

**TOWN OF CUTLER BAY**

**PUBLIC WORKS DEPARTMENT  
INVITATION TO BID  
ITB # 19-08**

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**MISCELLANEOUS ROADWAY AND  
DRAINAGE IMPROVEMENTS**

**BID DUE DATE & TIME**

**Thursday, August 8, 2019 at 3:00 PM**

**MANDATORY "PRE-BID" MEETING DATE & TIME:**

**Tuesday, July 9, 2019 at 10:00 AM**

**SECTION 00300**

**PROPOSAL**

**MISCELLANEOUS ROADWAY AND DRAINAGE 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. 7197342

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

Addendum No. 1 Dated: 8/2/19 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 5% of bid amount

\_\_\_\_\_ Dollars

( \_\_\_\_\_ ), made payable to the Town of Cutler Bay, Florida.

EnviroWaste Services Group, Inc L.S.

(Name of Bidder) (Affix Seal)

\_\_\_\_\_ L.S.

Signature of Officer

President L.S.

(Title of Officer)

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MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS

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Address: 18001 Old Cutler Rd, #554City: Palmetto Bay State: Florida

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

Julio Fojon 18001 Old Cutler Rd, #554 Miami, Fl. 33157

Paul Quentel 18001 Old Cutler Rd, #554 Miami, Fl. 33157

Roger Rezende 18001 Old Cutler Rd, #554 Miami, Fl. 33157

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

Julio Fojon, President

#### **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 OF CLASS      | NAME OF SUB-CONTRACTOR | ADDRESS OF WORK |
|------------------------|------------------------|-----------------|
| Asphalt paving         | H & J Paving           | Townwide        |
| Thermoplastic striping | One Way Striping       | Townwide        |
|                        |                        |                 |

**MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS**

**Town of Cutler Bay, Florida**  
**Town Project No. ITB # 19-08**

**BID FORM**

The following Bid is presented to assist the Town in evaluating the Bid. The Total Bid Amount will include all items described in the Bid Documents. Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, swale restoration, clearing and grubbing, demolition, debris removal, disposal, root pruning, preparation, compaction, restoration, temporary striping, inlet protection (Baled Hay, Straw, or Filter Fabric), 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 thereof.

Payment shall be made on the basis of Work actually performed and completed. This will be a work order type of contract providing Miscellaneous Roadway and Drainage Improvements throughout the Town on an as needed basis.

| ITEM                 | DESCRIPTION  | QTY | UNIT | UNIT PRICE  | AMOUNT      |
|----------------------|--|-----|------|-------------|-------------|
| <i>General Items</i> |  |     |      |             |             |
| 101-1                | Project Mobilization                                 | 1   | L.S. | \$.01       | \$.01       |
| 101-2                | Emergency Response                                   | 1   | EA.  | \$.01       | \$.01       |
| 102-1                | Maintenance of Traffic & Access                      | 1   | L.S. | .01         | .01         |
| 119-01               | Driveway Restoration (Concrete/Stamped)              | 1   | S.Y. | 50.00       | 50.00       |
| 119-02               | Driveway Restoration (Pavers)                        | 1   | S.Y. | 25.00       | 25.00       |
| 160-4                | Type B Stabilized Sub-Base (12" Thick, LBR 40)       | 1   | S.Y. | 15.50       | 15.50       |
| 21 0-1-2-PH2         | Limerock Base (8" Thick) Single Course Primed        | 1   | S.Y. | 17.50       | 17.50       |
| 327-70-1             | Milling Existing Asphalt Pavement (1" Average Depth) | 1   | S.Y. | <b>3.99</b> | <b>3.99</b> |
| 331-2                | Type S Asphaltic Concrete (As Directed)              | 1   | S.Y. | 7.99        | 7.99        |
| 337                  | Type S-III Asphalt Overlay (1")                      | 1   | TN.  | 180.00      | 180.00      |

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|             |  |   |      |         |         |
|-------------|--|---|------|---------|---------|
| 337         | Type S-III Asphalt Leveling Course   | 1 | TN.  | 180.00  | 180.00  |
| 334-2-13    | Type SP-9.5 Structural Course (2" Thick)   | 1 | TN.  | 175.00  | 175.00  |
| 334-2-23    | Type FC-9.5 Friction Course (1" Thick)   | 1 | TN.  | 175.00  | 175.00  |
| 380-1       | Asphaltic Concrete Patch (Includes limerock base (min 8" thick), tack coat, & hotmix asphalt (min 3" thick)) | 1 | S.F. | 75.00   | 75.00   |
| 425-1-361   | Curb Inlet Type P-6 ( 10')   | 1 | EA.  | 2750.00 | 2750.00 |
| 425-1-204   | Curb Inlet Type P-9 ( 10')   | 1 | EA.  | 2350.00 | 2350.00 |
| 425-1-311   | Curb Inlet Type P-1 ( 10')   | 1 | EA.  | 4475.00 | 4475.00 |
| 425-1-321   | Curb Inlet Type P-2 ( 10')   | 1 | EA.  | 4650.00 | 4650.00 |
| 425-1-331   | Curb Inlet Type P-3 ( 10')   | 1 | EA.  | 3075.00 | 3075.00 |
| 425-1-341   | Curb Inlet Type P-4 ( 10')   | 1 | EA.  | 3150.00 | 3150.00 |
| 425-1-351   | Curb Inlet Type P-5 ( 10')   | 1 | EA.  | 2750.00 | 2750.00 |
| 425-1-54    | Ditch Bottom Inlet Type D  | 1 | EA.  | 2100.00 | 2100.00 |
| 425-2-42    | Manhole Type P-7T ( 10')   | 1 | EA.  | 2350.00 | 2350.00 |
| 425-5       | Adjust Existing Manhole Ring and Cover   | 1 | EA.  | 350.00  | 350.00  |
| 425-6       | Adjust Existing Valve Boxes  | 1 | EA.  | 125.00  | 125.00  |
| 425-7       | Replacement of Manhole Ring and Cover  | 1 | EA.  | 550.00  | 550.00  |
| 425-8       | Replacement of Valve Box   | 1 | EA.  | 375.00  | 375.00  |
| 430-171-123 | CAP Pipe Culvert - 15" Diam.   | 1 | L.F. | 45.00   | 45.00   |
| 430-171-124 | CAP Pipe Culvert - 18" Diam.   | 1 | L.F. | 50.00   | 50.00   |
| 430-171-129 | CAP Pipe Culvert - 24" Diam.   | 1 | L.F. | 75.00   | 75.00   |
| 430-99      | 18" Solid HDPE pipe  | 1 | L.F. | 85.00   | 85.00   |
| 443-70 (A)  | 15" Solid HDPE Pipe  | 1 | L.F. | 75.00   | 75.00   |
| 443-70 (B)  | French Drain (18" HDPE Pipe)   | 1 | L.F. | 175.00  | 175.00  |
| 443-70-4F   | Exfiltration Trench (24" Diameter)   | 1 | L.F. | 200.00  | 200.00  |

|          |  |   |      |        |        |
|----------|--|---|------|--------|--------|
| 443-70-6 | Exfiltration Trench (36" Diameter)   | 1 | L.F. | 250.00 | 250.00 |
| 520-1-1B | Colored Concrete Curb and Gutter "F" (Includes Demo & Disposal of Damaged Curbs If Required)   | 1 | L.F. | 22.00  | 22.00  |
| 520-1-1B | Concrete Curb and Gutter "F" (Includes Demo & Disposal of Damaged Curbs If Required)   | 1 | L.F. | 22.00  | 22.00  |
| 520-2-12 | Colored Concrete Curb "D" (Includes Demo & Disposal of Damaged Curbs If Required)  | 1 | L.F. | 20.00  | 20.00  |
| 520-2-12 | Concrete Curb "D" (Includes Demo & Disposal of Damaged Curbs If Required)  | 1 | L.F. | 19.00  | 19.00  |
| 520-2-8  | Colored Concrete Curb "RA" (Includes Demo & Disposal of Damaged Curbs If Required)   | 1 | L.F. | 22.00  | 22.00  |
| 520-2-8  | Concrete Curb "RA" (Includes Demo & Disposal of Damaged Curbs If Required)   | 1 | L.F. | 22.00  | 22.00  |
| 520-70   | Colored Concrete Separator with "A" Curb (Includes Demo & Disposal of Damaged Curbs If Required)   | 1 | S.F. | 22.00  | 22.00  |
| 520-70   | Concrete Separator with "A" Curb (Includes Demo & Disposal of Damaged Curbs If Required)   | 1 | S.F. | 22.00  | 22.00  |
| 522-1    | Colored concrete new or replace existing 4" thick sidewalk (includes removal, disposal, debris removal, root pruning, preparation and restoration) | 1 | S.Y. | 70.00  | 70.00  |
| 522-1    | Concrete new or replace existing 4" thick sidewalk (includes removal, disposal, debris removal, root pruning, preparation and restoration)         | 1 | S.Y. | 70.00  | 70.00  |
| 522-2    | Colored concrete new or replace existing 6" thick sidewalk (includes removal, disposal, debris removal, root pruning, preparation and restoration) | 1 | S.Y. | 75.00  | 75.00  |
| 522-2    | Concrete new or replace existing 6" thick sidewalk (includes removal, disposal, debris removal, root pruning, preparation and restoration)         | 1 | S.Y. | 75.00  | 75.00  |
| 522-3    | Colored concrete new or replace existing 8" thick sidewalk (includes removal, disposal, debris removal, root pruning, preparation and restoration) | 1 | S.Y. | 80.00  | 80.00  |
| 522-3    | Concrete new or replace existing 8" thick sidewalk (includes removal, disposal, debris removal, root pruning, preparation and restoration)         | 1 | S.Y. | 78.00  | 78.00  |
| 522-4    | Colored Concrete Crosswalks (12" Thick)  | 1 | S.Y. | 160.00 | 160.00 |
| 522-4-A  | Colored Concrete Bus Bay (12" Thick)   | 1 | S.Y. | 160.00 | 160.00 |
| 522-5    | Concrete slab (f'c 3,000 PSI)  | 1 | C.Y. | 250.00 | 250.00 |
| 522-6    | Concrete slab (f'c 4,000 PSI)  | 1 | C.Y. | 260.00 | 260.00 |

|             |   |   |      |        |        |
|-------------|---|---|------|--------|--------|
| 522-7       | Concrete slab (f'c 5,000 PSI)   | 1 | C.Y. | 290.00 | 290.00 |
| 522-8       | 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 | S.F. | 10.00  | 10.00  |
| 526-1-1     | Paver Road Surface (Including 8" reinforced concrete slab with #5 rebar at 10" O/C each way, reinforced steel & mortar bed)   | 1 | S.Y. | 140.00 | 140.00 |
| 527-1       | Installation of 2' wide ADA detectable warning surface.   | 1 | L.F. | 250.00 | 250.00 |
| 575-1-1     | Sodding   | 1 | S.Y. | 5.00   | 5.00   |
| 590-70-1    | Irrigation system restoration:<br>Schedule 40 PVC Pipe  | 1 | L.F. | 3.00   | 3.00   |
|             | Rainbird / Swing Joints   | 1 | EA.  | 10.00  | 10.00  |
| 660-2-101   | Traffic Signal Loop   | 1 | EA.  | 100.00 | 100.00 |
| 663         | Traffic Loop Replacement  | 1 | EA.  | 100.00 | 100.00 |
| 706-3       | Reflective Pavement Markers (White/Red)   | 1 | EA.  | 6.00   | 6.00   |
| 706-3       | Reflective Pavement Markers (Blue)  | 1 | EA.  | 14.00  | 14.00  |
| 706-3       | Reflective Pavement Markers (Yellow)  | 1 | EA.  | 6.00   | 6.00   |
| 711-11-120  | Thermoplastic (Yellow) (6") 3'-9' Skip  | 1 | L.F. | 3.25   | 3.25   |
| 711-11-121  | Thermoplastic (White) (Solid) (6")  | 1 | L.F. | 1.50   | 1.50   |
| 711-11-124  | Thermoplastic (White) (Solid) (18")   | 1 | L.F. | 5.00   | 5.00   |
| 711-11-125  | Thermoplastic (White) (Solid) (24")   | 1 | L.F. | 7.00   | 7.00   |
| 711-11-132M | Thermoplastic (White) (8") 3'-3' Skip   | 1 | L.F. | 3.00   | 3.00   |
| 711-11-141  | Thermoplastic (White) (6") 10'-30' Skip   | 1 | L.F. | 3.00   | 3.00   |
| 711-11-141  | Thermoplastic (Yellow) (6") 2'-4' Skip  | 1 | L.F. | 3.00   | 3.00   |
| 711-11-160  | Thermoplastic (White) (Message)   | 1 | EA.  | 275.00 | 275.00 |
| 711-11-170  | Thermoplastic (White) (Arrows)  | 1 | EA.  | 150.00 | 150.00 |
| 711-11-221  | Thermoplastic (Yellow) (Solid) (6")   | 1 | L.F. | 2.00   | 2.00   |



|            |  |   |      |        |        |
|------------|--|---|------|--------|--------|
| 711-11-224 | Thermoplastic (Yellow) (Solid) (18")     | 1 | L.F. | 5.00   | 5.00   |
| 711-34-61  | Thermoplastic (Yellow) (6") 6'-10' Skip  | 1 | L.F. | 3.00   | 3.00   |
| 737-7      | Advanced Utility Exploration (Soft Digs) | 1 | EA.  | .01    | .01    |
| A-1        | Allowances                               | 1 | L.S. | 45,000 | 45,000 |

GRAND TOTAL IN FIGURES:

78,753.77

GRAND TOTAL WRITTEN: Seventy eight thousand seven  
Hundred fifty three dollars, seventy seven cents

BIDDER: EnviroWaste Services Group, Inc

By: Julio Fojon

Title: President

Telephone: 305-637-9665

Fax: 305-637-9659

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### **Bid Item Notes**

1. Bid Item 101-1-1 is a lump sum pay item for all mobilization costs and also may include the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The sign shall display on both sides the project name, Town Logo, elected officials, engineer, and contact information. A detail of the sign is included in the plans. Shop drawings must be submitted for approval prior to ordering the projects signs. Photos of the actual project signs must be submitted for approval prior to installation of the project signs.
2. Bid Item 101-2 will require the contractor and/or contractors to respond to events within two hours where services are needed for immediate and initial response to emergency situations as per the Public Works Director or his designee.
3. Bid Item 102-1 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. All project trenches must be secured from fall prevention by placing steel plates and barricades during off duty hours. Temporary painting for roadways and crosswalks shall be maintained throughout the project.
4. Bid Item 119-01 is a square yard pay item that includes all work associated with repairing or replacing concrete driveway aprons including disposal of all concrete removed. This pay item also includes matching stamped concrete driveway aprons and existing driveway apron colors.
5. Bid Item 119-02 is a square yard pay item that includes all work associated with repairing or replacing paver driveway aprons including disposal of all pavers removed.
6. Bid Item 331-2 includes all costs associated with asphalt overbuild areas identified in the field. All asphalt costs associated with the trench/pavement restoration phase shall be included in Bid Items 430-171-123, 430-171-124, 430-171-129, 430-99, 443-70 (A), 443-70 (B), and 443-70-4F for bidding purposes, an average asphalt thickness of one (1) inch shall be used.
7. Bid Item 331-72 includes all costs associated with resurfacing the entire project area upon completion of the entire trench/pavement restoration phase. All asphalt costs associated with the trench/pavement restoration phase shall be included in Bid Items 430-171-123, 430-171-124, 430-171-129, 430-99, 443-70 (A), 443-70 (B), and 443-70-4F.
8. Bid Item 334-2-13 includes all costs associated with asphalt overbuild areas identified in the field. All asphalt costs associated with the trench/pavement restoration phase shall be included in Bid Items 430-171-123, 430-171-124, 430-171-129, 430-99, 443-70 (A), 443-70 (B), and 443-70-4F for bidding purposes, an average asphalt thickness of one (1) inch shall be used.

9. Bid Item 334-2-23 includes all costs associated with asphalt overbuild areas identified in the field. All asphalt costs associated with the trench/pavement restoration phase shall be included in Bid Items 430-171-123, 430-171-124, 430-171-129, 430-99, 443-70 (A), 443-70 (B), and 443-70-4F for bidding purposes, an average asphalt thickness of one (1) inch shall be used.
10. Bid Item 380-1 includes responding to pothole repair, within 48 hours of notification from the Town. The repair includes all work such as removal and replacement of existing base and asphalt for a complete and accepted pothole repair.
11. Bid Items 430-171-123, 430-171-124, 430-171-129, 430-99, 443-70 (A), 443-70 (B), and 443-70-4F includes all costs associated with the trench excavation, protection of trench, management of excavated material, trench backfill and compaction, testing, and asphalt restoration per the plans on details.
12. Bid Items 425-1-361, 425-1-204, 425-1-311, 425-1-321, 425-1-331, 425-1-341, 425-1-351, 425-1-54, and 425-2-42 includes all costs associated with installing inlets and manholes, modifying/core drilling existing inlets, and all drainage pipe connections per the plans.
13. Bid Item 737-7 includes all necessary advanced explorations to verify and determine existing pipe invert elevations, material, and locations where conflicts with the proposed drainage system may occur (soft digs). Work shall also include verification and determination of interior dimensions and elevations (including pipe inverts) of any existing affected drainage structure. If a conflict is determined or a discrepancy with the plans is found, the Contractor is to notify the Engineer and provide all pertinent field information to assist the resolution of the conflict. This work is to be carried out in advance of construction.
14. Bid Item A-1 shall cover any items not included in the Bid Form. The Town reserves the right to change the allowance to a maximum of 15% of a project total.

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**NON-COLLUSION AFFIDAVIT**

STATE OF Florida  
COUNTY OF Miami Dade

Julio Fojon ( 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]  
Title: President

(Corporate Seal)

Subscribed and sworn before me this 5 day of August, 2019, by Julio Fojon, who is personally known to me or has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public  
Eduardo Barba  
Print Name  
My commission expires: 6/16/22



**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: \_\_\_\_\_



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

MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS

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

Julio Fojon

Project Number: \_\_\_\_\_

ITB #19-08

Firm/Agency: EnviroWaste Services Group, Inc

Street Address: 18001 Old Cutler Rd, #554

Miami, Fl. 33157

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.

**[SPACE LEFT INTENTIONALLY BLANK]**

### **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:

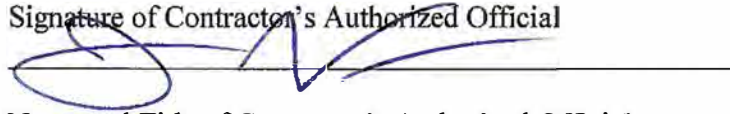
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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

Julio Fojon President


Date 8/5/19

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**ANTI-KICKBACK AFFIDAVIT**

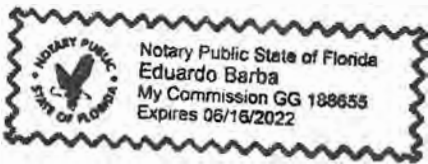
STATE OF FLORIDA                    )  
  ) SS:  
COUNTY OF MIAMI-DADE        )

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:   
Title: **President**

Sworn and subscribed before this  
**5** day of **August**, 2019

  
Notary Public, State of Florida  
**Eduardo Barba**  
(Printed Name)



My commission expires: **6/16/22**

**[SPACE LEFT INTENTIONALLY BLANK]**

**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 **Julio Fojo** President

[Print individual's name and title]

for EnviroWaste Services Group, Inc

[Print name of entity submitting sworn statement]

whose business address is

**18001 Old Cutler Rd, #554**

**Miami, Fl. 33157**

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 predecessor or successor of a person convicted of a public entity crime; or
  - 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

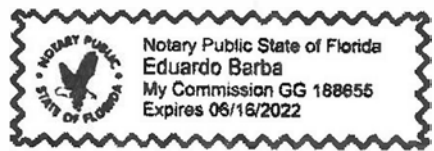
Sworn to and subscribed before me this 5 day of August, 2019.


Personally known ✓ \_\_\_\_\_

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

\_\_\_\_\_ My commission expires 6/16/22

(type of identification)



Eduardo Barba  
(Printed, typed or stamped Commissioned name notary public)  


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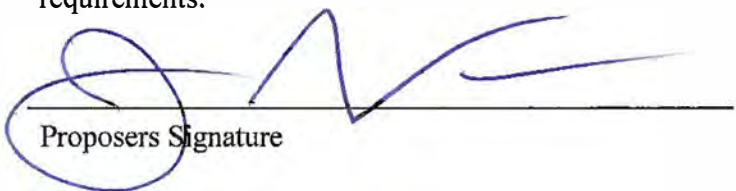
**DRUG-FREE WORKPLACE FORM**

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

8/05/19

Date

**END OF SECTION**

**SECTION 00350****CONTRACTOR'S QUESTIONNAIRE / QUALIFICATION STATEMENT**

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

By EnviroWaste Services Group, Inc

Principal Office 18001 Old Cutler Rd, #554 Miami, Fl. 33157

How many years has your organization been in business as General Contractor under your present business name? 15

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 CGC1520877

Federal I.D. No: 65-0829090

Dade County Certificate of Competency (State type and number):  
General Contractor CGC1520877

Town of Cutler Bay Occupational License (State type and number):  
N/A

**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 15  
 (B) As a Sub-Contractor 21  
 (C) What contracts has your organization completed? State Below:?

| Contract Amount | Class of Work             | When Completed | Name & Address of Owner |
|-----------------|---------------------------|----------------|-------------------------|
| >\$7 Million    | Sidewalk & Roadway        | 2018           | Town of Cutler Bay      |
| \$713,000       | Roadway Resurfacing       | 3/13           | Town of Cutler Bay      |
| >\$4 M          | Drainage, sidewalk, sewer | 2015           | Town of Cutler Bay      |
| \$600k          | Sidewalk Replacement      | 2013           | FDOT District 6         |

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?

12 Years

List the detailed experience below:

| <u>Name &amp; Tel. Number of Owner</u>             | <u>Project Name</u>                      | <u>Date Completed</u> |
|--|--|-----------------------|
| <u>Town of Cutler Bay</u>                          | <u>ITB 13-08</u>                         | <u>2018</u>           |
| <u>City of Coral Gables Noel Polo 305-460-5022</u> | <u>IFB 2015.10.07</u>                    | <u>2018</u>           |
| <u>Village of Pinecrest 305-669-6916</u>           | <u>Village wide Sidewalk Replacement</u> | <u>2016</u>           |

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

No

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?

None



Give references as to experience, ability and financial standing.

**Brian Miller Comerica Bank BAMiller@comerica.com**

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

**Please review attached comprehensive equipment list**

---

---

Financial Statement: **Please Review attached document**

---

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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, 800-734-4667, for regular transactional expenses, including**

---

**AR/AP and payroll. Comerica Bank, 954-468-0600, for loans and line of credit. Our current line of credit**

---

**has a maximum amount of \$8M.**

---

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

Name of Bidder: **EnviroWaste Services Group, Inc**

(Affix Seal)

Signature of Officer: \_\_\_\_\_

Title of Officer: **President**

**END OF SECTION**

ITB # 19-08

MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS

Page 37 of 206

**SECTION 00410**

**SECTION V  
TOWN OF CUTLER BAY  
RFP # 19-08**

**MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, EnviroWaste Services Group, Inc.

as Principal and Proposer, and Berkley Insurance Company

Hereinafter called Surety, are held and firmly bound unto Town of Cutler Bay, a political subdivision of the State of Florida, and represented by its Town Manager, in the sum of five (5) percent (%) of the proposed annual base bid amount of:

Five Percent of Amount Bid  
(Written Dollar Amount)

dollars (\$ 5% ) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a bid to the Town of Cutler Bay for the furnishing of all labor, materials (except those to be specifically furnished by the Town), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the bid and the detailed Drawings and Specifications, entitled:

**MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS**

**TOWN OF CUTLER BAY  
RFP # 19-08**

**MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS**

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5% of the proposal amount be submitted with said bid as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the Town for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Town of Cutler Bay and furnishes the Performance Bond, in an amount equal to one hundred percent of the annual base bid amount, satisfactory to the Town, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Town of Cutler Bay and the Surety herein agrees to pay said sum immediately upon demand of the Town in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said EnviroWaste Services Group, Inc.

as Principal herein, has caused these presents to be signed in its name by its \_\_\_\_\_

\_\_\_\_\_ and attested by its \_\_\_\_\_

\_\_\_\_\_ under its corporate seal, and the said \_\_\_\_\_

Berkley Insurance Company as Surety herein, has caused these presents

to be signed in its name by its Attorney-in-Fact Stephen A. Vann

\_\_\_\_\_ and attested in its name by its Attorney-in-Fact

\_\_\_\_\_ under its corporate seal, this July 15th day of

A.D., 2019.

Signed, sealed and delivered  
in the presence of:

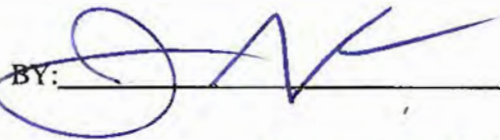
  
\_\_\_\_\_

Eduardo Barba, Cap. Sec.  
As to Principal

  
\_\_\_\_\_

As to Surety, Sarah Belcastro

PRINCIPAL: EnviroWaste Services Group, Inc.

BY:   
\_\_\_\_\_

NAME: Julie Fojen, President

Berkley Insurance Company

Surety

BY:   
\_\_\_\_\_

Attorney-in-Fact, Stephen A. Vann  
(Power-of-Attorney to be attached)

BY: N/A

Resident Agent

END OF SECTION



POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

Attachment "E" (Page 28 of 40)

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Stephen A. Vann or Sarah C. Belcastro of Lockton Companies, LLC of Atlanta, GA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24<sup>th</sup> day of April, 2019.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman

Executive Vice President &amp; Secretary

By

Jeffrey M. Hafter

Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 24<sup>th</sup> day of April, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEM  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

*Maria C. Rundrakem*  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 15<sup>th</sup> day of July, 2019.

(Seal)

*Michael J. Hurley*  
Michael J. Hurley

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

**CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, Eduardo Barba, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Julio Fojos 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.

[Signature]  
Secretary (Corporate Seal)

STATE OF ~~FLORIDA~~) Georgia  
SS  
COUNTY OF ) Fulton

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

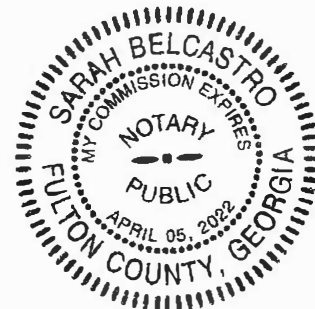
Sworn and Subscribed to before me this 15th day of July, 2019, A.D.

(Attach Power of Attorney  
to original Bid Bond)

[Signature]

Notary Public State of ~~Florida~~ at Large - Georgia  
My Commission Expires: 4/5/2022  
Sarah Belcastro

END OF SECTION





**SECTION 00660**

**ACKNOWLEDGEMENT OF CONFORMANCE  
WITH O.S.H.A. STANDARDS**

TO THE TOWN OF CUTLER BAY:

EnviroWaste Services Group, Inc  
We, \_\_\_\_\_, hereby acknowledge and agree that as  
Contractors for the construction of MISCELLANEOUS ROADWAY AND DRAINAGE  
IMPROVEMENTS, TOWN OF CUTLER BAY, FLORIDA, Town Project No. ITB #19-08, within  
the limits of the Town of Cutler Bay, Florida, that we have the sole responsibility for compliance  
with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and  
Local Safety and Health regulations, and agree to indemnify and hold harmless the Town of  
Cutler Bay, and its Consulting Engineers against any and all legal liability or loss the Town, or the  
Engineer may incur due to EnviroWaste Services Group, Inc  
failure to comply with such act.

  
ATTEST

Eduardo Barba  
ATTEST

  
CONTRACTOR

BY: Julio Fojon  
NAME  
8/5/19  
DATE

**END OF SECTION**

**SECTION 00665****TRENCH SAFETY ACT COMPLIANCE**

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq. which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder, by signing and submitting the bids, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of costs of compliance with the applicable trench safety standards as well as the methods of compliance:

Methods of Compliance

**Trench box or sloping**

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Total **\$2,000.00**

Bidder acknowledges that this cost is included in the applicable items of the Proposal and in the Grand Total Bid Price. Failure to complete the above will result in the bid being declared non-responsive.

The Bidder is, and the Owner and Engineer are not, responsible to review or assess Bidder's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, and the Owner and Engineer are not, responsible to determine if any safety or safety related standards apply to the project, including but not limited to, the "Trench Safety Act."

  
Signature of Authorized Representative (Manual)

Julio Fojon, President

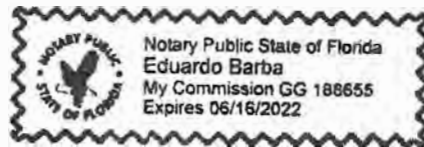
Name of Authorized Representative (Typed or Printed)

Sworn to and subscribed before me in the State and County first mentioned above on the day of August 5, 2019.

  
Notary Public

My Commission Expires:

(affix seal)



**END OF SECTION**

ITB # 19-08

MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS

Page 73 of 206



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**BARBA, EDUARDO JOSE**

ENVIROWASTE SERVICES GROUP, INC.

18001 OLD CUTLER RD

554

MIAMI

FL 33157

**LICENSE NUMBER: CGC1520877**

**EXPIRATION DATE: AUGUST 31, 2020**

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# CERTIFICATE OF LIABILITY INSURANCE

7/31/2019

DATE (MM/DD/YYYY)

7/30/2018

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 have **ADDITIONAL INSURED** provisions or 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 | Lockton Companies<br>3280 Peachtree Road NE, Suite #250<br>Atlanta GA 30305<br>(404) 460-3600                                      | CONTACT NAME:   |                |
|          |  | PHONE (A/C, No, Ext):                                 | FAX (A/C, No): |
|          |  | E-MAIL ADDRESS:                                       |                |
|          |  | INSURER(S) AFFORDING COVERAGE                         | NAIC #         |
|          |  | INSURER A : Zurich American Insurance Company         | 16535          |
| INSURED  | Envirowaste Services Group, Inc.<br>1422101 Envirowaste Holding Corp.<br>18001 Old Cutler Road, Suite 554<br>Palmetto Bay FL 33157 | INSURER B : American Guarantee and Liab. Ins. Co.     | 26247          |
|          |  | INSURER C : Steadfast Insurance Company               | 26387          |
|          |  | INSURER D : Travelers Property Casualty Co of America | 25674          |
|          |  | INSURER E : Great American Insurance Company          | 16691          |
|          |  | INSURER F :   |                |

## COVERAGES

CERTIFICATE NUMBER: 14845338

REVISION NUMBER: XXXXXXXX

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 INSD | SUBR WVD | POLICY NUMBER          | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|------------------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: | Y         | Y        | GLO5571339-06          | 7/31/2018               | 7/31/2019               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                | Y         | N        | BAP5571338-06          | 7/31/2018               | 7/31/2019               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX  |
| E        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   | Y         | Y        | TUU 263721300          | 7/31/2018               | 7/31/2019               | EACH OCCURRENCE \$ 20,000,000<br>AGGREGATE \$ 20,000,000<br>\$ XXXXXXXX  |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y         | N/A      | WC0176362-04           | 7/31/2018               | 7/31/2019               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                      |
| C        | POLLUTION LIABILITY  | N         | N        | CPL0176382-04          | 7/31/2018               | 7/31/2019               | \$1,000,000 LIMIT; \$10,000 DEDUCTIBLE   |
| D        | EQUIPMENT  |           |          | QT-660-8739M213-TIL-18 | 7/31/2018               | 7/31/2019               | ** See Attached**  |

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

General Liability: Additional Insured and Waiver of Subrogation Where Required by Written Contract. Coverage is Primary and Non-Contributory. Auto Liability: Additional Insured where Required By Written Contract. Umbrella Liability: Additional Insured and Waiver of Subrogation Provided where required by written contract. Coverage is Primary and Non-Contributory. Workers Compensation: Blanket Waiver of Subrogation Where Required By Written Contract. Additional Insured: Town of Cutler Bay.

## CERTIFICATE HOLDER

CANCELLATION See Attachment

14845338

Town of Cutler Bay  
10720 Caribbean Boulevard  
Miami FL 33157

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

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000891

# Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

# LBT

7197342

**BUSINESS NAME/LOCATION**

ENVIROWASTE SERVICES GROUP, INC  
18001 OLD CULTER RD STE 554  
MIAMI FL 33157

**RECEIPT NO.**

RENEWAL  
7479698

**EXPIRES**

**SEPTEMBER 30, 2019**

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

**OWNER**

ENVIROWASTE SERVICES GROUP, INC.  
C/O EDUARDO BARBA

**SEC. TYPE OF BUSINESS**

196 GENERAL BUILDING CONTRACTOR  
CGC1520877

**PAYMENT RECEIVED  
BY TAX COLLECTOR**

\$45.00 07/17/2018

CREDITCARD-18-054938

Worker(s) 1

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)



| Category / ID                           | Category    | Year | Plate No. | VIN No.           |
|---|-------------|------|-----------|-------------------|
| <b>V100-200: Vactors &amp; Vac-cons</b> |             |      |           |                   |
| V116                                    | Vac-con     | 1998 | N2286P    | 1FDYN80F7WVA40395 |
| V126                                    | Vactor      | 2004 | P0195B    | 2FZHATAK64AL76085 |
| V127                                    | Vactor      | 2005 | N0265W    | 2FZHATDC05AN67474 |
| V132                                    | Vactor      | 2005 | N0264W    | 2FZHATDC45AU85067 |
| V134                                    | Vactor      | 2006 | N1715X    | 2FZHATDCX6AV69217 |
| V136                                    | Vac-con     | 2006 | N1717X    | 1HTWHAAT86J253378 |
| V137                                    | Vactor      | 2006 | N17V13X   | 1HTWGAZT86J293063 |
| V141                                    | Vactor      | 2006 | N1716X    | 2FZHATDC46AW65909 |
| V142                                    | Vactor      | 2006 | N9073Y    | 2FZHATDC06AW65910 |
| V143                                    | Vactor      | 2006 | N2484Y    | 2FZHATDC76AW65421 |
| V145                                    | Vactor      | 2007 | N9068Y    | 2FZHAZDE87AW65434 |
| V146                                    | Vactor      | 2007 | N6V136R   | 2FZHAZDE07AW65766 |
| V147                                    | Vactor      | 2007 | N9072Y    | 2FZHAZDE27AW65767 |
| V149                                    | Vactor      | 2006 | N9071Y    | 2FZHAZDE56AW65714 |
| V150                                    | Vactor      | 2007 | N9074Y    | 2FZHATDC87AX52875 |
| V151                                    | Vactor      | 2007 | N9069Y    | 2FZHATDC67AX52874 |
| V152                                    | Vactor      | 2007 | N9075Y    | 2FZHATDC07AX52658 |
| V153                                    | Vactor      | 2007 | N4946Z    | 1HTWGAZT57J564811 |
| V154                                    | Vactor Mini | 2009 | KQVC73    | 1HTMMAAL89H145468 |
| V156                                    | Vactor Mini | 2009 | HQAZ76    | 1HTMMAALX9H145469 |
| V157                                    | Vac-Con     | 2002 | N6487P    | 2FZHAZAS62AK52978 |
| V161                                    | Vac-Con     | 2005 | N5827T    | 2FZHATDC65AU10385 |
| V162                                    | Vac-Con     | 2007 | N2493Y    | 2FZAATDC07AX53293 |
| V163                                    | Vac-Con     | 1999 | N1198U    | 2FZNRJBB0XAA81134 |
| V165                                    | Vac-Con     | 1999 | N2488Y    | 2FZNRJBB7XAA81132 |
| V166                                    | Vactor      | 2009 | NV1273Z   | 1M2AV04C69M003402 |
| V167                                    | Vactor      | 2006 | N1529Y    | 2FZHAWDA96AV69273 |
| V168                                    | Vac-Con     | 2002 | N1528Y    | 2FZHATAK72AJ59075 |
| V169                                    | Vactor      | 2012 | NV1264Z   | 1FVHG3DV6CDBK4218 |
| V170                                    | Vactor      | 2007 | N1518Y    | 1HTWYSBT07J399389 |
| V171                                    | Vactor      | 2007 | N1517Y    | 1HTWYSBT97J399388 |
| V172                                    | Vactor      | 2007 | N1519Y    | 1HTWYSBT97J399391 |
| V173                                    | Vac-con     | 2002 | P0182B    | 2FZHATAKX2AJ84116 |
| V174                                    | Vactor      | 2007 | N1501Y    | 1HTWYSBT67J396643 |
| G175                                    | Guzzler     | 2005 | KMAM15    | 2FZHAZDE85AN80316 |
| V176                                    | Vac-Con     | 2002 | N1502Y    | 2FZAATAK72AK14027 |
| V177                                    | Vac-Con     | 2002 | P3793B    | 2FZHATAK32AJ53211 |
| V178                                    | Vac-Con     | 2015 | NH6744    | 2NP3LI0X9FM266712 |
| V179                                    | Vac-Con     | 2017 | NH6741    | 2N93LI0X5HM44912  |
| V180                                    | Vac-Con     | 2017 | NH6742    | 2NP3LI0X7HM444913 |
| V181                                    | Vac-Con     | 2018 | NH6743    | 2NP3LIQX3JM474786 |
| V182                                    | Vactor      | 2011 | P5591A    | 1HTWNAZTXBJ334244 |
| V183                                    | Vac-Con     | 2012 | P5592A    | 1FVHC3BS4CHBJ4249 |
| V184                                    | Vac-Con     | 2012 | P5593A    | 1HTWPAZT9CJ601630 |
| V185                                    | Vac-Con     | 2015 | P5594A    | 1FVHG3CY3FHGC7368 |
| G186                                    | Guzzler     | 2008 | LQSC61    | 2FZHAZDE18AY47414 |
| G187                                    | Guzzler     | 2005 |           | 1HTWYSBT55J054095 |
| V188                                    | Vactor      | 2007 | P3792B    | 1HTWGAZT17J399503 |
| V189                                    | Vac-con     | 2007 | P3794B    | 1HTWHAAT37J422496 |
| G190                                    | Combo       | 2015 |           | x1684             |
| G191                                    | Supersucker | 2017 |           | x7051             |
| G192                                    | Supersucker | 1999 |           | x7355             |
| G193                                    | Supersucker | 2002 |           | x9123             |
| G194                                    | Supersucker | 2006 |           | x1172             |
| <b>C300: Camera Units</b>               |             |      |           |                   |
| C301                                    | Aries       | 2003 | IVBI27    | 1FDXE45F23HB85626 |
| C302                                    | Aries       | 2000 | DKMH81    | 1FDAF56F5YEB20852 |
| C303                                    | Aries       | 1998 | LRYB14    | 1FDXE47F3WHB98130 |
| C305                                    | Aries       | 2006 | KQUL24    | 1HTMMAAM76H239572 |

|      |                           |      |         |                   |
|------|---------------------------|------|---------|-------------------|
| C306 | Aries                     | 2008 | IUZV88  | 1FDXE45P38DA38836 |
| C308 | Aries                     | 2008 | 2072IM  | 1FDWE45P68DB04081 |
| C309 | Aries                     | 2008 | GQPY54  | 1FDAF56R58ED86978 |
| C310 | Aries                     | 2008 | GQPY55  | 3FRWF65C68V668017 |
| C311 | Aries                     | 2008 | 7612UC  | 1FDWE45P28DB52810 |
| C319 | Aries                     | 1998 | JSJI14  | 1FDXE47F4WHA70592 |
| C320 | Aries                     | 1992 | JSJI73  | 2GDHG31J7N4521889 |
| C321 | Cues                      | 2012 | KDLF92  | 1FDXE4FS7CDA05110 |
| C322 | Cues                      | 2014 | KDKT46  | 1FDXE4FS0EDB00790 |
| C323 | Envirosight               | 2016 | Y14QZG  | 1FDXE4FS7GDC45828 |
| C324 | Envirosight               | 2016 | LFKH92  | 1FTYE1CM7GKB39260 |
| C325 | Envirosight               | 2015 | LFMP16  | 1FTNE2CM8FKA90240 |
| C326 | Envirosight               | 2016 | LFMY09  | 1FTYR2CM8HKA44427 |
| C327 | RST Camera Truck          | 2007 | FLD4604 | 1FDXE45S87DA05561 |
| C328 | RST Camera Truck          | 2017 | JL2831  | 1FDUF4GT1HED81178 |
| C329 | RST Camera Truck          | 2012 | FLD4603 | 1FDXE4FS8CDA62643 |
| C330 | Cues / Video / Seal       | 2005 | Altair  | Altair            |
| C331 | Cues / Video / Seal / Las | 2006 | Altair  | Altair            |
| C332 | Aries                     | 2012 | Altair  | Altair            |
| C333 | Cues / Cutter             | 2005 | Altair  | Altair            |
| C334 | Cues / Groute / Ranger    | 2015 | Altair  | Altair            |
| C335 | RST Camera Cube           | 2018 | JAAM    |                   |

**H400: Heavy Equipment**

|      |                |      |        |                   |
|------|----------------|------|--------|-------------------|
| H401 |                | 2007 | N9070Y | 2FZHAZCV77AX37791 |
| H402 |                | 1997 | N6490P | 1FDZS96T0VVA18608 |
| H403 |                | 2001 | N2486Y | 2NPNLD9X21M565786 |
| H404 | Dump Truck     | 2009 | P3761B | 1XPXDB9X99D771141 |
| H405 | BACKHOE        | 2006 | N/A    | T0310GX952694     |
| H406 | Excavator      | 2006 | N/A    | FF01MBQ235957     |
| H407 | Excavator      |      | N/A    | 03025A4AZ04954    |
| H408 | Forklift       | 2000 | N/A    | GLCO050TGNUE082   |
| H409 | Skid Steers    | 2012 |        |                   |
| H410 | Skid Steers    | 2016 |        |                   |
| H411 | Skid Steers    | 2016 |        |                   |
| H412 | Skid Steers    | 2017 |        |                   |
| H413 | Mini Excavator | 2017 |        |                   |
| H414 | Excavator      | 2000 |        |                   |
| H415 |                | 2008 | N/A    |                   |
| H416 | Terrain Loader | 2014 | N/A    | CAT0287DVHMT00261 |
| H417 | Midi Excavator | 2014 | N/A    | CAT0308EJFJX02203 |
| H418 | Midi Excavator | 2015 | N/A    | CAT3055EAEJX00803 |
| H419 |                | 2001 | NH6740 | 2FZAASAK11AG97445 |
| H420 |                | 2001 | NH6745 | 49H67FBA61HH42387 |

**E500: Off-Street Equipment**

|      |             |      |        |                   |
|------|-------------|------|--------|-------------------|
| E501 | Trailer     | 2003 | 838JJX | NOVIN0200499016   |
| E502 | Trailer     | 2004 | GGPM23 | 4YNBN16294C022097 |
| E503 | Trailer     | 2005 | DMGH75 | 4TOFB253551004307 |
| E504 | Trailer     | 2006 | GGQP84 | 16HCB12116G081147 |
| E505 | Trailer     | 2005 | LRVB15 | 5GLBE20225C000121 |
| E506 | Trailer     | 2001 | GGQP85 | 1U9FS13191A044778 |
| E507 | Trailer     | 2006 | GGQP83 | 16HGB28216G084895 |
| E508 | Trailer     | 2006 | CJSE59 | 4TOFB182361000741 |
| E509 | Trailer     | 2007 | 8380UF | 112HAN3087L073430 |
| E510 | Trailer     | 2010 | ADSJ37 | 5RTBE2029AD018819 |
| E511 | Trailer     | 2000 | IVBI28 | 112H5V326YL054432 |
| E512 | Trailer     | 2015 | DNXA81 | 54GVC16T5F7015001 |
| E513 | Arrow Board | 2008 | GFBU64 | 5F11S101381000561 |
| E514 | Arrow Board | 2008 | GFBZ20 | 511S101581000559  |
| E515 | Trailer     | 2018 | IUXX01 | 7FYBE1211JD004093 |
| E516 | Trailer     | 2018 | IVAC06 | 7FWBE1216J1002673 |
| E517 | Arrow Board | 2018 |        | 5F11S1013J1000615 |

|      |                        |      |         |                    |
|------|------------------------|------|---------|--------------------|
| E518 | Arrow Board            | 2018 |         | 5F11S1016J1000592  |
| E519 | Arrow Board            | 2002 | JSJI70  | 5F11S101X21000225  |
| E520 |                        | 2014 | N/A     |                    |
| E521 |                        | 2014 | N/A     |                    |
| E522 |                        | 2008 | N/A     | JK1AFDD108B501431  |
| E523 |                        | 2018 | N/A     | 259U52111A51132514 |
| E524 | Gator                  | 2018 | N/A     |                    |
| E525 |                        | 2018 | N/A     |                    |
| E526 |                        | 2006 | GFDD95  | 2.00604E+11        |
| E527 |                        | 2011 | GFDD96  | 5892700            |
| E528 |                        |      |         | B46B10310          |
| E529 | RST Camera Trailer     | 2006 | AF95590 | 5LABE14276MO12813  |
| E530 | Trailer                | 2014 | AF95588 | 54GVC20T8E7013238  |
| E531 | Trailer                | 2009 | AF95585 | 5VGF20209L000105   |
| E532 | Trailer                | 2008 | AF95586 | 5W0FB10188L000800  |
| E533 | Trailer                | 2018 | AF95589 | 5WKBE2228J1055578  |
| E534 | Trailer                | 2005 | AF95587 | 46UFU162351098737  |
| E535 | Trailer                | 2011 | LFPG30  | 1TKU01629BM033678  |
| E536 | Water Pressure Trailer | 2010 |         | x1011              |
| E537 | Trailer                | 2016 |         | x2149              |
| E538 | Trailer                | 2016 |         | x3075              |
| E539 | Trailer                | 2016 |         | x3076              |
| E540 | Trailer                | 2016 |         | x3074              |
| E541 | Trailer                | 2018 |         | x0484              |

**P600: Pump Trucks**

|      |             |      |        |                   |
|------|-------------|------|--------|-------------------|
| P601 | Pump Truck  | 1995 | N1564V | 1HTSDAAN7SH678054 |
| P602 | Pump Truck  | 1999 | N1563V | 1HTGLAET2XH627327 |
| P604 | Pump Truck  | 1996 | N9069U | 1M2P267C5TM027456 |
| P605 | Pump Truck  | 1997 | N9066U | 1M2P267C5VM030540 |
| P606 | Pump Truck  | 1994 | N9068U | 1M2P264C9RM015792 |
| P607 | Pump Truck  | 1997 | N9067U | 1M2P267C0VM030221 |
| P608 | Pump Truck  | 1996 | N9070U | 2WKPDCJH5TK940470 |
| P610 | Pump Truck  | 1998 | N7732W | 1FUYDTDB1WL943552 |
| P611 | Pump Truck  | 2011 | N4271X | 1NPSXUEX1BD127491 |
| P612 | Pump Truck  | 2008 | HTMH11 | 1HTWYAH18J573963  |
| P613 | Pump Truck  | 2007 | HTMH10 | 1FUBA5CG77LZ16350 |
| P614 | Pump Truck  | 2007 | ERIC77 | 1FUBA5CG17LY00478 |
| P615 | Pump Truck  | 2009 | ERIC80 | 1HSHWAHN79J122683 |
| P616 | Pump Truck  | 2009 | ERIC78 | 1HSHWAHN39J122678 |
| P617 | Pump Truck  | 2006 | IUZ32  | 1NKDLU0X26J129453 |
| P618 | Pump Truck  | 2004 | P9606A | 2FZHATDC24AM47917 |
| P619 | Pump Truck  | 2006 | P9607A | 2FZHATDC96AV69225 |
| P620 | Pump Truck  | 2003 | P3759B | 1M2AG12C03M004491 |
| P621 | Pump Truck  | 2006 | P3765B | 1XKDDU9X66J133446 |
| P622 | Pump Truck  | 2005 | P3760B | 3WKDAU8X55F084642 |
| P623 | Pump Truck  | 2006 | P9050B | 1NPALF0X76N633823 |
| P624 | Pump Truck  | 2007 | P9051B | 1NPALF0X37N657943 |
| P625 | Pump Truck  | 2004 | P9053B | 1NPALT0X84D817346 |
| P626 | Pump Truck  | 2004 | P9052B | 1NPALT0X94D812642 |
| W627 | Water Truck | 2006 |        | x8859             |

**L700: Lining Equipment**

|      |                         |      |        |                   |
|------|-------------------------|------|--------|-------------------|
| L701 | Trailer                 | 2002 | JSJI13 | 4XSPB16242G037248 |
| L702 | Trailer                 | 2002 | JSJI71 | 1C9EB132121305047 |
| L703 | Heat Exchange           | 1994 | JSJI15 | HRT446499408010HB |
| L704 | Re-Rounded/Pipe Shifter | 1987 | JSJI74 | 1001              |
| L705 | Boiler Truck            | 2000 | P7504A | 2FZNCMDB0YAB48011 |
| L706 | Reefer Truck            | 2013 | LBIG98 | 3ALACWDT5DDFD6557 |
| L707 | Boiler                  | 1996 | P2363C | 2FUY3MCB4TA796641 |

**S800-900: Support**

**EnviroWaste Services Group**  
**Monthly and Year-to-Date Comparisons**  
*(\$ in thousands)*

Attachment "E" (Page 38 of 40)

|   |               |               |               | Variance from  |               |                |              | Dec<br>2018   |
|---|---------------|---------------|---------------|----------------|---------------|----------------|--------------|---------------|
|   | 2019          | Jun           | Budget        | 2018           |               | Budget         |              |               |
|   |               | 2018          |               | \$             | %             | \$             | %            |               |
| <b>Balance Sheet</b>                        |               |               |               |                |               |                |              |               |
| <b>ASSETS</b>                               |               |               |               |                |               |                |              |               |
| Total Checking/Savings.....                 | \$89          | \$283         | \$50          | (\$194)        | -68.6%        | \$38           | 77.4%        | \$284         |
| Accounts Receivable, gross.....             | 12,814        | 8,830         | 11,000        | 3,984          | 45.1%         | 1,813          | 16.5%        | 8,222         |
| Allowance for Doubtful Accounts.....        | (207)         | (166)         | (377)         | (42)           | 25.1%         | 169            | -45.0%       | (249)         |
| Accounts Receivable, net.....               | 12,607        | 8,665         | 10,623        | 3,942          | 45.5%         | 1,983          | 18.7%        | 7,972         |
| Inventory.....                              | -             | -             | -             | -              | na            | n/a            | n/a          | -             |
| Prepaid Expenses.....                       | 815           | 252           | 81            | 563            | 223.4%        | 733            | 905.8%       | 887           |
| Prepaid Management Fee.....                 | -             | -             | 96            | -              | na            | (97)           | -100.0%      | -             |
| Other Current Asset.....                    | 1,826         | 289           | 368           | 1,537          | 531.9%        | 1,457          | 396.1%       | 819           |
| <b>Total Current Assets.....</b>            | <b>15,336</b> | <b>9,488</b>  | <b>11,218</b> | <b>5,847</b>   | <b>61.6%</b>  | <b>4,116</b>   | <b>36.7%</b> | <b>9,963</b>  |
| Plant, Property & Equipment, net.....       | 10,604        | 8,071         | 7,976         | 2,533          | 31.4%         | 2,627          | 33.0%        | 8,270         |
| Goodwill.....                               | 12,287        | 16,447        | 14,277        | (4,160)        | -25.3%        | (1,991)        | -13.9%       | 13,371        |
| Capitalized Financing Costs, net.....       | -             | -             | -             | -              | na            | n/a            | na           | -             |
| Other Asset.....                            | 118           | (425)         | (160)         | 544            | -127.8%       | 277            | -174.0%      | 371           |
| <b>Total Assets.....</b>                    | <b>38,345</b> | <b>33,581</b> | <b>33,311</b> | <b>\$4,764</b> | <b>14.2%</b>  | <b>\$5,033</b> | <b>15.1%</b> | <b>31,975</b> |
| <b>LIABILITIES AND SHAREHOLDERS' EQUITY</b> |               |               |               |                |               |                |              |               |
| Accounts Payable.....                       | 3,721         | 1,533         | 2,315         | 2,188          | 142.8%        | 1,405          | 60.7%        | 2,981         |
| Credit card.....                            | 397           | 510           | 534           | (113)          | -22.2%        | (139)          | -25.7%       | 317           |
| Accrued expenses.....                       | 24            | -             | -             | 24             | na            | n/a            | na           | -             |
| Revolver.....                               | 5,900         | 2,073         | 6,035         | 3,826          | 184.5%        | (136)          | -2.2%        | 4,182         |
| Other Current Liabilities.....              | 1,674         | 670           | 76            | 1,004          | 149.8%        | 1,597          | 2104.1%      | 8             |
| <b>Total Current Liabilities.....</b>       | <b>11,715</b> | <b>4,786</b>  | <b>8,960</b>  | <b>6,929</b>   | <b>144.8%</b> | <b>2,754</b>   | <b>30.8%</b> | <b>7,488</b>  |
| Term Loan.....                              | 12,135        | 15,077        | 12,135        | (2,942)        | -19.5%        | (1)            | 0.0%         | 12,574        |
| Deferred Tax Liability.....                 | -             | -             | -             | -              | na            | n/a            | na           | -             |
| <b>Total Liabilities.....</b>               | <b>23,850</b> | <b>19,863</b> | <b>21,095</b> | <b>3,987</b>   | <b>20.1%</b>  | <b>2,754</b>   | <b>13.1%</b> | <b>20,062</b> |
| Common Stock.....                           | 0             | (31)          | (39)          | 31             | -100.6%       | 38             | -100.5%      | (39)          |
| Paid in Capital.....                        | 15,731        | 15,935        | 13,535        | (204)          | -1.3%         | 2,195          | 16.2%        | 13,535        |
| Distributions.....                          | -             | (150)         | -             | 150            | -100.0%       | n/a            | na           | -             |
| Retained Earnings.....                      | (2,160)       | (2,603)       | (2,357)       | 443            | -17.0%        | 196            | -8.4%        | (2,027)       |
| Net Income.....                             | 925           | 567           | 1,077         | 358            | 63.1%         | (154)          | -14.2%       | 444           |
| <b>Total Liabilities &amp; Equity.....</b>  | <b>38,345</b> | <b>33,581</b> | <b>33,311</b> | <b>\$4,764</b> | <b>14.2%</b>  | <b>\$5,033</b> | <b>15.1%</b> | <b>31,975</b> |
|   | \$0           |               |               |                |               |                |              |               |
| Total Debt.....                             | \$18,035      | \$17,151      | \$18,246      | 884            | 5.2%          | (211)          | -1.2%        |               |
| Net Debt.....                               | \$17,946      | \$16,868      | \$18,196      | 1,078          | 6.4%          | (250)          | -1.4%        |               |



## **ADDENDUM NO. 1**

**ITB # 19-08  
TOWN OF CUTLER BAY  
MISCELLANEOUS ROADWAY AND DRAINAGE  
IMPROVEMENTS**

Addendum #1 form shall be part of the original ITB #19-08: Miscellaneous Roadway and Drainage Improvement document and modifies the original ITB as noted below:

**REVISION TO ORIGINAL ITB DOCUMENTS BELOW:**  
**"RED"**

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**SECTION 00410**

**SECTION V  
TOWN OF CUTLER BAY  
RFP # 19-09  
MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS**

**BID BOND**

**SECTION 00410**

**SECTION V  
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**BID BOND**



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**TOWN OF CUTLER BAY**

**ITB # 19-08**

**MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS**