED IN THE NOTICE SHOULD ANY OF THE FOLLOWING APPLY:

9.13

- A) The Town has determined that such cancellation will be in the best interest of the Town to cancel the contract for its own convenience. In the event the contract is terminated for the Town's convenience the contractor will be paid for all labor and materials provided as of the termination date. No consideration will be given for anticipated lost revenue, overhead, mobilization or demobilization or the canceled portions of the contract.
- B) Funds are not available to cover the cost of the services. The Town's obligation is contingent upon the availability of appropriate funds.

9.14 ANTI-DISCRIMINATION- The bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. Furthermore the bidder shall comply with all other State and local laws and policies that prohibit discrimination.

- 9.15 If any provision of this Contract or any Authorization under this Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the is Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 9.16 Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified.
- 9.17 Contractor shall abide by the applicable provisions of Chapter 119, Florida Statutes (Public Records).
- 9.18 PROTEST PROCEDURES- With respect to a protest of the terms, conditions, and specifications contained in a solicitation (RFP, RFQ, or Bid), including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in accordance with Town Ordinance 06-22.

**[THIS SPACE HAS BEEN LEFT BLANK INTENTIONALLY]**

IN WITNESS WHEREOF, the parties hereto have signed 6 copies of this Contract. At least one counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on OWNER'S behalf.

OWNER

Town of Cutler Bay

CONTRACTOR

Envirowaste Services Group, Inc.

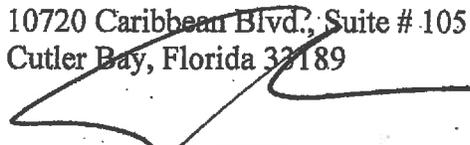
ADDRESS

10720 Caribbean Blvd., Suite # 105  
Cutler Bay, Florida 33189

ADDRESS

4 SE 1 Street  
Miami, FL 3313

BY

  
\_\_\_\_\_  
Steven J. Alexander

Print Name

Town Manager

Title

BY

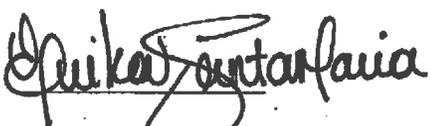
  
\_\_\_\_\_  
Eduardo Barba

Print Name

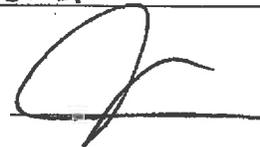
V.P. C.O.O.

Title

WITNESS

  
\_\_\_\_\_  
(CORPORATE SEAL)

WITNESS

  
\_\_\_\_\_  
(CORPORATE SEAL)





**CONTRACT  
DOCUMENTS  
ENVIROWASTE  
SERVICES GROUP, INC.**

**SECTION 8.2.  
INVITATION TO BID**

## INVITATION TO BID

09-06

### ROADWAY RESURFACING & MISCELLANEOUS DRAINAGE IMPROVEMENTS

The Town of Cutler Bay is requesting Bids from qualified firms to provide for Roadway Resurfacing & Miscellaneous Drainage Improvements for the Town of Cutler Bay. Interested firms should visit the Town's website at [www.cutlerbay-fl.gov](http://www.cutlerbay-fl.gov) to obtain the Invitation to Bid package. Packages may also be picked up at the following location:

#### TOWN OF CUTLER BAY

10720 Caribbean Blvd., Suite 105  
Cutler Bay, FL 33189

Sealed submittals must be received no later than 10:00 a.m. on Friday, February 27, 2009 and be clearly marked on the outside, "ITB 09-06 Roadway Resurfacing & Miscellaneous Drainage Improvements", by Erika Gonzalez-Santamaria, Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189. Late submittals and electronic submittals will not be accepted.

Pursuant to Town Code, public notice is hereby given that a "Cone of Silence" is imposed concerning the Town's competitive purchasing process, which generally prohibits communications concerning the ITB from the time of advertisement of the ITB until the Town Council meeting at which the Council considers the Town Manager's recommendation to the Town Council concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor. Please see the detailed specifications of this solicitation for further details.

The Town of Cutler Bay reserves the right to accept or reject any and/or all Bids or parts of Bids, to workshop or negotiate any and all Bids, to waive irregularities, and to request re-Bids on the required materials or services.



---

Steven J. Alexander  
Town Manager

ITB 09-06

Page 2 of 68

TOWN OF CUTLER BAY  
ITB # 09-06  
SECTION 4

ROADWAY RESURFACING AND MISCELLANEOUS DRAINAGE IMPROVEMENTS

BIDDER'S REPRESENTATION

Bid of ENVIRONMENTAL SERVICES GROUP, INC.  
(name)  
4 SE FIRST STREET, MIAMI, FL 33130  
(address)

to furnish all materials, equipment, and labor and to perform all the Work in accordance with the Contract Documents for:

"Roadway Resurfacing and Miscellaneous Drainage Improvements"

TO: Town of Cutler Bay  
Attention: Town Clerk  
10720 Caribbean Blvd., Suite # 105  
Cutler Bay, Florida 33189

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Bid of the Agreement to which the Work pertains; that this Bid is made without connection or arrangement with any other person, company, or parties making Bids or Proposals and that the Bid is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he or she has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Bidders, the Agreement, Bid, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form, and Insurance requirements and he has read all addenda prior to the opening of Bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this Bid pertains.

The Bidder proposes and agrees, if this Bid is accepted, to timely execute the Agreement with the Town in the form attached and to furnish all necessary materials, all equipment, all necessary machinery, tools,

apparatus, means of transportation, and labor necessary to complete the Work specified in the Bid and the Agreement, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Agreement.

The Bidder agrees to execute the Agreement and furnish the executed Agreement, all required bonds, insurance certificates, and other required information to Town within ten (10) ten calendar days after written notice of the Award of contract. Failure on the part of the Bidder to timely comply with this provision shall give Town all rights and remedies set forth in the Instructions to Bidders.

The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the Agreement and the Town. However, in utilizing the schedule, the Bidder agrees that in no event shall compensation paid to the Bidder under the Agreement exceed the dollar amount of the Bidder's Bid amount, as set forth in the attached Bid.

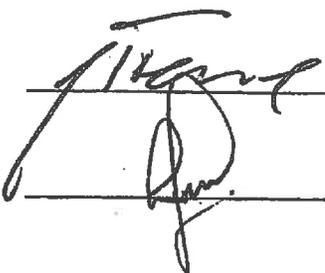
It is intended that all Work to be performed under this Bid shall commence approximately thirty (30) days after Agreement execution.

In no event shall Town be obligated to pay for Work not performed or materials not furnished.

Bidder's Certificate of Competency No. CGC- 150745 2

Bidder's Occupational License No. 452 VTC

WITNESS

  
\_\_\_\_\_  
\_\_\_\_\_

By:   
\_\_\_\_\_  
Signature of Authorized Agent

(SEAL)



**CONTRACT  
DOCUMENTS  
ENVIROWASTE  
SERVICES GROUP, INC.**

**SECTION 8.3  
BID FORM**

**TOTAL BID FORM**

The following Bid is presented to assist the Town in evaluating the Bid. The Total Bid Amount will include all items described in the Section 5 of the Bid Documents (Detailed Specifications). Payment shall be made on the basis of Work actually performed and completed. This will be a work order type of contract providing Resurfacing to Roadways throughout the Town on an as needed basis.

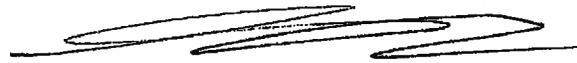
**MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS BID AMOUNT**

\$ 558,667.75 *Per*

TOTAL BID AMOUNT (IN WORDS) Five hundred fifty eight thousand six hundred sixty seven and 75/100 dollars

Taxpayer Identification Number: 65-0829090

BIDDER: ENVIRONMENTAL SERVICES GROUP, INC  
(Company Name)

  
(Signature of Authorized Representative)

Eduardo J. Barba  
(Printed Name and Title)

4 SE First Street, Miami, FL 33130  
(Company Address)

305-637-9665  
(Company Phone Number)

**TOWN OF CUTLER BAY**  
**ITB # 09-06**

**MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS BID FORM**

The following Bid Form is presented to assist the Town in evaluating the Bid. After Award, the Town reserves the right to modify estimated quantities subject to the unit price, and eliminate line items if necessary. In the event of discrepancy or approved quantity change, the Unit Price for each item will govern. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed. This portion of the work will be a work order type contract providing Roadway and Drainage improvements throughout the Town on an as needed basis.

<u>Bid Item No.</u>	<u>DESCRIPTION</u>	<u>Estimated Quantity</u>	<u>UNIT</u>	<u>Unit Price</u>	<u>Value</u>
101-1-1	Mobilization	15	EA	.01	.15
101-2	Emergency Response	10	EA	.01	.10
102-1	Maintenance of Traffic	15	EA	2.50	<del>37.50</del> 37.50
104-10	Baled Hay or Straw or Filter Fabric Inlet Protection - Per Inlet	15	EA	5.00	75.00
110-1-1	Clearing and Grubbing	15	EA	50.00	750.00
119-01	Driveway Restoration (Concrete/Stamped)	50	SY	25.00	1,250.00
119-02	Driveway Restoration (Pavers)	50	SY	25.00	1,250.00
327-70-1	Milling Existing Asphalt Pavement (1" Average Depth)	10,000	SY	1.85	18,500.00
331-2	Type S Asphaltic Concrete (as directed)	500	SY	<del>5.25</del> 7.75	<del>2,625.00</del> 3,875.00
331-72	Type S-3 Asphalt Concrete Surface Course (3/4")	50,000	SY	<del>5.75</del> 5.75	<del>2,875.00</del> 2,875.00
380-1	Pothole Repairs- (Average Size 3'x 3')	60	SY	18.50	1,110.00
425-1	Inlets (Ditch Bottom - Type C)	10	EA	2,000.00	20,000.00
425-2	Manholes (Type P-7)	10	EA	2,660.00	26,600.00
425-3	Inlets (Curb - Type P-6)	10	EA	3,200.00	32,000.00
425-4	Core Drilling Existing Inlets	10	EA	100.00	1,000.00

513  
37.50  
NOT  
3750  
No

875.00 JK  
287,500.00  
JK

425-6 (A)	Adjusting Valve Boxes	15	EA	100'	1,500''
425-6 (B)	Adjusting Manholes	10	EA	500'	5,000''
430-99	18-inch Solid HDPE pipe	100	LF	46''	4,000
443-70	French Drain (18-inch HDPE)	500	LF	12.5''	62,500''
FDOT #	15-inch solid HDPE pipe	100	LF	35''	3,000''
522-1	Concrete Sidewalk (4" - Class I)	200	SY	45''	9,000
522-2	Concrete Sidewalk (6" - Class I)	200	SY	46''	9,200''
520-1	Concrete Curb and Gutter (Type F)	200	LF	25''	5,000''
520-2	Concrete Curb (Type D)	200	LF	14.03	2,800
SR-1	Swale Restoration	15	EA	250''	3,750
FDOT #	Raised Pavement Markers	1,500	EA	6.00	9,000.00
711-1	Traffic Stripe (6"), Thermoplastic	8000	LF	1.01	8080.00
FDOT #	24" Thermoplastic Stop Bar, including 50 LF double yellow thermoplastic	100	EA	100	10,000
711-4	Directional Arrows, Thermoplastic	6	EA	150.00	900.00
710-8	Solid Traffic Marking, Thermoplastic	800	SF	3.00	2,400
737-7	Advanced Utility Exploration (soft Digs)	8	EA	75.00	600
A-1	Allowances	1	LS	\$15,000	\$15,000

MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS BID AMOUNT

\$ ~~562,380.25~~ 558,667.75

MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS BID AMOUNT (IN WORDS)

(see above)

~~Five Hundred & Sixty Two Thousand Three Hundred and Eighty. 25/100~~

**Bid Item Notes:**

1. Bid Item 101-1-1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The sign shall display on both sides the project name, Town Logo, elected officials, engineer, and contact information. A detail of the sign is included in the plans. Shop drawings must be submitted for approval prior to ordering the projects signs. Photos of the actual project signs must be submitted for approval prior to installation of the project signs.
2. Bid Item 102-1 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project.
3. Bid Item 110-1-1 is a lump sum pay item that includes the removal and disposal of all existing asphalt/concrete pavement and soil/planting as required for the project.
4. Bid Item 119-02 is a square yard pay item that includes all work associated with repairing or replacing concrete driveway aprons including disposal of all concrete removed. This pay item also includes matching stamped concrete driveway aprons and existing driveway apron colors.
5. Bid Item 119-2 is a square yard pay item that includes all work associated with repairing or replacing paver driveway aprons including disposal of all pavers removed.
6. Bid Item 331-2 includes all costs associated with asphalt overbuild areas identified in the field. All asphalt costs associated with the trench/pavement restoration phase shall be included in Bid Items 443-70 and 430-99 for bidding purposes, an average asphalt thickness of one (1) inch shall be used.
7. Bid Item 331-72 includes all costs associated with resurfacing the entire project area upon completion of the entire trench/pavement restoration phase. All asphalt costs associated with the trench/pavement restoration phase shall be included in Bid Items 443-70 and 430-99.
8. Bid Item 380-1 includes responding to pothole repair, within 48 hours of notification from the Town. The repair includes all work such as removal and replacement of existing base and asphalt for a complete and accepted pothole repair.
9. Bid Items 430-99 and 443-70 includes all costs associated with the trench excavation, protection of trench, management of excavated material, trench backfill and compaction, testing, and asphalt restoration per the plans and details.
10. Bid Items 425-1, 425-2, 425-3 and 425-4 includes all costs associated with installing inlets and manholes, modifying/core drilling existing inlets, and all drainage pipe connections per the plans.
11. Bid Item 737-71 includes all necessary advanced explorations to verify and determine existing pipe invert elevations, material, and locations where conflicts with the proposed drainage system may occur (soft digs). Work shall also include verification and determination of interior dimensions and elevations (including pipe inverts) of any existing affected drainage structure. If a conflict is determined or a discrepancy with the plans is found, the Contractor is to notify the Engineer and provide all pertinent field information to assist the resolution of the conflict. This work is to be carried out in advance of construction.

12. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the swale area impacted by any construction activity adjacent to drainage work including but not limited to pipe culvert, French drain, catch basins, etc. Any swale areas impacted by the contractor outside of drainage work such as asphalt overlay, pavement markings, etc. will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to new sod, landscaping, trees, excavation, new fill, grading, irrigation, driveway aprons, mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Town. For bidding purposes, a swale restoration area of 250 square yards in a typical single family residential neighborhood shall be used as the basis for each swale restoration.

MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS BID AMOUNT

S/B

\$ ~~562,300.25~~ 558,667.75

Ry

TOTAL BID AMOUNT (IN WORDS)

~~Five Hundred and Sixty Two Thousand Three~~  
~~Hundred and Eighty 25/100~~



**CONTRACT  
DOCUMENTS  
ENVIROWASTE  
SERVICES GROUP, INC.**

**SECTION 8.4  
DETAILED  
SPECIFICATIONS AS  
INCLUDED IN THIS  
PACKAGE AND AS  
REFERENCED**

**TOWN OF CUTLER BAY**  
**ITB # 09-06**  
**SECTION 5**

**ROADWAY RESURFACING**  
**DETAILED SPECIFICATIONS**

**TECHNICAL SPECIFICATIONS INDEX**

<b><u>SECTION</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGES</u></b>
<b><u>ROADWAY DIVISION I:</u></b>		
	Special Provisions	24
01020	Allowances	25-27
01030	Swale Restoration and Audio Visual Preconstruction Record	28-29
15200	Utility Relocations	30-32
 <b><u>ROADWAY DIVISION II:</u></b>		
101	Mobilization	33
102	Maintenance of Traffic	34-35
104	Prevention, Control, and Abatement of Erosion and Water Pollution	36-37
300	Prime and Tack Coat for Base And Surface Course	38
380	Pothole Repairs	39-40
425	Inlets, Manholes and Junction Boxes	41

**DIVISION I**  
**SPECIAL PROVISIONS**  
**FOR**  
**Roadway Resurfacing,**  
**IN**  
**THE TOWN OF CUTLER BAY**  
**ITB # 09-06**

It is the intent of these Contract Documents that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" dated 2004 be used as the basis for the work as amended by the following Supplemental Technical Specification. Where such wording refers to the State of Florida and its Department of Transportation and Personnel, such wording is hereby replaced with wording which provides proper substitute terminology; thereby making such Standard Specifications for Roads and Bridge Construction, Standard Technical Specifications of the Town of Cutler Bay.

It is the intent to include Division I of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" as referenced above as a supplement to the General Conditions (Engineers Joint Contract Documents Committee) and Supplementary Conditions for the Agreement.

Further the applicable portions of the Town of Cutler Bay Code and Florida Building Code shall apply to the project.

Supplemental Technical Specifications that pertain to the pertinent items of construction are located in Division II.

## SECTION 01020

### ALLOWANCES

#### PART 1 SCOPE OF WORK

##### 1.01 DEFINITION

- A. Included in the Agreement Sum is an allocation account for unforeseen conditions, potential construction changes and quantity adjustments, and additional work that the Town may deem necessary if ordered and authorized by the Town in accordance with the Contract Documents.

##### 1.02 ALLOWANCE ACCOUNT

- A. Monies in the allocation account will be used upon issuance of work authorizations for over run of unit bid items provided such over runs are pre-approved in writing by the Town.
- B. At the closeout of the Agreement, monies remaining in the allowance account will be credited to the Town by change order.

##### 1.03 SELECTION OF PRODUCTS UNDER ALLOWANCES

###### A. Town Engineer's Duties:

1. Consult with the Contractor in consideration of products and supplier or installers or changes in quantities of bid items.
2. Make selection in consultation with the Town. Obtain Town's written decision, designating:
  - a. Product, model and/or class of materials.
  - b. Accessories and attachments.
  - c. Supplier and installer as applicable.
  - d. Cost to Contractor, delivered to the site or installed, as applicable.
  - e. Warranties
  - f. Quantities
3. Transmit Town's decision to the Contractor.
4. Prepare work authorizations or change orders.

**B. Contractor's Duties:**

1. Assist Town Engineer and the Town in determining qualified suppliers, quantities or subcontractor.
2. Obtain proposals from a minimum of three (3) suppliers and/or subcontractors when requested by Engineer.
3. Make appropriate recommendations for consideration of the Engineer.
4. Notify Town Engineer promptly of:
  - a. Any reasonable objections Contractor may have against any supplier, or party under consideration for installation.
  - b. Any effect on the construction schedule anticipated by selection under consideration.

**1.04**

**CONTRACTOR RESPONSIBILITY FOR PURCHASE, DELIVERY AND INSTALLATION**

- A. On notification of selection, execute purchase agreement with designated suppliers and/or subcontractors.
- B. Arrange for and process shop drawings, product data and samples, as required.
- C. Make all arrangements for delivery.
- D. Upon delivery, promptly inspect products for damage or defects.
- E. Submit claims for transportation damage.
- F. Install and finish products in compliance with requirements of referenced specification sections, including restoration.
- G. Noise Control
  1. Contractor will use discretion whenever engaging in activities that might produce excessive noise and disturb residents in and around work areas.
  2. The Town shall have the right to impose reasonable limitations on the Contractor to prevent excessive noise and disturb residents in and around work areas.

- H. Access to Property: The Contractor shall at all times maintain meaningful access to a given property for residents of that property.
- I. Staging of Work: All staging for work by the Contractor within the Town shall be first approved by the Town's department of public works.

**1.05 ADJUSTMENT OF COSTS**

- A. Should the net cost be more or less than the specified amount of the allowance, the Agreement Sum will be adjusted accordingly by change order. Should the Work be changed by change order:
  - 1. The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.
  - 2. For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities actually used.
- B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the Work.
- C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.
- D. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.

**PART 2 PRODUCTS**  
Not Used

**PART 3 EXECUTION**  
**3.01 MEASURE AND PAYMENT**

- A. The cost shall include a fixed amount per the Bid Form.
- B. Use of the allocation account shall be for unforeseeable conditions, for construction changes and for availability adjustments, if ordered and authorized by the Town. At the closeout of the Agreement, monies remaining in the contingency allowance will be credited to the Town by change order.
- C. The fixed amount is indicted as a lump sum under Allowance pay item A-1.

**END OF SECTION**

## SECTION 01030

### Swale Restoration and Audio Visual Preconstruction Record

#### PART 1 SCOPE OF WORK

##### 1.01 DEFINITION

- A. Included in the Agreement Sum is a lump sum pay item that includes the complete restoration of the swale area impacted by any construction activity adjacent to drainage work including but not limited to pipe culvert, French drain, catch basins, etc. Any swale areas impacted by the Contractor outside of drainage work such as asphalt overlay, pavement markings, etc. will be restored by the Contractor at no additional cost to the Town. The pay item includes but is not limited to new sod, landscaping, trees, excavation, new fill, grading, irrigation, driveway aprons, mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction.
- B. The Contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Town.

##### 1.02 SITE RESTORATION

- A. The Contractor shall remove all excess material and shall clean up and restore the swale area impacted by any construction activity adjacent to drainage work to its original condition or better. All damage to swale areas, as a result of the Work under this Agreement, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked, graveled or stabilized areas or driveways, and including all obstructions not specifically named herein, shall be repaired or replaced, as determined by the Town Engineer. Site restoration shall be done in a timely manner as the Work progresses.

##### 1.03 AUDIO-VISUAL PRECONSTRUCTION RECORD

- A. Prior to beginning the Work, the Contractor shall have a continuous color audio-video recording taken along the entire length of the project, where construction will be performed, to serve as a record of preconstruction conditions. No construction shall begin prior to review and approval of the audio-video covering the construction area by the Town Engineer. The Town Engineer shall have the authority to reject all or any portion of the audio-video not conforming to the specifications and order that it be redone at no

additional charge. The Contractor shall reschedule the unacceptable coverage within five (5) days after being notified.

- B. The Contractor shall provide the Town Engineer and the Town with one complete set of disks for each project area.
- C. All equipment, accessories, materials and labor to perform this service shall be furnished by the Contractor.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

**3.01 MEASURE AND PAYMENT**

- A. Compensation for the swale restoration as described on the plans and in this specification shall be included in the lump sum price bid for Swale Restoration.
- B. Compensation for the audio-video preconstruction record shall be included in the lump sum price bid for Swale Restoration Pay Item SR-1.

**END OF SECTION**

## **SECTION 15200**

### **UTILITY RELOCATIONS**

#### **PART 1 SCOPE OF WORK**

##### **1.01 DEFINITION**

- A. Included in the Agreement Sum is an allowance account for unforeseen conditions that require the relocation of existing utilities. The Contractor shall verify the location of existing utilities prior to installing proposed drainage pipe and French drain. If a conflict between the proposed drainage pipe location and the existing utility is identified, that can not be avoided by adjusting the elevations of the pipe, the Contractor shall immediately notify the Town Engineer. Upon direction from the Town Engineer, the Contractor shall coordinate with the utility provider to have the conflicting utilities relocated or deflected by provider personnel.

##### **1.02 ALLOWANCE ACCOUNT**

- A. Monies in the allocation account will be used on issuance of a work authorization, pre-approved in writing by the Town throughout.
- B. At the closeout of the Agreement, monies remaining in the allowance account will be credited to the Town by change order.

##### **1.03 PROCEDURE FOR COMPLETING UTILITY RELOCATIONS**

- A. Town Engineer's Duties:
  - 1. Consult with the Contractor in considering options related to conflicts between existing utilities and proposed drainage pipe or French drain.
  - 2. Provide written authorization to request cost estimate.
  - 3. Transmit Town's decision to the Contractor.
  - 4. Prepare work authorization.

**B. Contractor's Duties:**

1. Identify potential conflicts between proposed drainage pipe or French drain and existing utilities by verifying utility locations in the field prior to installation of proposed drainage pipe and notify Town Engineer of conflicts immediately upon discovery. The Contractor and Town Engineer shall explore options to avoid the conflicts with the utilities as the first step.
2. Obtain cost estimates and schedules for relocation or deflection of existing utilities from provider as directed by the Town Engineer and provide copies of the requested information to the Town Engineer upon receipt.
3. If authorized by Town Engineer, coordinate with provider to have utility relocations/deflections constructed by provider personnel. This includes payment of any deposits or fees associated with the proposed deflections.
4. Notify Town Engineer promptly of:
  - a. Any effect on the construction schedule anticipated as a result of utility relocation/deflection.

**1.05 ADJUSTMENT OF COSTS**

- A.** Should the net cost be more or less than the specified amount of the allowance, the Agreement Sum will be adjusted accordingly by change order. Should work be changed by change order:
1. The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.
  2. For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities actually used.
- B.** Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the Work.
- C.** Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.
- D.** At Agreement closeout, reflect all approved changes in contract amounts in the final statement of accounting.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

**3.01 MEASURE AND PAYMENT**

- C. Included in the Agreement Sum is an allowance account for unforeseen conditions that require the relocation of existing utilities. At the closeout of the contract, monies remaining in the allowance account shall be credited to the Town by change order.
- D. The fixed amount is indicted as a lump sum under Allowance pay item A-1.

**END OF SECTION**

**[THIS SPACE HAS BEEN LEFT BLANK INTENTIONALLY]**

**DIVISION II  
SECTION 101  
MOBILIZATION**

**PART 1 GENERAL**

**1.01 SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" dated 2004 be used as the basis for the Work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

**1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION**

**Article 101-1 Description**

This section is expanded to include the following:

The Town intends to utilize the miscellaneous roadway and drainage portion in this Agreement on an as-needed basis. As the need for the units identified in this project is identified by the Town, the Town will inform the Contractor of the need for its services. It is the intent of this project that the Contractor will be required to mobilize up to ten (10) times for pothole repairs and five (5) times for drainage and/or resurfacing improvements. However, this is only an estimate and the Town reserves the right to request additional Work. Mobilization includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding and shall display on both sides the project name, Town Logo, elected officials, engineer, and contact information. The contractor shall mobilize within twenty (20) calendar days of the receipt of the work authorization.

All cost for work, materials, permits, permit fees, and incidental costs as specified above are to be included in the cost of other bid items. There will be no specific payment for Mobilization.

**PART 2 MATERIALS**

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF SECTION**

## SECTION 102

### MAINTENANCE OF TRAFFIC

#### PART 1 GENERAL

##### 1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" dated 2004 be used as the basis for the Work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

##### 1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

**Article 102-1.1 Description** This section is expanded to include the following:

Beginning two weeks prior to any construction, the Contractor shall provide written updates to the Town Engineer of anticipated construction activity, timing, location, and anticipated disruptions due to occur during the next two (2) weeks. This update shall be provided to the Town Engineer no later than noon each Friday for use, by the Town Engineer and Town, in assisting the Contractor to inform the residents of pending disruptions. However, this does not relieve the Contractor of any and all reasonable communications with the affected property owners.

The Contractor may be asked to attend meetings with the Property Owners and offer his opinions during the course of the meeting, but the Town Engineer will chair the meeting.

**Article 102-4.1 Where Required** – This sub-article is amended to include:

Except as delineated in the Contract Documents, traffic may be detoured only upon approval of the Town and the Florida Department of Transportation (for State Roads).

#### PART 2 MATERIALS

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

### **PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

All cost for work, materials, permits and incidental costs as specified above are to be included in the cost of other bid items. There will be no specific payment for Maintenance of Traffic.

**END OF SECTION**

## **SECTION 104**

### **PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" dated 2000 be used as the basis for the Work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

##### **1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION**

###### **Article 104-5 Preconstruction Conference**

The Contractor shall comply with the National Pollutant Discharge Elimination System (NPDES) Permit requirements for the project, submitting the required documents to the U.S. Environmental Protection Agency (EPA) pursuant to the requirements of 40 CFR Part 122.26. This would include, but not be limited to, completing and submitting a Notice of Intent (NOI) and a Notice of Termination (NOT) to the U.S. EPA in accordance with the project schedule. Copies of the preprinted forms are attached as Appendix A.

Refusal by the Contractor to place its signature on any required documents or certification statements will be considered as a default of the Agreement. The Contractor that performs any earth disturbing activities in the absence of any required signed documents or certifications statements may also be considered by the U.S. EPA to be in violation of the Clean Air Act.

The Contractor shall furnish the Town Engineer the name and telephone number of the person who will be responsible for monitoring and maintaining the erosion control devices.

The Contractor shall be responsible for compliance with the approved Erosion Control Plan.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

**PART 2 MATERIALS**

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF SECTION**

## **SECTION 300**

### **PRIME AND TACK COAT FOR BASE AND SURFACE COURSE**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" dated 2004 be used as the basis for the Work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

##### **1.03 SUPPLEMENTAL TECHNICAL SPECIFICATION**

###### **Article 300-9 – Basis of Payment**

No separate payment will be made for prime coat and tack coat materials but the cost of same, including furnishing, heating, hauling and applying (including sand or screening covering where required), shall be included for payment in the Agreement unit price either per ton or per square yard of base or asphalt pavement or in the unit price for pothole repair.

#### **PART 2 MATERIALS**

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

#### **PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF SECTION**

**SECTION 380**  
**POTHOLE REPAIRS**

**PART 1 GENERAL**

**1.01 SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" dated 2004 be used as the basis for the Work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

**380-1 Description.**

The work specified in this Section consists of the construction of pothole repairs.

**380-2 Materials.**

The asphaltic concrete shall be Type II and the base material shall be a stabilized limerock.

**380-3 Construction.**

**380-3.1 General:** The Contractor shall furnish all labor, materials and equipment required to construct pothole repairs. All required permits associated with the construction of the potholes including, but not limited to the Florida Department of Transportation and (FDOT) and the Town of Cutler Bay are to be obtained by the Contractor. All permit fees and other costs shall be paid by the Contractor and included in the unit prices outlined below.

**380-3.2 Removal of existing asphalt:** The Contractor shall be responsible for the saw cutting and removal of the existing asphalt and other loose debris from the site. All material that is removed from the site shall become the property of the Contractor and shall be disposed of in a legal landfill or other site owned by the Contractor.

**380-3.3 Reworking of limerock base:** The Contractor shall remove the existing limerock base to a point as outlined in the detail. After the removal of the existing limerock base, the Contractor shall rework the existing limerock base and include additional limerock base to bring the level of the hole up to the

surrounding elevation. The reworked limerock base shall be compacted in accordance with Section 210 of the Specifications Detailed.

**380-3.4 Replacing asphalt concrete:** The Contractor shall, upon completion of reworking of the limerock base, replace the asphalt concrete. The asphalt concrete shall be Type II and installed as per the Detailed Specifications including the requirement for a tack coat.

**380-4 Basis of Measurement.**

The quantities to be paid for under this Section shall be the actual quantities installed, measured as each pothole repair tested and accepted.

**380-5 Basis of Payment.**

**380-5.1 General:** The quantities, determined as provided above, shall be paid for at the Agreement unit price per each pothole repair. Such prices and payment shall be full compensation for all work specified in this Section including mobilization, maintenance of traffic, removal of existing material from the site, permits, and coordination.

**380-5.2 Payment:**

Payment shall be made under:

Item No. 380-1 - Pothole Repair – Per Each

**PART 2 MATERIALS**

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

**PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

**END OF SECTION**

## **SECTION 425**

### **INLETS, MANHOLES AND JUNCTION BOXES**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" dated 2004 be used as the basis for the Work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

##### **1.04 SUPPLEMENTAL TECHNICAL SPECIFICATION**

**Article 425-6.8 Adjusting Existing Structures** – Replace the last sentence of the first paragraph as follows and delete the text of the entire second paragraph:

The materials and construction methods for this Work shall conform to the requirements specified above and shall also meet the standards and requirements of the utility company that owns the structure that will be adjusted.

#### **PART 2 MATERIALS**

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

#### **PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF SECTION**



**CONTRACT  
DOCUMENTS**

**ENVIROWASTE  
SERVICES GROUP, INC.**

**SECTION 8.5.**

**CONE OF  
SILENCE/CAMPAIGN  
CONTRIBUTION  
ORDINANCE/LOBBYIST  
REGISTRATION  
REQUIREMENTS**

- 1.25 **CAMPAIGN FINANCE RESTRICTIONS ON VENDORS-** Ordinance 06-11; Town Code Chapter 8A. Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor.

Vendors' Campaign Contribution Disclosure:

1. General requirements:

(A) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town of Cutler Bay, as may be amended, shall file a written disclosure with the Town Clerk, stating all contributions made that were accepted by an elected official, the official to whom they were made and the date they were made. The Town Clerk may develop a form to be used by vendors for such disclosure.

(B) The disclosure shall be filed prior to and as a condition of the award of any Town contract to the Vendor.

(C) The Town Clerk shall inform the Council of any disclosures which were made in relation to any items before the Council prior to the hearing on the item or prior to the award of the contract.

(D) If an existing vendor makes a contribution the vendor must report the same to the clerk within ten days of its acceptance or prior to being awarded any additional contract or renewal, whichever occurs first.

(E) The Town Clerk shall file a quarterly report with the Council, which lists all the vendor disclosures in the quarter.

2. Disqualification

(A) As per Section 7.6 of the Town Charter, if a Vendor of products or services who directly or through a member of the person's immediate family or through a political action committee or through any other person makes a campaign contribution to a Town candidate and fails to disclose it then he/she/it shall be barred from selling any product or service to the town for a period of two years following the swearing in of the subject elected official.

- 1.26 **CONE OF SILENCE-** Notwithstanding any other provision of these specifications, the provisions of Town "Cone of Silence" are applicable to this transaction. The entirety of these provisions can be found in the Town's Purchasing Ordinance, Town Ordinance 06-22. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between:

A potential vendor, service provider, proposer, bidder, lobbyist, or consultant; and

The Town Council, Town's professional staff including, but not limited to, the Town Manager and his or her staff, any member of the Town's selection or evaluation committee.

The Cone of Silence shall be imposed upon each RFQ, RFP and bid after the advertisement of said RFQ, RFP, or bid. The Cone of Silence shall terminate at the beginning of the Town Council meeting at which time the Town Manager makes his or her written recommendation to the Town Council. However, if the Town Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid conferences;
- (2) oral presentations before selection or evaluation committees;
- (3) public presentations made to the Town Council during any duly noticed public meeting;
- (4) communication in writing at any time with any Town employee, unless specifically prohibited by the applicable RFQ, RFP or bid documents. The bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
- (5) communications regarding a particular RFQ, RFP or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such RFQ, RFP or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (6) communications with the Town Attorney and his or her staff;
- (7) duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Town Manager makes his or her written recommendation;
- (8) any emergency procurement of goods or services pursuant to Town Code;
- (9) responses to the Town's request for clarification or additional information;
- (10) contract negotiations during any duly noticed public meeting;
- (11) communications to enable Town staff to seek and obtain industry comment or perform market research, provided all

communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the Town Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a particular bidder or proposer shall render any RFQ award, RFP award or bid award to said bidder or proposer voidable by the Town Council and/or Town Manager.

- 1.27 **LOBBYIST REGISTRATION**- Proposers must also comply with all Town Charter sections and Code provisions that pertain to lobbyists, including Section 7.6 of the Town Charter and implementing ordinance(s), including Sec. 2-11(s) of the Town Code and Ordinance 07-02. Please contact the Town Clerk at (305) 234-4262 for additional information.

**[THIS SPACE LEFT BLANK INTENTIONALLY]**



**CONTRACT  
DOCUMENTS**

**ENVIROWASTE  
SERVICES GROUP, INC.**

**SECTION 8.6.  
ADDENDUM  
ACKNOWLEDGEMENT**





**CONTRACT  
DOCUMENTS**

**ENVIROWASTE  
SERVICES GROUP, INC.**

**SECTION 8.7.  
ANTI-KICKBACK  
AFFIDAVIT**

TOWN OF CUTLER BAY

SECTION 7

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA            }  
  }    SS:  
COUNTY OF MIAMI-DADE    }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Cutler Bay, its elected officials, and \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

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

Title: V.P. C.O.O.

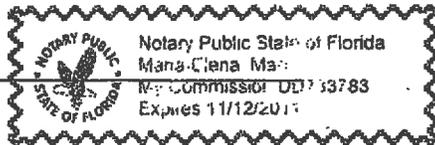
Sworn and subscribed before this

27 day of February 2009

Maria Elena Martin  
Notary Public, State of Florida

Maria Elena Martin  
(Printed Name)

My commission expires: \_\_\_\_\_



END OF SECTION



**CONTRACT  
DOCUMENTS**

**ENVIROWASTE  
SERVICES GROUP, INC.**

**SECTION 8.8.  
NON-COLLUSIVE  
AFFIDAVIT**

TOWN OF CUTLER BAY

SECTION 8

NON-COLLUSIVE AFFIDAVIT

State of Florida }  
County of Miami Dade } SS:

\_\_\_\_\_ being first duly sworn, deposes and says that:

- a) He/she is the Eduardo J. Barber (Owner, Partner, Officer Representative or Agent) Envirowaste Serv. Corp., the Bidder that has submitted the attached Bid;
- b) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Proposal;
- c) Such Bid is genuine and is not collusive or a sham Bid;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Eduardo Barber  
(Printed Name)  
V.P. C.O.O.  
(Title)

TOWN OF CUTLER BAY

SECTION 9

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

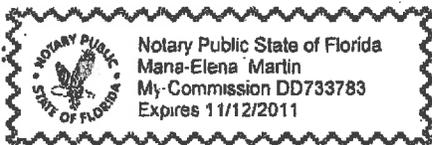
ACKNOWLEDGMENT

State of Florida )  
County of Duval ) SS:

BEFORE ME, the undersigned authority, personally appeared to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Eduardo Balsa executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 24 day of February 2009.

My Commission Expires:



Mana Elena Martin  
Notary Public State of Florida at Large



**CONTRACT  
DOCUMENTS**

**ENVIROWASTE  
SERVICES GROUP, INC.**

**SECTION 8.9.**

**SWORN STATEMENT**

TOWN OF CUTLER BAY

SECTION 10

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

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

1. This sworn statement is submitted to the Town of Cutler Bay

by Eduardo J. Barba  
[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  
Miami, FL. 33130

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)9g), 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 public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States 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 or 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 than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. 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 the management of an entity.
6. Based on information and belief, the statement that 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, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

This 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.

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 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 of Entity Submitting Sworn Statement

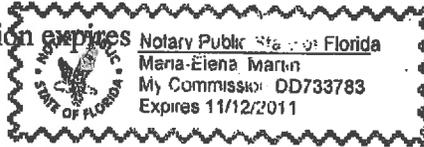
Sworn to and subscribed before me this 24 day of Feb, 2009.

Personally known  Eduardo J. Barba

OR produced identification \_\_\_\_\_ Notary Public – State of Florida

\_\_\_\_\_  
(type of identification)

My commission expires \_\_\_\_\_ Notary Public State of Florida  
Maria-Elena Marin  
My Commission: DD733783  
Expires 11/12/2011



Maria E. Martin

(Printed, typed or stamped Commissioned name notary public)

END OF SECTION



**CONTRACT  
DOCUMENTS**

**ENVIROWASTE  
SERVICES GROUP, INC.**

**SECTION 8.10.**

**DRUG FREE  
WORKPLACE FORM**





**CONTRACT  
DOCUMENTS**

**ENVIROWASTE  
SERVICES GROUP, INC.**

**SECTION 8.11.  
QUALIFICATION  
STATEMENT**

TOWN OF CUTLER BAY

SECTION 11

SUPPLEMENT TO BID/TENDER FORM

THIS FORM MUST BE SUBMITTED ALONG WITH BID IN ORDER FOR BID TO BE DEEMED RESPONSIVE (ALTHOUGH IT IS NOT THE SOLE CRITERION FOR RESPONSIVENESS).

QUALIFICATION STATEMENT

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail. *HORIZONTAL CONTRACTING FIRM*
  
2. The address of the principal place of business is: *4 SE First Street  
Miami, FL 33130*
  
3. Company telephone number: *305-637-9665*
  
4. Number of employees: *100*
  
5. Number of employees assigned to this project: *10 - 20*

6. Company Identification numbers for the Internal Revenue Service:

FED. ID 65-0829090

7. Miami-Dade County and the Town of Cutler Bay Occupational License Number, if applicable, and expiration date.

CERTIFIED

GENERAL CONTRACTOR

STATE OF FLORIDA - CGC-1507453

8. How many years has your organization been in business? 10

9. What similar engagements is your company presently working on?

CITY OF MIAMI BEACH.

HORIZONTAL JOB ORDER CONTRACT

\$10,000,000 Budget

APRIL 2008 TO APRIL 2013

10. Have you ever failed to complete any work awarded to you? If so, where and why? NO

11. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

City of Miami Beach, Asst. Public Works Director

11.1. Mike Alvarez, 1700 Convention Ctr. Dr. Miami Bch. FL 33139

(name)

(address)

(phone #)

305-673-7080

Miami Lakes Asst. Public Works Director

11.2. OSDELL LAZREA, 15700 NW 66 AV. Miami Lakes, FL 33014

(name)

(address)

(phone #)

305-364-6100

11.3. FDOT-42541517201 "Collapsed Pipe Repair Biscayne Blvd.

(name)

(address)

(phone #)

Enrique Tamayo, Tamayo Engineering, 8101 Biscayne Blvd.  
Suite 417, Miami, FL 33138 Tel. 305-762-7177

12. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-ventures.)

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>TOTAL CONTRACT VALUE</u>	<u>CONTRACTED DATE OF COMPLETION</u>	<u>% OF COMPLETION TO DATE</u>
------------------------	--------------	-----------------------------	--------------------------------------	--------------------------------

Please see ATTACHED

(Continue list on insert sheet, if necessary.)

13. Has the Bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance?

YES

14. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each such subcontractor(s).

Asphalt Paving: ~~Charlotte Frymoyer Paving Inc.~~ JF  
 30% General Asphalt Co.

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be unreasonably withheld.

15. What equipment do you own that is available for the work?

Please See Attached List

16. What equipment will you purchase for the proposed work?

NONE

17. What equipment will you rent for the proposed work?

NONE

18. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar work.

MIKE GARCIA - has been with ESC since 9/2008. Since that time Mike has managed installation of drainage for the projects listed in item # 11. With City of Miami Beach, there have been several. The largest 8" sanitary sewer 360 LF; For FDOT Mike installed\*

19. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

19.1 The correct name of the Bidder is: ENVIRONMENTAL SERVICES GROUP, INC.

19.2 The business is a (Sole Proprietorship) (Partnership) (Corporation).

\* 300 LF of new pipe in emergency work order for FDOT on Biscayne Blvd. In Miami Lakes Mike installed 500 LF of French Drain HDPE. All projects required MOT, ROW Permitting & Roadway Restoration.

19.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows: **B. RAFAEL BARBA, RALPH D. BARBA, EDUARDO J. BARBA, JULIO FOJON**

19.4. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers. **NONE**

19.5. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.  
**NONE**

19.6. List and describe all successful Bid, Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).  
**NONE**

19.7. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.  
**NONE**

NAME

RELATIONSHIPS



Signature of entity submitting supplement form

STATE OF FLORIDA )  
 )SS.  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 24 day of February, 2009, by Eduardo J. Barba who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 24 day of February 2009.



(Signature of person taking acknowledgment)

END OF SECTION



**CONTRACT  
DOCUMENTS**

**ENVIROWASTE  
SERVICES GROUP, INC.**

**SECTION 8.12.  
PERFORMANCE BOND**



- (1) Complete the Agreement in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for completion of the Agreement in accordance with its terms and conditions and upon determination by Surety of the lowest responsive, responsible bidder, or, if Oblige elects, upon determination by Oblige and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and Surety for completion of the Agreement in accordance with its terms and conditions, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Agreement price; but not exceeding the amounts set forth in the first paragraph hereof.

The term "balance of the Agreement price" as used in this Bond, shall mean the total amount payable by Oblige to Principal under the Agreement and amendments thereto, less the amount paid by Oblige to Principal and less amounts withheld by Oblige pursuant to its rights under the Agreement.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, or to the work to be performed thereunder and further agrees to all of the terms contained in the Agreement.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, successors, executors or administrators of the Oblige.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Witness: *[Signature]*

Principal  
Envirowaste Services Group, Inc.

By: *[Signature]*

Name: Eduardo Barba  
(Print)

Title: Vice President, S.O.O.

Address: 4 SE 1st Street

Miami, FL 33131

Witness: *[Signature]*

Surety  
Hartford Fire Insurance Company

By: *[Signature]*

Name: Michael Bonet  
(Print)

Title: Attorney-In-Fact & Florida Resident Agent

Address: 400 International Parkway, Ste. 425

Heathrow, FL 32746

# POWER OF ATTORNEY

THE HARTFORD  
BOND, T-4  
P.O. BOX 2103, 690 ASYLUM AVENUE  
HARTFORD, CONNECTICUT 06115  
call: 888-266-3488 or fax: 860-757-5835

NOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 21-220438

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

F. Berry Hayley, David Aaron French, Robert P. Hollander, Antonio Arias, Nancye Ellen Batista, Michael A. Bonet, Michael A. Holmes  
of  
Miami Lakes, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Paul A. Bergenholtz*

Paul A. Bergenholtz, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 1<sup>st</sup> day of February, 2004, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Paseka*

Scott E. Paseka  
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President



**CONTRACT  
DOCUMENTS**

**ENVIROWASTE  
SERVICES GROUP, INC.**

**SECTION 8.13.  
PAYMENT BOND**

This is the *front page* of the performance/payment bond issued in compliance with Florida Statute Chapter 255.05

Surety Name: HARTFORD FIRE INSURANCE COMPANY  
400 INTERNATIONAL PARKWAY, STE. 425  
HEATHROW, FL 32746  
800-824-1732

Bond Number: 21BCSEX6674

Contractor Name: ENVIROWASTE SERVICES GROUP INC  
5931 SW 88TH STREET  
MIAMI, FL, 33156  
305-637-9665

Owner Name: THE TOWN OF CUTLER BAY  
10720 CARIBBEAN BLVD., STE. 105  
CUTLER BAY, FL 33189  
305-234-4262

Project Number: ITB#09-06

Project Description: ROADWAY RESURFACING, DRAINAGE  
IMPROVEMENT AND MISCELLANEOUS ROADWAY  
REPAIRS.

Project Address: THE TOWN OF CUTLER BAY  
MIAMI DADE COUNTY, FL

Legal Description of Property: ROADWAY RESURFACING, DRAINAGE  
IMPROVEMENT AND MISCELLANEOUS ROADWAY  
REPAIRS.

This is the *front page* of the bond. All other pages are subsequent regardless of the pre-printed numbers.

The name and address of the Resident Agent for service of process on Surety is:

Name: Michael Bonet of Brown & Brown of Florida, Inc.

Address: 8000 Governors Sq. Blvd., Miami Lakes, FL 33016

Phone: 305-364-7800

**SECTION 12**  
**PAYMENT BOND**

**PROJECT TITLE:** Roadway Resurfacing, Drainage Improvement and Miscellaneous Roadway Repairs (the "Project")

**CONTRACTOR:** Envirowaste Services Group, Inc.

**AGREEMENT NO:** ITB#09-06      **AGREEMENT DATED:** \_\_\_\_\_

STATE OF                                    § Florida

    § \_\_\_\_\_

COUNTY OF                                § Miami Dade

BY THIS BOND (the "Bond"), We as Envirowaste Services Group, Inc., called CONTRACTOR, and Hartford Fire Insurance Company, hereinafter called SURETY, are bound to TOWN OF CUTLER BAY, FLORIDA, a Florida municipal corporation, hereinafter called Town, in the amount of five Hundred Fifty Eight Thousand Six Hundred Sixty Seven and 75/100 Dollars for payment of which CONTRACTOR and SURETY bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written Agreement entered into by CONTRACTOR and Town, for the following:

Agreement Title:

(the "Project")  
**Roadway Resurfacing, Drainage Improvement  
and Miscellaneous Roadway Repairs**

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

Promptly makes payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying CONTRACTOR with labor, material, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the Agreement;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the Agreement or with the changes, do not affect Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the Town.

Claimants must comply with notice requirements set forth in Section 255.05(2), Florida Statutes. No action shall be instituted against the CONTRACTOR or Surety under this bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

IN WITNESS WHEREOF, this instrument is executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

WHEN THE PRINCIPAL IS AN INDIVIDUAL: N/A.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness) By: \_\_\_\_\_  
(Individual Principal)

\_\_\_\_\_  
(Witness) Business Address

WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME: N/A

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness) Business Name and Address

\_\_\_\_\_  
(Witness) By: \_\_\_\_\_  
Signature of Individual

WHEN A PARTNERSHIP: N/A

Signed, sealed and delivered in the presence of:

\_\_\_\_\_

(Witness)

Name and Address of Partnership

(Witness)

By: \_\_\_\_\_  
(Partner)

**WHEN THE PRINCIPAL IS A CORPORATION:**

**ATTEST:**

(Corporate Seal)

Envirowaste Services Group, Inc.

(Corporate PRINCIPAL Name)

4 SE 1st Street  
Miami, FL 33131

Business Address

*Dea. Bd*  
Secretary

By: *[Signature]*  
President

**ATTEST:**

(Surety Seal)

Hartford Fire Insurance Company

(Corporate SURETY)

400 International Parkway, Ste. 425  
Heathrow, FL 32746

Business Address

See Power of Attorney Attached

(Secretary)

By: *Michael Bonet*  
(Surety) Michael Bonet, Attorney-In-Fact

*Michael Bonet*  
Florida Resident Agent - Michael Bonet

**ATTORNEY-IN-FACT**

By: *Michael Bonet*

Name Michael Bonet, Attorney-In-Fact  
(Type)

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

**ATTACH** a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

The Performance Bond and the Statutory Payment Bond and the covered amounts of each are separate and distinct from each other.

**END OF SECTION**

**[THIS SPACE LEFT INTENTIONALLY BLANK]**

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD  
BOND, T-4**

P.O. BOX 2103, 690 ASYLUM AVENUE  
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 21-220438

**(NOW ALL PERSONS BY THESE PRESENTS THAT:**

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut**
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana**
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut**
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut**
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana**
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois**
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana**
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida**

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

*F. Berry Hayley, David Aaron French, Robert P. Hollander, Antonio Arias, Nancye Ellen Batista, Michael A. Bonet, Michael A. Holmes*  
of  
*Miami Lakes, FL*

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Paul A. Bergenholz*

Paul A. Bergenholz, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 1<sup>st</sup> day of February, 2004, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Paseka*

Scott E. Paseka  
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President



**CONTRACT  
DOCUMENTS**

**ENVIROWASTE  
SERVICES GROUP, INC.**

**SECTION 8.14.  
NOTICE OF INTENT TO  
AWARD**



## Public Works Department

Rafael G. Casals  
Public Works Director

April 21, 2009

Envirowaste Services Group, Inc.  
Attn: Eduardo J. Barba  
4 SE 1 Street  
Miami, FL 33131

### "NOTICE OF INTENT TO AWARD"

Project: Roadway Resurfacing & Miscellaneous Drainage (the "Project")  
Town of Cutler Bay – ITB # 09-06

Dear Mr. Barba:

This is to advise that the Town of Cutler Bay intends to award the Contract for the above referenced "Project" as a result of your total Bid of five hundred fifty eight thousand six hundred sixty seven and 75/100 dollars (\$ 558,667.75) submitted to the Town of Cutler Bay as a result of the Invitation to Bid # 09-06, opened on February 27, 2009. Please find attached Town Resolution # 09-31, adopted by the Town Council on April 15, 2009 – awarding the "Project".

Three (3) sets of the Contract Documents for this "Project" are attached. Each set contains an unexecuted Contract and the requirement for providing the Performance and Payment Bonds for the "Project". Please execute all copies of the Contract and attach a copy of the Performance and Payment Bonds to each Contract and return to our office within ten (10) business days for final execution by the Town.

Your attention is invited to the provision whereby your Bid Security shall be forfeited in the event the Contract with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner and all other requirements of the Instructions to Bidders, as stated in the ITB # 09-06 requirements.

If you have any questions, please feel free to contact me directly at (305) 234-4262.

Sincerely yours,

Rafael G. Casals  
Public Works Director