

**RESOLUTION NO. 14-07**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING AN AGREEMENT WITH ENVIROWASTE SERVICES GROUP, INC. FOR TOWNWIDE ROADWAY RESURFACING AND SIDEWALK IMPROVEMENTS; PROVIDING FOR AUTHORIZATION OF THE TOWN MANAGER TO EXECUTE THIS AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council via Resolution #13-77 authorized the issuance of an Invitation to Bid (“ITB”) 13-09 for Townwide Roadway Resurfacing and Sidewalk Improvements; and

**WHEREAS**, the ITB resulted in six (6) sealed bids being received prior to the January 16, 2014 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 the “lowest and responsive” bidder, Envirowaste Services Group, Inc. (the “Contractor”) to provide Townwide Roadway Resurfacing and Sidewalk Improvements; and

**WHEREAS**, the majority funding for the roadway and sidewalk improvements is being provided by the Town’s portion of the Charter County Transit System Surtax; and

**WHEREAS**, the residential roadways and sidewalks that will be improved were identified in the Town’s Pavement and Sidewalk Assessment Study and Report updated September 2013; 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.

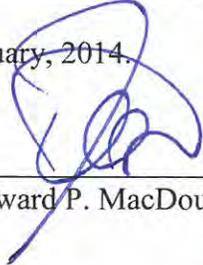
**Section 2. Approval of the Agreement.** The Town Council hereby approves the agreement, in substantially the form attached hereto as Exhibit “A,” with the Contractor for the per-unit pricing and conditions identified in the Town’s Invitation to Bid Number 13-09 subject to the Town Attorney’s approval as to content, form, and legal sufficiency.

**Section 3. Town Manager Authorized.** The Town Manager is hereby authorized to execute the agreement, in substantially the form attached hereto as Exhibit

“A,” with the Contractor on behalf of the Town, subject to the Town Attorney’s approval as to content, form, and legal sufficiency.

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

PASSED and ADOPTED this 19th day of February, 2014.

  
\_\_\_\_\_  
Edward P. MacDougall, Mayor

Attest:

  
\_\_\_\_\_  
Debra E. Eastman, MMC  
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: Council Member Loyzelle

Seconded By: Vice Mayor Sochin

FINAL VOTE AT ADOPTION:

Mayor Edward P. MacDougall	yes
Vice Mayor Ernest N. Sochin	yes
Councilmember Peggy R. Bell	yes
Councilmember Sue Loyzelle	yes
Councilmember Mary Ann Mixon	yes

Resolution  
**EXHIBIT "A"**

**Townwide Roadway Resurfacing & Sidewalk Improvements**

**CONTRACT FOR CONSTRUCTION**

THIS IS A CONTRACT FOR CONSTRUCTION ("Contract"), by and between TOWN OF CUTLER BAY, FLORIDA, a Florida municipal corporation, (hereinafter referred to as "Town"), and Envirowaste Services Group, Inc., a Florida corporation (hereinafter referred to as "Contractor".)

**WITNESSETH:**

**WHEREAS**, on December 2, 2013, the Town issued Invitation to Bid No. 13-09 for Townwide Roadway Resurfacing & Sidewalk Improvements ("ITB No. 13-09") for a project consisting of ongoing improvements for asphalt milling and resurfacing, sidewalk repairs and improvements, and pavement markings of Town property and public rights-of-way (collectively, the "Work"); and

**WHEREAS**, Contractor submitted its bid in response to the Invitation to Bid and was selected by the Town to perform the Work; and

**WHEREAS**, the Town and Contractor desire to enter into this Contract for the Work, as more particularly described herein and in the Contract Documents; and

**WHEREAS**, the Town will issue a Notice to Proceed for each phase or work order of the Work during the Term of this Contract, together with Contract Times and completion dates for each phase or work order; and

**WHEREAS**, Contractor shall perform all Work described in ITB No. 13-09, its bid or proposal, and as provided in each Notice to Proceed issued by the Town to the Contractor for each phase or work order of the Work.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained in this Contract, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows:

**ARTICLE 1**

**SCOPE OF WORK**

- 1.1. Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the Work described in the Contract Documents including Technical Specifications and Addenda thereto, and in accordance with the Drawings and Specifications prepared by the Town Engineer, for the following Project:

**TOWNWIDE ROADWAY RESURFACING & SIDEWALK IMPROVEMENTS**

## ARTICLE 2

### CONTRACT TIME

- 2.1. **Term.** The Term of this Contract shall be effective and commence upon full execution of this Contract by both parties, and shall continue for a term of three (3) years. At its sole discretion, the Town shall have the right and option to renew this Contract for up to two (2) additional one (1) year terms, upon the same terms and conditions, including unit pricing (the "Renewal Options"). The Renewal Option(s) may be exercised by the Town Manager, at his sole discretion. Such renewal shall be effective upon receipt of a written notice from the Town Manager to the Contractor received no later than thirty (30) days prior to the date of termination of the initial term or applicable Renewal Option term.
- 2.2. Contractor shall be instructed to commence each phase or work order of the Work, or any portion of the Work, by written instruction and as specified in the form of one or more Notices to Proceed issued by the Town Manager or his designee. Contractor acknowledges and agrees that the Town shall have no obligation to issue any Notice(s) to Proceed for the Work or any portion thereof. Each Notice to Proceed issued by the Town will provide for a commencement date for the Work, or portion thereof, and required completion dates for the Work or portion thereof, including Substantial Completion and Final Completion Dates. A Notice to Proceed will not be issued until Contractor's submission to Town of all required documents and after execution of this Contract.
- 2.3. Time is of the essence throughout this Contract. The Work, or any portion thereof, shall not commence until the date specified in the Notice(s) to Proceed. The Work or any portion thereof shall achieve Substantial Completion and Final Completion within the number of days specified in the relevant Notice(s) to Proceed. The Contractor shall prosecute all Work with faithfulness and diligence and the Work shall be completed and ready for final payment in accordance with the Contract Documents and as certified by Town's Engineer.
- 2.4. Upon failure of Contractor to substantially complete the Contract within the specified period of time, Contractor shall pay to Town the sum of One Thousand Dollars (\$1,000.00) for each calendar day after the time specified in the Notice(s) to Proceed for Substantial Completion. After Substantial Completion, should Contractor fail to complete the remaining Work within the time specified in the Notice to Proceed for final completion and readiness for final payment, Contractor shall pay to Town the sum of Five Hundred Dollars (\$500.00) for each calendar day after the time specified for completion and readiness for final payment. These amounts are not penalties but are liquidated damages to Town for its inability to obtain full beneficial occupancy and use of the Project.

Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by Town as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete the Work and the Contract on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for substantial and/or final completion is given pursuant to a Notice(s) To Proceed.

- 2.5. Town is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In the event that the amount of liquidated damages due the Town by Contractor exceed payment or monies due the Contractor from the Town, Contractor shall be liable and shall immediately upon demand by Town make payment to the Town in the amount of said excess.

### **ARTICLE 3**

#### **CONTRACT PRICE**

- 3.1. Town shall pay to Contractor for the performance of the Work or any portion thereof completed for the month based on the Unit Pricing set forth in Contractor's bid or proposal, which Unit Pricing is incorporated herein and attached hereto as Exhibit "A", subject to the conditions, limitations and restrictions of Sections 3.4 herein and in accordance with the "Standard General Conditions" included in ITB No. 13-09. The unit price shall be full compensation for all costs, including overhead and profit, associated with completion of the Work or any portion thereof as authorized by Notice(s) To Proceed and in full conformity with the requirements as stated or shown, or both, in the Plans and Specifications.
- 3.2. The sum set forth in Paragraph 3.1 shall constitute the Contract Price which shall not be modified except by a Change Order issued by Town or as otherwise specified herein.
- 3.3. The Contract Price may be adjusted by the Town pursuant to Article 12 of the General Conditions.
- 3.4. Town and Contractor agree that this Contract, and any Work authorized pursuant to this Contract, shall be subject to the condition precedents that Town funds and/or Miami-Dade County surtax transportation funds are available, appropriated annually and budgeted for the accomplishment of the Work or any portion thereof for this Project, and that the Town secures and obtains any necessary loans for the accomplishment of this Project pursuant to a borrowing enabling ordinance and any loan implementing resolution adopted by the Town Council and as described in the Town Council Resolution which awards and authorizes the execution of this Contract.

- 3.5. Town shall make progress payments on the basis of Work completed and Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application and in the manner set forth in Article 14 of the General Conditions of the Contract Documents. Rejection of a Pay Application by the Town shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, for Work completed and as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month. Progress payments shall be made in an amount equal to the percentage of Work completed, but, in each case, less the aggregate of payments previously made and less such amounts as Town shall determine or Town may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Value, if any. The Contractor agrees that ten percent (10%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by Town until final completion and acceptance of the Work by Town. In the event there is a dispute between Contractor and Town concerning a Pay Application, dispute resolution procedures shall be conducted by Town commencing within 45 days of receipt of the disputed Payment Application. The Town shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

Each Pay Application shall include an affidavit or partial release or waiver of lien by Contractor indicating that partial payments received from Town for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and material suppliers.

The payment of any Application for Payment by Town, including the final request for payment, does not constitute approval or acceptance by Town of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Town's rights hereunder or at law or in equity.

#### **ARTICLE 4**

#### **CONTRACT DOCUMENTS**

- 4.1. The Contract Documents which comprise the entire agreement between the Town and the Contractor concerning the Work consist of this Contract for Construction (including any Change Orders or Amendments hereto), the Drawings, Plans and Specifications approved by the Town, the Supplementary Technical Specifications, the Special Conditions, the General Conditions, the Invitation for Bids and bidding documents issued by the Town and any Addenda issued thereto, the Contractor's Bid or Proposal, the Performance Bond and Payment Bond, Insurance Certificates, the Notice of Award, the Notice(s) to Proceed, and any other Contract Documents, not specifically listed herein and included in the

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Project Manual which shall be considered incorporated into and made a part of this Contract by this reference and shall govern this Project. Contractor is reminded and hereby recognizes that all Work under this Contract must comply with all applicable federal, State, Miami-Dade County and Town laws and regulations. Any mandatory clauses which are required by such federal or other governmental regulations shall be deemed to be automatically incorporated herein. In the event of any conflict among the foregoing Contract Documents, the documents shall govern in the order listed and/or as determined by the Town Engineer.

- 4.2. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 4.3. The Contract Documents shall remain the property of the Town. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the Contractor use, or permit to be used, any or all of such Contract Documents on other Projects without the Town's prior written authorization.

## **ARTICLE 5**

### **INDEMNIFICATION**

- 5.1. The parties agree that 1% of the total compensation paid to the Contractor for the performance of this Contract shall represent the specific consideration for the Contractor's indemnification of the Town as set forth in this Section and in the Contract Documents.
- 5.2. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Town and its officials, consultants, agents and employees from and against all demands, claims, suits, liabilities, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs through appeal) arising out of, related to, or resulting from the performance or non-performance of the Work, or Contractor's obligations or the Work under this Contract, including but not limited to any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death sustained by any person, or to injury to or destruction of tangible property or any other property (other than the Work itself) including the loss of use resulting therefrom, 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 applicable law and regardless of the negligence of any such party.

- 5.3. In any and all claims against the Town or any of its officers, 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.
- 5.4. It is the specific intent of the parties hereto that the foregoing indemnification shall comply with Section 725.06 (Chapter 725), Florida Statutes. It is further the specific intent and agreement of the parties that all of the Contract Documents for this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.
- 5.5. Notwithstanding any obligation which may be set forth or required in the Contract Documents, the Town shall not indemnify or hold harmless the Contractor or any Subcontractor, Engineer, or any officer, director, partner, employee, agents, consultant of each or any of them from any claims, costs, losses or damages arising out of any Work performed or this Contract, and any reference or inclusion of such indemnification by the Town or Owner in the Contract Documents is hereby deleted. The parties acknowledge and agree that the Town is a municipal corporation that enjoys sovereign immunity pursuant to applicable law, and shall not and does not waive any rights and protections pursuant to such sovereign immunity.

## ARTICLE 6

### INSURANCE AND BONDS

- 6.1. **Insurance.** Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as listed in the Contract Documents, including and in no event less the policies, coverages and minimum limits specified below and as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by Town and prior to commencing any Work. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

- a. Commercial General Liability coverage with limits of liability of not less than a \$2,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage.  
This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of \$2,000,000.
- b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.
- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Town and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.
- e. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.
- f. **Certificate of Insurance.** On or before the Effective Date of this Contract, the Contractor shall provide the Town with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the Town.

The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town.

If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

- g. **Additional Insured.** The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance.

The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

- h. **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.

- i. The provisions of this section shall survive termination of this Contract.

- 6.2. **Bonds.** Prior to performing any portion of the Work and within three (3) days of the Effective Date hereof, the Contractor shall deliver to Town the Bonds required to be provided by Contractor hereunder. (The bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by Town and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Town.

- 6.3. Notwithstanding any obligation which may be set forth or required in the Contract Documents, the Town shall not be required to procure or maintain any insurance in connection with the Work or this Contract, including but not limited to Owner's Liability Insurance or Property Insurance.

## ARTICLE 7

### CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

In order to induce the Town to enter into this Contract, the Contractor makes the following representations and warranties:

- 7.1. Contractor represents and warrants the following to the Town:
  - 7.1.1. Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical specifications and data" and plans and specifications.
  - 7.1.2. Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.
  - 7.1.3. Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.
  - 7.1.4. Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the Project site. Contractor acknowledges that the Town does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the Project sites or for existing improvements at or near the sites. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

- 7.1.5. Contractor is aware of the general nature of Work to be performed by the Town and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.1.6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Project site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.1.7. Contractor has given Town written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 7.1.8. The Contractor agrees and represents that it possesses the requisite skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Town, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.2 Contractor further warrants the following:

- 7.2.1. **Anti-Discrimination:** Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.
- 7.2.2. **Anti-Kickback:** Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Town has any interest, financially or otherwise, in the Project.

For breach or violation of this warranty, the Town shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

- 7.2.3. **Licensing and Permits:** Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses and permits whether federal, state, County or Town.

Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for this Project.

## **ARTICLE 8**

### **DEFAULT AND TERMINATION**

- 8.1. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work within the Contract Time as specified in Article 2 and the Notice(s) to Proceed, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule, or if the Contractor shall fail to perform any material term set forth in the Contract Documents, or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Town may, upon seven (7) days written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by Town, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Town shall exceed monies due Contractor from Town, Contractor shall be liable and shall pay to Town the amount of said excess promptly upon demand therefore by Town. In the event it is adjudicated that Town was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by Town for convenience as described below.
- 8.2. This Contract may be terminated by the Town for convenience upon seven (7) calendar days' written notice to the Contractor, including but not limited to if the Town has determined that such cancellation will be in the best interest of the Town for its own convenience or funding is not available, appropriated or budgeted.

In the event the Contract is terminated for the Town's convenience, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations, and will be paid for Work performed to the satisfaction of the Ton and 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. In such event, the Contractor shall promptly submit to the Town its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

- 8.3. In the event of 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.

## ARTICLE 9

### ASSIGNMENT

Neither party shall assign the Contract, any portion of the Work, or any sub-contract, in whole or in part, without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Town Manager.

## ARTICLE 10

### MISCELLANEOUS

#### 10.1. Contractor to Check Plans, Specifications and Data:

Contractor shall verify all dimensions, quantities and details shown on the Plans, Specifications or other data received from Town's Engineer, and shall notify Town's Project Engineer in writing of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery and Town's Project Engineer will promptly review the same. Any Work done after such discovery, but prior to written authorization of the Town's Project Engineer, will be done at the Contractor's sole risk.

#### 10.2. Contractor's Responsibility for Damages and Accidents:

10.2.1. Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Town, and shall promptly repair any damage done from any cause.

10.2.2. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project.

In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Town, Contractor shall replace same without cost to Town.

#### 10.3. Defective Work/Guarantee:

10.3.1. Town shall have the authority to reject or disapprove Work which the Town finds to be defective. If required by the Town, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work.

Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

10.3.2. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by Town's Project Engineer, Town shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Town in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Town may declare Contractor in default.

10.3.3. Contractor shall unconditionally guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. If, within one (1) year after the date of Substantial Completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, shall promptly correct such defective or nonconforming Work within the time specified by Town without cost to Town. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects.

10.3.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

10.4. **Legal Restrictions and Traffic Provisions:**

Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, except as provided for in the Contract Documents, without the written consent of the Town or governing jurisdiction.

10.5. **Examination and Retention of Contractor's Records.**

10.5.1. Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes (Public Records Law).

Contractor shall retain all records associated with this Contract for a period of three (3) years from the date of final payment for all Work performed pursuant to this Contract. The Town or any of their duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions.

ITB No. 13-09

Townwide Roadway Resurfacing & Sidewalk Improvements

Page 13 of 18

10.5.2. Contractor agrees to include in first-tier subcontracts under this Contract a clause substantially the same as subparagraph 10.5.1 above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

10.5.3. The right to access and examination of records in subparagraph 10.5.1 shall continue until disposition of any mediation, claims, litigation or appeals.

**10.6. No Damages for Delay.**

No claim for damages or any claim, other than for an extension of time shall be made or asserted against Town by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above, and in accordance with the requirements of the Contract Documents, the Contractor shall be granted an extension of time and suspension of liquidated damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference or hindrance be caused by the Town, for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate the Contract upon ten (10) days written notice to the Town.

**10.7. Public Entity Crimes Affidavit.**

Contractor shall comply with Section 287.133, Florida Statutes, (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

**10.8. Independent Contractor.**

The Contractor is an independent contractor under the Contract. This Contract does not create any partnership or joint venture between the Town and Contractor. Work performed or provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Town.

Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to Work rendered under the Contract shall be those of the Contractor.

**10.9. Payment to Sub-Contractors.**

Certification of Payment to Subcontractors: The term "subcontractor", as used herein, includes persons or firms furnishing materials or equipment incorporated into the Work or stockpiled for which the Town made partial payment and firms working under equipment-rental agreements.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts before the Town will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete, as determined by the Town.

Within 30 days of the Contractor's receipt of progress payments or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all Work completed and materials furnished. The Town will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment within said 30-day period.

**10.10. DBE Contract Assurance.**

Contractor, or any subcontractor performing Work under this Contract, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out all applicable requirements of 49 CFE Part 26 in the award and administration of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Town deems appropriate.

**10.11. Governing Law.**

This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

**10.12. Waiver of Jury Trial.**

Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Contract, arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party.

**10.13. Public Records Law**

Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the Town. In the event of termination of this Contract by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Manager, at no cost to the Town, within seven (7) days of termination of this Contract. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section may result in the immediate termination of this Contract by the Town.

10.14. **Notices.**

Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town:           Town of Cutler Bay  
Town Manager  
10720 Caribbean Blvd., Suite 105  
Cutler Bay, Florida 33189

With a copy to:       Town Attorney, Town of Cutler Bay  
Weiss Serota Helfman  
Pastoriza Cole & Boniske, P.L.  
2525 Ponce de Leon Blvd.  
Coral Gables, Florida 33134

For The Contractor: Envirowaste Services Group, Inc.  
4 Southeast 1<sup>st</sup> Street, 2<sup>nd</sup> Floor  
Miami, Florida 33131  
Attention: Eduardo Barba, President

10.15. **Prevailing Party; Attorneys' Fees.**

In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover reasonable costs, expenses and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.

10.16. **Severability.**

If any term or provision of this Contract or the Contract Documents shall be held or deemed invalid or unenforceable by the courts or otherwise, illegal or in conflict with any law of the State, the validity of the remaining terms or provisions of this Contract or the Contract Documents shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

**[SPACE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: TOWN OF CUTLER BAY, FLORIDA, signing by and through its Town Manager, and Envirowaste Services Group, Inc. (Contractor) signing by and through Eduardo Barba, President, duly authorized to execute same.

ATTEST:

TOWN OF CUTLER BAY, FLORIDA,  
A Florida municipal corporation

Debra E. Eastman  
Debra E. Eastman, Town Clerk

By: Rafael Casals  
Rafael G. Casals, Town Manager

Date Executed: April 16, 2014

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

Resolution No.: 13-77

By: [Signature]  
Town Attorney

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION FORMAT, AS APPLICABLE.

CONTRACTOR:  
Envirowaste Services Group, Inc.

ATTEST:

[Signature]  
(Secretary)

(Corporate Seal)

By: [Signature], *President*  
(Signature and Title)

Eduardo Barba, President  
(Type Name/Title signed above)

This 1st day of May, 2014.

**END OF DOCUMENT**

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that  
EnviroWaste Services Group, Inc does:  
(Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
Proposers Signature

1/15/14  
Date

**END OF SECTION**

**NON-COLLUSION AFFIDAVIT**

STATE OF Florida  
COUNTY OF Miami-Dade

Eduardo Barba ("Affiant"), being first duly sworn, deposes and says that:

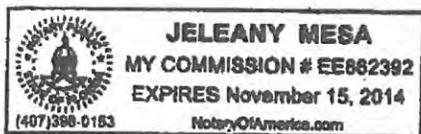
1. Affiant is President of EnviroWaste Services Group, Inc. (the "Bidder") and has submitted the attached Bid;
2. Affiant has personal knowledge of the matters set forth herein and is competent to testify;
3. Affiant is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting the Bid;
4. The Bid is genuine and is not a collusive or sham Bid;
5. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has 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, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element 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 Town of Cutler Bay or any person interested in the proposed Contract.

By: [Signature]

(Corporate Seal)

Title: President

Subscribed and sworn before me this 16 day of January 2014, by Eduardo Barba, who is personally known to me or has produced [Signature] as identification.



[Signature]  
Notary Public  
Jeleany Mesa  
Print Name  
My commission expires: 11/15/2014

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: RPA. Be  
Title: CEO

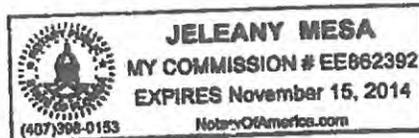
Sworn and subscribed before this

16 day of January, 2014  
J. Mesa

Notary Public, State of Florida

Jeleany Mesa  
(Printed Name)

My commission expires: 11/15/2014



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**PERFORMANCE AND PAYMENT BOND**

**(Public Work)** In compliance with F.S. Chapter 255.05(1)(a)

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2), 255.05 (8) AND 255.05 (10), ARE INCORPORATED IN THIS BOND BY REFERENCE.

**Bond No.: 09152760**

**Issued in Four Original Counterparts**

**CONTRACTOR:**

**Name: Envirowaste Services Group, Inc.**  
**Address: 4 Southeast 1<sup>st</sup> Street, 2<sup>nd</sup> Floor**  
**Miami, FL 33131**

**Phone No. (305) 776-2373**

---

**SURETY:**

**Name: Fidelity and Deposit Company of Maryland**  
**Address: Contract Surety Bond Claims c/o Zurich**  
**1400 American Lane, Schaumburg, IL 60196**

**Phone No. (813) 354-2232**

---

**OWNER:**

**Name: Town of Cutler Bay**  
**Address: 10720 Caribbean Blvd., Suite 105**  
**Cutler Bay, FL 33189**

**Phone No. (305) 234-4262**

---

**OBLIGEE:** (If contracting entity is different from the owner, the contracting public entity)

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**Phone No.** \_\_\_\_\_

---

**Bond Amount: \$900,000.00**

**Description of Work: Townwide Roadway Resurfacing & Sidewalk Improvements ITB No. 13-09**

**Project Location: Town of Cutler Bay, Florida**

**FRONT PAGE**

All other Bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be re-printed thereon.

**SECTION 00610**

**PERFORMANCE BOND**

STATE OF FLORIDA        )  
                                  ss  
COUNTY OF                )

**KNOW ALL MEN BY THESE PRESENTS**, that Envirowaste Services Group, Inc. as  
Principal, hereinafter called Contractor, and Fidelity and Deposit Company of Maryland  
Contract Surety Bond Claims c/o Zurich as Surety,  
1400 American Lane, Schaumburg, IL 60196  
hereinafter called Surety, are held and firmly bound unto the Town of Cutler Bay, as Obligee,  
hereinafter called Owner, in the amount of **Nine Hundred Thousand Dollars (\$ 900,000)** for the  
payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, contractor has by written agreement dated December 2, 2013, entered  
into a Contract with Owner for:

**TOWNWIDE ROADWAY RESURFACING & SIDEWALK IMPROVEMENTS  
TOWN OF CUTLER BAY, FLORIDA**

in accordance with Drawings and Specifications prepared by Town Engineer which Contract is by  
reference made a part hereof and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH**, that,  
if the Principal shall in all respects promptly and faithfully perform and comply with the terms and  
conditions of said Contract and his obligations thereunder and shall indemnify the Owner and the  
Consulting Engineer and save either or all of them harmless against and from all costs, expenses and  
damages arising from the performance of said Contract or the repair of any work thereunder, then  
this obligation shall be void; otherwise, this Bond shall remain in full force and effect, in accordance  
with the following terms and conditions:

- A. The Principal and Surety jointly and severally agree to pay the Owner any difference between the sum to which the said Principal would be entitled on the completion of the Contract, and that sum which the Owner may be obliged to pay for the completion of said work by Contract or otherwise, and any damages, direct or indirect or consequential, which the said Owner may sustain on account of such work, or on account of the failure of said Contractor to properly and in all things, keep and execute all of the provision of said Contract.
- B. And this Bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of the project by the Owner and shall provide that the Contractor guarantees to repair or replace for said period of one (1) year all work performed and materials and equipment furnished that were not performed or furnished according to the terms of the Contract, and shall make good, defects thereof which have become apparent before the expiration of said period of one (1) year. If any part of the project, in the judgment of the Owner, for the reasons above stated needs to be replaced, repaired or made good during that time, the Owner shall so notify the Contractor in writing. If the Contractor refuses or neglects to do such work within five (5) days from the date of service of such Notice, the Owner shall have the work done by others and the cost thereof shall be paid by the Contractor or his Surety.
- C. And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive Notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.
- D. The surety represents and warrants to the Owner that they have a Best's Key Rating Guide General Policyholder's Rating of " A+ " and Financial Category of "Class XV ".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this 14th day of March 20 14, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required)  
(If Corporation, Secretary Only will attest and affix seal)

WITNESSES:

\_\_\_\_\_  
R. A. Bl

PRINCIPAL: Envirowaste Services Group, Inc.

\_\_\_\_\_  
[Signature]

Signature of Authorized Officer

(Affix Seal)

President

Title

2nd Floor, 4 SE First Street

Business Address

Miami, FL 33131

City, State & Zip Code

WITNESSES:

Nela Barnola  
Nela Barnola  
Belinda Acosta  
Belinda Acosta

SURETY: Fidelity and Deposit Company of Maryland

\_\_\_\_\_  
[Signature]

Corporate Surety  
Anett Cardinale, Attorney in Fact & FL Licensed Resident Agent

Title

Contract Surety Bond Claims c/o Zurich

Business Address

1400 American Lane, Schaumburg, IL 60196

City, State & Zip Code

Willis of Florida, Inc. 813/281-2095

Name of Local Insurance Agency



**SECTION 00620**

**PAYMENT BOND**

STATE OF FLORIDA        )  
  SS  
COUNTY OF                )

**KNOW ALL MEN BY THESE PRESENTS**, that Envirowaste Services Group, Inc. as Principal, Fidelity and Deposit Company of Maryland hereinafter called Contractor, and Contract Surety Bond Claims c/o Zurich as Surety, hereinafter 1400 American Lane, Schaumburg, IL 60196 called Surety, are held and firmly bound unto the Town of Cutler Bay, as Obligee, hereinafter called Owner, in the amount of Nine Hundred Thousand Dollars (\$900,000) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement dated December 2, 20 <sup>13</sup>, entered into a Contract with Owner for:

**TOWNWIDE ROADWAY RESURFACING & SIDEWALK IMPROVEMENTS  
TOWN OF CUTLER BAY, FLORIDA**

in accordance with Drawings and Specifications prepared by Town Engineer which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH**, that if the Principal shall promptly make payment to all claimants, as herein below defined, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the following terms and conditions:

- A. A claimant is defined as any person supplying the Principal with labor, material and supplies, used directly or indirectly by the said Principal or any subcontractor in the prosecution of the work provided for in said Contract, and is further defined in Section 255.05(1) of the Florida Statutes.

- B. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of materials and supplies by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant.
1. Unless claimant, other than one having a direct contract with the Principal, shall within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to this bond for protection.
  2. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore.
  3. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  4. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- D. The Principal and the Surety jointly and severally, shall repay the Owner any sum which the Owner may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.
- E. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work or to the Specifications.
- F. The Surety represents and warrants to the Owner that they have a Best's Key Rating Guide General Policyholder's rating of "A+" and Financial Category of "Class XV".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this 14th day of March 2014, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses Required)  
(If Corporation, Secretary Only will attest and affix seal)

WITNESSES:

\_\_\_\_\_  
R. A. Be  
\_\_\_\_\_

WITNESSES:

Nela Barnola  
Nela Barnola  
Belinda Acosta  
Belinda Acosta

PRINCIPAL: Envirowaste Services Group, Inc.

\_\_\_\_\_  
Signature of Authorized Officer  
(Affix Seal)  
President  
Title  
2nd Floor, 4 SE First Street  
Business Address  
Miami, FL 33131  
City, State & Zip Code

SURETY: Fidelity and Deposit Company of Maryland

Anett Cardinale  
Corporate Surety  
Anett Cardinale, Attorney in Fact & FL Licensed Resident Agent  
Title  
Contract Surety Bond Claims c/o Zurich  
Business Address  
1400 American Lane, Schaumburg, IL 60196  
City, State & Zip Code  
Willis of Florida, Inc. 813/281-2095  
Name of Local Insurance Agency

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2), 255.05(8) AND 255.05(10), ARE INCORPORATED IN THIS BOND BY REFERENCE.

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Ralph Barba, certify that I am the Secretary of the Corporation named as Principal in the within Bond; that Eduardo Barba who signed the said bond on behalf of the Principal, was then President of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

R. Barba  
Corporate Secretary

[Seal]

STATE OF FLORIDA        )  
                                  ss  
COUNTY OF Miami-Dade)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared Eduardo Barba to be well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the EnviroWaste Services Group, Inc. and that he has been authorized by to execute the foregoing bond on behalf of the Contractor named therein in favor of the Town of Cutler Bay, Florida.

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 14 A.D.

(Attach Power of Attorney)

[Signature]  
Notary Public - State of Florida  
at Large  
My Commission Expires:



END OF SECTION

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 6th day of October, A.D. 2010.

**ATTEST:**

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



By: *Eric D. Barnes*  
*Assistant Secretary*  
*Eric D. Barnes*

*Thomas O. McClellan*  
*Vice President*  
*Thomas O. McClellan*

State of Maryland  
City of Baltimore

On this 6th day of October, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

*Maria D. Adamski*

Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14 day of March, 2014.



*Geoffrey Delisio*

Geoffrey Delisio, Vice President

# Local Business Tax Receipt

Miami-Dade County, State of Florida  
-THIS IS NOT A BILL - DO NOT PAY



3961266

**BUSINESS NAME/LOCATION**  
ENVIROWASTE SERVICES GROUP INC  
4 SE 1 ST 2 FLOOR  
MIAMI FL 33131

**RECEIPT NO.**  
**RENEWAL**  
4134060

**EXPIRES**  
**SEPTEMBER 30, 2014**

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

**OWNER**  
ENVIROWASTE SERVICES GROUP INC  
Employee(s) 5

**SEC. TYPE OF BUSINESS**  
213 SERVICE BUSINESS

**PAYMENT RECEIVED  
BY TAX COLLECTOR**  
\$45.00 09/10/2013  
CREDITCARD-13-007995

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

# Local Business Tax Receipt

Miami-Dade County, State of Florida  
-THIS IS NOT A BILL - DO NOT PAY



5404058

**BUSINESS NAME/LOCATION**  
ENVIROWASTE SERVICES GROUP INC  
4 SE 1 ST 2 FLOOR  
MIAMI FL 33131

**RECEIPT NO.**  
**RENEWAL**  
5643243

**EXPIRES**  
**SEPTEMBER 30, 2014**

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

**OWNER**  
ENVIROWASTE SERVICES GROUP INC  
Worker(s) 3

**SEC. TYPE OF BUSINESS**  
196 SPECIALTY BUILDING CONTRACTOR  
CGC1507453

**PAYMENT RECEIVED  
BY TAX COLLECTOR**  
\$45.00 09/10/2013  
CREDITCARD-13-007991

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

BARBA, EDUARDO JOSE  
ENVIROWASTE SERVICES GROUP, INC.  
4 SE 1 STREET  
2ND FLOOR  
MIAMI FL 33131

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

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

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



STATE OF FLORIDA AC# 6314565  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1520877 08/29/12 120079223

CERTIFIED GENERAL CONTRACTOR  
BARBA, EDUARDO JOSE  
ENVIROWASTE SERVICES GROUP, INC.

IS CERTIFIED under the provisions of Ch. 489 FS  
Expiration date: AUG 31, 2014 L12082900805

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK • PATENTED PAPER

AC# 6314565

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12082900805

DATE	BATCH NUMBER	LICENSE NBR
08/29/2012	120079223	CGC1520877

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2014

BARBA, EDUARDO JOSE  
ENVIROWASTE SERVICES GROUP, INC.  
4 SE 1 STREET  
2ND FLOOR  
MIAMI FL 33131

RICK SCOTT  
GOVERNOR

KEN LAWSON  
SECRETARY

DISPLAY AS REQUIRED BY LAW



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

#### **MISC**

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

**Headquarters: 4 SE 1<sup>st</sup> Street, 2<sup>nd</sup> Floor, Miami, FL 33131 \* (877) 637-9665 \* F (305) 637-9659**  
**Offices: Miami, FL \* Orlando, FL \* Dallas, TX \* Houston, TX**  
**[www.envirowasteg.com](http://www.envirowasteg.com) \* email: [info@envirowasteg.com](mailto:info@envirowasteg.com)**

# State of Florida

## Minority, Women & Florida Veteran Business Certification

EnviroWaste Services Group, Inc.

Is certified under the provisions of  
287 and 295.187, Florida Statutes for a period from:

03/04/2013 to 03/04/2015



DEPARTMENT OF MANAGEMENT  
SERVICES

  
Craig J. Nichols, Secretary  
Florida Department of Management Services





ENVISER-02

DUBEAA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/27/2013

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

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

PRODUCER Willis of Florida, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C, No, Ext): (877) 945-7378	FAX (A/C, No): (888) 467-2378	
INSURED  Envirowaste Services Group Inc. Attn: Ralph Barba 4 SE 1st Street Miami, FL 33131	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Insurance Company		16535
	INSURER B: American Guarantee and Liability Insurance Comp		26247
	INSURER C: Bridgefield Employers Insurance Company		10701
	INSURER D:		
	INSURER E:		
INSURER F:			

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	GLO5571339-01	7/31/2013	7/31/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	X	BAP5571338-01	7/31/2013	7/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	X	AUC-5571348-01	7/31/2013	7/31/2014	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE					\$
	DED <input type="checkbox"/> RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	830-46885 (FL)	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Town of Cutler Bay is named as Additional Insured as respects General Liability and Auto Liability, where required by written contract or agreement.

The Umbrella Coverage follows form.

## CERTIFICATE HOLDER

## CANCELLATION

Town of Cutler Bay  
Building Department  
10720 Caribbean Boulevard  
Suite 110  
Cutler Bay, FL 33189

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

AUTHORIZED REPRESENTATIVE

*M. M. M. M.*

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# CONTRACT ATTACHMENT "A"

## SECTION 00300

### PROPOSAL

#### TOWNWIDE ROADWAY RESURFACING & SIDEWALK IMPROVEMENTS TOWN OF CUTLER BAY, FLORIDA

Town Clerk's Office  
Town of Cutler Bay  
10720 Caribbean Boulevard  
Suite 105  
Cutler Bay, Florida 33189

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interest in the Proposal of the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder certifies that the bidder is not a nonresident alien, or a foreign corporation/entity formed under the laws of a country other than the United States.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he has made sufficient observations of the conditions of the proposed Project Site to satisfy himself that such site is a correct and suitable one for this work and he assumes full responsibility therefore, that he has examined the Drawings and Specifications for the work and from his own experience or from professional advice that the Drawings, including bid item quantities, and Specifications are sufficient for the work to be done and he has examined the other Contractual Documents relating thereto, including the Notice of Bid Invitation, Instructions to Bidders, Proposal, Contract, General Conditions, Supplementary Conditions, Special Conditions, Technical Specifications, Drawings and has read all addenda prior to the receipt of bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the Town of Cutler Bay (Owner), in the form of contract specified, 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 Proposal and the Contract, and called for by the Drawings and Specifications and in the manner specified.

***NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.***

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 Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed, agreed, and liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the work not being completed within the time limit stated in the Contract Form.

Payment Bonds each in the amount of one-hundred percent of the Contract price, within ten (10) consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his part to execute the said Contract and Performance and Payment Bonds within the ten (10) consecutive calendar days after the award of the Contract, the cashier's check or Bid Bond accompanying his bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the check accompanying the Proposal shall be returned to the undersigned after the Contract is signed and the Performance and Payment Bonds are filed.

Bidders Certificate of Competency No. CGC1520877

Bidders Occupational License No. 3961266

Acknowledgment is hereby made of the following Addenda received since issuance of the Project Manual:

Addendum No. 1 Dated: could not locate date Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Attached hereto is a cashier's check on the \_\_\_\_\_

\_\_\_\_\_ Bank of \_\_\_\_\_

\_\_\_\_\_ or Bid Bond for the sum of forty five thousand

\_\_\_\_\_ Dollars

(\$ 45,000. <sup>e</sup>), made payable to the Town of Cutler Bay, Florida.

EnviroWest Services Group, Inc L.S.  
(Name of Bidder) (Affix Seal)

[Signature] L.S.  
Signature of Officer

President L.S.  
(Title of Officer)

Address: 4 SE 1<sup>st</sup> ST 2<sup>nd</sup> Floor

City: Miami State: FL

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Eduardo Barba 6021 SW 88 ST Miami 33156

Ralph Barba 6031 SW 88 ST Miami 33156

Name of the executive who will give personal attention to the work:  
Eduardo Barba

**LIST OF MAJOR SUB-CONTRACTORS**

Bidders are required to list with the Proposal, on this sheet all major sub-contractors included for the prosecution of the work. Failure to complete the list may be cause for declaring the Proposal irregular.

The successful bidder shall employ the sub-contractors listed hereunder for the class of work indicated, which list shall not be modified in any way without the written consent of the Town of Cutler Bay.

The Bidder expressly agrees that:

1. If awarded a contract as a result of this proposal, the major sub-contractors used in the prosecution of the work will be those listed below.
2. The Bidder represents that the sub-contractors listed below are financially responsible and are qualified to do the work required.

**CATEGORY OR CLASS OF WORK      NAME OF SUB-CONTRACTOR      ADDRESS**

\*\*\*\*\*

Asphalt      General Asphalt      4850 NW 72 Ave Miami 33166

**ROADWAY RESURFACING IMPROVEMENTS**

Town of Cutler Bay, Florida

Town Project No. ITB #13-09

**BID FORM**

Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, contractor's overhead and profit. Unit prices for the various work items are intended to establish a total price for completing the project in its entirety. The Contractor shall include in the Bid price any work item and materials for which a separate pay item has not been included in the Bid Form. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore. It is the intent of the Town to spend \$600,000 on resurfacing and \$300,000 on sidewalk repairs annually. These amounts are subject to change. The work is being funded in part through the People's Transportation Plan (PTP).

ITEM	DESCRIPTION	QUANTIT Y	UNIT	UNIT PRICE	AMOUNT
<i>General Items</i>					
101-1	Mobilization	1	L.S.	\$ .01	\$ .01
102-1	Maintenance of Traffic	1	L.S.	\$ .01	\$ .01
<b><u>Sub-Total – General Items</u></b>				\$ <u>.02</u>	
<i>Roadway Items</i>					
337	Type S-III Asphalt Overlay (1" thick)	1	S.Y.	\$ 7.79	\$ 7.79
337	Type S-III Asphalt Overlay (1" thick)	1	TN.	\$ 144. <sup>00</sup>	\$ 144. <sup>00</sup>
339-1	Type S-III Asphalt Leveling Course	1	TN.	\$ 154. <sup>00</sup>	\$ 154. <sup>00</sup>
327-70-1	Asphalt milling (1" depth)	1	S.Y.	\$ 6.49	\$ 6.49
425-6	Adjust existing valve box	1	EA.	\$ 125. <sup>00</sup>	\$ 125. <sup>00</sup>
425-5	Adjust existing manhole ring and cover	1	EA.	\$ 225. <sup>00</sup>	\$ 225. <sup>00</sup>

ITB #13-09

TOWN WIDE ROADWAY RESURFACING & SIDEWALK IMPROVEMENTS

339-1	Remove and reconstruct existing asphalt apron with 1-1/2" type S-III asphalt	1	EA.	\$ 295. <sup>00</sup>	\$ 295. <sup>00</sup>
711-11125 711-11211 706-3	24" white thermoplastic stop bar with 50 feet of double yellow, including 6 yellow RPMs	1	EA.	\$ 155. <sup>00</sup>	\$ 155. <sup>00</sup>
711-11111	Standard 6" white thermoplastic	1	L.F.	\$ 1. <sup>50</sup>	\$ 1. <sup>50</sup>
711-11123	Standard 12" white thermoplastic	1	L.F.	\$ 2. <sup>50</sup>	\$ 2. <sup>50</sup>
711-11125	Standard 24" white thermoplastic	1	L.F.	\$ 6. <sup>00</sup>	\$ 6. <sup>00</sup>
711-11211	Standard 6" yellow thermoplastic	1	L.F.	\$ 2. <sup>00</sup>	\$ 2. <sup>00</sup>
711-11224	Standard 18" yellow thermoplastic	1	L.F.	\$ 3. <sup>50</sup>	\$ 3. <sup>50</sup>
711-11170	Standard thermoplastic arrow	1	EA.	\$ 175. <sup>00</sup>	\$ 175. <sup>00</sup>
706-3	White/red RPMs	1	EA.	\$ 4. <sup>50</sup>	\$ 4. <sup>50</sup>
706-3	Blue RPMs	1	EA.	\$ 5. <sup>50</sup>	\$ 5. <sup>50</sup>
706-3	Yellow RPMs	1	EA.	\$ 4. <sup>50</sup>	\$ 4. <sup>50</sup>
663	Traffic Loop Replacement	1	EA.	\$ 100. <sup>00</sup>	\$ 100. <sup>00</sup>
<b><u>Sub-Total – Roadway Items</u></b>				\$ 1,417.28	
<b><u>Sidewalk Items</u></b>					
522-1	Construct new or replace existing 4" thick 5' wide sidewalk (includes removal, disposal, debris removal, root pruning, preparation and restoration)	1	L.F.	\$ 42. <sup>00</sup>	\$ 42. <sup>00</sup>
522-2	Construct new or replace existing 6" thick 5' wide sidewalk (includes removal, disposal, debris removal, root pruning, preparation and restoration)	1	L.F.	\$ 43. <sup>00</sup>	\$ 43. <sup>00</sup>
110-15-1	Bio-barrier installation (per sidewalk flag)	1	EA.	\$ 20. <sup>00</sup>	\$ 20. <sup>00</sup>
522-1	Installation of 5'x5' handicap ramps @ existing sidewalk – including ADA detectable warning surface (4' x 2' @ each) (includes restoration). See detail "A" in Appendix B	1	EA.	\$ 275. <sup>00</sup>	\$ 275. <sup>00</sup>

522-1	Installation of handicap ramps @ new sidewalk – including ADA detectable warning surface (4' x 2' @ each) (includes restoration)	1	EA.	\$ 275. <sup>00</sup>	\$ 275. <sup>00</sup>
Survey	R.O.W. survey (to establish property line)	1	L.F.	\$ 10. <sup>00</sup>	\$ 10. <sup>00</sup>
520-1-10	Concrete curb and gutter (Type "F") (Includes Demo & Disposal of Damaged Curbs If Required)	1	L.F.	\$ 19. <sup>00</sup>	\$ 19. <sup>00</sup>
520-2-4	Concrete curb (Type "D") (Includes Demo & Disposal of Damaged Curbs If Required)	1	L.F.	\$ 15. <sup>00</sup>	\$ 15. <sup>00</sup>
550	Fence Relocation (chain link)	1	L.F.	\$ 5. <sup>00</sup>	\$ 5. <sup>00</sup>
590-70-1	Irrigation system restoration: Schedule 40 PVC Pipe	1	L.F.	\$ 7. <sup>00</sup>	\$ 7. <sup>00</sup>
	Rainbird / Swing Joints	1	EA.	\$ 20. <sup>00</sup>	\$ 20. <sup>00</sup>
1080	Replace existing meter boxes (as directed)	1	EA.	\$ 200. <sup>00</sup>	\$ 200. <sup>00</sup>
522-2	Storm Drain Concrete Apron Construct New or Replace 6" Thick Concrete Apron. (Includes Removal, Disposal, Debris Removal, Root Pruning, Preparation, Restoration, and Saw Cutting.	1	SF.	\$ 5.25	\$ 5.25
<b><u>Sub-Total – Sidewalk Items</u></b>				\$ 936.25	

GRAND TOTAL IN FIGURES:

\$ 2,353.55

GRAND TOTAL WRITTEN: two thousand three hundred fifty three and 53/100

BIID

DER: Enviro Waste Services Corp, Inc

By: Eduardo Barba

Title: President

Telephone: 305-637-9665

Fax: 305-637-9659

**NON-COLLUSION AFFIDAVIT**

STATE OF Florida  
COUNTY OF Miami-Dade

Eduardo Barba ("Affiant"), being first duly sworn, deposes and says that:

1. Affiant is President of Enviro Waste Services Group, Inc. (the "Bidder") and has submitted the attached Bid;
2. Affiant has personal knowledge of the matters set forth herein and is competent to testify;
3. Affiant is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting the Bid;
4. The Bid is genuine and is not a collusive or sham Bid;
5. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has 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, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element 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 Town of Cutler Bay or any person interested in the proposed Contract.

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

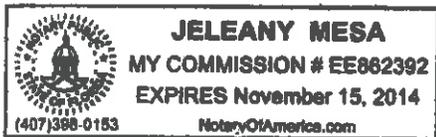
(Corporate Seal)

Title: President

Subscribed and sworn before me this 16 day of January 2014, by Eduardo Barba, who is personally known to me or has produced \_\_\_\_\_ as identification.

J. Mesa  
\_\_\_\_\_  
Notary Public

Jeleany Mesa  
Print Name  
My commission expires: 11/15/2014



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS**

**PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: \_\_\_\_\_

Townwide Roadway Resurface

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

Eduardo Barba

Project Name

ITB #13-09

Firm/Agency: \_\_\_\_\_

EnviroWaste Services Group, Inc

Project Number

Street Address: \_\_\_\_\_

4 SE 1st 2nd Fl.

Miami, FL 33131

CFR 24.510 & 24 CFR, Part 24, Appendix A

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ED Form GCS-009, 6/88

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**CERTIFICATION REGARDING LOBBYING**  
Certification for Contracts, Grants, Loans, and Cooperative Agreements  
Appendix A – 49 CFR Part 20

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions {as amended by “Government Wide Guidance for New Restrictions on Lobbying”, 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)}
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. {{Note: Pursuant to 31 U.S.C. § 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure}.

The Contractor, EnviroWaste Services Group, Inc., certified or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

  
\_\_\_\_\_

Name and Title of Contractor's Authorized Official

Eduardo Barba, President  
\_\_\_\_\_

Date 1/15/14  
\_\_\_\_\_

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ANTI-KICKBACK AFFIDAVIT

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

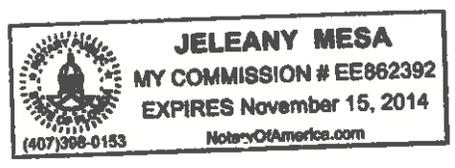
I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Cutler Bay, its elected officials, and \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of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

By:     P.A. Be      
Title:     CEO    

Sworn and subscribed before this  
16 day of January, 2014  
J. Mesa

Notary Public, State of Florida  
Jeleany Mesa  
(Printed Name)

My commission expires: 11/15/2014



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**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 Barba, President  
[Print individual's name and title]  
for EnviroWaste Services Group, Inc.  
[Print name of entity submitting sworn statement]

whose business address is

4 SE 1<sup>st</sup> St 2<sup>nd</sup> Floor  
Miami, FL 33131

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

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)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.

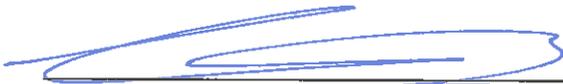
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

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 HAT 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 16 day of January 2014.

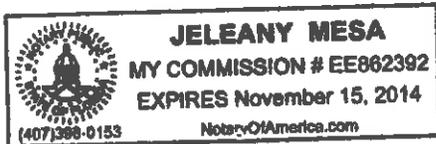
Personally known

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

My commission expires 11/15/14  
(type of identification) \_\_\_\_\_



(Printed, typed or stamped Commissioned name notary public)



[SPACE LEFT INTENTIONALLY BLANK]

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that

EnviroWaste Services Group, Inc

does:

(Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
\_\_\_\_\_  
Proposers Signature

11/15/14  
\_\_\_\_\_  
Date

**END OF SECTION**

SECTION 00350

**CONTRACTOR'S QUESTIONNAIRE**

Submitted to: The Mayor and Town Council of the Town of Cutler Bay, Florida:

By Enviro Waste Services Group, Inc.

Principal Office Miami, FL

How many years has your organization been in business as a General Contractor under your present business name? 13

Does your organization have current occupational licenses entitling it to do the work contemplated in this Contract? yes

State of Florida Occupational License (State type and number):  
Specialty Building Contractor 5404058

Federal I.D. No: 65-0829090

Dade County Certificate of Competency (State type and number):  
CC 1520877

Town of Cutler Bay Occupational License (State type and number):  
\_\_\_\_\_

**Please include copies of above licenses and certifications with proposal.**

How many years of experience in similar work has your organization had?

- (A) As a General Contractor 13
- (B) As a Sub-Contractor 16
- (C) What contracts has your organization completed? State below:

Contract Amount	Class of Work	When Completed	Name & Address of Owner
<u>\$ 713,000</u>	<u>Roadway Resurface</u>	<u>March 2013</u>	<u>Town of Cutler Bay</u>
<u>\$ 48,000</u>	<u>Roadway, drainage, sidewalk</u>	<u>12/10 + 12/12</u>	<u>Town of Cutler Bay</u>
<u>\$ 4,000,000</u>	<u>Drainage, Sidewalk, Sewer</u>	<u>2011</u>	<u>City of Miami Beach</u>
<u>\$ 200,000</u>	<u>Sidewalk replacement</u>	<u>2010</u>	<u>Village of Pinecrest</u>

How many years has your organization, or your concrete curb and sidewalk sub-contractor had in the actual construction of municipal, urban, decorative sidewalks and streetscapes?

7 Years

List the detailed experience below:

Name & tel. number of Owner	Project Name	Date completed
FDOT III 305-256-6330 Invoic English	Push Button Sidewalk Replacement	4/09
Village of PineCrest 305-669-6916	Sidewalk Replacement	ongoing
Town of Cutler Bay	97 Ave, Bel Air Sub Basin	12/12

Are you a Certified Disadvantaged Business Enterprise (DBE) with the State of Florida?

We are Certified "Minority, Women & Florida Veteran Business" by Florida

Have you ever failed to complete any work awarded to you? No

If so, where and why? \_\_\_\_\_

Has any officer or partner of your organization ever failed to complete a contract handled in his own name? No

If so, state name of individual, name of owner, and reason thereof:

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

In what other lines of business are you financially interested or engaged?

No  
\_\_\_\_\_  
\_\_\_\_\_

Give references as to experience, ability and financial standing.

please see attached  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What equipment do you own that is available for the proposed work and where is it located?

please see attached  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Financial Statement: \_\_\_\_\_

please see attached  
\_\_\_\_\_  
\_\_\_\_\_

What Bank or Banks have you arranged to do business with during the course of the Contract should it be awarded to you? Regions Bank

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

**I hereby certify that the above answers are true and correct.**

Name of Bidder: Proirewask Services Group, Inc

(Affix Seal)

Signature of Officer: 

Title of Officer: President

**END OF SECTION**

ITB #13-09

TOWN WIDE ROADWAY RESURFACING & SIDEWALK IMPROVEMENTS

Page 34 of 211

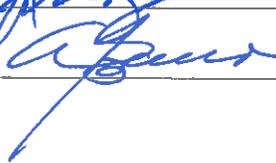


B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

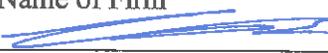
**IN WITNESS WHEREOF**, the above bounded parties have executed this instrument under their several seals, this 30th day of December, A.D., 2013, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES: (If Sole Ownership or Partnership, two (2) witnesses required)  
(If Corporation, Secretary Only will attest and affix seal)

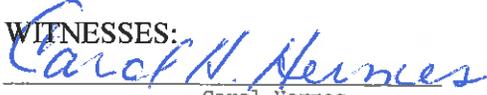
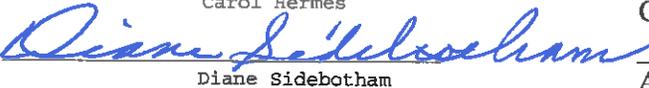
WITNESSES:

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

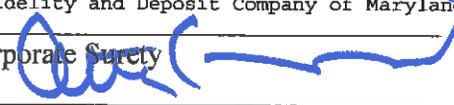
PRINCIPAL:

Envirowaste Services Group, Inc.  
\_\_\_\_\_  
Name of Firm  
  
\_\_\_\_\_  
Signature of Authorized (Affix Seal)  
President  
\_\_\_\_\_  
Title  
2nd Floor, 4 SE First Street  
\_\_\_\_\_  
Business Address  
Miami, FL 33131  
\_\_\_\_\_  
City, State & Zip Code

WITNESSES:

  
\_\_\_\_\_  
Carol Hermes  
  
\_\_\_\_\_  
Diane Sidebotham

SURETY:

Fidelity and Deposit Company of Maryland  
\_\_\_\_\_  
Corporate Surety  
  
\_\_\_\_\_  
Attorney-in-Fact (Affix Seal)  
Anett Cardinale, FL Licensed Resident Agent  
\_\_\_\_\_  
Business Address  
Contract Surety Bond Claims c/o Zurich, 1400 American Lane  
\_\_\_\_\_  
City, State & Zip Code Schaumburg, IL 60196  
\_\_\_\_\_  
Willis of Florida, Inc.  
\_\_\_\_\_  
Name of Local Insurance Agency  
Willis of Florida, Inc.  
4211 W. Boy Scout Blvd., Suite 1000. Tampa, FL 33607  
813/281-2095

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of June, A.D. 2013.

**ATTEST:**

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



By: *Eric D. Barnes*  
*Assistant Secretary*  
*Eric D. Barnes*

*Thomas O. McClellan*  
*Vice President*  
*Thomas O. McClellan*

State of Maryland  
City of Baltimore

On this 10th day of June, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

*Constance A. Dunn*

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



CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Ralph Barba, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Eduardo Barba who signed said bond on behalf of the principal, was then President of said corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

R. Barba  
Secretary (Corporate Seal)

STATE OF FLORIDA)  
  SS  
COUNTY OF                    )

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Anett Cardinale, to be well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the Fidelity and Deposit Company of Maryland and that he has been authorized by Fidelity and Deposit Company of Maryland to execute the foregoing bond on behalf of the Contractor named therein in favor of the Owner, the Town of Cutler Bay.

Sworn and Subscribed to before me this 30th day of December, 2013, A.D.

(Attach Power of Attorney to original Bid Bond)

Margaret A. Ginem  
Notary Public State of Florida at Large  
My Commission Expires:  
Margaret A. Ginem

END OF SECTION



**Local Business Tax Receipt**Miami-Dade County, State of Florida  
-THIS IS NOT A BILL - DO NOT PAY**LBT**

3961266

**BUSINESS NAME/LOCATION**  
ENVIROWASTE SERVICES GROUP INC  
4 SE 1 ST 2 FLOOR  
MIAMI FL 33131**RECEIPT NO.**  
**RENEWAL**  
**4134060****EXPIRES**  
**SEPTEMBER 30, 2014**Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10**OWNER**  
ENVIROWASTE SERVICES GROUP INC  
Employee(s) 5**SEC. TYPE OF BUSINESS**  
213 SERVICE BUSINESS**PAYMENT RECEIVED**  
**BY TAX COLLECTOR**  
\$45.00 09/10/2013  
CREDITCARD-13-007995

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or non-governmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-27b.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

**Local Business Tax Receipt**Miami-Dade County, State of Florida  
-THIS IS NOT A BILL - DO NOT PAY**LBT**

5404058

**BUSINESS NAME/LOCATION**  
ENVIROWASTE SERVICES GROUP INC  
4 SE 1 ST 2 FLOOR  
MIAMI FL 33131**RECEIPT NO.**  
**RENEWAL**  
**5643243****EXPIRES**  
**SEPTEMBER 30, 2014**Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10**OWNER**  
ENVIROWASTE SERVICES GROUP INC  
Worker(s) 3**SEC. TYPE OF BUSINESS**  
196 SPECIALTY BUILDING CONTRACTOR  
CGC1507453**PAYMENT RECEIVED**  
**BY TAX COLLECTOR**  
\$45.00 09/10/2013  
CREDITCARD-13-007991

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STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

BARBA, EDUARDO JOSE  
ENVIROWASTE SERVICES GROUP, INC.  
4 SE 1 STREET  
2ND FLOOR  
MIAMI

FL 33131

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

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

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



STATE OF FLORIDA AC# 6314561  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION

CGC1520877 08/29/12 120079223

CERTIFIED GENERAL CONTRACTOR  
BARBA, EDUARDO JOSE  
ENVIROWASTE SERVICES GROUP, INC.

IS CERTIFIED under the provisions of Ch. 489 FS  
Expiration date: AUG 31, 2014 L12082900805

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK • PATENTED PAPER

AC# 6314565

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12082900805

DATE	BATCH NUMBER	LICENSE NBR
08/29/2012	120079223	CGC1520877

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2014

BARBA, EDUARDO JOSE  
ENVIROWASTE SERVICES GROUP, INC.  
4 SE 1 STREET  
2ND FLOOR  
MIAMI

FL 33131

RICK SCOTT  
GOVERNOR

KEN LAWSON  
SECRETARY

DISPLAY AS REQUIRED BY LAW



## COMPANY INFORMATION

EnviroWaste Services Group, Inc.  
4 SE 1<sup>st</sup> Street, 2<sup>nd</sup> Floor, Miami, FL 33131  
(305) 637-9665, Fax (305) 637-9659, (877) 637-9665  
License: # QB 32296  
CGC 1520877

## COMPANY EXPERIENCE / QUALIFICATIONS CONSTRUCTIONS

- **Project Name:** Town of Cutler Bay, Fl.  
**Project Title:** 97 Ave Drainage Improvements  
**Budget:** \$ 238,475.00  
**Time period:** September 2012- December 2012  
**Synopsis:** Milling and installing 1300 sy asphalt, install 14 drains, raise manholes, install 900 lf of 18-24" pipe, install 300 lf of french drain, signing and pavement markings, 200 lf of 5' wide sidewalk.  
**Contact:** Alfredo Quintero Jr. EI, CFM, CGC, CCC Ph: 305-234-4262  
Fax: 305-234-4251 [aquintero@cutlerbay-fl.gov](mailto:aquintero@cutlerbay-fl.gov)
- **Project Name:** Town of Cutler Bay, Fl.  
**Project Title:** Roadway Resurfacing Phase I & II  
**Budget:** \$ 713,000  
**Time period:** September 2012- March 2013  
**Synopsis:** Milling and resurfacing and striping of 100,000 sy asphalt.  
**Contact:** Alfredo Quintero Jr. EI, CFM, CGC, CCC Ph: 305-234-4262  
Fax: 305-234-4251 [aquintero@cutlerbay-fl.gov](mailto:aquintero@cutlerbay-fl.gov)
- **Project Name:** Town of Cutler Bay, Fl.  
**Project Title:** Bel Aire SubBasin 8  
**Budget:** \$ 225,000  
**Time period:** August 2010-December 2010  
**Synopsis:** Milling and installing 7133 sy asphalt, install 19 drains, raise manholes, install 262 lf of 18-24" pipe, install 360 lf of french drain, signing and pavement markings.  
**Contact:** Alfredo Quintero Jr. EI, CFM, CGC, CCC Ph: 305-234-4262  
Fax: 305-234-4251 [aquintero@cutlerbay-fl.gov](mailto:aquintero@cutlerbay-fl.gov)
- **Project Name:** Town of Cutler Bay, Fl.  
**Project Title:** Cutler Ridge Parking Lot  
**Budget:** \$ 160,000  
**Time period:** August 2010-December 2010

**Headquarters:** 4 SE 1<sup>st</sup> Street, 2<sup>nd</sup> Floor, Miami, FL 33131 \* (877) 637-9665 \* F (305) 637-9659  
**Offices:** Miami, FL \* Orlando, FL \* Dallas, TX \* Houston, TX  
[www.envirowastesg.com](http://www.envirowastesg.com) \* email: [info@envirowastesg.com](mailto:info@envirowastesg.com)



**Synopsis:** Milling and installing asphalt, install 8 drains, install French drain, signing and pavement markings.

**Contact:** Alfredo Quintero Jr. EI, CFM, CGC, CCC Ph: 305-234-4262  
Fax: 305-234-4251 [aquintero@cutlerbay-fl.gov](mailto:aquintero@cutlerbay-fl.gov)

- **Project Name:** Town of Cutler Bay, FL  
**Project Title:** Stop Bar Striping City Wide  
**Budget:** \$ 78,000  
**Time period:** September 2009-Current  
**Synopsis:** Installing 520, 24" Stop Bars with 50' Double Yellow Striping with RPMs at stop signs when required.  
**Contact:** Alfredo Quintero Jr. EI, CFM, CGC, CCC Ph: 305-234-4262  
Fax: 305-234-4251 [aquintero@cutlerbay-fl.gov](mailto:aquintero@cutlerbay-fl.gov)
- **Project Name:** City of Hollywood, FL  
**Project Title:** Gravity Sewer System Condition Assessment 7060A  
**Budget:** \$ 1,170,000  
**Time period:** 2009 – 2012  
**Synopsis:** ESG has been contracted to provide sanitary sewer point repairs in the motoring public roadway. The average point repair is 7' deep and 12' in length. Complete restoration is then done, including asphalt. 350 point repairs ranging in pipe diameter from 6" to 18" have been performed.  
**Contact:** James Mortel Ph: 954-921-3930  
[jmortel@hollywoodfl.org](mailto:jmortel@hollywoodfl.org)
- **Project Name:** City of Miami Beach, FL  
**Project Title:** SSES  
**Budget:** \$ 3,950,000  
**Time period:** 2009-2011  
**Synopsis:** ESG has been contracted to locate and repair defecincies in the City of Miami Beach's waste water and storm water system. Point repairs were performed, manholes were replaced, paving, curb and gutter, asphalt, well points, dewatering.  
**Contact:** Mike Alvarez Ph: 786-367-6109 Fax: 305-673-7073  
[MikeAlvarez@miamibeachfl.gov](mailto:MikeAlvarez@miamibeachfl.gov)
- **Project Name:** City of Miami Beach, FL  
**Project Title:** Licoln Road West Street End Improvements and Seawall  
**Budget:** \$ 750,000  
**Time period:** 2010  
**Synopsis:** ESG has been contracted to renovate the west street end of Lincoln Road in the City of Miami Beach. The work includes the installation of a new outfall, relocation of a fire hydrant, installation of brick pavers, sidewalk, curb and gutter, asphalt, pouring a new seawall cap and sheet piles, landscape as well as all new street and landscape lighting.  
**Contact:** Aaron Sinnes Ph: 305-898-8100

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[aaronsinnes@gmail.com](mailto:aaronsinnes@gmail.com)

- **Project Name:** City of Miami Beach, FL  
**Project Title:** Horizontal Job Order Contract  
**Budget:** \$ 10,000,000  
**Time period:** April 2008 – April 2013  
**Synopsis:** ESG has been contracted to provide horizontal general contracting services for the City of Miami Beach including sewer rehabilitation, point repairs, demolition, drainage, paving, sidewalks, curbs, gutters, excavation, water main installation, pipe laying, seawall construction, etc.  
**Contact:** Mike Alvarez Ph: 305-673-7000 Fax: 305-673-7073  
[MikeAlvarez@miamibeachfl.gov](mailto:MikeAlvarez@miamibeachfl.gov)
- **Project name:** S-782 Lateral Sewer Testing – 2005-2007  
**Location:** Miami-Dade Water & Sewer Department  
**Budget:** \$ 3,300,000 (completed at \$ 2,450,000)  
**Time period:** 2 years  
**Synopsis:** ESG was contracted to test approximately 6,000 sanitary sewer service lateral connections in 40 lift stations throughout Miami-Dade County. The lines were tested using the pressure test and/or the smoke test method. The laterals which did not have clean outs were excavated and later restored. 1,298 laterals were excavated.  
**Contact:** Miguel Pichardo 786-258-2573
- **Owner:** FDOT District VI – Miami, FL  
**Project Title:** Sidewalk Repair  
**Budget:** \$ 200,000  
**Time period:** August 2008 – August 2011  
**Scope:** ESG has been contracted to provide sidewalk repair for the Florida Department of Transportation.
- **Owner:** Village of Pinecrest, FL  
**Project Title:** Sidewalk Repair  
**Budget:** \$ 100,000  
**Time period:** March 2009 – August 2009  
**Scope:** ESG has been contracted to provide sidewalk repair for the Village of Pinecrest.
- **Owner:** Town of Miami Lakes, FL  
**Project Title:** Cowpen Road  
**Budget:** \$ 175,000  
**Time period:** October 2008 – December 2008  
**Scope:** Installation of 12 storm drains, french drains and new asphalt.

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

### **MISC**

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

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**Offices: Miami, FL \* Orlando, FL \* Dallas, TX \* Houston, TX**  
**www.envirowastesg.com \* email: [info@envirowastesg.com](mailto:info@envirowastesg.com)**

# State of Florida

## Minority, Women & Florida Veteran Business Certification

EnviroWaste Services Group, Inc.

Is certified under the provisions of  
287 and 295.187, Florida Statutes for a period from:

03/04/2013 to 03/04/2015



DEPARTMENT OF MANAGEMENT  
SERVICES

  
Craig J. Nichols, Secretary  
Florida Department of Management Services





## COMPANY EQUIPMENTS

#	ID	TYPE	MAKE	MODEL	COLOR	YEAR	TAG	VIN	FUEL
1	100	ROLL-OFF	MACK		BLUE	1985	M3096S	1M2B120C8FA055161	DIESEL
2	101	HEAVY TRUCK	FORD	L-8000	YELLOW	1992	N3888L	1FDYU82A9NVA04145	DIESEL
3	112	FLAT BED	FORD	L-8501	WHITE	1996	N8623P	1FDXH81E4TVA07679	DIESEL
4	116	VAC-CON	FORD		WHITE	1998	N2286P	1FDYN80F7WVA40395	DIESEL
5	126	VACTOR	STERLING	SL7500	WHITE	2004	N8624P	2FZHATAK64AL76085	DIESEL
6	127	VACTOR	STERLING		WHITE	2005	N7057F	2FZHATDC05AN67474	DIESEL
7	132	VACTOR	STERLING	LT7500	WHITE	2005	N9156H	2FZHATDC45AU85067	DIESEL
8	134	VACTOR	STERLING	LT7501	WHITE	2006	N5809J	2FZHATDCX6AV69217	DIESEL
9	136	VAC-CON	INTERNATIONAL	7400	WHITE	2006	M7077P	1HTWHAAT86J253378	DIESEL
10	137	VACTOR	INTERNATIONAL	7400	WHITE	2006	N5808J	1HTWGAZT86J293063	DIESEL
11	139	VACTOR	STERLING	LT7500	WHITE	2006	N3424K	2FZHATDC96AV69225	DIESEL
12	141	VACTOR	STERLING	LT7500	WHITE	2006	N8482K	2FZHATDC46AW65909	DIESEL
13	142	VACTOR	STERLING	LT7501	WHITE	2006	N8678L	2FZHATDC06AW65910	DIESEL
14	143	VACTOR	STERLING	LT7501	WHITE	2006	N8679L	2FZHATDC76AW65421	DIESEL
15	144	ROLL-OFF	STERLING	LT9500	WHITE	2007	N5592L	2FZHAZCV77AX37791	DIESEL
16	145	VACTOR	STERLING	LT9500	WHITE	2007	N8722L	2FZHAZDE87AW65434	DIESEL
17	146	VACTOR	STERLING	LT9500	WHITE	2007	N6136R	2FZHAZDE07AW65766	DIESEL
18	147	VACTOR	STERLING	LT9513	WHITE	2007	N5956M	2FZHAZDE27AW65767	DIESEL
19	148	WATER TANK	FORD JET TRUCK		WHITE	1991	X6961G	1FDXK84POMVA36354	DIESEL
20	149	VACTOR	STERLING	LT9513	WHITE	2006	N5959M	2FZHAZDE56AW65714	DIESEL
21	150	VACTOR	STERLING	LT7500	WHITE	2007	N2890N	2FZHATDC87AX52875	DIESEL
22	151	VACTOR	STERLING	LT7500	WHITE	2007	N2892N	2FZHATDC67AX52874	DIESEL
23	152	VACTOR	STERLING	LT7500	WHITE	2007	N2891N	2FZHATDC07AX52658	DIESEL
24	153	VACTOR	INTERNATIONAL	7400	WHITE	2007	N2903N	1HTWGAZT571564811	DIESEL
25	154	VACTOR	INTERNATIONAL	4300	WHITE	2009	M0290X	1HTMMAAL89H145468	DIESEL
26	155	VACTOR	INTERNATIONAL	4300	WHITE	2009	M0270X	1HTMMAAL69H145470	DIESEL
27	156	VACTOR	INTERNATIONAL	4300	WHITE	2009	M0280X	1HTMMAALX9H145469	DIESEL
28	157	VAC-CON	STERLING	L9500	WHITE	2002	N6487P	2FZHAZAS62AK52978	DIESEL
29	158	DUMP TRUCK	FORD	LT9513	WHITE	1997	N6490P	1FDZS96T0VVA18608	DIESEL



#	ID	TYPE	MAKE	MODEL	COLOR	YEAR	TAG	VIN	FUEL
30	159	DUMP TRUCK	PETERBILT	330TA	RED	2001	2629GA	2NPNLD9X21M565786	DIESEL
31	205	TRUCK	TOYOTA	TUNDRA	RED	2000	131XDA	5TBBT4418YS047904	GAS
32	206	TRUCK	FORD	F-350	GREEN	2000	U326YN	1FTWX33FXEAE68103	DIESEL
33	207	TRUCK	TOYOTA	TUNDRA	GREEN	2001	X682IG	5TBJN32131S128253	GAS
34	208	TRUCK	FORD	F-150	SILVER	2005	P556MW	1FTRF12255NB84436	GAS
35	209	TRUCK	FORD	F-150	GREY	2005	P559MW	1FTRF12255NC00795	GAS
36	211	TRUCK	FORD	F-350	WHITE	2006	S556ZY	1FTWW32P36EB63919	DIESEL
37	212	TRUCK	TOYOTA	TUNDRA	Blue	2006	T515YT	5TBRF34136S478365	GAS
38	213	TRUCK	FORD	F-350	WHITE	2001	AMP118	1FTWW33F21ED60577	DIESEL
39	214	TRUCK	FORD	F-150	WHITE	2007	0611PN	1FTRF12287NA41130	GAS
40	215	TRUCK	FORD	F-150	WHITE	2007	0671PN	1FTRF12277NA61496	GAS
41	216	TRUCK	FORD	F-150	WHITE	2007	0661PN	1FTRF12297NA78509	GAS
42	217	TRUCK	FORD	F-150	WHITE	2007	0631PN	1FTRF12257NA48777	GAS
43	218	TRUCK	FORD	F-150	WHITE	2007	0691PN	1FTRF12257KC86694	GAS
44	219	TRUCK	FORD	F-150	WHITE	2007	0681PN	1FTRF12267KC61948	GAS
45	220	TRUCK	FORD	F-150	WHITE	2007	0621PN	1FTRF12207NA69374	GAS
46	221	TRUCK	FORD	F-150	WHITE	2007	0651PN	1FTRF12227NA66489	GAS
47	222	TRUCK	FORD	F-150	WHITE	2007	0641PN	1FTRF12227KB93941	GAS
48	223	TRUCK	FORD	F-150	WHITE	2007	H834KG	1FTRF12207KD46025	GAS
49	224	TRUCK	FORD	F-150	WHITE	2007	AMNA14	1FTRF12217NA75944	GAS
50	225	TRUCK	FORD	F-150	WHITE	2007	390IUE	1FTRF12237NA78621	GAS
51	226	TRUCK	FORD	F-150	WHITE	2007	H580KE	1FTRF12227KD51825	GAS
52	227	SUV	CADILLAC	ESCALADE	GOLD	2004	W894FN	3GYEK62N04G187263	Gas
53	228	TRUCK	DODGE	CARAVAN	WHITE	2006	636WXV	1D4GP25B76B620568	GAS
54	230	TRUCK	FORD	F-350 XL	WHITE	2007	2630GA	1FTWW32P67EA21453	DIESEL
55	231	TRUCK	FORD	F-550	WHITE	1999	2627GA	1FDAF56F3XEA77319	DIESEL
56	232	CARGO VAN	CHEVROLET		WHITE	2001	818YLF	1GCHG39R311123756	GAS
57	233	TRUCK	FORD	F-350 XL	WRITE	2006	817YLF	1FDWW36P56ED00140	DIESEL
58	301	TV TRUCK	FORD	E-450	WRITE	2003	891HVS	1FDXE45F23HB85626	DIESEL
59	302	TV TRUCK	FORD	F-550	WHITE	2000	Q773RJ	1FDAF56F5YEB20852	DIESEL
60	303	TV TRUCK	FORD	E-450	WHITE	1998	V708IZ	1FDXE47F3WHB98130	DIESEL



#	ID	TYPE	MAKE	MODEL	COLOR	YEAR	TAG	VIN	FUEL
61	304	CAB CHASSI	GMC		WHITE	1996	V707IZ	1GDKP32R4T3500601	GAS
62	305	HEAVY TRUCK	INTERNATIONAL	4300	WHITE	2006	811JVT	1HTMMAAM76H239572	DIESEL
63	306	TV TRUCK	FORD	E-450	WHITE	2008	600KMQ	1FDXE45P38DA38836	DIESEL
64	307	TV TRUCK	FORD	E-450	WHITE	2006	995KMP	1FDXE45P36DB37539	DIESEL
65	308	TV TRUCK	FORD	E-450	WHITE	2008	2600GA	1FDWE45P68DB04081	DIESEL
66	309	TV TRUCK	FORD	E-450	WHITE	2008	659VER	1FDAF56R58ED86978	DIESEL
67	310	TV TRUCK	FORD	F-650	WHITE	2008	658VER	3FRWF65C68V668017	DIESEL
68	311	TV TRUCK	FORD	E-450	WHITE	2008	6600GA	1FDWE45P28DB52810	DIESEL
69	313	CARGO VAN	GMC		WHITE	1993	725XDG	1GDJ6S1P6PJ508371	
70	401	COMPRESSOR	SULLAIR		GREEN	1999	X679IG	004129640	DIESEL
71	402	COMPRESSOR	SULLAIR		GREEN	1999	X68OIG	004128307	DIESEL
72	404	SKID STEER	J-DEERE		YELLOW	2006		TOO320A110159	DIESEL
73	405	BACKHOE	J-DEERE		YELLOW	2006		T0310GX952694	DIESEL
74	406	EXCAVATOR	HITACHI		ORANGE	2006		FFO1MBQ2335957	DIESEL
75	407	EXCAVATOR	CATERPILLAR		YELLOW			Cat 03025A4AZ04954	DIESEL
76	408	FORKLIFT	YALE			2000		GLCO50TGNJAE082	
77	409	BOBCAT	CATERPILLAR		YELLOW			CAT02528LSCPO2768	
78	410	EXCAVATOR	CATERPILLAR		YELLOW			CAT0305CTHWJO1068	
79	411	PUMP	ENGINE MASTER	6"	BLUE		2705-3	EMGRT1	
80	501	TRAILER	ASPT	ALL-PRO		2003	838JUX	NOVIN0200499016	
81	502	TRAILER	ANDERSON			2004	W079EB	4YNBN16294C022097	
82	503	TRAILER	HOOPER			2005	423XDG	4TOFB253551004307	
83	504	TRAILER	HAULMARK			2006	5528NZ	16HCB12116G081147	
84	505	TRAILER	EXPRESS			2005	132XDA	5GLBE20225C000121	
85	506	TRAILER	HARBEN			2001	U249YS	1U9FS13191A044778	
86	507	TRAILER	HAULMARK		WHITE	2006	W613EN	16HGB28216G084895	
87	508	TRAILER	HOOPER		BLACK	2006	425XDG	4TOFB182361000741	
88	509	TRAILER	EAGER BEAVER			2007	2628GA	112HAN3087L073430	
89	510	TRAILER	LARK	VT8.5X20TA	WHITE	2010	ADSI37	57TBE2029AD0018819	
90	511	TRAILER	EAGER BEAVER	20 TON - 21.8 FT	YELLOW	2000	816YLF	112HSV326YL054432	
91	512	TRAILER	TORINO		GREY	2010	0331		



**FINANCIAL STATEMENTS AND  
INDEPENDENT AUDITORS' REPORT**

**Envirowaste Services Group, Inc.**

**December 31, 2012**

## **C O N T E N T S**

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**HERNANDEZ & TACORONTE, P.A.**  
Certified Public Accountants

## **INDEPENDENT AUDITORS' REPORT**

To the Board of Directors of  
Envirowaste Services Group, Inc.

### **Report on the Financial Statements**

We have audited the accompanying financial statements of Envirowaste Services Group, Inc., which comprise the balance sheet as of December 31, 2012, and the related statements of income, stockholder's equity and cash flows for the year then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

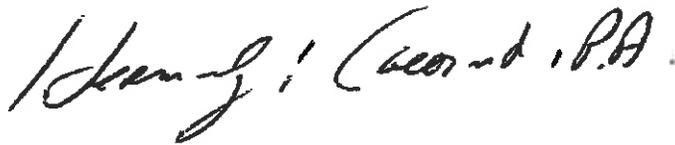
We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Envirowaste Services Group, Inc. as of December 31, 2012 and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information presented in the accompanying Schedules I, II, III and IV is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.



Miami, Florida  
April 5, 2013

Envirowaste Services Group, Inc.

**BALANCE SHEET**

December 31, 2012

**ASSETS**

**CURRENT ASSETS**

Cash	\$ 539,468
Contracts receivable	1,738,582
Other receivables and assets	27,718
Costs and estimated earnings in excess of billings on uncompleted contracts	<u>66,597</u>

Total current assets 2,372,365

**PROPERTY AND EQUIPMENT, NET**

3,953,636

**OTHER ASSETS**

6,869

Total assets \$ 6,332,870

**LIABILITIES AND STOCKHOLDERS' EQUITY**

**CURRENT LIABILITIES**

Accounts payable and accrued expenses	\$ 1,097,427
Billings in excess of cost and estimated earnings on uncompleted contracts	84,589
Current portion of long-term debt	<u>851,329</u>

Total current liabilities 2,033,345

**LOAN PAYABLE**

1,521,412

**NOTE PAYABLE – RELATED PARTY**

392,327

**STOCKHOLDERS' LOAN**

225,000

**STOCKHOLDERS' EQUITY**

Common stock – \$1.00 par value, 100 shares authorized, issued and outstanding	100
Paid-in capital	900
Retained earnings	<u>2,159,786</u>

Total stockholders' equity 2,160,786

Total liabilities and stockholders' equity \$ 6,332,870

The accompanying notes are an integral part of this statement.

Envirowaste Services Group, Inc.

**STATEMENT OF INCOME AND RETAINED EARNINGS**

For the year ended December 31, 2012

Contract revenues earned	\$ 11,048,146
Cost of revenues earned	<u>8,629,819</u>
<b>Gross profit</b>	2,418,327
General and administrative expenses	<u>1,991,990</u>
<b>Income from operations</b>	426,337
Other (expenses) income	
Interest expense	(186,190)
Other income	<u>9,360</u>
	<u>(176,830)</u>
<b>NET INCOME</b>	249,507
Retained earnings at January 1, 2012	2,378,465
Distributions	<u>(468,186)</u>
Retained earnings at December 31, 2012	<u>\$ 2,159,786</u>

The accompanying notes are an integral part of this statement.

Envirowaste Services Group, Inc.  
**STATEMENT OF CASH FLOWS**  
For the year ended December 31, 2012

<b>Cash flows from operating activities</b>	
Net income	\$ 249,507
Adjustments to reconcile net loss to net cash provided by operating activities	
Depreciation	448,112
Change in assets and liabilities	
(Increase) Decrease in:	
Contracts receivable	56,653
Costs and estimated earnings in excess of billings on uncompleted contracts	128,459
Other receivables	3,303
Increase (Decrease) in:	
Accounts payable	139,805
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>54,727</u>
Net cash provided by operating activities	<u>1,080,566</u>
<b>Cash flows from investing activities</b>	
Purchase of fixed assets	<u>(283,553)</u>
Net cash used in investing activities	<u>(283,553)</u>
<b>Cash flows from financing activities</b>	
Note payable	(550,000)
Distributions	(468,186)
Net financing on notes payable	910,287
Pay-down on line of credit	<u>(1,000,000)</u>
Net cash used in financing activities	<u>(1,107,899)</u>
<b>DECREASE IN CASH</b>	(310,886)
Cash at January 1, 2012	<u>850,354</u>
Cash at December 31, 2012	\$ <u>539,468</u>
<b><u>Supplemental cash flow information:</u></b>	
Cash paid for interest	\$ <u>186,190</u>

The accompanying notes are an integral part of this statement.

Envirowaste Services Group, Inc.

**NOTES TO FINANCIAL STATEMENTS**

December 31, 2012

**NOTE A – ORGANIZATION AND NATURE OF OPERATIONS**

Envirowaste Services Group, Inc. is a Florida corporation incorporated in February of 1998. The company specializes in the cleaning, video inspection, and rehabilitation of sanitary and storm sewers and horizontal construction.

The length of contracts varies but is typically between three and five years. In accordance with normal practice in the construction industry, the Company includes asset and liability accounts relating to construction contracts in current assets and liabilities even when such amounts are realizable or payable over a period in excess of one year.

**NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Revenue Recognition**

The Company recognizes revenues on contracts using the percentage-of-completion method. Under this method, the percentage of contract revenue to be recognized currently is computed as that percentage of estimated total revenue that incurred costs to date bear to total estimated costs, after giving effect to the most recent estimates of cost to complete. It is reasonably possible that changes in cost and revenue estimates may occur in the near term. Revisions in cost and revenue estimates are reflected in the period in which the facts which require the revision become known. When the revised cost estimates indicate a loss on an individual contract, the total estimated loss is provided for currently in its entirety without regard to the percentage of completion.

Contract costs include direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, equipment rental, repairs, and subcontractor costs. Selling, general and administrative expenses are charged to operations as incurred.

The asset, "costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The liability, "billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized.

**Concentration of Credit Risk**

The Company maintains its cash balances in financial institutions in Miami, Florida. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. From time to time, the Company has balances in excess of FDIC insurance coverage.

Accounts receivable are primarily from municipalities, FDOT and private clients. The Company performs ongoing evaluations of its trade accounts receivable customers and monitors its exposure for credit losses.

Envirowaste Services Group, Inc.  
**NOTES TO FINANCIAL STATEMENT - CONTINUED**  
December 31, 2012

**NOTE B – Continued**

**Depreciation**

Depreciation is computed by the straight-line method over the useful lives of the assets.

**Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**NOTE C – INCOME TAXES**

The Company uses the percentage of completion method of reporting income from long-term construction contracts and for financial statement purposes.

The Company has elected to be treated as a Subchapter S-Corporation. As an S-Corporation, the Company passes through items of income and expense to the stockholders each year, and thus pays no federal corporate income tax itself. However, the Company generally distributes funds to the shareholders through bonuses and/or capital distributions to pay income taxes attributable to corporate earnings.

At December 31, 2012, current federal income tax liabilities passed through to the shareholders using an estimated effective rate of 30% are summarized as follows:

Estimated taxable income pass-through to stockholders	\$ 125,000
Estimated effective tax rate	<u>30%</u>
Estimated stockholders' current tax liability	37,500
Less: estimated tax deposits and credits	<u>-</u>
Net stockholders' current federal tax liability	<u>\$ 37,500</u>

Management intends to disburse approximately \$37,500 to the stockholders subsequent to year-end to pay income taxes.

Envirowaste Services Group, Inc.

**NOTES TO FINANCIAL STATEMENT - CONTINUED**

December 31, 2012

**NOTE D – CONTRACTS RECEIVABLE**

At December 31, 2012, contracts receivable billed were as follows:

Billed		
Completed contracts	\$	685,096
Contracts in progress		
Due	\$ 852,927	
Retainage	<u>200,559</u>	<u>1,053,486</u>
		<u>\$ 1,738,582</u>

These receivables are aged as follows:

0 – 30 days	\$	728,803
31 – 60 days		461,385
61 – 90 days		132,171
Over 90 days		215,664
Retainage		<u>200,559</u>
		<u>\$ 1,738,582</u>

The Company collected approximately \$1,379,702 of the receivables through April 5, 2013. Of this amount, \$104,835 was for over 90 days.

**NOTE E – COST AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS**

Costs incurred on uncompleted contracts	\$ 4,099,965
Estimated earnings	<u>1,468,998</u>
	5,568,963
Less billings to date	<u>5,586,955</u>
	<u>\$ (17,992)</u>

Presented in the accompanying balance sheet under the following captions:

Cost and estimated earnings in excess of billings on uncompleted contracts	\$ 66,597
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>(84,589)</u>
	<u>\$ (17,992)</u>

Envirowaste Services Group, Inc.

NOTES TO FINANCIAL STATEMENT - CONTINUED

December 31, 2012

**NOTE F – PROPERTY AND EQUIPMENT**

Property and equipment consisted of the following at December 31, 2012:

Office equipment	\$ 60,984
Machinery and equipment	424,878
Trucks and automobiles	<u>8,003,862</u>
	8,489,724
Less accumulated depreciation	<u>4,536,088</u>
	<u>\$ 3,953,636</u>

Depreciation expense for the year ended December 31, 2012 amounted to \$448,112.

**NOTE G – LONG-TERM DEBT**

The Company financed equipment with several installments loans payable in monthly installments totaling approximately \$88,430 including interest at rates ranging from 1.60% to 5.40%. At December 31, 2012, the principal payments due for each of the next five years and in the aggregate were:

2013	\$ 851,329
2014	899,067
2015	622,345
2016	-
2017	-
Thereafter	-
	<u>2,372,741</u>
Current maturity	<u>851,329</u>
Long-term maturity	<u>\$ 1,521,412</u>

**NOTE H – ASSIGNMENT OF RIGHTS AND PROPERTY UNDER INDEMNITY AGREEMENT**

In order to procure a bonding line, the Company has assigned certain rights and property collateral to secure its obligations under the indemnity agreement. These rights consist principally of rights under construction contracts, subcontracts, insurance policies and legal claims. The property assigned consists of all property and equipment, cash and accounts receivable.

Envirowaste Services Group, Inc.

NOTES TO FINANCIAL STATEMENT CONTINUED

December 31, 2012

**NOTE I – COMMITMENTS**

The Company leases facilities under five operating leases, four expiring in May 2013, June 2013, January 2014 and June 2015, and the other on a month-to-month basis. At December 31, 2012, the remaining minimum lease payments due for each of the next three years and in the aggregate were:

2013	\$ 90,455
2014	23,275
2015	<u>10,800</u>
	\$ <u>124,530</u>

The Company is guarantor on an affiliate's loan amounting to \$902,839 at December 31, 2012.

**NOTE J – BACKLOG**

The following schedule summarizes changes in backlog on contracts during the year ended December 31, 2012. Backlog represents the amount of revenue the Company expects to realize from uncompleted contracts in progress at period end and from contractual agreements on which work has not yet begun:

Balance at January 1, 2012	\$ 5,195,938
New contracts	<u>12,744,727</u>
	17,940,665
Less: revenues earned during the period	<u>11,048,146</u>
Balance at December 31, 2012	\$ <u>6,892,519</u>

**NOTE K – NOTE PAYABLE – RELATED PARTY**

At December 31, 2012, long-term debt includes a Note Payable to a former Company's stockholder in the amount of \$392,327, maturing in September 2021, payable in monthly installments of \$5,207 that include capital and interest at 8.0%.

**Envirowaste Services Group, Inc.**

**NOTES TO FINANCIAL STATEMENT CONTINUED**

**December 31, 2012**

**NOTE L – SUBSEQUENT EVENTS**

In preparing the financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through April 5, 2013, the date the financial statements were available to be issued.

## **SUPPLEMENTARY INFORMATION**

Envirowaste Services Group, Inc.

**SCHEDULE I - ANALYSIS OF EARNINGS FROM CONTRACTS**

For year ended December 31, 2012

	<u>Revenues Earned</u>	<u>Cost of Revenues</u>	<u>Gross Profit</u>	<u>Gross Profit 2011</u>
Completed Contracts	\$ 5,824,932	\$ 4,823,741	\$ 1,001,191	\$ 511,477
Contracts in Progress	5,223,214	3,806,078	1,417,136	51,862
	<u>\$ 11,048,146</u>	<u>\$ 8,629,819</u>	<u>\$ 2,418,327</u>	<u>\$ 563,339</u>