

SERVICE CONTRACT

No. 12336

THIS AGREEMENT is made and entered into on _____, by the City of Pompano Beach ("City") and Envirowaste Services Group, Inc., a Florida Corporation ("Contractor").

WHEREAS, City requires services which Contractor is capable of providing under the terms and conditions described below; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. *Contract Documents.* This Agreement consists of the following documents which are attached and made a part of this Agreement; and all written modifications issued after execution of this Agreement:

c0 Exhibit A: Ueqr g"qh"Y qtn"*\$j g"Y qtn\$+:"cpf

d0 Gzj kdk"D<Kpuwtcepg" Tgs wktgo gpw"cpf "f qewo gpwvkqp."cpf

e0 Gzj kdk'E<Request for r roposal (RFP) E-01-24, Supplier Response, and"
Supplier Award0

2." *Purpose.* City contracts with Contractor to provide inspection, desilting, and dewatering services to the City's stormwater system and Jet-Vac on-call services for all City utilities, upon the terms and conditions of this Agreement.

3." *Seqrg of Work.* Contractor shall provide the Scope of Y qtm set forth in Exhibit "A." cpf " Gzj kdk" \$E\$" kp" vj g RF E-01-24 and Supplier Award E-01-24, and insurance coverage set forth in Exhibit "B," herein attached and made a part of this Agreement. If the Scope of Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit \$A\$ and Exhibit "C," and Contractor agrees to provide such materials or Work in accordance with Exhibit "A" and Exhibit "C". Contractor and Contractor's heirs, executors, administrators, successors and assigns, agree to fully perform all covenants contained in this Agreement on Contractor's part.

4." *Term of Contract.* This Contract shall be for a term of five (5) years, beginning with the date this Contract is fully executed by both parties, unless sooner terminated.

5." *Renewal.* In the event City determines Contractor to be in full compliance with this Agreement shall have the option to renew this Agreement for an additional five (5) year term.

6." *Maximum Obligation.* City agrees to pay Contractor for performing the Work and providing the required insurance.

7. *Price Formula, Payment and Invoices.*

A. Price Formula. City agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

All services are to be provided on an “as needed” basis upon written authorization by the City’s Utilities Department. All services shall be charged and invoiced in accordance with the unit prices in Exhibit “A”, and any service performed under this Contract in excess of two hundred thousand dollars (\$200,000.00) will require a payment and performance bond in accordance with Florida Statute Section 255.05.

B. Payment. All payments by City shall be made after the Work has been verified and completed. Unless disputed by City, upon City’s receipt of a Proper Invoice as defined in Local Government Prompt Payment Act, § 218.70 et. seq., Florida Statutes, as amended, City shall forward Contractor payment for (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida Statutes, within twenty-five (25) calendar days, and payment for (ii) goods and services provided other than construction services within forty five (45) calendar days.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall, within ten (10) days after the improper payment request or invoice is received, provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City’s notice of the disputed amount.

In the event City has a claim against Contractor for Work performed that has not been timely remedied in accordance with the provisions of this Paragraph, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Contractor’s failure to make proper payments to subcontractors or vendors for material or labor. When the reasons for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with § 218.76, Florida Statutes, as amended.

C. Invoices. Contractor shall submit invoices to City upon completion of services.

8. *Disputes.* Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. *Contract Administrators, Notices and Demands.*

A. *Contract Administrators.* During the term of this Agreement, the City's Contract Administrator shall be Randolph Brown. The Contractor's Contract Administrator (or their written designee) shall be provided by Contractor upon commencement.

B. *Notices and Demands.* A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail or other trackable delivery service, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

If to Contractor: David Orr
18001 Old Cutler Road, Suite 643
Palmetto Bay, FL 33157
Office: 877-637-9665
Email: davidorr@ewsg.com

If to City: Randolph Brown, Contract Administrator
1205 NE 5th Avenue
Pompano Beach, FL 33060
Office: 954-545-7044
Email: Randolph.Brown@copbfl.com

With a copy to: Kiandra Russ, Contract Specialist
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: 954-545-7809
Email: kiandra.russ@copbfl.com

Mark Berman, City Attorney
100 West Atlantic Blvd
Pompano Beach, FL 33060
Phone: 954-786-5533
Email: mark.berman@copbfl.com

10. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated in this Agreement or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request.

The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work in this Agreement, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. *Termination.*

A. *Termination for Breach or Default.* Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 9 that describes in reasonable detail the alleged breach or default and gives the defaulting party ten (10) calendar days to cure same. Failure to cure all such described breaches or defaults within the required time period shall result in termination of this contract with written notice to Contractor. If there is any breach or default in the Contractor's performance of any covenant or obligation that has not been remedied to the satisfaction and approval of the City after City's written Notice and cure period, City, in its sole discretion, may terminate this Agreement immediately and the Contractor shall not be entitled to receive further payment for Work performed or Services rendered, if any, from the Effective Date of the Notice. In such case, the City will have all legal and equitable remedies available to it, and may hold the Contractor liable for any and all damages sustained by the City arising out of such default including, but not limited to, costs of re-procurement and cover.

B. *Termination for Convenience.* City retains the right to terminate this Agreement for convenience upon ten (10) business days written notice to Contractor in accordance with Article 9 herein. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities. City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until such Work is completed and accepted by City.

12. *Force Majeure.* Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented, delayed or stopped by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God, or act or order of a governmental instrumentality, failure of technical facilities, interruption or delay of transportation service, epidemic, pandemic, or public health emergencies (including any resurgence or re-occurrence) or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure.

If either party is unable to perform or is prevented, delayed or stopped in performing any obligations under this Agreement because of any event of force majeure including an event that prevents the use or ability to use the Property for its intended purpose to the benefit of the public, such inability to perform or delay shall be excused and any associated charges or payment suspended until such time as the event of force majeure ends or as long as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure, to the extent and in the form as mutually agreed by the Parties.

In order to be entitled to the benefit of this Paragraph, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party after commencement or discovery of the event of force majeure, specifying in detail the event of force majeure, the estimated length of the event of force majeure, diligently proceed to correct the adverse effect of any force majeure, where possible, and, upon request from the non-claiming party, provide an update until the event of force majeure ends. The parties agree that, as to this Paragraph, time is of the essence.

13. *Insurance.* Contractor shall maintain insurance in accordance with Exhibit “B” throughout the term of this Agreement.

14. *Indemnification.* Except as expressly provided in this Agreement, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, defend, save and hold harmless the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys’ fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from Contractor’s performance under this Contract, including but not limited to, any act, breach, omission, negligence, recklessness or misconduct of Contractor or any of its agents, officers, or employees, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other related costs and expenses, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor may be retained by City until all of City’s claims for indemnification have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor’s indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. *Sovereign Immunity.* Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. *Non-Assignability and Subcontracting.*

A. *Non-Assignability.* This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement, and City shall be released of any of its obligations. In addition, this Agreement and the associated rights and obligations shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor shall immediately cease and terminate.

B. *Subcontracting.* Prior to subcontracting for Work to be performed, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in their sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. *Performance Under Law.* The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

18. *Audit and Inspection Records.* The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all their subcontracts a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. A. *Adherence to Law.* Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

B. *Conflict of Interest.* During the time period this Agreement is in effect, Contractor, its employees subcontractors, and agents shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Additionally, Contractor, its employees, subcontractors, and agents shall refrain from acting adverse to the City's interest in promoting the goals and objectives of this Agreement. Any potential such conflict of interest must be reported to the City and may be waived only upon additional review and approval by the City Manager.

Furthermore, none of Contractor's employees, subcontractors, and agents shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

The existence of any such conflict of interest, or evidence of non-compliance with the above paragraphs, may serve as grounds for termination of this Agreement pursuant to Article 11, Termination.

20. *Independent Contractor.* The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. *Contractor Cooperation.* The Contractor recognizes that the performance of this Agreement is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. *Public Records.*

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service.

If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

23. *Governing Law; Venue.* This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising from, related to, or in connection with this Agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, as applicable.

BY ENTERING INTO THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. *Waiver and Modification.*

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. *No Contingent Fee.* Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. *Attorneys' Fees and Costs.* In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred by the prevailing party in such litigation through all appellate levels.

27. *No Third Party Beneficiaries.* Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights in this Agreement.

28. *Public Entity Crimes Act.* As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services.

If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. *Entire Agreement.* This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms shall be predicated upon any prior representations or agreements, whether oral or written.

30. *Headings.* The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. *Approvals.* Whenever CITY approval(s) shall be required for any action under this Agreement, such approval(s) shall not be unreasonably withheld.

33. *Absence of Conflicts of Interest.* Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in its performance under this Agreement.

34. *Binding Effect.* The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. *Employment Eligibility.* By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination

36. *Severability.* Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

“CONTRACTOR”

Envirowaste Services Group, Inc.

Witnesses:

Terissa Keller

Terissa Keller
(Print or Type Name)

John Rinehart

John Rinehart
(Print or Type Name)

By: David Gershman
David Gershman, Vice President

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 24th day of September, 2024 by David Gershman as Vice President of Envirowaste Services Group, Inc., a Florida corporation on behalf of the corporation. He is personally known to me or who has produced _____
_____ (type of identification) as identification.

NOTARY'S SEAL:



Liana Gonzalez
NOTARY PUBLIC, STATE OF FLORIDA

Liana Gonzalez
(Name of Acknowledger Typed, Printed or Stamped)

HH 404940
Commission Number

EXHIBIT - A

STATEMENT OF WORK

INSPECTION AND CLEANING OF STORM WATER SYSTEMS AND UTILITIES JET-VAC ON-CALL SERVICE

The SCOPE OF WORK will be as defined in E-01-24 and shall include to provide inspection, desilting, dewatering of the City's storm water systems, and Jet-Vac on-call service for all utilities.

Introduction

The services include to desilt, dewater, and inspect existing storm water systems. These services include the remote videotaping of the interior of culverts, the physical inspection of the interior of existing manholes and inlets, and obtaining recommendations for appropriate methods of repair. Methods of repair will include proven trenchless pipe repair technologies. The City also seeks 24-hour Jet-Vac on-call services that can respond to the job site within two hours of call by the City for all utilities, which include water, reuse, waste water, and storm water.

A. Services

1). Entire storm sewer system is assumed to be flooded at the time of inspection. The Contractor shall desilt and video the interior of existing culverts using closed circuit television in accordance with the latest guidelines of National Association of Sewer Service Companies (NASSCO) as found in the **NASSCO Manual of Practices – Wastewater Collection Systems** and the latest **NASSCO Specification Guidelines: <https://www.nassco.org/resources/nassco-specification-guidelines>**, as well as inspect every joint of pipe throughout the entire run. The camera used must be able to pan and tilt 90 degrees so as to obtain a view normal to the culvert wall. Proper turbidity controls shall be utilized during desilting activities. Silt shall not be blown out into adjacent water bodies without proper containment and silt removal. A written bound report of findings will be made which will include a comprehensive rehabilitation summary denoting any necessary repair work along with an estimated cost for each associated repair. Defects identified during this review will be documented and inspection logs will be included in an Appendix to this report. Results and recommendations will be available on computer programs compatible with the Utilities Department (Department) systems.

2). The Contractor shall physically inspect, by manned entry, the interior of existing manholes and inlets in accordance with the latest guidelines of NASSCO as found in the **NASSCO Manual of Practices – Wastewater Collection Systems** and the latest **NASSCO Specification Guidelines <https://www.nassco.org/resources/nasscospecification-guidelines>**. Each accessible structure will be opened and physically entered in an effort to determine its condition. All Occupational Safety and Health Administration (OSHA) requirements for confined space entry will be followed. The manhole structure will be inspected to determine the following: depth of structure, diameter of structure, construction type and condition, manhole frame and cover condition, sizes and types

of all incoming and outgoing pipes, depth of flow in each pipe, depth of debris in each pipe and overall condition of the entire structure. Visible evidence of infiltration will be noted.

3). The Contractor will review existing closed circuit television inspection video tapes and prepare television inspection logs. A written bound Report of Findings will be made which will include a comprehensive rehabilitation summary denoting any necessary repair work along with an estimated cost for each associated repair. Defects identified during this review will be documented and inspection logs will be included in an appendix to the Report of Findings. Results and recommendations will be available on computer programs compatible with Department systems.

4). All written reports presenting findings and comprehensive rehabilitation summaries shall be signed by a capable representative. Deliverables for projects shall include a hard copy report, electronic copy (i.e. pdf) of report and any video inspection. Results and recommendations will be available on computer programs compatible with Department systems.

5). The Contractor shall provide 24-hour emergency on-call Jet-Vac service. Page **3** E-01-24

B. Price Estimates

1). Prior to the commencement of any work, the Department will issue a request for estimate/work order. Upon receipt of any request for estimate, the Contractor shall evaluate the work site and determine whether any foreseeable item of expense is not covered by a line item under the resulting contract. If the Contractor determines that any foreseeable item of expense is not covered by a line item under the resulting contract, the Contractor shall notify the Department of this fact. The parties shall negotiate a price for such items prior to initiation of the associated work and the Contractor shall await a written authorization to proceed. In the event that no such prior notification is made or no such prior authorization is received, the Contractor will not be paid for the expense(s) in question. No after-the-fact change orders will be considered or approved.

2). The Contractor acknowledges, through submittal of a price proposal for a given work order, that the Contractor has investigated and is aware of all the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, access, maintenance of traffic (MOT), uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground and the character of equipment and facilities needed preliminary to and during completion of the work. In addition, the Contractor shall be aware of the character, quality and quantity of subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, or from any other information made available by the Department. Any failure to meet the previously mentioned conditions will not relieve the Contractor from properly estimating the difficulty or cost of successfully performing the Work. The Department assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Department.

3). The Contractor shall take color photographs or video to document pre-existing aboveground conditions above and around pipes and structures to be cleaned and inspected under this contract, and shall provide the Department with a set of photographs or video. These photographs or video

will be used to evaluate symptoms of subsurface problems such as asphalt patches and sinkholes, or other evidence of potential underlying problems. Digital photographs supplied on a CD are also acceptable. The Contractor shall also provide photographic evidence, before de-silting, for pipes **30" - inch** in diameter and larger, and **>20%** siltation. The price proposal or estimate shall include a copy for each of the items that meet these conditions. The photograph shall include a description of the pipe with the respective station. City shall compensate Contractor in accordance with the line-item pricing provided by Contractor. Line items will be found within the City's eBid System in a separate tab and must be completed before a proposal is submitted.

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C. Differing Site Conditions

1). The Contractor shall promptly and before such conditions are disturbed, notify the Department in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract or identified in the Contractor's estimate, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for this contract. The Department will promptly investigate the conditions, and if the Department finds that such conditions do materially so differ to cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under the contract, the Department shall consider an equitable adjustment and shall modify the task work order (TWO) and / or contract accordingly.

2). No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in Paragraph I.

3). No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

D. Maintenance of Traffic

1). Maintenance of Traffic (MOT) shall conform to the **State of Florida Manual on Roadway and Traffic Design Standards**: <https://www.fdot.gov/roadway/fdm/default.shtm>. The cost of any MOT shall be included in the Desilt Pipe, Closed Circuit TV Inspection, and Inspect Drainage Structure line items as described under B. Price Estimates above.

E. Dewatering

1). Line Items, as defined under B. Price Estimates above, are intended to compensate the Contractor for pumping down storm sewer systems in preparation for cleaning and/or inspection and are to be paid for on a **PER PUMPING SETUP BASIS**. All set-ups will be approved by the Department's Project Manager prior to the initiation of work.

F. Specification Development/Barnacle Removal

1). The Barnacle removal line item is intended to compensate the Contractor for the removal

of barnacles in order to install plugs for dewatering. Barnacle removal will be paid per pipe location and as directed by the Department. The need for barnacle removal shall be brought to the attention of the Department at the time of proposal for the work but in any event must be brought to the Department's attention prior to commencement of work.

EXHIBIT B

CONTENTS

1. INSURANCE REQUIREMENTS
2. CERTIFICATE OF LIABILITY INSURANCE
3. IRONSHORE SPECIALTY INSURANCE COMPANY (Policy Number: IEP UW0031119600)
4. PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE (Policy Number: 54326742)
5. WORKER'S COMPANESATION AND EMPLOYER'S LIABILITY POLICY (Policy Number: 54326743)
6. PAYMENT BOND (Annual Form) (Bond No. SURU 2210004091)
7. ASCOT POWER OF ATTORNEY

EXHIBIT B

SERVICE CONTRACT # 12336

INSURANCE REQUIREMENTS:

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(2) Such Liability insurance shall include the following **checked types of insurance and indicated minimum policy limits.**

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX __ comprehensive form	bodily injury and property damage
XX __ premises - operations	bodily injury and property damage
__ explosion & collapse hazard	
__ underground hazard	
XX __ products/completed operations hazard	bodily injury and property damage combined
XX __ contractual insurance	bodily injury and property damage combined
XX __ broad form property damage	bodily injury and property damage combined
XX __ independent contractors	personal injury
XX __	personal injury
XX __ CG2010	ongoing operations (or its' equivalent)
XX __ CG 2037	completed operations (or its' equivalent)
__ sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

COMPREHENSIVE

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form Minimum \$10,000/\$20,000/\$10,000
 XX owned (Florida's Minimum Coverage)
 XX hired
 XX non-owned

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

* Must written on a **true follow form basis.**

		Per Occurrence	Aggregate
XX	other than umbrella bodily injury and property damage combined	\$5,000,000	\$5,000,000

ENVIRONMENTAL/POLLUTION LIABILITY

		Per Occurrence	Aggregate
XX	* Policy to be written on a claims made basis.	\$5,000,000	\$5,000,000

CONTRACTOR is required to provide Environmental/Pollution Liability for damage(s) caused by hazardous waste material.

PROFESSIONAL LIABILITY

		Per Occurrence	Aggregate
___	* Policy to be written on a claims made basis	\$3,000,000	\$3,000,000

CONTRACTOR is required to provide Professional Liability if engineering and design is used.

CYBER LIABILITY

		Per Occurrence	Aggregate
___	* Policy to be written on a claims made basis	\$3,000,000	\$3,000,000

___ Network Security / Privacy Liability
___ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
___ Technology Products E&O - \$3,000,000 minimum limit (only applicable for vendors supplying technology related services and or products)
___ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

CRIME LIABILITY

		Per Occurrence	Aggregate
___	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000

(3) If Professional Liability insurance is required, Contractor agrees that this indemnification and hold harmless subsection shall survive the termination or expiration of the Contractors Construction Agreement and or Contractor Services Agreement for a period of three (3) years, unless sooner terminated by the applicable statute of limitations.

(4) For General Liability claims, Contractor agrees this indemnification and hold harmless subsection shall survive the termination or expiration of the Contractors Construction Agreement and or Contractor Services Agreement for a period of two (2) years, unless sooner terminated by the applicable statute of limitations.

(5) The contractor shall at all times indemnify, hold harmless and defend the City, its Mayor and Commissioners, officials, employees and other agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, penalties, defense costs or liabilities arising as a direct result of the Contractor's officers, employees, agents, volunteers or contractor's or other agents' negligence or misconduct under the Contractors Construction Agreement and or Contractor Services Agreement. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. The foregoing indemnification shall not be operative as to any claims by Contractor for any causes of action Contractor has or may have for breaches or defaults by the City under the Contractors Construction Agreement and or Contractor Services Agreement.

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

G. Payment and Performance Bond. If applicable, the contractor shall be responsible for purchasing payment and performance bonds in amounts subject to the full contract price replacement cost of all work to be furnished or installed under the contract. The contractor shall furnish bonds covering the faithful performance of the contract and payment of obligations arising thereunder as specifically required as part of this contract on the date of the execution of the contract. Florida Statute Section 255.05, requires contractors who enters into a contract with the City to purchase a payment and performance bond when the contract is in excess of \$200,000.

CERTIFICATE OF LIABILITY INSURANCE

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

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


PRODUCER USI Insurance Services, LLC/CL 201 Alhambra Circle, Suite 900 Coral Gables, FL 33134-5108 305 669-6000	CONTACT NAME: Laura or Yomie PHONE (A/C, No, Ext): 305 669-6000 E-MAIL ADDRESS: laura.wilkeson@usi.com	FAX (A/C, No): 305-669-6030
	INSURER(S) AFFORDING COVERAGE	
INSURED Envirowaste Services Group, Inc 18001 Old Cutler Road, Ste 643 Miami, FL 33157	INSURER A : Ironshore Specialty Insurance Co	NAIC # 25445
	INSURER B : Federal Insurance Company	NAIC # 20281
	INSURER C : Aspen American Insurance Company	NAIC # 43460
	INSURER D : Nautilus Insurance Company	NAIC # 17370
	INSURER E : Colony Insurance Company	NAIC # 39993
	INSURER F : AXIS Surplus Insurance Company	NAIC # 26620

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	IEPUW0031119600	07/31/2024	07/31/2025	EACH OCCURRENCE \$ 2,000,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000			
	<input checked="" type="checkbox"/> BI/PD Ded:\$ 50,000						MED EXP (Any one person) \$ 25,000			
	<input checked="" type="checkbox"/> ContractorsPollution						PERSONAL & ADV INJURY \$ 2,000,000			
GEN'L AGGREGATE LIMIT APPLIES PER:				<div style="border: 2px solid green; border-radius: 15px; padding: 5px; display: inline-block;"> APPROVED <i>David Daley</i> By David Daley at 12:21 pm, Sep 11, 2024 </div>			GENERAL AGGREGATE \$ 4,000,000			
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PRODUCTS - COMP/OP AGG \$ 4,000,000							
OTHER:			Pollution \$ Included							
			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000							
B	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	54326742	07/31/2024	07/31/2025	BODILY INJURY (Per person) \$			
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$			
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$			
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>				\$			
A	UMBRELLA LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	XSCUW0031119700	07/31/2024	07/31/2025	EACH OCCURRENCE \$ 15,000,000			
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input checked="" type="checkbox"/>				FFX204422810	07/31/2024	07/31/2025	AGGREGATE \$ 15,000,000
	DED	RETENTION \$	<input checked="" type="checkbox"/>							EXO4267440
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		<input checked="" type="checkbox"/>	54326743	07/31/2024	07/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 1,000,000			
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000			
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000			
C	Inland Marine			IM00T6N24	07/31/2024	07/31/2025	Scheduled/Leased/Rented			
	Excess Liability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				ELZ668779012024	07/31/2024	07/31/2025	Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Service Contract No. 12336, Division/Region: Orlando.
 The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to The City of Pompano Beach, as the City's interests may appear, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability and Automobile Liability policies contain a (See Attached Descriptions)

CERTIFICATE HOLDER City of Pompano Beach 1205 NE 5th Avenue Pompano Beach, FL 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

special endorsement with Primary and Noncontributory wording, when required by written contract. The General Liability Automobile Liability and Workers Compensation policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law. Excess policy follows form under the General Liability, Employers Liability, and Commercial Auto Liability. The General Liability and Automobile Liability policies include an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.



IRONSHORE SPECIALTY INSURANCE COMPANY

Mailing Address:
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement

Policy Number: IEP UW0031119600

Effective Date of Endorsement: July 31, 2024

Insured Name: Envirowaste Services Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)
CONTRACTORS ENVIRONMENTAL LEGAL LIABILITY (CELL)
ENVIRONMENTAL PROTECTIVE INSURANCE COVERAGE PACKAGE (EPIC PAC)
ENVIRONMENTAL EXCESS LIABILITY (EEL)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following are added to **Item 1.** of the Declarations as Named Insureds:

1. Altair Environmental Group, LLC
2. Envirowaste Holding Corp.
3. EWSG of GA, LLC
4. EWSG of NC, LLC dba Jaamco Drain Cleaning
5. Industrial Vacuum Services, Inc.
6. IVAC of FL, LLC
7. IVAC of The Carolinas, LLC
8. KRG Utility, Inc.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEP UW0031119600

Effective Date of Endorsement: July 31, 2024

Insured Name: Envirowaste Services Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED ADDITIONAL INSURED(S) PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)
Where required by written contract

A. **SECTION II – WHO IS AN INSURED**, Paragraph 4.e. is amended to specify the entity indicated in the Schedule above as:

e. Any person or organization, other than a third party carrier, you agree to include as an insured in a written contract, written agreement or permit, but only with respect to **bodily injury, property damage, environmental damage, or personal and advertising injury** caused, in whole or in part, by your operations, **your work**, equipment or premises leased or rented by you, or **your products** which are distributed or sold in the regular course of a vendor’s business, however:

(1) A vendor is not an insured as respects **bodily injury, property damage, environmental damage or personal and advertising injury**:

- (a) For which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement except that which the vendor would have in the absence of the contract or agreement;
- (b) Arising out of any express warranty unauthorized by you;
- (c) Arising out of any physical or chemical change in the product made intentionally by the vendor;
- (d) Arising out of repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from you, and then repackaged in the original container;
- (e) Arising out of any failure to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Arising out of demonstration, installation servicing or repair operations, except such operations performed at the vendor’s location in connection with the sale of the product; or
- (g) Arising out of products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(2) A manager or lessor of premises leased or rented to you, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects **bodily injury, property damage, environmental damage or personal and advertising injury**:

(a) Arising out of any **occurrence** that takes place after the equipment lease expires or you cease to be a tenant;
or

(b) Arising out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.

(3) The insurance afforded to such additional insured only applies to the extent permitted by law.

(4) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. **SECTION IV – CONDITIONS**, Condition **18. Other Insurance**, Paragraph **a.** is amended to specify the entity indicated in the Schedule above as a person or organization you agreed to insure and we will not seek contributions from any such other insurance issued to such person or organization.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

Mailing Address:
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement

Policy Number: IEP UW0031119600

Effective Date of Endorsement: July 31, 2024

Insured Name: Envirowaste Services Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)
CONTRACTORS ENVIRONMENTAL LEGAL LIABILITY (CELL)
ENVIRONMENTAL PROTECTIVE INSURANCE COVERAGE PACKAGE (EPIC PAC)
ENVIRONMENTAL EXCESS LIABILITY (EEL)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following are added to **Item 1.** of the Declarations as Named Insureds:

1. Altair Environmental Group, LLC
2. Envirowaste Holding Corp.
3. EWSG of GA, LLC
4. EWSG of NC, LLC dba Jaamco Drain Cleaning
5. Industrial Vacuum Services, Inc.
6. IVAC of FL, LLC
7. IVAC of The Carolinas, LLC
8. KRG Utility, Inc.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEP UW0031119600

Effective Date of Endorsement: July 30, 2024

Insured Name: Envirowaste Services Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SPECIFIED ENTITY -
WAIVER OF RIGHTS OF RECOVERY**

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

SCHEDULE

Designated Person(s) Or Organization(s)
Where required by written contract

SECTION IV – CONDITIONS, Paragraph 22. Transfer of Rights of Recovery Against Others to Us, is amended to include the following as respects the designated person(s) or organization(s) indicated in the Schedule above:

In the event of any payment under this policy, we waive our right of recovery against the person(s) or organization(s) indicated in the Schedule above and with whom the insured has waived its right of recovery.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEP UW0031119600

Effective Date of Endorsement: July 30, 2024

Insured Name: Envirowaste Services Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SPECIFIED ENTITY -
WAIVER OF RIGHTS OF RECOVERY**

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

SCHEDULE

Designated Person(s) Or Organization(s)
Where required by written contract

SECTION IV – CONDITIONS, Paragraph 22. Transfer of Rights of Recovery Against Others to Us, is amended to include the following as respects the designated person(s) or organization(s) indicated in the Schedule above:

In the event of any payment under this policy, we waive our right of recovery against the person(s) or organization(s) indicated in the Schedule above and with whom the insured has waived its right of recovery.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Envirowaste Services Group, Inc.

Endorsement Effective Date: 7/31/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – “**Other Insurance**” of Item B. – “**General Conditions**” under Section IV – “**Business Auto Conditions**”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

Workers' Compensation and Employers' Liability Policy

Named Insured ENVIROWASTE SERVICES GROUP, INC. 18001 OLD CUTLER RD, #643 PALMETTO BAY, FL 33157 - 6440	Endorsement Number
	Policy Number Symbol: WCF Number: 54326743
Policy Period 7/31/2024 to 7/31/2025	Effective Date of Endorsement 7/31/2024
Issued By (Name of Insurance Company) FEDERAL INSURANCE	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN CONTRACT IN STATES WHERE APPLICABLE

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

**PAYMENT BOND
(Annual Form)**

Bond No. SURU 2210004091

KNOW ALL MEN BY THESE PRESENTS, that we, Envirowaste Services Group, Inc., as Principal, and Ascot Surety and Casualty Company, licensed to do business in the State of Colorado, as Surety, are held and firmly bound unto City of Pompano Beach (Obligee), in the penal sum of Two Hundred Thirteen Thousand Two Hundred Sixty Eight and 00/100 Dollars (\$213,268.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, effective the ___ day of _____, and terminating the ___ day of _____, for Inspection and Cleaning of Storm Water Systems and Utilities Jet-Vac On-Call Service and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal, its executors, administrators, successors and assigns shall pay all persons who shall have furnished labor or material directly to the Principal for use in the prosecution of the aforesaid work, each of which said persons shall have a direct right of action on this instrument in his/her own name and for his/her own benefit, subject however, to the Obligee's priority, then this obligation to be void; otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from 28th day of August, 2024, until 28th day of August, 2025, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 28th day of August 2024.


PRINCIPAL Envirowaste Services Group, Inc.


WITNESS

BY: 
Title CEO

SURETY Ascot Surety and Casualty Company
55 West 46th Street, 26th Floor, New York, NY 10036


WITNESS Ryan Norman

BY: 
Stephen A. Vann, Attorney-In-Fact



ANNUAL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Envirowaste Services Group, Inc., (hereinafter called the Principal), as Principal, and Ascot Surety & Casualty Company, duly organized under the laws of the State of Colorado, (hereinafter called the Surety), as Surety, are held and firmly bound unto City of Pompano Beach, (hereinafter called the Obligee), in the sum of Two Hundred Thirteen Thousand Two Hundred Sixty Eight and 00/100 (\$213,268.00) Dollars, for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, said Principal has entered into a written Contract with said Obligee, dated _____, for Inspection and Cleaning of Storm Water Systems and Utilities Jet-Vac On-Call Service, in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

FURTHERMORE, Notwithstanding the provisions of the Contract, the term of this bond shall apply from August 28, 2024, until August 28, 2025, and may be extended by the Surety by Continuation Certificate. However, neither non-renewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of non-renewal, shall itself constitute a loss to the Obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto. In no event shall Surety's aggregate liability exceed the penal sum of this bond.

NO SUIT, ACTION OR PROCEEDING by the Obligee to recover on this bond shall be sustained unless the same be commenced within one (1) year following the date on which Principal ceased work on said Contract.

Signed and sealed this 28th day of August, 2024

Envirowaste Services Group, Inc.
Principal

By: *Jim Long* - CEO

Ascot Surety & Casualty Company
Surety

By: *SAV*
Stephen A. Vann, Attorney-in-Fact





Power of Attorney

KNOW ALL MEN BY THE PRESENTS:

That Ascot Surety & Casualty Company and Ascot Insurance Company, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint:

Stephen A. Vann, Sarah C. Belcastro, Jodi L. Jennings, Mario Medina, Oana R. Dimulescu, Bradley Mapes, Shana Kae Meyer and Ryan Norman of Atlanta, GA (city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

Any such obligations in the United States not to exceed \$50,000,000.00.

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Officer, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual" and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof;

RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and bonding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or tother contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 22nd day of February 2024.



ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

[Signature of Matthew Conrad Kramer]

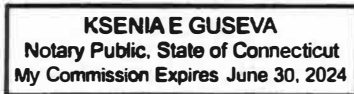
Matthew Conrad Kramer (Chief Executive Officer)

[Signature of Tara North]

Tara North (Executive Vice President, Surety)

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss.

On this 22nd day of February 2024, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.



[Signature of Ksenia E. Guseva]

Notary Public Ksenia E Guseva

My commission expires on June 30, 2024

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney of certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of the Companies, this 28th day of August, 2024.

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

[Signature of John Gill]
John Gill, Secretary

EXHIBIT – C

Contents

1. Request for Proposal (RFP) E-01-24
2. E-01-24, Supplier Response, Envirowaste Services Group, Inc.
3. E-01-24, Supplier Award, Inspection and Cleaning of Storm Water Systems and Utilities Jet-Vac On-Call Service



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS**

E-01-24

**INSPECTION AND CLEANING OF STORM
WATER SYSTEMS AND UTILITIES JET-VAC
ON-CALL SERVICE**

OPENING: DECEMBER 13, 2023, 2:00:00 P.M.

Virtual Zoom Meeting

For access go to:

<https://pompanobeachfl.gov/pages/meetings>

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

E-01-24

INSPECTION AND CLEANING OF STORM WATER SYSTEMS
AND UTILITIES JET-VAC ON-CALL SERVICE

The City of Pompano Beach (the “City”) is seeking proposals from qualified companies/firms to provide inspection, desilting, dewatering of the City’s storm water systems, and Jet-Vac on-call service for all utilities.

The City will receive sealed proposals until **2:00:00 p.m. (local), December 4, 2023**. Proposals must be submitted electronically through the eBid System on or before the due date and time. Any proposal received after the due date and time specified herein, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City’s eBid System in order to view the Request for Proposals (RFP) documents and respond to this RFP. The RFP documents can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the zoom link.

All questions regarding this RFP are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled RFP opening. Oral and other interpretations or clarifications will be without legal effect. Addendum/Addenda will be posted to this RFP in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to this RFP.

City reserves the right to issue one primary contract, and additional stand by contracts for the below described services. Stand by contractors may be asked to provide services when the primary contractor is not available, during emergencies, or as needed and in the best interest of the City.

Introduction

The City desires to obtain services from a qualified company/firm to desilt, dewater, and inspect existing storm water systems. These services include the remote videotaping of the interior of culverts, the physical inspection of the interior of existing manholes and inlets, and obtaining recommendations for appropriate methods of repair. Methods of repair will include proven trenchless pipe repair technologies. The City also seeks 24-hour Jet-Vac on-call services that can respond to the job site within two hours of call by the City for all utilities, which include water, reuse, waste water, and storm water.

A. Services

1. Entire storm sewer system is assumed to be flooded at the time of inspection. The Contractor shall desilt and video the interior of existing culverts using closed circuit television in accordance with the latest guidelines of National Association of Sewer Service Companies (NASSCO) as found in the **NASSCO Manual of Practices – Wastewater Collection Systems** and the latest **NASSCO Specification Guidelines**: <https://www.nassco.org/resources/nassco-specification-guidelines>, as well as inspect every joint of pipe throughout the entire run. The camera used must be able to pan and tilt 90 degrees so as to obtain a view normal to the culvert wall. Proper turbidity controls shall be utilized during desilting activities. Silt shall not be blown out into adjacent water bodies without proper containment and silt removal. A written bound report of findings will be made which will include a comprehensive rehabilitation summary denoting any necessary repair work along with an estimated cost for each associated repair. Defects identified during this review will be documented and inspection logs will be included in an Appendix to this report. Results and recommendations will be available on computer programs compatible with the Utilities Department (Department) systems.
2. The Contractor shall physically inspect, by manned entry, the interior of existing manholes and inlets in accordance with the latest guidelines of NASSCO as found in the **NASSCO Manual of Practices – Wastewater Collection Systems** and the latest **NASSCO Specification Guidelines** <https://www.nassco.org/resources/nassco-specification-guidelines>. Each accessible structure will be opened and physically entered in an effort to determine its condition. All Occupational Safety and Health Administration (OSHA) requirements for confined space entry will be followed. The manhole structure will be inspected to determine the following: depth of structure, diameter of structure, construction type and condition, manhole frame and cover condition, sizes and types of all incoming and outgoing pipes, depth of flow in each pipe, depth of debris in each pipe and overall condition of the entire structure. Visible evidence of infiltration will be noted.
3. The Contractor will review existing closed circuit television inspection video tapes and prepare television inspection logs. A written bound Report of Findings will be made which will include a comprehensive rehabilitation summary denoting any necessary repair work along with an estimated cost for each associated repair. Defects identified during this review will be documented and inspection logs will be included in an appendix to the Report of Findings. Results and recommendations will be available on computer programs compatible with Department systems.
4. All written reports presenting findings and comprehensive rehabilitation summaries shall be signed by a capable representative. Deliverables for projects shall include a hard copy report, electronic copy (i.e. pdf) of report and any video inspection. Results and recommendations will be available on computer programs compatible with Department systems.
5. The Contractor shall provide 24-hour emergency on-call Jet-Vac service.

B. Price Estimates

1. Prior to the commencement of any work, the Department will issue a request for estimate/work order. Upon receipt of any request for estimate, the Contractor shall evaluate the work site and determine whether any foreseeable item of expense is not covered by a line item under the resulting contract. If the Contractor determines that any foreseeable item of expense is not covered by a line item under the resulting contract, the Contractor shall notify the Department of this fact.

The parties shall negotiate a price for such items prior to initiation of the associated work and the Contractor shall await a written authorization to proceed. In the event that no such prior notification is made or no such prior authorization is received, the Contractor will not be paid for the expense(s) in question. No after-the-fact change orders will be considered or approved.

2. The Contractor acknowledges, through submittal of a price proposal for a given work order, that the Contractor has investigated and is aware of all the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, access, maintenance of traffic (MOT), uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground and the character of equipment and facilities needed preliminary to and during completion of the work. In addition, the Contractor shall be aware of the character, quality and quantity of subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, or from any other information made available by the Department. Any failure to meet the previously mentioned conditions will not relieve the Contractor from properly estimating the difficulty or cost of successfully performing the Work. The Department assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Department.
3. The Contractor shall take color photographs or video to document pre-existing above-ground conditions above and around pipes and structures to be cleaned and inspected under this contract, and shall provide the Department with a set of photographs or video. These photographs or video will be used to evaluate symptoms of subsurface problems such as asphalt patches and sinkholes, or other evidence of potential underlying problems. Digital photographs supplied on a CD are also acceptable. The Contractor shall also provide photographic evidence, before de-silting, for pipes **30"-inch** in diameter and larger, and **>20%** siltation. The price proposal or estimate shall include a copy for each of the items that meet these conditions. The photograph shall include a description of the pipe with the respective station. City shall compensate Contractor in accordance with the line item pricing provided by Contractor. Line items will be found within the City's eBid System in a separate tab and must be completed before a proposal is submitted.

C. Differing Site Conditions

1. The Contractor shall promptly and before such conditions are disturbed, notify the Department in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract or identified in the Contractor's estimate, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for this contract. The Department will promptly investigate the conditions, and if the Department finds that such conditions do materially so differ to cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under the contract, the Department shall consider an equitable adjustment and shall modify the task work order (TWO) and / or contract accordingly.
2. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in Paragraph I.
3. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

D. Maintenance of Traffic

Maintenance of Traffic (MOT) shall conform to the **State of Florida Manual on Roadway and Traffic Design Standards**: <https://www.fdot.gov/roadway/fdm/default.shtm>. The cost of any MOT shall be included in the Desilt Pipe, Closed Circuit TV Inspection, and Inspect Drainage Structure line items as described under B. Price Estimates above.

E. Dewatering

Line Items, as defined under B. Price Estimates above, are intended to compensate the Contractor for pumping down storm sewer systems in preparation for cleaning and/or inspection and are to be paid for on a **PER PUMPING SETUP BASIS**. All set-ups will be approved by the Department's Project Manager prior to the initiation of work.

F. Specification Development/Barnacle Removal

The Barnacle removal line item is intended to compensate the Contractor for the removal of barnacles in order to install plugs for dewatering. Barnacle removal will be paid per pipe location and as directed by the Department. The need for barnacle removal shall be brought to the attention of the Department at the time of proposal for the work but in any event must be brought to the Department's attention prior to commencement of work.

G. Selection/Evaluation Process

A Selection/Evaluation Committee (the "Committee") will be appointed to select the most qualified company(ies)/firm(s). The Committee will present its findings to the City Commission.

Proposals will be evaluated using the following criteria.

Item	Criteria	Point Range
1	Experience, Expertise and References: previous related work experience and qualifications in the subject area of the company and personnel assigned; recommendations from previous clients; demonstrates a clear understanding of scope of work and other technical or legal issues related to the project; previous work performed for the City.	0-30
2	Proximity of the nearest office to Pompano Beach City Hall 100 W Atlantic Blvd., Pompano Beach, FL 33060 with dispatch-ready equipment.	0-10
3	Resources and Methodology: quantity of available equipment and their types; personnel assigned to the contract; and on-call response times for all services.	0-30
4	Costs: includes evaluation of the line item pricing provided by the Proposer, overall task and deliverables budget, and on call jet vac services	0-30
	Total	0-100

Financial statements or other financial information that are required as submittals to prequalify for an RFP will be exempt from public disclosure; however, financial statements or other financial information submitted to prequalify for an RFP, and were not required by the City, may be subject to public disclosure.

Value of Work Previously Awarded to Company/Firm (Tie-breaker) - In the event of a tie, the company/firm with the lowest value of work as a prime contractor on City projects within the last five years will receive the higher ranking, the company/firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of “1” assigned to the short-listed Proposer deemed most qualified by the Committee.

Each company/firm should submit documentation that evidences the company’s/firm’s capability to provide the services required for the Committee’s review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet the company’s/firm’s representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

The Committee shall furnish the City Commission (for its approval) a listing, in ranked order companies/firms deemed to be the most highly qualified to perform the service.

The City Commission has the authority to (including, but not limited to): approve the recommendation; reject the recommendation and direct staff to re-advertise the RFP; or, review the responses itself and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

H. Required Proposal Submittal

City reserves the right to waive minor irregularities and ask for clarification on submitted forms when considering a Proposer non-responsible. It is the Proposer's responsibility to ensure all documents required for the Committee to successfully evaluate the proposal are provided.

Sealed proposals must be submitted electronically through the eBid System on or before the due date and time indicated previously. The Proposer shall upload its response as one (1) file to the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB, the response must be split and uploaded as two (2) separate files. The financial statements should be uploaded as a separate file from the proposal to the Response Attachments tab in the eBid System.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Information required for evaluation:

Proposer shall provide all information that is required for the Committee to evaluate the proposal. This shall include, but not be limited to, Proposer's experience, Proposer's team's qualifications, resources and methodology to be used to complete the work, hour of operation, minimum response time during and after regular business hours, fees in the bid line items, and equipment necessary to perform the work.

It is the Proposer's responsibility to ensure that the information provided in this section satisfies the information required for the Committee's evaluation. Failure to provide the

information required by the Committee to conduct an evaluation may result in the Proposer being deemed non-responsible.

City Forms:

The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System.

The City reserves the right to request additional information to ensure the proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may as at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

I. Term of Agreement/Contract

The initial contract period shall be five (5) years, commencing upon award by the appropriate City officials. The City reserves the right to renew this agreement/contract for one (1) additional five (5) year period, subject to contractor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City.

In the event delivery/service is scheduled to end because of the expiration of this agreement/contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing agreement/contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

J. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

K. Right to Audit

Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of Successful and Unsuccessful Proposers, originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing

hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees pursuant to the execution of the agreement/contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

For the purpose of such audits, inspections, examinations and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the Work, and until five (5) years after the date of final payment by City to Contractor pursuant to the agreement/contract.

City's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written agreement/contract. Failure to obtain such written agreements/contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to the agreement/contract.

L. Communications

No negotiations, decisions, or actions shall be initiated or executed by the company/firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only those communications, which are in writing and signed from an authorized designee of the company/firm, will be recognized by the City as duly authorized expressions on behalf of the company/firm.

M. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any agreement/contract with the City.

N. Independent Contractor

The Contractor will conduct business as an independent contractor under the terms of the agreement/contract. Personnel services provided by the company/firm shall be by employees of the company/firm and subject to supervision by the company/firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar

administrative procedures applicable to services rendered under the agreement/contract shall be those of the company/firm.

O. Staff Assignment

The City reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

P. Agreement/Contract Terms

The agreement/contract resulting from this RFP shall include, but not be limited to the following terms:

The agreement/contract shall include as a minimum, the entirety of this RFP, together with the Contactor's Proposal. Agreement/Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the Contractor, its employees, agents or servants during the performance of the agreement/contract, whether directly or indirectly, Contractor agrees to reimburse the City for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

Q. Waiver

It is agreed that no waiver or modification of the agreement/contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the agreement/contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as previously provided. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

R. Survivorship Rights

The agreement/contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

S. Termination

The agreement/contract resulting from this RFP may be terminated by the City per the agreement/contract's termination conditions.

T. Manner of Performance

Proposer agrees to perform its duties and obligations under the agreement/contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the agreement/contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within its designated duties. Proposer agrees to furnish the City with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of the agreement/contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of agreement/contract.

U. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than one hundred and eighty (180) days from the closing date of this RFP.

V. RFP Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to the City on or before the time and date written herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

The Proposal shall not contain any alteration to the RFP posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of RFP documents was obtained from the eBid System or from the Purchasing Division of the General Services Department only and no alteration of any kind has been made to the RFP. Exceptions or deviations may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award agreement/contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

W. Standard Provisions

1. Governing Law

Any agreement/contract resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement/contract will be in Broward County, Florida.

2. Licenses

In order to perform public work, the Contractor shall:

Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor and Business Licenses if required by state statutes or local ordinances.

3. Conflict of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the company/firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to, Section 112.313, Florida Statutes.

4. Drug Free Workplace

The Contractor will be required to verify it will operate a “Drug Free Workplace” as set forth in Section 287.087, Florida Statutes within the Attributes tab of the eBid System.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a agreement/contract to provide any goods or services to a public entity, may not submit a proposal on a agreement/contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under agreement/contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and its surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage, which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

It is assumed the Contractor will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the company/firm will in no way relieve the company/firm from responsibility.

9. Withdrawal of Proposals

A Proposer may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the City of Pompano Beach, General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition of Project Team

Proposers are required to commit that the principals and personnel named in the proposal will perform the services throughout the agreement/contract term unless otherwise provided for by way of a negotiated agreement/contract/written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Section 218, Florida Statutes, payment will be made within forty-five (45) days after receipt of a proper invoice.

12. Employment Eligibility

By entering into a resulting contract with the City, Proposer becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this awarded contract is terminated for a violation of the statute by the Proposer, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

13. Compliance with Florida Statute 287.05701

The City does not consider social, political, or ideological interest in determining Proposer's responsibility in compliance with Florida Statute 287.05701.

14. Public Records

- a. The City is a public agency subject to, Section 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
 - i. Keep and maintain public records required by the City in order to perform the service;
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in, Section 119, Florida Statutes or as otherwise provided by law;
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and

following completion of the agreement/contract if the Contractor does not transfer the records to the City; and

iv. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the agreement/contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement/contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

b. Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject Contractor to penalties under, Section 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE AWARDED PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDED PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT/CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

X. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addendum is issued to this RFP, the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting its response, to check the eBid System or to contact the Purchasing Division of the General Services Department at purchasing@copbfl.com to determine if addendum was issued and to make such addendum a part of its proposal. Any Addendum will be posted to this RFP in the eBid System.

Y. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for the agreement/contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the carrier indicating upgrade ability will expedite the review process to determine the most qualified Proposer.

The Contractor(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City's Risk Manager.

If you are responding to this RFP and have questions regarding the insurance requirements hereunder, please contact the City's General Services Department at (954) 786-4098. If the agreement/contract has already been awarded, please direct any inquiries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/agreement/contract.

Contractor is responsible for delivering to the City for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the City as an additional insured on all such coverage.

Throughout the term of the agreement/contract, City, by and through its Risk Manager, reserves the right to review, modify, reject or accept any insurance policies required by the agreement/contract, including limits, coverages or endorsements. The City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as the City's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Contractor under the agreement/contract.

Throughout the term of the agreement/contract, Contractor and all subcontractors or other agents hereunder, shall, at its sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company/firm (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance

- a. Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims, which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this agreement/contract.
- b. Such liability insurance shall include the following checked types of insurance and indicated minimum policy limits:

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
___ explosion & collapse hazard	
XX underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
___ sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
___ liquor legal liability	

AUTOMOBILE LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
XX comprehensive form	
___ owned	
___ hired	
___ non-owned	

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

XX	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

__	* Policy to be written on a claims made basis		\$1,000,000	\$1,000,000
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c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the agreement/contract shall survive the termination or expiration of the agreement/contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

ENVIRONMENTAL / POLLUTION LIABILITY Per Occurrence Aggregate

* Policy to be written on a claims made basis

XX	environmental/pollution liability		\$1,000,000	/\$1,000,000
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CYBER LIABILITY

Per Occurrence Aggregate

* Policy to be written on a claims occurrence basis

__			\$1,000,000	/\$1,000,000
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__ Network Security / Privacy Liability
 __ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
 __ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)
 __ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

3. Employer's Liability. Contractor and all subcontractors shall, for the benefit of its employees, provide, carry, maintain and pay for Employer's Liability Insurance in

the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

4. Policies: Whenever, under the provisions of the agreement/contract, insurance is required of the Contractor, the Contractor shall promptly provide the following:
 - a. Certificates of Insurance evidencing the required coverage;
 - b. Names and addresses of companies providing coverage;
 - c. Effective and expiration dates of policies; and
 - d. A provision in all policies affording City thirty (30) days written notice by a Carrier of any cancellation or material change in any policy.
5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company/firm shall provide thirty (30) days written notice to the City.
6. Waiver of Subrogation. Contractor hereby waives any and all right of subrogation against the City, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement/contract to waive subrogation without an endorsement, then, Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such agreement/contract on a pre-loss basis.
7. The Contractor shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of agreement/contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

Z. Contractor Performance Report

The City will utilize the Contractor Performance Report to monitor and record the Contractor's performance for the work specified by the agreement/contract. The Contractor Performance Report has been included as to this RFP.

Contractor Performance Report

CATEGORY	RATING	COMMENTS
1. Quality Assurance/Quality Control - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3	
2. Record Keeping -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3	
3. Close-Out Activities - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3	
4. Customer Service - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3	
5. Cost Control - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 Excellent =3	
6. Construction Schedule - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3	(Note: For Construction Projects Only)
SCORE	_____	ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED

RATINGS

Poor Performance (1.0 – 1.59): Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

Satisfactory Performance (1.6 – 2.59): Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

Excellent Performance (2.6 – 3.0): Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customer’s expectations are exceeded.

Contractor Performance Report

Would you select/recommend this contractor again? Yes No

Please attach any supporting documents to this report to substantiate the ratings that have been provided.

Ratings completed by (print name)	Ratings completed by signature	Date
Department Head (print name)	Department Head Signature	Date
Vendor Representative (print name)	Contractor Representative Signature	Date

Comments, corrective actions etc., use additional page if necessary:

Sample Service Contract

SERVICE CONTRACT

No. \$id

THIS AGREEMENT is made and entered into on _____, by the City of Pompano Beach (“City”) and \$company_name, a \$state_of_incorporation \$entity_type (“Contractor”).

WHEREAS, City requires services which Contractor is capable of providing under the terms and conditions described herein; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. *Contract Documents.* This Agreement consists of the Scope of Work set forth in Exhibit “A” (the “Work”) and, the Insurance Requirements set forth in Exhibit “B”, both of which are attached hereto and made a part hereof; and all written modifications issued after execution of this Agreement.

2. *Purpose.* City contracts with Contractor to provide _____ services upon the terms and conditions set forth herein.

3. *Scope of Work.* Contractor shall provide the Scope Services set forth in Exhibit “A” and insurance set forth in Exhibit “B” both attached hereto and made a part hereof. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit A and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor’s heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Contractor’s part.

4. *Term of Contract.* This Contract shall be for a term of _____ year(s) or less beginning with the date this Contract is fully executed by both parties.

5. *Renewal.* In the event City determines Contractor to be in full compliance with this Agreement and Contractor’s performance thereunder to be satisfactory, then City, shall have the option to renew this Agreement for an additional [TERM] year term.

6. *Maximum Obligation.* City agrees to pay Contractor for performing the Work and providing the required insurance.

7. *Price Formula, Payment and Invoices.*

A. Price Formula. City agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

Services not to exceed \$contract_amount.

B. Payment. All payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice as defined in § 218.72, Florida Statutes, as amended, City shall forward Contractor payment for (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida Statutes, within twenty-five (25) business days and (ii) forty five (45) days for all goods and services provided other than construction services.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount

In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with § 218.76, Florida Statutes, as amended.

C. Invoices. Contractor shall submit invoices to City on a monthly basis or on _____.

8. *Disputes.* Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. *Contract Administrators, Notices and Demands.*

A. *Contract Administrators.* During the term of this Agreement, the City's Contract Administrator shall be \$backup_person_name and the Contractor's Contract Administrator shall be provided by Contractor upon commencement of services (or their authorized written designee) as further identified below.

B. *Notices and Demands.* A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail or other trackable delivery service, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

If to Contractor: \$party_main_contact
 \$street_address \$street_address_2
 \$city0, \$state_province \$zip_or_postal_code0
 Office: \$party_main_contact_phone
 Email: \$party_main_contact_email

If to City: \$backup_person_name, Contract Administrator
 100 West Atlantic Blvd
 Pompano Beach, FL 33060
 Office: \$backup_person_phone
 Email: \$backup_person_email

With a copy to: Antonio Pucci, Contract Manager
 100 West Atlantic Blvd.
 Pompano Beach, FL 33060
 Phone: 954-786-5574
 Email: antonio.pucci@copbfl.com

10. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. *Termination.*

A. *Termination for Breach or Default.* Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 9 herein which describes in reasonable detail the alleged breach

or default and ten (10) calendar days to cure same. Failure to cure all such described defects within the required time period shall result in termination of this contract with written notice to Contractor.

B. Termination for Convenience. City retains the right to terminate this Agreement for convenience upon ten (10) business days written notice to Contractor in accordance with Article 9 herein. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities. City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. *Force Majeure.* Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines applicable to the COVID-19 virus or other similar pandemic or emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

13. *Insurance.* Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. *Indemnification.* Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, defend, save and hold harmless the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from Contractor's performance under this Contract, including but not limited to, any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any

inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor's indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. *Sovereign Immunity.* Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. *Non-Assignability and Subcontracting.*

A. *Non-Assignability.* This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. *Subcontracting.* Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. *Performance Under Law.* The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances

including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

18. *Audit and Inspection Records.* The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. A *Adherence to Law.* Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

B *Conflict of Interest.* During the time period this Agreement is in effect, Contractor, its employees subcontractors, and agents shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Additionally, Contractor, its employees subcontractors, and agents shall refrain from acting adverse to the City's interest in promoting the goals and objectives of this Agreement. Any potential such conflict of interest must be reported to the City and may be waived only upon additional review and approval by the City Manager.

Furthermore, none of Contractor's employees, subcontractors, and agents shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

The existence of any such conflict of interest, or evidence of non-compliance with the above paragraphs, may serve as grounds for termination of this Agreement pursuant to Paragraph 11, Termination.

20. *Independent Contractor.* The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such

Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. *Contractor cooperation.* The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. *Public Records.*

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

23. *Governing Law.* Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. *Waiver and Modification.*

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. *No Waiver by Delay.* The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. *No Contingent Fee.* Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or

paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. *Attorneys' Fees and Costs.* In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. *No Third Party Beneficiaries.* Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. *Public Entity Crimes Act.* As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. *Entire Agreement.* This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. *Headings.* The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. *Approvals.* Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. *Absence of Conflicts of Interest.* Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in its performance under this Agreement.

34. *Binding Effect.* The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. *Employment Eligibility.* By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination

36. *Severability.* Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

“CONTRACTOR”

\$company_name

Witnesses:

(Print or Type Name)

(Print or Type Name)

By: _____
Name, Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ as _____ of _____, a Florida corporation on behalf of the corporation **OR** a Florida limited liability company on behalf of the company. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



E-01-24

envirowaste services group, inc
Supplier Response

Event Information

Number: E-01-24
 Title: Inspection and Cleaning of Storm Water Systems and Utilities Jet-Vac On-Call Service
 Type: Request for Proposals
 Issue Date: 11/9/2023
 Deadline: 12/13/2023 02:00 PM (ET)
 Notes: The City of Pompano Beach (the "City") is seeking proposals from qualified companies/firms to provide inspection, desilting, dewatering of the City's storm water systems, and Jet-Vac on-call service for all utilities.

The City will receive sealed proposals until **2:00:00 p.m. (local), December 13, 2023**. Proposals must be submitted electronically through the eBid System on or before the due date and time. Any proposal received after the due date and time specified herein, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the Request for Proposals (RFP) documents and respond to this RFP. The RFP documents can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a public forum. To attend the virtual public meeting, go to

<https://pompanobeachfl.gov/pages/meetings> to find the zoom link.

Contact Information

Contact: Jeff English
Address: Purchasing
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060
Phone: (954) 786-4098
Fax: (954) 786-4168
Email: purchasing@copbfl.com

envirowaste services group, inc Information

Contact: David Orr
 Address: 18001 old cutler road
 Suite 643
 Miami, FL 33157
 Phone: (877) 637-9665
 Fax: (877) 637-9659
 Email: davidorr@ewsg.com
 Web Address: EWSG.COM

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

John Rinehart

Signature

Submitted at 12/13/2023 12:55:02 PM (ET)

JohnRinehart@ewsg.com

Email

Requested Attachments

Proposal

RFP #E-01-24 - Pompano Beach
 12-13-2023.pdf

Electronic version of proposal must be uploaded to the Response Attachments tab. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files.

Response Attachments

Audited Balance Sheet 20-21-22.pdf

Financial Statements

Proposer Information Page Form v1.pdf

Proposer Information Page

Bid Attributes

1 Extension of prices, terms and conditions to other governmental entities

If awarded the contract resulting from this bid, will your company agree to extend the same prices, terms and conditions to other governmental entities? (Note -- Optional, agreement not required for contract award.) Indicate by selecting yes or no from the drop down menu.

Yes

2 Conflict of Interest

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.) Indicate yes or no below with the drop down menu.

No

3 Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount)

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified

4 Drug-Free Workplace

STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES ON DRUG-FREE WORKPLACE
**REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM.
 PROVIDE THIS INFORMATION ELECTRONICALLY.**

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

By choosing YES, I hereby certify that the company/firm complies with all the above requirements

5 Acknowledgement of Addenda

Check this box to acknowledge that you have reviewed all addenda issued for this solicitation.

Yes

6 Terms & Conditions

Check the box indicating you agree to the terms and conditions of this solicitation.

Agree

Bid Lines

1	Desilt Pipe (12") (<20% Silt)	Quantity: <u>100</u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$3.50"/>	Total: <input type="text" value="\$350.00"/>
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
2	Desilt Pipe (15") (<20% Silt)	Quantity: <u>100</u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$4.00"/>	Total: <input type="text" value="\$400.00"/>
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
3	Desilt Pipe (18") (<20% Silt)	Quantity: <u>100</u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$5.00"/>	Total: <input type="text" value="\$500.00"/>
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
4	Desilt Pipe (24") (<20% Silt)	Quantity: <u>210</u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$6.00"/>	Total: <input type="text" value="\$1,260.00"/>
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
5	Desilt Pipe (30") (<20% Silt)	Quantity: <u>100</u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$6.75"/>	Total: <input type="text" value="\$675.00"/>
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
6	Desilt Pipe (36") (<20% Silt)	Quantity: <u>100</u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$8.00"/>	Total: <input type="text" value="\$800.00"/>
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
7	Desilt Pipe (42") (<20% Silt)	Quantity: <u>100</u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$9.25"/>	Total: <input type="text" value="\$925.00"/>
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
8	Desilt Pipe (48") (<20% Silt)	Quantity: <u>100</u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$10.50"/>	Total: <input type="text" value="\$1,050.00"/>
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
9	Desilt Pipe (54") (<20% Silt)	Quantity: <u>100</u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$11.50"/>	Total: <input type="text" value="\$1,150.00"/>
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
10	Desilt Pipe (60") (<20% Silt)	Quantity: <u>100</u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$13.00"/>	Total: <input type="text" value="\$1,300.00"/>
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				

1 1	Desilt Pipe (66") (<20% Silt) Quantity: <u>100</u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$15.00"/> Total: <input type="text" value="\$1,500.00"/> Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.
1 2	Desilt Pipe (72") (<20% Silt) Quantity: <u>100</u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$16.60"/> Total: <input type="text" value="\$1,660.00"/> Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.
1 3	Desilt Pipe (84") (<20% Silt) Quantity: <u>100</u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$18.00"/> Total: <input type="text" value="\$1,800.00"/> Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.
1 4	Desilt Pipe (96") (<20% Silt) Quantity: <u>100</u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$20.50"/> Total: <input type="text" value="\$2,050.00"/> Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.
1 5	Desilt Pipe (12") (20%-50% Silt) Quantity: <u>100</u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$5.50"/> Total: <input type="text" value="\$550.00"/> Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.
1 6	Desilt Pipe (15") (20%-50% Silt) Quantity: <u>100</u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$6.00"/> Total: <input type="text" value="\$600.00"/> Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.
1 7	Desilt Pipe (18") (20%-50% Silt) Quantity: <u>100</u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$6.50"/> Total: <input type="text" value="\$650.00"/> Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.
1 8	Desilt Pipe (24") (20%-50% Silt) Quantity: <u>100</u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$7.25"/> Total: <input type="text" value="\$725.00"/> Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.
1 9	Desilt Pipe (30") (20%-50% Silt) Quantity: <u>100</u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$8.00"/> Total: <input type="text" value="\$800.00"/> Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

20	Desilt Pipe (36") (20%-50% Silt) Quantity: <u>300</u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$9.50"/> Total: <input type="text" value="\$2,850.00"/> Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.
21	Desilt Pipe (42") (20%-50% Silt) Quantity: <u>100</u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$11.00"/> Total: <input type="text" value="\$1,100.00"/> Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.
22	Desilt Pipe (48") (20%-50% Silt) Quantity: <u>100</u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$12.00"/> Total: <input type="text" value="\$1,200.00"/> Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.
23	Desilt Pipe (54") (20%-50% Silt) Quantity: <u>100</u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$13.00"/> Total: <input type="text" value="\$1,300.00"/> Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.
24	Desilt Pipe (60") (20%-50% Silt) Quantity: <u>100</u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$15.00"/> Total: <input type="text" value="\$1,500.00"/> Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.
25	Desilt Pipe (66") (20%-50% Silt) Quantity: <u>100</u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$16.75"/> Total: <input type="text" value="\$1,675.00"/> Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.
26	Desilt Pipe (72") (20%-50% Silt) Quantity: <u>100</u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$18.00"/> Total: <input type="text" value="\$1,800.00"/> Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.
27	Desilt Pipe (84") (20%-50% Silt) Quantity: <u>100</u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$19.50"/> Total: <input type="text" value="\$1,950.00"/> Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.
28	Desilt Pipe (96") (20%-50% Silt) Quantity: <u>100</u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$22.50"/> Total: <input type="text" value="\$2,250.00"/> Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.
29	Desilt Pipe (12") (>50% Silt) Quantity: <u>100</u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$8.00"/> Total: <input type="text" value="\$800.00"/> Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

30	Desilt Pipe (15") (>50% Silt) Quantity: <u>120</u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$9.00"/> Total: <input type="text" value="\$1,080.00"/> Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.
31	Desilt Pipe (18") (>50% Silt) Quantity: <u>720</u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$9.75"/> Total: <input type="text" value="\$7,020.00"/> Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.
32	Desilt Pipe (24") (>50% Silt) Quantity: <u>280</u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$10.50"/> Total: <input type="text" value="\$2,940.00"/> Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.
33	Desilt Pipe (30") (>50% Silt) Quantity: <u>180</u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$11.50"/> Total: <input type="text" value="\$2,070.00"/> Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.
34	Desilt Pipe (36") (>50% Silt) Quantity: <u>170</u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$12.75"/> Total: <input type="text" value="\$2,167.50"/> Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.
35	Desilt Pipe (42") (>50% Silt) Quantity: <u>100</u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$13.50"/> Total: <input type="text" value="\$1,350.00"/> Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.
36	Desilt Pipe (48") (>50% Silt) Quantity: <u>100</u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$15.00"/> Total: <input type="text" value="\$1,500.00"/> Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.
37	Desilt Pipe (54") (>50% Silt) Quantity: <u>100</u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$16.25"/> Total: <input type="text" value="\$1,625.00"/> Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.
38	Desilt Pipe (60") (>50% Silt) Quantity: <u>130</u> UOM: <u>LF</u> Unit Cost: <input type="text" value="\$17.50"/> Total: <input type="text" value="\$2,275.00"/> Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

39	Desilt Pipe (66") (>50% Silt)	Quantity: <u>100</u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$18.75"/>	Total: <input type="text" value="\$1,875.00"/>
	Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.			
40	Desilt Pipe (72") (>50% Silt)	Quantity: <u>1300</u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$20.00"/>	Total: <input type="text" value="\$26,000.00"/>
	Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.			
41	Desilt Pipe (84") (>50% Silt)	Quantity: <u>100</u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$21.50"/>	Total: <input type="text" value="\$2,150.00"/>
	Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.			
42	Desilt Pipe (96") (>50% Silt)	Quantity: <u>100</u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$25.00"/>	Total: <input type="text" value="\$2,500.00"/>
	Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.			
43	Closed Circuit TV Inspection (12")	Quantity: <u>300</u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$3.25"/>	Total: <input type="text" value="\$975.00"/>
	Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.			
44	Closed Circuit TV Inspection (15")	Quantity: <u>920</u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$3.75"/>	Total: <input type="text" value="\$3,450.00"/>
	Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.			
45	Closed Circuit TV Inspection (18")	Quantity: <u>120</u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$4.50"/>	Total: <input type="text" value="\$540.00"/>
	Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.			
46	Closed Circuit TV Inspection (24")	Quantity: <u>590</u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$5.00"/>	Total: <input type="text" value="\$2,950.00"/>
	Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.			
47	Closed Circuit TV Inspection (30")	Quantity: <u>380</u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$5.75"/>	Total: <input type="text" value="\$2,185.00"/>
	Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.			
48	Closed Circuit TV Inspection (36")	Quantity: <u>470</u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$6.25"/>	Total: <input type="text" value="\$2,937.50"/>
	Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.			

49	Closed Circuit TV Inspection (42")	Quantity: <u>300</u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$6.75"/>	Total: <input type="text" value="\$2,025.00"/>
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
50	Closed Circuit TV Inspection (48")	Quantity: <u>300</u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$7.50"/>	Total: <input type="text" value="\$2,250.00"/>
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
51	Closed Circuit TV Inspection (54")	Quantity: <u>300</u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$8.00"/>	Total: <input type="text" value="\$2,400.00"/>
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
52	Closed Circuit TV Inspection (60")	Quantity: <u>330</u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$8.75"/>	Total: <input type="text" value="\$2,887.50"/>
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
53	Closed Circuit TV Inspection (66")	Quantity: <u>300</u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$9.00"/>	Total: <input type="text" value="\$2,700.00"/>
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
54	Closed Circuit TV Inspection (72")	Quantity: <u>1500</u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$11.25"/>	Total: <input type="text" value="\$16,875.00"/>
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
55	Closed Circuit TV Inspection (84")	Quantity: <u>300</u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$13.50"/>	Total: <input type="text" value="\$4,050.00"/>
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
56	Closed Circuit TV Inspection (96")	Quantity: <u>300</u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$17.50"/>	Total: <input type="text" value="\$5,250.00"/>
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
57	Review Existing Inspection Video	Quantity: <u>6410</u> UOM: <u>LF</u>	Unit Cost: <input type="text" value="\$2.25"/>	Total: <input type="text" value="\$14,422.50"/>
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				

58	<p>Specification Development</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Cost: <input type="text" value="\$1.00"/> Total: <input type="text" value="\$1.00"/></p> <p>Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.</p>
59	<p>Barnacle Removal</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Cost: <input type="text" value="\$22.00"/> Total: <input type="text" value="\$22.00"/></p> <p>Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.</p>
60	<p>Inspect Drainage Structure</p> <p>Quantity: <u> 20 </u> UOM: <u> EA </u> Unit Cost: <input type="text" value="\$175.00"/> Total: <input type="text" value="\$3,500.00"/></p> <p>Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.</p>
61	<p>Dewatering Pipe System (12"-inch plug)</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Cost: <input type="text" value="\$325.00"/> Total: <input type="text" value="\$325.00"/></p> <p>Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.</p>
62	<p>Dewatering Pipe System (15"-inch plug)</p> <p>Quantity: <u> 10 </u> UOM: <u> EA </u> Unit Cost: <input type="text" value="\$325.00"/> Total: <input type="text" value="\$3,250.00"/></p> <p>Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.</p>
63	<p>Dewatering Pipe System (18"-inch plug)</p> <p>Quantity: <u> 5 </u> UOM: <u> EA </u> Unit Cost: <input type="text" value="\$325.00"/> Total: <input type="text" value="\$1,625.00"/></p> <p>Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.</p>
64	<p>Dewatering Pipe System (24"-inch plug)</p> <p>Quantity: <u> 10 </u> UOM: <u> EA </u> Unit Cost: <input type="text" value="\$575.00"/> Total: <input type="text" value="\$5,750.00"/></p> <p>Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.</p>
65	<p>Dewatering Pipe System (30"-inch plug)</p> <p>Quantity: <u> 5 </u> UOM: <u> EA </u> Unit Cost: <input type="text" value="\$575.00"/> Total: <input type="text" value="\$2,875.00"/></p> <p>Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.</p>
66	<p>Dewatering Pipe System (36"-inch plug)</p> <p>Quantity: <u> 5 </u> UOM: <u> EA </u> Unit Cost: <input type="text" value="\$750.00"/> Total: <input type="text" value="\$3,750.00"/></p> <p>Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.</p>
67	<p>Dewatering Pipe System (42"-inch plug)</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Cost: <input type="text" value="\$925.00"/> Total: <input type="text" value="\$925.00"/></p> <p>Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.</p>

68	Dewatering Pipe System (48"-inch plug)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Cost: <input type="text" value="\$925.00"/>	Total: <input type="text" value="\$925.00"/>
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
69	Dewatering Pipe System (54"-inch plug)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Cost: <input type="text" value="\$1,200.00"/>	Total: <input type="text" value="\$1,200.00"/>
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
70	Dewatering Pipe System (60"-inch plug)	Quantity: <u> 5 </u> UOM: <u>EA</u>	Unit Cost: <input type="text" value="\$1,350.00"/>	Total: <input type="text" value="\$6,750.00"/>
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
71	Dewatering Pipe System (66"-inch plug)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Cost: <input type="text" value="\$2,500.00"/>	Total: <input type="text" value="\$2,500.00"/>
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
72	Dewatering Pipe System (72"-inch plug)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Cost: <input type="text" value="\$3,500.00"/>	Total: <input type="text" value="\$3,500.00"/>
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
73	Dewatering Pipe System (84"-inch plug)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Cost: <input type="text" value="\$4,250.00"/>	Total: <input type="text" value="\$4,250.00"/>
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
74	Dewatering Pipe System (96"-inch plug)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Cost: <input type="text" value="\$5,700.00"/>	Total: <input type="text" value="\$5,700.00"/>
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
75	On-Call Jet-Vac Service (7AM-4PM)	Quantity: <u> 20 </u> UOM: <u>HR</u>	Unit Cost: <input type="text" value="\$275.00"/>	Total: <input type="text" value="\$5,500.00"/>
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
76	On-Call Jet-Vac Service (Nights)	Quantity: <u> 10 </u> UOM: <u>HR</u>	Unit Cost: <input type="text" value="\$350.00"/>	Total: <input type="text" value="\$3,500.00"/>
Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				

7 7	<p>On-Call Jet-Vac Service (Weekends)</p> <p>Quantity: <u> 4 </u> UOM: <u> HR </u> Unit Cost: <input type="text" value="\$350.00"/> Total: <input type="text" value="\$1,400.00"/></p> <p>Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.</p>
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7 8	<p>On-Call Jet-Vac Service (Holidays)</p> <p>Quantity: <u> 1 </u> UOM: <u> HR </u> Unit Cost: <input type="text" value="\$400.00"/> Total: <input type="text" value="\$400.00"/></p> <p>Item Notes: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.</p>
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Response Total: \$213,268.00



Supplier Award

E-01-24

**Inspection and Cleaning of Storm Water
Systems and Utilities Jet-Vac On-Call Service**

Award Date: 2/5/24

envirowaste services group, inc

Contact Information

Contact: Jeff English

Address: Purchasing

1190 NE 3rd Avenue

Building C

Pompano Beach, FL 33060

Phone: (954) 786-4098

Fax: (954) 786-4168

Email: purchasing@copbfl.com

envirowaste services group, inc

Contact: David Orr
 Address: 18001 old cutler road
 Suite 643
 Miami, FL 33157
 Phone: (877) 637-9665
 Fax: (877) 637-9659
 Email: davidorr@ewsg.com

Award Lines

1	Desilt Pipe (12") (<20% Silt)	Quantity: <u>100</u> UOM: <u>LF</u>	Unit price: <input type="text" value="\$3.50"/>	Total: <input type="text" value="\$350.00"/>
Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
2	Desilt Pipe (15") (<20% Silt)	Quantity: <u>100</u> UOM: <u>LF</u>	Unit price: <input type="text" value="\$4.00"/>	Total: <input type="text" value="\$400.00"/>
Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
3	Desilt Pipe (18") (<20% Silt)	Quantity: <u>100</u> UOM: <u>LF</u>	Unit price: <input type="text" value="\$5.00"/>	Total: <input type="text" value="\$500.00"/>
Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
4	Desilt Pipe (24") (<20% Silt)	Quantity: <u>210</u> UOM: <u>LF</u>	Unit price: <input type="text" value="\$6.00"/>	Total: <input type="text" value="\$1,260.00"/>
Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
5	Desilt Pipe (30") (<20% Silt)	Quantity: <u>100</u> UOM: <u>LF</u>	Unit price: <input type="text" value="\$6.75"/>	Total: <input type="text" value="\$675.00"/>
Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
6	Desilt Pipe (36") (<20% Silt)	Quantity: <u>100</u> UOM: <u>LF</u>	Unit price: <input type="text" value="\$8.00"/>	Total: <input type="text" value="\$800.00"/>
Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				
7	Desilt Pipe (42") (<20% Silt)			

Quantity: 100 UOM: LF Unit price: \$9.25 Total: \$925.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

8 Desilt Pipe (48") (<20% Silt)

Quantity: 100 UOM: LF Unit price: \$10.50 Total: \$1,050.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

9 Desilt Pipe (54") (<20% Silt)

Quantity: 100 UOM: LF Unit price: \$11.50 Total: \$1,150.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

10 Desilt Pipe (60") (<20% Silt)

Quantity: 100 UOM: LF Unit price: \$13.00 Total: \$1,300.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

11 Desilt Pipe (66") (<20% Silt)

Quantity: 100 UOM: LF Unit price: \$15.00 Total: \$1,500.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

12 Desilt Pipe (72") (<20% Silt)

Quantity: 100 UOM: LF Unit price: \$16.60 Total: \$1,660.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

13 Desilt Pipe (84") (<20% Silt)

Quantity: 100 UOM: LF Unit price: \$18.00 Total: \$1,800.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

14 Desilt Pipe (96") (<20% Silt)

Quantity: 100 UOM: LF Unit price: \$20.50 Total: \$2,050.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

15 Desilt Pipe (12") (20%-50% Silt)

Quantity: 100 UOM: LF Unit price: \$5.50 Total: \$550.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

16	Desilt Pipe (15") (20%-50% Silt)		
	Quantity: <u>100</u>	UOM: <u>LF</u>	Unit price: <input type="text" value="\$6.00"/> Total: <input type="text" value="\$600.00"/>
	Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		

17	Desilt Pipe (18") (20%-50% Silt)		
	Quantity: <u>100</u>	UOM: <u>LF</u>	Unit price: <input type="text" value="\$6.50"/> Total: <input type="text" value="\$650.00"/>
	Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		

18	Desilt Pipe (24") (20%-50% Silt)		
	Quantity: <u>100</u>	UOM: <u>LF</u>	Unit price: <input type="text" value="\$7.25"/> Total: <input type="text" value="\$725.00"/>
	Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		

19	Desilt Pipe (30") (20%-50% Silt)		
	Quantity: <u>100</u>	UOM: <u>LF</u>	Unit price: <input type="text" value="\$8.00"/> Total: <input type="text" value="\$800.00"/>
	Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		

20	Desilt Pipe (36") (20%-50% Silt)		
	Quantity: <u>300</u>	UOM: <u>LF</u>	Unit price: <input type="text" value="\$9.50"/> Total: <input type="text" value="\$2,850.00"/>
	Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		

21	Desilt Pipe (42") (20%-50% Silt)		
	Quantity: <u>100</u>	UOM: <u>LF</u>	Unit price: <input type="text" value="\$11.00"/> Total: <input type="text" value="\$1,100.00"/>
	Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		

22	Desilt Pipe (48") (20%-50% Silt)		
	Quantity: <u>100</u>	UOM: <u>LF</u>	Unit price: <input type="text" value="\$12.00"/> Total: <input type="text" value="\$1,200.00"/>
	Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		

23	Desilt Pipe (54") (20%-50% Silt)		
	Quantity: <u>100</u>	UOM: <u>LF</u>	Unit price: <input type="text" value="\$13.00"/> Total: <input type="text" value="\$1,300.00"/>
	Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		

24	Desilt Pipe (60") (20%-50% Silt)		
	Quantity: <u> </u>	UOM: <u> </u>	Unit price: <input type="text" value=" "/> Total: <input type="text" value=" "/>
	Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.		

Quantity: 100 UOM: LF Unit price: \$15.00 Total: \$1,500.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

25 Desilt Pipe (66") (20%-50% Silt)

Quantity: 100 UOM: LF Unit price: \$16.75 Total: \$1,675.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

26 Desilt Pipe (72") (20%-50% Silt)

Quantity: 100 UOM: LF Unit price: \$18.00 Total: \$1,800.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

27 Desilt Pipe (84") (20%-50% Silt)

Quantity: 100 UOM: LF Unit price: \$19.50 Total: \$1,950.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

28 Desilt Pipe (96") (20%-50% Silt)

Quantity: 100 UOM: LF Unit price: \$22.50 Total: \$2,250.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

29 Desilt Pipe (12") (>50% Silt)

Quantity: 100 UOM: LF Unit price: \$8.00 Total: \$800.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

30 Desilt Pipe (15") (>50% Silt)

Quantity: 120 UOM: LF Unit price: \$9.00 Total: \$1,080.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

31 Desilt Pipe (18") (>50% Silt)

Quantity: 720 UOM: LF Unit price: \$9.75 Total: \$7,020.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

32 Desilt Pipe (24") (>50% Silt)

Quantity: 280 UOM: LF Unit price: \$10.50 Total: \$2,940.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

33	Desilt Pipe (30") (>50% Silt)	Quantity: <u>180</u> UOM: <u>LF</u>	Unit price: <input type="text" value="\$11.50"/>	Total: <input type="text" value="\$2,070.00"/>
Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				

34	Desilt Pipe (36") (>50% Silt)	Quantity: <u>170</u> UOM: <u>LF</u>	Unit price: <input type="text" value="\$12.75"/>	Total: <input type="text" value="\$2,167.50"/>
Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				

35	Desilt Pipe (42") (>50% Silt)	Quantity: <u>100</u> UOM: <u>LF</u>	Unit price: <input type="text" value="\$13.50"/>	Total: <input type="text" value="\$1,350.00"/>
Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				

36	Desilt Pipe (48") (>50% Silt)	Quantity: <u>100</u> UOM: <u>LF</u>	Unit price: <input type="text" value="\$15.00"/>	Total: <input type="text" value="\$1,500.00"/>
Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				

37	Desilt Pipe (54") (>50% Silt)	Quantity: <u>100</u> UOM: <u>LF</u>	Unit price: <input type="text" value="\$16.25"/>	Total: <input type="text" value="\$1,625.00"/>
Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				

38	Desilt Pipe (60") (>50% Silt)	Quantity: <u>130</u> UOM: <u>LF</u>	Unit price: <input type="text" value="\$17.50"/>	Total: <input type="text" value="\$2,275.00"/>
Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				

39	Desilt Pipe (66") (>50% Silt)	Quantity: <u>100</u> UOM: <u>LF</u>	Unit price: <input type="text" value="\$18.75"/>	Total: <input type="text" value="\$1,875.00"/>
Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				

40	Desilt Pipe (72") (>50% Silt)	Quantity: <u>1,300</u> UOM: <u>LF</u>	Unit price: <input type="text" value="\$20.00"/>	Total: <input type="text" value="\$26,000.00"/>
Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				

41	Desilt Pipe (84") (>50% Silt)			
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Quantity: 100 UOM: LF Unit price: Total:

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

42 Desilt Pipe (96") (>50% Silt)

Quantity: 100 UOM: LF Unit price: Total:

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

43 Closed Circuit TV Inspection (12")

Quantity: 300 UOM: LF Unit price: Total:

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

44 Closed Circuit TV Inspection (15")

Quantity: 920 UOM: LF Unit price: Total:

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

45 Closed Circuit TV Inspection (18")

Quantity: 120 UOM: LF Unit price: Total:

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

46 Closed Circuit TV Inspection (24")

Quantity: 590 UOM: LF Unit price: Total:

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

47 Closed Circuit TV Inspection (30")

Quantity: 380 UOM: LF Unit price: Total:

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

48 Closed Circuit TV Inspection (36")

Quantity: 470 UOM: LF Unit price: Total:

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

49 Closed Circuit TV Inspection (42")

Quantity: 300 UOM: LF Unit price: Total:

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

50 Closed Circuit TV Inspection (48")Quantity: 300 UOM: LF Unit price: Total:

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

51 Closed Circuit TV Inspection (54")Quantity: 300 UOM: LF Unit price: Total:

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

52 Closed Circuit TV Inspection (60")Quantity: 330 UOM: LF Unit price: Total:

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

53 Closed Circuit TV Inspection (66")Quantity: 300 UOM: LF Unit price: Total:

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

54 Closed Circuit TV Inspection (72")Quantity: 1,500 UOM: LF Unit price: Total:

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

55 Closed Circuit TV Inspection (84")Quantity: 300 UOM: LF Unit price: Total:

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

56 Closed Circuit TV Inspection (96")Quantity: 300 UOM: LF Unit price: Total:

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

57 Review Existing Inspection VideoQuantity: 6,410 UOM: LF Unit price: Total:

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

58 Specification Development

Quantity: 1 UOM: EA Unit price: \$1.00 Total: \$1.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

59 Barnacle Removal

Quantity: 1 UOM: EA Unit price: \$22.00 Total: \$22.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

60 Inspect Drainage Structure

Quantity: 20 UOM: EA Unit price: \$175.00 Total: \$3,500.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

61 Dewatering Pipe System (12"-inch plug)

Quantity: 1 UOM: EA Unit price: \$325.00 Total: \$325.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

62 Dewatering Pipe System (15"-inch plug)

Quantity: 10 UOM: EA Unit price: \$325.00 Total: \$3,250.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

63 Dewatering Pipe System (18"-inch plug)

Quantity: 5 UOM: EA Unit price: \$325.00 Total: \$1,625.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

64 Dewatering Pipe System (24"-inch plug)

Quantity: 10 UOM: EA Unit price: \$575.00 Total: \$5,750.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

65 Dewatering Pipe System (30"-inch plug)

Quantity: 5 UOM: EA Unit price: \$575.00 Total: \$2,875.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

66 Dewatering Pipe System (36"-inch plug)

Quantity: 5 UOM: EA Unit price: \$750.00 Total: \$3,750.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

67	Dewatering Pipe System (42"-inch plug)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$925.00"/>	Total: <input type="text" value="\$925.00"/>
Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				

68	Dewatering Pipe System (48"-inch plug)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$925.00"/>	Total: <input type="text" value="\$925.00"/>
Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				

69	Dewatering Pipe System (54"-inch plug)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$1,200.00"/>	Total: <input type="text" value="\$1,200.00"/>
Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				

70	Dewatering Pipe System (60"-inch plug)	Quantity: <u> 5 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$1,350.00"/>	Total: <input type="text" value="\$6,750.00"/>
Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				

71	Dewatering Pipe System (66"-inch plug)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$2,500.00"/>	Total: <input type="text" value="\$2,500.00"/>
Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				

72	Dewatering Pipe System (72"-inch plug)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$3,500.00"/>	Total: <input type="text" value="\$3,500.00"/>
Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				

73	Dewatering Pipe System (84"-inch plug)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$4,250.00"/>	Total: <input type="text" value="\$4,250.00"/>
Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				

74	Dewatering Pipe System (96"-inch plug)	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit price: <input type="text" value="\$5,700.00"/>	Total: <input type="text" value="\$5,700.00"/>
Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.				

75	On-Call Jet-Vac Service (7AM-4PM)			
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Quantity: 20 UOM: HR Unit price: \$275.00 Total: \$5,500.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

76 On-Call Jet-Vac Service (Nights)

Quantity: 10 UOM: HR Unit price: \$350.00 Total: \$3,500.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

77 On-Call Jet-Vac Service (Weekends)

Quantity: 4 UOM: HR Unit price: \$350.00 Total: \$1,400.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

78 On-Call Jet-Vac Service (Holidays)

Quantity: 1 UOM: HR Unit price: \$400.00 Total: \$400.00

Item Note: Quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this agreement.

Award Total: \$213,268.00

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP E-01-24, INSPECTION AND CLEANING OF STORM SEWER WATER SYSTEMS AND UTILITIES JET-VAC ON-CALL SERVICES
 (number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) John Rinehart Title Estimator

Company (Legal Registered) EnviroWaste Services Group, Inc.

Federal Tax Identification Number 65-0829090

Address 18001 Old Cutler Road, Suite 643

City/State/Zip Palmetto Bay, FL 33157

Telephone No. 877-637-9665 Fax No. 877-637-9659

Email Address INFO@EWSG.com



December 13, 2023

City of Pompano Beach
100 W Atlantic Boulevard
Pompano Beach, FL 33060

**RE: City of Pompano Beach - Request for Proposals No. E-01-24
INSPECTION AND CLEANING OF STORM SEWER WATER SYSTEMS AND
UTILITIES JET-VAC ON-CALL SERVICES
Due: December 13, 2023 / 2:00 p.m.**

- **Company Name:** Envirowaste Services Group, Inc.
Address: 18001 Old Cutler Rd, Suite 643, Palmetto Bay, FL 33157
Telephone: 877-637-9665
Website Address: www.ewsg.com

- **Name of contact person with Binding Authority:**
Name: David L. Orr
Title: SVP and Corporate Secretary
Address: 18001 Old Cutler Rd, Suite 643,
Palmetto Bay, FL 33157
Cell #: 877-637-9665
Email Address: davidorr@ewsg.com or info@ewsg.com

- **Name of Single Point of Contact for Construction:**
Name: Mike Garcia
Title: Operations Manager
Cell #: 413-281-5341
Email Address: mgarcia@ewsg.com

EnviroWaste Services Group, Inc.

18001 Old Cutler Road, Suite 643
Palmetto Bay, FL 33157
877-637-9665

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- Proximity of the nearest office Page 7
- Resources and Methodology Page 8-10
- Costs. Page 11
- Financial Statements . . . uploaded in a separate file.

City forms:

- Proposer Information Page Form: Page 12

Certificate of Insurance: Attachment A

W-9 Attachment B

Resume's:

- Mike Garcia: Attachment C
- John Rinehart: Attachment D

References: Attachment E

Letter of Transmittal

Proposers understanding of the project:

The scope of services required are our core business. Our company began by cleaning and assessing storm water systems and that is still our core service today. We have experience with the requested services dating back to 1989, for clients here in southeast Florida. Our experience is

START SOONER	WORK SMARTER	FINISH STRONGER
You haven't got time to wait, so we've got enough people and equipment on hand to make sure you don't have to.	By taking a "think-first" approach to everything we do, we find ways to reduce costs, speed completion, avoid pitfalls and deliver results that others aren't seeing.	The job's not done until all of its done. We never leave a job unfinished.

is demonstrated by our provided references which show on-going contracts with customers in the Pompano Beach vicinity and statewide, we are a local operation located in the Town of Davie. With our proximity to Pompano Beach, this will allow us to easily respond to the On-call jet-vac service 24/7 requirements. We have four vac-trucks and two CCTC units located at the Davie office with access to nine other vac-trucks that can respond within a 2-hour window.

EWSG is committed to providing an excellent end product for our clients. To that end, EWSG has adopted a program based on the guidelines of the National Association of Sewer Service Companies. These guidelines cover three phases of a project: Project Planning, Project Deployment, and Project Delivery. Our communication to and from the City of Pompano Beach starts with the end deliverables clearly outlined and will continue throughout the project to ensure the city receives the expected results from the project.

PROJECT PLANNING:

Project planning should begin immediately upon contract ratification.

- Obtain or create a list of pipelines designated for inspection in an Excel sheet. The list should include US and DS structure numbers, Pipe Segment Reference (PSR) Number (if available), size, material type, length, map page, and other pertinent information that the city may require.
- Obtain site maps from the city to assist our crews with locating the pipe. Communication back to the city is more meaningful if accompanied by a site map and notes.
- Obtain an understanding of the expected deliverables that will accompany the written bound report of findings for example: software type for videos, frequency of submittals, format type for videos, all video and reports will be PACP compliant.
- Note any special requirement inspections that have been problematic in the past.
- Using the schedule of values, provide a cost estimate, noting any items that are not quoted for the work requirement and notify the city of any cost items not covered in the estimate.
- City hydrant usage requirements will be followed.
- Proper debris disposal procedures by contractor.
- Ensure that safety procedures are followed during all work activities.

PROJECT DEPLOYMENT:

After the project planning phase, and a start date is set, the crew will mobilize to the site and begin inspection operations. The following guidelines should be followed:

- Prior to any field work beginning
 - Obtain authorization from the city to proceed with the scheduled work.
 - Daily / Weekly schedules provided, for work sites.
 - Notify the city and homeowners of any access requirements or issues.
 - Communicate to the city any of the approved MOT drawings.
- Enter correct Upstream and Downstream MH ID's and Pipe Segment Reference. Alternatively, you can repopulate the header information by importing the GIS pipeline data obtained from the client into the PACP software, this will help with data entry issues.
- Ensure the camera displays clearly the entire barrel of the pipe and is in focus with no debris on the lens that will result in an unacceptable video. Follow PACP inspection procedures.
- Our field log will be updated as the work progresses, and all completed inspections recorded in the log. It is our practice to expand the project spreadsheet provided by the client (or created) with additional columns for information that can be added in the field or during the QA/QC video review. Examples of added fields: Inspection Completion Date, Actual Diameter, Actual Material, Inspected Length, and a Comments section to note any general observations or concerns that you would like the client to know immediately. Accurate field records at this point will help the final QA/QC process before delivery.

PROJECT DELIVERY:

Accurate and complete data delivery is as important to EWSG as it is to the City of Pompano Beach. We pride ourselves on data accuracy contained in the various reports. All data and input is rigorously checked for accuracy before submittal to the Owner.

- Deliver a signed written report presenting findings and a comprehensive rehabilitation summary to include: (provided in city approved format)
 - Hard copy report.
 - Electronic report (.pdf)
 - Video inspection.
 - Results and recommendations spreadsheet.
 - Cost estimate for discovered repair needs.
- The submitted bound reports will include a comprehensive rehabilitation summary denoting any required repair work observed with a cost to repair the defects.
- Prepare a Final Discrepancy Report for the client which describes any field conditions that differ from mapped conditions, using the Field Log Spreadsheet as a guide.

Authorized to make representations for the company:

- **David L Orr** SVP 786-438-6811 davidorr@ewsg.com
- **Mike Garcia** Operations 605-796-9357 mikegarcia@ewsg.com

Experience, Expertise and References:

EnviroWaste Services Group, Inc, was formed in 1998 and is one of the leading sewer, water, and stormwater inspection and rehabilitation service companies in the Southeast. With offices in NC, GA, and FL, regardless of the size, scope, or complexity of your project, our full-service offering, state-of-the-art expertise, and unparalleled service provide you peace of mind the project will be completed



efficiently and effectively. We use the most advanced industry technology and techniques in the areas of pipe cleaning, pipe bursting, slip lining, and pipeline video inspections.

EWSG has become the largest sewer cleaning/inspection/repair contractor in the Southeastern United States. With one of the largest fleets, EWSG has over 220 employees, 53 jet vacs, 25 CCTV inspection trucks, 30 vacuum pump trucks, and 8 industrial vacuum trucks to service our customers in a timely and responsive manner. We start sooner, work smarter, and finish stronger saving our clients both time and money.

With offices in Atlanta, Miami, Orlando, Tampa, Fort Lauderdale, Pineville NC and Kernersville NC, our regional presence allows for efficiently and effectively responding to our clients' requirements through allocating resources through multiple location as may be required.

EWSG cleans and inspects over 5,000,000 linear feet of storm and sanitary sewers each year and rehabilitates both stormwater and sewer systems as requested. All of our Closed Circuit Television (CCTV) inspection and cleaning operators are PACP certified by our NASSCO trainers. We also provide an in-house QA/QC department to ensure compliance with your reporting requirements – saving you time.

EWSG has sanitary and storm sewer cleaning, inspection, CIPP, point repair, manhole rehab, wastewater treatment plant cleaning, and emergency response contracts throughout Florida, Georgia, North Carolina, and South Carolina. A significant portion of the work EWSG performs is directly contracted and provided to municipalities such as Charlotte County.

What sets EWSG apart from most of our competitors is our ability to perform all infrastructure inspection and rehabilitation in house. It is not common for you to find a single provider for all your requested services which minimizes delays and – saves you time. Relying on a single service provider allows City of Pompano Beach to leverage our resources to cure emergency situations or high priority projects and alleviate unwanted outcomes during this very important project.

The primary contact for this project will be Mike Garcia. Both of their resumes are attached herein. John Rinehart is the company's lead estimator and will be providing the pricing when requested.

Their emails are as follows:

mikegarcia@ewsg.com 305-796-9357

johnrniehart@ewsg.com 407-948-2524

An example certificate of insurance has been provided as an example of EWSG's insurance coverages.

References:

Highlighted references in the Pompano Beach area:

- **Name:** **City of Ft Lauderdale**
Contact name and title: Elkin Diaz, Project Manager
Address: 100 N Andrews Ave, Ft Lauderdale, FL 33157
Phone: 954-828-8000
Email: ediaz@Ft Lauderdale.gov
Project Number: ITB 12520-813
Project name: Stormwater Infrastructure Cleaning and Maintenance
Contract Amount: \$150,000. / Year
Duration of contract: 2021 to 2025

- **Name:** **Town of Davie**
Contact name and title: Natasha Alexander, Project Manager
Address: 8800 SW 36 Street, Town of Davie, FL 33328
Phone: 954-797-1000
Email: nalexander@davie-fl.gov
Project Number: ITB-RM-20-20
Project name: Stormwater Maintenance
Contract Amount: \$300,000. / Year
Duration of contract: June 2021 to Jul 2025

- **Name:** **Bal Harbor Village**
Contact name and title: Michael Alvarez, Compliance Officer
Address: 1840 N.E. 144 St North Miami, FL
Phone: 786-566-3462
Email: Malvarez@balharbourfl.gov
Project Number: RFP No. 2018-04
Project name: Storm Sewer and Sanitary Sewer Clean and CCTV
Contract Amount: Unit price as-needed, \$200,000 / Year
Duration of contract: Jan 2019 to Dec 2024

A more extensive reference list of references and recent contracts is located at the end of this document (Attachment E).



18001 Old Cutler Road, Suite 643
Palmetto Bay, FL 33157

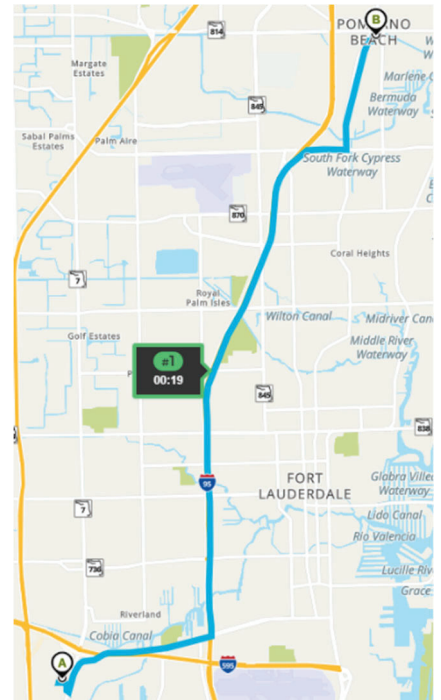
Additional References Recent Contracts

No.	Company Name	Complete or On-Going	Duration	Project Name	Description of the work	Address	Contact Person	Position	Phone	Contracted Amount	As Prime Contractor	As Sub-Contractor	Contract No.
1	Cutler Bay, Town of	Complete	December 2014 to September 2024	Stormwater Maint	Town-Wide Catch Basin Maintenance Program	10720 Caribbean Blvd Miami, FL 33189	Alfredo Quintero	P.W. Director	305-878-8601	\$300k	\$300,000	\$0	Piggyback
2	City of Miami	On-Going	July 2018 to November 2024	City Wide Storm Sewer Cleaning Services	Storm Sewer Clean and CCTV	444 SW 2 Ave Miami, FL 33130	Elyrosa Estevez	Project Manager	305-416-1295	\$1.2 M	\$1,200,000	\$0	IFB 827381
3	City of Miami Beach	On-Going	January 2022 to January 2027	Manhole, Structures, and Cure-In-Place Rehabilitation and Inspection Services	Gravty Main and Lateral Inspection as per city request for Basin 15A, 1C, 19 and 28C.	1700 Convention Center Drive Miami Beach, FL 33139	Patricia L. Rendon, PE	Project Manager	786-547-2311	\$1 M	\$1,000,000	\$0	Contract No. 20-191-03
4	City of Doral	On-Going	March 2016 to September 2023	Catch Basin Maintenance Program	Catch Basin Maintenance	8401 NW 53 Terr Doral, FL 33166	Carlos Arroyo	P.W. Director	786 367 5083	\$600k	\$600,000	\$0	RFP #2013-32
5	Broward County Utilities	On-Going	September 2021 to September 2026	Gravity Sewer Maint Repairs MA	CCTV, Grout Repairs, SS Cleaning, Pipe Lining	2555 W. Copans Road, Pompano Beach, FL 33069	Nestor Berrios	Project Manager	954-831-0728	1.3M	\$1,300,000	\$0	OPN2118843B1
6	Village of Palmetto Bay	On-Going	March 2021 to March 2024	Catch Basin Maintenance Program, piggybacked from City of Doral	Catch Basin Maintenance	9495 SW 180 St Palmetto Bay, FL 33157	Dionisio Torres	P.W. Director	305 969 5086	\$150K	\$150,000	\$0	ITB# 2013-32
7	Bal Harbor Village	On-Going	January 2019 to December 2024	Utility System Vacuum Truck Cleaning and Video Inspection Services	Storm Sewer and Sanitary Sewer Clean and CCTV	1840 N.E. 144 St North Miami, FL	Michael Alvarez	Compliance Officer	786-566-3462	Unit price as-needed	\$125,000	\$0	RFP No. 2018-04
8	Ft Lauderdale, City of	On-Going	2021 to 2025	Stormwater Infrastructure Cleaning and Maintenance Services		100 N Andrews Ave, Ft Lauderdale, FL 33157	Elkin Diaz	Project Manager	954-828-8000	\$150K	\$150,000	\$0	ITB 12520-813
9	Lauderhill, City of	On-Going	Oct 2022 to Sept 2027	Pumping Services (Scheduled/Unscheduled)	Pumping Services	5581 W Oakland Park Blvd, Oakland Park, FL 33313	Yolanda Williams	Project Manager	954-739-0100	Unit price as-needed	\$125,000	\$0	RFP 2021-005
10	Sunrise, City of	On-Going	Oct 2022 to Sept 2023	Vacuum Truck Services	Vacuum Truck Services	10770 W Oakland Park Blvd, Oakland Park, FL	Tim Koabel	Project Manager	954-888-6088	\$100K	\$100,000	\$0	20-24-03-VH
11	Sunrise, City of	On-Going	Nov 2021 to Nov 2027	Sewer Rehabilitation/Maintenance and Infiltration/Inflow Reduction Program	Group A Point Repairs, Group B Manhole Replacement and Coating	10770 W Oakland Park Blvd, Oakland Park, FL	Tim Koabel	Project Manager	954-888-6088	\$675,000	\$675,000	\$0	21-12-01-MS
12	Davie, Town of	On-Going	June 2021 to Jul 2025	Stormwater Maintenance	Stormwater Maintenance	8800 SW 36 Street, Town of Davie, FL 33328	Natasha Alexander		954-797-1000	\$300K	\$300,000	\$0	ITB-RM-20-20
13	Broward County Utilities	On-Going	2021 to 2026	Cleaning, Televising, Grouting and Video Capture Services	Cleaning, Televising, Grouting and Video Capture	2555 W. Copans Road, Pompano Beach, FL 33069	Nestor Berrios	Project Manager	954-831-0728	\$1.3M	\$1,300,000	\$0	OPN2121531B1
14	Orange County	On-Going	Oct 2022 to Oct 2024	STORMWATER PIPE VIDEO INSPECTION, CLEANING, SEALING AND RELATED SERVICES	STORMWATER PIPE VIDEO INSPECTION, CLEANING, SEALING AND RELATED SERVICES	8100 Presidents Drive, Orlando, FL 32809	Michael Baker	Supervisor	407-836-6822	\$2,496,522	\$2,496,522	\$0	Y22-1055-CR
15	City of Boca Raton	On-Going	Dec 2022 to on-going	Sanitary and Storm Sewer Rehabilitation		201 W Palmetto Park Road, Boca Raton, FL 33432				1.2M	\$1,200,000	\$0	71-21-005 / 2022-021
16	City of West Miami	Completed	Apr-23	Piggy Back off of	Smoke Testing	901 SW 62 Avenue, West Miami, FL 33144	Juan Pena	Director of PW	305-266-4214	40K	\$40,000	\$0	
17	Orange County	Completed	to Oct 2022	Term Contract for Stormwater Pipe Video Inspection, Cleaning, Sealing and Related Services	Cleaning and CCTV of >100,000 LF of stormwater pipe, sealed >2,000 joints, injected over 500 CY of cement based grout.	400 S John Young Parkway, Orlando, FL 32839	Michael Baker	Project Manager	407-836-7853	\$4,967,233	\$4,967,233	\$0	Y22-102B
18	Orange County	Completed	to Dec 2019	Stormwater Pipe Video Inspection, Cleaning, Sealing and Related Services	Cleaning and CCTV of >100,000 LF of stormwater pipe, sealed >2,000 joints, injected over 500 CY of cement based grout.	400 S John Young Parkway, Orlando, FL 32839	Michael Baker	Project Manager	407-836-7853	\$4,200,000	\$1,200,000	\$0	Y17-100
19	Orange County	Completed	to Oct 2016	Stormwater Pipe Video Inspection, Cleaning, Sealing and Related Services	Cleaning and CCTV of >100,000 LF of stormwater pipe, sealed >2,000 joints, injected over 500 CY of cement based grout.	400 S John Young Parkway, Orlando, FL 32839	Michael Baker	Project Manager	407-836-7853	\$3,429,000	\$3,429,000	\$0	Y13-1083
20	North Miami, City of	Feb-23	Feb 2020 to Feb 2023	City-Wide Rehabilitation of the Sanitary Sewer System (Group A&B)	Group A Point Repairs, Group B Manhole Replacement and Coating	776 NE 125 Street, North Miami, FL 33161	Agustin Fleur	Project Manager	305-895-9838 x15001	\$888,250	\$888,250	\$0	IFB No. 38-18-19
21	City of Hollywood	On-Going	Aug 2020 to Aug 2025	GRAVITY SEWER SYSTEM CONDITION ASSESSMENT AND RENEWAL AND REPLACEMENT (INFLOW/INFILTRATION- I/I) EXCAVATED POINT REPAIRS	GRAVITY SEWER SYSTEM CONDITION ASSESSMENT AND RENEWAL AND REPLACEMENT (INFLOW/INFILTRATION- I/I) EXCAVATED POINT REPAIRS	1621 N 14th Avenue, Hollywood, FL 33022-9045	Giselle Hipolito	Project Manager	954-924-2985	\$1,144,968	\$144,968	\$0	Project #20-7106
22	City of Charlotte	On-Going	Jan 2022 on-going	Cleaning and CCTV of Sewer mains	Cleaning and CCTV of Sewer mains	5100 Brookshire Boulevard, Charlotte, NC 28216	Eric Jones	CCTV Planner/Scheduler	704-572-6166	\$1,000,000	\$1,000,000	\$0	Fy-22-RYP-15
23	Metro Connect	On-Going	July 2022 on-going	Cleaning and CCTV of sewer mains	Cleaning and CCTV of sewer mains	120 Augusta Arbor Way, Greenville, SC 29605	Aaron Stephens	O&M Director	864-277-4442 x 242	\$2,500,000	\$2,500,000	\$0	2022-1435
24	Horsepower Site Services	On-Going	April 2020 on-going	Cleaning and CCTV of Storm and Sewer Mains and Laterals, Sectional Point Repairs	Cleaning and CCTV of Storm and Sewer Mains and Laterals, Sectional Point Repairs	9815 David Taylor Drive, Suite 125, Charlotte, NC 28262	Walter Barbee	General Manager	980-333-7005 x1517	\$1,500,000	\$1,500,000	\$0	---
											\$26,690,973	\$0	

Proximity of the nearest office:

EnviroWaste Services Group, Inc. Florida Offices only

- Corporate office:
 - 18001 Old Cutler Road, Suite 643
Palmetto Bay, FL 33157
Office: 877-637-9665
Fax: 877-637-9659
General Email: INFO@EWSG.com
Web Address: EWSG.COM
- Town of Davie Operations:
 - 4595 Oakes Road
Davie, FL 33314
305-481-7135 office
 - The Davie office will be responsible for the work associated with The City of Pompano Beach project. The office is 14.5 miles from the site, roughly 20 minutes to navigate.
- Miami Operations:
 - 225 SW 2nd Avenue
Homestead, FL 33030
305-481-7135 office
- Orlando Operations:
 - 1425 Taft Vineland Road
Orlando, FL 32837
407-413-5341 office
- Tampa Operations:
 - 1412 Hobbs Street
Tampa, FL 33619
813-326-8712 office



Hours of operation:

- Typically, 6:00 AM to 4:00
- Contract requirements dictate hours of some work.

Methodology

- The Davie office has four trucks vac-truck and 2 TV units ready to respond and available to perform on this project, if needed the company can provide additional trucks within a one-to-two-hour drive to accommodate additional needs, our entire fleet is 80 trucks.
- The Davie office is staffed with eleven employees to manage and perform this work. We have performed pipeline work in this area for years and are local to the Pompano Beach area, so we are familiar with the areas and site requirements.
- EWSG employees are local with the training and experience necessary to operate the equipment safely to bring the project to a successful conclusion.

Project Team:

Mike Garcia Operations 605-796-9357 mikegarcia@ewsg.com

- Mike Garcia Operations: Responsible for operations in southeast Florida.
- Mike has over 15 years of experience with underground utilities.
- Mike has been involved in emergency responses with the City of Pompano Beach in the past for sewer and storm related issues requiring vac-truck work.

Mike Rothenberg Project Manager 407-948-2524 MikeRothenberg@ewsg.com

- Mike Rothenberg is the project manager and is responsible for the day-to-day operations of the Davie office and is responsible for the project's completion and customer satisfaction.
- Mike R has over 30 years of experience in pipe rehabilitation, cleaning, grouting and CCTV in both wastewater and sewer pipes. Extensive experience with plugging, pumping and CCTV requirements of this project.

Miguel Paloma Field Supervisor 786-349-5987 miguelpaloma@ewsg.com

- Miguel has over 8 years of experience with underground utilities cleaning pipe and CCTV
- Miguel has been with the company for over 8 years.
- Extensive experience with plugging, pumping and CCTV requirements of this project.

As supervisors we are always available to respond to situations that require company services as outlined in this RFP. We have a trained field staff of 11 out of the Davie office and an additional 26 staff at the Miami office. The Miami resources are easily available if additional resources are needed on the Pompano Beach project.

Envirowaste Services Group, Inc. Equipment Resources

Category / ID	Make	Category	VIN No.	Category / ID	Make	Category	VIN No.
V100-200: Vactors & Vac-con				E500: Off-Street Equipment			
	50				77		
V126	Sterling	Vactor	2FZHATAK64AL76085	E501	ASPT - All Pro	Trailer	NOVIN0200499016
V127	Sterling	Vactor	2FZHATDC05AN67474	E502	Anderson	Trailer	4YNBN16294C022097
V132	Sterling	Vactor	2FZHATDC45AU85067	E503	Hooper	Trailer	4TOFB253551004307
V134	Sterling	Vactor	2FZHATDCX6AV69217	E504	Haulmark	Trailer	16HCB12116G081147
V136	International	Vac-con	1HTWHAAT86J253378	E505	Express	Trailer	5GLBE20225C000121
V137	International	Vactor	1HTWGAST86J293063	E506	Harben	Trailer	1U9FS13191A044778
V141	Sterling	Vactor	2FZHATDC46AW65909	E507	Haulmark	Trailer	16HGB28216G084895
V142	Sterling	Vactor	2FZHATDC06AW65910	E508	Hooper	Trailer	4TOFB182361000741
V143	Sterling	Vactor	2FZHATDC76AW65421	E509	Eager Beaver	Trailer	112HAN3087L073430
V145	Sterling	Vactor	2FZHAZDE87AW65434	E510	Lark	Trailer	5RTBE2029AD018819
V146	Sterling	Vactor	2FZHAZDE07AW65766	E511	Eager Beaver	Trailer	112H5V326YL054432
V147	Sterling	Vactor	2FZHAZDE27AW65767	E512	SGAC	Trailer	54GVC16T5F7015001
V149	Sterling	Vactor	2FZHAZDE56AW65714	E513		Arrow Board	5F11S101381000561
V150	Sterling	Vactor	2FZHATDC87AX52875	E514		Arrow Board	511S101581000559
V151	Sterling	Vactor	2FZHATDC87AX52874	E515	Anvil Trailer	Trailer	7FYBE1211JD004093
V152	Sterling	Vactor	2FZHATDC07AX52658	E516	Eagle Cargo	Trailer	7FWBE1216J1002673
V153	International	Vactor	1HTWGAST7J564811	E517	Wanco	Arrow Board	5F11S1013J1000615
V154	International	Vactor Mini	1HTMMAAL89H145468	E518	Wanco	Arrow Board	5F11S1016J1000592
V156	International	Vactor Mini	1HTMMAALX9H145469	E519	Wanco	Arrow Board	5F11S101X21000225
V165	Sterling	Vac-Con	2FZNRJBB7XAA81132	E520	John Deere		
V167	Sterling	Vactor	2FZHAWDA96AV69273	E521	Easement Mach.		
V168	Sterling	Vac-Con	2FZHATAK72AJ59075	E522	Kawasaki		JK1AFDD108B501431
V169	Freightliner	Vactor	1FVHG3DV6CDBK4218	E523	Ver-Mac / Arrow Board		259U52111A51132514
V170	International	Vactor	1HTWYSBT07J399389	E524	John Deere	Gator	
V171	International	Vactor	1HTWYSBT97J399388	E525	Easement Machine		
V172	International	Vactor	1HTWYSBT97J399391	E526	SULL		2.00604E+11
V174	International	Vactor	1HTWYSBT67J396643	E527	WACK		5892700
G175	Sterling	Guzzler	2FZHAZDE85AN80316	E528	Aiman		846B10310
V176	Sterling	Vac-Con	2FZAATAK72AK14027	E529	Royal	RST Camera Trailer	5LABE14276M012813
V178	Peterbilt	Vac-Con	2NP3L10X9FM266712	E530	Soga	Trailer	54GVC20T8E7013238
V179	Peterbilt	Vac-Con	2N93L10X5HM444912	E531	Kauf	Trailer	5VGF020209L000105
V180	Peterbilt	Vac-Con	2NP3L10X7HM444913	E532	Qual	Trailer	5W0FB10188L000800
V181	Peterbilt	Vac-Con	2NP3L10X3JM474786	E533	Free	Trailer	5WKBE2228J1055578
V182	International	Vactor	1HTWNAZTXB3J34244	E534	Roac	Trailer	46UFU162351098737
V183	Freightliner	Vac-Con	1FVHC3BS4CHB4249	E535	King	Trailer	1TKU01629BM033678
V184	International	Vac-Con	1HTWPAZT9CJ601630	E536	Northern	Water Pressure Trailer	67741011
V185	Freightliner	Vac-Con	1FVHG3CY3FHGC7368	E537	Kaufman	Trailer	5VGF1826GL002149
G186	Sterling	Guzzler	2FZHAZDE18AY47414	E538	Kaufman	Trailer	5VGF1826HL003075
V188	International	Vactor	1HTWGAZT17J399503	E539	Kaufman	Trailer	5VGF1828HL003076
V189	International	Vac-con	1HTWHAAT37J422496	E540	Kaufman	Trailer	5VGF1826GL003074
G190	Kenworth	Combo	1NKZL40X9GJ111684	E541	GPI	Trailer	1G9UB1825KM080484
G191	Peterbilt	Supersucker	1NPCL70X4HD447051	E542	GPI	Trailer	1G9DB1823LM080887
G192	Sterling	Supersucker	2FZKXSYB8XAB17355	E543	ASPT - All Pro	Triple Crown Trailer 6x16 Utility	1XNU816BSB1035460
G193	Sterling	Supersucker	2FZHAZAS42AK19123	E544	Anderson	Anderson Trailer EQ7186T	4YNBN18256C041178
G194	Sterling	Supersucker	2FZHAZDE66AV51172	E545	COVE	Trailer	53FBE1627LF056348
TBD	Western Star	Front part of Vac-Truck	5KKHAVFXLLLG7954	E546	Hurco	Power Smoker	
TBD	Sterling	Vac-Con	2FZHAZAS03AK67462	E547	Ridgid	SR-20 / SN 213-36332	
TBD	Sterling	Vac-Con	2FZHAZDE96AKU28594	E548		Arrow Board	1T2ZYR9ZC3EDP
TBD	Western Star	Vac-Con	5KKHAVDV0K1KW1096	E549	GPI	Trailer	1G9UB1827LM080925
TBD	Western Star	Vac-Con	5KKHAVDV6GPHS6385	TBD		Easement Machine	
C300: Camera Units				TBD			
	26						
C303	Ford	Aries	1FDXE47F3WHB98130	TBD		Easement Machine	
C305	International	Aries	1HTMMAAM76H239572	TBD		Pipe Trailer	NCX634157
C306	Ford	Aries	1FDXE45P38DA38836	TBD		Trailer	40LAB2829JP003661
C308	Ford	Aries	1FDWE45P68DB04081	TBD		Fuel Trailer	Made by KRG no VIN
C309	Ford	Aries	1FDAF56R58ED86978	TBD		trailer	1B9DP2825L1118050
C310	Ford	Aries	3FRWF65C68V668017	TBD		trailer	4MNDPZ529S0015400
C319	Ford	Aries	1FDXE47F4WHA70592	TBD		Trailer	10HHS16361000004
C321	Ford	Cues	1FDXE4FS7CDA05110	TBD		Home Trailer	NCX1105051
C322	Ford	Cues	1FDXE4FS0EDB00790	TBD		Trailer	10HHTD1A261000051
C323	Ford	Envirosight	1FDXE4FS7GDC45828	TBD		Right of Way Trailer	5HABH12244N038396

C324	Ford	Envirosight	1FTYE1CM7GKB39260	TBD		Trailer	5HABH16296N057197
C325	Ford	Envirosight	1FTNE2CM8FKA90240	TBD		Home Trailer	NCX1132634
C326	Ford	Envirosight	1FTYR2CM8HKA44427	TBD		Trailer	1MPU0398C495378
C327	Ford	RST Camera Truck	1FDXE4S87DA05561	TBD		Trailer with Compressor	NCX11446006
C328	Ford	RST Camera Truck	1FDUF4GT1HED81178	TBD		Roller Trailer	NCX1144993
C329	Ford	RST Camera Truck	1FDXE4FS8CDA62643	TBD		Trailer	1M9LL4634CC495544
C330	Chevy	Cues / Video / Seal	1GBE4V1E65F511836	TBD		Trailer	5VTBU12236RBB1245
C331	Ford	Cues / Video / Seal / Lase	1FDAF56P96ED08862	TBD		Trailer	5WKBE1216C1013673
C332	Nissan	Aries	1N6BF0LY6CN102609	TBD		Patch Trailer	5WKBE2028C1015393
C333	Chevy	Cues / Cutter	1GBE5V1275F528700	TBD		Trailer	1A9UB12247L429042
C334	Ford	Cues / Groute / Ranger	3FRNF6HD3FV682681	TBD		Trailer	5HABH16286N059572
C335 (Not a truck)	Ford	RST Camera Cube		TBD		Trailer	NCX1199678
TBD	Ford	Van Transit	1FTRS4XV6JKA67220	TBD		Trailer Tilt Top	1BUD18205D1007193
TBD	Ford	Van Only	1FTSS34F83HB17656	TBD		Trailer Tri-Axle	1BUD36301E1007593
TBD	Ford	Transit Van - New Not In Service Yet (CUES Equipment)	1FTYR2CM8KKB30196	TBD		Trailer	5WKBE1223F1031772
TBD	Ford	CUES Transit Van	1FDXE4FS0HDC50208	TBD		Pipe Trailer	1BUP40307G1008144
TBD		Cues / 4 wheeler		TBD		Tilt Top Trailer	1BUD24207G1008341
H400: Heavy Equipment		51		TBD		Trailer	1BUD1820771003585
						Tri-Axle Trailer	
H401	Sterling		2FZHACZV77AX37791	TBD			5VGAP3029JL003175
H402	Ford		1FDZS96TOVVA18608	TBD		OLD Arrowboard	
H403	Peterbilt		2NPNLD9X21M565786	TBD		NEW Arrowboard	
H404	Peterbilt	Dump Truck	1XPXDB9X99D771141	TBD		Arrowboard	
H405	JOHN DEERE	BACKHOE	T0310GX952694	TBD	Atlas Tapco	Air Compressor	
H406	HITACHI	Excavator	FF01MBQ235957	TBD	Sullivan Patakek	Air Compressor	
H407	Caterpillar	Excavator	03025A4AZ04954	TBD		Air Compressor	
H408	Yale	Forklift	GLCO050TGNJAE082	TBD	John Deere	Air Compressor	
H409	Bobcat	Skid Steers		TBD		Air Compressor	
H410	Caterpillar	Skid Steers		TBD	McElroy	12 inch pulled fusing machine	
H411	Caterpillar	Skid Steers		TBD		Pressure XDCR	
H412	Bobcat	Skid Steers		TBD		Fusing Machine	
H413	Bobcat	Mini Excavator		TBD		Fusing Machine	
H414	Volvo	Excavator		TBD		Fusing Machine	
H415	Takeuchi			TBD		Fusing Machine	
H416	Caterpillar	Terrain Loader	CAT0287DVHMT00261	TBD	McElroy	Fusing Machine	
H417	Caterpillar	Midi Excavator	CAT0308EJFX02203	TBD	McElroy	4 inch Pit Bull fusing machine	
H418	Caterpillar	Midi Excavator	CAT3055EAEJX00803	TBD	Genesis	Fusing Machine	
H419	Sterling		2FZAASAK11AG97445	TBD	McElroy	Fusing Machine	
H420	Sterling		49H67FBA61HH42387	TBD	McElroy	Fusing Machine	
TBD	Caterpillar	Back Hoe		TBD	McElroy	4 inch Pit Bull Fusing Machine	
TBD	Caterpillar	Back Hoe		TBD	McElroy	ta Logger/ Add on to fusing machine	
TBD	Caterpillar	Back Hoe		TBD		Fusing Machine	
TBD	John Deere	Back Hoe		TBD			
TBD	Ford	Tractor		TBD	MWM Murphy	Pump	
TBD	Freightliner	Dump Truck	1FVXJLBC3XHB87327	TBD	Godwin	4" Pump	
TBD	Mack	Dump Truck	1MZAG11C16M030992	TBD	Godwin	6" Pump	
TBD	Ford	Winch Truck	1FDYA90W3GVA49517	TBD	Kabota	RTV	
TBD	Volvo	Dump Truck	4VK99GH37N449880	TBD	Can-Am	side by side	
TBD	Western Star	Dump Truck	5KKMAVDV2GPHV4697	TBD		Tracto-Technik - Specialized Winch	
TBD	Komatsu	Loader		TBD		Power Pack - Specialized Winch	
TBD	John Deere	Loader		TBD		Rods (5 Racks)	
TBD	Roadhog	Roadhog with cold planer		TBD		R35mm Rods (2 Racks)	
TBD	Roadhog	Roadhog with cold planer		TBD	TT Technologies	Static Burst Machine	
TBD	Multiquip	Roller		TBD	TT Technologies		
TBD	Sakai	Roller		TBD		Static Puller/Tugger	
TBD	John Deere	Skid Steer		TBD		Static Puller/Tugger	
TBD	John Deere	Track Loader - Skid Steer		TBD	TT Technologies	Winch	
TBD	Bobcat	Skid Steer - Track Loader		TBD	TT Technologies	Winch	
TBD	HITACHI	Track Hoe		TBD	TT Technologies	Winch	
TBD	HITACHI	Track Hoe		TBD	TT Technologies	Track Winch	
TBD	Caterpillar	Track Hoe		TBD	SGAC	Trailer	54GVC20TXK7038136
TBD	John Deere	Track Hoe - RubberTrack & Blade		TBD	AMPAC		N/A
TBD	John Deere	Track Hoe		TBD	NPK	Hammer/Breaker - Hydraulic	N/A
TBD	John Deere	Track Hoe		TBD	NPK	HAMMER	N/A
TBD	John Deere	Track Hoe		TBD	NPK	Tamp	N/A
TBD	John Deere	Track Hoe		TBD	NPK	Tamp	N/A
TBD	HITACHI	Track Hoe		TBD	McElroy	ta Logger, add on to fusing machi	N/A
TBD	HITACHI	Track Hoe		TBD	Genesis	Fusing Machine	N/A
TBD	John Deere	Track Hoe		TBD	McElroy	4inch Pit Bull fusing machine	N/A
TBD	Bobcat	Track Hoe		TBD			N/A
L700: Lining Equipment		7		P600: Pump Trucks	19		
L701	HAUM	Trailer	4XSPB16242G037248	P601	International	Pump Truck	1HTSDAAN7SH678054
L702	Boggs	Trailer	1C9EB132121305047	P608	WSTR	Pump Truck	2WKPCDJH6TK940470
L703	HMEDE	Heat Exchange	HRT446499408010HB	P611	Peterbilt	Pump Truck	1NPSXJEX1BD127491
L704	TEST	Re-Rounded/Pipe Shifter	1001	P612	International	Pump Truck	1HTWY AHR18J573963
L705	Sterling	Boiler Truck	2FZNCMDB0YAB48011	P613	Freightliner	Pump Truck	1FUBA5CG77LZ16350
L706	Freightliner	Reefer Truck	3ALACWDT5DDFD6557	P614	Freightliner	Pump Truck	1FUBA5CG17LY00478
L707	FRHT	Boiler	2FUY3MCB4TA796641	P615	International	Pump Truck	1HSHWAHN79J122683
				P616	International	Pump Truck	1HSHWAHN39J122678
				P617	Kenworth	Pump Truck	1NKDLU0X26J129453
				P618	Sterling	Pump Truck	2FZHA7DC24AM47917
				P619	Sterling	Pump Truck	2FZHA7DC96AV69225
				P620	Mack	Pump Truck	1M2AG12C03M004491
				P621	Kenworth	Pump Truck	1XKDDU9X66J133446
				P622	Kenworth	Pump Truck	3WKDAU8X55F084642
				P623	Peterbilt	Pump Truck	1NPALFOX76N633823

Project Cost:

City of Pompano Beach
 Bid #E-01-24 Bid Date: 12-13-2023

No.	Description	Qty	Unit	Price	Extention
1	Desilt Pipe (12") (<20% Silt)	100	LF	\$ 3.50	\$ 350.00
2	Desilt Pipe (15") (<20% Silt)	100	LF	\$ 4.00	\$ 400.00
3	Desilt Pipe (18") (<20% Silt)	100	LF	\$ 5.00	\$ 500.00
4	Desilt Pipe (24") (<20% Silt)	210	LF	\$ 6.00	\$ 1,260.00
5	Desilt Pipe (30") (<20% Silt)	100	LF	\$ 6.75	\$ 675.00
6	Desilt Pipe (36") (<20% Silt)	100	LF	\$ 8.00	\$ 800.00
7	Desilt Pipe (42") (<20% Silt)	100	LF	\$ 9.25	\$ 925.00
8	Desilt Pipe (48") (<20% Silt)	100	LF	\$ 10.50	\$ 1,050.00
9	Desilt Pipe (54") (<20% Silt)	100	LF	\$ 11.50	\$ 1,150.00
10	Desilt Pipe (60") (<20% Silt)	100	LF	\$ 13.00	\$ 1,300.00
11	Desilt Pipe (66") (<20% Silt)	100	LF	\$ 15.00	\$ 1,500.00
12	Desilt Pipe (72") (<20% Silt)	100	LF	\$ 16.60	\$ 1,660.00
13	Desilt Pipe (84") (<20% Silt)	100	LF	\$ 18.00	\$ 1,800.00
14	Desilt Pipe (96") (<20% Silt)	100	LF	\$ 20.50	\$ 2,050.00
15	Desilt Pipe (12") (20%-50% Silt)	100	LF	\$ 5.50	\$ 550.00
16	Desilt Pipe (15") (20%-50% Silt)	100	LF	\$ 6.00	\$ 600.00
17	Desilt Pipe (18") (20%-50% Silt)	100	LF	\$ 6.50	\$ 650.00
18	Desilt Pipe (24") (20%-50% Silt)	100	LF	\$ 7.25	\$ 725.00
19	Desilt Pipe (30") (20%-50% Silt)	100	LF	\$ 8.00	\$ 800.00
20	Desilt Pipe (36") (20%-50% Silt)	300	LF	\$ 9.50	\$ 2,850.00
21	Desilt Pipe (42") (20%-50% Silt)	100	LF	\$ 11.00	\$ 1,100.00
22	Desilt Pipe (48") (20%-50% Silt)	100	LF	\$ 12.00	\$ 1,200.00
23	Desilt Pipe (54") (20%-50% Silt)	100	LF	\$ 13.00	\$ 1,300.00
24	Desilt Pipe (60") (20%-50% Silt)	100	LF	\$ 15.00	\$ 1,500.00
25	Desilt Pipe (66") (20%-50% Silt)	100	LF	\$ 16.75	\$ 1,675.00
26	Desilt Pipe (72") (20%-50% Silt)	100	LF	\$ 18.00	\$ 1,800.00
27	Desilt Pipe (84") (20%-50% Silt)	100	LF	\$ 19.50	\$ 1,950.00
28	Desilt Pipe (96") (20%-50% Silt)	100	LF	\$ 22.50	\$ 2,250.00
29	Desilt Pipe (12") (>50% Silt)	100	LF	\$ 8.00	\$ 800.00
30	Desilt Pipe (15") (>50% Silt)	120	LF	\$ 9.00	\$ 1,080.00
31	Desilt Pipe (18") (>50% Silt)	720	LF	\$ 9.75	\$ 7,020.00
32	Desilt Pipe (24") (>50% Silt)	280	LF	\$ 10.50	\$ 2,940.00
33	Desilt Pipe (30") (>50% Silt)	180	LF	\$ 11.50	\$ 2,070.00
34	Desilt Pipe (36") (>50% Silt)	170	LF	\$ 12.75	\$ 2,167.50
35	Desilt Pipe (42") (>50% Silt)	100	LF	\$ 13.50	\$ 1,350.00
36	Desilt Pipe (48") (>50% Silt)	100	LF	\$ 15.00	\$ 1,500.00
37	Desilt Pipe (54") (>50% Silt)	100	LF	\$ 16.25	\$ 1,625.00
38	Desilt Pipe (60") (>50% Silt)	130	LF	\$ 17.50	\$ 2,275.00
39	Desilt Pipe (66") (>50% Silt)	100	LF	\$ 18.75	\$ 1,875.00
40	Desilt Pipe (72") (>50% Silt)	1,300	LF	\$ 20.00	\$ 26,000.00
41	Desilt Pipe (84") (>50% Silt)	100	LF	\$ 21.50	\$ 2,150.00
42	Desilt Pipe (96") (>50% Silt)	100	LF	\$ 25.00	\$ 2,500.00
43	Closed Circuit TV Inspection (12")	300	LF	\$ 3.25	\$ 975.00
44	Closed Circuit TV Inspection (15")	920	LF	\$ 3.75	\$ 3,450.00
45	Closed Circuit TV Inspection (18")	120	LF	\$ 4.50	\$ 540.00
46	Closed Circuit TV Inspection (24")	590	LF	\$ 5.00	\$ 2,950.00
47	Closed Circuit TV Inspection (30")	380	LF	\$ 5.75	\$ 2,185.00
48	Closed Circuit TV Inspection (36")	470	LF	\$ 6.25	\$ 2,937.50
49	Closed Circuit TV Inspection (42")	300	LF	\$ 6.75	\$ 2,025.00
50	Closed Circuit TV Inspection (48")	300	LF	\$ 7.50	\$ 2,250.00
51	Closed Circuit TV Inspection (54")	300	LF	\$ 8.00	\$ 2,400.00
52	Closed Circuit TV Inspection (60")	330	LF	\$ 8.75	\$ 2,887.50
53	Closed Circuit TV Inspection (66")	300	LF	\$ 9.00	\$ 2,700.00
54	Closed Circuit TV Inspection (72")	1,500	LF	\$ 11.25	\$ 16,875.00
55	Closed Circuit TV Inspection (84")	300	LF	\$ 13.50	\$ 4,050.00
56	Closed Circuit TV Inspection (96")	300	LF	\$ 17.50	\$ 5,250.00
57	Review Existing Inspection Video	6,410	LF	\$ 2.25	\$ 14,422.50
58	Specification Development	1	LF	\$ 1.00	\$ 1.00
59	Barnacle Removal	1	LF	\$ 22.00	\$ 22.00
60	Inspect Drainage Structure	20	LF	\$ 175.00	\$ 3,500.00
61	Dewatering Pipe System (12"-inch plug)	1	EA	\$ 325.00	\$ 325.00
62	Dewatering Pipe System (15"-inch plug)	10	EA	\$ 325.00	\$ 3,250.00
63	Dewatering Pipe System (18"-inch plug)	5	EA	\$ 325.00	\$ 1,625.00
64	Dewatering Pipe System (24"-inch plug)	10	EA	\$ 575.00	\$ 5,750.00
65	Dewatering Pipe System (30"-inch plug)	5	EA	\$ 575.00	\$ 2,875.00
66	Dewatering Pipe System (36"-inch plug)	5	EA	\$ 750.00	\$ 3,750.00
67	Dewatering Pipe System (42"-inch plug)	1	EA	\$ 925.00	\$ 925.00
68	Dewatering Pipe System (48"-inch plug)	1	EA	\$ 925.00	\$ 925.00
69	Dewatering Pipe System (54"-inch plug)	1	EA	\$ 1,200.00	\$ 1,200.00
70	Dewatering Pipe System (60"-inch plug)	5	EA	\$ 1,350.00	\$ 6,750.00
71	Dewatering Pipe System (66"-inch plug)	1	EA	\$ 2,500.00	\$ 2,500.00
72	Dewatering Pipe System (72"-inch plug)	1	EA	\$ 3,500.00	\$ 3,500.00
73	Dewatering Pipe System (84"-inch plug)	1	EA	\$ 4,250.00	\$ 4,250.00
74	Dewatering Pipe System (96"-inch plug)	1	EA	\$ 5,700.00	\$ 5,700.00
75	On-Call Jet-Vac Service (7AM-4PM)	20	HR	\$ 275.00	\$ 5,500.00
76	On-Call Jet-Vac Service (Nights)	10	HR	\$ 350.00	\$ 3,500.00
77	On-Call Jet-Vac Service (Weekends)	4	HR	\$ 350.00	\$ 1,400.00
78	On-Call Jet-Vac Service (Holidays)	1	HR	\$ 400.00	\$ 400.00
Total:					\$ 213,268.00

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE
RFP E-01-24, INSPECTION AND CLEANING OF STORM SEWER WATER SYSTEMS AND UTILITIES JET-VAC ON-CALL SERVICES
 (number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) John Rinehart Title Estimator
 Company (Legal Registered) EnviroWaste Services Group, Inc.
 Federal Tax Identification Number 65-0829090
 Address 18001 Old Cutler Road, Suite 643
 City/State/Zip Palmetto Bay, FL 33157
 Telephone No. 877-637-9665 Fax No. 877-637-9659
 Email Address INFO@EWSG.com

Form **W-9**
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Envirowaste Services Group, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

- Individual/sole proprietor or single-member LLC
- C Corporation S Corporation Partnership Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
- Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

18001 Old Cutler Road, Suite 643

6 City, state, and ZIP code

Palmetto Bay, FL 33157

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
6	5	-	0	8	2	9	0	9	0

Part II Certification

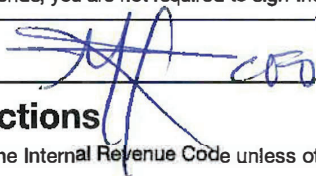
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶



Date ▶ **02/22/2023**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



MIKE GARCIA

Director of Construction - EnviroWaste Services Group, Inc.

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

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 * email: info@envirowastesg.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 26 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

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www.envirowastesg.com * email: info@envirowastesg.com

JOHN RINEHART

JOHNRINEHART@EWSG.COM

EDUCATION & LICENSES:

- B.S., Construction Management, Florida International University
- Underground Utility Contractor #CUC-C056867, Florida
- General Contactor #CGC-C058031, Florida
- Underground Utility #B-100125(not active), South Carolina
- Underground Utility #45989(not active), North Carolina
- Competent Person Training (NUCA)
- OSHA 10 Hour / 40 Hour
- Registered Florida Notary

INDUSTRY LEADERSHIP:

- Over 30 years managing pipe inspection, analysis, and repair. Experienced with CIPP, grout applications, smoke testing, manhole coating, and excavated repairs in both gravity sewers and storm pipe.
- UCA Underground Contractors Association of South Florida Board Member, 2003 – 2005
- High customer satisfaction leading to repeat business.

EXPERIENCE:

- ESTIMATOR, EnviroWaste Services Group, Inc.
May 2023 – Present
 - Maintain bid & renewal opportunities on collaborative spreadsheets. Research and obtain bid documents, distribute opportunity information to management as needed. Schedule go-no-go meetings with management.
 - Duties include bid document preparation, submittal, and follow up on bid results. Prepare & track successful project document preparation with owners. Maintain bid files that transition into project files.
- AREA MANAGER / PROJECT MANAGER, Granite Inliner, LLC, Gravity and Storm CIPP rehabilitation projects.
February 2018 – September 2021
 - CIPP pipe rehabilitation projects, Gravity and Storm pipe.
 - Clean & CCTV, Gravity and Storm
- OWNER & VICE PRESIDENT / OPERATIONS MANAGER, small diameter CIPP rehabilitation company.
January 2006 - November 2017
 - Grew the company as a startup to operating an owned facility with 4 office staff and 27 field staff.
 - Duties included estimating, preparing bids and proposal documents, qualification documents, presentations, and product installation quality control.
 - Functioned as property and equipment manager for all rehabilitation activities.
 - Managed in house accounting, A/R, A/P, Payroll, and P&L reporting.
 - Responsible for processes to review, tally and organize thousands of video reviews.
 - Arranged presentations and field demonstrations to educate customers on various products.
 - Assisted owners, engineers, and consultants with bid specifications.
- VICE PRESIDENT / BUSINESS UNIT DIRECTOR / PROJECT MANAGER, South Florida area.
May 1990 - January 2006 Known today as (IPR) Inland Pipe Rehabilitation
 - Held multiple positions with the various companies through 6 acquisitions of the original Madsen/Barr Corp.
 - All the positions were in a PM role, performing pipe inspection and rehabilitation.
- OWNERS REPRESENTATIVE, Private Hotel and Restaurant Construction
January 1984 - April 1990

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.



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

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

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, 2023, that its most recent annual report/uniform business report was filed on February 16, 2023, 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 Fifth day of June, 2023*




Secretary of State

Tracking Number: 4857670776CU

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

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



Representative Projects

OWNER	City of Hollywood
PROJECTS	11-7063, 13-7068, 16-7078 Sanitary Sewer Eval. And Repair
BUDGET	\$3,500,000
TIME PERIOD	2011-2020
CONTACT	Jose Polanco Ph: 305-282-6757
SCOPE	EWSG has been contracted to CCTV, clean and perform full line and point repair sewer replacements. Our work has included over 750 excavated point repairs, including as large as 30" in diameter and 18' in depth. Since 2011 approximately 1,000 sectional cipp liners have been installed. The City of Hollywood has a significant amount of easement work, approximately, 20,000LF per year.

OWNER	FDOT
PROJECTS	E5T90 Desilting, Video Inspection, and CIPP of Storm Sewer System
BUDGET	\$1,500,000
TIME PERIOD	January 2017-December 2017
CONTACT	Rick Coe Ph: 386-740-3490 frederick.Coe@dot.state.fl.us
SCOPE	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 EWSG or their subcontractors.

OWNER	City of Boca Raton
PROJECTS	Bid 2012-031
BUDGET	\$1,500,000 Per Year
TIME PERIOD	November 2017-Current
CONTACT	Jimmy Georgievski Ph: 561-338-7317 JGeorgievski@ci.boca-raton.fl.us
SCOPE	EWSG has been contracted to cctv, clean, perform point repairs, sectionals and CIPP lining to the City's wastewater system. Since 2017, more than 40,000 LF of CIPP lining has been performed by EWSG and or its subcontractors.



Representative Projects

OWNER	FDOT
PROJECTS	E7L52 Desilting and Video Inspection of Storm Sewer System
BUDGET	\$6,000,000
TIME PERIOD	January 2017-2019
CONTACT	Pedro Lopez Ph: 813-975-6107 pedro.Lopez@dot.state.fl.us
SCOPE	EWSG has been contracted to CCTV and clean the FDOT storm systems in Hillsborough, Pasco, Pinellas, Hernando, and Citrus Counties. EWSG also seals and rehabilitates the Department's manholes and inlets. In addition to reg cleaning and inspections, EWSG has removed over 10,000 cubic yards of box culvert debris.

OWNER	City of Coral Gables
PROJECTS	IFB 2015.10.07 Routine & Emergency Sewer Repairs and Inspection
BUDGET	\$500,000 per year
TIME PERIOD	September 2013-Current
CONTACT	Noel Polo 305-460-5022 npolo@coralgables.com
SCOPE	EWSG has been contracted to provide sewer rehabilitation services for the in sewer cleaning, CCTV, and point repairs. EWSG cleans and inspects the City's sanitary sewer system, makes recommendations for repairs, and typically performs the repairs. Services have also included MH coating (more than 150) and excavated PRs (more than 100).

OWNER	City of Sunrise
PROJECTS	Bid 15-12-01-JC Sewer Rehab, Maintenance, and I&I Reduction
BUDGET	\$1,000,000 per year
TIME PERIOD	October 2012-Current
CONTACT	Gio Batista 954-815-8861 GBatista@sunrisefl.gov
SCOPE	EWSG has been contracted to provide sewer rehabilitation services for the City in sewer cleaning, CCTV and point repairs. EWSG cleans and inspects the City's sanitary sewer system, makes the recommendation for repairs, and also performs repairs. Work has included rehabilitating more than 450 MHs and more than 150 excavated point repairs.



Representative Projects

OWNER	City of North Miami Beach
PROJECTS	ITB 2011-08 Sewer Rehab, Maintenance, and I&I Reduction
BUDGET	\$600,000
TIME PERIOD	2012-Current
CONTACT	Pedro Melo 305-770-5135 pedro.melo@citynmb.com
SCOPE	EWSG provides sewer rehabilitation services for the City in sewer cleaning, CCTV and point repairs. EWSG cleans and inspects the City's sanitary sewer system, makes the recommendation for repairs, and also performs repairs. We also have installed new water main with fire hydrants.

OWNER	Town of Cutler Bay
PROJECT TITLE	Miscellaneous Construction and Repairs Town Wide
BUDGET	\$1,500,000 per Year
TIME PERIOD	July 2008-Current
CONTACT	Alfredo Quintero 305-234-4262 aquintero@cutlerbay-fl.gov
SCOPE	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.

OWNER	Manatee County
PROJECTS	Wastewater Hauling Emergency Contract
BUDGET	\$250,000
TIME PERIOD	September 2014
CONTACT	Bonnie Sietma 941-749-3046 bonnie.sietman@mymanatee.org
SCOPE	EWSG has been contracted to provide emergency vector and vacuum truck services for all of Manatee County.



Representative Projects

OWNER	Pasco County, FL
PROJECT TITLE	Wastewater Hauling Emergency Contract
BUDGET	\$250,000 per Year
TIME PERIOD	October 2011-Current
CONTACT	Edward Gribble 727-834-3358 ebribble@pascocountyfl.net
SCOPE	EWSG has been contracted to provide emergency vector and vacuum truck services for all of Pasco County, as many as 13 trucks at the same time.

OWNER	Hillsborough County, FL
PROJECT TITLE	Wastewater Pumping and Disposal Contract
BUDGET	\$2,000,000 per Year
TIME PERIOD	December 2013-Current
CONTACT	David Lundberg 813-663-3229 lundbergd@hillsboroughcounty.org
SCOPE	EWSG has been contracted to provide emergency and scheduled vector and vacuum truck services for all of Hillsborough County. EWSG has regularly hauled in excess of 100,000 gallons per hour during emergency situations.

OWNER	Hillsborough County, FL
PROJECT TITLE	Manhole-Wastewater Lines-Lift Station Cleaning and Inspection
BUDGET	\$2,000,000 per Year
TIME PERIOD	April 2014-Current
CONTACT	Suresh Maharaj 813-554-5011 ext 43836 maharajs@hillsboroughcounty.org
SCOPE	EWSG has been contracted to provide all of the sanitary sewer inspection and cleaning for Hillsborough County. Yearly more than 500,000' of sanitary sewers are cleaned.



Representative Projects

OWNER	City of Miami
PROJECT TITLE	Outfall and Drainage Cleaning Contract
BUDGET	\$750,000 per Year
TIME PERIOD	2005-Current
CONTACT	Ely Estevez Ph: 305-416-1295 eestevez@miamigov.com
SCOPE	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.

OWNER	Orange County, FL
PROJECT TITLE	Sanitary Sewer Cleaning and Inspection(Y12-1060, Y15-1140, Y19-110)
BUDGET	\$1,100,000 per Year
TIME PERIOD	June 2008–Current, 2 separate contracts
CONTACT	Dustin Putney 407-836-6822 dustin.putney@ocfl.net
SCOPE	EWSG has been contracted to provide various sewer related contracting services for Orange County, FL, including cleaning and video inspection. EWSG has cleaning and cctv'd over 3,000,000 LF of sanitary sewers. More than 30,000 LF of the sewer cleaning work in 30" or larger per year.

OWNER	Orange County, FL
PROJECT TITLE	Orange County Gravity CIPP Lining Y13-1019
BUDGET	\$1,000,000
TIME PERIOD	May 2013–April 2014
CONTACT	Patty Hobbs 407-836-5456 Patty.Hobbs@ocfl.net
SCOPE	EWSG was contracted to provide mainline CIPP lining on sanitary sewers 8-42" in diameter. 30,000 LF of pipe were lined.



OWNER	Orange County, FL
PROJECT TITLE	Orange County Sewage Hauling Y14-191A
BUDGET	\$250,000
TIME PERIOD	April 2014-Current
CONTACT	Brian Vos 321-239-3339 Brian.Vos@ocfl.net
SCOPE	EWSG has been contracted to provide emergency and scheduled vacuum truck services for all of Orange County. EWSG has been the primary emergency sewage hauling contractor for the County since 2014. EWSG has had multiple 10 plus truck emergency responses all handled in-house.

OWNER	Orange County, FL
PROJECT TITLE	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)
BUDGET	\$3,000,000 per Year
TIME PERIOD	June 2008–Current, 9 separate contracts
CONTACT	Bill Burnham 407-836-8036 William.Burnham@ocfl.net
SCOPE	EWSG has been contracted to provide various drainage related contracting services for the County, 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.

OWNER	Seminole County
PROJECT TITLE	Close Tolerance Pipe Slurification (for trenchless removal of asbestos pipe)
BUDGET	\$350,000
TIME PERIOD	2022
CONTACT	Dan Heacock, Utilities Project Planner, C 407-840-4046, dheacock@seminolecountyfl.gov
SCOPE	EWSG has been contracted to provide cleaning and inspection of sanitary sewer as well as smoke testing. 750,000 LF of sewer were smoke tested.



OWNER	City of Miami Beach, FL
PROJECT TITLE	Smoke Testing
BUDGET	\$350,000
TIME PERIOD	July 2010–July 2012
CONTACT	Mike Alvarez 786-566-3462 malvarez@balharbourfl.gov
SCOPE	Smoke testing of 700,000+ feet of sanitary sewer along with related report submittal.

OWNER	Miami-Dade Water & Sewer Department
PROJECT TITLE	S-782 Lateral Sewer Testing – 2005-2007
BUDGET	\$3,300,000 (completed at \$2,450,000)
TIME PERIOD	2 years
CONTACT	Miguel Pichardo 786-258-2573 Miguel.Pichardo@miamidade.gov
SCOPE	EWSG was contracted to test approximately 6,000 sanitary sewer service lateral connections in 40 lift stations throughout Miami-Dade County. The lines were tested using the pressure test and/or the smoke test method. This pilot study program, the first of its kind in the U.S., was requested to determine the I&I problems with the lateral connections throughout the County.

OWNER	Miami-Dade Water & Sewer Department
PROJECT TITLE	S-793 Sanitary Sewer Service Laterals CIPP Rehabilitation
BUDGET	\$500,000
TIME PERIOD	2006
CONTACT	Miguel Pichardo 786-258-2573 Miguel.Pichardo@miamidade.gov
SCOPE	EWSG was contracted by the Prime Contractor to line 95 sanitary sewer service laterals throughout areas of Miami-Dade County.

REFERENCES

Sewer refers to storm and sanitary.

Additional

- Miami Dade County W&SD (Sewer) – Miguel Pichardo - 786-258-2573
- City of Sunrise (Sewer) – Gio Batista (954) 815-8861
- Town of Cutler Bay (Storm & Construction) – Alfredo Quintero (786) 348-5323
- Village of Pinecrest (Sewer) – Gary Krackenberg (305) 301-9825
- City of Doral (Sewer) – Carlos Arroyo (786) 367-5083
- City of Hollywood (Sewer) – Jose Polanco (954) 921-3930
- City of Coral Gables (Sewer & Construction) – Noel Polo (305) 460-5022
- City of North Miami (Sewer) – Wisler Pierre-Louis (305) 895-9838
- City of Miami(Sewer) – Elyrosa Estevez – (305) 416-1200
- FDOT (Broward) (Sewer) – Chi Sheu – (954)- 776-4300
- FDOT (Miami-Dade) (Sewer) – Mary Lou Karner – (305) 256-6330
- FDOT (Miami Dade) (Sewer) – Houshang Zahedi – (305) 654-7163
- Miami Dade County Public Works (Sewer) – Mercedes Barrera – (786) 256-2625



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