

CITY OF VENICE
COMPETITIVE PROCUREMENT EXEMPTION REQUEST FOR COOPERATIVE
PURCHASING OR "PIGGYBACK"

DEPARTMENT/DIVISION Engineering/Stormwater NAME OF REQUESTOR James Clinch, PE

In accordance with its code, the City of Venice wishes to exercise its right to utilize the competitive procurement process of another jurisdiction.

Section 2-224 of the City of Venice Municipal Code for Cooperative Purchasing states - "The Finance Director, or designee, shall have the authority to enter into cooperative purchasing agreements with other public agencies for commodities and services. Competitive bidding requirements may not be applicable"

A. Vendor Information

Vendor Name: EnviroWaste Services Group, Inc.

Address: Palmetto Bay Village Center, 18001 Old Cutler Road, Suite 554
Palmetto Bay, FL 33157

Phone: (305) 776-2373 Fax: _____ Email: eddybarba@gmail.com

B. Please describe all products and/or services to be procured under this exemption: _____

Pipeline Cleaning, CCTV inspection and assessing of underground
Stormwater piping systems within the City of Venice, per the Sarasota
County contract for IFB#122193KR.

C. Please provide the estimated fiscal year expenditure for this product or service: \$ 150,000.00

Account # 480-0950-541.31-00 Project # N/A

D. Briefly explain why it is in the best interest of the City to exempt this procurement from competition: _____

Project needs to be completed prior to the rainy season. County
Contract was competitively bid for identical services.

E. Do you plan to use the Visa Card as a method of payment for this transaction? Yes No

F. Piggyback - Provide the entity name, contract number and contract term _____

Sarasota County IFB#122193KR, Contract: 2014-367, 3 years

By signature, Vendor agrees to perform all of the work described in the proposal submitted, incorporated, attached and made a part of this Agreement, all in accordance with the requirements and provisions of the Contract Documents.

Vendor:  Date: 12/17/15

Title: Eduardo Barba, President

TAMPA OPS *15 DEC 21 AM 09:56

Requesting Department Director's Signature: Kai Jwan Date: 12/23/15

Procurement Manager's Approval: AMZ Date: 12/23/15

Finance Director's Approval (If applicable): _____ Date: _____

City Manager's Approval (If applicable): _____ Date: _____

The department has attached the following documentation as backup with their request; bid/rfp, executed of contract (administrative or council approval), any amendments/memorandums/renewals, and tabsheet/price sheets).

- Sarasota County IFB & Contract 2014-367
- Proposal: EnviroWaste Services Group, Inc.
- Project Location Map



ENVIROWASTE SERVICES GROUP, INC.

SPECIFIC WORK ORDER

BETWEEN

ENVIROWASTE SERVICES GROUP, INC.

and

City of Venice, Florida

Stormwater Assessment c/o IFB 122193KR

The parties to this Specific Work Order are parties to this Professional Services dated December 15, 2015 (the "Agreement"). The parties hereto agree that all of the terms and conditions set forth in the Agreement are in full force and effect and incorporated herein by reference. The terms and conditions of the Agreement shall govern and control over any inconsistent terms or conditions contained in this Specific Work Order except as to the scope of work to be performed and the fees for such work which are set forth herein and which shall control. Capitalized terms used in this Specific Work Order that are not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

RE: Pipeline cleaning, CCTV inspection and assessment as per provided plans.

Line #	Description	Unit	Qty	Unit Price	Total
7	Medium Cleaning 6"-12"	LF	9170.1	\$ 1.50	\$ 13,755.10
8	Medium Cleaning 14"-18"	LF	5626.4	\$ 3.00	\$ 16,879.19
9	Medium Cleaning 20"-24"	LF	2276.3	\$ 6.00	\$ 13,657.49
10	Medium Cleaning 27"-42"	LF	1795.4	\$ 8.00	\$ 14,363.32
11	Medium Cleaning 48"-60"	LF	1586.7	\$ 12.00	\$ 19,043.61
37	Televising (DVD) 6"-12"	LF	9170.1	\$ 1.55	\$ 14,213.60
38	Televising (DVD) 14"-18"	LF	5626.4	\$ 2.00	\$ 11,252.79
39	Televising (DVD) 20"-24"	LF	2276.3	\$ 4.00	\$ 9,105.00
40	Televising (DVD) 27"-42"	LF	1795.4	\$ 6.00	\$ 10,772.49
41	Televising (DVD) 48"-60"	LF	1586.7	\$ 14.00	\$ 22,217.55

ESTIMATED COST				\$	145,260.14
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The above pricing reflects the contract with Sarasota County, IFB #122193KR, Contract 2014-067. All terms and Conditions apply.

"CLIENT"

"CONSULTANT" (ENVIROWASTE SERVICES GROUP, INC.)
A Florida Corporation

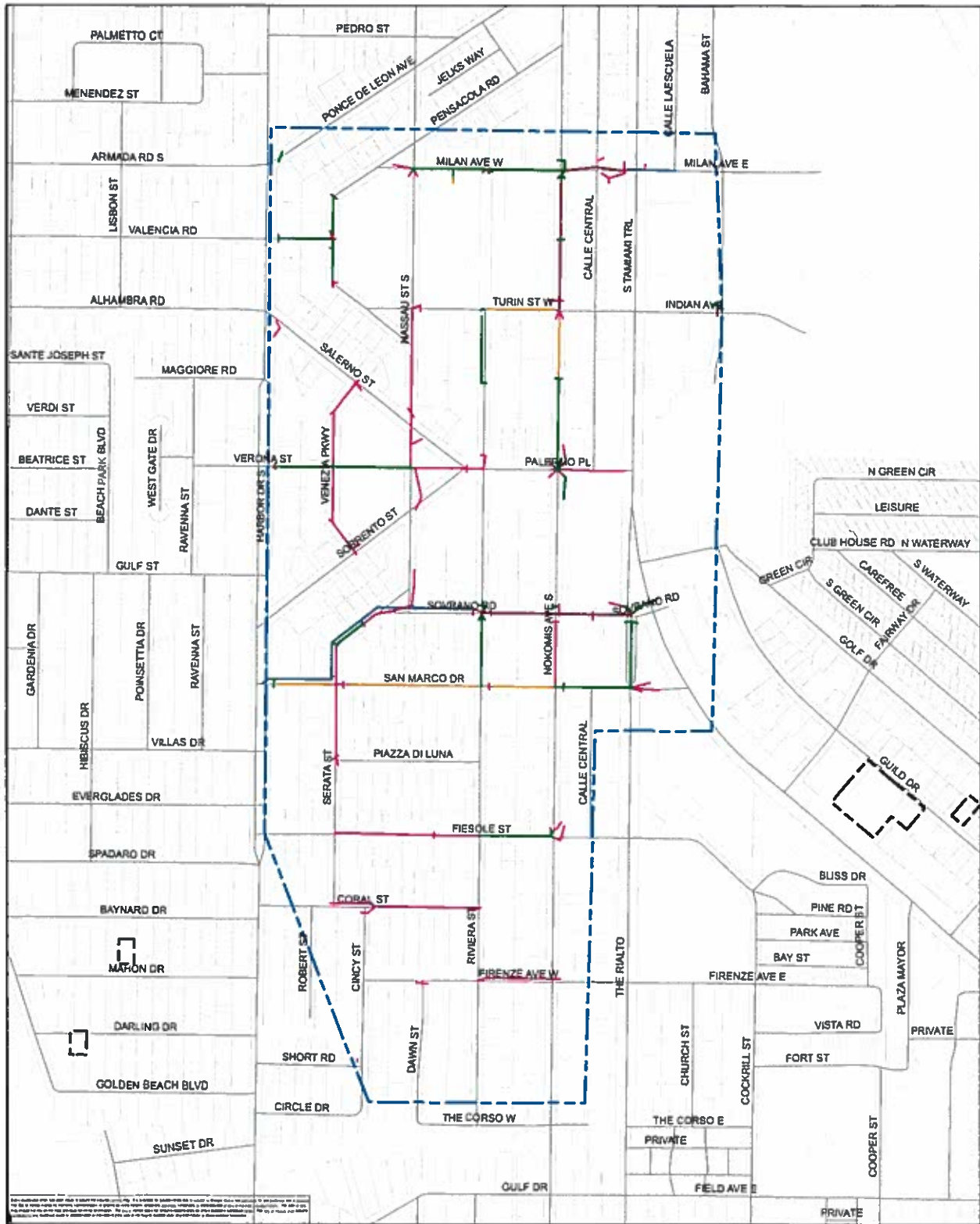
Eddy Barba

COO
TITLE

12/15/2015
DATED



Headquarters: 18001 Old Cutler Road #564 Miami, FL 33157 * (877) 637-8665 * C (305) 776-2373
 Offices: Miami, FL * Orlando, FL * Tampa, FL * Sarasota, FL * Houston, TX
www.envirowastesg.com * email: eddy.barba@envirowastesg.com



- Pipe Size**
- 8-12 (136)
 - 14-18 (52)
 - 20-24 (9)
 - 27-42 (10)
 - 48-60 (8)

City of Venice
 Stormwater Assessment
 Zone: 15Dec2015



Not to Scale: For Reference Only

Date: 12/14/2018

Storm Pipe Cost Estimate - Dec 15th, 2015					
Defined Assessment Zone					
Pipe Size	No of pipes	Total Length (ft)	Med TV \$	Cleaning \$	Total \$
6" - 12"	136	9170.07	14213.60	13755.10	27968.70
14" - 18"	52	5626.40	11252.79	16879.19	28131.98
19" - 24"	9	2276.25	9105.00	13657.49	22762.49
27" - 42"	10	1795.42	10772.49	14363.32	25135.82
48" - 60"	8	1586.97	22217.55	19043.61	41261.16
66" - 84"	0	0.00	0.00	0.00	0.00
Totals		20455.09	67561.43	77698.71	145260.14

**Contract Documents and
Specifications**

for

**Cleaning, Televising,
Assessment of Sanitary and
Stormwater Infrastructure
Contract**

CIP# 55957402 & 75832400

BID# 122193KR

Conformed

**Sarasota County
Public Works
1001 Sarasota Center Boulevard
Sarasota FL 34240**

**TERM CONTRACT FOR
IFB #122193KR AND Cleaning, Televising & Assessment of Sanitary & Stormwater Infrastructure**

RCC APPROVED 5/20/2014

THIS TERM CONTRACT is made and entered into as of the date of execution by both parties, by and between SARASOTA COUNTY, a political subdivision of the State of Florida, herein after referred to as the "County" and EnviroWaste Services Group, Inc., a corporation licensed in the State of Florida, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the County requires the services of a Contractor to perform Cleaning, Televising and Assessment of Sanitary and Stormwater Infrastructure; and,

WHEREAS, the County issued a solicitation, IFB #122193KR on December 20, 2013; and,

WHEREAS, the County evaluated the responses received and found the Contractor qualified to perform the necessary services; and,

WHEREAS, the County issued a Notice of Recommended Award on March 31, 2014; and,

WHEREAS, the nature of the services being provided is such that the quantity and extent of services may be subject to periodic adjustment through future amendments to this Term Contract; and,

WHEREAS, the Contractor has reviewed the services required pursuant to the Term Contract and is qualified, willing and able to provide and perform all such services in accordance with its terms;

NOW, THEREFORE, the County and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

I. CONTRACTOR'S SERVICES

- A. The Contractor agrees to diligently provide all materials, services and labor for the performance of cleaning, televising and assessment of sanitary and stormwater infrastructure in accordance with the technical specifications made part of this Term Contract as Exhibit A, attached hereto and incorporated herein.

II. TERM

- A. This Term Contract shall commence immediately upon execution by both the County and the Contractor and shall continue for a period of (3) three years. This Term Contract may be renewed for up to two additional one year periods subject to written agreement of both parties.

**TERM CONTRACT FOR
IFB #122193KR AND Cleaning, Televising & Assessment of Sanitary &
Stormwater Infrastructure**

- F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Term Contract or any applicable law. If any term, condition, or covenant of this Term Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Term Contract shall be valid and binding on each party.
- G. The parties covenant and agree that each is duly authorized to enter into and perform this Term Contract and those executing this Term Contract have all requisite power and authority to bind the parties.
- H. Neither the County's review, approval or acceptance of, nor payment for, the services required under this Term Contract shall be construed to operate as a waiver of any rights under this Term Contract or of any cause of action arising out of the performance of this Term Contract.
- I. The rights and remedies of the County provided for under this Term Contract are in addition to any other rights and remedies provided by law.
- J. Any notices, reports, or any other type of documentation required by this Term Contract shall be sufficient if sent by the parties via United States certified mail, postage paid, to the addresses listed below:

Contractor's Representative:

Name: Eduardo Barba
Title: President
Address: 4 SE 1st Street, 2nd
Floor
Miami, FL 33131
Telephone: 305-637-9665
Facsimile: 305-637-9659
E-mail: Eddy.barba@envirowa
ste.sg.com

County's Administrative Agent:

Name: Jason Brown
Title: Operational Manager
Address: 8781 Bee Ridge Rd
Sarasota, FL 34241
Telephone: 941-861-0873
Facsimile: 941-341-4265
E-Mail: jkbrown@scgov.net

- K. Any change in administrative agents will require prompt notification by the party making the change.
- L. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- M. The solicitation and all attachments and addenda thereto, and Contractor's submission in response to that solicitation ("Response") are hereby incorporated in the Term Contract by reference.

**TERM CONTRACT FOR
IFB #122193KR AND Cleaning, Televising & Assessment of Sanitary &
Stormwater Infrastructure**

IN WITNESS WHEREOF, the parties have executed the Term Contract as of the date last below written.

WITNESS:
Print Name: Mesa
Signed By: Jelany Mesa
Date: 4/7/2014

Enviro Waste Services Group, Inc.
Print Name: Eduardo Babin
Signed By: [Signature]
Title: President
Date: 4/7/14

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: [Signature]
CHAIRMAN

DATE: 5/20/14

ATTEST:
KAREN E. RUSHING, Clerk of the Circuit
Court and Ex-Officio Clerk of the Board of
County Commissioners

BY: [Signature]

Approved as to form and correctness:

BY: [Signature]
COUNTY ATTORNEY T. H.

AMENDMENT NO. 1
EXHIBIT B – FEE SCHEDULE
122193KR – CLEANING, TELEVISIONING AND ASSESSMENT OF SANITARY AND
STORMWATER INFRASTRUCTURE

Amendment No. 1 changes are indicated using bolded and underlined text to show additions and bolded and strikethrough text to show deletions.

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
1	Light Cleaning 6" to 12" Equivalent Diameter*	LF	\$0.30
2	Light Cleaning 14" to 18" Equivalent Diameter*	LF	\$0.40
3	Light Cleaning 20" to 24" Equivalent Diameter*	LF	\$0.50
4	Light Cleaning 27" to 42" Equivalent Diameter*	LF	\$0.75
5	Light Cleaning 48" to 60" Equivalent Diameter*	LF	\$1.00
6	Light Cleaning 66" to 84" Equivalent Diameter* (AMENDMENT 1)	LF	\$1.50 <u>\$1.00</u>
7	Medium Cleaning 6" to 12" Equivalent Diameter* (AMENDMENT 1)	LF	\$3.00 <u>\$1.50</u>
8	Medium Cleaning 14" to 18" Equivalent Diameter*	LF	\$3.00
9	Medium Cleaning 20" to 24" Equivalent Diameter*	LF	\$6.00
10	Medium Cleaning 27" to 42" Equivalent Diameter*	LF	\$8.00
11	Medium Cleaning 48" to 60" Equivalent Diameter*	LF	\$12.00
12	Medium Cleaning 66" to 84" Equivalent Diameter*	LF	\$16.00
13	Heavy Cleaning 6" to 12" Equivalent Diameter*	LF	\$1.50
14	Heavy Cleaning 14" to 18" Equivalent Diameter*	LF	\$4.00
15	Heavy Cleaning 20" to 24" Equivalent Diameter*	LF	\$7.00
16	Heavy Cleaning 27" to 42" Equivalent Diameter*	LF	\$9.00
17	Heavy Cleaning 48" to 60" Equivalent Diameter*	LF	\$13.00
18	Heavy Cleaning 66" to 84" Equivalent Diameter*	LF	\$17.00
19	Service Protrusion Removal - 6" to 12" Equiv. Diameter*	EA	\$0.01
20	Service Protrusion Removal - 14" to 18" Equiv. Diameter*	EA	\$0.01
21	Service Protrusion Removal - 20" to 24" Equiv. Diameter*	EA	\$0.01
22	Service Protrusion Removal - 27" to 42" Equiv. Diameter*	EA	\$0.01
23	Service Protrusion Removal - 48" to 60" Equiv. Diameter*	EA	\$0.01
24	Service Protrusion Removal - 66" to 84" Equiv. Diameter*	EA	\$0.01

AMENDMENT NO. 1
EXHIBIT B – FEE SCHEDULE
122193KR – CLEANING, TELEVISIONING AND ASSESSMENT OF SANITARY AND
STORMWATER INFRASTRUCTURE

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
25	Root Removal Per Joint/Service - 6" to 12" Equiv. Diameter*	EA	\$5.00
26	Root Removal Per Joint/Service - 14" to 18" Equiv. Diameter*	EA	\$0.01
27	Root Removal Per Joint/Service - 20" to 24" Equiv. Diameter*	EA	\$0.01
28	Root Removal Per Joint/Service - 27" to 42" Equiv. Diameter*	EA	\$0.01
29	Root Removal Per Joint/Service - 48" to 60" Equiv. Diameter*	EA	\$0.01
30	Root Removal Per Joint/Service - 66" to 84" Equiv. Diameter*	EA	\$0.01
31	Tuberculation Removal - 6" to 12" Equiv. Diameter*	LF	\$0.01
32	Tuberculation Removal - 14" to 18" Equiv. Diameter*	LF	\$0.01
33	Tuberculation Removal - 20" to 24" Equiv. Diameter*	LF	\$0.01
34	Tuberculation Removal - 27" to 42" Equiv. Diameter*	LF	\$0.01
35	Tuberculation Removal - 48" to 60" Equiv. Diameter*	LF	\$0.01
36	Tuberculation Removal - 66" to 84" Equiv. Diameter*	LF	\$0.01
37	Televising (DVD) 6" to 12" Equiv. Diameter*	LF	\$1.55
38	Televising (DVD) 14" to 18" Equiv. Diameter*	LF	\$2.00
39	Televising (DVD) 20" to 24" Equiv. Diameter*	LF	\$4.00
40	Televising (DVD) 27" to 42" Equiv. Diameter*	LF	\$6.00
41	Televising (DVD) 48" to 60" Equiv. Diameter*	LF	\$14.00
42	Televising (DVD) 66" to 84" Equiv. Diameter*	LF	\$15.00
43	Additional Cleaning Costs (Easement Access) 24" Equivalent Diameter* and Smaller	LF	\$0.01
44	Additional Cleaning Costs (Easement Access) - Greater than 24" Equivalent Diameter	LF	\$0.01
45	Manhole and Structure Cleaning	FA	\$0.01
46	Manhole and Structure Televising	EA	\$0.01
47	Mobilization (Work Assignment total less than \$50,000)	EA	\$0.01

AMENDMENT NO. 1
EXHIBIT B – FEE SCHEDULE
122193KR – CLEANING, TELEVISIONING AND ASSESSMENT OF SANITARY AND
STORMWATER INFRASTRUCTURE

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
48	Mobilization (Work Assignment total between \$50,000 and \$100,000)	EA	\$0.01
49	Mobilization (Work Assignment total greater than \$100,000)	EA	\$0.01
50	Bypass Pumping - 4" Pump	DAY	\$0.01
51	Bypass Pumping - 6" Pump	DAY	\$0.01
52	Bypass Pumping - 8" Pumps	DAY	\$0.01
53	Maintenance of Traffic Plan (roadways with posted speed limit 35mph or less)	EA	\$0.01
54	Maintenance of Traffic Plan (roadways with posted speed limit greater than 35mph)	EA	\$0.01



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Florida, Inc.		NAMED INSURED Envirowaste Services Group Inc. 18001 Old Cutler Rd Suite 554 Attn: Ralph Barba CFO Miami, FL 33157	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Workers Compensation: Blanket Waiver of Subrogation Where Required By Written Contract

City Of Venice, Florida is included as an Additional Insured as respects to General Liability and Auto Liability.

General Liability and Umbrella/Excess Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

Waiver of Subrogation applies in favor of City Of Venice, Florida with respects to Workers Compensation as permitted by law.

Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO5571339	7/31/15	7/31/16	7/31/15			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named insured: ENIROWASTE SERVICES GROUP, INC.

**Address (including ZIP Code): 18001 Old Cutler Rd #554
Palmetto Bay, FL 33157**

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:
Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.



ZURICH

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO5571339	7/31/15	7/31/16	7/31/15		\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OF LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

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 anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

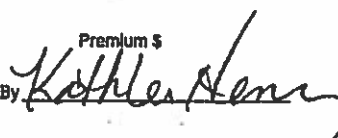
Endorsement Effective **7/31/15** Policy No. **WC0176362** Endorsement No.

Insured **Envirowaste Services Group Inc.**

Premium \$

Insurance Company
American Guarantee and Liability Ins Company

Countersigned By



WC 00 03 13
(Ed. 4-84)