

RESOLUTION NO. 03-155

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING ENVIROWASTE SERVICES GROUP, INC. FOR STORM DRAIN CLEANING SERVICES; AUTHORIZING THE TOWN MANAGER TO FINALIZE THE TERMS OF THE CONTRACT; AUTHORIZING TOWN OFFICIALS TO TAKE ALL STEPS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as part of its stormwater program, the Town of Miami Lakes (the “Town”) requires a contractor to perform storm drain cleaning within the Town; and

WHEREAS, the Village of Pinecrest (the “Village”) has contracted with Envirowaste Services Group, Inc. (“Envirowaste”) for the jetting and cleaning of catch basins, French drains and connecting pipes subsequent to their response to a Request for Proposals; and

WHEREAS, pursuant to Section 2(G)(2) of the Town Purchasing Procedures, the Town may enter into contracts without following competitive bidding procedures when another public agency has already followed such procedures; and

WHEREAS, the Town would like to “piggyback” the contract between Envirowaste and the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Contract. The contract for storm drain cleaning

services between the Village of Pinecrest and Envirowaste Services Group, Inc. (the "Contract"), a copy of which is attached as Exhibit "A", together with such changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. Authorization of Town Officials. The Town Manager and Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract.

Section 4. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Contract.

Section 5. Execution of Contract. The Mayor is authorized to execute the Contract on behalf of the Town.

Section 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 8th day of July, 2003.

Motion to adopt by Mary Collins, second by Roberto Alonso

FINAL VOTE AT ADOPTION 6-1


Mayor Wayne Slaton	<u>Yes</u>
Vice Mayor Roberto Alonso	<u>Yes</u>
Councilmember Mary Collins	<u>Yes</u>
Councilmember Robert Meador	<u>Yes</u>
Councilmember Michael Pizzi	<u>NO</u>
Councilmember Nancy Simon	<u>Yes</u>
Councilmember Peter Thomson	<u>Yes</u>

Resolution No. 03-155



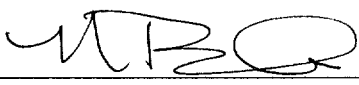
Wayne Slaton
MAYOR

ATTEST:



Beatris M. Arguelles, CMC
TOWN CLERK

Approved as to form and legality for the use
and benefit of the Town of Miami Lakes only:



Weiss, Serota, Helfman, Pastoriza, Guedes
Cole & Boniske, P.A.
TOWN ATTORNEY

Resolution No. CB-155



Date: 5/22/03

Town of Miami Lakes

Dear Mr. Ralph Casals,

It is our understanding that The Town of Miami Lakes shall be "piggy backing" on The Village of Pinecrest's drainage cleaning contract. As per our conversation on May 15, 2003, Envirowaste Services Group, Inc. will honor the prices set forth in the Village of Pinecrest contract for drainage cleaning services. The current contract with Pinecrest does not include a line item for the cleaning of manholes. Therefore ESG has supplied a copy of a contract, which we carry with the Village of Virginia Gardens, in which manholes are charged at \$100.00.

These prices shall be valid for a period of four (4) years.

The prices are as follow:

- **Catch Basins** **\$60.00 per inlet**
- **Manholes** **\$100.00 per inlet**
- **French Drains** **\$75.00 per inlet**
- **Pipe** **\$2.00 per lineal foot**
- **Outfalls** **\$150.00 per inlet**
- **Disposal** **\$105.00 per dump**

On average 10 inlets constitute one dump.

As per section 30-388.12, regarding off-duty police officers, the Town of Miami Lakes shall be responsible for reimbursement to EnviroWaste for cost associated with the hiring of an off-duty police officer. Currently Miami-Dade County Police department charges \$28.30 per hour.

Thank you,

A handwritten signature in black ink, appearing to read "B. Rafael Barba".

B. Rafael Barba
President
Envirowaste Services Group, Inc.



VILLAGE OF PINECREST, FLORIDA

INVITATION TO BID

STORM DRAINAGE SYSTEM CLEANING SERVICES

The Village of Pinecrest is requesting sealed bids for storm drainage system cleaning services. The service consists of furnishing all material, labor, and equipment necessary for the cleaning of the storm drainage system throughout the municipal limits.

Sealed bids must be submitted by Friday, August 14, 1998 at 10:00 a.m. to the Office of the Village Manager, 11551 South Dixie Highway, Pinecrest, Florida 33156. The sealed envelope should be clearly marked "STORM DRAINAGE SYSTEM CLEANING SERVICES BID". All bids will be opened publicly promptly at 4:05 p.m. Late submittals will not be accepted or considered.

Qualifications of the Bidder: Prospective bidders must be able to meet or exceed the qualifications and contractor requirements in accordance with bid documents.

Bid Requirements:

This project shall require a 10% bid bond. The bond may be in the form of a cashier's check, bank money order, bank draft or any national or state bank, certified check, or surety bond, payable to the Village of Pinecrest.

The successful bidder shall submit a current general liability insurance, automobile and workman's compensation insurance certificates for the duration of the contract.

Requesting Bid Documents:

If you wish to pick-up a bid package, call in your request 24 hours before arriving by dialing (305) 234-2121. The bid package may be picked up at the front desk at 11551 South Dixie Highway, Pinecrest, Florida. There is no charge for the bid documents.

Bid Opening and Posting of Bid Tabulations:

Sealed bids will be received until 10:00 p.m., Friday, August 14, 1998 at 11551 South Dixie Highway, Pinecrest, Florida 33156. The bid opening will be held in the Council Chamber at 4:05 p.m. The public is invited to attend. To receive bid opening results you may contact the Village Manager's Office at (305) 234-2121 after August 18, 1998.

The Village of Pinecrest reserves the right to accept any proposal deemed to be in the best interest of the Village or to waive any informality in any proposal. The Village may reject any or all proposals and re-advertise. There exists the possibility that the Village may consider in its best interest, to award the contract to more than one firm, each to be available for specific assignments as the need arises.

All questions or comments should be directed to Peter G. Lombardi, Office of the Village Manager, (305) 234-2121.

Guido H. Inguanzo, Jr., CMC
Village Clerk

RESOLUTION NO. 2002-36

A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, EXTENDING AN EXISTING AGREEMENT WITH ENVIROWASTE SERVICES GROUP, INC. FOR THE JETTING AND CLEANING OF CATCH BASINS, FRENCH DRAINS AND CONNECTING PIPES; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:


Section 1. That the Village Council hereby authorizes the Village Manager to extend an existing agreement with EnviroWaste Services Group, Inc. for the jetting and cleaning of catch basins, french drains and connecting pipes until October 28, 2004 pursuant to all of the terms and conditions of the initial agreement made and entered into on October 28, 1998.

Section 2. This resolution shall take effect immediately upon adoption.

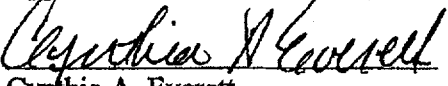
PASSED AND ADOPTED this 17th day of July, 2002.


Evelyn Langlieb Greer, Mayor

Attest:


Guido H. Ingrosso, Jr., CMC
Village Clerk

Approved as to Form and Legal Sufficiency:


Cynthia A. Everett
Village Attorney



Motion by: Councilmember Blanck
Second by: Councilmember Bowe

Vote: Councilmembers Blanck, Blaxberg, Bowe, Vice Mayor Hingston, and Mayor Greer voting Yes



AGREEMENT FOR PROFESSIONAL SERVICES
STORM DRAINAGE SYSTEM CLEANING SERVICES

THIS CONTRACT, made and entered into on the 28 day of October, 1998 by and between the Village of Pinecrest, Miami-Dade County, Florida, party of the first part (hereinafter called "Village"), and Envirowaste Services Group, Inc., Miami, Miami-Dade County, Florida, party of the second part (hereinafter called "Contractor"), a corporation FEID Number 05-0829070;

WITNESSETH THAT:

WHEREAS, the VILLAGE is a public corporation of the State of Florida, created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes, to include entering into contracts with public agencies, private corporations or other persons; and

WHEREAS, the VILLAGE desires to maintain its storm drainage system through trash and debris removal, and

WHEREAS, the CONTRACTOR has submitted a proposal in response to the VILLAGE'S Request for Proposals for Storm Drainage System Cleaning Services; and

WHEREAS, the CONTRACTOR represents that it is qualified and willing to provide said services; and the VILLAGE wishes to enter into a CONTRACT with the CONTRACTOR;

WHEREAS, the CONTRACTOR warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this CONTRACT;

WHEREAS, the Village Council of the VILLAGE OF PINECREST, at its September 8, 1998 meeting, has authorized entering into a CONTRACT with the CONTRACTOR to perform these services;

NOW THEREFORE, the VILLAGE and the CONTRACTOR, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

ARTICLE 1 – STATEMENT OF WORK

- 1.1 The CONTRACTOR shall, to the satisfaction of the VILLAGE, fully and timely provide storm drainage system cleaning services as requested pursuant to the "Project Specifications," attached hereto as Exhibit "A", and made a part of this CONTRACT.

ARTICLE 2 – TERM OF THE CONTRACT

- 2.1 The period of performance of this CONTRACT shall commence on the date of this CONTRACT and continue for a period of two years terminating on 10/28/2000. The VILLAGE shall have the option to renew this CONTRACT each year for two additional years.

ARTICLE 3 – COMPENSATION/CONSIDERATION

- 3.1 As consideration for providing the services required by this CONTRACT, the VILLAGE shall pay the CONTRACTOR the amounts for work completed, as specified:

Cleaning of Catch Basin	\$60.00 each
Cleaning of French Drains	\$75.00 each
Cleaning of Connecting Pipes	\$ 2.00 per linear foot
Cleaning of Outfalls	\$150.00 each

Such amounts include all equipment, labor, materials and disposal costs.

- 3.2 Funding of this CONTRACT is subject to Village Council budgetary appropriation for the following VILLAGE fiscal year(s): FY 1998-1999 and FY 1999-2000. In the event the VILLAGE does not approve funding for future fiscal years, this CONTRACT shall terminate upon expenditure of the current funding, notwithstanding other provisions in this CONTRACT to the contrary. The VILLAGE will notify the CONTRACTOR in writing after the adoption of the final VILLAGE budget for each subsequent fiscal year if funding is not approved for this CONTRACT.

ARTICLE 4 – INVOICING AND PAYMENT

- 4.1 The CONTRACTOR'S invoices shall reference the VILLAGE'S Contract Name: Storm Drainage System Cleaning Services and shall be sent to the following address:

Department of Finance
Village of Pinecrest
11551 South Dixie Highway
Pinecrest, Florida 33156

The CONTRACTOR should not submit invoices to any other address at the VILLAGE.

- 4.2 The VILLAGE shall pay the full amount of the invoice within thirty (30) days of receipt and acceptance, provided the CONTRACTOR has performed the work according to the terms and conditions of this CONTRACT. However, failure by the CONTRACTOR to follow the foregoing instructions shall result in an unavoidable delay of payment by the VILLAGE.
- 4.3 Any early payment discount offered by the CONTRACTOR shall be clearly indicated on the invoice, including the percentage of the discount and the time period for which the discount is valid. The VILLAGE reserves the option to accept such early payment discounts.

ARTICLE 5 – PROJECT MANAGEMENT/NOTICE

- 5.1 The Project Manager for the VILLAGE OF PINECREST is Michael Estok, Public Works Director, 11551 South Dixie Highway, Pinecrest, Florida 33156, telephone (305) 234-2121. The Project Manager for the CONTRACTOR is Lenny Coleman, at (305) 594-0955. The parties shall direct all matters arising in connection with the performance of this CONTRACT, other than invoices and notices, to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this CONTRACT.
- 5.2 All notices, demands, or other communications to the CONTRACTOR under this CONTRACT shall be in writing and shall be deemed received if sent by certified mail, return receipt requested, to:

(Lenny Coleman - GENERAL MANAGER
ENVIRONMENTAL WASTE SVCS. GR. INC.
8390 NW 53 St, Suite 200, Miami, FL 33166.

All notices to the VILLAGE under this CONTRACT shall be in writing and sent by certified mail to:

Mr. Peter G. Lombardi
Village Manager
Village of Pinecrest
11551 South Dixie Highway
Pinecrest, Florida 33156

The CONTRACTOR shall also provide a copy of all notices to the Public Works Director, Michael Estok. All notices required by this CONTRACT shall be considered delivered *upon receipt*. Should either party change its address, written notice of such new address shall promptly be sent to the other party.

All correspondence to the VILLAGE under this CONTRACT shall reference the VILLAGE'S Contract Name Storm Drainage System Cleaning Services.

ARTICLE 6 – INDEMNIFICATION & INSURANCE

- 6.1 For One Hundred Dollars (\$100.00) consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, the CONTRACTOR shall defend, indemnify, save, and hold the VILLAGE, its agents, assigns, and employees, harmless from any and all claims or causes of action, including without limitation, all damages, losses, liabilities, expenses, costs, and attorney's fees related to such claims, resulting from any negligent or intentional act or omission, or the violation of any federal, state, or local law or regulation, by the CONTRACTOR, its subcontractors, agents, assigns, invitees, or employees in connection with this CONTRACT. The CONTRACTOR further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this CONTRACT.
- 6.2 The CONTRACTOR shall procure and maintain, through the term of this CONTRACT, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified. The appropriate Certificate of Insurance attached as Exhibit "B," and made a part of this CONTRACT. The coverage required shall extend to all employees and subcontractors of the CONTRACTOR. The attached Certificate of Insurance shall be completed in full, indicating the producer, insured, carrier's name and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certification shall be signed by the insurance carrier's authorized representative.

ARTICLE 7 – TERMINATION/REMEDIES

- 7.1 If either party fails to fulfill its obligations under this CONTRACT in a timely and proper manner, the other party shall have the right to terminate this CONTRACT by giving written notice of any deficiency. The party in default shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the ten (10) day time period.
- 7.2 Either party may terminate this CONTRACT at any time for convenience upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the VILLAGE shall compensate the CONTRACTOR for all authorized work performed through the termination date. The VILLAGE may withhold all payments to the CONTRACTOR for such work until such time as the VILLAGE determines the exact amount due to the CONTRACTOR.
- 7.3 If either party initiates legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover a reasonable attorney's fee, based upon the fair market value of the services provided.

- 7.4 In the event a dispute arises which the Project Managers cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

ARTICLE 8 – RECORDS RETENTION/OWNERSHIP

- 8.1 The CONTRACTOR shall maintain records and the VILLAGE shall have inspection and audit rights as follows:
- A. Maintenance of Records: The CONTRACTOR shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this CONTRACT including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five years from completing performance and receiving final payment under this CONTRACT.
 - B. Examination of Records: The VILLAGE or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this CONTRACT. Such examination may be made only within five years from the date of final payment under this CONTRACT and upon reasonable notice, time and place.

Records which relate to any litigation, appeals or settlements of claims arising from performance under this CONTRACT shall be made available until a final disposition has been made of such litigation, appeals or claims.

ARTICLE 9 – STANDARDS OF COMPLIANCE

- 9.1 The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this CONTRACT. The VILLAGE undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request, as to any such laws of which it has present knowledge.
- 9.2 The CONTRACTOR hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this CONTRACT. The CONTRACTOR shall take all measures necessary to effectuate these assurances.
- 9.3 The laws of the State of Florida shall govern all aspects of this CONTRACT, In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under

state law and in the Southern District of Florida for any claims which are justifiable in federal court.

- 9.4 The CONTRACTOR, by its execution of this CONTRACT, acknowledges that it has executed an affidavit (FORM PUR 7068) pursuant to Section 287.133(3)(a), Florida Statutes, attached hereto as Exhibit "C" and made a part of this CONTRACT, either previously or concurrently hereto, affirming that the CONTRACTOR is not identified as being barred from entering into this CONTRACT with the VILLAGE, and that the CONTRACTOR understands that it remains bound by said statute and affidavit, as therein specified. The CONTRACTOR further understands and acknowledges by its execution of this CONTRACT, that this CONTRACT shall be null and void, and/or that this CONTRACT is subject to immediate termination by the VILLAGE, for any misstatement or lack of compliance with the mandates of said statute. The VILLAGE, in the event of such termination, shall not incur any liability to the CONTRACTOR for any work or materials furnished.
- 9.5 The CONTRACTOR shall not be exempted from paying Florida State Sales and Use taxes to the appropriate governmental agencies or for payment by the CONTRACTOR to suppliers for taxes on materials used to fulfill its contractual obligations with the VILLAGE. The CONTRACTOR shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this CONTRACT.
- 9.6 The CONTRACTOR warrants that it has not employed or retained any person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this CONTRACT. Further the CONTRACTOR warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this CONTRACT. For breach of this provision, the VILLAGE may terminate this CONTRACT without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.
- 9.7 The CONTRACTOR shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the CONTRACTOR assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONTRACTOR.

ARTICLE 10 – RELATIONSHIP BETWEEN THE PARTIES

- 10.1 The CONTRACTOR is an independent contractor and is not an employee or agent of the VILLAGE. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the VILLAGE and the CONTRACTOR, its employees, agents, subcontractors, or

assigns, during or after the performance of this CONTRACT. The CONTRACTOR is free to provide similar services for others.

- 10.2 The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the VILLAGE. Any attempted assignment in violation of this provision shall be void.
- 10.3 The CONTRACTOR shall not pledge the VILLAGE'S credit or make the VILLAGE a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

ARTICLE 11 – GENERAL PROVISIONS

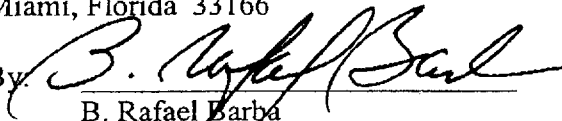
- 11.1 Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable for any failure or delay in the performance of this CONTRACT that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this CONTRACT shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this CONTRACT specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- 11.2 In the event any provisions of this CONTRACT shall conflict, or appear to conflict, the CONTRACT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 11.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this CONTRACT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this CONTRACT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this CONTRACT specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 11.4 Should any term or provision of this CONTRACT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this CONTRACT, to the extent that the CONTRACT shall remain operable, enforceable and in full and effect to the extent permitted by law.

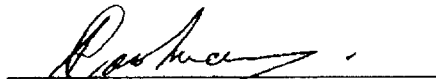
- 11.5 This CONTRACT may be amended only with the written approval of the parties hereto.
- 11.6 This CONTRACT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this CONTRACT. The CONTRACTOR recognizes that any representations, statements or negotiations made by VILLAGE staff do not suffice to legally bind the VILLAGE in a contractual relationship unless they have been reduced to writing and signed by an authorized VILLAGE representative. This CONTRACT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this CONTRACT on the date first written above.

CONTRACTOR:

ENVIROWASTE SERVICES GROUP, INC.
 B. Rafael Barba, P.G., President
 8390 Northwest 53 Street, #200
 Miami, Florida 33166


By: 
 B. Rafael Barba
 President

Attest: 
 LENNY COOLMAN
 Gen. Mgr.

VILLAGE:

VILLAGE OF PINECREST
 Evelyn Langlieb Greer, Mayor
 11551 South Dixie Highway
 Pinecrest, Florida 33156

By: 
 Evelyn Langlieb Greer
 Mayor

Attest: 
 Guido H. Inguanzo, Jr., CMC
 Village Clerk

Seal:



4/29/02

VILLAGE OF PINECREST
PUBLIC WORKS DEPARTMENT
MARIA FERNANDEZ PORRATA
DIRECTOR PUBLIC WORKS

Dear Maria Fernandez,

In answer to your letter dated 4/25/02 regarding storm drain cleaning services for Village of Pinecrest, we will continue to honor , or keep the same prices from back in 1999, which are as follows.

DESCRIPTION	QUANTITY	UNIT COST
Cleaning of Catch Basins		60.00 Each
Cleaning of French Drains		75.00 Each
Cleaning of Connecting Pipes		2.00 Lft.
Cleaning of Outfalls		150.00 Each

Also along with the cleaning we will submit report ,should we encounter any problems such as brocken lines, root's found or collapsed catch basins.

We hope we can provide these services to Village of Pinecrest for years to come, Thank you.

Please make note that Lenny Coolman is no longer with the company and that possition has been filled by myself, Ernie Perez.

Sincerely

A handwritten signature in black ink, appearing to read "Ernie Perez", is written over a horizontal line.

Ernie Perez
Project Manager
ESG.

AGREEMENT STORM DRAINAGE CLEANING SERVICES

THIS AGREEMENT is made this 8th day of July, 2003, by and between ENVIROWASTE SERVICES GROUP, INC. (hereinafter "Contractor"), and the TOWN OF MIAMI LAKES, FLORIDA, a Florida municipal corporation, (hereinafter the "Town").

WHEREAS, as part of its stormwater program, the Town requires a contractor to perform storm drain cleaning within the Town; and

WHEREAS, the Village of Pinecrest (the "Village") has contracted with Contractor for the jetting and cleaning of catch basins, French drains and connecting pipes subsequent to their response to a Request for Proposals; and

WHEREAS, pursuant to Section 2(G)(2) of the Town Purchasing Procedures, the Town may enter into contracts without following competitive bidding procedures when another public agency has already followed such procedures; and

WHEREAS, the Town Council has voted to approve the pricing and terms of the contract between Contractor and the Village.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, Contractor and the Town agree as follows.

1. Scope of Services.

The Contractor shall, to the satisfaction of the Town, fully and timely provide storm drainage system cleaning services as requested. Specifically Contractor will perform:

- a. Cleaning of Catch Basins;
- b. Cleaning of French Drains;
- c. Cleaning of Connecting Pipes; and
- d. Cleaning of Outfalls.

Along with the cleaning Contractor shall submit reports, should any problems be encountered such as broken lines, roots found or collapsed catch basins.

2. Term.

2.01 This Agreement shall become effective, upon execution by both parties, and shall remain in effect for a period of two (2) years, unless earlier terminated in accordance with Section 4 of this Agreement.

2.02 The Town shall have the option to renew this Agreement, under the same terms and conditions, at the expiration of each term for an additional period of two (2) years by a written notice to Contractor no later than 60 days from the expiration of the Agreement.

3. Compensation and Payment.

3.01 As consideration for providing the services required by this Agreement, the Town shall pay the Contractor the following amounts for work completed:

Cleaning of Catch Basin	\$ 60.00
Cleaning of French Drains	\$ 75.00
Cleaning of Connecting Pipes	\$ 2.00 per linear foot
Cleaning of Outfalls	\$150.00 each

Such amounts shall include all equipment, labor, materials, and disposal costs.

3.02 Additional services will be billed separately and shall be performed solely upon the written request of the Town Manager.

3.03 The Town shall pay Contractor within 45 days of approval of an invoice by the Town Manager, as required by the Florida Prompt Payment Act.

3.04 The Town shall make payment on said invoices of approved amounts due, which are not subject to set off, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished.

4. Termination.

4.01 Either party may terminate this Agreement upon thirty (20) calendar days written notice to the other party.

4.02 In the event of termination by the Town, Contractor will be paid for all work authorized and accepted by the Town up to the date of termination. The Town may withhold all payments to the Contractor for such work until such time as the Town determines the exact amount due to the Contractor.

5. Nondiscrimination.

During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination. Any violation of such provisions shall constitute a material breach of this Agreement.

6. Attorneys Fees and Waiver of Jury Trial.

6.01 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

6.02 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

7. Indemnification.

7.01 Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with Contractor' negligence, tortuous acts, unlawful conduct or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorney fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Contractor' negligence, tortuous acts, unlawful conduct or non-performance of this Agreement.

7.02 The provisions of this section shall survive termination of this Agreement.

8. Notices/Authorized Representatives.

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

For the Town:

Town of Miami Lakes
Attention: Alex Rey, Town Manager
6853 Main Street
Miami Lakes, Florida 33014
Telephone: (305) 558-8244
Facsimile: (305) 558-851

With a copy to:

Weiss Serota Helfman Pastoriza & Guedes, P.A., Town Attorneys
Attention: Nina L. Boniske, Esq.
2665 South Bayshore Drive
Suite 420
Miami, FL 33133

Phone: (305) 854-0800
Facsimile: (305) 854-2323

For Contractor:

B. Rafael Barba, President
Envirowaste Services Group, Inc.
5931 S.W. 88th Street
Miami, Florida 33136

Phone: (305) 740-6315
Facsimile: (305) 740-6316

8.02 Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions hereof.

9. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami- Dade County, Florida.

10. Entire Agreement/Modification/Amendment.

10.01 This writing contains the entire Agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

10.02 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

11. Access to Records and Audits.

11.01 Contractor shall maintain any and all Records pertaining to work performed under this Agreement during the term of this Agreement and for a period of three (3) years following termination of this Agreement.

11.02 The Town Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of Contractor involving transactions related to this Agreement.

11.03 The Town may cancel this Agreement for refusal by Contractor to allow access by the Town Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

11.04 The Contractor shall provide the Town with a monthly report of all services provided under this Agreement. The report shall include the service provided, dates of service, employees performing the service and other information the Contractor deems relevant.

12. Nonassignability.

This Agreement shall not be assignable by Contractor unless such assignment is first approved in writing by the Town Manager.

13. Severability.

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

14. Waiver.

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

15. Days

All references to days throughout this Agreement shall refer to calendar days.

16. Prohibition Of Contingency Fees.

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

17. Independent Contractor.

17.01 Contractor is and shall remain an independent contractor and is not an employee or agent of the Town. Services provided by Contractor shall be by employees of Contractor working under the supervision and direction of Contractor and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be

agents, employees or representatives of the Town. Contractor agrees that it is a separate enterprise from the Town.

17.02 Contractor shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Contractor. This Agreement shall not be construed as creating any joint employment relationship between Contractor and the Town, and the Town will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime payments.

18. Warranties of Contractor.

18.01 Contractor warrants and represents that at all time during the term of this Agreement that it shall maintain in good standing all required licenses and certificates required under federal, state and local laws necessary to perform the Scope of Services specified in this Agreement.

18.02 Contractor warrants and represents that its employees have received sexual harassment training and that Contractor maintains appropriate sexual harassment and non-discrimination policies.

18.03 Contractor warrants and represents that its employees will abide by the applicable provisions of the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes and the Conflict of Interest and Code of Ethics ordinances sets forth in Section 2-11.1 of the Town Code and Section 2-11.1 of the Miami-Dade County Code, as these codes may be amended from time to time.

19. Protection of Property

19.01 The Contractor shall continuously maintain adequate protection of the work site during the performance of this Agreement and shall protect public and private property from injury or loss arising in connection with this Agreement.

19.02 The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

19.03 The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the Town) and of any land adjoining the work site, which may be caused by Contractor. The Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not

endangered in any way, and shall take all necessary or directed steps, to protect the property. The same care shall be exercised by all Contractor's employees.

19.04 Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, poles, walls, utilities, manholes, meter boxes, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items valve boxes, meter boxes prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

20. Insurance

20.01 The Contractor shall provide and maintain during the life of this Agreement the following coverages.

- a. "Worker's Compensation Insurance" in amounts as specified by Florida Law.
- b. Comprehensive General Liability and auto insurance policies. Insurance shall be provided with a limit of \$2,000,000.00 in each of three policies as follows:
 1. Comprehensive General Liability Insurance, including Products and/or Completed Operations, Explosion Hazard, Collapse Hazard and Underground Property Damage Hazard. The Town shall be named as additional insured.
 2. Comprehensive Auto Liability Insurance. The Town shall be named as an additional insured.

20.02 All insurance shall be obtained from companies that are licensed and authorized to do business in the State of Florida and must maintain an A rating.

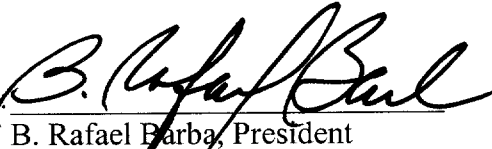
20.03 At the time of execution of this Agreement, the Contractor shall file with the Town certificates of such insurance that are acceptable to the Town Manager. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the Town.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Contractor and the Town have caused this instrument to be signed by their respective duly authorized, all on the day and year first above written.

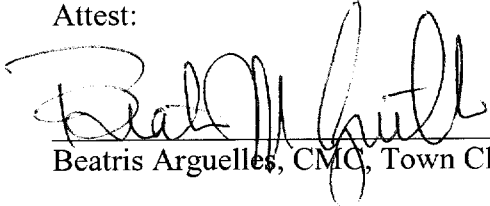
ENVIROWASTE SERVICES GROUP

TOWN OF MIAMI LAKES


By: 
B. Rafael Barba, President

By: 
Alex Rey, Town Manager

Attest:


Beatris Arguelles, CMC, Town Clerk

Approved as to form and legality for the use and benefit of the Town of Miami Lakes only:


Weiss, Serota, Helfman, Pastoriza, Guedes
Cole & Boniske, P.A.,
Town Attorney

PRODUCER
Brown & Brown, Inc.
5900 N. Andrews Ave. #300
P.O. Box 5727
Ft. Lauderdale FL 33310-5727
Phone: 954-776-2222 Fax: 954-776-4446

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Enviro Waste Services Group, Inc.
5931 SW 88th Street
Miami FL 33156

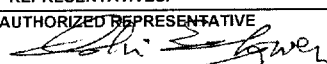
INSURER A: **The Travelers Insurance Co.**
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	DTCO7705A62ATCT03	07/01/03	07/01/04	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Per Project Agg				PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000
					Emp Ben.	1,000,000
A	AUTOMOBILE LIABILITY	DT8107705A62ATCT03	07/01/03	07/01/04	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	OTHER	DTCO7705A62ATCT03	07/01/03	07/01/04	L/Rented	\$15,000
	Equipment Floater				Ded	\$1,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Town of Miami Lakes is named as an additional insured for General Liability when required by written contract.

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
TOWNOM1		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
Town of Miami Lakes Attn Rafael Casals 6853 Main Street Miami Lakes FL 33014		AUTHORIZED REPRESENTATIVE 

RESOLUTION NO. 03-155

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING ENVIROWASTE SERVICES GROUP, INC. FOR STORM DRAIN CLEANING SERVICES; AUTHORIZING THE TOWN MANAGER TO FINALIZE THE TERMS OF THE CONTRACT; AUTHORIZING TOWN OFFICIALS TO TAKE ALL STEPS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as part of its stormwater program, the Town of Miami Lakes (the “Town”) requires a contractor to perform storm drain cleaning within the Town; and

WHEREAS, the Village of Pinecrest (the “Village”) has contracted with Envirowaste Services Group, Inc. (“Envirowaste”) for the jetting and cleaning of catch basins, French drains and connecting pipes subsequent to their response to a Request for Proposals; and

WHEREAS, pursuant to Section 2(G)(2) of the Town Purchasing Procedures, the Town may enter into contracts without following competitive bidding procedures when another public agency has already followed such procedures; and

WHEREAS, the Town would like to “piggyback” the contract between Envirowaste and the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Contract. The contract for storm drain cleaning

services between the Village of Pinecrest and Envirowaste Services Group, Inc. (the "Contract"), a copy of which is attached as Exhibit "A", together with such changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. Authorization of Town Officials. The Town Manager and Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract.

Section 4. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Contract.

Section 5. Execution of Contract. The Mayor is authorized to execute the Contract on behalf of the Town.

Section 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 3rd day of July, 2003.

Motion to adopt by Mary Collins, second by Roberto Alonso

FINAL VOTE AT ADOPTION 6-1

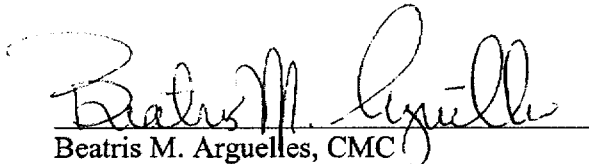
Mayor Wayne Slaton	<u>Yes</u>
Vice Mayor Roberto Alonso	<u>Yes</u>
Councilmember Mary Collins	<u>Yes</u>
Councilmember Robert Meador	<u>Yes</u>
Councilmember Michael Pizzi	<u>NO</u>
Councilmember Nancy Simon	<u>Yes</u>
Councilmember Peter Thomson	<u>Yes</u>

Resolution No. 03-155




Wayne Slaton
MAYOR

ATTEST:



Beatris M. Arguelles, CMC
TOWN CLERK

Approved as to form and legality for the use
and benefit of the Town of Miami Lakes only:



Weiss, Serota, Helfman, Pastoriza, Guedes
Cole & Boniske, P.A.
TOWN ATTORNEY

Resolution No. CB-155



Date: 5/22/03

Town of Miami Lakes

Dear Mr. Ralph Casals,

It is our understanding that The Town of Miami Lakes shall be "piggy backing" on The Village of Pinecrest's drainage cleaning contract. As per our conversation on May 15, 2003, Envirowaste Services Group, Inc. will honor the prices set forth in the Village of Pinecrest contract for drainage cleaning services. The current contract with Pinecrest does not include a line item for the cleaning of manholes. Therefore ESG has supplied a copy of a contract, which we carry with the Village of Virginia Gardens, in which manholes are charged at \$100.00.

These prices shall be valid for a period of four (4) years.

The prices are as follow:

- **Catch Basins** **\$60.00 per inlet**
- **Manholes** **\$100.00 per inlet**
- **French Drains** **\$75.00 per inlet**
- **Pipe** **\$2.00 per lineal foot**
- **Outfalls** **\$150.00 per inlet**
- **Disposal** **\$105.00 per dump**

On average 10 inlets constitute one dump.

As per section 30-388.12, regarding off-duty police officers, the Town of Miami Lakes shall be responsible for reimbursement to EnviroWaste for cost associated with the hiring of an off-duty police officer. Currently Miami-Dade County Police department charges \$28.30 per hour.

Thank you,

A handwritten signature in black ink, appearing to read "B. Rafael Barba".

B. Rafael Barba
President
Envirowaste Services Group, Inc.



VILLAGE OF PINECREST, FLORIDA

INVITATION TO BID

STORM DRAINAGE SYSTEM CLEANING SERVICES

The Village of Pinecrest is requesting sealed bids for storm drainage system cleaning services. The service consists of furnishing all material, labor, and equipment necessary for the cleaning of the storm drainage system throughout the municipal limits.

Sealed bids must be submitted by Friday, August 14, 1998 at 10:00 a.m. to the Office of the Village Manager, 11551 South Dixie Highway, Pinecrest, Florida 33156. The sealed envelope should be clearly marked "STORM DRAINAGE SYSTEM CLEANING SERVICES BID". All bids will be opened publicly promptly at 4:05 p.m. Late submittals will not be accepted or considered.

Qualifications of the Bidder: Prospective bidders must be able to meet or exceed the qualifications and contractor requirements in accordance with bid documents.

Bid Requirements:

This project shall require a 10% bid bond. The bond may be in the form of a cashier's check, bank money order, bank draft or any national or state bank, certified check, or surety bond, payable to the Village of Pinecrest.

The successful bidder shall submit a current general liability insurance, automobile and workman's compensation insurance certificates for the duration of the contract.

Requesting Bid Documents:

If you wish to pick-up a bid package, call in your request 24 hours before arriving by dialing (305) 234-2121. The bid package may be picked up at the front desk at 11551 South Dixie Highway, Pinecrest, Florida. There is no charge for the bid documents.

Bid Opening and Posting of Bid Tabulations:

Sealed bids will be received until 10:00 p.m., Friday, August 14, 1998 at 11551 South Dixie Highway, Pinecrest, Florida 33156. The bid opening will be held in the Council Chamber at 4:05 p.m. The public is invited to attend. To receive bid opening results you may contact the Village Manager's Office at (305) 234-2121 after August 18, 1998.

The Village of Pinecrest reserves the right to accept any proposal deemed to be in the best interest of the Village or to waive any informality in any proposal. The Village may reject any or all proposals and re-advertise. There exists the possibility that the Village may consider in its best interest, to award the contract to more than one firm, each to be available for specific assignments as the need arises.

All questions or comments should be directed to Peter G. Lombardi, Office of the Village Manager, (305) 234-2121.

Guido H. Inguanzo, Jr., CMC
Village Clerk

RESOLUTION NO. 2002-36

A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, EXTENDING AN EXISTING AGREEMENT WITH ENVIROWASTE SERVICES GROUP, INC. FOR THE JETTING AND CLEANING OF CATCH BASINS, FRENCH DRAINS AND CONNECTING PIPES; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

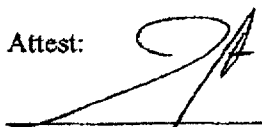
Section 1. That the Village Council hereby authorizes the Village Manager to extend an existing agreement with EnviroWaste Services Group, Inc. for the jetting and cleaning of catch basins, french drains and connecting pipes until October 28, 2004 pursuant to all of the terms and conditions of the initial agreement made and entered into on October 28, 1998.

Section 2. This resolution shall take effect immediately upon adoption.

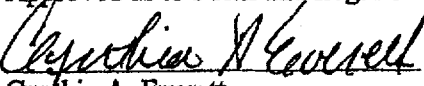
PASSED AND ADOPTED this 17th day of July, 2002.


Evelyn Langlieb Greer, Mayor

Attest:


Guido H. Ingrosso, Jr., CMC
Village Clerk

Approved as to Form and Legal Sufficiency:


Cynthia A. Everett
Village Attorney



Motion by: Councilmember Blanck
Second by: Councilmember Bowe

Vote: Councilmembers Blanck, Blaxberg, Bowe, Vice Mayor Hingston, and Mayor Greer voting Yes



AGREEMENT FOR PROFESSIONAL SERVICES
STORM DRAINAGE SYSTEM CLEANING SERVICES

THIS CONTRACT, made and entered into on the 28 day of October, 1998 by and between the Village of Pinecrest, Miami-Dade County, Florida, party of the first part (hereinafter called "Village"), and Envirowaste Services Group, Inc., Miami, Miami-Dade County, Florida, party of the second part (hereinafter called "Contractor"), a corporation FEID Number 65-0829090;

WITNESSETH THAT:

WHEREAS, the VILLAGE is a public corporation of the State of Florida, created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes, to include entering into contracts with public agencies, private corporations or other persons; and

WHEREAS, the VILLAGE desires to maintain its storm drainage system through trash and debris removal, and

WHEREAS, the CONTRACTOR has submitted a proposal in response to the VILLAGE'S Request for Proposals for Storm Drainage System Cleaning Services; and

WHEREAS, the CONTRACTOR represents that it is qualified and willing to provide said services; and the VILLAGE wishes to enter into a CONTRACT with the CONTRACTOR;

WHEREAS, the CONTRACTOR warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this CONTRACT;

WHEREAS, the Village Council of the VILLAGE OF PINECREST, at its September 8, 1998 meeting, has authorized entering into a CONTRACT with the CONTRACTOR to perform these services;

NOW THEREFORE, the VILLAGE and the CONTRACTOR, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

ARTICLE 1 – STATEMENT OF WORK

- 1.1 The CONTRACTOR shall, to the satisfaction of the VILLAGE, fully and timely provide storm drainage system cleaning services as requested pursuant to the "Project Specifications," attached hereto as Exhibit "A", and made a part of this CONTRACT.

ARTICLE 2 – TERM OF THE CONTRACT

- 2.1 The period of performance of this CONTRACT shall commence on the date of this CONTRACT and continue for a period of two years terminating on 10/28/2000. The VILLAGE shall have the option to renew this CONTRACT each year for two additional years.

ARTICLE 3 – COMPENSATION/CONSIDERATION

- 3.1 As consideration for providing the services required by this CONTRACT, the VILLAGE shall pay the CONTRACTOR the amounts for work completed, as specified:

Cleaning of Catch Basin	\$60.00 each
Cleaning of French Drains	\$75.00 each
Cleaning of Connecting Pipes	\$ 2.00 per linear foot
Cleaning of Outfalls	\$150.00 each

Such amounts include all equipment, labor, materials and disposal costs.

- 3.2 Funding of this CONTRACT is subject to Village Council budgetary appropriation for the following VILLAGE fiscal year(s): FY 1998-1999 and FY 1999-2000. In the event the VILLAGE does not approve funding for future fiscal years, this CONTRACT shall terminate upon expenditure of the current funding, notwithstanding other provisions in this CONTRACT to the contrary. The VILLAGE will notify the CONTRACTOR in writing after the adoption of the final VILLAGE budget for each subsequent fiscal year if funding is not approved for this CONTRACT.

ARTICLE 4 – INVOICING AND PAYMENT

- 4.1 The CONTRACTOR'S invoices shall reference the VILLAGE'S Contract Name: Storm Drainage System Cleaning Services and shall be sent to the following address:

Department of Finance
Village of Pinecrest
11551 South Dixie Highway
Pinecrest, Florida 33156

The CONTRACTOR should not submit invoices to any other address at the VILLAGE.

- 4.2 The VILLAGE shall pay the full amount of the invoice within thirty (30) days of receipt and acceptance, provided the CONTRACTOR has performed the work according to the terms and conditions of this CONTRACT. However, failure by the CONTRACTOR to follow the foregoing instructions shall result in an unavoidable delay of payment by the VILLAGE.
- 4.3 Any early payment discount offered by the CONTRACTOR shall be clearly indicated on the invoice, including the percentage of the discount and the time period for which the discount is valid. The VILLAGE reserves the option to accept such early payment discounts.

ARTICLE 5 – PROJECT MANAGEMENT/NOTICE

- 5.1 The Project Manager for the VILLAGE OF PINECREST is Michael Estok, Public Works Director, 11551 South Dixie Highway, Pinecrest, Florida 33156, telephone (305) 234-2121. The Project Manager for the CONTRACTOR is LENNY COOLMAN, at (305) 584-0955. The parties shall direct all matters arising in connection with the performance of this CONTRACT, other than invoices and notices, to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this CONTRACT.
- 5.2 All notices, demands, or other communications to the CONTRACTOR under this CONTRACT shall be in writing and shall be deemed received if sent by certified mail, return receipt requested, to:

(LENNY COOLMAN - GENERAL MANAGER
ENVIRONMENTAL WASTE SVCS. GR. INC.
8390 NW 53 St, Suite 200, Miami, FL 33126.

All notices to the VILLAGE under this CONTRACT shall be in writing and sent by certified mail to:

Mr. Peter G. Lombardi
Village Manager
Village of Pinecrest
11551 South Dixie Highway
Pinecrest, Florida 33156

The CONTRACTOR shall also provide a copy of all notices to the Public Works Director, Michael Estok. All notices required by this CONTRACT shall be considered delivered *upon receipt*. Should either party change its address, written notice of such new address shall promptly be sent to the other party.

All correspondence to the VILLAGE under this CONTRACT shall reference the VILLAGE'S Contract Name Storm Drainage System Cleaning Services.

ARTICLE 6 – INDEMNIFICATION & INSURANCE

- 6.1 For One Hundred Dollars (\$100.00) consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, the CONTRACTOR shall defend, indemnify, save, and hold the VILLAGE, its agents, assigns, and employees, harmless from any and all claims or causes of action, including without limitation, all damages, losses, liabilities, expenses, costs, and attorney's fees related to such claims, resulting from any negligent or intentional act or omission, or the violation of any federal, state, or local law or regulation, by the CONTRACTOR, its subcontractors, agents, assigns, invitees, or employees in connection with this CONTRACT. The CONTRACTOR further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this CONTRACT.
- 6.2 The CONTRACTOR shall procure and maintain, through the term of this CONTRACT, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified. The appropriate Certificate of Insurance attached as Exhibit "B," and made a part of this CONTRACT. The coverage required shall extend to all employees and subcontractors of the CONTRACTOR. The attached Certificate of Insurance shall be completed in full, indicating the producer, insured, carrier's name and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certification shall be signed by the insurance carrier's authorized representative.

ARTICLE 7 – TERMINATION/REMEDIES

- 7.1 If either party fails to fulfill its obligations under this CONTRACT in a timely and proper manner, the other party shall have the right to terminate this CONTRACT by giving written notice of any deficiency. The party in default shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the ten (10) day time period.
- 7.2 Either party may terminate this CONTRACT at any time for convenience upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the VILLAGE shall compensate the CONTRACTOR for all authorized work performed through the termination date. The VILLAGE may withhold all payments to the CONTRACTOR for such work until such time as the VILLAGE determines the exact amount due to the CONTRACTOR.
- 7.3 If either party initiates legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover a reasonable attorney's fee, based upon the fair market value of the services provided.

- 7.4 In the event a dispute arises which the Project Managers cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

ARTICLE 8 – RECORDS RETENTION/OWNERSHIP

- 8.1 The CONTRACTOR shall maintain records and the VILLAGE shall have inspection and audit rights as follows:
- A. Maintenance of Records: The CONTRACTOR shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this CONTRACT including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five years from completing performance and receiving final payment under this CONTRACT.
 - B. Examination of Records: The VILLAGE or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this CONTRACT. Such examination may be made only within five years from the date of final payment under this CONTRACT and upon reasonable notice, time and place.

Records which relate to any litigation, appeals or settlements of claims arising from performance under this CONTRACT shall be made available until a final disposition has been made of such litigation, appeals or claims.

ARTICLE 9 – STANDARDS OF COMPLIANCE

- 9.1 The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this CONTRACT. The VILLAGE undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request, as to any such laws of which it has present knowledge.
- 9.2 The CONTRACTOR hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this CONTRACT. The CONTRACTOR shall take all measures necessary to effectuate these assurances.
- 9.3 The laws of the State of Florida shall govern all aspects of this CONTRACT, In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under

state law and in the Southern District of Florida for any claims which are justifiable in federal court.

- 9.4 The CONTRACTOR, by its execution of this CONTRACT, acknowledges that it has executed an affidavit (FORM PUR 7068) pursuant to Section 287.133(3)(a), Florida Statutes, attached hereto as Exhibit "C" and made a part of this CONTRACT, either previously or concurrently hereto, affirming that the CONTRACTOR is not identified as being barred from entering into this CONTRACT with the VILLAGE, and that the CONTRACTOR understands that it remains bound by said statute and affidavit, as therein specified. The CONTRACTOR further understands and acknowledges by its execution of this CONTRACT, that this CONTRACT shall be null and void, and/or that this CONTRACT is subject to immediate termination by the VILLAGE, for any misstatement or lack of compliance with the mandates of said statute. The VILLAGE, in the event of such termination, shall not incur any liability to the CONTRACTOR for any work or materials furnished.
- 9.5 The CONTRACTOR shall not be exempted from paying Florida State Sales and Use taxes to the appropriate governmental agencies or for payment by the CONTRACTOR to suppliers for taxes on materials used to fulfill its contractual obligations with the VILLAGE. The CONTRACTOR shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this CONTRACT.
- 9.6 The CONTRACTOR warrants that it has not employed or retained any person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this CONTRACT. Further the CONTRACTOR warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this CONTRACT. For breach of this provision, the VILLAGE may terminate this CONTRACT without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.
- 9.7 The CONTRACTOR shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the CONTRACTOR assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONTRACTOR.

ARTICLE 10 – RELATIONSHIP BETWEEN THE PARTIES

- 10.1 The CONTRACTOR is an independent contractor and is not an employee or agent of the VILLAGE. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the VILLAGE and the CONTRACTOR, its employees, agents, subcontractors, or

assigns, during or after the performance of this CONTRACT. The CONTRACTOR is free to provide similar services for others.

- 10.2 The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the VILLAGE. Any attempted assignment in violation of this provision shall be void.
- 10.3 The CONTRACTOR shall not pledge the VILLAGE'S credit or make the VILLAGE a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

ARTICLE 11 – GENERAL PROVISIONS

- 11.1 Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable for any failure or delay in the performance of this CONTRACT that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this CONTRACT shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this CONTRACT specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- 11.2 In the event any provisions of this CONTRACT shall conflict, or appear to conflict, the CONTRACT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 11.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this CONTRACT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this CONTRACT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this CONTRACT specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 11.4 Should any term or provision of this CONTRACT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this CONTRACT, to the extent that the CONTRACT shall remain operable, enforceable and in full and effect to the extent permitted by law.

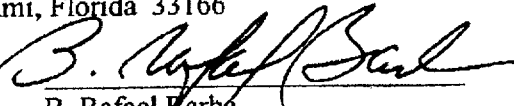
11.5 This CONTRACT may be amended only with the written approval of the parties hereto.

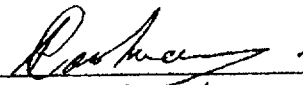
11.6 This CONTRACT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this CONTRACT. The CONTRACTOR recognizes that any representations, statements or negotiations made by VILLAGE staff do not suffice to legally bind the VILLAGE in a contractual relationship unless they have been reduced to writing and signed by an authorized VILLAGE representative. This CONTRACT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this CONTRACT on the date first written above.

CONTRACTOR:


ENVIROWASTE SERVICES GROUP, INC.
B. Rafael Barba, P.G., President
8390 Northwest 53 Street, #200
Miami, Florida 33166

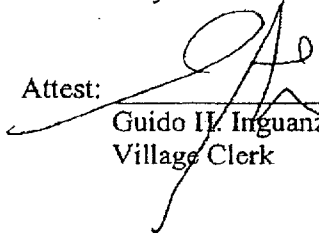
By: 
B. Rafael Barba
President

Attest: 
LENNY COOKMAN
Gen. Mgr.

VILLAGE:

VILLAGE OF PINECREST
Evelyn Langlieb Greer, Mayor
11551 South Dixie Highway
Pinecrest, Florida 33156

By: 
Evelyn Langlieb Greer
Mayor

Attest: 
Guido II. Inguanzo, Jr., CMC
Village Clerk

Seal:



4/29/02

VILLAGE OF PINECREST
PUBLIC WORKS DEPARTMENT
MARIA FERNANDEZ PORRATA
DIRECTOR PUBLIC WORKS

Dear Maria Fernandez,

In answer to your letter dated 4/25/02 regarding storm drain cleaning services for Village of Pinecrest, we will continue to honor , or keep the same prices from back in 1999, which are as follows.

DESCRIPTION	QUANTITY	UNIT COST
Cleaning of Catch Basins		60.00 Each
Cleaning of French Drains		75.00 Each
Cleaning of Connecting Pipes		2.00 Lft.
Cleaning of Outfalls		150.00 Each

Also along with the cleaning we will submit report ,should we encounter any problems such as brocken lines, root's found or collapsed catch basins.

We hope we can provide these services to Village of Pinecrest for years to come, Thank you.

Please make note that Lenny Coolman is no longer with the company and that possition has been filled by myself, Ernie Perez.

Sincerely

A handwritten signature in black ink, appearing to read "Ernie Perez", is written over a horizontal line.

Ernie Perez
Project Manager
ESG.