

# Memorandum



**Date:** September 18, 2012

**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Award Recommendation for Hazardous Material Removal Contract, ITB No. MDAD-03-11, in the amount of \$15,037,500

Agenda Item No. 8(A)(2)

## RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached pool of contracts for Hazardous Material Removal at Miami-Dade Aviation Department (MDAD) facilities in the amount of \$15,037,500 to the firms listed below, and authorize the Mayor or his designee to execute the contracts for and on behalf of the County.

1. Cherokee Enterprises, Inc.
2. DPC General Contractors, Inc.
3. Decon Environmental & Engineering, Inc.
4. MCO Environmental, Inc.

**PROJECT NAME:** Hazardous Material Removal Contract

**PROJECT NO.:** ITB No. MDAD-03-11

**PROJECT DESCRIPTION:** Asbestos abatement; air quality remediation including mold abatements; contaminated soil removal, transportation and disposal; demolition and reconstruction; removal and installation of storage tank systems; Polychlorinated Biphenyls (PCB) transformer removal; lead paint removal; petroleum hazardous material handling; and removal or abatement of anything that may be considered an environmental hazard.

**CONTRACT TERM:** The contract term is five years with one additional year to complete all authorized work in previous five-year term.

**DELEGATED AUTHORITY:** In accordance with Miami-Dade County Code Section 2-8.3 related to identifying delegation of Board authority contained within the subject contract, the Aviation Director or designee has the authority to terminate the contract.

## BACKGROUND

An Invitation to Bid was advertised on May 25, 2012, to establish a prequalified pool of contractors to perform hazardous material removal work as identified in the project description. The County does not guarantee that any approved contractors will be awarded any work under this non-exclusive contract. All work under this contract will be awarded through competitive bidding procedures as set forth in Sub-Article 2.9 of the General Conditions. No contractor shall be entitled to any minimum amount of work, or any minimum amount of compensation.

## SELECTION PROCESS:

No price information was required to be submitted with the bid. All responsive, responsible contractors meeting the minimum criteria are eligible to participate in this contract. On June 27, 2012, seven bids were received by the Clerk's Office from:

1. Cherokee Enterprises, Inc.
2. DPC General Contractors, Inc.
3. Decon Environmental & Engineering, Inc.
4. MCO Environmental, Inc.
5. Prism Response, Inc.
6. Shaw Environmental, Inc.
7. Simpson Environmental Services, Inc.

The Small Business Development Division of the Department of Regulatory and Economic Resources found all contractors compliant with the exception of Simpson Environmental. The County Attorney's Office (CAO) determined that Cherokee Enterprises, Inc., DPC General Contractors, Inc., Decon Environmental & Engineering, Inc., and MCO Environmental, Inc. were responsive. The three remaining bidders -- Simpson Environmental Services, Inc., Shaw Environmental, Inc., and Prism Response, Inc. -- were found non-responsive (see the attached responsiveness opinion).

**COMMISSION DISTRICT:** Commissioner Rebeca Sosa's District 6

**APPROVAL PATH:** Board of County Commissioners

**USING DEPARTMENT:** MDAD

**MANAGING DEPARTMENT:** MDAD

**FISCAL IMPACT/FUNDING SOURCE**

The maximum contract amount is \$15,037,500, which includes the Inspector General account of \$37,500.00. As applicable, asbestos abatement is funded from MDAD's Capital Improvement Program, operating budget or reserve maintenance; hazardous material removal is funded through the Environmental Recovery Fund or operating budget; and demolition work is funded through reserve maintenance or operating funds.

**IG FEE INCLUDED IN BASE CONTRACT:** No

**PROPOSALS RECEIVED:** 7

**CONTINGENCY PERIOD:** 0

**ART IN PUBLIC PLACES:** No

**AMOUNT OF RECOMMENDED AGREEMENT:** \$15,037,500

**INSPECTOR GENERAL:** Provisions Included

**TOTAL AGREEMENT AMOUNT:** \$15,037,500

**TRACK RECORD/MONITOR**  
**COMPANY NAME/ADDRESS (1)**

Cherokee Enterprises, Inc.  
14474 Commerce Way  
Miami Lakes, FL 33016

**COMPANY PRINCIPALS** Gabino Cuevas  
Christine Franklin  
Alex Sanchez  
Amanuel Worku  
Jeffrey Northrup

**GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:** Gabino Cuevas, Male-Hispanic/33.75%  
Christine Franklin, Female-Black/33.75%  
Alex Sanchez, Male-Hispanic/20%  
Amanuel Worku, Male-Black/10%  
Jeffrey Northrup, Male-Anglo-Non-Hispanic/2.5%

**COMPANY QUALIFIER(S):** Alex Sanchez

**YEARS IN BUSINESS:** Thirteen (13)

**CONTRACTS WITH THE COUNTY IN THE PAST 5 YEARS:** Five contracts in the amount of \$5,777,143 WASD, DERM, and MDT.

**COMPANY NAME/ADDRESS (2)** DPC General Contractors, Inc.  
1860 N.W. 21<sup>st</sup> Terrace  
Miami, FL 33142

**COMPANY PRINCIPALS:** Oscar D. Sever  
David Lopez

**GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:** Oscar D. Sever, Male-Hispanic Male/50%  
David Lopez, Male-Anglo Non- Hispanic/50%

**COMPANY QUALIFIER(S):** Oscar D. Sever

**YEARS IN BUSINESS** Thirty-One (31) Years

**CONTRACTS WITH COUNTY IN THE PAST FIVE YEARS:** One contract for MDAD Asbestos Hazardous Material Removal, ITB No. MDAD-03-06, with project orders issued to date in the amount of \$3,415,364

**COMPANY NAME/ADDRESS (3)** Decon Environmental & Engineering, Inc.  
2652 N.W. 31<sup>st</sup> Avenue  
Ft. Lauderdale, FL 33311

**COMPANY PRINCIPALS:** Sara Levin  
Alon Levin  
Jahue D. Martin  
Tamar Muller  
Dan Muller

**GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:** Sara Levin, Female, White/100%

**COMPANY QUALIFIER(S):** Alon Levin

**YEARS IN BUSINESS:** Twenty-five (25)

**CONTRACTS WITH THE COUNTY  
IN THE PAST 5 YEARS:** One contract for \$22,527 for Asbestos Abatement under the MCC  
7360 program

**COMPANY NAME/ADDRESS (4)** MCO Environmental, Inc.  
7275 N.W. 64<sup>TH</sup> Street  
Miami, FL 33166

**COMPANY PRINCIPALS** Cruz H. Otazo / President  
Julio Otazo / Vice President  
Pedro J. Alzola / Vice President

**GENDER, ETHNICITY &  
OWNERSHIP BREAKDOWN:** Cruz H. Otazo, Female-Hispanic/ 55%  
Julio O. Otazo, Male-Hispanic/45%

**COMPANY QUALIFIER(S)  
FOR THIS PROJECT:** Julio O. Otazo

**YEARS IN BUSINESS:** Twenty-four (24)

**CONTRACTS WITH THE  
COUNTY IN PAST 5 YEARS:** One contract for \$16,986.00 under the MCC 7360 program, and  
current MDAD Asbestos Hazardous Material Removal contract with  
project orders issued to date \$9,070,904.60

**PERFORMANCE:** According to the Capital Improvements Information System (CIIS)  
report: Cherokee Enterprises, Inc. - 31 evaluations with an average  
of 3.4 (satisfactory); MCO Environmental Inc. - 4 evaluations with an  
average of 2.7 (satisfactory). MDAD Civil/Environmental Engineering  
Division Project Manager Foster Mack reports that MCO has provided  
superior performance based on the CIIS rating key. No information  
was available on CIIS for DPC and Decon. However, Division Project  
Manager Mack states that DPC General Contractors, Inc. and Decon  
Environmental & Engineering, Inc. have performed satisfactorily in the  
past.

**DUE DILIGENCE:** Pursuant to Resolution R-187-12, due diligence was conducted to  
determine responsibility for the contractors listed above, including  
corporate status, and any performance or compliance issues. The  
lists that were reviewed include: convicted vendors, debarred  
vendors, delinquent contractors, suspended vendors, and federal  
excluded parties, and the myflorida license website. There were no  
adverse findings relating to their responsibility.

**CONTRACT MEASURE:** 10% Community Small Business Enterprises (CSBE) goal. The  
Community Workforce Program (CWP) is project-order driven for  
projects longer than 30 days and greater than or equal to  
\$250,000.00. These projects will be reviewed by SBD for the  
application of a CWP goal.

**CONTRACT MEASURES ACHIEVED:** MCO Environmental, Inc.:

- Xpress Painting Corp-Painting & Wall Covering, Plaster & Stucco-1.25% (\$187,968.75)
- Maytin Engineering-Remodelers, Industrial & Commercial Bldg., Water & Sewer, Heavy & Civil Eng, Concrete & Steel, Demolition & Trucking-1.25% (\$187,968.75)
- Demolition Masters-Site Work, Demolition, Trucking-1.25% (\$187,968.75)
- Peoples Plumbing and Mechanical Inc.-Plumbing, Heating and Air Cond. Contractor-1.25% (\$187,968.75)
- Solo Air Conditioning-Mechanical, Plumbing, HVAC-1.25% (\$187,968.75)
- Gomez & Son Fence-Fencing & Specialty Trades-1.25% (\$187,968.75)
- Primary Construction + Management Team, LLC.-General Construction-1.25% (\$187,968.75)
- Bazanj Construction-General Commercial Contracting-1.25% (\$187,968.75)

DPC General Contractors, Inc.:

Allien Demolition, Inc.-Demolition-10% (\$1,503,750)

Decon Environmental & Engineering, Inc.:

F & F Engineering-Site Preparation, Industrial Bldg. Construction-10% (\$1,503,750)

Cherokee Enterprises, Inc.:

Ruben Electric Technology, Inc.-Electrical Work-10% (\$1,503,750)

**RESPONSIBLE WAGES:** No

**PROJECT MANAGER:** Foster Mack, (305) 876-8326, [fmack@miami-airport.com](mailto:fmack@miami-airport.com)



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Jack Osterholt, Deputy Mayor



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** September 18, 2012

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 8(A)(2)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(A)(2)

9-18-12

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING FOUR NON-EXCLUSIVE CONTRACTS FOR THE MIAMI-DADE AVIATION DEPARTMENT, HAZARDOUS MATERIAL REMOVAL CONTRACT, PROJECT NUMBER ITB NO. MDAD-03-11 TO CHEROKEE ENTERPRISES, INC., DPC GENERAL CONTRACTORS, INC. DECON ENVIRONMENTAL & ENGINEERING, INC., AND MCO ENVIRONMENTAL, INC., FOR A MAXIMUM SHARED CONTRACT AMOUNT OF \$15,037,500, FOR A TERM OF FIVE (5) YEARS; AND AUTHORIZING THE MAYOR TO EXECUTE SAME AND TO EXERCISE THE TERMINATION PROVISIONS CONTAINED THEREIN

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves four non-exclusive contract award recommendations for Hazardous Material Removal, Project Number ITB No. MDAD-03-11 for a non-exclusive "Hazardous Material Removal Contract" (the "Contract") with Cherokee Enterprises, Inc., DPC General Contractors, Inc., Decon Environmental & Engineering, Inc., And MCO Environmental, Inc. for a Contract term of five (5) years and in a maximum shared amount of \$15,037,500 inclusive of the Inspector General account; and authorizes the Mayor or his designee to execute the same on behalf of the County and to exercise the termination provisions.

The foregoing resolution was offered by Commissioner  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 18<sup>th</sup> day of September, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



David M. Murray

## CONTRACT SUMMARY

THIS CONTRACT made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Miami-Dade County, Florida, by its Board of County Commissioners, hereinafter called the Owner and \_\_\_\_\_ hereinafter called the Contractor:

**PROJECT TITLE:** Hazardous Material Removal Contract

**PROJECT NO:** JTB MDAD-03-11

WITNESSETH, that the said Contractor, for and in consideration of mutual covenants contained herein, and in exchange for being allowed to bid on Project Orders for Projects as may be subsequently issued hereunder, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the work and labor, in a satisfactory and workmanlike manner and to provide all other services, required to complete the Hazardous Material Removal Contract and all Projects as may be subsequently assigned by Project Orders issued thereunder within the time specified, in strict and entire conformity with the Project Orders and these Contract Documents, including any Plans and Technical Specifications and other conditions which may be issued with each Project Order, and any procedures, issued by a Project Order, designed to assist the administration and governance of the Contract, all of which are hereby incorporated by reference into this Non-Exclusive Contract.

The Contractor acknowledges that it has submitted a Bid to the County for providing services as required by this Non-Exclusive Contract and that said Bid, not inconsistent with the terms of this Non-Exclusive Contract, which the County has relied upon in the award of this Non- Exclusive Contract, is hereby incorporated into this Non-Exclusive Contract by reference.

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work and services, and to defend, indemnify and save harmless the County and all its officers, agents and employees against and from all suits and costs of every kind and description, and from all damages to which the said County or any of its officers, agents or employees may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the aforesaid work, or through any act or omission on the part of the Contractor, or its subcontractors, agents or employees, except to the extent caused by the negligence of County Officers or employees.

## CONTRACT SUMMARY

The term of this Non-Exclusive Contract is five (5) years from the date of the first Project Order Notice To Proceed with an additional year for completion of work already started.

The County hereby agrees to pay to the Contractor the amount specified in each Project Order awarded to that Contractor for each Project and in accordance with the provisions of these Contract Documents. In no event shall the maximum sum of expenditures on the Non-Exclusive Hazardous Material Removal Contracts, exceed Fifteen Million dollars (\$15,000,000) during the entire term of the Non-Exclusive Contract, which shall not include any amount paid to the Inspector General. The Contractor is not entitled to any minimum amount of work, or any minimum amount of compensation.

INSPECTOR GENERAL AUDIT ACCOUNT.....	\$ 37,500.00
MAXIMUM CONTRACT AMOUNT.....	\$ 15,000,000.00
<u>TOTAL CONTRACT AMOUNT.....</u>	<u>\$ 15,037,500.00</u>

The maximum Contract amount is subject to such additions and deductions as may be provided for in the Project Orders. Provisions will be applicable during the competitive bidding phase and life of the Contract.

CONTRACT SUMMARY (Cont'd)

IN WITNESS WHEREOF, the above parties have caused this Contract to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS  
OF MIAMI-DADE COUNTY, FLORIDA,

ATTEST: Harvey Ruvin Clerk

By: \_\_\_\_\_  
Mayor or designee

By: \_\_\_\_\_  
Deputy Clerk

(MIAMI-DADE COUNTY SEAL)

CONTRACTOR (If Corporation)

CHEROKEE ENTERPRISES, INC.  
(Corporate Name)

Approved for Form and Legal Sufficiency

By: Chris De Maul  
President

\_\_\_\_\_  
(Assistant County Attorney)

Attest: [Signature]  
Secretary

CONTRACTOR (if Partnership or Corporate Joint Venture)

(A) PARTNERSHIP OR  
CORPORATE JOINT VENTURER:

(B) PARTNERSHIP OR  
CORPORATE JOINT VENTURER:

\_\_\_\_\_  
(Corporate Name)

\_\_\_\_\_  
(Corporate Name)

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

Attest \_\_\_\_\_  
Secretary

Attest \_\_\_\_\_  
Secretary

(ATTACH ADDITIONAL SHEETS FOR EACH JOINT VENTURER, AS NEEDED)

(CORPORATE SEAL)

NAME OF MANAGING JOINT VENTURER:

By \_\_\_\_\_  
Signature of Authorized Representative of Joint Venture

Witnesses as to Above

\_\_\_\_\_  
\_\_\_\_\_

**BIDDERS QUALIFICATIONS FORM**

**MIAMI-DADE COUNTY, FLORIDA**

**DATE:** 6/24/2012

**BIDDER** Cherokee Enterprises, Inc.

**ADDRESS** 14474 Commerce Way, Miami Lakes, FL 33016

**TELEPHONE No.** 305.828.3353

**PROJECT TITLE** Hazardous Material Removal Contract

**PROJECT NUMBER** ITB No. MDAD-03-11

**THE UNDERSIGNED, AS BIDDER, HEREBY DECLARES THAT:**

The only person or persons interested in this Bid as Principal, or Principals, is or are named herein and that no person other than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that it has examined the Bid Documents and the site of the Work and is fully informed in regard to the Work to be performed and accepts all conditions pertaining to the place where the Work is to be done.

**THE BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:**

Addendum No. 01 Addendum No. 02 Addendum No.     Addendum No.    

Addendum No.     Addendum No.     Addendum No.     Addendum No.    

Failure to acknowledge addenda shall not relieve such bidder from its obligation under this bid.

**THE BIDDER FURTHER AGREES THAT:**

**BID ACCEPTANCE:** If this Bid is accepted, to Contract with Miami-Dade County, Florida, in the form of Contract attached, in strict accordance with the Bid Documents and to furnish the prescribed \$1.5 million Performance and Payment Bond exclusive of the amount of the Inspector General audit account, and to furnish the required evidence of the specified insurance, all within the applicable time.

**BID GUARANTY:** Each Bid must be accompanied by a Bid Guaranty in the amount and manner stipulated in the Instructions to Bidders. The Bidder shall not withdraw this Bid after bid opening for the Period stipulated as the bid guaranty period in the Advertisement for Bids.

**COMMUNITY SMALL BUSINESS ENTERPRISE PROGRAM:** The Bidder, when applicable, shall comply with the following Contract Measures. Contract Measures are based on the Contract Amount, exclusive of the amount of the Inspector General audit account.

**THE CONTRACT MEASURE(S) APPLICABLE TO THIS PROJECT:**

	CSBE
Subcontractor Goals	10%

**COMMUNITY WORKFORCE PROGRAM (CWP):** Community Workforce Goal is a requirement that a percentage of the workforce performing construction trades work and labor under a Capital Construction Contract/Work Orders are residents of a Designated Target Area.

If a Project Order (PO) issued under this project is longer than 30 days and is equal to or greater than \$250,000.00, it is subject to a Community Workforce Program (CWP) goal, and will be presented to SPEED/SBD for the application of a CWP goal.

**CWP LIQUIDATED DAMAGES:** In the event that at Contract completion the Contractor has not achieved the established local Workforce Goal, Liquidated Damages of a minimum of \$1,500.00 per position by which the Contractor fails to comply with such goal or the wages that would have been payable for such position had the person(s) been hired for the position as listed on the approved Workforce Plan including all approved revisions to the Workforce Plan, whichever is greater, shall be assessed in accordance with Special Provisions 3, Community Workforce Program Participation Provisions.

Due to the nature of work for this project; if the CWP established for Work Orders that exceed thirty days cannot be achieved, this requirement may be waived at the County's discretion.

**CONTRACT TIME:** The Contract Time for this Work is five (5) years from the date of the first Project Order Notice To Proceed, with an additional year for completion of work already started.

**RESPONSIBLE WAGE AND BENEFITS MIAMI-DADE COUNTY CODE SECTION 2-11.16:** In the event that no Federal Funds are involved in this Contract, the minimum wage rates for laborers, mechanics and apprentices shall be not less than those established by Miami-Dade County in accordance with the Responsible Wages and Benefits requirements of Miami-Dade County Code Section 2-11.16, which are included in Special Provisions 2 and that Bidder acknowledges awareness of the penalties for non-compliance with the said requirements.

**LICENSE REQUIREMENTS:** A Bidder must hold and present evidence of, at the time of Bid submission, (and maintain same throughout the duration of the Contract) the following:

- A. (1) A Certificate of Certification as a General Contractor issued by the State of Florida Construction Industry Licensing Board pursuant to the provisions of Florida Statutes Section 489.115; **or**,
- (2) A Certificate of Registration as a General Contractor issued by the State of Florida Construction Industry Licensing 489.117; **and**, hold a Certification of Competency as a General Contractor issued by the Miami-Dade Construction Trades Qualifying Board pursuant to the provisions of Section 10-3 (a) of the Miami-Dade County Code; **or**,
- (3 ) A Certificate of Competency as a Sub-general Building Contractor issued by the Miami-Dade Construction Trades Qualifying Board pursuant to the provisions of Section 10-3 of the Miami-Dade Code;  
**and**,
- B. Be licensed as an Asbestos Contractor License pursuant to the provision of Florida Statutes Section 455.303; **and**
- C. Maintain a Florida Certified Asbestos Supervisor on staff locally; **and**
- D. EPA Accredited Contractor that is certified to engage in lead based paint activities; **and**
- E. State Certified Mold Remediator; **and**
- F. National Air Duct Cleaners Association (NADCA) Certified HVAC System Remediator and Air Duct Cleaning Specialist.

**MIAMI-DADE COUNTY**  
**MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS**

This sworn statement is submitted for:

PROJECT TITLE Hazardous Material Removal Contract

PROJECT NUMBER ITB No. MDAD-03-11

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared Amanuel Worku (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

Cherokee Enterprises, Inc.

(Name of Entity)

14474 Commerce Way, Miami Lakes, FL 33016

(Address of Entity)

6 / 5 - 0 / 8 / 9 / 1 / 1 / 5 / 8  
Federal Employment Identification Number

hereinafter referred to as the Entity being its

Other Authorized Officer  
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits and say as follows.

**AFFIDAVIT No. 1  
PUBLIC ENTITY CRIMES  
SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES**

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation."

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means "a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere."

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate."

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

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.] Florida**

**AFFIDAVIT No. 1 (Continued)**  
**PUBLIC ENTITY CRIMES**  
**SWORN STATEMENT UNDER SECTION 287.133(3)(a),**  
**FLORIDA STATUTES (Cont'd)**

  X   Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management, of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989. <sup>o</sup>

       The Entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, or an affiliate of the Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. **[Please indicate which additional statement applies.]**

       There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

       The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

       The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of Management Services.]**

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**AFFIDAVIT No. 2**  
**CRIMINAL RECORD AFFIDAVIT**  
**PURSUANT TO SECTION 2-8.6 OF THE**  
**MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

  X   has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

       has been convicted of a felony during the past ten (10) years, or as of the date of submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

**AFFIDAVIT No. 3**  
**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH**  
**FLORIDA TRENCH SAFETY ACT (SECTION 553.60-553.64, FLORIDA STATUTES)**  
**(Required with the Project Order)**

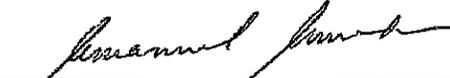
1. By submission of his bid and subsequent execution of this Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his control (by his own forces or by his Subcontractors) shall be accomplished in strict adherence with OSHA Trench Safety Standards contained in 29 C.F.R., s. 1926, 650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.
2. The undersigned Bidder certifies that as successful Bidder (Contractor) he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.
3. The Bidder acknowledges that included in the various items listed in the Schedule of Prices Bid, and in the Total Amount Bid are costs for complying with the Florida Trench Safety Act (Sections 553.60-553.64, Florida Statutes). The bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SY, etc.)	Unit Quantity	Unit Cost	Extended Cost
A.					\$
B.					\$
C.					\$
D.					\$
E.					\$

**NOT REQUIRED AT THIS TIME**

**AFFIDAVIT No. 4  
RESPONSIBLE WAGE AFFIDAVIT**

Above named bidder shall pay workers on the project minimum wage rates in accordance with Section 2-11.16 of the Miami-Dade County Code, and the Labor Provisions of the Contract Documents.

  
\_\_\_\_\_  
(Signature of Authorized Representative)

Title VP of Engineering Services

Date 6/24/2012

STATE OF: FLORIDA

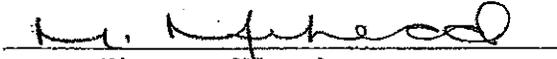
COUNTY OF: MIAMI-DADE

The above affidavits were acknowledged before me this 24<sup>th</sup> day of JUNE, 2012,

By AMANUEL WORKU  
(Authorized Representative)

of CHEROKEE ENTERPRISES, INC.  
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

  
\_\_\_\_\_  
(Signature of Notary)

Notary Stamp or Seal:

MELISSA MUIRHEAD  
(Print Name)



MELISSA MUIRHEAD  
MY COMMISSION # DD 782013  
EXPIRES: August 22, 2012  
Bonded thru Budget Notary Services

Notary Commission Number: DD 782013

My Commission Expires: 8/22/2012

**CLAIM OF A BID PREFERENCE BASED UPON PARTICIPATION IN THE  
CSBE MENTOR-PROTÉGÉ or WORKER TRAINING PROGRAM**

The Bidder hereby makes claim for a bid preference that is based upon one, or more, of the following activities that the Bidder is or has participated: (mark all that apply)

- Actively and successfully participating in a SPEED/SBD-approved Mentor-Protégé relationship, as either a Mentor or a Protégé, for at least six (6) months prior to the bid submittal date for the bid for which the bid preference is being sought; or
- currently participating in, or currently providing significant funding for, a CSBE Advisory Board-approved Worker Training Program; or
- have successfully completed a SPEED/SBD approved Mentor-Protégé relationship, as either a Mentor or a Protégé, within the twelve (12) months prior to the bid submittal date for the bid for which the bid preference is being sought.

The Bidder shall attach a narrative, in a format of the Bidder's choice, which provides support for each the above choices that are made a part of the claim. The narrative shall provide the relative specifics of the particular program to include the name of the SPEED/SBD current or former point-of-contact(s).

SPEED/SBD will evaluate the Bidder's claim and make a determination as to whether the Bidder has been actively and successfully participating in or has successfully completed a SPEED/SBD-approved Mentor-Protégé relationship. For the Worker Training Program, SPEED/SBD shall determine the level of participation in, and/or level of funding provided that is appropriate for qualification for the bid preference. Any applicability of a bid preference to the current bid shall be in accordance with the CSBE Participation Provisions.

**PARTICIPATION IN A CSBE MENTOR-PROTÉGÉ OR WORKER TRAINING PROGRAM IS NOT  
APPLICABLE TO CEP'S BID.**

## CONDITION OF AWARD REQUIREMENTS

The following documents having page numbers starting with the prefix "AR" are required to be executed by the selected Contractor prior to award of the Contract. The selected Contractor will be notified as to when these documents are due, but should not wait for such notification prior to gathering the information required. The required documents are:

- **Affirmation of Vendor Affidavits:**..... Page AR-2
- **Collusion Affidavit** .....Page AR-3
- **Subcontractor/Supplier Listing:**..... Page AR-4
- **Subcontracting Policies Statement:** ..... Page AR-5  
(Also required, but no format (insert page is provided))
- **Proof of Authorization to do Business:** .....Page AR-6  
(Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S., if applicable.)  
(Also required, but no format (insert page is provided))
- **Affidavit – Scrutinized Companies with Activities in Sudan or Iran Petroleum Energy Sector Lists F.S. 215.473** .....Page AR-7

The Contractor's adherence to the requirements and execution of the following "AR" documents (when applicable) will be after final award of the Contract.

- **Community Workforce Program:** ..... Page AR-8
- **Miami-Dade County Clearinghouse Procedures For Placing Job Opportunities:**..... Page AR-9
- **Construction Clearing House Job Opportunity:**..... Page AR-10
- **CSBE Schedule of Values (provided by Bidder)**

**Miami-Dade County  
Affirmation of Vendor Affidavits**

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective July 1, 2008, vendors are required to complete a *new* Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

**Contract No. ITB No. MDAD-03-11**      **Federal Employer  
Identification No. (FEIN): 65-0891158**

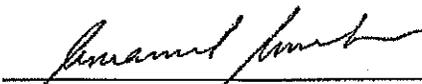
**Contract Title: Hazardous Material Removal Contract**

**Affidavits and Legislation/Governing Body**

1.	<i>Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code</i>	6.	<i>Miami-Dade County Vendor Obligation to County Sec. 2-8.1 of the County Code</i>
2.	<i>Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code</i>	7.	<i>Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1 (c) of the County Code</i>
3.	<i>Miami-Dade County Employment Drug-free Workplace Certification Sec. 2-8.1.2(b) of the County Code</i>	8.	<i>Miami-Dade County Family Leave Article V of Chapter 11 of the County Code</i>
4.	<i>Miami-Dade County Disability Non- Discrimination Article 1, Section 2.8.1.6 Resolution R182-00 amending R-385-95</i>	9.	<i>Miami-Dade County Living Wage Sec. 2-8.9 of the County Code (Not applicable)</i>
5.	<i>Miami-Dade County Debarment Disclosure Section 10-38 of the County Code</i>	10.	<i>Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60, 11A-67 of the County Code</i>

Amanuel Worku, P.E.  
Printed Name of Affiant

Vice-President of Engineering Services  
Printed Title of Affiant

  
Signature of Affiant

Cherokee Enterprises, Inc.  
Name of Firm

6/24/2012  
Date

14474 Commerce Way, Miami Lakes, FL 33016  
Address of Firm (include State, Zip Code)

**COLLUSION AFFIDAVIT**

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

I, being duly first sworn, hereby state that the Bidder of this contract:

is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

**OR**

is related to the following parties who bid in the solicitation which are identified and listed below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such Bids. Related parties shall mean Bidders or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another Bidder for the same agreement or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder or for the same agreement. Bids found to be collusive shall be rejected.

By: *Amanuel Worku* June 24, 20 12  
Signature of Affiant Date

Amanuel Worku, P.E. VP of Engineering Services 6 / 5 0 / 8 / 9 / 1 / 1 / 5 / 8 /  
Printed Name of Affiant and Title Federal Employer Identification Number

Cherokee Enterprises, Inc.  
Printed Name of Firm

14474 Commerce Way, Miami Lakes, FL 33016  
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 24<sup>th</sup> day of JUNE, 20 12

He/She is personally known to me or has presented \_\_\_\_\_ as identification.

*M. Muirhead* Type of identification  
Signature of Notary DD 782013  
Serial Number

MELISSA MUIRHEAD  
Print or Stamp Name of Notary  
8/22/2012  
Expiration Date

Notary Public - State of FLORIDA

Notary Seal  MELISSA MUIRHEAD  
MY COMMISSION # DD 782013  
EXPIRES: August 22, 2012  
Bonded thru Budget Notary Services

**SUBCONTRACTOR/SUPPLIER LISTING**  
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent: **Cherokee Enterprises, Inc.**      FEIN # **65-0891158**

Project/Contract Number: **Hazardous Material Removal, MDAD-03-01**

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. (Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)						Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Race/Ethnicity						Race/Ethnicity							
			Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other
Ruben Electric Technology  World Petroleum Corp.	Emilio Grullon  Eric Miranda	Electrical  Hazardous Waste Removal, Industrial & Env. Services	M	F	X					M	F	3	1	1	3	

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.asp>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent:       Print Name: **Emanuel Worku, P.E.**      VP of Engineering      Date: **6/21/2012**

is done without consideration of the race, age, sex, religion, color, national origin, sexual preference, or status as a veteran of the firms.

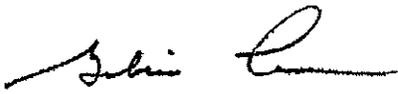
All firms seeking to conduct business with CEI will be required to complete a vendor qualification package consisting of a credit check, certificate of insurance, and a signed subcontract agreement. The signed subcontract agreement also requires our suppliers to comply with all of the regulations applying to CEI.

CEI will make every effort to locate and identify minority- and underutilized community-owned firms prior to making final supplier decisions. Decision-makers will review the available community business enterprises (CBE), community small business enterprise (CSBE), and disadvantaged business enterprise (DBE) within all of the applicable vendor categories to seek out qualified firms for quotations. CEI, as an entrepreneurial-based firm, provides significant independence to decision-makers on major project, technical, and administrative decisions. Through our own status as a 100% minority-owned firm, CEI constantly emphasizes the importance of proactively seeking qualified minority-owned firms for inclusion.

Due to CEI's dual role as an engineering and construction firm, we have strict requirements from our bonding and insurance agents on subcontracting. Through a process of audits, CEI has established these procedures as the most effective procurement policy that both minimizes our liabilities and ensures equal opportunity for minority vendors. It is our policy to generally work within our pre-qualified pool of subcontractors and vendors. Therefore, our minority-owned business enterprise utilization efforts are generally made on a corporate- or location-wide basis, as opposed to soliciting bids on every individual project. We also adhere to the CBE/CSBE/DBE requirements of our contracts with Miami-Dade County.

In addition, all successful bidders/respondents on this Contract shall be subject to and comply with Miami-Dade County Section 2-8.8(4), requiring bidders/respondents to provide a detailed statement of their policies and procedures for awarding Subcontractors which:

- Notifies the broadest number of local Subcontractors of the opportunity to be awarded a Subcontract;
- Invites local subcontractors to submit bids in a practical, expedient way;
- Provides local Subcontractors access to information necessary to prepare and formulate a subcontracting bid;
- Allows local Subcontractors to meet with appropriate personnel of the bidder to discuss the bidders requirements; and,
- Awards Subcontracts based on full and complete consideration of all submitted proposals and in accordance with the bidders stated objectives.



CEO/President

6/24/2012

Date

AR-5

## **SUBCONTRACTING POLICIES STATEMENT PURSUANT TO SECTION 2-8.8(4) OF THE CODE**

Subcontracting Policies Statement (County Code 2-8.8(4)). For all contracts in which a Bidder may use a Subcontractor, prior to contract award, the Bidder shall provide a detailed statement of its policies and procedures for awarding subcontracts. Failure to provide the required statement shall preclude the from receiving the contract. The format for this document is the Bidder's choice.

### **Procurement Policy:**

---



#### **Procurement Policy**

It is a policy of Cherokee Enterprises, Inc. (CEI) and all of subsidiaries and affiliates to afford equal opportunity to all vendors and suppliers of material to firms providing goods and services to shall not be discriminated against based on the owner's race, age, sex, religion, color, national origin, or status as a veteran.

Cherokee Enterprises, Inc. (CEI) will:

1. Solicit bids from all qualified firms, regardless of ownership. Including the utilization of lists of qualified vendors maintained by the County.
2. Evaluate all bids so as to further the principles of non-discrimination and equal opportunity.
3. Ensure that final purchases are in accordance with the principals of equal opportunity.
4. Ensure that all procurement actions such as repeat purchases, extensions, change orders, acceptance policy, etc., will be administered without regard to race, age, sex, religion, status as a veteran or national origin.

### **Procurement Procedure:**

---



#### **Procurement Procedure**

Cherokee Enterprises, Inc. (CEI) will purchase all commodities, equipment, materials, and services through the normal purchasing procedures implemented by department heads, supervisors and others responsible for purchasing for CEI. This normal process

**PROOF OF AUTHORIZATION TO DO BUSINESS**  
(Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S., if applicable.)

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

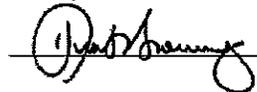
I certify from the records of this office that **CHEROKEE ENTERPRISES, INC.** is a corporation organized under the laws of the State of Florida, filed on January 25, 1999.

The document number of this corporation is P99000008746.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on January 4, 2012, and 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 Florida, at Tallahassee, the Capital, this the Fifth day of January, 2012*



***Secretary of State***



Authentication ID: 000216268170-010312-P99000008746

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.  
<https://efile.sunbiz.org/certauthver.html>

AR-6

**AFFIDAVIT**

**SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN  
OR IRAN PETROLEUM ENERGY SECTOR LISTS  
FLORIDA STATUTES 215.473**

Pursuant to 215.473, F.S., the {Cherokee Enterprises, Inc.} ("Entity") must disclose, if the Entity or any of its officers, directors, or executives are doing certain types of business in or with Sudan or Iran.

Indicate below if the above named Entity, as of the date of submission:

X has not engaged in commerce in any form in Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

\_\_\_\_\_ has engaged in commerce with Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

**CONSULTANT**

Cherokee Enterprises, Inc.  
(Legal Name of Corporation)

**ATTEST:**

Secretary   
(Signature and Seal)

By:   
Consultant Signature

Gabino Cuevas, CEO  
(Type Name & Title)

Name: Amanuel Worku

VP of Engineering  
(Type Name & Title)

AR-7

## CONTRACT SUMMARY

THIS CONTRACT made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Miami-Dade County, Florida, by its Board of County Commissioners, hereinafter called the Owner and \_\_\_\_\_ hereinafter called the Contractor:

**PROJECT TITLE:** Hazardous Material Removal Contract

**PROJECT NO:** ITB MDAD-03-11

WITNESSETH, that the said Contractor, for and in consideration of mutual covenants contained herein, and in exchange for being allowed to bid on Project Orders for Projects as may be subsequently issued hereunder, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the work and labor, in a satisfactory and workmanlike manner and to provide all other services, required to complete the Hazardous Material Removal Contract and all Projects as may be subsequently assigned by Project Orders issued thereunder within the time specified, in strict and entire conformity with the Project Orders and these Contract Documents, including any Plans and Technical Specifications and other conditions which may be issued with each Project Order, and any procedures, issued by a Project Order, designed to assist the administration and governance of the Contract, all of which are hereby incorporated by reference into this Non-Exclusive Contract.

The Contractor acknowledges that it has submitted a Bid to the County for providing services as required by this Non-Exclusive Contract and that said Bid, not inconsistent with the terms of this Non-Exclusive Contract, which the County has relied upon in the award of this Non- Exclusive Contract, is hereby incorporated into this Non-Exclusive Contract by reference.

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work and services, and to defend, indemnify and save harmless the County and all its officers, agents and employees against and from all suits and costs of every kind and description, and from all damages to which the said County or any of its officers, agents or employees may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the aforesaid work, or through any act or omission on the part of the Contractor, or its subcontractors, agents or employees, except to the extent caused by the negligence of County Officers or employees.

## CONTRACT SUMMARY

The term of this Non-Exclusive Contract is five (5) years from the date of the first Project Order Notice To Proceed with an additional year for completion of work already started.

The County hereby agrees to pay to the Contractor the amount specified in each Project Order awarded to that Contractor for each Project and in accordance with the provisions of these Contract Documents. In no event shall the maximum sum of expenditures on the Non-Exclusive Hazardous Material Removal Contracts, exceed Fifteen Million dollars (\$15,000,000) during the entire term of the Non-Exclusive Contract, which shall not include any amount paid to the Inspector General. The Contractor is not entitled to any minimum amount of work, or any minimum amount of compensation.

INSPECTOR GENERAL AUDIT ACCOUNT .....	\$ 37,500.00
MAXIMUM CONTRACT AMOUNT.....	\$ 15,000,000.00
<u>TOTAL CONTRACT AMOUNT</u> .....	<u>\$ 15,037,500.00</u>

The maximum Contract amount is subject to such additions and deductions as may be provided for in the Project Orders. Provisions will be applicable during the competitive bidding phase and life of the Contract.

CONTRACT SUMMARY (Cont'd)

IN WITNESS WHEREOF, the above parties have caused this Contract to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,

ATTEST: Harvey Ruvin Clerk

By: \_\_\_\_\_  
Mayor or designee

By: \_\_\_\_\_  
Deputy Clerk

(MIAMI-DADE COUNTY SEAL)

CONTRACTOR (If Corporation)

Approved for Form and Legal Sufficiency

Decon Environmental Engineering  
(Corporate Name)

By: Sara Levin  
President

\_\_\_\_\_  
(Assistant County Attorney)

Attest: \_\_\_\_\_  
Secretary

CONTRACTOR (if Partnership or Corporate Joint Venture)

(A) PARTNERSHIP OR CORPORATE JOINT VENTURER:

(B) PARTNERSHIP OR CORPORATE JOINT VENTURER:

\_\_\_\_\_  
(Corporate Name)

\_\_\_\_\_  
(Corporate Name)

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

Attest \_\_\_\_\_  
Secretary

Attest \_\_\_\_\_  
Secretary

(ATTACH ADDITIONAL SHEETS FOR EACH JOINT VENTURER, AS NEEDED)

NAME OF MANAGING JOINT VENTURER:

(CORPORATE SEAL)

By \_\_\_\_\_  
Signature of Authorized Representative of Joint Venture

Witnesses as to Above

\_\_\_\_\_  
\_\_\_\_\_



BIDDERS QUALIFICATIONS FORM

MIAMI-DADE COUNTY, FLORIDA

DATE: 6/11/12

BIDDER Decon Environmental Engineering

ADDRESS 2652 NW 31st Avenue, Ft. Lauderdale, FL 33311

TELEPHONE No. 954-485-8800

PROJECT TITLE Hazardous Material Removal Contract

PROJECT NUMBER ITB NO. MDAD-03-11

THE UNDERSIGNED, AS BIDDER, HEREBY DECLARES THAT:

The only person or persons interested in this Bid as Principal, or Principals, is or are named herein and that no person other than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that it has examined the Bid Documents and the site of the Work and is fully informed in regard to the Work to be performed and accepts all conditions pertaining to the place where the Work is to be done.

THE BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

Addendum No. 1 Addendum No. 2 Addendum No. Addendum No. Addendum No. Addendum No.

Failure to acknowledge addenda shall not relieve such bidder from its obligation under this bid.

THE BIDDER FURTHER AGREES THAT:

BID ACCEPTANCE: If this Bid is accepted, to Contract with Miami-Dade County, Florida, in the form of Contract attached, in strict accordance with the Bid Documents and to furnish the prescribed \$1.5 million Performance and Payment Bond exclusive of the amount of the Inspector General audit account, and to furnish the required evidence of the specified insurance, all within the applicable time.

BID GUARANTY: Each Bid must be accompanied by a Bid Guaranty in the amount and manner stipulated in the Instructions to Bidders. The Bidder shall not withdraw this Bid after bid opening for the Period stipulated as the bid guaranty period in the Advertisement for Bids.

COMMUNITY SMALL BUSINESS ENTERPRISE PROGRAM: The Bidder, when applicable, shall comply with the following Contract Measures. Contract Measures are based on the Contract Amount, exclusive of the amount of the Inspector General audit account.

THE CONTRACT MEASURE(S) APPLICABLE TO THIS PROJECT:

	CSBE
Subcontractor Goals	10%

**COMMUNITY WORKFORCE PROGRAM (CWP):** Community Workforce Goal is a requirement that a percentage of the workforce performing construction trades work and labor under a Capital Construction Contract/Work Orders are residents of a Designated Target Area.

If a Project Order (PO) issued under this project is longer than 30 days and is equal to or greater than \$250,000.00, it is subject to a Community Workforce Program (CWP) goal, and will be presented to SPEED/SBD for the application of a CWP goal.

**CWP LIQUIDATED DAMAGES:** In the event that at Contract completion the Contractor has not achieved the established local Workforce Goal, Liquidated Damages of a minimum of \$1,500.00 per position by which the Contractor fails to comply with such goal or the wages that would have been payable for such position had the person(s) been hired for the position as listed on the approved Workforce Plan including all approved revisions to the Workforce Plan, whichever is greater, shall be assessed in accordance with Special Provisions 3, Community Workforce Program Participation Provisions.

Due to the nature of work for this project; if the CWP established for Work Orders that exceed thirty days cannot be achieved, this requirement may be waived at the County's discretion.

**CONTRACT TIME:** The Contract Time for this Work is five (5) years from the date of the first Project Order Notice To Proceed, with an additional year for completion of work already started.

**RESPONSIBLE WAGE AND BENEFITS MIAMI-DADE COUNTY CODE SECTION 2-11.16:** In the event that no Federal Funds are involved in this Contract, the minimum wage rates for laborers, mechanics and apprentices shall be not less than those established by Miami-Dade County in accordance with the Responsible Wages and Benefits requirements of Miami-Dade County Code Section 2-11.16, which are included in Special Provisions 2 and that Bidder acknowledges awareness of the penalties for non-compliance with the said requirements.

**LICENSE REQUIREMENTS:** A Bidder must hold and present evidence of, at the time of Bid submission, (and maintain same throughout the duration of the Contract) the following:

- A. (1) A Certificate of Certification as a General Contractor issued by the State of Florida Construction Industry Licensing Board pursuant to the provisions of Florida Statutes Section 489.115; **or**,
  - (2) A Certificate of Registration as a General Contractor issued by the State of Florida Construction Industry Licensing 489.117; **and**, hold a Certification of Competency as a General Contractor issued by the Miami-Dade Construction Trades Qualifying Board pursuant to the provisions of Section 10-3 (a) of the Miami-Dade County Code; **or**,
  - (3 ) A Certificate of Competency as a Sub-general Building Contractor issued by the Miami-Dade Construction Trades Qualifying Board pursuant to the provisions of Section 10-3 of the Miami-Dade Code;  
**and**,
- B. Be licensed as an Asbestos Contractor License pursuant to the provision of Florida Statutes Section 455.303; **and**
  - C. Maintain a Florida Certified Asbestos Supervisor on staff locally; **and**
  - D. EPA Accredited Contractor that is certified to engage in lead based paint activities; **and**
  - E. State Certified Mold Remediator; **and**
  - F. National Air Duct Cleaners Association (NADCA) Certified HVAC System Remediator and Air Duct Cleaning Specialist.

**MIAMI-DADE COUNTY  
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS**

This sworn statement is submitted for:

PROJECT TITLE Hazardous material Removal Contract

PROJECT NUMBER ITB NO. MDAD-03-11

COUNTY OF Broward

STATE OF Florida

Before me the undersigned authority appeared Alon Levin (Print Name) who is personally known to me or

who has provided as identification and who (did or did not) take an oath, and who stated:

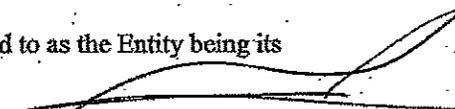
That he/she is the duly authorized representative of

Decon Environmental Engineering  
(Name of Entity)

2652 NW 31<sup>st</sup> Ave., Ft. Lauderdale, FL 33311  
(Address of Entity)

615-010101919310  
Federal Employment Identification Number

hereinafter referred to as the Entity being its

 Vice-President  
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits and say as follows.

**AFFIDAVIT No. 1**  
**PUBLIC ENTITY CRIMES**  
**SWORN STATEMENT UNDER SECTION 287.133(3)(a),**  
**FLORIDA STATUTES**

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation."

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means "a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere."

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate."

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

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

**AFFIDAVIT No. 1 (Continued)**  
**PUBLIC ENTITY CRIMES**  
**SWORN STATEMENT UNDER SECTION 287.133(3)(a),**  
**FLORIDA STATUTES (Cont'd)**

Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management, of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The Entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, or an affiliate of the Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. [Please indicate which additional statement applies.]

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

\_\_\_\_\_ The person or affiliate has been placed on the convicted vendor list. [Please describe any action taken by or pending with the Florida Department of Management Services.]

---

**AFFIDAVIT No. 2**  
**CRIMINAL RECORD AFFIDAVIT**  
**PURSUANT TO SECTION 2-8.6 OF THE**  
**MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

\_\_\_\_\_ has been convicted of a felony during the past ten (10) years, or as of the date of submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

AFFIDAVIT No. 4  
RESPONSIBLE WAGE AFFIDAVIT

Above named bidder shall pay workers on the project minimum wage rates in accordance with Section 2-11.16 of the Miami-Dade County Code, and the Labor Provisions of the Contract Documents.

[Signature]  
\_\_\_\_\_  
(Signature of Authorized Representative)

Title Vice-President

Date 6/11/12

STATE OF: Florida  
COUNTY OF: Broward

The above affidavits were acknowledged before me this 11 day of June, 2012

By Alon Levin  
\_\_\_\_\_  
(Authorized Representative)

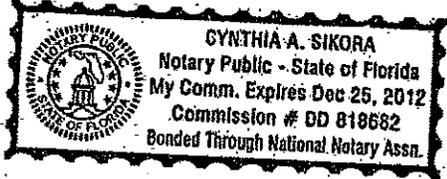
of Decon Environmental Engineering  
\_\_\_\_\_  
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

[Signature]  
\_\_\_\_\_  
(Signature of Notary)

Cynthia Sikora  
\_\_\_\_\_  
(Print Name)

Notary Stamp or Seal:



Notary Commission Number: DD 818682

My Commission Expires: 12/25/12

## CONDITION OF AWARD REQUIREMENTS

The following documents having page numbers starting with the prefix "AR" are required to be executed by the selected Contractor prior to award of the Contract. The selected Contractor will be notified as to when these documents are due, but should not wait for such notification prior to gathering the information required. The required documents are:

- **Affirmation of Vendor Affidavits:**..... Page AR-2
- **Collusion Affidavit** .....Page AR-3
- **Subcontractor/Supplier Listing:**..... Page AR-4
- **Subcontracting Policies Statement:** ..... Page AR-5  
(Also required, but no format (insert page is provided))
- **Proof of Authorization to do Business:** .....Page AR-6  
(Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S., if applicable.)  
(Also required, but no format (insert page is provided))
- **Affidavit – Scrutinized Companies with Activities in Sudan or Iran Petroleum Energy Sector Lists F.S. 215.473** .....Page AR-7

The Contractor's adherence to the requirements and execution of the following "AR" documents (when applicable) will be after final award of the Contract.

- **Community Workforce Program:** ..... Page AR-8
- **Miami-Dade County Clearinghouse Procedures For Placing Job Opportunities:**..... Page AR-9
- **Construction Clearing House Job Opportunity:**..... Page AR-10
- **CSBE Schedule of Values (provided by Bidder)**

**Miami-Dade County  
Affirmation of Vendor Affidavits**

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective July 1, 2008, vendors are required to complete a *new* Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form); before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. ITB NO. MDAD-03-11 Federal Employer Identification No. (FEIN): 65-0009930

Contract Title: Hazardous Material Removal Contract

**Affidavits and Legislation/Governing Body**

1. <i>Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code</i>	6. <i>Miami-Dade County Vendor Obligation to County Sec. 2-8.1 of the County Code</i>
2. <i>Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code</i>	7. <i>Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1 (e) of the County Code</i>
3. <i>Miami-Dade County Employment Drug-free Workplace Certification Sec. 2-8.1.2(b) of the County Code</i>	8. <i>Miami-Dade County Family Leave Article V of Chapter 11 of the County Code</i>
4. <i>Miami-Dade County Disability Non- Discrimination Article 1, Section 2.8.1.6 Resolution R182-00 amending R-385-95</i>	9. <i>Miami-Dade County Living Wage Sec. 2-8.9 of the County Code (Not applicable)</i>
5. <i>Miami-Dade County Debarment Disclosure Section 10-38 of the County Code</i>	10. <i>Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60, 11A-67 of the County Code</i>

Alon Levin  
Printed Name of Affiant

Vice-President  
Printed Title of Affiant

  
Signature of Affiant

Devon Environmental Engineering  
Name of Firm

10/11/12  
Date

2652 NW 31<sup>st</sup> Ave., Ft. Lauderdale, FL 33311  
Address of Firm (include State, Zip Code)

**COLLUSION AFFIDAVIT**

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

I, being duly first sworn, hereby state that the Bidder of this contract:



is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

OR



is related to the following parties who bid in the solicitation which are identified and listed below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such Bids. Related parties shall mean Bidders or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another Bidder for the same agreement or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder or for the same agreement. Bids found to be collusive shall be rejected.

By:

[Signature]  
Signature of Affiant

6/11 20 12  
Date

Alon Levin Vice-President  
Printed Name of Affiant and Title

615-01010191913101  
Federal Employer Identification Number

Decon Environmental Engineering  
Printed Name of Firm

2652 NW 31<sup>st</sup> Ave., Ft. Lauderdale, FL 33311  
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 11 day of June, 2012

He/She is personally known to me or has presented \_\_\_\_\_ as identification.

[Signature]  
Signature of Notary

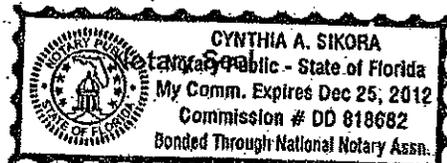
Type of Identification

DD 818682  
Serial Number

Cynthia Sikora  
Print or Stamp Name of Notary

12-25-12  
Expiration Date

Notary Public - State of FL



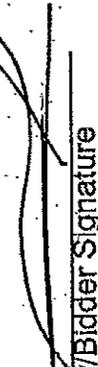
**SUBCONTRACTOR/SUPPLIER LISTING  
PURSUANT TO SECTION 10-34 OF THE CODE**

Project No. ITB No. MDAD 03-11

Firm Name of Prime Entity/Bidder: Decon Environmental Engineering  
 Project Name: Hazardous Material Removal Contract

Business Name and Address of First tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Subcontractor/ Subconsultant Dollar Amount	(Principal Owner) Gender Race
<u>Waste Management of Broward 3757 Coral Tree Circle Coral Creek, FL 33073</u>	<u>Stockholder Company Jim Padova</u>	<u>Collection Removal</u>		<u>M White</u>
<b>Business Name and Address of Direct Supplier</b>	<b>Principal Owner</b>	<b>Supplies/Materials/Services to be Provided by Supplier</b>	<b>Supplier Dollar Amount</b>	<b>(Principal Owner) Gender Race</b>

I certify that the certifications contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Entity/Bidder Signature:  Print Name: Alvin Levin Date: 6/11/12  
 Vice-President Print Title: Vice-President

(Duplicate if additional space is needed)

## **SUBCONTRACTING POLICIES STATEMENT PURSUANT TO SECTION 2-8.8(4) OF THE CODE**

Subcontracting Policies Statement (County Code 2-8.8(4)). For all contracts in which a Bidder may use a Subcontractor, prior to contract award, the Bidder shall provide a detailed statement of its policies and procedures for awarding subcontracts. Failure to provide the required statement shall preclude the from receiving the contract. The format for this document is the Bidder's choice.

**(Insert Here)**

AR-5

# DECON

**ENVIRONMENTAL  
&  
ENGINEERING, INC.**

**MASTER AGREEMENT between CONTRACTOR and  
SUBCONTRACTOR**

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_

**BETWEEN**

**CONTRACTOR**

Decon Environmental & Engineering, Inc.  
2652 NW 31<sup>st</sup> Avenue  
Fort Lauderdale, FL 33311-2708

**AND**

**SUBCONTRACTOR**

# DECON

**ENVIRONMENTAL  
&  
ENGINEERING, INC.**

## **CONTRACTOR AND SUBCONTRACTOR AGREE AS FOLLOWS:**

### **ARTICLE 1. THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Master Agreement, any Addenda or Exhibits issued prior to execution of this Agreement, and Modifications in the form of Purchase Orders issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

Modifications to this Master Agreement, in the form of Purchase Orders issued to Subcontractor, will describe a scope of work, location of project, agreed duration for the scope of work, including commencement and final completion dates, contract amount and terms of payment. Attachments shall include drawings, plans and any other documentation which shall be specific to the work to be performed under a particular Purchase Order. The work and obligations of Subcontractor shall be otherwise governed by the terms of this Master Agreement.

### **ARTICLE 2 THE WORK OF THIS CONTRACT**

Subcontractor shall fully execute the Work described in the Purchase Orders under this Master Agreement. Subcontractor agrees that it will furnish and pay for all labor, services, materials, tools, supplies, equipment, permit fees, assessments, inspections, taxes and licenses and all other items necessary or required, including but not limited to, scaffolding, hoisting, material handling, transportation and the removal of excess materials, in order to perform and complete the work in a good and workmanlike manner, to the satisfaction of the Contractor and Owner in strict accordance with the Master Agreement. Subcontractor shall perform the work in a manner that does not damage the work of other trades. Subcontractor binds himself to the Contractor for the performances of each Purchase Order work in the same manner as the Contractor is bound to the Owner under a prime contract.

### **ARTICLE 3 DATE OF COMMENCEMENT TERM OF AGREEMENT.**

§ 3.1 The date of commencement of this Master Agreement shall be the date of signature .

§ 3.2 The Contract term shall be for the period of 1 year and may be renewable at the Contractor's option for additional periods of one year and subject to agreement of Subcontractor.

### **ARTICLE 4 CONTRACT AMOUNT.**

Purchase orders issued under this Master Agreement shall include the amount and payment terms applicable to the scope of work.

§ 4.1 If the work of Purchase Orders issued under this Master Agreement is to be based upon unit prices, these shall be described and listed fully in the Purchase Order.

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&  
ENGINEERING, INC.

§4.2 If the work of Purchase Orders issued under this Master Agreement should require periodic Applications for Payment, Subcontractor shall provide a schedule of values for the scope of work. The schedule of values shall be provided to Contractor prior to the commencement of work and shall form the basis for all Applications for Payment related to those Purchase Orders and shall conform to the procedures in Article 5 of this Master Agreement.

## ARTICLE 5 PAYMENTS

### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 If it is applicable to the work to be performed under a particular Purchase Order, Subcontractor's fees may be based upon Applications for Payment submitted to the Contractor and Certificates for Payment issued by the Owner or Owner's representative, the Contractor shall make progress payments on account of the Contract Sum to the Subcontractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month.

§ 5.1.3 Provided that an Application for Payment is received by Contractor not later than the \_\_\_ day of a month, Contractor shall make payment to the Subcontractor not later than fifteen (15) days. Payment of any or all progress payments to Subcontractor and expressly contingent and subject to Contractor's receipt of payment from Owner for Subcontractor's work. *If an Application for payment is received by Contractor after the application date fixed above, Subcontractor's Application for Payment will not be presented to Owner until the subsequent month's payment requisition.*

§ 5.1.4 Each Application for Payment shall be based on the schedule of values submitted by the Subcontractor in accordance with this Agreement and Purchase Orders issued under it. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Contractor and Owner may require. This schedule shall be used as a basis for reviewing the Subcontractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows;

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%).

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**ENVIRONMENTAL  
&  
ENGINEERING, INC.**

- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or if approved in advance by the Contractor, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);
- .3 Subtract the aggregate of previous payments applications for payment; and
- .4 Subtract Amounts, if any, for which the Contractor and Owner have withheld or nullified.
5. Subcontractor must supply appropriate, whether final or partial, Releases of Lien from all providers of services or materials to Contractor as a condition for receiving payments.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Contractor or Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Subcontractor, any additional amounts payable in accordance with an approved change order approved in writing by Contractor.

§ 5.1.8 Reduction or limitation or retainage, if any, shall be determined by Contractor, as follows:

- (a) Reduction in retainage held by Owner.
- (b) Reduction or modification of retainage terms pre-determined by Contractor.

§ 5.1.9 Except with the Contractor's prior written approval, the Contractor shall not make advance payments to Subcontractor for materials stored on site, or make any advances to suppliers for materials delivered and stored at the designated job site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Contractor to the Subcontractor when:

- .a) The Subcontractor has fully and satisfactorily performed the work including all punch list items..and either a final Certificate for Payment has been issued by the Owner or Owner's representative.
- b) The Subcontractor has fully and satisfactorily performed the work including all punch list items and has approved the work on behalf of the Owner.

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ENVIRONMENTAL  
&  
ENGINEERING, INC.

- c) Subcontractor agrees that receipt of payment from Owner for Subcontractor's work shall be a condition precedent to Contractor's obligation to make payment to Subcontractor and a condition precedent to Subcontractors right to the bringing of any action against Contractor or its surety.

§ 5.2.2 Contractor's final payment to Subcontractor shall be made no later than 15 days after Contractor has received payment from the Owner for Subcontractor's work and is conditional upon Contractor receiving final releases from all of Subcontractor's suppliers of materials or labor.

## ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 Work under any Purchase Order may be for any reason suspended or terminated for convenience by the Contractor or the Owner. Upon any such termination, Subcontractor waives any claims for damages, including loss of anticipated profits, but, as the sole and exclusive right and remedy shall be entitled to all amounts due and not previously paid to Subcontractor.

§ 6.2 The work under any Purchase Order may be terminated by the Contractor, in writing, should Subcontractor violate, and fail to make corrections within 48 hours, any provision of this Master Agreement or Purchase Order, including but not limited to:

Failure to commence the work on the appointed date.

Failure proceed with the work as scheduled.

Failure to supply sufficient labor and materials to maintain project schedule

Failure to correct unacceptable work.

Failure to correct work that fails inspection by a third party authority.

## ARTICLE 7 CHANGES IN THE WORK

§ 7.1 *All changes or modifications to the work performed under this Master Agreement and Purchase Orders must be requested in writing, signed by Subcontractor and countersigned by Contractor. Work performed without signed authorization will be done at the sole risk and expense of Subcontractor. Change orders which require the specific written authorization of an Owner may not be included in Applications for Payment prior to receipt of that written authorization.*

§ 7.2 Contractor will pay for extra work and extra materials furnished by Subcontractor pursuant only to a written change order. The written change order shall be itemized in sufficient detail so that Contractor can distinguish the direct labor man-hours and labor costs, direct material, direct equipment, applicable labor markups for employee labor burdens and benefits, and allocation of home office overhead and a reasonable profit. All elements of potential cost are subject to negotiation, however, in the event agreement cannot be reached on estimated costs, Subcontractor reimbursement will be limited to actual costs plus 10% markup, (5% on sub-sub contract work.) Upon request, Subcontract shall provide copies of back up information; invoices, receipts etc. for costs of equipment rental, materials, payroll vouchers. Any increase in the time for performance shall be limited to the amount of time by

# DECON ENVIRONMENTAL & ENGINEERING, INC.

which activities critical to overall completion of a project are delayed by the changes in the Work. If it is reasonably possible to perform the change in the work concurrently with work that is critical to overall completion, no time extension shall be granted by reason of a change in the work.

§ 7.3 The value of extra work to be paid to Subcontractor shall be mutually agreed upon between Owner and Contractor, and Contractor and Subcontractor. Subcontractor agrees to proceed with Subcontractor's work as changed when so ordered in writing by Contractor so as not to delay the progress of the project, and pending any determination of the value thereof.

## ARTICLE 8 INSURANCE/BONDING

§ 8.1 Subcontractor shall provide certificates of insurance as proof of coverage as indicated in section §8.2. Certificates shall show Contractor as certificate holder and additional insured., and, if required by a prime contract, show the owner as additional insured also. No work may commence under this Master Agreement pending receipt and approval of Subcontractor's insurance coverage. If certificates of insurance show coverage which is not current and in full force at the time that payment is to be issued, such payment will be delayed until proof is received that the validity of the coverage(s) has been restored, or that new coverage has been secured and approved.

§8.2 Subcontractor shall show proof of the following insurance coverage and shall provide up-dated certificates upon renewal of any policy shown thereon. Decon is to be listed and endorsed as additional insured on General Liability, Automobile Liability and Excess/Umbrella Liability Insurances.

- (a) Commercial General Liability with minimum limits of \$1,000,000.00 per occurrence and \$1 million aggregate.
- (b) Workers Compensation Insurance with statutory limits consistent with the State of Florida workers compensation regulations.
- (c) Commercial Automobile Liability with minimum limits of \$1,000,000.00 with coverage for hired, non-owned and any auto.

§8.3 If a the work of any Purchase Order issued under this Master Agreement shall require a Payment and Performance Bond, Subcontractor shall be duly notified so that the cost of the premium can be included in the agreed price. Prior to signing this Agreement, Subcontractor shall provide Contractor with information regarding his ability to secure a bond and the bonding limits to which he is subject.

## ARTICLE 9 INDEMNIFICATION

§9.1 To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless Contractor, Owner and all of their agents and employees from and against all claims, damages, loss and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the performance of Subcontractor's work. This indemnification applies to any such claim, damages, loss or expense that is attributable to bodily injury, sickness, death or to injury to or destruction of tangible property (other than Subcontractor's work itself), including the loss of use resulting therefrom, to the extent caused or alleged to be caused in whole or in part by the performance or non performance of Subcontractor or by any negligent act or omission of Subcontractor or anyone for whose acts

# DECON ENVIRONMENTAL & ENGINEERING, INC.

Subcontractor may be liable. This indemnification obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist.

§9.2 Subcontractor further agrees to reimburse Contractor for and hold it harmless against any attorney fees and other expense incurred in pursuing any claim, suit or lien against Subcontractor arising out of or resulting from a breach by Subcontractor or those acting under its direction of any provision of this Master Agreement or any Purchase Order issued under it.

§9.3 In any and all claims against Contractor, Owner, other contractors, subcontractors or their agents or employees by any employee of Subcontractor, anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable, the indemnification obligation under this article shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for Subcontractor under workmen's compensation acts, disability benefits acts or other employee benefit acts.

§9.4 Subcontractor acknowledges and agrees that an appropriate ratio of a Purchase Order contract price shall represent the specific consideration paid by Contractor for all the indemnifications from Subcontractor to Contractor and Owner under article 9.

## ARTICLE 10 DISPUTES

In case of any dispute between Contractor and Subcontractor shall be decided by Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then prevailing, unless the parties mutually agree otherwise. Subcontractor agrees that any reasonable legal costs incurred by the prevailing party for mutually agreed upon legal action, shall be paid by the party judged to be at fault.

## ARTICLE 11 NOTIFICATIONS.

Written notifications shall be addressed as follows.

### As to Contractor

The Contractor's representative is:

\_\_\_\_\_  
2652 NW 31<sup>st</sup> Avenue  
Fort Lauderdale, FL 33311-2708  
(954)485-8800 ext. \_\_\_\_\_

### As to Subcontractor

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

Address: \_\_\_\_\_

\_\_\_\_\_  
Tel: \_\_\_\_\_

# DECON

**ENVIRONMENTAL  
&  
ENGINEERING, INC.**

§11.1 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days written notice to the other party.

## ARTICLE 12 ENUMERATION OF CONTRACT DOCUMENTS

The following additional documents, if any, are as follows:

*(refer to an exhibit or addendum attached to this Agreement, if any.)*

## ARTICLE 13 ASSIGNMENT

Subcontractor shall not assign or sublet the work under any Purchase Order, or any part thereof, or any monies due or to become due hereunder, without first having obtained the written consent of the Contractor to such assignment. If any such assignment is made, or attempted to be made, by Subcontractor without such written consent the Contractor shall have the right to terminate the Purchase Order work.

## ARTICLE 13 MISCELLANEOUS

The partial or complete invalidity of one or more provisions of this Master Agreement or a Purchase Order issued hereunder shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Master Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

**THIS AGREEMENT** is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, on to the Architect/Engineer for use in the administration of the Contract, and the remainder to the Owner.

Signed \_\_\_\_\_  
DECON ENVIRONMENTAL &  
ENGINEERING, INC.

Signed: \_\_\_\_\_

\_\_\_\_\_  
*(printed name and title)*

\_\_\_\_\_  
*(printed name and title)*

**PROOF OF AUTHORIZATION TO DO BUSINESS**  
(Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S., if applicable.)

**(Insert Here)**

AR-6

# *State of Florida*

## *Department of State*

I certify from the records of this office that DECON ENVIRONMENTAL & ENGINEERING, INC. is a corporation organized under the laws of the State of Florida, filed on October 13, 1987.

The document number of this corporation is M60708.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on April 30, 2012, and 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 Florida, at Tallahassee, the Capital, this the Eighth day of June, 2012*

*Ken Detjen*  
*Secretary of State*



Authentication ID: 700236083297-060812-M60708

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

<https://efile.sunbiz.org/certauthver.html>



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**Certificate of Status Authentication**

The information listed below was used to create the certificate for the listed authentication number.

**Authentication Number** 700236083297-060812-M60708  
**Document Number** M60708  
**Corporate Name** DECON ENVIRONMENTAL & ENGINEERING, INC.  
**State of Inc** FL  
**Filing Date** 10/13/1987  
**Document Type** Florida Corporation  
**Document Status** ACTIVE  
**Effective Date** N/A  
**Last Trans Date** 05/13/2002  
**Last Trans Effective Date** N/A  
**Last Annual Report Date** 04/30/2012  
**Last Annual Report Year** 2012  
**Cross Reference Name** N/A

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 State of Florida, Department of State

**AFFIDAVIT**

**SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN  
OR IRAN PETROLEUM ENERGY SECTOR LISTS  
FLORIDA STATUTES 215.473**

Pursuant to 215.473, F.S., the {Decon Environmental: Eng} ("Entity") must disclose, if the Entity or any of its officers, directors, or executives are doing certain types of business in or with Sudan or Iran.

Indicate below if the above named Entity, as of the date of submission:

X has not engaged in commerce in any form in Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

\_\_\_\_\_ has engaged in commerce with Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

**CONSULTANT**

Decon Environmental: Engineering  
(Legal Name of Corporation)

**ATTEST:**

Secretary \_\_\_\_\_  
(Signature and Seal)

Tamar Muller, Secretary  
(Type Name & Title)

By: \_\_\_\_\_  
Consultant - Signature

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

\_\_\_\_\_  
(Type Name & Title)



AR-7

## CONTRACT SUMMARY

THIS CONTRACT made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Miami-Dade County, Florida, by its Board of County Commissioners, hereinafter called the Owner and \_\_\_\_\_ hereinafter called the Contractor:

**PROJECT TITLE:** Hazardous Material Removal Contract

**PROJECT NO:** ITB MDAD-03-11

WITNESSETH, that the said Contractor, for and in consideration of mutual covenants contained herein, and in exchange for being allowed to bid on Project Orders for Projects as may be subsequently issued hereunder, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the work and labor, in a satisfactory and workmanlike manner and to provide all other services, required to complete the Hazardous Material Removal Contract and all Projects as may be subsequently assigned by Project Orders issued thereunder within the time specified, in strict and entire conformity with the Project Orders and these Contract Documents, including any Plans and Technical Specifications and other conditions which may be issued with each Project Order, and any procedures, issued by a Project Order, designed to assist the administration and governance of the Contract, all of which are hereby incorporated by reference into this Non-Exclusive Contract.

The Contractor acknowledges that it has submitted a Bid to the County for providing services as required by this Non-Exclusive Contract and that said Bid, not inconsistent with the terms of this Non-Exclusive Contract, which the County has relied upon in the award of this Non-Exclusive Contract, is hereby incorporated into this Non-Exclusive Contract by reference.

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work and services, and to defend, indemnify and save harmless the County and all its officers, agents and employees against and from all suits and costs of every kind and description, and from all damages to which the said County or any of its officers, agents or employees may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the aforesaid work, or through any act or omission on the part of the Contractor, or its subcontractors, agents or employees, except to the extent caused by the negligence of County Officers or employees.

## CONTRACT SUMMARY

The term of this Non-Exclusive Contract is five (5) years from the date of the first Project Order Notice To Proceed with an additional year for completion of work already started.

The County hereby agrees to pay to the Contractor the amount specified in each Project Order awarded to that Contractor for each Project and in accordance with the provisions of these Contract Documents. In no event shall the maximum sum of expenditures on the Non-Exclusive Hazardous Material Removal Contracts, exceed Fifteen Million dollars (\$15,000,000) during the entire term of the Non-Exclusive Contract, which shall not include any amount paid to the Inspector General. The Contractor is not entitled to any minimum amount of work, or any minimum amount of compensation.

INSPECTOR GENERAL AUDIT ACCOUNT .....	\$ 37,500.00
MAXIMUM CONTRACT AMOUNT .....	\$ 15,000,000.00
<u>TOTAL CONTRACT AMOUNT</u> .....	<u>\$ 15,037,500.00</u>

The maximum Contract amount is subject to such additions and deductions as may be provided for in the Project Orders. Provisions will be applicable during the competitive bidding phase and life of the Contract.

**CONTRACT SUMMARY (Cont'd)**

**IN WITNESS WHEREOF**, the above parties have caused this Contract to be executed by their appropriate officials as of the date first above written.

**BOARD OF COUNTY COMMISSIONERS  
OF MIAMI-DADE COUNTY, FLORIDA,**

**ATTEST: Harvey Ruvin Clerk**

By: \_\_\_\_\_  
Mayor or designee

By: \_\_\_\_\_  
Deputy Clerk

(MIAMI-DADE COUNTY SEAL)

CONTRACTOR (If Corporation)

Approved for Form and Legal Sufficiency

**DPC GENERAL CONTRACTORS, INC.**  
(Corporate Name)

\_\_\_\_\_  
(Assistant County Attorney)

By:  \_\_\_\_\_  
President -- Oscar David Sever

Attest:  \_\_\_\_\_  
Secretary- David Lopez

**CONTRACTOR (if Partnership or Corporate Joint Venture)**

(A) **PARTNERSHIP OR  
CORPORATE JOINT VENTURER:**

(B) **PARTNERSHIP OR  
CORPORATE JOINT VENTURER:**

\_\_\_\_\_  
(Corporate Name)

\_\_\_\_\_  
(Corporate Name)

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

Attest \_\_\_\_\_  
Secretary

Attest \_\_\_\_\_  
Secretary

(ATTACH ADDITIONAL SHEETS FOR EACH JOINT VENTURER, AS NEEDED)

NAME OF MANAGING JOINT VENTURER:

(CORPORATE SEAL)

By \_\_\_\_\_  
Signature of Authorized Representative of Joint Venture

Witnesses as to Above

\_\_\_\_\_  
\_\_\_\_\_

**BIDDERS QUALIFICATIONS FORM**

**MIAMI-DADE COUNTY, FLORIDA**

DATE: June 25, 2012

**BIDDER** DPC General Contractors, Inc.

**ADDRESS** 1860 NW 21 Terrace Miami, Florida 33142

**TELEPHONE No.** 305-325-0447

**PROJECT TITLE** Hazardous Material Removal Contract

**PROJECT NUMBER** ITB No. MDAD-03-11

**THE UNDERSIGNED, AS BIDDER, HEREBY DECLARES THAT:**

The only person or persons interested in this Bid as Principal, or Principals, is or are named herein and that no person other than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that it has examined the Bid Documents and the site of the Work and is fully informed in regard to the Work to be performed and accepts all conditions pertaining to the place where the Work is to be done.

**THE BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:**

Addendum No. 1 Addendum No.      Addendum No.      Addendum No.     

Addendum No. 2 Addendum No.      Addendum No.      Addendum No.     

Failure to acknowledge addenda shall not relieve such bidder from its obligation under this bid.

**THE BIDDER FURTHER AGREES THAT:**

**BID ACCEPTANCE:** If this Bid is accepted, to Contract with Miami-Dade County, Florida, in the form of Contract attached, in strict accordance with the Bid Documents and to furnish the prescribed \$1.5 million Performance and Payment Bond exclusive of the amount of the Inspector General audit account, and to furnish the required evidence of the specified insurance, all within the applicable time.

**BID GUARANTY:** Each Bid must be accompanied by a Bid Guaranty in the amount and manner stipulated in the Instructions to Bidders. The Bidder shall not withdraw this Bid after bid opening for the Period stipulated as the bid guaranty period in the Advertisement for Bids.

**COMMUNITY SMALL BUSINESS ENTERPRISE PROGRAM:** The Bidder, when applicable, shall comply with the following Contract Measures. Contract Measures are based on the Contract Amount, exclusive of the amount of the Inspector General audit account.

**THE CONTRACT MEASURE(S) APPLICABLE TO THIS PROJECT:**

	CSBE
Subcontractor Goals	10%

**COMMUNITY WORKFORCE PROGRAM (CWP):** Community Workforce Goal is a requirement that a percentage of the workforce performing construction trades work and labor under a Capital Construction Contract/Work Orders are residents of a Designated Target Area.

If a Project Order (PO) issued under this project is longer than 30 days and is equal to or greater than \$250,000.00, it is subject to a Community Workforce Program (CWP) goal, and will be presented to SPEED/SBD for the application of a CWP goal.

**CWP LIQUIDATED DAMAGES:** In the event that at Contract completion the Contractor has not achieved the established local Workforce Goal; Liquidated Damages of a minimum of \$1,500.00 per position by which the Contractor fails to comply with such goal or the wages that would have been payable for such position had the person(s) been hired for the position as listed on the approved Workforce Plan including all approved revisions to the Workforce Plan, whichever is greater, shall be assessed in accordance with Special Provisions 3, Community Workforce Program Participation Provisions.

Due to the nature of work for this project; if the CWP established for Work Orders that exceed thirty days cannot be achieved, this requirement may be waived at the County's discretion.

**CONTRACT TIME:** The Contract Time for this Work is five (5) years from the date of the first Project Order Notice To Proceed, with an additional year for completion of work already started.

**RESPONSIBLE WAGE AND BENEFITS MIAMI-DADE COUNTY CODE SECTION 2-11.16:** In the event that no Federal Funds are involved in this Contract, the minimum wage rates for laborers, mechanics and apprentices shall be not less than those established by Miami-Dade County in accordance with the Responsible Wages and Benefits requirements of Miami-Dade County Code Section 2-11.16, which are included in Special Provisions 2 and that Bidder acknowledges awareness of the penalties for non-compliance with the said requirements.

**LICENSE REQUIREMENTS:** A Bidder must hold and present evidence of, at the time of Bid submission, (and maintain same throughout the duration of the Contract) the following:

- A. (1) A Certificate of Certification as a General Contractor issued by the State of Florida Construction Industry Licensing Board pursuant to the provisions of Florida Statutes Section 489.115; or,
- (2) A Certificate of Registration as a General Contractor issued by the State of Florida Construction Industry Licensing 489.117; and hold a Certification of Competency as a General Contractor issued by the Miami-Dade Construction Trades Qualifying Board pursuant to the provisions of Section 10-3 (a) of the Miami-Dade County Code; or,
- (3 ) A Certificate of Competency as a Sub-general Building Contractor issued by the Miami-Dade Construction Trades Qualifying Board pursuant to the provisions of Section 10-3 of the Miami-Dade Code;  
and,
- B. Be licensed as an Asbestos Contractor License pursuant to the provision of Florida Statutes Section 455.303; and
- C. Maintain a Florida Certified Asbestos Supervisor on staff locally; and
- D. EPA Accredited Contractor that is certified to engage in lead based paint activities; and
- E. State Certified Mold Remediator; and
- F. National Air Duct Cleaners Association (NADCA) Certified HVAC System Remediator and Air Duct Cleaning Specialist.

**MIAMI-DADE COUNTY**  
**MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS**

This sworn statement is submitted for:

PROJECT TITLE Hazardous Material Removal Contract

PROJECT NUMBER ITB No. MDAD-03-11

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared Oscar D. Sever (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

DPC General Contractors, Inc.

(Name of Entity)

1860 NW 21 Terrace, Miami, Florida 33142

(Address of Entity)

5 / 9 - 2 / 0 / 8 / 9 / 5 / 7 / 0  
Federal Employment Identification Number

hereinafter referred to as the Entity being its

President

(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits and say as follows.

**AFFIDAVIT No. 1**  
**PUBLIC ENTITY CRIMES**  
**SWORN STATEMENT UNDER SECTION 287.133(3)(a),**  
**FLORIDA STATUTES**

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid, proposal, reply, or contract for goods or services; any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation."
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means "a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere."
3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - A. A predecessor or successor of a person convicted of a public entity crime; or
  - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate."
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means "any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity."
5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. [Please indicate which statement applies.]

AFFIDAVIT No. 1 (Continued)  
PUBLIC ENTITY CRIMES  
SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES (Cont'd)

Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management, of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The Entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, or an affiliate of the Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. [Please indicate which additional statement applies.]

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

\_\_\_\_\_ The person or affiliate has been placed on the convicted vendor list. [Please describe any action taken by or pending with the Florida Department of Management Services.]

---

AFFIDAVIT No. 2  
CRIMINAL RECORD AFFIDAVIT  
PURSUANT TO SECTION 2-8.6 OF THE  
MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

\_\_\_\_\_ has been convicted of a felony during the past ten (10) years, or as of the date of submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

**AFFIDAVIT No. 3**  
**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH**  
**FLORIDA TRENCH SAFETY ACT (SECTION 553.60-553.64, FLORIDA STATUTES)**  
**(Required with the Project Order)**

1. By submission of his bid and subsequent execution of this Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his control (by his own forces or by his Subcontractors) shall be accomplished in strict adherence with OSHA Trench Safety Standards contained in 29 C.F.R., s. 1926, 650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.
2. The undersigned Bidder certifies that as successful Bidder (Contractor) he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.
3. The Bidder acknowledges that included in the various items listed in the Schedule of Prices Bid, and in the Total Amount Bid are costs for complying with the Florida Trench Safety Act (Sections 553.60-553.64, Florida Statutes). The bidder further identifies the costs to be summarized below\*:

	Trench Safety Measure (Description)	Units of Measure (LF, SY, etc.)	Unit Quantity	Unit Cost	Extended Cost
A.					\$
B.					\$
C.					\$
D.					\$
E.					\$

AFFIDAVIT No. 4  
RESPONSIBLE WAGE AFFIDAVIT

Above named bidder shall pay workers on the project minimum wage rates in accordance with Section 2-11.16 of the Miami-Dade County Code, and the Labor Provisions of the Contract Documents.



(Signature of Authorized Representative)

Title President

Date June 25, 2012

STATE OF: FLORIDA

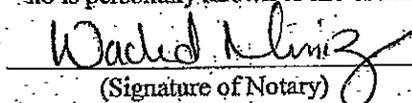
COUNTY OF: MIAMI-DADE

The above affidavits were acknowledged before me this 25 day of June, 2012

By Oscar David Sever,  
(Authorized Representative)

of DPC General Contractors, Inc.  
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

  
(Signature of Notary)

Waded Muniz  
(Print Name)

Notary Commission Number: DD 909561

My Commission Expires: November 21, 2013



## CONDITION OF AWARD REQUIREMENTS

The following documents having page numbers starting with the prefix "AR" are required to be executed by the selected Contractor prior to award of the Contract. The selected Contractor will be notified as to when these documents are due, but should not wait for such notification prior to gathering the information required. The required documents are:

- **Affirmation of Vendor Affidavits:**..... Page AR-2
- **Collusion Affidavit** .....Page AR-3
- **Subcontractor/Supplier Listing:**..... Page AR-4
- **Subcontracting Policies Statement:** ..... Page AR-5  
(Also required, but no format (insert page is provided))
- **Proof of Authorization to do Business:** .....Page AR-6  
(Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S., if applicable.)  
(Also required, but no format (insert page is provided))
- **Affidavit – Scrutinized Companies with Activities in Sudan or Iran Petroleum Energy Sector Lists F.S. 215.473** .....Page AR-7

The Contractor's adherence to the requirements and execution of the following "AR" documents (when applicable) will be after final award of the Contract.

- **Community Workforce Program:** ..... Page AR-8
- **Miami-Dade County Clearinghouse Procedures For Placing Job Opportunities:**..... Page AR-9
- **Construction Clearing House Job Opportunity:**..... Page AR-10
- **CSBE Schedule of Values (provided by Bidder)**

**Miami-Dade County  
Affirmation of Vendor Affidavits**

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective July 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

**Federal Employer**  
**Contract No.** MDAD-03-11      **Identification No. (FEIN):** 59-2089570

**Contract Title:** Hazardous Material Removal Contract

**Affidavits and Legislation/Governing Body**

1.	<i>Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code</i>	6.	<i>Miami-Dade County Vendor Obligation to County Sec. 2-8.1 of the County Code</i>
2.	<i>Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code</i>	7.	<i>Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1 (c) of the County Code</i>
3.	<i>Miami-Dade County Employment Drug-free Workplace Certification Sec. 2-8.1.2(b) of the County Code</i>	8.	<i>Miami-Dade County Family Leave Article V of Chapter 11 of the County Code</i>
4.	<i>Miami-Dade County Disability Non- Discrimination Article 1, Section 2.8.1.6 Resolution R182-00 amending R-385-95</i>	9.	<i>Miami-Dade County Living Wage Sec. 2-8.9 of the County Code (Not applicable)</i>
5.	<i>Miami-Dade County Debarment Disclosure Section 10-38 of the County Code</i>	10.	<i>Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60, 11A-67 of the County Code</i>

Oscar David Sever  
Printed Name of Affiant

President  
Printed Title of Affiant

  
Signature of Affiant

DPC General Contractors, Inc.  
Name of Firm

June 25, 2012  
Date

1860 NW 21 Terrace, Miami, FL 33142  
Address of Firm (include State, Zip Code)

**COLLUSION AFFIDAVIT**

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

I, being duly first sworn, hereby state that the Bidder of this contract:

is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

**OR**

is related to the following parties who bid in the solicitation which are identified and listed below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such Bids. Related parties shall mean Bidders or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another Bidder for the same agreement or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder or for the same agreement. Bids found to be collusive shall be rejected.

By: *[Signature]* June 25 20 12  
Signature of Affiant Date

Oscar David Sever - President 5 / 9 - 2 / 0 / 8 / 9 / 5 / 7 / 0 / 1  
Printed Name of Affiant and Title Federal Employer Identification Number

DPC General Contractors, Inc.  
Printed Name of Firm

1860 NW 21 Terrace, Miami, Florida 33142  
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 25 day of June, 2012.

He/She is personally known to me or has presented \_\_\_\_\_ as identification.

*[Signature]*  
Signature of Notary

Type of identification

DD 909561  
Serial Number

Waded Muniz  
Print or Stamp Name of Notary

November 21, 2013  
Expiration Date

Notary Public - State of Florida

Notary Seal

**SUBCONTRACTOR/SUPPLIER LISTING**  
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent DPC General Contractors, Inc. FEIN # 59-2089570

Project/Contract Number : ITB No. MDAD-03-11

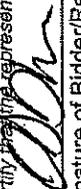
In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Bidders/respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/contract should not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval by the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the county no later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.  
(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/Subconsulant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsulant	Principle Owner (Enter the number of male and female owners by race/ethnicity)						Employee(s) (Enter the number of male and female employees by race/ethnicity)										
			Race/Ethnicity						Race/Ethnicity										
			Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other			
Allied Demolition, Inc 8195 NW 54St, Doral FL 33166 Demo Teck Inc, dba Monster Demolition 265 S Federal Hwy, #285 Deerfield Beach 33441 Air Duct Aseptic- 1059 NW 31 Avenue Pompano Beach, FL 33069 Bureau Veritas NA 8175 NW 12 Street, Ste 110, Miami, FL 33126	Jorge M. Cedeño Omar Aguilera Alison Landis Petrina Tebor Pedro Guimares	Demolition Demolition HVAC Remediation Environmental Consulting	X			X						10	1	2	1	8			
Business Name and Address of First Tier Direct Supplier NONE	Principal Owner	Supplies/Material/ Services to be Provided by Supplier																	

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/businessdevelopment.asp>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

  
 Oscar David Sever  
 Print Name  
 President  
 Print Title  
 6/25/2012  
 Date

## **SUBCONTRACTING POLICIES STATEMENT PURSUANT TO SECTION 2-8.8(4) OF THE CODE**

Subcontracting Policies Statement (County Code 2-8.8(4)). For all contracts in which a Bidder may use a Subcontractor, prior to contract award, the Bidder shall provide a detailed statement of its policies and procedures for awarding subcontracts. Failure to provide the required statement shall preclude the Bidder from receiving the contract. The format for this document is the Bidder's choice.

**(Insert Here)**

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## **SUBCONTRACTING POLICIES & PROCEDURES**

I, Oscar David Sever, as President of **DPC GENERAL CONTRACTORS, INC.**, as preparer of this document do hereby certify that all the following statements and information contained therein are true and correct:

### **Equal Opportunity Subcontracting Policy**

It is the policy of DPC General Contractors, Inc. to afford equal opportunity to all vendors and supplies firms providing goods and service to DPC General Contractors, Inc. We shall not make a distinction nor discriminate against the owners based upon race, color, religion, sex, age, national origin, handicap, or veteran status.

DPC General Contractors, Inc. will:

1. Solicit bid from all qualified firms, regardless of ownership, including the utilization of lists of qualified vendors maintained by the Department of Business Development.
2. Evaluate all bids so as to further the principles of non-discrimination and equal opportunity.
3. Insure that final purchases are in accordance with the principals of equal opportunity.
4. Insure that all procurement actions such as repeat purchases, extensions, change orders, acceptance policy, etc. will be administered without regard to race, age, sex, religion, status as a veteran or national origin

### **Procedures for Purchasing and Bidding**

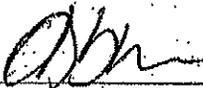
DPC General Contractors, Inc. shall purchase all commodities, equipment and services through the normal purchasing procedures implemented by department heads, supervisors and others responsible for purchasing. The following bidding procedures shall be utilized (bidding requirements are based on total cost of the purchase):

- Purchases \$250.00 to \$ 999.00  
Telephone quotes must be obtained from at least three (3) businesses, particularly when the vendor list contains more than three (3) suppliers for the requested service or commodity.  
The Purchase Order will be issued to the lowest qualified and responsible bidder.
- Purchases \$ 1,000.00 to \$4,999.00  
Written quotes will be solicited using the Solicitation of Quote form detailing the items or services to be purchased and other pertinent information and mailed to interested businesses.  
The Purchase Orders shall be issued to the lowest, qualified and responsible bidder.
- Purchases \$5,000.00 and up:  
Formal sealed bids will be solicited by mailing an "Invitation to Bid" form to interested companies. All bids must be received prior to or by the scheduled bid opening date and time. Bids received after the scheduled opening will be returned to the bidder unopened. At the scheduled date and time, the bids are opened and read publicly. The award will be made to the lowest qualified and responsible bidder meeting the specifications.

The following policies and procedures should be taken into account when notifying / awarding subcontracts:

- Notification will be sent to the broadest number of local subcontractors of the opportunity to be awarded a subcontract.
- Local subcontractors will be invited to submit qualification statements in a practical, expedient way.
- Local subcontractors will be provided access to information necessary to prepare and formulate a subcontracting qualification statement.
- Local subcontractors will be allowed to meet with appropriate personnel of the proposer/respondent to discuss the proposer's/respondent's requirements.
- Subcontracts will be awarded based on full and complete consideration of all submitted proposals and in accordance with the proposer's/respondent's stated objectives.

DPC GENERAL CONTRACTORS, INC.

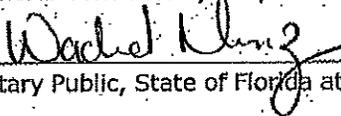
  
 \_\_\_\_\_  
 O.D. Sever, President

STATE OF FLORIDA

))

COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this 25<sup>th</sup> day of June of 2012, by O.D. Sever, President of DPC General Contractors, Inc., whom did take an oath and is personally known to me.

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

My Commission Expires: November 21, 2013



**PROOF OF AUTHORIZATION TO DO BUSINESS**  
(Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S., if applicable.)

**(Insert Here)**

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# *State of Florida*

## *Department of State*

I certify from the records of this office that D.P.C. GENERAL CONTRACTORS, INC. is a corporation organized under the laws of the State of Florida, filed on March 20, 1981.

The document number of this corporation is F26141.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on January 19, 2012, and 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  
Florida, at Tallahassee, the Capital, this the  
Nineteenth day of June, 2012.*

*Ken Dietzner*

*Secretary of State*



Authentication ID: 200236554572-061912-F26141

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

<https://efile.sunbiz.org/certauthver.html>

**2012 FOR PROFIT CORPORATION ANNUAL REPORT**

FILED  
Jan 19, 2012  
Secretary of State

DOCUMENT# F26141

Entity Name: D.P.C. GENERAL CONTRACTORS, INC.

**Current Principal Place of Business:**

**New Principal Place of Business:**

1860 NW 21ST TERRACE  
MIAMI, FL 33142 US

**Current Mailing Address:**

**New Mailing Address:**

1860 NW 21ST TERRACE  
MIAMI, FL 33142 US

FBI Number: 59-2089570

FBI Number Applied For ( )

FBI Number Not Applicable ( )

Certificate of Status Desired ( )

**Name and Address of Current Registered Agent:**

**Name and Address of New Registered Agent:**

SEVER, OSCAR DAVID  
1860 N.W. 21ST TERRACE  
MIAMI, FL 33142 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

**OFFICERS AND DIRECTORS:**

Title: ST  
Name: LOPEZ, DAVID  
Address: 16695 NW 84 CT  
City-St-Zip: MIAMI LAKES, FL 33016

Title: P  
Name: SEVER, OSCAR DAVID  
Address: 2200 S. OCEAN DR., SUITE 116  
City-St-Zip: HOLLYWOOD, FL

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DAVID LOPEZ

SECF

01/19/2012

Electronic Signature of Signing Officer or Director

Date

**AFFIDAVIT**

**SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN  
OR IRAN PETROLEUM ENERGY SECTOR LISTS  
FLORIDA STATUTES 215.473**

Pursuant to 215.473, F.S., the { DPC General Contractors, Inc. } ("Entity") must disclose, if the Entity or any of its officers, directors, or executives are doing certain types of business in or with Sudan or Iran.

Indicate below if the above named Entity, as of the date of submission:

X has not engaged in commerce in any form in Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

\_\_\_\_\_ has engaged in commerce with Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

**CONSULTANT**

DPC General Contractors, Inc.  
(Legal Name of Corporation)

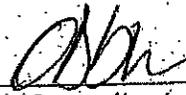
**ATTEST:**

Secretary



(Signature and Seal)

By:



Consultant - Signature

David Lopez - Secretary/Tres.  
(Type Name & Title)

Name: Oscar David Sever

President

(Type Name & Title)

AR-7

## CONTRACT SUMMARY

THIS CONTRACT made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Miami-Dade County, Florida, by its Board of County Commissioners, hereinafter called the Owner and \_\_\_\_\_ hereinafter called the Contractor:

**PROJECT TITLE:** Hazardous Material Removal Contract

**PROJECT NO:** ITB MDAD-03-11

WITNESSETH, that the said Contractor, for and in consideration of mutual covenants contained herein, and in exchange for being allowed to bid on Project Orders for Projects as may be subsequently issued hereunder, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the work and labor, in a satisfactory and workmanlike manner and to provide all other services, required to complete the Hazardous Material Removal Contract and all Projects as may be subsequently assigned by Project Orders issued thereunder within the time specified, in strict and entire conformity with the Project Orders and these Contract Documents, including any Plans and Technical Specifications and other conditions which may be issued with each Project Order, and any procedures, issued by a Project Order, designed to assist the administration and governance of the Contract, all of which are hereby incorporated by reference into this Non-Exclusive Contract.

The Contractor acknowledges that it has submitted a Bid to the County for providing services as required by this Non-Exclusive Contract and that said Bid, not inconsistent with the terms of this Non-Exclusive Contract, which the County has relied upon in the award of this Non- Exclusive Contract, is hereby incorporated into this Non-Exclusive Contract by reference.

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work and services, and to defend, indemnify and save harmless the County and all its officers, agents and employees against and from all suits and costs of every kind and description, and from all damages to which the said County or any of its officers, agents or employees may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the aforesaid work, or through any act or omission on the part of the Contractor, or its subcontractors, agents or employees, except to the extent caused by the negligence of County Officers or employees.

## CONTRACT SUMMARY

The term of this Non-Exclusive Contract is five (5) years from the date of the first Project Order Notice To Proceed with an additional year for completion of work already started.

The County hereby agrees to pay to the Contractor the amount specified in each Project Order awarded to that Contractor for each Project and in accordance with the provisions of these Contract Documents. In no event shall the maximum sum of expenditures on the Non-Exclusive Hazardous Material Removal Contracts, exceed Fifteen Million dollars (\$15,000,000) during the entire term of the Non-Exclusive Contract, which shall not include any amount paid to the Inspector General. The Contractor is not entitled to any minimum amount of work, or any minimum amount of compensation.

INSPECTOR GENERAL AUDIT ACCOUNT .....	\$ 37,500.00
MAXIMUM CONTRACT AMOUNT.....	\$ 15,000,000.00
<u>TOTAL CONTRACT AMOUNT .....</u>	<u>\$ 15,037,500.00</u>

The maximum Contract amount is subject to such additions and deductions as may be provided for in the Project Orders. Provisions will be applicable during the competitive bidding phase and life of the Contract.

CONTRACT SUMMARY (Cont'd)

IN WITNESS WHEREOF, the above parties have caused this Contract to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS  
OF MIAMI-DADE COUNTY, FLORIDA,

ATTEST: Harvey Ruvin Clerk

By: \_\_\_\_\_  
Mayor or designee

By: \_\_\_\_\_  
Deputy Clerk

(MIAMI-DADE COUNTY SEAL)

CONTRACTOR (If Corporation)

MCO Environmental, Inc.

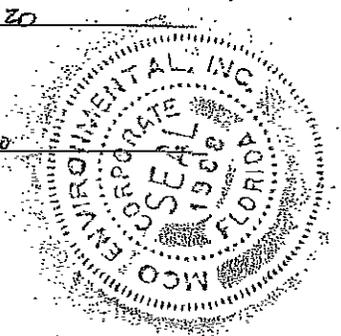
(Corporate Name)

Approved for Form and Legal Sufficiency

By: \_\_\_\_\_  
Julio Otaño  
V. President

(Assistant County Attorney)

Attest: \_\_\_\_\_  
Julio Otaño  
Secretary



CONTRACTOR (if Partnership or Corporate Joint Venture)

(A) PARTNERSHIP OR  
CORPORATE JOINT VENTURER:

(B) PARTNERSHIP OR  
CORPORATE JOINT VENTURER:

(Corporate Name)

(Corporate Name)

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

Attest \_\_\_\_\_  
Secretary

Attest \_\_\_\_\_  
Secretary

(ATTACH ADDITIONAL SHEETS FOR EACH JOINT VENTURER, AS NEEDED)

(CORPORATE SEAL)

NAME OF MANAGING JOINT VENTURER:

By \_\_\_\_\_  
Signature of Authorized Representative of Joint Venture

Witnesses as to Above

\_\_\_\_\_  
\_\_\_\_\_

# **SINGLE EXECUTION AFFIDAVITS**

**BIDDERS QUALIFICATIONS FORM**

MIAMI-DADE COUNTY, FLORIDA

DATE: 06/25/2012

BIDDER MCO Environmental, Inc.

ADDRESS 7 275 NW 64 Street Miami, Florida 33166

TELEPHONE No. (305)468-1650

PROJECT TITLE Hazardous Material Removal

PROJECT NUMBER ITB-M D A D. -03-11

**THE UNDERSIGNED, AS BIDDER, HEREBY DECLARES THAT:**

The only person or persons interested in this Bid as Principal, or Principals, is or are named herein and that no person other than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that it has examined the Bid Documents and the site of the Work and is fully informed in regard to the Work to be performed and accepts all conditions pertaining to the place where the Work is to be done.

**THE BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:**

Addendum No. 1 Addendum No. 2 Addendum No. \_\_\_ Addendum No. \_\_\_  
 Addendum No. \_\_\_ Addendum No. \_\_\_ Addendum No. \_\_\_ Addendum No. \_\_\_

Failure to acknowledge addenda shall not relieve such bidder from its obligation under this bid.

**THE BIDDER FURTHER AGREES THAT:**

**BID ACCEPTANCE:** If this Bid is accepted, to Contract with Miami-Dade County, Florida, in the form of Contract attached, in strict accordance with the Bid Documents and to furnish the prescribed \$1.5 million Performance and Payment Bond exclusive of the amount of the Inspector General audit account, and to furnish the required evidence of the specified insurance, all within the applicable time.

**BID GUARANTY:** Each Bid must be accompanied by a Bid Guaranty in the amount and manner stipulated in the Instructions to Bidders. The Bidder shall not withdraw this Bid after bid opening for the Period stipulated as the bid guaranty period in the Advertisement for Bids.

**COMMUNITY SMALL BUSINESS ENTERPRISE PROGRAM:** The Bidder, when applicable, shall comply with the following Contract Measures. Contract Measures are based on the Contract Amount, exclusive of the amount of the Inspector General audit account.

**THE CONTRACT MEASURE(S) APPLICABLE TO THIS PROJECT:**

	CSBE
Subcontractor Goals	10%

**COMMUNITY WORKFORCE PROGRAM (CWP):** Community Workforce Goal is a requirement that a percentage of the workforce performing construction trades work and labor under a Capital Construction Contract/Work Orders are residents of a Designated Target Area.

If a Project Order (PO) issued under this project is longer than 30 days and is equal to or greater than \$250,000.00, it is subject to a Community Workforce Program (CWP) goal, and will be presented to SPEED/SBD for the application of a CWP goal.

**CWP LIQUIDATED DAMAGES:** In the event that at Contract completion the Contractor has not achieved the established local Workforce Goal, Liquidated Damages of a minimum of \$1,500.00 per position by which the Contractor fails to comply with such goal or the wages that would have been payable for such position had the person(s) been hired for the position as listed on the approved Workforce Plan including all approved revisions to the Workforce Plan, whichever is greater, shall be assessed in accordance with Special Provisions 3, Community Workforce Program Participation Provisions.

Due to the nature of work for this project; if the CWP established for Work Orders that exceed thirty days cannot be achieved, this requirement may be waived at the County's discretion.

**CONTRACT TIME:** The Contract Time for this Work is five (5) years from the date of the first Project Order Notice To Proceed, with an additional year for completion of work already started.

**RESPONSIBLE WAGE AND BENEFITS MIAMI-DADE COUNTY CODE SECTION 2-11.16:** In the event that no Federal Funds are involved in this Contract, the minimum wage rates for laborers, mechanics and apprentices shall be not less than those established by Miami-Dade County in accordance with the Responsible Wages and Benefits requirements of Miami-Dade County Code Section 2-11.16, which are included in Special Provisions 2 and that Bidder acknowledges awareness of the penalties for non-compliance with the said requirements.

**LICENSE REQUIREMENTS:** A Bidder must hold and present evidence of, at the time of Bid submission, (and maintain same throughout the duration of the Contract) the following:

- A. (1) A Certificate of Certification as a General Contractor issued by the State of Florida Construction Industry Licensing Board pursuant to the provisions of Florida Statutes Section 489.115; or,
  - (2) A Certificate of Registration as a General Contractor issued by the State of Florida Construction Industry Licensing 489.117; and, hold a Certification of Competency as a General Contractor issued by the Miami-Dade Construction Trades Qualifying Board pursuant to the provisions of Section 10-3 (a) of the Miami-Dade County Code; or,
  - (3 ) A Certificate of Competency as a Sub-general Building Contractor issued by the Miami-Dade Construction Trades Qualifying Board pursuant to the provisions of Section 10-3 of the Miami-Dade Code;  
and,
- B. Be licensed as an Asbestos Contractor License pursuant to the provision of Florida Statutes Section 455.303; and
  - C. Maintain a Florida Certified Asbestos Supervisor on staff locally; and
  - D. EPA Accredited Contractor that is certified to engage in lead based paint activities; and
  - E. State Certified Mold Remediator; and
  - F. National Air Duct Cleaners Association (NADCA) Certified HVAC System Remediator and Air Duct Cleaning Specialist.

**MIAMI-DADE COUNTY**  
**MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS**

This sworn statement is submitted for:

PROJECT TITLE Hazardous Material Removal

PROJECT NUMBER ITB-MDAD-03-11

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared Julio Otazo (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

MCO Environmental, Inc.

(Name of Entity)

7275 NW 64 Street Miami, FL. 33166

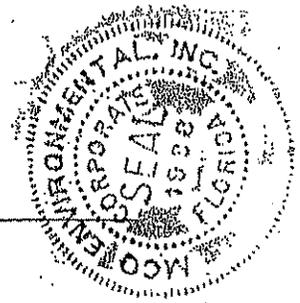
(Address of Entity)

6 / 5 - 0 / 0 / 7 / 1 / 1 / 5 / 5  
Federal Employment Identification Number

hereinafter referred to as the Entity being its

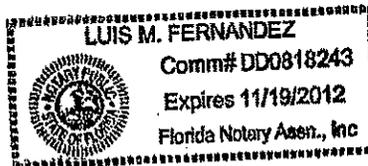
 Vice President / Secretary

(Sole Proprietor)(Partner)(President or Other Authorized Officer)



and as such has full authority to make these affidavits and say as follows.

  
Signature of Notary Public



AFFIDAVIT No. 1  
PUBLIC ENTITY CRIMES  
SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation."

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means "a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere."

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate."

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

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. [Please indicate which statement applies.]

 VP/S&C



AFFIDAVIT No. 1 (Continued)  
PUBLIC ENTITY CRIMES  
SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES (Cont'd)

X Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management, of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The Entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, or an affiliate of the Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. [Please indicate which additional statement applies.]

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

\_\_\_\_\_ The person or affiliate has been placed on the convicted vendor list. [Please describe any action taken by or pending with the Florida Department of Management Services.]

---

AFFIDAVIT No. 2  
CRIMINAL RECORD AFFIDAVIT  
PURSUANT TO SECTION 2-8.6 OF THE  
MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

X has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

\_\_\_\_\_ has been convicted of a felony during the past ten (10) years, or as of the date of submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

*[Handwritten signature]* VP/S&C



**AFFIDAVIT No. 3**  
**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH**  
**FLORIDA TRENCH SAFETY ACT (SECTION 553.60-553.64, FLORIDA STATUTES)**  
**(Required with the Project Order)**

1. By submission of his bid and subsequent execution of this Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his control (by his own forces or by his Subcontractors) shall be accomplished in strict adherence with OSHA Trench Safety Standards contained in 29 C.F.R., s. 1926, 650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.
2. The undersigned Bidder certifies that as successful Bidder (Contractor) he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.
3. The Bidder acknowledges that included in the various items listed in the Schedule of Prices Bid, and in the Total Amount Bid are costs for complying with the Florida Trench Safety Act (Sections 553.60-553.64, Florida Statutes). The bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SY, etc.)	Unit Quantity	Unit Cost	Extended Cost
A.	EXCAVATION, TRENCHING	L.F.	TO BE DETERMINED	\$25/L.F.	\$ TO BE DETERMINED
					\$
C.					\$
D.					\$
E.					\$

*[Handwritten Signature]*  
 VP/SEC



AFFIDAVIT No. 4  
RESPONSIBLE WAGE AFFIDAVIT

Above named bidder shall pay workers on the project minimum wage rates in accordance with Section 2-11.16 of the Miami-Dade County Code, and the Labor Provisions of the Contract Documents.

[Signature]  
(Signature of Authorized Representative)

Title Vice President / Secretary

Date 06/25/2012

STATE OF: Florida

COUNTY OF: Miami-Dade

The above affidavits were acknowledged before me this 25 day of June, 20 12

By Julio Otazo  
(Authorized Representative)

of M C O Environmental, Inc.  
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

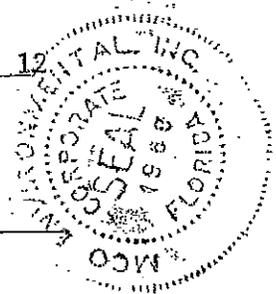
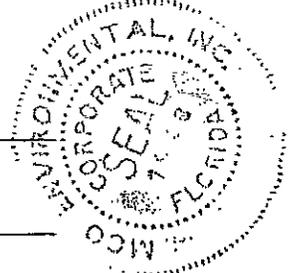
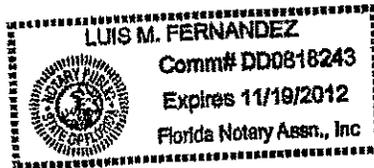
[Signature]  
(Signature of Notary)

Luis M. Fernandez  
(Print Name)

Notary Commission Number: DD0818243

My Commission Expires: 11/19/2012

Notary Stamp or Seal:



# **AFFIRMATION OF VENDOR AFFIDAVITS**

**Miami-Dade County  
Affirmation of Vendor Affidavits**

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective July 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. ITB-MDAD-03-11 Federal Employer  
Identification No. (FEIN): 65-0071155

Contract Title: Hazardous Material Removal

**Affidavits and Legislation/Governing Body**

1. <i>Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code</i>	6. <i>Miami-Dade County Vendor Obligation to County Sec. 2-8.1 of the County Code</i>
2. <i>Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code</i>	7. <i>Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1 (c) of the County Code</i>
3. <i>Miami-Dade County Employment Drug-free Workplace Certification Sec. 2-8.1.2(b) of the County Code</i>	8. <i>Miami-Dade County Family Leave Article V of Chapter 11 of the County Code</i>
4. <i>Miami-Dade County Disability Non- Discrimination Article 1, Section 2.8.1.6 Resolution R182-00 amending R-385-95</i>	9. <i>Miami-Dade County Living Wage Sec. 2-8.9 of the County Code (Not applicable)</i>
5. <i>Miami-Dade County Debarment Disclosure Section 10-38 of the County Code</i>	10. <i>Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60, 11A-67 of the County Code</i>

Julio Otazo  
Printed Name of Affiant

Vice President/Secretary  
Printed Title of Affiant

  
Signature of Affiant

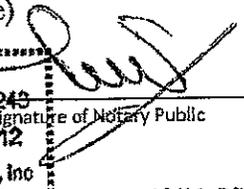
MCO Environmental, Inc.  
Name of Firm

06/25/2012  
Date

7275 NW 64 Street Miami, FL 33166  
Address of Firm (include State, Zip Code)

Hazardous Material Removal Contract

  
LUIS M. FERNANDEZ  
Comm# DD0818243  
Expires 11/19/2012  
Florida Notary Assn., Inc



10/11 CSBE AR

# **COLLUSION AFFIDAVIT**

**COLLUSION AFFIDAVIT**

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

I, being duly first sworn, hereby state that the Bidder of this contract:

is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

OR

is related to the following parties who bid in the solicitation which are identified and listed below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such Bids. Related parties shall mean Bidders or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another Bidder for the same agreement or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder or for the same agreement. Bids found to be collusive shall be rejected.

By: \_\_\_\_\_  
Signature of Affiant

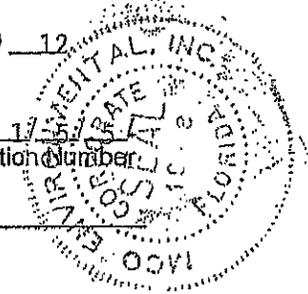
June 25 20 12  
Date

Julio Otazo, Vice President  
Printed Name of Affiant and Title

615-0107111  
Federal Employer Identification Number

MCO Environmental, Inc.  
Printed Name of Firm

7275 NW 64 Street Miami, Florida 33166  
Address of Firm



SUBSCRIBED AND SWORN TO (or affirmed) before me this 25 day of June, 20 12

He/She is personally known to me or has presented Personally known to me as identification.

Type of identification

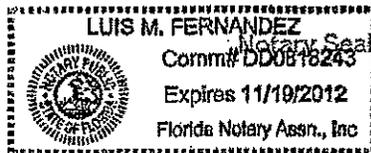
\_\_\_\_\_  
Signature of Notary

DD0818243  
Serial Number

LUIS M. FERNANDEZ  
Print or Stamp Name of Notary

11/19/12  
Expiration Date

Notary Public - State of FL



# **ADDITIONAL CONDITION OF AWARD REQUIREMENTS**

- a. Subcontractor/Supplier Listing**
  - b. Subcontractor Policies Statement**
  - c. Proof of Authorization to do Business**
  - d. Affidavit-Scrutinized Companies with Activities in Sudan or Iran Petroleum Energy Sector Lists**
-

**SUBCONTRACTOR SUPPLIER LISTING**  
 (Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent MCO ENVIRONMENTAL, Inc. FEIN # 65-0071155  
 Project/Contract Number MDAD-03-11

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-80, an entity contracting with the County shall report the race, gender and ethnic origin of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. (Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner		Employee(s)														
			(Enter the number of male and female owners by race/ethnicity)		(Enter the number of male and female employees and the number of employees by race/ethnicity)														
			Gender	Race/Ethnicity	Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other								
Bazani Construction 1114 Lisbon Street Coral Gables, FL. 33134	Blanca V. Bazan	General Commercial Contracting	M	White	M	White													
Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Gender	Race/Ethnicity	Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	
			M	White	M	White						M	White						

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.asp>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent: Julio O. Otazo Print Name  
 Title: V. President/Sec. Print Title  
 Date: 06/25/2012  
 Date

**SUBCONTRACTOR SUPPLIER LISTING**  
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent MCO ENVIRONMENTAL, Inc. FEIN # 65-0071155

Project/Contract Number MDAD-03-11

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of all first tier subcontractors/suppliers. In the event that the successful bidder/demonstrator to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. (Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner						Employee(s)							
			Enter the number of male and female owners by race/ethnicity			Enter the number of male and female employees by race/ethnicity			Enter the number of male and female employees by race/ethnicity			Enter the number of male and female employees by race/ethnicity				
			Gender	Race/Ethnicity		Gender	Race/Ethnicity		Gender	Race/Ethnicity		Gender	Race/Ethnicity			
Maytin Engineering 13900 NW 112 Avenue Hialeah Gardens, FL 33018	Rolando Maytin	Heavy & Civil Engineering & Concrete-Steel	M	White	1	F	Black	1	M	White	17	F	Black	18	Other	
Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	M	White		F	Black		M	White		F	Black		Other	
AramSCO 4740 E. Lakeland Commerce Parkway Lakeland, FL 33805-7647	Richard Salerno President & CEO	Environmental Materials Supplies	M	White		F	Black		M	White		F	Black		Other	

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.asp>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent: Julio O. Otazo Print Name: Julio O. Otazo V. President/Sec. 06/25/2012 Date: 06/25/2012  
 Print Title: V. President/Sec. UB 100 Rev. 6/12  
 ITE No. MDAD-03-11 AR-4 Addendum No. 2



**SUBCONTRACTOR SUPPLIER LISTING**  
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent **MCO ENVIRONMENTAL, Inc.** FEIN # **65-0071155**

Project/Contract Number **MDAD-03-11**

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. (Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)						Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			Gender		Race/Ethnicity				Gender		Race/Ethnicity						
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan
Demolition Masters 122 Madeira Avenue Coral Gables, FL 33134	Adonay Almeida Maitte Netsch	Site Work Demolition & Trucking	1	1	1	1	1	1	2	1	5						
ITRIX INC. 13005 NW 8 Lane Miami, FL 33182	Gustavo Zequeiro Maritza Zequeiro	Supplies/Materials/Services to be Provided by Supplier	1	1	1	1	1	1	6	6	6						

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.asp>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent  
  
Print Name **Julio O. Otazo**

V. President / Sec.  
Print Title

06/25/2012  
Date

UB 100 Rev. 6/12

Form No. MDAD-03-11

AR-4

Addendum No. 2

**SUBCONTRACTOR/SUPPLIER LISTING**  
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent MCO ENVIRONMENTAL, INC. FEIN # 65-0071155  
 Project/Contract Number MDAD-03-11

In accordance with Sections 2-8.1, 2-8.8 and 10-34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. (Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)		Employee(s) (Enter the number of male and female employees by race/ethnicity)													
			Gender	Race/Ethnicity	Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other							
PEOPLES PLUMBING & MECHANICAL, INC. 7320 NW 70 ST # B MIAMI, FL. 33166	GUSTAVO PINO	PLUMBING & MECHANICAL & A/C	M	2	M	1	1	3	1	1	1	1	1	1	1			
Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)		Employee(s) (Enter the number of male and female employees by race/ethnicity)													
AMERICAN COATING CORP 3037 NW 60TH STREET FT. LAUDERDALE FL. 33309	HERB WEASBERY	ENVIRONMENTAL MATERIALS SUPPLIES	Gender	Race/Ethnicity	Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other
			M	1	M	1	1	3	1	1	1	M	2	1	3			

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.asp>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent \_\_\_\_\_  
 Print Name

Julio O. Otazo  
 Vice Pres/Sec.

06/25/2012  
 Date

UB 100 Rev. 6/12

Form No. MDAD-03-11

AR-4

Attachment No. 2







## **SUBCONTRACTING POLICIES STATEMENT PURSUANT TO SECTION 2-8.8(4) OF THE CODE**

Subcontracting Policies Statement (County Code 2-8.8(4)). For all contracts in which a Bidder may use a Subcontractor, prior to contract award, the Bidder shall provide a detailed statement of its policies and procedures for awarding subcontracts. Failure to provide the required statement shall preclude the Bidder from receiving the contract. The format for this document is the Bidder's choice.

**(Insert Here)**

**PLEASE SEE ATTACHED**

AR-5



ASBESTOS & LEAD ABATEMENT • MOLD REMEDIATION • INDOOR AIR QUALITY  
RADON MEASUREMENT & MITIGATION • SITE REMEDIATION  
WATERPROOFING & PAINTING • FUEL TANK REMOVAL & REPLACEMENT  
GENERAL CONSTRUCTION • DEMOLITION • LANDSCAPING

June 20, 2012

## SUBCONTRACTING POLICY AND PROCEDURES STATEMENT

As a small Hispanic, woman and family owned local business, MCO Environmental, Inc. is committed to pursuing the best quality professional work. We are an Equal Opportunity Employer, Drug Free Workplace. In order to accomplish company goals and provide top quality service for our customers, we select our subcontractors' list based on the following criteria:

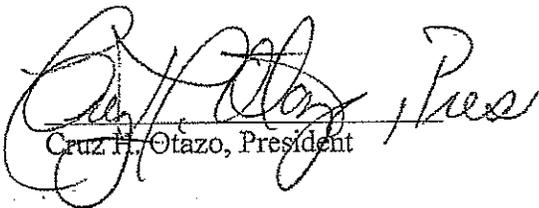
1. Experience, professionalism and dependability.
2. Trade record and financial strength.
3. Past experience with our firm and/or recommendations from previous clients.
4. Local, small, minority and women owned firms are encouraged to participate.

Standard procedure to notify local subcontractors:

1. Invitation to bid is faxed or e-mailed to prospective subcontractors, together with a request to submit qualification statement. All information necessary to prepare a qualification statement will be provided.
2. Specifications, drawings, scope of work, etc. are either hand delivered, fedexed, faxed or e-mailed to interested bidder. These documents are provided free of charge.
3. Appointments are scheduled with interested bidder to meet with our estimator to discuss any questions regarding the bidding process or clarify any issues.
4. Proposals are considered confidential and quotations are not divulged to any other competing firms.

Subcontractor award procedure:

1. All submitted proposals are given full and complete consideration.
2. Firms are checked for qualifications.
3. Among the qualified subcontractor the lowest responsive bid is awarded the contract.
4. Executed contract, purchase order or signed proposal is provided.

  
Cruz H. Otazo, President

**PROOF OF AUTHORIZATION TO DO BUSINESS**  
(Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S., if applicable.)

**(Insert Here)**

**PLEASE SEE ATTACHED**

AR-6

# *State of Florida*

## *Department of State*

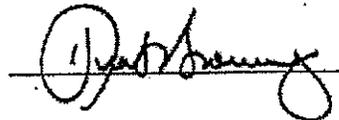
I certify from the records of this office that MCO ENVIRONMENTAL, INC. is a corporation organized under the laws of the State of Florida, filed on May 26, 1988, effective May 25, 1988.

The document number of this corporation is M82857.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on January 9, 2012, and 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  
Florida, at Tallahassee, the Capital, this the Tenth  
day of January, 2012*



*Secretary of State*



Authentication ID: 200217579742-011012-M82857

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.  
<https://efile.sunbiz.org/certauthver.html>

AFFIDAVIT

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN  
OR IRAN PETROLEUM ENERGY SECTOR LISTS  
FLORIDA STATUTES 215.473

Pursuant to 215.473, F.S., the { MCO Environmental, Inc. } ("Entity") must disclose, if the Entity or any of its officers, directors, or executives are doing certain types of business in or with Sudan or Iran.

Indicate below if the above named Entity, as of the date of submission:

has not engaged in commerce in any form in Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

has engaged in commerce with Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

CONSULTANT

MCO Environmental, Inc.

(Legal Name of Corporation)

ATTEST:

Secretary



(Signature and Seal)

Julio Orazo VP/SEC

(Type Name & Title)

By:



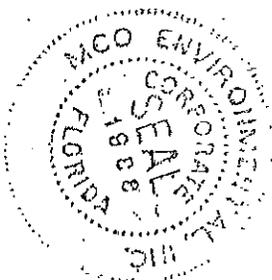
Consultant - Signature

Name:

Julio Orazo

Julio Orazo, VP/SEC

(Type Name & Title)



AR-7

**COUNTY ATTORNEY  
MIAMI-DADE COUNTY, FLORIDA**



AVIATION DEPARTMENT  
P.O. BOX 025504  
MIAMI, FLORIDA 33102-5504  
Phone: (305) 876-7040  
Fax: (305) 876-7294

MEMORANDUM

TO:	Lenora Allen-Johnson Contracts Administration	DATE:	July 26, 2012
FROM:	David M. Murray  Assistant County Attorney	SUBJECT:	Request for Responsiveness Opinion- Hazardous Material Removal Contract ITB MDAD-03-11

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You have asked whether the various bids submitted on the above solicitation are responsive. This opinion is provided solely on the basis of the facts as recited in your initial memoranda, copies of which are attached.

In sum:

- Simpson Environmental Services is not responsive, based on prior rulings by Small Business Development, which written opinions are incorporated by reference.
- Cherokee Services Inc. is responsive. Cherokee Services Inc. is a licensed asbestos abatement contractor pursuant to Ch. 469, Fla. Stat; that the solicitation incorrectly specified a license pursuant to Ch. 453, Fla. Stat, is not relevant, as that Chapter does not provide for asbestos licensure. In short, references to Ch. 455.303 are scrivener's errors, and do not require the County to reject qualifications received by bidders appropriately licensed under the actual controlling statute.
- MCO Environmental Inc. is responsive. Analysis of its asbestos license is identical to the above analysis for Cherokee Services. MCO submitted with its bid documentation from the EPA that it is certified in Lead Paint Activities, and has since submitted its license. Lastly, nothing on the face of bid bond indicates any irregularity.
- Prizm Response Inc. provided neither a General Contractors license nor a NADCA certification. Both licenses are required under the solicitation. Accordingly, Prizm's Response Inc. is not responsive.

Lenora Allen-Johnson

July 26, 2012

Page 2

- Shaw Environmental Inc. is not responsive. Shaw Environmental Inc. failed to provide evidence that it is an EPA Accredited Contractor that is certified to engage in lead based paint activities, that it is a State Certified Mold Remediator, and that that it is NADCA certified. These certifications are required under the solicitation. As these failures are itself sufficient to render the bid non-responsive, I do not analyze the bid security proffered by Shaw Environmental Inc.

- DPC General Contractors Inc is responsive. Analysis of its asbestos license is identical to the above analysis for Cherokee Services. DPC General Contractors Inc. submitted with its bid documentation from the EPA that it is certified in Lead Paint Activities, and has since submitted its license.

- Decon Environmental and Engineering Inc. is responsive. That bid bond qualifies its exposure to amounts less than \$2.5 million dollars. That qualification, however, is well in excess of the limits of liability required of the bid bond. Accordingly, Decon Environmental and Engineering Inc. is responsive.

DMM:ram  
Attachments

## **Allen-Johnson, Lenora (Aviation)**

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**From:** Allen-Johnson, Lenora (Aviation)  
**Sent:** Tuesday, July 03, 2012 2:33 PM  
**To:** Murray, David M. (Aviation)  
**Cc:** Hernandez, Pedro (Aviation); Clark-Vincent, Marie (Aviation)  
**Subject:** Request for Responsiveness Opinion-Hazardous Material Removal Contract-ITB MDAD-03-11  
**Attachments:** Allen-Johnson Lenora (Aviation).vcf; CAO ResponsiveMemo-Simpson-Hazardous.doc; CAO ResponsiveMemo-Cherokee-Hazardous.doc; CAO ResponsiveMemo-Decon-Hazardous.doc; CAO ResponsiveMemo-MCO-Hazardous.doc; CAO ResponsiveMemo-Prism-Hazardous.doc; CAO ResponsiveMemo-Shaw-Hazardous.doc; CAO ResponsiveMemo-DPC-Hazardous.doc

Please see the attached requests for responsiveness. Bids were received from the seven contractors on 6/27/2012 for the subject project.

Note that they all have one common error regarding the certification in accordance with the F.S. 455 requirement listed in the ITB. Note that an issue was raised regarding possible limitations with one of the bidder's license.

Also, SBD is in the process of completing their compliance review. So far, Simpson has a letter issued regarding their non-compliance.

I also have issues with the local preference documentation. I can send this separately or make an appointment to discuss. Let me know how you want to proceed.

**Allen-Johnson, Lenora (Avia...**  
Miami-Dade Aviation Department  
AVIATION SENIOR PROCUREMENT CO...  
Contracts Administration  
  
(305) 876-8065 Work  
LALLEN-JOHNSON@miami-airport.com  
P. O. Box 025504  
Miami, Florida 33102-5504

# Memorandum



**Date:** July 3, 2012  
**To:** David Murray  
Assistant County Attorney  
County Attorney's Office  
**From:** Lenora Allen-Johnson  
Contract Officer  
**Subject:** Legal Opinion Review - Hazardous Material Removal Contract, ITB No. MDAD-03-11

The Miami-Dade Aviation Department requires a legal opinion for the above referenced project as follows:

**Bidder:** Simpson Environmental Services, Inc.

**Synopsis:** The ITB had certain requirements, and it appears that the subject Bidder may not have met the ITB requirements. The deficiencies are as follow:

ITB Section	Opinion
<p><b>In accordance with Section 2. "Required Bidding Documents", the following is required:</b></p> <p>Schedule of Intent Affidavit – DBD 400 However, according to SBD, the following has occurred:</p> <p>Simpson was deemed Non-compliant by SBD, in accordance with the procedures, they can request a meeting within five (5) business days from the date of the notification which shows June 29<sup>th</sup> 2012 as the start date.</p>	

Please evaluate and advise in order to proceed with the solicitation.

Your assistance with this matter is greatly appreciated.

C: Pedro Hernandez  
David Murray, Assistant County Attorney  
Marie Clark-Vincent  
Clerk of Board

# Memorandum



**Date:** July 3, 2012  
**To:** David Murray  
Assistant County Attorney  
County Attorney's Office  
**From:** Lenora Allen-Johnson  
Contract Officer  
**Subject:** Legal Opinion Review - Hazardous Material Removal Contract, ITB No. MDAD-03-11

The Miami-Dade Aviation Department requires a legal opinion for the above referenced project as follows:

**Bidder:** Cherokee Enterprises, Inc.

**Synopsis:** The ITB had certain requirements, and it appears that the subject Bidder may not have met the ITB requirements. The deficiencies are as follow:

ITB Section	Opinion
<p>In accordance with Section 4. Bidder's Qualification's Form, sub-section 4.02 of the ITB, we had the following requirement:</p> <p>B. Be licensed as an Asbestos Contractor License pursuant to the provision of Florida Statutes Section 455.303; <b>and</b></p> <p><b>However, the bidder provided the following:</b></p> <p>State of Florida Department of Business and Professional Regulation Asbestos Licensing Unit, Lic# ZA453, Asbestos Business Organization, Adesh Ramroop, November 30, 2013, 469 F.S;</p> <p><b><u>Note that all of the bidders provided the F.S. 469 license.</u></b></p>	

Please evaluate and advise in order to proceed with the solicitation.

Your assistance with this matter is greatly appreciated.

C: Pedro Hernandez  
David Murray, Assistant County Attorney  
Marie Clark-Vincent  
Clerk of Board

# Memorandum



**Date:** July 3, 2012  
**To:** David Murray  
Assistant County Attorney  
County Attorney's Office  
**From:** Lenora Allen-Johnson  
Contract Officer  
**Subject:** Legal Opinion Review - Hazardous Material Removal Contract, ITB No. MDAD-03-11

The Miami-Dade Aviation Department requires a legal opinion for the above referenced project as follows:

**Bidder:** MCO Environmental, Inc.

**Synopsis:** The ITB had certain requirements, and it appears that the subject Bidder may not have met the ITB requirements. The deficiencies are as follow:

ITB Section	Opinion
<p>In accordance with Section 8. of the ITB, sub-section 8.01, the Bidder must provide a guaranty in one of the following forms, (Bid Bond (BB-1), Cashier's or Certified Check).</p> <p>However, the Bid Bond had the following problem:</p> <p>Bid Bond, signature different for Jerome Wetland from the Bond and insurance license</p>	
<p>D. EPA Accredited Contractor that is certified to engage in lead based paint activities; <u>and</u></p> <p>D. Has letter from United States Environmental Protection Agency cert expires March 23, 2015; and individual; need copy of certificate</p>	

Please evaluate and advise in order to proceed with the solicitation.

Your assistance with this matter is greatly appreciated.

C: Pedro Hernandez  
David Murray, Assistant County Attorney  
Marie Clark-Vincent  
Clerk of Board

# Memorandum



**Date:** July 3, 2012  
**To:** David Murray  
Assistant County Attorney  
County Attorney's Office  
**From:** Lenora Allen-Johnson  
Contract Officer  
**Subject:** Legal Opinion Review - Hazardous Material Removal Contract, ITB No. MDAD-03-11

The Miami-Dade Aviation Department requires a legal opinion for the above referenced project as follows:

**Bidder:** Prism Response, Inc.

**Synopsis:** The ITB had certain requirements, and it appears that the subject Bidder may not have met the ITB requirements. The deficiencies are as follow:

ITB Section	Opinion
<p><b>In accordance with Section 4. "Bidder's Qualification's Form", sub-section 4.02 of the ITB, Bidders have three initial certification requirements. However, based on the submittal, it appears that they do not qualify for any of the three categories. The item provided was as follows:</b></p> <p>Department of Business and Professional Regulation Construction Industry Licensing Board, Lic# CBC1256472, Building Contractor, John Regan, expires August 31, 2012;</p> <p>They did not provide a General Contractor's license. If they were trying to qualify for the 2<sup>nd</sup> certification item, they did not provide the certificate of competency</p>	
<p><b>In accordance with Section 4. Bidder's Qualification's Form, sub-section 4.02 of the ITB, we had the following requirement:</b></p> <p>B. Be licensed as an Asbestos Contractor</p>	

<p>License pursuant to the provision of Florida Statutes Section <del>455.303</del>; <b>and</b></p> <p>However, the bidder provided the following:</p> <p>B. Department of Business and Professional Regulation Asbestos Licensing Unit, Lic# CJC1154186, Ryan Regan, November 30, 2012, Asbestos Contractor, F.S. 469;</p> <p><b><u>Note that all of the bidders provided the F.S. 469 license.</u></b></p>	
<p><b>In accordance with Section 4. Bidder's Qualification's Form, sub-section 4.02 of the ITB, the following is required:</b></p> <p>F. National Air Duct Cleaners Association (NADCA) Certified HVAC System Remediator and Air Duct Cleaning Specialist.</p> <p><b>However, the Contractor did not provide this item.</b></p>	

Please evaluate and advise in order to proceed with the solicitation.

Your assistance with this matter is greatly appreciated.

C: Pedro Hernandez  
David Murray, Assistant County Attorney  
Marie Clark-Vincent  
Clerk of Board

# Memorandum



**Date:** July 3, 2012  
**To:** David Murray  
Assistant County Attorney  
County Attorney's Office  
**From:** Lenora Allen-Johnson  
Contract Officer  
**Subject:** Legal Opinion Review - Hazardous Material Removal Contract, ITB No. MDAD-03-11

The Miami-Dade Aviation Department requires a legal opinion for the above referenced project as follows:

**Bidder:** Shaw Environmental, Inc.

**Synopsis:** The ITB had certain requirements, and it appears that the subject Bidder may not have met the ITB requirements. The deficiencies are as follow:

ITB Section	Opinion
<p><b>In accordance with Section 8. of the ITB, sub-section 8.01, the Bidder must provide a guaranty in one of the following forms, (Bid Bond (BB-1), Cashier's or Certified Check).</b></p> <p><b>However, the Bid Bond had the following problems, note the dollar limit:</b></p> <p>Bid Bond, Lexon listed as surety, Need photo copy of surety's insurance license, Power of Attorney has 4m limit provided, and a 2009 date from Lexon Insurance Company</p>	
<p><b>In accordance with Section 4. Bidder's Qualification's Form, sub-section 4.02 of the ITB, we had the following requirement:</b></p> <p>B. Be licensed as an Asbestos Contractor License pursuant to the provision of Florida Statutes Section <u>455.303</u>; <b>and</b></p> <p>However, the bidder provided the following:</p>	

B. Only provided State of Florida Department of Business and Professional Regulation Asbestos Licensing Unit, expires November 30, 2013 for David Warner Mosher, Shaw Environmental, Inc., provision provided was 469 FS; and David Warner Mosher, Lic# ZA317, Asbestos Bus. Organ. 11/30/2013

**Note that all of the bidders provided the F.S. 469 license.**

**Also, in accordance with the Section cited above, the following was not provided:**

- D. EPA Accredited Contractor that is certified to engage in lead based paint activities; **and**
- E. State Certified Mold Remediator; **and**
- F. National Air Duct Cleaners Association (NADCA) Certified HVAC System Remediator and Air Duct Cleaning Specialist.

Please evaluate and advise in order to proceed with the solicitation.

Your assistance with this matter is greatly appreciated.

C: Pedro Hernandez  
David Murray, Assistant County Attorney  
Marle Clark-Vincent  
Clerk of Board

# Memorandum



**Date:** July 3, 2012  
**To:** David Murray  
Assistant County Attorney  
County Attorney's Office  
**From:** Lenora Allen-Johnson  
Contract Officer  
**Subject:** Legal Opinion Review - Hazardous Material Removal Contract, ITB No. MDAD-03-11

The Miami-Dade Aviation Department requires a legal opinion for the above referenced project as follows:

**Bidder:** DPC General Contractors, Inc.

**Synopsis:** The ITB had certain requirements, and it appears that the subject Bidder may not have met the ITB requirements. The deficiencies are as follow:

ITB Section	Opinion
<p>In accordance with Section 4. Bidder's Qualification's Form, sub-section 4.02 of the ITB, we had the following requirement:</p> <p>B. Be licensed as an Asbestos Contractor License pursuant to the provision of Florida Statutes Section 455.303; <u>and</u></p> <p>However, the bidder provided the following:</p> <p>B. Department of Business and Professional Regulation Asbestos Licensing Unit, Lic# CJC046275, Oscar Sever, November 30, 2012, Asbestos Contractor, F.S. 469;</p> <p><u>Note that all of the bidders provided the F.S. 469 license.</u></p>	
<p>In accordance with Section 4. Bidder's Qualification's Form, sub-section 4.02 of the ITB, the following is required:</p> <p>D. EPA Accredited Contractor that is certified to engage in lead based paint</p>	

<p>activities; <u>and</u></p> <p><b>However, the Contractor did not provide the certificate as follows:</b></p> <p>D. Received receipt for Application for firms to conduct lead-based paint abatement, application ID 143095; need copy of certificate</p>	
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Please evaluate and advise in order to proceed with the solicitation.

Your assistance with this matter is greatly appreciated.

C: Pedro Hernandez  
David Murray, Assistant County Attorney  
Marie Clark-Vincent  
Clerk of Board

# Memorandum



**Date:** July 3, 2012  
**To:** David Murray  
Assistant County Attorney  
County Attorney's Office  
**From:** Lenora Allen-Johnson  
Contract Officer  
**Subject:** Legal Opinion Review - Hazardous Material Removal Contract, ITB No. MDAD-03-11

The Miami-Dade Aviation Department requires a legal opinion for the above referenced project as follows:

**Bidder:** Decon Environmental & Engineering, Inc.

**Synopsis:** The ITB had certain requirements, and it appears that the subject Bidder may not have met the ITB requirements. The deficiencies are as follow:

ITB Section	Opinion
<p>In accordance with Section 8. of the ITB, sub-section 8.01, the Bidder must provide a guaranty in one of the following forms, (Bid Bond (BB-1), Cashier's or Certified Check).</p> <p>However, the Bid Bond had the following problem, note the dollar limit:</p> <p>Bid Bond, Lexon listed as surety, Need photo copy of surety's insurance license, \$2.5m limit provided;</p>	

Please evaluate and advise in order to proceed with the solicitation.

Your assistance with this matter is greatly appreciated.

C: Pedro Hernandez  
David Murray, Assistant County Attorney  
Marie Clark-Vincent  
Clerk of Board

# Memorandum



**Date:** July 10, 2012

**To:** Jose Abreu, Director  
Miami-Dade Aviation Department

**From:** Sheri McGriff, Unit Director, Business Opportunity Support Services  
Department of Regulatory and Economic Resources  
Small Business Development

**Subject:** Compliance Review  
ITB No. MDAD-03-11, Hazardous Material Removal Contract

Small Business Development (SBD), under Business Affairs, a Division of the Department of Regulatory and Economic Resources, has completed its review of the subject project for compliance with the Community Small Business Enterprise (CSBE) Program. The contract measure established for this project is a 10% CSBE Subcontractor Goal.

The Miami-Dade Aviation Department – Contracts Administration Division submitted bid documents for Cherokee Enterprises, Inc. (#1), Decon Environmental Engineering (#2), DPC General Contractors, Inc. (#3), Prism Response, Inc. (#4), Simpson Environmental (#5), MCO Environmental (#6), and Shaw Environmental, Inc (#7) for compliance review.

<u>FIRM</u>	<u>STATUS</u>
1. Cherokee Enterprises, Inc.	Compliant
2. Decon Environmental Engineering	Compliant
3. DPC General Contractors, Inc.	Compliant
4. MCO Environmental, Inc.	Compliant
5. Prism Response, Inc.	Compliant
6. Shaw Environmental, Inc.	Compliant
7. Simpson Environmental	Non-Compliant

Cherokee Enterprises, Inc. (#1) submitted the required Schedule of Intent (SOI) Affidavit committing to utilize Ruben Electric Technology, a certified CSBE firm, to perform electrical work at 10%. Ruben Electric Technology signed the SOI Affidavit in agreement with the information listed. Cherokee Enterprises, Inc. has fulfilled the contract measure requirement and is in compliance with the Implementing Order for the CSBE Program for the purchase of Construction Services.

Decon Environmental Engineering (#2) submitted the required SOI Affidavit committing to utilize F&F Engineering, a certified CSBE firm, to perform site preparation and industrial building construction work at 10%. F&F Engineering signed the SOI Affidavit in agreement with the information listed. Decon Environmental Engineering has fulfilled the contract measure requirement and is in compliance with the Implementing Order for the CSBE Program for the purchase of Construction Services.

DPC General Contractors, Inc. (#3) submitted the required SOI Affidavit committing to utilize Allied Demolition, Inc., a certified CSBE firm, to perform demolition work at 10%. Allied Demolition, Inc. signed the SOI Affidavit in agreement with the information listed. DPC General Contractors, Inc. has fulfilled the contract measure requirement and is in compliance with the Implementing Order for the CSBE Program for the purchase of Construction Services.

MCO Environmental, Inc. (#4) submitted the required SOI Affidavits committing to utilize the following CSBE certified firms: Bazanj Construction to perform general commercial contracting at up to 10%; Demolition Masters, Inc. to perform site work, demolition, and trucking at up to 10%; Gomez & Son Fence to perform fencing and specialty trades at up to 10%; Maytin Engineering to perform remodeling, industrial and commercial building, water and sewer, heavy and civil engineering, concrete and steel, demolition and trucking work at up to 10%; People's Plumbing and Mechanical, Inc. to perform plumbing, heating, and air conditioning at up to 10%; Primary Construction & Management Team LLC to perform general construction at up to 10%; Solo Air Conditioning to perform mechanical, plumbing, and HVAC at up to 10%; and Xpress Painting to perform painting and wall covering, plaster and stucco work at up to 10%. Each subcontractor signed its respective SOI Affidavit in agreement with the information listed. MCO was asked by SBD to provide the specific percentage of work each subcontractor will perform. In an e-mail to SBD, MCO Environmental, Inc. indicated that each of its eight (8) subcontractors will fulfill 1.25% of the CSBE goal. MCO Environmental, Inc. has fulfilled the contract measure requirement and is in compliance with the Implementing Order for the CSBE Program for the purchase of Construction Services.

Prism Response, Inc. (#5) submitted the required SOI Affidavit committing to utilize Allied Demolition, a certified CSBE firm, to perform demolition work at 10%. Allied Demolition, Inc. signed the SOI Affidavit in agreement with the information listed. Prism Response, Inc. has fulfilled the contract measure requirement and is in compliance with the Implementing Order for the CSBE Program for the purchase of Construction Services.

Shaw Environmental, Inc. (#6) submitted the required SOI Affidavit committing to utilize CES Consultants, Inc., a certified CSBE firm, to perform general civil engineering at 5% and engineering construction management work at 5%. CES Consultants, Inc. signed the SOI Affidavit in agreement with the information listed. Shaw Environmental, Inc. was asked by SBD to provide the type of construction work that CES Consultants, Inc. will perform as the trades listed on the initial SOI Affidavits were Architectural and Engineering technical categories. In an e-mail to SBD, Shaw Environmental provided SOI Affidavits indicating that CES Consultants, Inc. will perform Industrial Building Construction at 5% and Commercial & Institutional Building Construction at 5%. Shaw Environmental, Inc. has fulfilled the contract measure requirement and is in compliance with the Implementing Order for the CSBE Program for the purchase of Construction Services.

Simpson Environmental (#7) submitted an SOI Affidavit committing to utilize Thunder Demolition to perform demolition work at 10%. Thunder Demolition was not certified as a CSBE firm at the time of bid submittal. Pursuant to Section (3)B.6.a. of the Code: *Where a first tier subcontractor goal has been imposed, bid documents shall require bidders to submit a Schedule of Intent Affidavit, on the bid submittal due date identifying all CSBEs to be utilized to meet the first tier subcontractor goal and the trade designation of the work each will perform.* The utilization of a non-CSBE constitutes non-compliance with the Code. A letter was sent to Simpson Environmental informing the firm of its Non-Compliance with the CSBE Subcontractor Goal requirement on June 29, 2012.

SBD has verified that none of the aforementioned firms are listed on the Goal Deficit Make-Up Report as of July 1, 2012. Please note that SBD staff reviewed and addressed compliance with the CSBE program. The Miami-Dade Aviation Department - Minority Affairs Division is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to call Kelly Duncombe at (305) 375-3136.

SM:kd

c: Lenora Allen-Johnson, MDAD  
Traci Adams-Parish, SBD