

# INVITATION TO BID

## STORM DRAINAGE SYSTEM CLEANING SERVICES

**ITB No. 2021-24**



**The Town of Miami Lakes Council:**

**Mayor Manny Cid  
Vice Mayor Luis Collazo  
Councilmember Carlos Alvarez  
Councilmember Joshua Dieguez  
Councilmember Tony Fernandez  
Councilmember Jeffrey Rodriguez  
Councilmember Marilyn Ruano**

Edward Pidermann, Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

<b>Date Advertised</b>	April 2, 2021
<b>Bids Due</b>	11:00 AM April 23, 2021

Storm Drainage System Cleaning Services  
**ITB 2021-24**

**Table of Contents**

**Section A. NOTICE TO BIDDERS ..... 5**

**Section B. INSTRUCTIONS TO BIDDERS ..... 6**

B1 DEFINITION OF TERMS.....6

B2 BID PROCESS .....7

    B2.01 GENERAL REQUIREMENTS FOR BID PROCESS .....7

    B2.02 PREPARATION OF BID .....8

    B2.03 ESTIMATED QUANTITIES.....8

    B2.04 LINE-ITEM QUANTITIES.....8

    B2.05 ADDITIONAL LINE-ITEM PRICING .....8

    B2.06 BID PREPARATION COSTS AND RELATED COSTS .....8

    B2.07 QUALIFICATION OF BIDDERS .....9

    B2.08 EXAMINATION OF CONTRACT DOCUMENTS .....9

    B2.09 INTERPRETATIONS AND CLARIFICATIONS .....9

    B2.10 POSTPONEMENT OF BID OPENING DATE .....9

    B2.11 ACCEPTANCE OR REJECTION OF BIDS.....9

    B2.12 WITHDRAWAL OF BID.....10

    B2.13 OPENING OF BIDS .....10

    B2.14 LOCAL PREFERENCE .....10

    B2.15 TIE BIDS.....10

    B2.16 AWARD OF CONTRACT(S) .....10

    B2.17 BID PROTEST PROCESS.....11

    B2.18 EXECUTION OF CONTRACT .....11

B3 REQUIRED FORMS & AFFIDAVITS .....11

    B3.01 COLLUSION .....11

    B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT .....11

    B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK .....11

    B3.04 PUBLIC RECORDS AFFIDAVIT.....11

    B3.05 PUBLIC ENTITY CRIMES ACT.....12

<b>Section C. GENERAL TERMS &amp; CONDITIONS .....</b>	<b>13</b>
C1 GENERAL REQUIREMENTS .....	13
C1.01 GENERALLY .....	13
C1.02 RULES AND REGULATIONS.....	13
C1.03 HOURS FOR PERFORMING WORK .....	13
C1.04 SUBCONTRACTORS .....	13
C1.05 CONSULTANT SERVICES .....	14
C1.06 AUTHORITY OF THE PROJECT MANAGER .....	14
C1.07 INDEPENDENT CONTRACTOR .....	15
C1.08 THIRD-PARTY BENEFICIARIES.....	15
C1.09 ASSIGNMENT OR SALE OF CONTRACT .....	15
C1.10 TIME FOR COMPLETION .....	15
C1.11 APPLICABLE LAW AND VENUE OF LITIGATION .....	15
C1.12 NON-EXCLUSIVE CONTRACT .....	15
C1.13 SEVERABILITY .....	16
C1.14 CONTRACT DOCUMENTS CONTAIN ALL TERMS .....	16
C1.15 ENTIRE AGREEMENT .....	16
C1.16 INTENTION OF THE TOWN.....	16
C1.17 PRIORITY OF PROVISIONS .....	16
C1.18 ROYALTIES AND PATENTS .....	17
C1.19 PURCHASE AND DELIVERY, STORAGE, AND INSTALLATION .....	17
C1.20 VEHICLES & EQUIPMENT .....	17
C1.21 OWNERSHIP OF THE WORK.....	17
C1.22 TOWN LICENSES, PERMITS AND FEES.....	17
C1.23 TAXES .....	18
C1.24 REMOVAL OF UNSATISFACTORY PERSONNEL .....	18
C1.25 DEFECTIVE OR NON-COMPLIANT WORK .....	18
C1.26 COMPLIANCE WITH APPLICABLE LAWS .....	19
C1.27 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA.....	19
C1.28 NOTICES .....	19
C2 INDEMNITY & INSURANCE.....	20
C2.01 INDEMNIFICATION.....	20

C2.02 CONTRACTOR’S RESPONSIBILITY FOR DAMAGES TO THE WORK.....	20
C2.03 DEFENSE OF CLAIMS .....	20
C2.04 INSURANCE .....	20
C3 PUBLIC RECORDS .....	22
C3.01 ACCESS, REVIEW AND RELEASE OF RECORDS.....	22
C4 CONTRACT MODIFICATION AND DISPUTE PROCESS .....	23
C4.01 CHANGE ORDERS .....	23
C4.02 FORCE MAJEURE .....	24
C4.03 EXTENSION OF TIME .....	24
C4.04 EXCUSABLE DELAY, NON-COMPENSABLE.....	26
C4.05 CLAIMS .....	26
C4.06 CONTINUING THE WORK .....	27
C4.07 FRAUD AND MISREPRESENTATION .....	27
C4.08 STOP WORK ORDER .....	27
C4.09 MATERIALITY AND WAIVER OF BREACH.....	28
C4.10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN .....	28
C4.11 CONTRACT EXTENSION .....	28
C5 EARLY TERMINATION & DEFAULT.....	28
C5.01 SET-OFFS, WITHOLDING, AND DEDUCTIONS.....	28
C5.02 CONTRACTOR DEFAULT .....	28
C5.03 TERMINATION FOR CONVENIENCE.....	29
C5.04 REMEDIES AVAILABLE TO THE TOWN.....	30
C5.05 FUNDS AVAILABILITY .....	30
C6 PAYMENT PROCESS.....	30
C6.01 COMPENSATION .....	30
C6.02 ESTIMATED QUANTITIES.....	30
C6.03 LINE-ITEM PRICING .....	31
C6.04 LINE-ITEM QUANTITIES.....	31
C6.05 ADDITIONAL LINE-ITEM PRICING.....	31
C6.06 REIMBURSIBLE EXPENSES .....	31
<b>Section D. SPECIAL TERMS &amp; CONDITIONS.....</b>	<b>32</b>
D1 SCOPE OF WORK.....	32

D2 CATCH BASINS .....	32
D3 STORM DRAINAGE PIPING, MANHOLESM AND JUNCTION BOXES .....	33
D4 CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION .....	33
D5 DAILY LOG.....	33
D6 INVOICING .....	33
D7 CONTRACT TERM.....	33
D8 LIQUIDATED DAMAGES .....	33
D9 WARRANTY.....	34
<b>CONTRACT EXECUTION FORM .....</b>	<b>35</b>
<b>CORPORATE RESOLUTION .....</b>	<b>36</b>
<b>ATTACHMENT A. BIDDER’S PROPOSAL.....</b>	<b>37</b>

## SECTION A. NOTICE TO BIDDERS

**ITB Name:** Storm Drainage System Cleaning Services  
**ITB No.:** 2021-24  
**Bids Due:** 11:00 AM EST, April 23, 2021

### **Solicitation Overview:**

The Town of Miami Lakes (the "Town") will be accepting sealed Bids from qualified firms to provide storm drainage system cleaning services for the Town's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB)

Bidders are to submit one (1) original and two (2) physical copies of their Bid, with original signatures together with one (1) additional virtual copy of the Bid on a Flash Drive. Sealed Bids, including the Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 11:00 AM on April 23, 2021**, at which time the Bids will be opened.

### **General Instructions:**

**Bidders must carefully review all the materials contained herein and prepare their Bids accordingly.** The detailed requirements set forth below will be used to evaluate the Bids and failure of a Bidder to provide the information requested for a specific requirement may render their Bid non-responsive and will result in rejection.

Copies of the ITB will only be made available on the Town's website, Public Purchase, and the Onvia DemandStar ("DemandStar") website. Copies of the ITB, including all related documents can be obtained by visiting the Town's website at <http://www.miamilakes-fl.gov/>, under Current Solicitations on the Procurement Department page, on Public Purchase at [www.publicpurchase.com](http://www.publicpurchase.com), or on DemandStar's website at [www.demandstar.com](http://www.demandstar.com). If you use Public Purchase or DemandStar, it is strongly recommended that you register with them to receive notifications about this solicitation.

### **Minimum Requirements to Submit a Response:**

To be eligible for award of this project, bidders must:

1. Possess a minimum of five (5) years of experience performing storm drainage system cleaning services;
2. Have completed at least three (3) storm drainage system cleaning projects of similar size, scope, and complexity performed within the last five (5) years, demonstrated through client reference forms (Form CRL); and
3. Provide copy of any licenses applicable to business such as Miami-Dade County Occupational License, etc.

The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience solely where the Bidder has undergone a name change and such change of name has been filed with the State of Florida.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits certain communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. **Any questions concerning the substance of this or any other solicitation advertised by the Town must be submitted in writing to [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov) while the Cone of Silence is in effect. No other communications, oral or otherwise, will be accepted.** Failure to comply with the Cone of Silence may result in the rejection of a Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

## SECTION B. INSTRUCTIONS TO BIDDERS

### B1 DEFINITION OF TERMS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
7. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
8. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
9. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
10. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments, and other such documents issued under or relating to the Contract.
11. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
12. **Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.
13. **Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.
14. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents.
15. **Defective Work** means (a) Work that is unsatisfactory, deficient, or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.
16. **Design Documents, Plans or Sketch** means any construction plans and specifications, or graphic representation included as part of the Contract.
17. **Field Directive** means a written directive to effect changes to the Work, issued by the Project Manager, Consultant or the Town Department Director that may affect the ITB Contract price or time.

18. **Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
19. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.
20. **Materials** mean goods or equipment incorporated into the Work or used or consumed in the performance of the Work.
21. **Notice of Award** means any correspondence from the Town that informs the successful bidder of a contract award for this ITB.
22. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
23. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
24. **Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
25. **Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
26. **Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
27. **Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment, or services necessary to perform the Work.
28. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
29. **Substantial Completion** means that point at which the Project is at a level of completion in substantial compliance with the Contract Documents and is fit for use in its intended purpose. Substantial Compliance will not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy will not be the sole factor in determining whether Substantial Completion has been achieved unless a temporary certificate of completion has been issued.
30. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
31. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
32. **Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.
33. **Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

## **B2 BID PROCESS**

### **B2.01 GENERAL REQUIREMENTS FOR BID PROCESS**

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be



completed, signed, and submitted in accordance with the requirements of Section B. All Bids must be typewritten or filled in with pen and ink and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

(i) *Joint Venture or Teaming Agreements*

Joint venture firms or teaming agreements will not be considered for award under this ITB.

**B2.02 PREPARATION OF BID**

The Bid Form contains multiple line items, and the Bidder must provide prices for all line items and must provide the price for the total Bid amount. Failure to include pricing on all line items as well as the total Bid Amount will result in the Bid being found non-responsive.

**Bidder must use the blank Town forms provided herein.** The Bid must be signed and acknowledged by the Bidder in accordance with the directions within this ITB. Failure to utilize or fully complete the Town's forms may result in a determination that the Bid is non-responsive.

A Bid will be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions or of the ITB.

All Bid prices are to include the furnishing of all labor, materials, equipment, all overhead/indirect expenses, and profit, necessary for the completion of the Work, except as may be otherwise expressly provided for in the Contract Documents.

**B2.03 ESTIMATED QUANTITIES**

The quantities stated on the Bid Form are solely estimates of what the Town anticipates its needs are for the initial year of the Contract. The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

**B2.04 LINE-ITEM QUANTITIES**

The estimated quantities will be used solely for bid comparison purposes for the Town to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

**B2.05 ADDITIONAL LINE-ITEM PRICING**

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line items the Town will do so through the Change Order process.

**B2.06 BID PREPARATION COSTS AND RELATED COSTS**

All costs involved in the preparation and submission of a Bid to the Town, or any work performed in connection therewith is the sole responsibility of the Bidder(s). No payment will be made for any Bid received, or for any other effort required of or made by the Bidder prior to commencement of Work as defined by any contract duly approved by the Town Council or Town Manager. The Town will bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

#### B2.07 QUALIFICATION OF BIDDERS

Bidder, by virtue of submitting its Bid, certifies that it is qualified and capable of performing the Work required under the Contract. To qualify for award, Bidder must meet the minimum qualification requirements stated in Section A. Bidders must complete the attached Questionnaire Form and include it with their Bid. Failure to complete and submit this form or to meet the minimum qualifications will result in the Bid being deemed non-responsive. The Town may at its sole discretion allow a Bidder to amend an incomplete Questionnaire during the evaluation process provided that the Bidder has included the Questionnaire in its Bid.

#### B2.08 EXAMINATION OF CONTRACT DOCUMENTS

It is the responsibility of each Bidder, before submitting a Bid in response to this ITB to:

- a. Carefully review the ITB, including any Addendum and notify the Town of any conflicts, errors, or discrepancies.
- b. Take into account federal, state and local, including, without limitation, the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.
- c. Study and carefully correlate Contractor's observations with the requirements of the ITB.

The submission of a Bid in response to this solicitation constitutes an incontrovertible representation by Bidder that it will comply with the requirements of the Contract Documents and that without exception, the Bid is premised upon performing and furnishing the Work required under the Contract Documents and that the Contract Documents are sufficient in detail to indicate and convey understanding of all terms and conditions for the performance of the Work.

#### B2.09 INTERPRETATIONS AND CLARIFICATIONS

All questions about the meaning or intent of the ITB, must be directed in writing and submitted by e-mail to the Procurement Office, at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of an addendum. All addenda will be posted on the Town's website, Public Purchase, and DemandStar. It is the sole responsibility of the Bidder to obtain all addenda by visiting the Town's website. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda will be binding. Verbal interpretation or clarifications will be without legal effect.

#### B2.10 POSTPONEMENT OF BID OPENING DATE

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the Bid opening date, of any such postponement to prospective Bidders. Any such postponement will be announced through the issuance of an addendum posted to the Town's website.

#### B2.11 ACCEPTANCE OR REJECTION OF BIDS

The Town reserves the right to reject any and all Bids, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a contract or who is in arrears to the Town.

(i) *Unbalanced Bids*

The Town reserves the right to reject any Bid where the line-item pricing is determined to be unbalanced. Such determination will be made at the sole discretion of the Town. An Unbalanced Bid price, which will be determined at the sole discretion of the Town, includes, but is not

limited to, pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders. An Unbalanced Bid typically occurs where the prices for one or more line items are too low a price to cover the actual cost to perform the Work (including overhead and profit) or too high a price where excessive profit will occur.

#### B2.12 WITHDRAWAL OF BID

Bidder warrants, by virtue of bidding, that its Bid and the prices quoted in its Bid are firm and irrevocable for acceptance by the Town for a period of one hundred twenty (120) calendar days from the date of the Bid submittal deadline. Bidder may change or withdraw its Bid prior to the Bid submittal deadline. All changes or withdrawals must be made in writing to the Town Clerk. Oral/Verbal modifications will not be valid. Once the Town makes an Award, the Bid cannot be withdrawn.

#### B2.13 OPENING OF BIDS

Bids will be publicly opened at the appointed time and place stated in the ITB and the names of the Bidders will be announced. The Town at its sole option may read the Bid prices. Late Bids will not be opened. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed, and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Any additional information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder(s).

#### B2.14 LOCAL PREFERENCE

This ITB is subject to local preference under Section 13 of Town Ordinance 17-203. In order to qualify, Bidders seeking preference must submit the Local Vendor Preference Certification Form with all required supporting documentation. The Local Vendor Preference Certification Form can be found on the Town's website at <http://www.miamilakes-fl.gov>.

#### B2.15 TIE BIDS

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more bids which are equal in price, the Award will be determined in accordance with Florida Statute 287.133(2)(a), the Drug-Free Workplace Act. Where tie Bids still exist, the Award will be made to one of the Bidders at the sole discretion of the Town Manager.

#### B2.16 AWARD OF CONTRACT(S)

The Town anticipates awarding a contract to the lowest responsive and responsible Bidder(s) that is in the best interest of the Town.

The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place of business, require the Bidder to furnish documentation or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Town will consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on Town and other contracts. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder and the Town is satisfied that the Bidder(s) is qualified to perform the Work.

### **B2.17 BID PROTEST PROCESS**

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 12-142, Section 16, which is available at <http://www.miamilakes-fl.gov>.

### **B2.18 EXECUTION OF CONTRACT**

The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, sign and deliver to the Town the Contract Execution and Certificate of Authority forms found in Section H, together with the acceptable bonds as required in Article B2.20, Performance & Payment Bonds, below.

## **B3 REQUIRED FORMS & AFFIDAVITS**

### **B3.01 COLLUSION**

Where two (2) or more related parties, as defined in this Article, each submit a response to an ITB, such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control, and management of such related parties in preparation and submission under such ITB. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same project. ITB responses found to be collusive will be rejected. Bids must be developed independently. Where two or more Bidders have worked together, discussed the details of their bids prior to submission of their Bids or worked together in independently submitting Bids such actions will be deemed to be collusion.

### **B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT**

The Bidder must identify any relationship the owners or employees have with the Town's elected officials or staff using the Relationships with the Town affidavit found in Section H, Required Attachments.

### **B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK**

Bidder must complete and submit the Conflict of Interest, Anti-Kickback and Proposer's Relationships to the Town Affidavits found in Section H, Required Attachments, in its Bid. Bidder certifies that its Bid is made independently of any assistance or participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

### **B3.04 PUBLIC RECORDS AFFIDAVIT**

The Town shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope and must state the reasons why such exclusion from public

disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town.

All prospective Bidders must complete and submit the Compliance with Public Records Law affidavit with their Bid. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Bidders, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

#### **B3.05 PUBLIC ENTITY CRIMES ACT**

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

**END OF SECTION**

## **SECTION C. GENERAL TERMS & CONDITIONS**

### **C1 GENERAL REQUIREMENTS**

#### **C1.01 GENERALLY**

The employee(s) of the Contractor will be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if requested by the Town Manager or designee, should the Town Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor must at all times cooperate with the Town, or the Consultant (if any) and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The Town, the Consultant (if any) and other agencies authorized by the Town, must have full access to the Project site at all times.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

#### **C1.02 RULES AND REGULATIONS**

The Contractor must comply with all laws and regulations applicable to provision of services specified in the Contract Documents. The Contractor must be familiar with all federal, state, and local laws, rules, regulations, codes, and ordinances that affect the Work.

Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, rules or regulations governing items of Work that differ from these specifications, the most stringent specifications, rules, and regulations will apply.

#### **C1.03 HOURS FOR PERFORMING WORK**

All Work must be performed in accordance with the Town's Noise Ordinance No. 04-50 unless specifically stated otherwise herein or in a Work Order. Work to be performed outside these hours will require the prior written approval of the Project Manager.

#### **C1.04 SUBCONTRACTORS**

Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

Contractor must utilize the Subcontractors identified in its Bid submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Project Manager.

Bidders that will be using a temporary labor company to provide staffing for the Project must complete the Leased Employees Affidavit Form and include it with their Bid. Failure to include this form may result in the Bid being rejected as non-responsive.

#### C1.05 CONSULTANT SERVICES

The Town, at its sole discretion, may hire a Consultant who may serve as the Town's representative for the Contract. Where a Consultant has been identified, the Consultant and the Project Manager will both have authority to act on behalf of the Town to the extent provided for in the Contract Documents, and where such authority has been delegated in writing by the Town Manager.

#### C1.06 AUTHORITY OF THE PROJECT MANAGER

The Town Manager hereby authorizes the Project Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents. The Project Manager may delegate some of the authority contained in this Article to a designee.

The Contractor is bound by all determinations or orders of the Project Manager and must promptly respond to requests of the Project Manager, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Project Manager's determination or requests. Where requests are made orally, the Project Manager will follow up in writing, as soon thereafter as is practicable.

The Project Manager and/or designee shall have authority to act on behalf of the Town to the extent provided for by the Contract Documents, unless otherwise modified in writing by the Town. All instructions to the Contractor will be issued in writing through the Town Manager, Project Manager, or designee.

The Project Manager will not be responsible for the means, methods, techniques, sequences, or procedures employed, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

All interpretations and recommendations of the Project Manager and Consultant will be consistent with the intent of the Contract Documents.

Interpretation of the Contract terms and conditions will be issued by the Town's Procurement Manager.

The Project Manager and/or designee will have authority to reject Work that does not conform to the Contract Documents. Whenever, in their opinion, it is considered necessary or advisable to ensure the proper completion of the Work the Project Manager or Consultant have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

The Project Manager's authority to act under this paragraph, or any decision made in good faith either to exercise or not to exercise such authority, shall not give rise to any duty or responsibility of the Project Manager owed to the Contractor, any subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.

The Project Manager is not responsible for the acts or omissions of the Contractor, any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

**C1.07 INDEPENDENT CONTRACTOR**

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

**C1.08 THIRD-PARTY BENEFICIARIES**

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third party will be entitled to assert a claim against either of them based upon this Contract.

**C1.09 ASSIGNMENT OR SALE OF CONTRACT**

The performance of this Contract will not be transferred, pledged, sold, delegated, or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

The Contractor must notify the Project Manager prior to any Assignment of the Contract, which must be approved by the Town for the transfer of the Contract. The Town may, at its sole discretion, elect not to approve the transfer of the Contract, which will result in the Contract being terminated in accordance with the Termination for Convenience provision of the Contract. Any transfer without Town approval will be cause for the Town to terminate this Contract for default and the Contractor will have no recourse from such termination.

Nothing herein will either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent, or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

**C1.10 TIME FOR COMPLETION**

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion is provided for in the Special Terms & Conditions.

**C1.11 APPLICABLE LAW AND VENUE OF LITIGATION**

This Contract will be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue will be Miami-Dade County, Florida.

**C1.12 NON-EXCLUSIVE CONTRACT**

This Contract shall not be deemed to create an exclusive relationship between the Town and the Contractor(s). The Town, in its sole discretion, reserves the right to perform, solicit or employ other parties or its own staff to perform Work or Services comparable to those covered herein.



#### C1.13 SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract Documents will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision must be made within seven (7) calendar days after the finding by the Court becomes final.

#### C1.14 CONTRACT DOCUMENTS CONTAIN ALL TERMS

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents will be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

#### C1.15 ENTIRE AGREEMENT

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations, or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents will not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

#### C1.16 INTENTION OF THE TOWN

It is the intent of the Town to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

#### C1.17 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence will apply:

1. In the event of conflicts in the Contract Documents the priorities stated below will govern;
2. Revisions and Change Orders to the Contract will govern over the Contract;
3. The Contract Documents will govern over the Contract;
4. The Special Conditions will govern over the General Conditions of the Contract; and
5. Addendum to an ITB will govern over the ITB.

In the event that Drawings and specifications are provided with the Contract the priorities stated below will govern:

1. Scope of Work and Specifications will govern over Plans and Drawings;
2. Schedules, when identified as such will govern over all other portions of the Plans;
3. Specific notes will govern over all other notes, and all other portions of the Plans, unless specifically stated otherwise;
4. Larger scale drawings will govern over smaller scale drawings;
5. Figured or numerical dimensions will govern over dimensions obtained by scaling; and
6. Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive, strict, or higher quality will govern.

#### C1.18 ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

#### C1.19 PURCHASE AND DELIVERY, STORAGE, AND INSTALLATION

All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing and damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

No materials will be stored on site without the prior written approval, using the appropriate Town form, by the Project Manager. The Town's Forms are available on the Town's website.

#### C1.20 VEHICLES & EQUIPMENT

Contractor must have on hand at all times clean and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. The Town may require the repair or replacement of equipment as reasonably necessary.

#### C1.21 OWNERSHIP OF THE WORK

The Contractor is solely responsible for all Work, until Final Completion of the Work. Contractor is liable for all damage, theft, maintenance, and safety until such time as the Town issues a notice of Final Completion of the Work.

#### C1.22 TOWN LICENSES, PERMITS AND FEES

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Contract are as follows:

1. Contractor must have and maintain during the term of this Contract all appropriate Town licenses. Fees for which must be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.
2. During the performance of this Contract there may be times when the Contractor will be required to obtain a Town permit for such Work. It is the responsibility of the Contractor to ensure that he has the appropriate Town permits to perform such work as may become

necessary during the performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

#### C1.23 TAXES

Contractor must pay all applicable sales, consumer, use, and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

Contractor shall include all sales and other taxes for which it is liable in its Bid price.

#### C1.24 REMOVAL OF UNSATISFACTORY PERSONNEL

Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

#### C1.25 DEFECTIVE OR NON-COMPLIANT WORK

The Project Manager has the authority to reject or disapprove Work that is found to be defective or not in compliance with the requirements of the Contract. If required, the Contractor will promptly either correct all defective or non-compliant Work or remove such defective Work and replace it with non-defective/non-compliant Work. Contractor will bear all direct, indirect, and consequential costs of such removal or corrections.

Re-examination of any of the Work may be ordered by the Project Manager and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, the Town will pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, Contractor will pay such cost.

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

If, within the warranty period required by the Contract Documents, or by any specific provision of the Contract, 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, must promptly correct such defective or nonconforming Work within the time specified by Town, without cost to Town. Should the Contractor fail to take such action the Town may take any necessary and appropriate action and hold the Contractor liable and responsible for all costs. The Town may take any action allowed under this Contract or in law to recover all such costs. Nothing contained herein will 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.

Failure to reject any defective Work or material does not, in any way, prevent later rejection when such defect is discovered, or obligate the Town to accept the defective Work.

**C1.26 COMPLIANCE WITH APPLICABLE LAWS**

The Contractor must comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

**C1.27 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA**

Contractor will not unlawfully discriminate against any person, will provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contract. Contractor will comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

**C1.28 NOTICES**

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice will remain until it has been changed by written notice in compliance with the provisions of this Article. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Edward Pidermann  
Town Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
[pidermanne@miamilakes-fl.gov](mailto:pidermanne@miamilakes-fl.gov)

Lorenzo Cobiella  
Deputy Town Attorney  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
[cobiellal@miamilakes-fl.gov](mailto:cobiellal@miamilakes-fl.gov)

For Contractor:

Paul Quentel  
CEO  
EnvrioWaste Services Group, Inc.  
18001 Old Cutler Rd, #554  
Palmetto Bay, FL 33157  
[eddybarba@ewsg.com](mailto:eddybarba@ewsg.com)

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During the Work, the Contractor must maintain continuing communications with designated Town representative(s). The Contractor must keep the Town fully informed as to the progress of the Work under the Contract.

## **C2 INDEMNITY & INSURANCE**

### **C2.01 INDEMNIFICATION**

The Contractor must indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents, and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town will not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving, or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor, under this Contract. The Contractor will defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation will survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

### **C2.02 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK**

Contractor accepts full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town Manager or designee, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Contractor is full responsible for Work against all losses or damages of whatever nature sustained until acceptance by Town, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

### **C2.03 DEFENSE OF CLAIMS**

Should any claim be made, or any legal action brought in any way relating to the Work under the Contract, the Contractor will diligently render to the Town all assistance which the Town may require of the Contractor.

### **C2.04 INSURANCE**

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the

State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, the insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents, and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

a. *Worker's Compensation and Employer's Liability Insurance:*

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000 each accident and a waiver of subrogation.

b. *Comprehensive Business Automobile and Vehicle Liability Insurance:*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

c. *Commercial General Liability ("CGL"):*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(1st) Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.

(2nd) Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.

(3rd) CGL Required Endorsements:  
a) Employees included as insured

- b) Contingent Liability/Independent Contractors Coverage
- c) Contractual Liability
- d) Waiver of Subrogation
- e) Premises and/or Operations
- f) Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
- g) Loading and Unloading
- h) Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed, or rented by Contractor or employees of the Contractor.

d. *Certificate of Insurance*

Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

e. *Additional Insured*

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

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

### **C3 PUBLIC RECORDS**

#### **C3.01 ACCESS, REVIEW AND RELEASE OF RECORDS**

Town will have the right to inspect and copy, at Town's expense, the books, records, and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

f. *Public Records*

Bidder affirms, by virtue of bidding, that its Bid is a public record, and the public will have access to all documents and information pertaining to the bid and the solicitation, subject to the provisions of Chapter 119, Florida Statutes. Bidder acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law. If

the Project is funded by grants, either partially or fully, records will be made available to the granting agency in accordance with that agency's requirements, when necessary.

Bidder is responsible for claiming applicable exemptions to disclosure as provided by Chapter 119, Florida Statutes, in its Bid by identifying the materials to be protected and providing a reason for why such exclusion from public disclosure is necessary and legal.

*g. Retention and Transfer of Public Records*

Upon termination by the Town or final completion of the Contract the Contractor must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the Town, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the Town. Any payments due the Contractor will not be made until the Town receives the public records. Failure to return such documents will result in the documents being subject Chapter 119 of the Florida Statutes

The Contractor must comply with the applicable provisions of Chapter 119, Florida Statutes and Town will have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor must retain all other records associated with this Contract for a period of five (5) years from the date of termination.

**Should the Contractor have any questions related to the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Town's custodian of public records at the Office of the Town Clerk 6601 Main Street, Miami Lakes, Florida 33014 either in writing to by telephone at (305) 364-6100 or [clerk@miamilakes-fl.gov](mailto:clerk@miamilakes-fl.gov).**

## **C4 CONTRACT MODIFICATION AND DISPUTE PROCESS**

### **C4.01 CHANGE ORDERS**

Without invalidating the Contract Documents, and without notice to any Surety, the Town reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a Change Order approved in advance and issued in accordance with provisions of the Town.

The Contractor is required to provide the Project Manager with a detailed Change Proposal Request ("CPR") or Request for Change Order ("RCO"), utilizing the Town's standard form, which must include requested revisions to the Contract, including but not limited to adjustments in this Contract Price and Contract Time. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the Town may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's CPR/RCO. The Contractor's CPR/RCO must include any schedule revisions and an explanation of the cost and schedule impact of the proposed change on the Project. If the Contractor fails to notify the Project Manager of any schedule changes associated with the



proposed change, it will be deemed to be an acknowledgment by Contractor that the proposed work will not have any scheduling consequences.

Any changes to the Contract must be contained in a written Change order, using the Town's Change Order Form, executed by both parties. However, under circumstances determined necessary by the Town, a Change Order may be issued unilaterally by Town.

In the event a satisfactory adjustment cannot be reached, and a Change Order has not been issued or time is of the essence, the Town reserves the right, at its sole option to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work.

Where the Town directs the Contractor to proceed on a time and materials basis, Contractor must maintain detailed records of all labor and material costs for review by the Town.

For all Change Orders the Contractor will be entitled to a combined profit and overhead rate for Change Orders that will not be in excess of ten (10%) percent inclusive of all direct/indirect costs including labor, material, and equipment costs, unless the Procurement Manager determines that the complexity and risk of the Change Order work is such that an additional factor is appropriate.

The final amount to be paid to the Contractor for Change Order Work is subject to negotiation between the Town and the Contractor.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

Contractor must utilize the Town's standard requests for change orders and change order forms unless otherwise specifically approved by the Town's Procurement Manager. The Town's Forms are available on the Town's website.

#### C4.02 FORCE MAJEURE

Should any failure to perform on the part of Contractor be due to a condition of Force Majeure as that term is interpreted under Florida law, then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor must request a time extension from the Town within two (2) working days of said Force Majeure occurrence. Any time extension will be subject to mutual agreement and will not be cause for any claim by the Contractor for extra compensation unless additional services are required by the Town. A Force Majeure event **does not include** inclement weather except for significant weather events that adversely impact the critical path of the Project Schedule, if required, or completion of the work, and **does not include** the acts or omissions of Subcontractors or suppliers.

#### C4.03 EXTENSION OF TIME

Any reference in this Article to the Contractor will be deemed to include suppliers, and permitted Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this Article.

If the Contractor is delayed at any time during the progress of the Work beyond the time frame or date provided for Final Completion by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract will be extended by the Town subject to the following conditions:

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;

2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts, and measures whether before or after the occurrence of the cause of delay.

A delay meeting all the conditions of the above, will be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay must be made within five (5) calendar days after the time when the Contractor knows or should have known of any cause for a specific event, for which it may claim an extension of time and must provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager will reasonably deem necessary or helpful in considering the requested extension.

The Contractor will not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Project Manager will endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor is obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor must promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same was granted. The Town must be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction has been obtained and move to dissolve the same or otherwise, as the Town may deem proper.

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article C4.04, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the Town will be processed through the Change Order provisions of the Contract.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the Contractor, the issuance of any Change Order, will not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

#### C4.04 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is delay caused by either of the following: (i) circumstances that could not be foreseen and are beyond the reasonable control of Contractor, its subcontractors, or suppliers; or (ii) joint or concurrent action by Contractor, its subcontractors, suppliers or vendors and the Town. Then Contractor will be entitled only to a time extension and no compensation for the delay.

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Article C4.05.

Failure of Contractor to comply with Article C4.05, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

#### C4.05 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C4.03 and C4.04 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Article C1.26 within the timeframe established in Article C4.04, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

The Town may require the Contractor to submit its claim utilizing a specific format or forms to facilitate the Town's evaluation of the claim. The Town at its sole discretion may require that additional documentation or information be provided by the Contractor to assist in its review and evaluation of the claim.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays include, but are not limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor will not be entitled to an increase in the Contract price or payment or compensation of any kind from the 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 it reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable. Contractor will only be entitled to an extension of the Contract Time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles C4.03, and Article C4.04. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

Failure of Contractor to comply with this Article as to any particular event of claim will be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

#### C4.06 CONTINUING THE WORK

Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and no Work must not be delayed or postponed pending resolution of any disputes or disagreements.

#### C4.07 FRAUD AND MISREPRESENTATION

The Town may terminate this Contract or any other contracts with the Town with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation, or material misstatement. Such person, individual, corporation, entity, or affiliate will be responsible for all direct or indirect costs associated with termination or cancellation.

#### C4.08 STOP WORK ORDER

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order will be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town will either:

1. Cancel the Stop Work Order; or
2. Terminate the Work covered by such order as provided in Article C5.03, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor must resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Project Manager, the Contractor may have been delayed by such suspension. In the event the Project Manger determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor will not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

#### C4.09 MATERIALITY AND WAIVER OF BREACH

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents will not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract Documents.

#### C4.10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

In the event the Contractor may be deemed to have a cause of action against the Town, no action will lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action is commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

#### C4.11 CONTRACT EXTENSION

The Town reserves the right to extend the Contract for up to ninety (90) calendar days beyond the original Contract period, inclusive of any Options to Renew exercised by the Town. In such event, the Town will notify the Contractor in writing of such extensions.

### **C5 EARLY TERMINATION & DEFAULT**

#### C5.01 SET-OFFS, WITHHOLDING, AND DEDUCTIONS

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

1. Any amount of any claim by a third party;
2. Any Liquidated Damages, and/or;
3. Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act

#### C5.02 CONTRACTOR DEFAULT

An event of default means a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, includes but is not limited to, the following:

1. The Contractor has not performed the Work in a timely manner;
2. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
3. The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;
4. The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;

6. The Contractor has failed in the representation of any warranties stated herein;
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

*h. Notice of Default – Opportunity to Cure*

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

*i. Termination for Default*

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article will not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

#### C5.03 TERMINATION FOR CONVENIENCE

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice will state the date upon which Contractor must cease all Work under the Contract, and if applicable vacate the Project(s) site(s).

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor must Stop all Work on the date specified in the notice ("the Effective Date");

1. Take such action as may be necessary for the protection and preservation of the Town's materials and property;
2. Cancel all cancelable orders for materials and equipment;
3. Remove all materials, supplies or equipment that may be used by the Contractor on other work;
4. Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contractor on other work;
5. Take no action that will increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and

6. All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, will any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

#### **C5.04 REMEDIES AVAILABLE TO THE TOWN**

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

#### **C5.05 FUNDS AVAILABILITY**

Funding for this Contract is contingent on the availability of funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

### **C6 PAYMENT PROCESS**

#### **C6.01 COMPENSATION**

Contractor can submit an invoice for payment for Work performed once per month for work completed and acceptance by the Project Manager. Contractor may not invoice more than once per month.

Contractor must use the Town's Contractor Payment Application ("Invoice") for all payment requests. Failure to use the Invoice form and full complete the required information will delay payment. Payments will not be made based on statements of accounts.

The Invoice Form is available on the Town's website at [http://www.miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=149&Itemid=358](http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=149&Itemid=358).

The Town will take action to pay, reject or make partial payment on an Invoice in accordance with the Florida Local Government Prompt Payment Act. No payments will be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute. Contractor is responsible for paying its Subcontractors and suppliers in accordance with the Florida Local Government Prompt Payment Act.

The Contractor will be compensated based on actual Work performed at the prices specified in the Contract.

The acceptance of final payment for a Project constitutes a waiver of all claims by Contractor related to that Project, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for payment.

#### **C6.02 ESTIMATED QUANTITIES**

The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total

quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

#### C6.03 LINE-ITEM PRICING

Line-item pricing must include all costs, both direct and indirect to perform the Work except for those costs specifically identified as reimbursable costs as stated in Article B9.06. This includes any incidental costs associated with the Work not specifically stated, i.e., the installation of drainage may require backfill and patching, whether permanent or temporary.

The Bid Form contains line-item prices, and the Bidder is required to Bid on all line items. Where a Bidder fails to provide line-item prices for all line items the Bid will be rejected as non-responsive.

#### C6.04 LINE-ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

#### C6.05 ADDITIONAL LINE-ITEM PRICING

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line items the Town will do so through the Change Order process.

#### C6.06 REIMBURSIBLE EXPENSES

Certain Project expenses may or will not be known at the time of award of a Project. The Town will reimburse the Contractor for such costs, which includes:

1. Permits
2. Police Officer costs when not provided by the Town
3. WASD fees
4. DERM fees

Where a permit or the Town requires the Contractor to use a police officer(s) during the performance of the Work the Town will make every effort to furnish police officers at no cost to the Contractor. Where the Town is not able to provide the required police officers the Town will reimburse the Contractor based on the actual cost to the Contractor and the cost is not include in the unit price per item. To be reimbursed the Contractor must submit a copy of documentation substantiating both the cost as well as proof of payment.

Contractor will only be reimbursed for the actual direct cost, without any mark-up.

**END OF SECTION**



## **SECTION D. SPECIAL TERMS & CONDITIONS**

### **D1 SCOPE OF WORK**

The scope of work shall consist of, but not be limited to, furnishing all labor, materials, equipment, supervision, transportation, and disposal to provide storm drainage system cleaning services of Town-owned catch basins, storm drainage piping, manholes, and junction boxes on an on-call basis throughout the Town. All debris shall be removed from the site and properly disposed of pursuant to Federal, State and Local laws and regulations.

This work shall take place in a variety of pipe sizes from twelve (12) inches up to thirty-six (36) inches, catch basins, manholes, and junction boxes. It should be anticipated that the majority of the work to clean/flush/video pipes will be in short job increments of approximately 30 feet, 50 feet, or 100 feet in length, although there will be pipes with substantially greater lengths. The Contractor shall be responsible to supply any water needed as part of their operations. The Town does not have a municipal water supply; therefore, the Contractor will be required to contact the County or municipal agency to obtain any needed water.

Emergency work shall be all work that is requested outside of normal working hours, paid at the price provided in the bid, and identified by the Project Manager at the time of the work request. The Contractor shall be required to start work within six (6) hours from the time the notice is given by the Town. The Town may not be able to issue a Work Order Form at the time of the emergency. In this case, the Contractor shall proceed per the verbal instructions of the Project Manager, which shall be immediately transmitted to the Contractor via email pending completion by the Project Manager of the Work Order Form. The Project Manager shall supply the Contractor with the Project Order Form at the earliest possible time after the emergency work has taken place.

### **D2 CATCH BASINS**

Contractor shall:

1. Remove catch basin grate, clean catch basin by removing all debris, soils, organic matter, and other miscellaneous debris, take a picture of the cleaned catch basin, and replace catch basin grate.
2. At the end of each workday, a list of all catch basins cleaned that day shall be submitted to the Project Manager. When all catch basins have been cleaned on the location map, a copy of the map with the date next to each catch basin indicating when it was cleaned shall be submitted to the Project Manager as documentation.
3. The marked-up location map shall identify catch basins that cannot be cleaned due to either accessibility or maintenance issues. The Project Manager shall be informed of such locations on the same day and may request that the identified catch basin be cleaned at a later date.
4. Document any broken or defective catch basins. Contractor shall notify the Project Manager or designee of any such identified catch basins at the end of the working day, with photos depicting the defect or damage.
5. Photographs of cleaned catch basins shall be submitted to the Project Manager or designee electronically once work is completed, or upon request of the Town. Photographs shall be in electronic JPG format in a media approved by the Town. Files shall be labeled with unique identifiers and correspond to the maps or as provided by the Town for other work assigned under this contract.
6. All catch basins will be marked with a painted dot on the face of the curb or basin grate after they have been cleaned.

### **D3 STORM DRAINAGE PIPING, MANHOLES AND JUNCTION BOXES**

Contractor shall:

1. All storm drainage piping, manholes, and junction boxes shall be completely flushed of debris and accumulated sediment.
2. At the end of each workday, a list of storm drainage piping, manholes, and junction boxes shall be submitted to the Project Manager. When all storm drainage piping, manholes, and junction boxes have been cleaned on a location map, a copy of the map with the date next to each item indicating when it was cleaned shall be updated reflecting progress and submitted to the Project Manager or designee.
3. Identify storm drainage piping, manholes, and junction boxes that cannot be cleaned due to accessibility or maintenance issues. Project Manager or designee shall be informed of such locations on the same day and may request that it be cleaned at a later date.
4. Document any broken or defective storm drainage piping, manholes, and junction boxes. Contractor shall notify the Project Manager or designee of any such identified storm drainage piping, manholes, and junction boxes at the end of the working day.
5. Photographs of cleaned storm drainage manholes and junction boxes shall be submitted to the Project Manager or designee electronically once work is completed, or upon request of the Town. Photographs shall be in electronic JPG format in a media approved by the Town. Files shall be labeled with unique identifiers and correspond to the maps or as provided by the Town for other work assigned under this contract.

### **D4 CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION**

The Town may, from time to time, request the Contractor to perform CCTV only inspections of this infrastructure. Contractor shall provide CCTV inspections at the request of the Town including video footage in an electronic format acceptable to the Town. The Town will provide Contractor with a written request for CCTV inspection services. CCTV inspections shall occur on the next business day, or on a schedule approved by the Project Manager. Contractor shall invoice the Town upon completion of the work requested, once approved by the Project Manager.

### **D5 DAILY LOG**

The Contractor shall complete and submit to the Project Manager or designee on a weekly basis a Daily Log documenting the Contractor's activities at the Project site on the Town's daily log or other forms as may be approved by the Town.

### **D6 INVOICING**

Invoices submitted by the Contractor in accordance with this Contract shall include copies of all disposal manifests and load tickets including applicable waste types and fees.

### **D7 CONTRACT TERM**

This agreement shall be effective upon execution by both parties and shall continue for a term of three (3) years from the date of execution by the Town. The Town retains two (2) options to extend the term of this Agreement for additional one-year terms.

### **D8 LIQUIDATED DAMAGES**

The Town may establish liquidated damages on the Notice to Proceed.

The Contractor is obligated and guarantees to obtain Substantial and Final Completions of the Project within the timeframes established in the Contract or any approved extension of time the Contractor may be granted by the Town. In the event of a delay in completion beyond the date established in the Contract Documents, the Contractor must pay to the Town for each and every calendar day of unexcused delay,

the sum of one hundred fifty dollars (\$150.00), which is hereby agreed upon not as a penalty but as liquidated damages. The Contractor will be notified of any exceptions. The total amount of liquidated damages will not exceed the value of the Contract.

The Town has the right to deduct liquidated damages assessments from any payment due or which may thereafter become due to the Contractor under any contract the Contractor has with the Town. In case the amount available under contracts the Contractor has with the Town is less than the amount of liquidated damages due the Town, the Contractor must pay the difference upon demand by the Town. Should the Contractor fail to compensate the Town for any liquidated damages, the Town will consider this as a form of indebtedness and may deny any future Work under the Contract or any other Town contract until such indebtedness is paid in full to the Town.

The Town will notify the Contractor in writing that it is incurring liquidated damages.

#### **D9 WARRANTY**

Contractor warrants to the Town that all materials and equipment furnished under the Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Project Manager, the Contractor must furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within the Contract Documents.

All Work must have a one (1) year warranty on labor from the date of acceptance of the Work by the Town under the Contract. Contractor must provide a minimum written warranty of one (1) year on all equipment, parts, or material unless the manufacturer provides a longer warranty. Where the manufacturer of the equipment, parts, or material provides a warranty greater than one (1) year, or other stipulated time frame, then the manufacturer's warranty term will take precedence. Contractor will be required to provide the Project Manager a copy of the manufacturer's warranty prior to the Town issuing final payment. Manufacturer's warranties will become effective upon Final Completion of the Project.

All material and equipment furnished must be fully guaranteed by the Contractor against factory defects and workmanship. At no expense to the Town, the Contractor will correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Contract Documents may supersede the manufacturer's standard warranty. Manufacturer's warranties will become effective upon Final Completion of the Project.

Should the Contractor fail to perform any required warranty work the Town, at its sole discretion, may have the work performed by others, and deduct such costs from any monies due the Contractor from the Town. Where such funds are not available, the Town will bill the Contractor and Contractor will reimburse the Town within thirty (30) calendar days. The Town may take any necessary and appropriate action provided under this Contract or with law to collect such payment due the Town.

**END OF SECTION**


**SIGNATURE PAGE FOLLOWS**

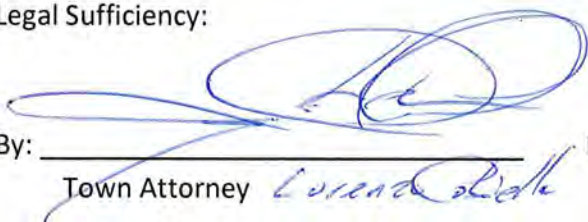
**CONTRACT EXECUTION FORM**

This Contract ~~2021-24~~ made this 19<sup>th</sup> day of May in the year 2021 in an amount not to exceed \$ budgeted funds by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and EnviroWaste Services Group, Inc, hereinafter called the "Contractor."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:  
By:   
Gina Inguanzo, Town Clerk


**TOWN OF MIAMI LAKES**  
By:   
Edward Pidermann, Town Manager

Legal Sufficiency:  
By:   
Town Attorney Lorena Sade

Date: 05/19/2021

Signed, sealed, and witnessed in the presence of:

**CONTRACTOR**  
  
(Contractor's Name)

By: 

By: EnviroWaste Services Group, Inc  
Name: Paul Quentel  
Title: CEO  
Date: 5/12/21

Section E. (\*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

**CORPORATE RESOLUTION**

WHEREAS, EnviroWaste Services Group, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and


WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the CEO,  
(type title of officer)

Paul Quentel, is hereby authorized  
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this 12 day of May, 2021.

  
\_\_\_\_\_  
Corporate Secretary

(Corporate Seal)

**ATTACHMENT A. BIDDER'S PROPOSAL**

## BID FORM

This Bid is submitted on behalf of EnviroWaste Services Group, Inc (hereinafter "Bidder") located at

(Name of Bidder)

18001 Old Cutler Rd, #554 Palmetto Bay, Fl. 33157, submitted on April 23, 2021,

(Address)

(Date)

to furnish all Work as stated in the ITB and Contract Documents for ITB No. 2021-24 for

Storm Drainage System Cleaning Services

(Solicitation Title)

To: Town of Miami Lakes, Florida  
Attn: Town Clerk  
Government Center  
6601 Main Street  
Miami Lakes, Florida 33014

This Bid Form is submitted as part of the Bidder's Bid submittal ("Submittal") in response to the above stated ITB issued by the Town of Miami Lakes.

Bidder has carefully examined all the documents contained in the ITB and understands all instructions, requirements, specifications, drawings/plans, terms, and conditions, and hereby offers and proposes to furnish the products or services described herein at the prices, fees or rates quoted in the Submittal, and in accordance with the requirements, specifications, drawings/plans, terms and conditions, and any other requirements of the Contract Documents.

Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this ITB and attests to meeting the minimum qualifications stated therein.

All statements, information and representations prepared and submitted in response to the ITB are current, complete, true, and accurate. Bidder acknowledges that the Town will rely on such statements, information, and representations in selecting a Bidder, and hereby grants the Town permission to contact any persons or entities identified in the ITB to independently verify the information provided herein.

No attempt has or will be made by the Bidder to induce any other person or firm to not submit a response to this ITB and no personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Submittal. Bidder has had no contact with Town personnel regarding the ITB. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved.

The pricing, rates or fees proposed by the Bidder have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Bidder or competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Bidder prior to submission of the Submittal, either directly or indirectly, to any other Bidder or competitor.

Bidder is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county, or local public entities. If yes, Bidder must provide a detailed explanation of such disqualification, de-listing, or debarment, including the reasons and timeframe.

The Bidder agrees, if this Bid is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract Documents and to furnish the documents, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

The individual signing the Bid Form represents by signing, that he/she is duly authorized to sign on behalf of the Bidder and that all information and documents submitted in response to the ITB are to the best of his/her knowledge are true, accurate, and complete as of the submittal date.

### BID PRICE

Bidder's **TOTAL BID AMOUNT** includes the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required, in accordance with the Contract Documents.

Total Bid Amount (written out):

One hundred ninety five thousand four hundred forty dollars-


Total Bid Amount: \$ 195,440.00

Firm's Name: EnviroWaste Services Group, Inc

SSN or Federal ID No.: 65-0829090 Telephone No.: 305-637-9665

E-Mail Address: eddybarba@ewsg.com Facsimile No.: 305-637-9659

Town/State/Zip: Palmetto Bay, Fl. 33157

Printed Name/Title: Paul Ouentel, CEO Signature: 



Town of Miami Lakes  
 Storm Drainage System Cleaning Services  
 ITB 2021-24  
 Price Sheet-Form PP

Note: Proposer's pricing as submitted will determine the ("Total Price Amount") for the purpose of evaluating the Proposals. However, unless otherwise stated in the Price Sheet Notes the Contractor will be paid based on actual work performed. See Price Sheet Form Notes for line item details.

Item No.	Description	Unit of Measure	Quantity	Unit Price	Extended Price
1	Catch Basins	Each	750	\$ 125.00	\$ 93,750.00
2	Manholes	Each	250	\$ 125.00	\$ 31,250.00
3	Stormwater Pipes 12" - 24"	Linear Foot	51,000	\$ 0.50	\$ 25,500.00
4	Stormwater Pipes 25" - 36"	Linear Foot	8,000	\$ 5.00	\$ 40,000.00
5	CCTV Inspections 12" - 24"	Linear Foot	500	\$ 7.00	\$ 3,500.00
6	CCTV Inspections 25" - 36"	Linear Foot	160	\$ 9.00	\$ 1,440.00
<b>TOTAL PRICE AMOUNT</b>					<b>\$ 195,440.00</b>

Notes:

1. Unit price shall include all labor, materials, equipment, supervision, and transportation costs.
2. The Town will reimburse disposal fees separately. The Contractor shall submit disposal fee receipts to the Town.

Firm's Name: EnviroWaste Services Group, Inc.

Signature:



Print Name/Title: Paul Quentel, CEO

Email Address: eddybarba@ewsg.com

## Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable, in such instances insert "N/A".

1. How many years has your company been in business under its current name and ownership?

23 years

- a. Professional Licenses/Certifications (include name and license #)\* Issuance Date

<u>Certified General Contractor CGC1520877</u>	<u>8/29/12</u>
_____	_____
_____	_____
_____	_____

(\*include copies of each license in a separate attachment to this form)

2. Type of Company:  Individual  Partnership  Corporation  LLC  Other

If other, please describe the type of company: \_\_\_\_\_

- a. FEIN/EIN Number: 65-0829090
- b. Dept. of Business Professional Regulation Category (DBPR): 196, general building contractor
- i. Date Licensed by DBPR: 8/29/12
- ii. License Number: CGC1520877
- c. Date registered to conduct business in the State of Florida: 2/13/98
- i. Date filed: 2/12/98
- ii. Document Number: P98000014467
- d. Primary Office Location: Palmetto Bay, Fl.
- e. What is your primary business? Storm sewer cleaning, inspection, and repair  
(This answer should be specific)
- f. Name of Qualifier, license number, and relationship to company:

Eduardo Barba, CGC1520877 Corporate Secretary

g. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company:

NA

h. Name and Licenses of any prior companies

Name of Company	License Name & No.	Issuance Date
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None to report

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
------	-------	----------------

Envirowaste Holdings, LLC		100
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b. Is any owner identified above an owner in another company?  Yes  No

If yes, identify the name of the owner, other company names, and % ownership.

EnviroWaste Services Group, Inc, Altair Environmental, KRG Utilities, Inc. Utilities, IVAC

c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
Paul Quentel	CEO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Eduardo Barba	Corporate Secretary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Melissa Linton	CFO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other: \_\_\_\_\_

4. Employee Information

a. Total No. of Employees: 219

b. Total No. of Managerial/Admin. Employees: 45

c. Number of Trades Personnel and total number per classification:  
(Apprentices must be listed separately for each classification)

Project managers-18, Professional-9, Labor-165, clerical-27

5. Will a Labor Force Company be used to provide any workers?  Yes  No

6. Employer Modification Rating: .75

7. Insurance Information:

a. Insurance Carrier name & address:

USI Insurance Services 2400 E. Commercial Blvd., Ste. 600, Fort Lauderdale, FL 33308

b. Insurance Contact Name, telephone, & e-mail:

April Ruiz 954-607-4120 cell 954-270-2476 april.ruiz@usi.com

c. Insurance Experience Modification Rating (EMR): .75  
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: none

8. Have any lawsuits been filed against your company in the past 5 years?  Yes  No

If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.

9. To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity.  Yes  No

If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

10. Have any employees or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any employees or Principals have any pending violations of law, other than traffic violations?  Yes  No

If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.

11. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years?  Yes  No

If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

12. Has the Bidder or any of its principals failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?  Yes  No

If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

13. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?  Yes  No

If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

14. Project Management & Subcontract Details:

a. Name the Project Manager ("PM") for this Project: Mike Garcia

b. How many years has the PM been with the Company: 12

c. List all the PM's licenses & certifications:

PACP, Confined Spac, OSHA, asphalt

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d. List the last five (5) projects the PM worked on with the company. In a separate attachment, include the PM's role, scope of work, & value of each project.

City of Miami, storm drain cleaning(annual, \$750k) Town of Cutler Bay, storm drain  
cleaning(annual \$250k) City of Doral, storm drain cleaning(annual \$250k) Village of Pinecrest  
annual(\$50k) Village of Virginia Gardens(annual \$25k)

e. List all Subcontractors that will work on this project:

<b>Name</b>	<b>Trade/Work</b>	<b>% of Work</b>	<b>License No.</b>
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None, 100% self perform

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f. Scope of Actual Work to be Performed by your company and corresponding percentage of the work:

All of the work listed in the bid docs, cleaning, inspecting, dumping, labor, equipment

100%

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15. Prior Experience:

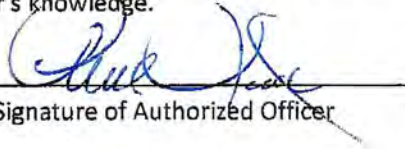
a. Prior contracts or projects of a similar size, scope, and complexity:

Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope, and complexity that the Town should consider in determining the Bidders responsiveness and responsibility. This attachment must include the contracts or projects that meet the minimum number of contracts or projects identified in Section A of the solicitation. Bidders are to include no more than five (5) contracts or projects in total.

Information provided must include the owner's name, address, and contract person, including telephone & e-mail, title of contract or project, location of project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion in calendar days. A verifiable reference letter is to be completed by the owner of the Project

and submitted as part of the Bid submission. Bidders must use Form CRL for its reference letters.

By signing below, Proposer certifies that the information contained herein is true and accurate to the best of Proposer's knowledge.

By:   
Signature of Authorized Officer

4/13/21  
Date

Paul Quentel  
Printed Name

**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 Miami Lakes

by Paul Quentel

[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

Palmetto Bay, 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 that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who



has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

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

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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


I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

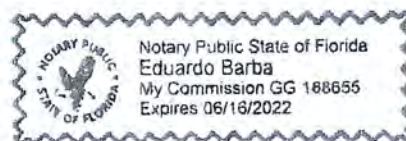
UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

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

WITNESS, my hand and official seal this 13 day of April, 2021.

My Commission Expires:

  
\_\_\_\_\_  
Notary Public State of Florida at Large



NON-COLLUSIVE AFFIDAVIT

State of Florida }  
County of Miami Dade } SS:

Paul Quentel being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

[Signature]  
Witness

Juan Veloso  
Witness

By: [Signature]

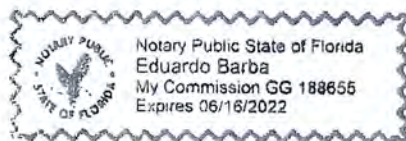
Paul Quentel  
(Printed Name)  
CEO  
(Title)

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

WITNESS, my hand and official seal this 13 day of April, 2021.

My Commission Expires: 6/16/22


[Signature]  
Notary Public State of Florida at Large



ANTI-KICKBACK AFFIDAVIT


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

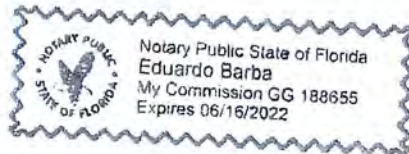
I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member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

By:   
Title: CEO

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

WITNESS, my hand and official seal this 13 day of April, 2021.

My Commission Expires: 6/16/22  
  
Notary Public State of Florida at Large





### COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
  - 1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
  - 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
  - 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: EnviroWaste Services Group, Inc

Authorized representative (print): Paul Quentel

Authorized representative (signature):  Date: 4/13/21



**PUBLIC RELATIONS AFFIDAVIT**

Bidder's Name: EnviroWaste Services Group, Inc Solicitation No.: 2021-24

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

Not Applicable

\_\_\_\_\_  
Last name First name Relationship

\_\_\_\_\_  
Last name First name Relationship

\_\_\_\_\_  
Last name First name Relationship

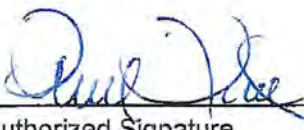
- b) Any family relationships with any employee or elected representative of the Town.

Not Applicable

\_\_\_\_\_  
Last name First name Relationship

\_\_\_\_\_  
Last name First name Relationship

\_\_\_\_\_  
Last name First name Relationship

  
Authorized Signature

04/13/21  
Date:

Paul Quentel  
Print Name

CEO  
Title:

# SUMMARY OF QUALIFICATIONS

**EWMSG** is an industry leader in the maintenance, inspection and repair of storm and sanitary systems throughout the Southeast.

Our fleet of Vactors, Vac-Cons, pump trucks, and TV inspection trucks ensure we deliver the technology necessary to meet our customers' maintenance and emergency requirements.

For over 20 years we have established the most appropriate game plan for our customers to achieve their goals.

**ENVIRO**  
WASTE SERVICES GROUP

MIAMI • ORLANDO • TAMPA • FT. LAUDERDALE • GEORGIA • NORTH CAROLINA

ewsg.com | 18001 Old Cutler Rd, Miami, FL 33157 • (877) 637-9665

## Sewer Services

EnviroWaste Services Group Inc., specializes in the cleaning of storm-water drainage systems and sanitary sewers. EWSG provides any services related to storm and sanitary sewers for private clients, commercial industries, municipalities, DOT, government agencies, and more!



- Pressure Test, Smoke Test, and Pre and Post Video PACP Inspections
- Storm and Sanitary Systems Inspection and Cleaning Services
- Two in House Certified NASSCO PACP/MACP/LACP Trainers
- Full Horizontal Construction Division Specializing in Sidewalks, C&G, Paving
- Three Full Time Pipe Bursting / Slip Lining Crews
- Cementitious and Epoxy Manhole Rehabilitation
- Full Line or Point Repair Sanitary and Storm Sewers
- Drainage Installation up to 80" Diameter
- Lateral Service Line Inspections, Installations, and Lining
- Repair of Lines using Sealing, Grouting, and Sectionals Liners
- Full Line CIPP Lining 6"-72"

A new drainage system is designed to drain in a matter of minutes.

It is recommended that regular maintenance is performed on your drainage system at least once a year to ensure proper water flow. Without appropriate care, leaves, sediment, and trash accumulate, pipes corrode, tree roots perforate the pipes, cracks appear in the system, and oil and tire



**BEFORE LINING**



**AFTER LINING**

particles from cars build up sludge. These factors cause an obstruction of proper drainage and cause pipe performance to deteriorate, thus rendering your drainage system useless. EnviroWaste has the necessary equipment and experience to identify the problem and quickly and efficiently correct it as well.



## CCTV Video Inspection

EnviroWaste's CCTV (closed captioned television) inspection uses custom controlled cameras to locate wreckage within the pipes. Our remote-controlled cameras operate on a four-wheel sled and allow the customer to see the exact condition of their drainage system to identify the problem and its severity. EWSG even offers a new technology that provides cured in place lining services which rehabilitates damaged pipes of any diameter without the costly excavation, while keeping disruptions of service to the very minimum.



## Sewer and Drain Cleaning

EnviroWaste Services Group has been providing Florida with sewer and drain cleaning services since 1998. EnviroWaste uses the latest, most advanced storm drain cleaning equipment to serve your maintenance and emergency needs.

EnviroWaste has the largest fleet of Jet/Vac trucks in the Southeastern United State's. These trucks are specially designed to restore your system to optimal conditions. Unlike "Septic Tank" trucks, which only suck trash out of the manhole, our superior trucks are specially designed to clean catch basins and lines and come equipped with a jet hose with a high-pressure nozzle to completely clear out the pipe walls and a powerful vacuum to dislodge and remove the debris and blockage to provide maximum water flow. EWSG also provides root cutters to properly remove intrusive roots without using chemicals.

EnviroWaste Services Group Inc., specializes in the cleaning of storm-water drainage systems and sewers. EWSG provides any services related to storm and sanitary sewers for private clients, commercial industries, municipalities, DOT, government agencies, and more!





## Inflow and Infiltration

### I/I Study

Inflow and infiltration occurs when clean ground water or storm water enters a sewer system through improper connections, cracked pipes, and defective joints.

Inflow is the term used to explain when the surface water enters a sewer system through improper connections of yard, roof, and cellar drains, cracked pipes, holes in manhole covers, catch basins, and cross connections between storm and sanitary sewers.

Infiltration occurs when the ground water enters the wastewater system through deteriorated manholes, cracks, and leaks in the joints.

After a rain or snowstorm, the inflow and infiltration sources begin filling up the sanitary sewer systems with clear water. These systems eventually become full resulting in the waste water to flow out at a significantly higher water level. If drains and sanitary fixtures are below this overload level water will be able to flow back through the sanitary sewer pipe. As a result, there will be flooding in homes and manholes will burst open, allowing the wastewater onto the streets.

These are the following 3 methods of identifying Inflow and Infiltration:

1. Smoke Testing
2. Flow Monitoring
3. Television Inspection

Flow Monitoring is when special measuring devices are inserted into the sewer lines to monitor the amount of water flowing through the wastewater system.



## Industrial Vacuum Services

In 2019 EWSG acquired Industrial Vacuum Services (IVAC). While adding to EWSG previous experience in industrial vacuum cleaning, EWSG has now also added all of IVAC's experience, equipment, and personnel.

EWSG/IVAC now has 6 large industrial vacuum loaders. EWSG specializes in removal of materials, wet or dry, from water and wastewater treatment plants, manufacturing plants, energy plants, construction sites,

silos, elevators, quarries, foundries, and other industrial sites.

**IVAC**

INDUSTRIAL VACUUM SERVICES, INC.

## Sewer Pipeline Repairs/Rehabilitation

A team of highly qualified professionals and technicians are eager to take care of all of your Sewer Pipeline Repair /rehabilitation needs. With hundreds of years of combined experience, our professionals are committed to providing superior services! With the acquisition of KRG Utilities in 2019, EWSG now offers its clients pipe bursting as well as slip lining in addition to the CIPP full main lining EWSG already performs. With three full time pipe bursting crews and almost 1,000,000 LF of pipe bursting to date, EWSG is the right choice every time.

We offer 24 Hour Emergency Response, Specializing in Emergency Clean up, Disaster Recovery including Hurricanes and Natural Disasters. Call 877-637-9665.



### **EnviroWaste Services Group**

Storm and Sanitary Sewer Maintenance Inspection, Repair,  
Rehabilitation, and Horizontal Construction

**Honorably Serving the Entire Southeastern United States!**

#### **COMPANY INFORMATION**

EnviroWaste Services Group, Inc.

18001 Old Cutler Road, Suite 554, Miami, FL 33157

(305) 637-9665, Fax (305) 637-9659, (877) 637-9665

License: # QB 32296

CGC 060385

[ewsg.co](http://ewsg.co)

7/15



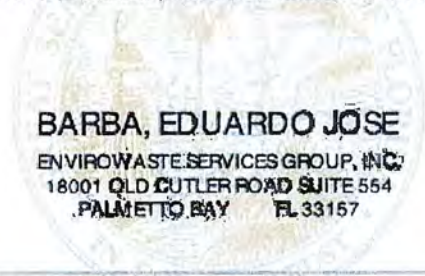
Pam DeSantis, Governor

Halley Bethune, 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 ROAD SUITE 554  
PALMETTO BAY FL 33157**

**LICENSE NUMBER: CGC1520877**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

## ***State of Florida Department of State***

I certify from the records of this office that ENVIROWASTE SERVICES GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on February 13, 1998.

The document number of this corporation is P98000014467.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on March 4, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-ninth day of April,  
2020*



*Ronald R. DeSantis*  
**Secretary of State**

Tracking Number: 2985965507CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

<b>OWNER</b>	FDOT
<b>PROJECT TITLE</b>	E5T90 Desilting, Video Inspection, and CIPP of Storm Sewer System
<b>BUDGET</b>	\$1,500,000
<b>TIME PERIOD</b>	January 2017-December 2017
<b>CONTACT</b>	Rick Coe Ph: 386-740-3490 frederick.Coe@dot.state.fl.us
<b>SCOPE</b>	EWSG has been contracted to cctv, clean and CIPP line the FDOT owned storm water system in Volusia Counties. In addition to standard cleaning and inspections, EWSG has CIPP lined 10,000LF of 18-42" sewer, replaced 80LF of 48" sewer and 300LF of 30" sewer. EWSG also seals and rehabilitates the department's manholes and inlets. The CIPP work was performed by Cobra Environmental.

<b>OWNER</b>	Bal Harbour Village
<b>PROJECT TITLE</b>	Sanitary Sewer Evaluation Study and associated repairs
<b>BUDGET</b>	\$750,000 Per Year
<b>TIME PERIOD</b>	May 2017-Current
<b>CONTACT</b>	Mike Alvarez 786-566-3462 malvarez@balharbourfl.gov
<b>SCOPE</b>	EWSG has been contracted to provide sewer rehabilitation services for the Village including CIPP rehabilitation, sewer cleaning/TV'ing, point repairs. EnviroWaste cleans and inspects the City's sanitary sewer system and makes the recommendation for repairs, and performs the repairs. All the manholes which have been coated under this contract were done with SewperCoat. More than 10,000 LF of sanitary sewers have been CIPP'd with our subcontractor Cobra Environmental.

<b>OWNER</b>	FDOT
<b>PROJECT TITLE</b>	E7L52 Desilting and Video Inspection of Storm Sewer System
<b>BUDGET</b>	\$6,000,000
<b>TIME PERIOD</b>	January 2017-2019
<b>CONTACT</b>	Pedro Lopez Ph: 813-975-6107 pedro.Lopez@dot.state.fl.us

<b>SCOPE</b>	EWSG has been contracted to cctv and clean the FDOT owned storm water system in Hillsborough, Pasco, Pinellas, Hernando, and Citrus Counties. EWSG also seals and rehabilitates the department's manholes and inlets. In addition to standard cleaning and inspections, EWSG has removed over 10,000 cubic yards of debris from box culverts.
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<b>OWNER</b>	Town of Cutler Bay
<b>PROJECT TITLE</b>	Miscellaneous Construction and Repairs Town Wide
<b>BUDGET</b>	\$1,500,000 per Year
<b>TIME PERIOD</b>	July 2008-Current
<b>CONTACT</b>	Alfredo Quintero 305-234-4262 aquintero@cutlerbay-fl.gov
<b>SCOPE</b>	EWSG has been contracted to provide clean storm sewers, remove and replace sidewalks, asphalt roadways, drainage repairs, along with other miscellaneous tasks. EWSG has installed new or replaced more than 200,000 LF of sidewalks, and paved over 200,000 SY of asphalt roads.

<b>OWNER</b>	City of Miami
<b>PROJECT TITLE</b>	Outfall and Drainage Cleaning Contract
<b>BUDGET</b>	\$750,000 per Year
<b>TIME PERIOD</b>	2005-Current
<b>CONTACT</b>	Ely Estevez Ph: 305-416-1295 eestevez@miamigov.com
<b>SCOPE</b>	EWSG has been contracted to provide cleaning of the City of Miami's storm drainage system. More than 2,000,000 LF of storm sewers have been cleaned since '05.

<b>OWNER</b>	Orange County, FL
<b>PROJECT TITLE</b>	Stormwater System Inspection, Cleaning, Sealing, Void Detection & Void Filling (Y8- 1034, Y8-1110, Y9-1022, Y11-112, Y12-1060, Y13-1083, Y14-1075, Y14-1025, Y17-100)
<b>BUDGET</b>	\$3,000,000 per Year
<b>TIME PERIOD</b>	June 2008-Current, 9 separate contracts
<b>CONTACT</b>	Bill Burnham 407-836-8036 William.Burnham@ocfl.net



<b>SCOPE</b>	EWSG has been contracted to provide various drainage related contracting services for Orange County, FL, including cleaning, video inspection, chemical grouting, internal joint seals, sonar inspection, ground penetrating radar, soil stabilization, injection holes, and injection & sealing of cracks. EWSG has pumped more than 30,000 Cubic Feet of grout for soil stabilization, cleaned and inspected over 2,000,000 Lf of 12-96" storm sewer, and grouted thousands of joints.
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<b>OWNER</b>	FDOT
<b>PROJECT TITLE</b>	E7K39 Desilting and Video Inspection of Storm Sewer System
<b>BUDGET</b>	\$225,000
<b>TIME PERIOD</b>	November 2014-2017
<b>CONTACT</b>	Pedro Lopez Ph: 813-975-6107 pedro.Lopez@dot.state.fl.us
<b>SCOPE</b>	EWSG has been contracted to cctv and clean the FDOT owned storm water system.



**HEADQUARTERS:** 18001 Old Cutler Road, #554, Miami, FL 33157 • (877) 637-9665 • F (877) 637-9659  
**OFFICES:** Miami, FL • Orlando, FL • Tampa, FL • Kernersville, NC • Atlanta, GA • Pineville, NC  
 www.EWSG.com • email: info@ewsg.com



**MIKE GARCIA**

**Director of Construction - EnviroWaste Services Group, Inc.**

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## **PROFESSIONAL PROFILE**

Mr. Garcia joined EWSG as Director of Construction in September of 2008 and has worked in a number of complex public Right-of-Way projects involving sanitary and storm drain pipe replacement. All of his projects have been delivered within contract schedule. He oversees the overall horizontal construction end of the company as well as bidding for future job opportunities and meeting with public officials.

In addition to being in charge of all horizontal and underground construction in South Florida, Mr. Garcia also handles all of cleaning and cctv inspection work based out of our Miami office. With a local fleet of 10 jet/vacs and 4 cctv inspection trucks, Mr. Garcia is directly responsible for roughly 1,000,000 linear feet of storm and sanitary sewers inspections yearly.

EWSG has the ability to self perform all of the open cut pipe replacement work, and generally subcontracts asphalt paving. Concrete paving is self performed.

- City of Miami Beach Horizontal JOC – Sanitary Sewer Pipe replacement and Point Repairs - \$ 150,000
- Town of Miami Lakes – Paving Drainage - \$ 206,000
- North Bay Village – Drainage and Paving - & 164,000
- Tamayo Engineering – FDOT Emergency Response – Sanitary Sewer Pipe Replacement - \$ 115,000
- City of Miami Beach JOC Contract- Cleaning, Lining, Point Repairs \$1,500,000
- City of Miramar – Cleaning, Inspection and Repair of Sanitary Sewer \$185,000
- Miami International Airport – Cleaning, Inspection and Repair of Sanitary Sewer - \$ 71,000
- Homestead Air Reserve Base - Sanitary Sewer Evaluation Study and Repairs – \$ 126,000
- City of Punta Gorda – Annual Grouting Contract - \$ 60,000
- City of Orlando Smoke Testing, and Sectional Point Repair - \$ 400,000 Annual
- FDOT – District 5 E5J21 Storm Sewer Inspection and Repair - \$ 670,000
- Indian Creek Village Storm Sewer Inspection and Rehabilitation - \$ 390,000
- InsituformTechnologies, Inc. – CCTV Inspection subcontracting: City of Miami Storm Capital Improvements, Pompano Beach Storm Sewer, City of Fort Lauderdale, City of North Miami , City of Clearwater, City of Tampa \$800,000
- Miami Dade WASD S-793 Countywide One-Year Contract Removal/Replacement and Rehabilitation of Sanitary Sewer Laterals - \$450,000
- City of Coral Gables Sanitary Sewer Rehabilitation Evaluation Assessment - \$1,200,000.00
- City of Miami C.I.P. Department Storm Drainage Improvements - \$790,000.00
- City of Miami C.I.P. Department concrete speed table installations City wide- \$100,000.00
- Town of Cutler Bay Concrete and Roadway Resurfacing - \$3,000,000.00

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Offices: Miami, FL \* Orlando, FL \* Tampa, FL  
[www.envirowastesq.com](http://www.envirowastesq.com) \* email: [info@envirowastesq.com](mailto:info@envirowastesq.com)



- City of Ft. Lauderdale Sanitary Sewer Rehabilitation Evaluation Assessment - \$325,000.00
- City of Homestead Sanitary Sewer Rehabilitation Evaluation Assessment - \$725,000.00
- City of Hollywood Sanitary Sewer Rehabilitation Evaluation Assessment - \$5,525,000.00
- City of Sunrise Sanitary Sewer Rehabilitation Evaluation Assessment - \$225,000.00
- City of Boca Raton Sanitary Sewer Rehabilitation Evaluation Assessment - \$1,285,000.00
- Broward County Sanitary Sewer Rehabilitation Evaluation Assessment - \$1,000,000.00
- City of Weston Sanitary Sewer Rehabilitation Evaluation Assessment - \$185,000.00
- Town of Davie Sanitary Sewer manhole removal/point repair - \$37,000.00
- City of North Miami Beach Sanitary Sewer Rehabilitation Evaluation Assessment - \$625,000.00
- City of North Miami Beach 18" water main replacement - \$125,000.00
- Village of Bal Harbour Sanitary Sewer Rehabilitation Evaluation Assessment - \$300,000.00
- Village of Pinecrest Storm Water Drainage Improvements - \$50,000.00
- Village of Pinecrest Sidewalk Improvements - \$90,000.00
- Collier County Storm Water Pipe Replacement - \$48,000.00
- 

## PREVIOUS EXPERIENCE

Mr. Garcia has been in the construction arena for over 21 years. Throughout his years in the industry, he has been involved in some of the largest homebuilding and land development jobs throughout South Florida.

He has also been involved in three opportunities to participate in Habitat for Humanity offering his help and experience during the development of new homes.

## EDUCATION

Florida International University	-	1998
Miami Dade Community College	-	1996

## SPECIAL QUALIFICATIONS

OSHA certified  
First Aid certified

Headquarters: 18001 Old Cutler Road, #554, Miami, FL 33157 \* (877) 637-9665 \* F (877) 637-9659  
Offices: Miami, FL \* Orlando, FL \* Tampa, FL  
[www.envirowastesg.com](http://www.envirowastesg.com) \* email: [info@envirowastesg.com](mailto:info@envirowastesg.com)

# Local Business Tax Receipt

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



7197342

**EXPIRES**

**SEPTEMBER 30, 2021**

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

**BUSINESS NAME/LOCATION**  
ENVIROWASTE SERVICES GROUP, INC  
18001 OLD CUTLER RD STE 554  
MIAMI FL 33157

**RECEIPT NO.**  
RENEWAL  
7479698



**OWNER**  
ENVIROWASTE SERVICES GROUP, INC  
C/O EDUARDO BARBA

**SEC. TYPE OF BUSINESS**  
198 GENERAL BUILDING CONTRACTOR  
CGC1520877

**PAYMENT RECEIVED BY TAX COLLECTOR**  
\$45.00 09/24/2020  
FPPU13-20-007133

**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).

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2/12/98

FLORIDA DIVISION OF CORPORATIONS  
PUBLIC ACCESS SYSTEM  
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TO: DIVISION OF CORPORATIONS  
FROM: FAS-T CORP. AGENTS, INC.  
CONTACT: LIDIA FERNANDEZ  
PHONE: (305)599-0839

FAX #: (850)922-4001  
ACCT#: 071001002335  
FAX #: (305)716-0346

NAME: ENVIROWASTE SERVICES GROUP, INC.  
AUDIT NUMBER.....H98000003009  
DOC TYPE.....FLORIDA PROFIT CORPORATION OR P.A.  
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To Sharon

Thanks

Lidia

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2/13



**FLORIDA DEPARTMENT OF STATE**  
**Sandra B. Mortham**  
Secretary of State

February 13, 1998

FAS-T CORP. AGENTS, INC.

SUBJECT: ENVIROWASTE SERVICES GROUP, INC.  
REF: W98000003245

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

Please check the spelling of the corporate name. Should it be ENVIROWASTE or ENVIORWASTE?

If you have any further questions concerning your document, please call (850) 487-6924.

Sharon Tala  
Document Specialist Supervisor

FAX Aud. #: E98000003009  
Letter Number: 698A00006378