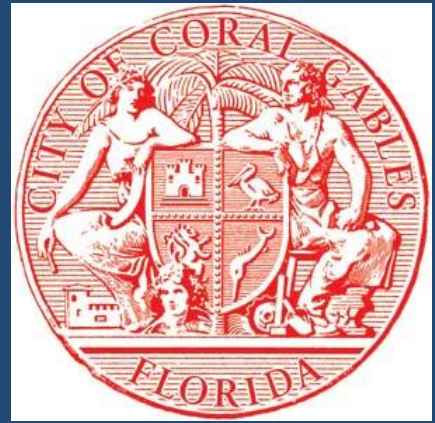


# City of Coral Gables, FL

RFP No. 2010.11.01

December 15, 2010

## Biltmore Golf Course Remediation Project



Proposer: Cherokee Enterprises, Inc. (CEI)  
Proposers Address: 14474 Commerce Way  
Miami Lakes, FL .33016  
Proposers Telephone: (305) 828-3353  
Proposers Contact: Amanuel Worku, PE  
Proposers Email: aw@cherokeecorp.com





# CORAL GABLES, FL

City of Coral Gables, 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

## SECTION 6




### Request for Proposal (RFP) No 2010.11.01

#### 6.0: RFP RESPONSE FORMS

##### SUBMITTED TO:

City of Coral Gables  
Office of the Chief Procurement Officer  
2800 SW 72 Avenue  
Miami, Florida 33155

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the Proposal and Contract Documents for the Contract price and within the Contract time indicated in the Proposal and in accordance with the Other terms and conditions of the proposal and Contract Documents.
2. Proposer accepts and hereby incorporates by reference in this Proposal Response Form all of the terms and conditions of the Request for Proposal.
3. Proposer proposes to furnish all labor, services and supervision for the work described in this Request for Proposal.
4. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Request for Proposal:

Addendum No. <u>1</u>	Date <u>12/6/2010</u>	Initials <u>GC</u> 
Addendum No. <u>2</u>	Date <u>12/7/2010</u>	Initials <u>GC</u> 
Addendum No. <u>3</u>	Date <u>12/9/2010</u>	Initials <u>GC</u> 
No addendum was received _____	Date _____	Initials _____

5. Proposer accepts the provisions of the Contract as to penalties in the event of failure to provide services as indicated.

6. Proposers correct legal name: Cherokee Enterprises, Inc.  
Address: 14474 Commerce Way  
City/State/Zip: Miami Lakes, FL 33016  
Telephone No./Fax No.: (305) 828-3353 / (305) 828-9317  
Social Security or Federal I.D. No.: 65-0891158  
Officer signing Proposals: Gabino Cuevas, PE  Title: CEO







**First Sealord Surety, Inc.**  
**Power of Attorney**

Power No: MIA-0495-10-20564

**KNOW ALL MEN BY THESE PRESENTS:** That First Sealord Surety, Inc., a corporation of the Commonwealth of Pennsylvania, (hereinafter the "Company") has made, constituted and appointed, and by these presents does make, constitute and appoint

**Michele Council and/or Gladys Keith all of Lake Placid, Florida**

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows:

\*\*\*\*\* **Not To Exceed Five Million Dollars-----(\$5,000,000.00)** \*\*\*\*\*

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Corporation as fully and to the same extent as if signed by the duly authorized officers of the Corporation and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Corporation on April 7, 2003 with all Amendments thereto and are still in full force and effect:

"Article XII: Policies, Bonds, Recognitions, Stipulations, Consents of Surety, Underwriting Undertakings, and Instruments Relating Thereto.

**Section 12-1.** Insurance policies, bonds, recognitions, stipulations, consents of surety and underwriting undertakings of the Corporation, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Corporation: a) by the Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary; or b) by an Attorney-in-Fact for the Corporation appointed and authorized by the Chairman of the Board, the President, or a Vice President to make such signature; or c) by such other officers or representatives as the Board may from time to time determine. The seal of the Corporation shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative. The authority of such Attorney-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

**IN WITNESS WHEREOF,** First Sealord Surety, Inc. has caused these presents to be duly signed and its corporate seal to be hereunto affixed and duly attested this 20th day of January, 2004.



(Seal)

Attest:

Gary L. Bragg, Secretary

First Sealord Surety, Inc.

By:

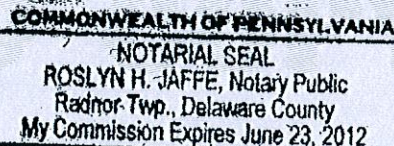
Joel D. Cooperman, Vice President

Commonwealth of Pennsylvania  
County of Montgomery

On this 22<sup>nd</sup> day of April, 2010, before me personally appeared Joel D. Cooperman, Vice President of First Sealord Surety, Inc., satisfactorily proven to be the person whose name is subscribed to this instrument (driver's license), who, being by me duly sworn, said that he resides in the Commonwealth of Pennsylvania, that he is Vice President of First Sealord Surety, Inc., the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as Vice President of said

State of Pennsylvania  
County of Delaware

- Notary Public



(Seal)

**CERTIFICATE**

I, the undersigned Secretary of First Sealord Surety, Inc. do hereby certify that the original Power of Attorney of which the foregoing is a true, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Officer who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an Attorney-in-Fact as provided in Section 12-1 of the By-Laws of First Sealord Surety, Inc. This Certificate may be signed and sealed by facsimile under and by authority of the following provisions of the By-Laws of First Sealord Surety, Inc.:

**"Section 12-2.** The use of a printed facsimile of the corporate seal of the Corporation and of the signature of the Secretary or an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the Corporation surety bonds, underwriting undertakings, or other instruments described in said Section 12-1, with like effect as if such seal and such signature had been manually affixed and made."

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Corporation to these presents

this 9 day of December, 20 10.

This power of attorney is void unless the Bond number is inserted in this paragraph (insert Bond # here 10), the bond number is the same number as on the original bond, and the bond number has been inserted by an officer or employee of the Company or by the agent.

(seal)

Gary L. Bragg, Secretary



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Principal-in-Charge/Chief Executive Officer  
Gabino Cuevas, PE, LEED-AP

*"Cherokee Enterprises, Inc. (CEI) is pleased to submit the enclosed response to the City of Coral Gables for Request for Proposal (RFP) No. #2010.11.01. Our intent with this submittal is to present our team's commitment and exceptional ability to provide the City of Coral Gables with the best value and service on this project."*





December 15, 2010

City of Coral Gables  
Office of the Chief Procurement Officer  
2800 SW 72<sup>nd</sup> Avenue  
Miami, Florida 33155

Re: Letter of Commitment and Authorization for  
City of Coral Gables  
RFP # 2010.11.01

Dear Selection Committee:

Cherokee Enterprises, Inc. (CEI) is very interested in offering our arsenic remediation services to the City of Coral Gables in response to your Request for Proposal #2010.11.1. We offer unparalleled quality and professionalism and a strong local presence, including maintaining our corporate headquarters here in Miami-Dade County. The following documentation presents our team's qualifications and local experience in providing these services. CEI also provides a proven track record of past performance with numerous municipalities, including the City of Coral Gables.

CEI is a Design/Build Civil and Environmental Engineering firm located in Miami Lakes, Florida, with branch offices located in Fort Lauderdale and Jacksonville, Florida. We have completed numerous remediation projects for both public and private clients, since 1999. Moreover, CEI has successfully completed an environmental remediation project for the City of Coral Gables Country Club in September of 2009. Therefore, we understand, first-hand, the City's expectations with a project of this scope and size.

With a majority of our work representing public agencies, CEI recognizes the time and budget constraints under which your agency operates, and we have developed a proven approach that enables us to meet your remediation needs, quickly, accurately, and cost effectively.

Your project will be handled by CEI's Senior Environmental Team Members. Mr. Gabino Cuevas, as the Project Principal, is a Professional Engineer in Florida, Georgia and Puerto Rico, as well as a Leadership in Energy and Environmental Design Accredited Professional with over 25 years of experience; and Amanuel Worku, as the Senior Project Manager/Principal, a Professional Engineer in Florida with extensive expertise in managing large environmental and construction-related projects. These Senior Team Members will ensure that your project will receive:





- ✓ Rapid Response
- ✓ Accurate and thorough Analysis
- ✓ Consistent Communication
- ✓ Superior Client Services
- ✓ Innovative, Practical and Cost Effective Solutions

We sincerely appreciate this opportunity to respond to your Request for Proposals and look forward to the prospect of working with the City again in this effort.

If you need any more information, please contact me at 305-828-3353, extension 13.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Gabino Cuevas'.

\*Gabino Cuevas, P.E.  
Chief Executive Officer

A handwritten signature in blue ink, appearing to read 'Amanuel Worku'.

\*Amanuel Worku, P.E.  
Vice President of Environmental Sciences

***\* Persons authorized to make representations for the proposed team***

**14474 Commerce Way  
Miami Lakes, FL 33016  
P: (305) 828-3353  
F: (305) 828-9317**

GC-AW/mrm



## Proposer's Profile

CEI is an excellent resource for the City of Coral Gables arsenic remediation project requirements. CEI has proven to the City of Coral Gables that we provide added value when utilized. Our intimate understanding of state and federal regulatory agencies bring great value to a municipality.

Cherokee Enterprises, Inc. (CEI) is an engineering and contracting company with unique philosophies, goals, and visions. From CEI's opening in 1999, its four Principals-Christine Franklin, Gabino Cuevas, Alex Sanchez, and Amanuel Worku- have established impeccable reputations in the environmental engineering and remediation industry. They have worked together continuously at CEI, and as former employees of a large, multinational firm.

CEI fills the gap in the environmental engineering and construction services market as a company that provides its clients the **BEST VALUE** for every dollar spent on Pollutant Storage System, Civil/Heavy Construction, Environmental Remediation, Facilities Management and Compliance, and Construction Management and Support. CEI has the design-build capability in the Bulk Fueling and Hydrant Piping system field.

CEI's skills and experience are centered on our Mission statement which is to **"Provide only the Best Value to our Clients."** CEI provides Best Value by keeping our overhead low and our service level high.

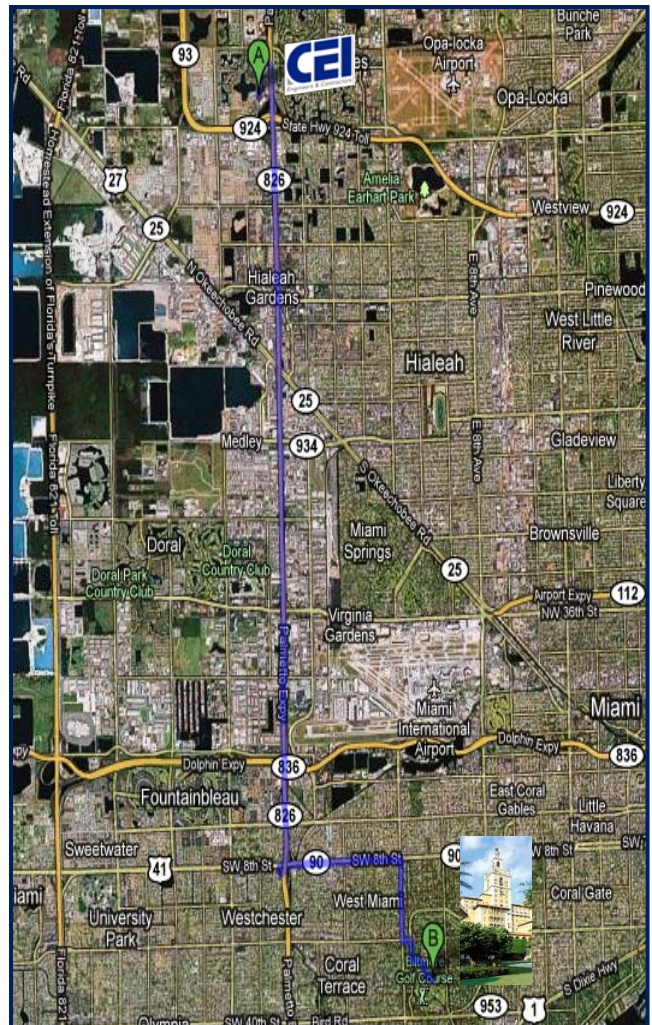
Our commitment to our clients is the following:

- To listen to your needs and translate those into creative, workable, economical and agreeable solutions;
- To maintain a staff of technically competent people, who are bright and innovative and committed to performing to the best of their ability;

- To stay abreast of prevailing regulations to keep you alert, informed and responsive;
- To continually strive to find ways to perform our core competencies better; and,
- To provide cost-effective solutions.

### State and Location of Proposer's Office

Our size and location makes us immediately responsive and our decision-makers readily available to you. CEI is strategically located in Miami, Fort Lauderdale and Jacksonville, Florida. Our Corporate Offices are approximately 15.6 miles from the Biltmore Hotel Golf Course site.





## Proposer's Profile

### Description of Firm

CEI is a privately held company, focused on providing **World Class Service and Solutions** to our clients' environmental issues. The firm is 100% minority-owned, and is certified as a Small Disadvantaged Business (SDB) under the US Small Business Administration (SBA) guidelines.

CEI is a fully licensed environmental engineering/geology and contracting firm with 45 employees, consisting of engineers (including Professional Engineers), Professional Geologists, Field Technicians, Construction Supervisors, Construction Manager, and administrative and support staff.

CEI holds the following licenses and certifications (copies of these professional licenses can be found in the Appendices):

- Professional Engineering Business, 00008149
- Certified General Contractor, CGC1505536
- Certified Pollutant Storage System Contractor, PCC056851
- Certified Hazardous Materials Manager, 1575
- Professional Geology Business, GB548

As a licensed General Contractor, CEI can perform construction services to support new and existing infrastructure needs. Civil/Heavy Construction services include:

- Heavy Construction
- Civil and Concrete Work
- Facility Demolition and Decommissioning
- Earthwork and Paving
- Drainage and Underground Utilities
- Piping Systems Erection
- Mechanical Equipment Installation

As a full-service engineering business, CEI has various engineers, scientists, and compliance experts to support a wide variety of environmental and water resource projects, including:

- Remote data collection and field services
- Drilling/geological services and aquifer performance testing
- Assessment and monitoring of water quality
- Design of storm water controls and constructed wetlands
- NPDES permitting and preparation of Storm Water Pollution Prevention Plans
- Permit expediting with FDEP, USACE and local municipalities
- Canal conveyance capacity planning and studies
- Hazardous materials testing and design of remediation systems

CEI is also a Certified Pollutant Storage System Contractor with significant experience in the bulk fuel storage and distribution market, including:

- Compliance with regulatory requirements
- Spill Prevention Control and Countermeasure Plans (SPCC)
- Engineering design and installation of underground and aboveground storage tank systems and associated piping
- Installation and maintenance of fuel dispensing equipment
- Removal of existing storage tank systems



## Proposer's Profile

As specifically relating to the requested arsenic remediation services, CEI has worked on various site assessments, contaminates soil (source) removals, free-floating product (FFP) recovery, remedial action plan designs, remedial plan implementations, remedial system operation and maintenance, long-term site monitoring and reporting, hazardous and non-hazardous waste handling, lead and asbestos abatement, sediments, and regulatory negotiations.

Our knowledge of the local, state and federal regulations pertaining to arsenic remediation will be a great asset to the City of Coral Gables. CEI also provides highly qualified personnel with decades of experience working in the local Miami-Dade County geology and environment. Our turnkey, design-build capabilities assure the City that they will receive the most-effective remedies to their regulatory issues. We feel confident that the City of Coral Gables will be pleased with the recommendations offered by our past clients outlined in the next section.

### Similar Municipal Experience

CEI has successfully performed arsenic soil removal and site preparation services for several public entities. These similar municipal engagements are outlined below.

**Project:** *Miami-Dade County School Board, A-1 School Site, Arsenic Impacted Soil Removal and Site Preparation*

**Reference:** Suffolk Construction, Kurt Langford

**Phone #:** (561) 832-1616

### Description:

Cherokee Enterprises, Inc. (CEI) was awarded a contract by Suffolk Construction, the General Contractor to the Miami-Dade County School Board (School Board) for the A-1 School Site, to remove Arsenic Impacted Soil (AIS) and place a building pad for the construction of a new elementary school on a six acre plot of former farm land in South Miami-Dade County, Florida.

The project was made more complex by the School Board's request to expedite construction activities to meet the opening of the 2007/2008 school year. In response to this CEI proposed beginning backfilling activity while AIS excavation was still underway, in essence, following the excavation across the property. At the peak of construction activity, with both excavation and backfill occurring simultaneously, CEI supervision was responsible for managing a crew of eight heavy equipment operators and ensuring that over two hundred trucks safely removed or deposited loads on site.

In the remediation phase, the following activities were performed:

- Excavation and loading of approximately 12,000 tons of impacted soils.
- Transportation, disposal and manifesting of impacted soils.

In the backfilling phase, the following activities were performed:

- Surveying of the area into grids. Different final elevations were required across the site.
- Importing approximately 33,000 tons of crushed lime rock.



## Proposer's Profile



Excavation of arsenic impacted soils while, concurrently, placing crushed lime rock for backfill material

**Project:** *Miami-Dade County School Board, BBB-1 School Site, Arsenic Soil Removal & Site Preparation Miami, Florida*

**Reference:** MACTEC Engineering, Wendy Leonard

**Phone #:** (305) 826-5588

**Description:**

Cherokee Enterprises, Inc. (CEI) was awarded a contract by Suffolk Construction, the General Contractor to the Miami-Dade County School Board for the BBB-1 School Site, to remove Arsenic Impacted Soil (AIS) and place a building pad for the construction of a new elementary school.

CEI also prepared a health and safety plan, accident prevention plan, environmental protection plan, and managed the soil removal, disposal and placement of backfill.

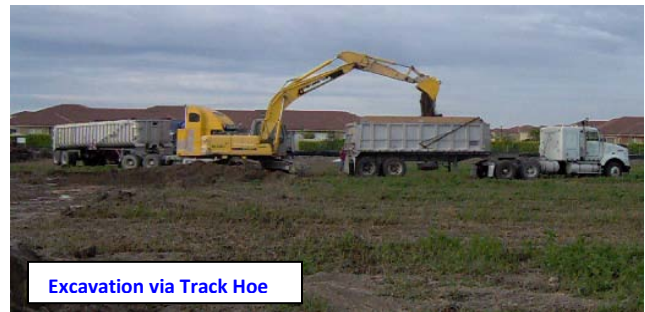
Key components of project included:

- Excavating, disposal and loading of approximately 3,500 tons of manifesting of impacted soils
- Importing approximately 25,000 tons of crushed lime rock
- Spreading, compacting and testing of crushed lime rock
- Conducted erosion control on the perimeter of the site

- Prepared a Storm Water Pollution Prevention Plan (SWPPP) for site

Heavy equipment used included:

- 300 Series Track Excavators with Thumbs
- 544 Series Loader
- 650 Series Bulldozer for Excavation
- 84" Rollers for Backfill



Excavation via Track Hoe

**Project:** *Miami-Dade County School Board, E-1 School Site Demolition & Soil Removal, Miami-Dade County, Florida*

**Reference:** MACTEC Engineering, Wendy Leonard

**Phone #:** (305) 826-5588

**Description:**

Cherokee Enterprises, Inc. (CEI) was contracted by Pirtle Construction to demolish structures and remove soil which was unsuitable for building pads as well as being contaminated with Arsenic. CEI preformed site preparation and demolished portable classrooms and blacktop areas and also removed unsuitable soil contaminated with Arsenic.

Key components of the project included:

- Removed approximately 5,000 tons of impacted soil
- 200 Series Track Excavators with Thumb



## Proposer's Profile

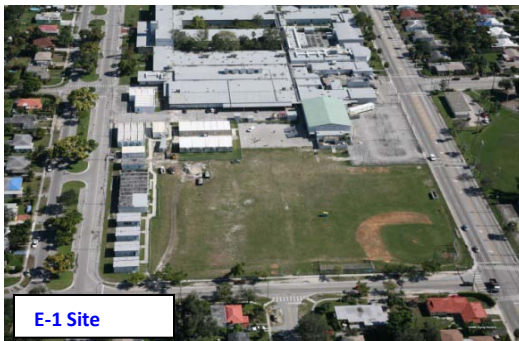
- 544 Series Loader
- 650 Series Bulldozer

Project highlights included:

Construction occurred adjacent to a major traffic intersection and during school hours. Site safety was of extreme importance to protect motorists and children.



Loading AIS soil into trucks for disposal



E-1 Site

**Project:** City of Coral Gables Country Club, Removal of Contaminated Soils and Free Floating Product, Miami-Dade County, Florida

**Reference:** City of Coral Gables, Kenneth Ingersoll

**Phone #:** (305) 460-5054

### Description:

Cherokee Enterprises, Inc. (CEI) was awarded a contract by the City of Coral Gables to remove contaminated soil and free floating product (FFP). The project consisted of the following:

- Mobilized appropriate field personnel and equipment to the site.

- Excavated soils along the proposed areas to a depth of 4 feet BLS. This soil (approximately 734 cubic yards or approximately 1,028 tons) was properly stockpiled and secured on site to be reused as backfill.
- Excavated soils along the proposed areas from 4 feet BLS to 9 feet BLS. This soil (approximately 918 cubic yards or approximately 1,285 tons) was stockpiled separately on a visqueen surface to be transported offsite for disposal. The use of a berm type enclosure and cover was used to prevent water runoff from stockpiles with saturated soils. The stockpiled soil was covered to include beyond the berm area to prevent storm water accumulation.
- Vertically screened soils from the vadose zone (at every two feet interval down to one foot above the water table) along each excavation sidewall for organic vapors, using an Organic Vapor Analyzer equipped with a flame Ionization Detector (OVA/FID).
- Collected five (5) composite soil samples, as per Chapter 62-713 Florida Administrative Code (FAC), from soils excavated from the 4 to 9 feet BLS (when sampling for volatile organics, discrete sampling will be required).
- Submitted the soil samples to a state certified laboratory for analysis of Volatile Organic Halocarbons (VOHs), Total Recoverable Petroleum Hydrocarbons (TRPHs) via FL-PRO, Polynuclear Aromatic Hydrocarbons (PAHs), TOX, and four (4) Resource Conservation and Recovery Act (RCRA)

## Proposer's Profile

metals (i.e., arsenic, lead, chromium and cadmium) for arrangement of soil disposal.

- Pumped out approximately 4,000 gallons of groundwater with visible sheen and strong petroleum odor for disposal.
- Sloping (2:1) of the excavation sidewalls (especially around the building) was done to prevent cave-ins.
- Secured excavation area with chain-linked fence, water-filled barriers, barricades or other means as necessary.
- Installed drainage system to allow proper storm water drainage of the parking lot.
- Backfilled, graded, compacted and restored the excavation area to its original condition.



**Project:** *Environmental Protection Agency (EPA) Brownfield Site Assessment and Remediation at the Former Star Service Station, Miami-Dade County, Florida*

**Reference:** City of Miami, Harry James

**Phone #:** (305) 416-1468

### **Description:**

Cherokee Enterprises, Inc. (CEI) proposed measures that the Liberty City Community Revitalization Trust (Formerly Model City Trust) utilized to maximize the grant monies awarded by the US Environmental Protection Agency (EPA) and maximized the four site's eligibility in the Florida Department of Environmental Protection (FDEP) Petroleum Pre-approval Program.

CEI found the most effective approach to accelerate the cleanup schedule by conducting source removal of the most contaminated areas, that is, those areas that appear to be the sources of the overall site contamination. Without immediate source removal, groundwater contamination continues via contact with the petroleum saturated soil, as well as via storm water infiltration through the source area. This action alone is normally sufficient to eliminate up to 90 percent of the overall contamination at many sites. At the very least, it will eliminate a continuing source of contamination and make the final remediation approach much more effective and timely.

Recently, the Miami-Dade County Department of Environmental Resource Management (DERM) has begun to allow additional activities during the source removal, such as open hole air sparging of the exposed groundwater, or



## Proposer's Profile

the addition of slow release oxygenating compounds during backfilling operations that increase the rate of natural biodegradation ("bioremediation") of the remaining contamination.

CEI implemented source removal activities with open trench air sparging for one of the LCT sites after obtaining approval on a Site Assessment Report (SAR). CEI completed soil and groundwater assessment activities by delineating the contaminants vertically and horizontally.

The site assessment report and subsequent assessment addendum reports were approved and preparation of a Remedial Action Plan (RAP) was initiated.

In 2009, the Limited Scope Remedial Action Plan (LSRAP) was submitted and a Remedial Action Plan (RAP) approval order was issued by the Florida Department of Environmental Protection (FDEP).

The proposed environmental remedial activities described in the RAP and implementation included:

- Excavation (Source Removal) and disposal of petroleum contaminated soil just above and below the water table Just above and below the water table (smear zone);
- Simultaneous air sparging of the open excavation; and,
- Removal of any groundwater with visible sheen and/or Free Floating Product (FFP).



**Project:** *Federal Law Enforcement Training Center Remediation of Outdoor Firing Ranges 1-4, Glynco, Georgia*

**Reference:** Department of Homeland Security, James Jones

**Phone #:** (912) 267-3322

**Description:**

Cherokee Enterprises, Inc. (CEI) was awarded a contract through the U.S. Small Business Administration (SBA) 8(a) Program to remediate four firing ranges in Georgia. Previous assessment work performed by others had identified high levels of lead in the berms and range surfaces. CEI delineated the lead contamination at the site and remediated the soil by excavating, pug milling, and treating soil to below 5.0 parts per million (ppm) or milligram per liter (mg/L) of lead, and disposing the soil at a licensed disposal facility.

During regulatory negotiations, CEI prepared and provided all documentation required under Georgia Department of Natural Resources (DNR), Environmental Protection Division (EPD), Hazardous Site Response Act/Regulations, a Site-Specific Field Sampling Plan (SFSP), and negotiated a work plan that was efficient, economical, and met all codes, regulations, and best industry practices.

## Proposer's Profile

Borings were installed using truck mounted GeoProbe. Technicians collected approximately 100 soil samples to identify the horizontal and vertical limits of the contamination. In addition, CEI supervised the installation of shallow and deep groundwater monitoring wells to determine the extent of groundwater contamination.

In the remediation phase, the following activities were performed:

- Demolition of range building towers and walls
- Excavation, sifting and stabilization of soil to a non-hazardous level
- Transporting and disposal of treated soil
- Preparation and submission of final remediation report
- Backfilling and compacting the excavation
- Final site restoration

Treated soils shown to be non-hazardous by analytical testing (TCLP of lead less than 5 mg/L) were transported to a permitted RCRA Subtitle D Landfill, Waste Management's Superior Landfill in Savannah, Georgia for disposal. A total of 16,881 tons of stabilized soil from the backstop berm, range floors, and finger berms were transported and disposed of at Superior Landfill.

Metal lead fragments removed through sifting were stockpiled and recycled by a licensed contractor, Gulf Coast Recycling, Inc., located in Tampa, Florida. A total of approximately 246 tons of lead fragments were removed and recycled.

Erosion and sediment control (E&SC) measures were installed at the Site in accordance with the approved Environmental Protection Plan (EPP) to prevent migration of soil/sediment-bound contaminants to surface water bodies. The type of E&SC measures installed included silt fence and hay bales. E&SC measures were inspected daily to monitor their continued effectiveness. Additional E&SC measures were installed as needed as the removal action progressed to prevent the transport of eroded soil from the site.

Erosion and sediment control (E&SC) measures were established prior to initiating earthwork activities to prevent the transport of sediment from construction areas to nearby drainage structures and water bodies. Site activities were conducted in a manner which limited erosion and sedimentation. Construction activities were implemented with the guidance listed in the numbered paragraphs below:

1. Minimize Land Disturbance. To the extent possible and practical, for construction-disturbed areas the duration of exposure to erosion elements was minimized. Clearing of natural vegetation were limited to only those areas of the site to be developed at a given time. To the extent possible and practical, natural vegetation were retained and protected.
2. Forward Planning. Planning for construction activity considered site topography and soils, and the potential effects on erosion and sedimentation. Areas of steep, erodible slopes and erodible soils were not be disturbed without



## Proposer's Profile

instituting proper engineering controls.

3. **Stabilization of Disturbed Areas.** Construction-disturbed areas were stabilized as soon as practical. Temporary or permanent vegetation, and mulch, or a combination of these measures, were employed as quickly as possible and practical after the land was disturbed.
4. **Sediment Capture.** Sediment barriers and related structures were installed to filter or trap sediment at the site.

Clearing included all activities associated with the removal of trees, stumps, brush, concrete walkways, and other impediments within the excavation areas. In addition, specific structures including buildings, shooting stands, targets and baffles were demolished or recycled and removed from the Site.

Concrete debris (including baffles, building materials and sidewalks) will be cleaned, as necessary, and recycled, or disposed of at a C&D Landfill. All aboveground portions of significant trees were felled, delimbed and stockpiled outside of the excavation areas for removal by a license tree hauler. All other debris within the source removal areas, including stumps and roots, were handled in a manner consistent with the excavated soils.

Upon completion of the excavation activities and receipt of acceptable confirmation sample analytical results, the Site was restored as required. Soil from the finger berms and remaining backstop berm not subject to excavation, and demonstrated to not contain lead at

concentrations above the RRSs, were leveled and used to fill in excavated portions of the firing range floors. The soil was tested in accordance with ASTM D 1556 to make sure it met the contract requirement for a backfill material. Backfill materials were compacted to 90% compaction test results, graded, and seeded with grass. Approximately, 1,000 cubic yards of soil from the floor/backstop berm remain in place, stockpiled, for future use by FLETC. After compaction test yielded the required results, the site was prepared for hydro seeding. A subcontractor installed the grass (Bermuda) by the spraying it over the compacted and graded area. **The project received a Small Business Achievement Award from the U.S. Department of Homeland Security (DHS) honoring Outstanding Performance.**



Demolition of brick wall between Firing Range Nos. 3 and 4



Excavation, Sifting, and Stockpiling of lead

### Litigation Statement

CEI attests to have never been involved in any litigation arising out of our past performance.

## Proposer's Qualifications

The objective of the team is to successfully complete source removal activities for arsenic impacted soils as quickly and economically as possible. To support this challenging but important objective, CEI has selected senior staff members who can devote significant amounts of time to meet with the City's personnel under this project. Each team member has extensive project management experience and thorough knowledge, helping to ensure that your project stays on time and within budget.

Based on the extensive environmental remediation experience of CEI's key personnel, the CEI team is able to self-perform the required activities for the City of Coral Gables. These results derive from the flexibility and responsiveness of the team members.

In addition to CEI's self-performing abilities, the Team's equipment is stored at various locations throughout the South Florida region. Subcontracted equipment can also be mobilized to the sites within 2 hours of a notice to proceed. CEI will ensure that we have the right people for each project complemented by the adequate resources required to complete the project. Evidence of all CEI-owned equipment is illustrated in Exhibit 1 within this section.

### Summary of Firm-Wide Qualifications

CEI's skills and experience include projects ranging from site investigations, environmental property audits, design and construction of soil and/or groundwater remediation systems, hazardous waste assessment and remediation, waste management plans groundwater monitoring plans, and engineering controls design, as well as emergency response and source removals. Technologies include pump and treat systems, air sparging, soil vapor extraction, multi-phase vacuum extraction, bioremediation, and natural attenuation.

The firm has professional engineers, geologists, and scientists, and other essential professionals. We also maintain excellent administrative services (accounting, marketing, clerical, etc.) personnel to complete our staffing. CEI is a licensed engineering and geology business, as well as a General Contractor (GC) and Pollutant Storage System Contractor (PSSC).

CEI highly values quality and safety. Our staff maintains yearly training in various categories:

- Occupational Safety and Health Administration (OSHA) agency courses:
  - 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER)
  - 8-hour HAZWOPER Supervisory
  - 30-hour Construction Safety & Health
  - Asbestos Awareness & Control Training for General Contractors
  - Lead Awareness & Control Procedures for General Contractors
  - Confined Space Entry
  - Excavation Competent Person
- U.S. Army Corps of Engineers Construction Quality Management for Contractors
- University of Florida TREEO Center Environmental Management Systems Internal Audit Procedures

Throughout our history, CEI has never had an incident consisting of any significant accident, injury, or damage to client property or operations. An integral part of our corporate strategy is to provide all of our employees with a minimum of 40 hours of annual training in various areas of technical expertise, health and safety, project management, and self-improvement.



## Proposer's Qualifications

In addition to annual training, CEI project and field personnel participate in a yearly medical surveillance program in order to help assure the health of employees who have workplace exposure to particular health hazards known to pose risk for a potentially serious health condition, illness or injury. The program requirements are established to meet OSHA and other applicable regulatory and consensus industry standards.

### **Familiarity and Understanding of Applicable Rules & Statutes**

CEI is highly qualified to provide the requested services, including:

- Environmental investigations and/or rehabilitation and related tasks in accordance with Chapters 62-770, 62-782 and 62-785 of the Florida Administrative Code (FAC), Chapter 24 of the Miami-Dade County Code (MDCC), and all other applicable regulations;
- Services related to the modification, repair, removal, replacement, installation and/or abandonment of any underground or aboveground storage systems, and any related tasks, in accordance with FAC 62-761 and 62-762, and MDCC, Chapter 24;
- Services as design criteria professionals and performing duties related to construction management for environmentally necessary construction tasks; and,
- Other related environmental services, not identified above, necessary for investigation and/or prevention of potential or known contamination, for compliance with applicable regulations, for protection of the environment and the public health and for cleanup of environmental contamination.

Our diverse environmental experience spans consulting and construction projects. As such, CEI provides proven, field-practical solutions to the application of environmental regulations. CEI routinely works with the Miami-Dade DERM under our existing contracts; therefore, we are very familiar with the application of both State and local environmental requirements. Through these contracts we have conducted source removal projects, site assessments, limited-scope Remedial Action Plans (RAPs), Natural Attenuation Plans, environmental construction projects, pilot studies, Tank Closure Assessment Reports, and Closure Assessment Reports. We successfully closed many sites under the above environmental programs.

### **Technical Capabilities**

As mentioned previously, the CEI team is uniquely qualified to provide diverse environmental services, including remediation, testing of lead based paint, asbestos, soil, groundwater, sediment, surface water, wastewater, and air. We are also licensed Pollutant Storage System Contractors (PSSC) and General Contractors (GCs), so we are very familiar with preparing and reviewing construction drawings and the permitting process. The CEI team has often supervised other contractors to ensure that their work is progressing in accordance with the design plans, and has also completed design-build projects. This in-depth experience allows the CEI team the ability to provide unique, practical solutions to very complex problems.

The CEI team commits to having key personnel respond within two (2) working days from the date of any Phase II RFP and to attend any on-site meetings. Our price proposals will be fully supported by bid bonds if required, and our performance and payment bonding capacity exceeds \$3M for individual task assignments and approximately \$8M aggregate.

## Proposer's Qualifications

### Chain of Custody Protocols and Reporting Methodology

Prior to submitting any environmental samples, the CEI team investigates the quality of the laboratory. CEI ensures that the selected laboratory is state certified, and meets the National Environmental Laboratory Accreditation Program (NELAP) standards. We also conduct periodic site inspections of the laboratory to provide additional assurance that they can maintain adequate environmental standards. Once the laboratory is selected, the CEI team collects the environmental samples in accordance with the sampling plan, and then uses chain of custody (COC) procedures to submit the sample to the laboratory. The COC provides a log of when and where samples are collected, who possessed the samples, and what laboratory received the samples. This form provides a legal document which can be relied upon to ensure that the samples were not tampered with, and documents the conditions which the environmental samples were received by the laboratory.

The objective of field sample custody is to ensure that samples are not tampered with from the time of collection through transport to the analytical laboratory. Persons will have "custody of samples" when the samples are in their physical possession, in their view after being in their possession, or in their physical possession and secured so they cannot be tampered with. In addition, when samples are secured in a restricted area accessible only to authorized personnel, they will be deemed to be in the custody of such authorized personnel. The procedure followed during each sampling event is as listed below:

During sample collection, a sample label is placed on sampling containers and contained the following information, written in indelible ink, on each sample container:

- Sample media type (soil, groundwater);
- Project name and site name;
- Sample identification code;
- Analysis required;
- Date;
- Time sampled;
- Name, affiliation, and contact phone number;
- Sample collection type (composite or grab); and,
- Preservative added, if applicable.

All caps on the sample containers are checked to ensure that they were tightly sealed. A chain-of-custody form is initialed by designated sampling personnel responsible for sampling custody. Each sample is recorded on the chain-of-custody form. The appropriate personnel sign and date the chain-of-custody form to document the sample custody transfer. During packing and strapping of samples, the following procedures are followed:

- Each sample container is placed in individual polyethylene bags and sealed.
- Each sealed sample container is placed upright in the cooler.
- The completed chain-of-custody forms are placed in a large Ziploc®-type plastic bag and taped to the inside of the cooler lid, which is closed and fastened with tape.

Upon sample receipt, laboratory personnel will take responsibility for sample custody by signing each chain-of-custody form in the designated space. The original field chain-of-custody form will accompany all samples requiring laboratory analysis. Samples will be kept secured in the laboratory until all stages of analysis are complete. All laboratory personnel having samples in their custody will be responsible for documenting and maintaining sample integrity at all stages of sample processing.



## Proposer's Qualifications

Immediately upon sample receipt, the laboratory sample custodian will verify the package seal, open the package, check the cooler temperature, and compare the contents against the field chain-of-custody. At this time, the laboratory sample custodian will also be responsible for logging the samples in, assigning a unique laboratory identification number to each, and labeling the sample bottle with the laboratory identification number. The project name, field sample code, date sampled, date received, analysis required, storage location and date, and action for final disposition will be recorded in the laboratory logbook. Once samples are logged in and the pH of aqueous samples is tested, they will be promptly transferred to a thermometer-controlled refrigerator. The pH of samples will be checked in a manner to not jeopardize the integrity of the sample aliquot. If a sample container is broken, in an inappropriate container, has not been preserved by appropriate means, or if any discrepancy between the samples received and the chain-of-custody documentation is found, CEI's Quality Assurance/Control Manager (QA/QC) will be notified immediately for resolution of the problem(s) prior to analysis.

Analysis of an acceptable sample will be initiated by a work sheet that will contain pertinent information for analysis. The routing sheet will be forwarded to the analyst, and the sample will be moved into an appropriate storage location to await analysis. The document control officer will file chain-of-custody forms in the project file.

Samples will be organized into sample delivery groups (SDGs) by the laboratory according to both matrix and analysis parameter. An SDG may contain up to 20 field samples (field duplicates, restate blanks, and trip blanks are considered field samples for the purposes of SDG assignment). All field samples assigned to a single SDG must be received by the laboratory over a maximum of 14 calendar days (less when

7-day holding times for extraction must be met) and must be processed through the laboratory (preparation, analysis, and reporting) as a group. If reanalysis of a sample is required it may be re-run separately from the original SDG; however, the resulting data will be reported with the original SDG.

Every SDG must include a minimum of one method blank (MB) and one matrix spike/matrix spike duplicate (MS/MSD) (or MS/laboratory duplicate) pair; each SDG will, therefore, be self-contained for all of the required quality control samples. All parameters within an SDG will be extracted and analyzed together in the laboratory. At no time will the laboratory be allowed to run any sample (including QC samples) at an earlier or later time than the rest of the SDG. These rules for analysis will provide that the quality control samples for an SDG are applicable to the field samples of the same SDG and that the best possible comparisons may be made.

Information regarding the sample, analytical procedures performed, and the results of the testing will be recorded in a laboratory notebook by the analyst. These notes will be dated and identify the analyst, the instrument used, and the instrument conditions.

Once the environmental samples are received by the laboratory, the assigned CEI Project Manager tracks the progress of analysis. Typically, sample results are returned in approximately 7 days. In the event that the results are not received within this time frame, the laboratory is contacted to determine the sample's progress. Once the laboratory analytical results are received, they are reviewed and evaluated in reference to regulatory standards. The Method Detection Limits (MDLs) and Practical Quantization Limits (PQLs) are reviewed to ensure that they are consistent with regulatory reporting limits, and that soil samples are reported on a dry weight

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basis. The quality control data, including surrogate recoveries, is reviewed to see if the ranges are within acceptable limits. If the laboratory report meets these minimum standards, then it is accepted.

Once the laboratory report is accepted by CEI, then the Client is contacted to convey the verbal results. From there, additional investigations may be warranted, or if sufficient information has been obtained to meet the Client objectives, then a detailed environmental report is prepared. The environmental results could be conveyed as a letter report or as a more comprehensive report. If the site is under regulatory purview, a more comprehensive report may be required, e.g., Site Assessment Report. CEI has a proven track record of completing its projects on time and within budget constraints.

The objective of field sample custody is to ensure that samples are not tampered with from the time of collection through transport to the analytical laboratory. Persons will have "custody of samples" when the samples are in their physical possession, in their view after being in their possession, or in their physical possession and secured so they cannot be tampered with. In addition, when samples are secured in a restricted area accessible only to authorized personnel, they will be deemed to be in the custody of such authorized personnel. The procedure followed during each sampling event is as listed below:

During the site characterization, the laboratory will establish a file for all pertinent data. These files will include the chain-of-custody forms, raw data, chromatograms (required for all constituents analyzed by chromatography), and sample preparation information. The laboratories will retain project records for 7 years.

Once an analysis is complete, the unused portion of a sample and all identifying tags and laboratory records will be maintained by the laboratory conducting the analyses. Samples will be retained at the laboratory for a period of three (3) months, after which, a determination will be made for a continue storage.

Site characterization documentation will be placed in a single project file at the CEI office in Miami Lakes, Florida. This file will consist of the following components:

- Agreements (filed chronologically);
- Correspondence (filed chronologically);
- Memos (filed chronologically); and,
- Notes and Data (filed by topic).

Reports (including QA reports) will be filed with correspondence. Analytical laboratory documentation (when received) and field data will be filed with notes and data. Filed materials may be removed and signed out by personnel on a temporary basis only.

### Quality Control and Quality Assurance

CEI has developed a standard Quality Control Plan (QCP) for its environmental engineering activities, which is tailored with supplemental conditions to suit specific assignments. The elements included in CEI's QCP include, but are not limited to the following: Inspection services; procedures and records; applicable standards; management review and audit; corrective action; document control; equipment inspection and calibration; field sampling procedures; and, subcontractor and supplier evaluation and control.

CEI follows FDEP's Standard Operating Procedures (SOPs) for Field and Laboratory Activities which the CEI team utilizes for environmental services, along with a statement of intent to use specific protocols when collecting and/or analyzing environmental



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samples. CEI is also listed by the FDEP as a pre-approval contractor to perform site investigations and remediation.

For each project, specific authority and lines of communication are established to report, control and resolve problems that could affect the quality of the work. The project organization is documented in the Project Authorization stage, or assignment of an internal project number.

Every project requires a project plan that summarizes the following minimum components: Purpose and scope of the project; overview of the work to be performed; project goals and objectives; client expectations; and, client information, including principal contacts, persons authorized to sign written correspondence and CEI's primary communicator; roles and responsibilities, including organizational chart; deliverables; project schedule with critical milestones; budget; critical constraints, limitations, assumptions and other foreseeable events that may impact the objectives, budget, or work scope; and, special conditions.

The Principal-in-Charge of each project regularly reviews the adequacy of the project quality program and implements any required additions or changes. The review includes an evaluation of the project reports, field notes and other documentation; site visits to interview project and client personnel; and, assessment of quality assurance practices, procedures and instructions.

The project manager performs inspections of the work site and work products and deliverables as required by the QCP. Inspections are conducted with respect to conformance with the prevailing laws and regulations, the requirements of the contract, and good engineering practices. Inspection records include the results of reviews, inspections,

tests, audits, monitoring of work performance, analyses, and inspection logs. The inspections can only be delegated to a CEI employee qualified to perform such an inspection. Corrective action may be required after audits by clients, CEI internal audits, and audits of subcontractors by CEI. The firm will take immediate steps to correct any significant conditions adverse to quality. The Principal-in-Charge performs immediate analysis to determine if there are areas of concerns or negative trends, and implements remedial programs.

CEI's Quality Assurance program is based on Quality Principles of continuous improvement; exceeding the client's expectations; and selection of qualified personnel for the assigned task. The program is designed to manage the key common processes and continually monitors activities that affect quality.

### Regulatory Agency Experience

Our ability to deal effectively with various stake holders has been proven through our successful management of various large, multi-discipline contracts. CEI's excellent reputation with regulatory agencies has led to our being awarded two multi-year environmental services contracts worth more than \$5 million by the Miami-Dade County Department of Environmental Resources Management (DERM). We understand the importance of satisfying all stake holders in order to achieve a successful project conclusion. Under these DERM contracts, we have worked with the Miami-Dade Department of Solid Waste, the Miami-Dade Parks Department, the Miami-Dade General Services Administration, the Miami-Dade Transit Authority, the Miami-Dade Water and Sewer Department, and the Miami-Dade Aviation Department. We have also worked with DERM as an environmental consultant to private and other public Clients. In addition, CEI has a contract with the South Florida Water

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Management District; consequently, CEI also has a close working relationship with this regulatory agency. CEI's regulatory agency experience is local and diverse.

### Permitting Process Management

As licensed PSSC and General Contractors, CEI is integrally familiar with the permitting process. In fact, we have an in-house design team knowledgeable in AutoCAD who routinely develops plans which seamlessly pass permitting. We are a true design-build firm which can permit, as well as construct the proposed project. The CEI team is comprised of design engineers, who have supervised contractors selected by the Client. Consequently, we are very familiar with all respective elements: design, permitting, and construction.

Once plans are submitted to permitting for review, CEI continually tracks the permitting progress to ensure that the plans receive a timely review. If we have not received approval within a reasonable time, then the CEI Project Manager will contact the Planning and Review Department to determine if there are any issues with the submittal. If any issues are identified, they are diligently resolved.

Once the plans have been approved, then a contractor is selected to complete the work. Bid specifications and the approved plans are prepared to allow a contractor to prepare a cost to construct. During the bid process, contractors often have questions to clarify items within the plans and specifications. The CEI team will promptly answer any of the design-related questions.

Prior to start of construction activities, a preconstruction conference will be held, at a time convenient to Owner and Engineer, but no later than 15 days after execution of the Agreement. The conference will be held at

Project site or another convenient location. The meeting will be conducted to review responsibilities and personnel assignments. Authorized representatives of Owner, Engineer, and their consultants; Contractor and his superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work. Items of significance that could affect progress will be discussed, including the following:

- a. Tentative construction schedule.
- b. Phasing.
- c. Critical work sequencing.
- d. Designation of responsible personnel.
- e. Procedures for processing field decisions and Change Orders.
- f. Procedures for processing Applications for Payment.
- g. Distribution of the Contract Documents.
- h. Submittal procedures.
- i. Preparation of Record Documents.
- j. Use of the premises.
- k. Responsibility for temporary facilities and controls.
- l. Parking availability.
- m. Office, work, and storage areas.
- n. Equipment deliveries and priorities.
- o. First aid.
- p. Security.
- q. Progress cleaning.
- r. Working hours.
- s. Safety
- t. Maintenance of Traffic.



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Also, pre-installation conferences will be conducted at Project site before each construction activity that requires coordination with other construction. Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. The meeting agenda include reviewing progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

- a. Contract Documents.
- b. Options.
- c. Related Change Orders.
- d. Purchases.
- e. Deliveries.
- f. Submittals.
- g. Review of mockups.
- h. Possible conflicts.
- i. Compatibility problems.
- j. Time schedules.
- k. Weather limitations.
- l. Manufacturer's written recommendations.
- m. Warranty requirements.
- n. Compatibility of materials.
- o. Acceptability of substrates.
- p. Temporary facilities and controls.
- q. Space and access limitations.
- r. Regulations of authorities having jurisdiction.
- s. Testing and inspecting requirements.
- t. Required performance results.

- u. Protection of construction and personnel.

The significant conference discussions, agreements, and disagreements will be recorded and documented in meeting minutes, and will be distributed to all attendees.

Once construction begins, CEI will supervise the contractor to ensure that the construction meets the design requirements. Periodic inspections will be completed at critical milestones of the project, and requests will be made to secure testing of materials, e.g., concrete. Materials not specifically detailed on the approved plans will be submitted for approval. The construction schedule submitted by the contractor will be closely monitored to ensure timely project completion. Retainage will be held from invoice payments until project completion and closeout.

### **Request for Information (RFI)**

CEI will responsible for reviewing all Contract documents related to a particular work product well in advance of the performance of such work. This review will be planned to allow sufficient time to obtain resolution of any required RFI. All RFIs will be submitted to CEI, on behalf of the City, in the format with this section or in a pre-approved format equivalent to this section inclusive of the information identified on the specified form. The form includes space for the following information: a) Date submitted; b) Contract number and title; c) Contractor's name; d) Description of the request, including any supportive drawings, sketches or additional information; e) List of schedule activities which may be impacted by the request and a brief explanation as to why there would be a schedule impact and specific date constraints; and, g) Clear description of what response the Contractor is expecting.

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All RFIs shall be signed by the Contractor's project manager or by a designated alternate (i.e. the Quality Assurance Representative). Upon receipt of the RFI, CEI will promptly date stamp the request. CEI will keep a log of all RFIs including receipt date and date returned from the Architect/Engineer (A/E) to the Contractor. The Engineer will review the request to determine if further information is required from the Contractor, once the RFI is resubmitted by the Contractor, the RFI shall be restamped. The Engineer will coordinate a response and transmit the answer to the RFI to the Contractor through CEI.

Although every attempt will be made to expeditiously resolve all RFIs, the City has twenty-one (21) calendar days to respond to an RFI; from the date the RFI is received by the Engineer, including all necessary information needed to formulate a response. Failure by the Contractor to allow sufficient time for MDC to formulate a response to an RFI, as specified in this section, shall not constitute grounds for a delay claim from the Contractor.

### **Project Close-Out**

Once it has been determined that the work or designated portions thereof acceptable to the City substantially complete, CEI will submit to the City a Contractor's request for Substantial Completion Inspection. CEI and CEI will meet at the Site for the purpose of making a combined inspection of the Work. During this inspection, any item of work remaining to be done or work to be corrected will be noted on a "Punch List" along with the time, agreeable to all parties, in which this Work shall be completed. If the City indicated on this inspection that the work is substantially complete, a Certificate of Acceptance for Substantial Completion will establish the date of Substantial Completion, will have attached the Punch List of any items to be completed or corrected, but which do not prevent beneficial use and occupancy, and will state the date which the Punch List is to be

completed. Immediately upon and after Substantial Completion, CEI will be relieved of the duty of maintaining and protecting the work or a portion thereof except as it applies to the Punch List.

Upon receipt of written notice from CEI that all Punch List items have been completed, that CEI has passed Final Inspection by the permitting agency and that the Work is ready for final inspection and acceptance, the City will promptly make such inspection and if the Work has been fully performed in conformance with the Contract, a Certificate of Final Acceptance will be executed. Passing Final Inspection by the permitting agency shall be a precondition of Final Acceptance. CEI will be relieved of his responsibility for injury to persons or property or damage to the Work which occurs after Final Acceptance.

Final Acceptance shall be final and conclusive, and no further performance of work shall be required except as regards latent defects or as such gross mistakes as may amount to fraud, or as regards City's rights or any warranty or guarantee. CEI will be fully responsible for expeditiously correcting all latent defects for the period defined in Florida Statutes 95.11 (3) (C), as presently written and as may be hereafter amended.

Prior to issuance of the final payment to the contractor, and release of the retainage, the construction will be approved by CEI and the City of Miami as stated above. Release of liens from subcontractors and final as-built drawings will also be required. Final payment and retainage will not be issued until the punch list is completed to CEI's and the City of Miami's satisfaction.

A successful design/build project needs to include a regular assessment of the most cost effective technologies and methods for design and construction. The CEI team is comfortable



## Proposer's Qualifications

working under budget and schedule constraints, and is committed to performing the work assigned in an effective and productive manner.

### Introduction to CEI Team Members

CEI commits to maintaining the team described in the following pages throughout the duration of this contract. You can find detailed resumes for each Project Team Member in the Appendices.

#### Project Principal

##### **Gabino Cuevas, PE, LEED-AP, MBA CEO**

Gabino Cuevas is CEI's Chief Executive Officer (CEO), our in-house LEED-AP, MBA and a Professional Engineer (PE). Mr. Cuevas is in charge of engineering and supervises engineers, scientists and geologists. For over 25 years, Mr. Cuevas has been the Engineer-of-Record on numerous projects in Florida and Georgia. Also in this role, he has been responsible for setting up turnkey services for contaminated site remediation. Due to his extensive experience in the Florida market and his knowledge of federal, state and local rules and standards, Mr. Cuevas has provided expert testimony on legal proceedings related to contaminated sites and also worked as a regulator for Miami-Dade County Department of Environmental Resources Management (DERM) for five years.

#### Senior Project Manager

##### **Amanuel Worku, PE, Vice President of Engineering Services**

Amanuel Worku is CEI's Vice President of Engineering Services. Mr. Worku is a Professional Engineer (PE) and is primarily responsible for managing environmental and construction-related projects. He is in direct charge of high-profile and highly technical projects, and those requiring his unique combination of knowledge, experience, patience and ability to transform "difficult" projects into successful ventures.

Mr. Worku has established many key professional relationships during the last 14 years of managing Professional Services Agreement for Groundwater, Surface Water & Soil Contamination Cleanup Services for Miami-Dade County Facilities. He has interfaced successfully with many agencies, negotiated the most cost effective solutions for cleaning up contaminated properties, and presented Best Value solutions to his Clients. His specific areas of expertise include environmental site assessments, remedial system design and implementation, storage tank management and Construction Management of multimillion dollar environmental remediation projects.

#### Senior Technical Support

##### **Jeff Northrup, PG, PSSC, Director of Operations**

Jeff Northrup is CEI's Director of Operations and a Professional Geologist (PG). Mr. Northrup is the immediate supervisor of the professional and paraprofessional staff. He is responsible for ensuring they receive adequate training, instruction, supervision and mentorship to effectively perform their duties. He also directly manages major contracts and clients by combining experience, expertise, judgment and sound fiscal practices to ensure that all projects are completed within budgets and in accordance with approved regulatory permits.

Mr. Northrup has over 28 years of experience managing a wide range of Phase I, II and III site assessments and investigations, hazardous waste management and disposal, environmental permit acquisition, and remediation involving large scale groundwater treatment, soil excavation, and in-situ soil treatment. He also has experience managing analytical laboratories and conducting QA/QC audits and implementing QA procedures. Mr. Northrup also advises the FDOT on environmental affairs including site assessments, source removals, remediation

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techniques, and environmental construction and serves as an Expert Witness for the FDOT.

### **Project Manager**

#### **Ted Watabe**

Mr. Watabe is a Project Manager for CEI, and assists senior staff in planning, coordinating, implementing, and managing of multiple projects from inception to completion. Mr. Watabe has experience coordinating environmental assessments and remediation activities, including: planning, sub-contractor coordination, field sample collections, data evaluation, report/submittal preparation and regulatory compliance. As a Project Manager with over 10 years of environmental experience, Mr. Watabe can efficiently identify, document and manage risks by proposing appropriate mitigation and contingency plans. He can also ensure that projects track to resources, time to completion, and budget constraints.

### **Project Scientists**

#### **Charlie Overstreet**

Charlie Overstreet is a Project Manager for CEI and has over 20 years of management, supervisory and leadership experience in an extensive variety of professional, administrative, and operational environmental science positions. Mr. Overstreet has experience in the management of multidisciplinary scientific teams and the coordination of diverse, multi-agency groups. Excellent skills in communications, project management, and program planning. Mr. Overstreet has performed a variety of environmental site assessments, remediation and environmental consulting.

### **Project Engineer**

#### **Georgia Bryce**

Ms. Bryce is a Project Manager for CEI, providing invaluable support to Senior Staff in implementing environmental solutions for clients including Department of Environmental

Resources Management (DERM), Broward County Aviation Department (BCAD) and the City of Miami (COM). Ms. Bryce has a Masters of Science degree in Environmental Engineering and over 7 years of expertise in the environmental engineering sciences field.

For over two years, Ms. Bryce has operated in the capacity of Project Engineer, assisting Senior Project Managers in the planning, coordinating, implementing, and managing of multiple projects from inception to completion. She executes designated project tasks through active coordination with vendors, subcontractors, government representatives. In addition, Ms. Bryce is a supervisor/manager for technical staff and sub-contractors during assigned field events. She reviews and tabulates field and laboratory data and compiles approvable associated reports and drawings for submittal to the respective regulatory agencies.

### **Senior Field Personnel**

#### **Neil Curra**

Neil Curra is CEI's Superintendent on large-scale projects and has over 15 years of professional experience in environmental and construction projects. Mr. Curra is formally trained in all major areas of Hazardous, Toxic and Radioactive Waste (HTRW), Quality Control and Assurance, Health & Safety Monitoring and extensive environmental operational experience focusing on results-oriented implementation. Mr. Curra is also responsible for regulatory compliance (EPA, DOT, and OSHA). He is well-versed in heavy equipment operations, as well as packaging, storage, and transportation of hazardous materials and waste.



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### Exhibit 1. Equipment Typical to Environmental Projects

Tasks	Equipment	
Site Assessment / Investigation	Hand Augers Direct Push/Well Drill Rig OVA/TVA Well Development Pump Walking Wheel Survey Equipment Truck/Van Well Sampling Bailers Tremble Pro XR-GPS MALA GPR and traditional GRP units	Underground utility locate system Water Level Indicator Barricades/Traffic Signs Level D Safety Equipment Camera (Digital) pH Meter Conductivity Meter Steam Cleaner Portable Computer Peristaltic Pump
Tank Pull/IRA/ Dewatering/ Remedial Action	Nitrogen Purging Systems LEL/Oxygen Meters Air Stripper Tower Holding Pool Carbon Cell Dewatering/Transfer Pumps Bag Filters Portable GC Soil Vapor Extraction Pump Walk Behind Saw Compactor One-Ton Stake Truck or Box Truck Dozer	Nitrogen Purging System Dewatering treatment trailers Direct Push / Well Drill Rig Backhoe/Excavator Decon Trailer Loader OVA Hydraulic Shears Hydraulic Nibblers Barricades/Traffic Signs Level D – B Safety Equipment Dump Truck Steam Cleaner/Pressure Washer Partner Saw Water Truck MALA GPR & traditional GRP units Underground utility locate system
CA, CAR, RAP Direct Push / Well Drill Rig	Hand Auger Direct Push/Well Drill Rig OVA/TVA Well Development Pump Walking Wheel Survey Equipment Data Logger Conductivity Meter Truck/Van Oil/Water Interface Probe PID Mobile Lab Tremble Pro XR-GPS	Water Level Indicator Portable GC Barricades/Traffic Signs Level D Safety Equipment Pumping and SVE Test Kits Camera (Digital) pH Meter Steam Cleaner Portable Computer RAD Meter Turbidity Meter Peristaltic Pump MALA GPR & traditional GRP units Underground utility locate system
Environmental Related Construction Support	Backhoe Crane Excavator Bulldozer Loader Motor Grader Fuel Truck Barricades/Traffic Signs Trench Compactor	One-Ton Box Truck Vibratory Roller Paving Machine Dump Truck Water Truck Level D – B Safety Equipment Elevation Laser MALA GPR & traditional GRP units Underground utility locate system
Spill, Leak, Release Response	Response Trucks LEL/Oxygen Meter OVA Roll-off Boxes	Drums Backhoe Excavator Level D – A Safety Equipment Barricades/Traffic Signs Portable vacuum recovery unit
Transportation and Disposal	Loader Backhoe/Excavator Roll-off Boxes	Drums Level D – A Safety Equipment dewatering treatment trailers
Asbestos/Lead/ Chromium Paint Removal/Monitoring	HEPA Vacuum VAC Needle Sealer Aerosol Dust Monitor Forklift Drum Grappler	Polarized Microscope Rotary Peen LEL/Oxygen Meter Level D – B Safety Equipment Drum Scale

## Proposed Approach

The overall proposed environmental remedial activities described here include the following:

- Excavation (source removal) and disposal of arsenic-contaminated soils from 0 feet to 2 feet below land surface (BLS); and,
- Backfill, grading, compaction, and restoration to original surface conditions.

### **Task 1      Preparation of Health and Safety Plan, Materials Handling Plan, Utility Clearance/Relocation (if required), Maintenance of Traffic Plan (MOT) and Permitting**

CEI anticipates conducting the following as part of Task 1 activities:

- Submit Materials Handling Plan (MHP) 48-hours prior to initiating source removal activities. The MHP includes method of excavation, drainage, dewatering (if necessary), removal, loading and transportation of arsenic contaminated soils.
- Coordinate fieldwork with site owner and owner representative (i.e., URS).
- Conduct an underground utility clearance within the work area through the Sunshine State One Call Service, and private utility clearance (i.e., ground penetrating radar).
- Prepare a Maintenance of Traffic (MOT) plan.
- Prepare a Health and Safety Plan (HASP).
- Obtain necessary City and/or County Permits, as necessary.

### **Task 2      Excavation Activities**

CEI anticipates conducting the following as part of Task 2 activities:

- Mobilize appropriate field personnel and equipment to the site.
- Conduct site clearing and grubbing of designated roots, stumps and other perishable matter to a depth of two (2) feet BLS in areas of fill or 2 feet below finished sub-grade surface of excavation. (*Note – CEI will immediately backfill any hole generated associated with site clearing and grubbing*).
- Remove and dispose of the following trees:
  - One Royal Poinciana.
  - One Aralia Hedge.
  - Twenty five Areca palms.
- Excavate soils along the proposed areas to a depth of 2 feet BLS. This soil (approximately 669 cubic yards or approximately 937 tons) will be properly stockpiled and separately on a visqueen surface to be transported offsite for disposal.
  - Area A = 817 tons
  - Area B = 120 tons
- The use of a berm type enclosure and cover will be used to prevent water runoff from stockpiles with saturated soils. The stockpiled soil will be covered to include beyond the berm area to prevent storm water accumulation.
- Collect five (5) composite soil samples, as per Chapter 62-713 Florida Administrative Code (FAC), from soils excavated from the 4 to 9 feet BLS (when sampling for volatile organics, discrete sampling will be required). Submit the soil samples to a state certified laboratory for analysis of Volatile Organic Halocarbons (VOHs), Total Recoverable Petroleum Hydrocarbons (TRPHs) via FL-PRO, Polynuclear Aromatic Hydrocarbons (PAHs), TOX, and four (4) Resource Conservation and Recovery Act (RCRA) metals (i.e., arsenic, lead, chromium and cadmium) for arrangement of soil disposal. All sampling activities will be

## Proposed Approach

conducted in accordance with the Florida Department of Environmental Protection's (FDEP's) Standard Operating Procedures for Field Activities.

- Conduct site survey to make sure source removal activities have been completed to the designated boundary (horizontal delineation) and depth (vertical delineation) in accordance with the approved work plan.
- Secure excavation area with chain-linked fence, water-filled barriers, barricades or other means as necessary.
- Cover stockpiled contaminated soils on plastic sheeting (i.e., visqueen), secured by sandbags.

*It should be noted that CEI may elect to directly load excavated contaminated soils into trucks for hauling and disposal off-site.*

### **Task 3        Soils    Disposal,    Backfilling, grading, Compaction and Site Restoration**

Approximately 937 tons of contaminated soils from the 0 to 2-foot interval (equivalent to approximately 43 truckloads) will be transported offsite for disposal at a licensed waste disposal facility (i.e., Waste Management Medley Landfill). Note that 937 tons is a conservative value assuming little or no void space in the soil filled with water or air. The actual soil weight at time of disposal is expected to be less once water in the void spaces has evaporated and only the dry unit weight of the soil is left to account for the total weight.

Backfill and compact excavation (upon completion of source removal activities) as follows:

- In areas that have turf or grass, the top 4-inches of clean top-soil mixture will be 80% sand and 20% muck








- Backfill material will be select fill with sufficient organic content to support the turf material.

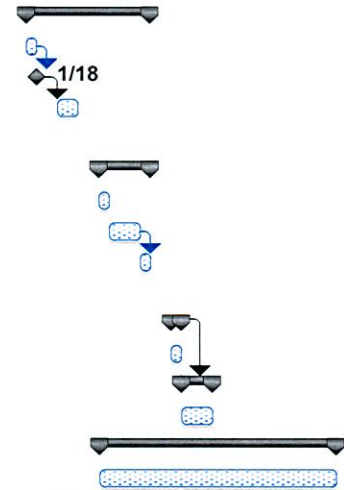
Prepare source removal area (approximately 7,225 square feet) by compacting the area with new fill as described above. Fill material will be placed in succeeding layers. Compaction will occur using backfilling equipment and no densities will be conducted as the backfill material will be hydraulically compacted. After obtaining the desired compaction, CEI will install a sod (i.e., St. Augustine/Floritam).

*Note – CEI will verify that the backfill supplier will provide data indicating the backfill material will meet the residential soil criteria for Arsenic. In addition, CEI will conduct sampling of the backfill supplier's fill material to make sure that the residential soil criteria for Arsenic are met.*



Source Removal - Schedule  
Biltmore Golf Course Maintenance Facility  
Coral Gables, Florida  
December 15, 2010

ID	Task Name	Duration	Start	Finish	January				February				Mar
					1/2	1/9	1/16	1/23	1/30	2/6	2/13	2/20	2/27
1													
2	<b>NTP/Utility Locate/Material Handling Plan/HASP/Permit</b>	<b>10 days?</b>	<b>Mon 1/17/11</b>	<b>Fri 1/28/11</b>									
3	 Notice to Proceed	1 day	Mon 1/17/11	Mon 1/17/11									
4	 Material Handling Plan	2 days	Tue 1/18/11	Wed 1/19/11									
5	 Permit	2 days	Thu 1/20/11	Fri 1/21/11									
6													
7	<b>Mobilization/Source Removal</b>	<b>5 days?</b>	<b>Mon 1/24/11</b>	<b>Fri 1/28/11</b>									
8	 Mobilization - Site Fencing/Set up	1 day?	Mon 1/24/11	Mon 1/24/11									
9	 Area 1 Excavation/Stockpile Sampling	3 days	Tue 1/25/11	Thu 1/27/11									
10	 Area 2 Excavation/Stockpile Sampling	1 day	Fri 1/28/11	Fri 1/28/11									
11													
12	<b>Soil Disposal</b>	<b>1 day</b>	<b>Mon 1/31/11</b>	<b>Mon 1/31/11</b>									
13	 Hauling and Disposal	1 day	Mon 1/31/11	Mon 1/31/11									
14	<b>Backfill and Compaction</b>	<b>3 days</b>	<b>Tue 2/1/11</b>	<b>Thu 2/3/11</b>									
15	 80%sand/20%muck fill	3 days	Tue 2/1/11	Thu 2/3/11									
16	<b>Source Removal Report</b>	<b>17 days</b>	<b>Mon 1/24/11</b>	<b>Tue 2/15/11</b>									
17	 Submit Manifest, Testing Results, Survey and Photos	17 days	Mon 1/24/11	Tue 2/15/11									



Project: Biltmore Golf Course Mainten  
Date: Wed 12/15/10

Task



Milestone



External Tasks



Split



Summary



External MileTask



Progress



Project Summary



Split



## References

### Reference #1

- A. Project Name & Location: **Miami-Dade Transit (MDT) Coral Way Bus Wash Construction, Miami-Dade County, Florida**
- B. Municipality/Company Name: **Miami-Dade Transit Agency (MDT)**
- C. Project Manager/Contact Name and Phone Number: **Akbar Sharifi, P.E.; (786) 469-5269**
- D. Project Size & Brief Scope: **\$1.9M; The project, performed at the Coral Way Bus Facility, entailed the demolition of the old bus wash facility, re-routing of underground utilities, construction of a new bus wash building and installation of bus wash equipment.**
- E. Completed on Time: **Project was completed on time- April of 2008**
- F. Where there any change orders (Yes or No), if yes specify the %excess of original contract: **Yes, 9%**
- G. How many jobs have you done with this Municipality/Company? **More than 20 projects**

### Reference #2

- A. Project Name & Location: **E 04-DERM-01 Professional Services Agreement (PSA) for Environmental Cleanup Compliance & Related Services for Various Miami-Dade County Facilities, Miami-Dade County, Florida**
- B. Municipality/Company Name: **Department of Environmental Resources Management**
- C. Project Manager/Contact Name and Phone Number: **Julie Balogh, Manager- Airports Contract Section; (305) 372-6700**
- D. Project Size & Brief Scope: **\$2.8M; The E 04-DERM contract consisted of the following activities: Supplemental Site Assessments; Engineering Controls that included- fencing, excavation, backfilling & paving; Site Assessment Reports; Soil Sampling Plans; Groundwater & Soil Assessment Activities; and, Remedial Action Plans**
- E. Completed on Time: **All Assignments were completed on time- April of 2009**
- F. Where there any change orders (Yes or No), if yes specify the %excess of original contract: **The project was an IDIQ-type contract with individual task assignments. Many initial task assignments led to expanded work scopes and additional work orders. "Change Orders" were constant.**
- G. How many jobs have you done with this Municipality/Company? **Yes, we were awarded the E 08-DERM-01 contract in 2009.**

### Reference #3

- A. Project Name & Location: **City of Miami/Liberty City Community Revitalization Trust (LCT) - Brownfield Site Assessment & Cleanup, Miami-Dade County, Florida**
- B. Municipality/Company **City of Miami**
- C. Project Manager/Contact Name and Phone Number: **Harry James, Environmental Compliance Coordinator; (305) 416-1468**
- D. Project Size & Brief Scope: **\$500,000.00; 2 Brownfield Cleanup Grants and Redevelopment of Gipson Property**
- E. Completed on Time: **All Assignments were completed on time- April of 2010**
- F. Where there any change orders (Yes or No), if yes specify the % excess of original contract: **No**
- G. How many jobs have you done with this Municipality/Company? **More than 10**

## References

### Reference #4

- A. Project Name & Location: **Monthly Tank Environmental Compliance Inspections at WASD Pump Stations, Miami-Dade County, Florida**
- B. Municipality/Company Name: **Miami-Dade Water & Sewer Department**
- C. Project Manager/Contact Name and Phone Number: **Sherry Negahban, P.E., Environmental Manager; (786) 552-8576**
- D. Project Size & Brief Scope: **\$136,000; Performed inspection of aboveground and underground pump station generator diesel tanks**
- E. Completed on Time: **All Assignments were completed on time- March of 2007**
- F. Where there any change orders (Yes or No), if yes specify the %excess of original contract: **No**
- G. How many jobs have you done with this Municipality/Company? **Yes we have previously worked at the WASD Facilities and have continued to do so.**

### Reference #5

- A. Project Name & Location: **Remediation of Outdoor Firing Ranges 1-4, Glynco, Georgia**
- B. Municipality/Company Name: **US Department of Homeland Security/ Federal Law Enforcement Training Center**
- C. Project Manager/Contact Name and Phone Number: **James Jones, Environmental Division Chief; (912) 267-3322**
- D. Project Size & Brief Scope: **\$3.4M; Performed Assessment, Remediation and Demolition of Four (4) Outdoor Gun Range in Glynco, GA**
- E. Completed on Time: **All Assignments were completed on time- June of 2006**
- F. Where there any change orders (Yes or No), if yes specify the %excess of original contract: **Yes, 5%**
- G. How many jobs have you done with this Municipality/Company? **5 projects**

### Reference #6

- A. Project Name & Location: **Former Car Rental Center, Broward County, Florida**
- B. Municipality/Company Name: **Broward County Aviation Department**
- C. Project Manager/Contact Name and Phone Number: **Mike Pacitto, PG; (954) 359-6103**
- D. Project Size & Brief Scope: **\$760,000.00, Site Assessment Activities/Report, Demolition of Fuel Canopies, Limited Source Removal, Pilot Tests for Air Sparging, Remedial Action Plan, O&M of Remedial System**
- E. Completed on Time: **All Assignments were completed on time- December 2009**
- F. Where there any change orders (Yes or No), if yes specify the %excess of original contract: **No**
- G. How many jobs have you done with this Municipality/Company? **Over 20**



## References

### Reference #7

- A. Project Name & Location: **Naval Air Station New Fuel Pump House**
- B. Municipality/Company Name: **Pedro Falcon Electrical Contractors**
- C. Project Manager/Contact Name and Phone Number: **Christian Brisson, Vice President; (305) 872-2200**
- D. Project Size & Brief Scope: **\$1.9M; Replaced/repaired/upgraded aging equipment at the fuel pump house and fill stand.**
- E. Completed on Time: **All Assignments were completed on time- June of 2009**
- F. Where there any change orders (Yes or No), if yes specify the %excess of original contract: **Yes – \$96,422 or 5% of contract value**
- G. How many jobs have you done with this Municipality/Company? **No, this has been the only project thus far.**

### Reference #8

- A. Project Name & Location: **S-365A & B Repairs**
- B. Municipality/Company Name: **US Army Corp of Engineers**
- C. Project Manager/Contact Name and Phone Number: **Gary Allen, P.E.; (561) 308-2317**
- D. Project Size & Brief Scope: **\$ 3.4M; Construction of Earthen Cofferdams and Water Control Structure Repairs**
- E. Completed on Time: **April 2010**
- F. Where there any change orders (Yes or No), if yes specify the %excess of original contract: **2%**
- G. How many jobs have you done with this Municipality/Company? **2**

### Reference #9

- A. Project Name & Location: **MDX MCarlet Parcel - Site Assessment, Miami-Dade County, Florida**
- B. Municipality/Company Name: **Nova Consulting, Inc. for MDX**
- C. Project Manager/Contact Name and Phone Number: **Lillian Costa, Environmental Sr. Project Manager; (305) 436-9200, ext. 204**
- D. Project Size & Brief Scope: **\$7,758; Performed Site Assessments at MDX MCarlet Parcel at Perimeter Road, south of Dolphin Exp 836 Ext.**
- E. Completed on Time: **Yes, project was completed on time in December of 2009**
- F. Where there any change orders (Yes or No), if yes specify the %excess of original contract: **No**
- G. How many jobs have you done with this Municipality/Company? **Yes, we are currently working with Nova on a FDOT project that consists of several sites.**

### Reference #10

- A. Project Name & Location: **Coca-Cola Bottling Facility – Soil and Groundwater Remediation, Cocoa Beach Brevard County, Florida**
- B. Municipality/Company Name: **Coca-Cola Enterprises, Inc.**
- C. Project Manager/Contact Name and Phone Number: **Cynthia Allison, Environmental Affairs Manager; (770) 200-8786**
- D. Project Size & Brief Scope: **\$600,000.00**
- E. Completed on Time: **All Assignments were completed on time- December of 2008**
- F. Where there any change orders (Yes or No), if yes specify the %excess of original contract: **No**
- G. How many jobs have you done with this Municipality/Company? **6 projects**



# CORAL GABLES, FL

City of Coral Gables, 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5121, Fax: 305-460-5116

## PROPOSER ACKNOWLEDGEMENT

### BILTMORE GOLF COURSE REMEDIATION PROJECT

### **RFP No. 2010.11.01**

A cone of silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1059 of the City of Coral Gables Procurement Code.

Proposal must be received prior to 2:00 P.M. Thursday, December 9<sup>th</sup>, 2010 and may not be withdrawn within 90 calendar days after such date and time. Proposals received by the date and time specified will be opened in the Procurement's Office located at 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155. All Proposals received after the specified date and time will be returned unopened.

Contact: **Joe V. Rodriguez, CPPB, FCCM**  
Telephone: 305-460-5121  
Facsimile: 305-460-5116  
[contracts@coralgables.com](mailto:contracts@coralgables.com)

## **PROPOSERS ACKNOWLEDGEMENT**

**THIS FORM MUST BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE PROPOSAL PRIOR TO THE DATE AND THE TIME OF PROPOSAL OPENING. THE PROPOSAL SUMMARY SHEET PAGES ON WHICH THE PROPOSALS ACTUALLY SUBMITS A PROPOSAL AND ANY PAGES UPON WHICH INFORMATION IS REQUIRED MUST BE COMPLETED AND ATTACHED WITH ALL PAGES OF THE PROPOSAL DOCUMENT.**

Proposers Name: <b>Cherokee Enterprises, Inc.</b>	Fed. ID No. or SS Number: <b>65-0891158</b>
Complete Mailing Address: <b>14474 Commerce Way, Miami Lakes, FL 33016</b>	Telephone No.: <b>(305) 828-3353</b>
Indicate type of organization below: Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> Other: <input type="checkbox"/>	Fax No.: <b>(305) 828-9317</b>
Bid Bond/Security Bond (if applicable) is attached in the amount of \$ <b>5% of Bid</b>	Reason for no Response: <b>N/A</b>

**ATTENTION: FAILURE TO SIGN (PREFERABLY IN BLUE INK) OR COMPLETE ALL RFP SUBMITTAL FORMS AND FAILURE TO SUBMIT ALL PAGES OF THE RFP DOCUMENT AND ANY ADDENDUMS ISSUED MAY RENDER YOUR RFP NON-RESPONSIVE.**

### **CHECK BOX BELOW TO ACKNOWLEDGE THIS PROPOSAL.**

THE PROPOSER CERTIFIES THAT THIS PROPOSAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE PROPOSAL DOCUMENTS AND THAT THE PROPOSER HAS MADE NO CHANGES IN THE PROPOSAL DOCUMENT AS RECEIVED. THE PROPOSER FURTHER PROPOSES AND AGREES, IF THE PROPOSAL IS ACCEPTED, THE PROPOSER WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE PROPOSER AND THE CITY OF CORAL GABLES. FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS PROPOSAL PERTAINS. FURTHER, BY CHECKING THE AGREE BOX LISTED BELOW AND BY SIGNING BELOW **IN BLUE INK** ALL RFP PAGES ARE ACKNOWLEDGED AND ACCEPTED AS WELL AS ANY SPECIAL INSTRUCTION SHEET(S) IF APPLICABLE. I AM AUTHORIZED TO BIND PERFORMANCE OF THIS RFP FOR THE ABOVE PROPOSER.

Agree ☒

  
Authorized Name and Signature

**CEO**

Title

**12/15/2010**

Date





## CITY OF CORAL GABLES, FL PROPOSER QUALIFICATIONS STATEMENT

This questionnaire is to be submitted to the City of Coral Gables Procurement Division by the Proposer, along with the Proposal being submitted for the goods and/or services required by the City of Coral Gables. Do not leave any questions unanswered. When the question does not apply, write the word(s) "None" or "Not Applicable", as appropriate. Failure to complete this form, when applicable, may disqualify Proposal.

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

PROPOSERS NAME: Cherokee Enterprises, Inc.  
CONTACT NAME: Amanuel Worku  
TITLE: Vice President of Environmental Services  
ADDRESS: 14474 Commerce Way, Miami Lakes, FL 33016

TELEPHONE (305) 828-3353 FACSIMILE (305) 828-9317

EMAIL: aw@cherokeecorp.com

FEDERAL EMPLOYER ID NO: 65-0891158

MARK ONE: CORPORATION ☒ PARTNERSHIP \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_ OTHER \_\_\_\_\_

List all current licenses held and provide copies

- (a) STATE OF FLORIDA General Contractor, Pollutant Storage System Contractor, Building Contractor, Professional Geologist, Professional Engineer, Engineer & Geology Business  
(b) MIAMI DADE COUNTY Occupational Licenses- PE, Specialty Mechanical Contractor, GC  
(c) CITY OF CORAL GABLES MUNICIPAL LICENSE n/a  
(d) OTHERS Certified Hazardous Materials Manager

- I. State the true, exact, correct and complete name of the partnership, corporation, and trade of fictitious name in which business is transacted and the address of the place of business.

Proposers Name: Cherokee Enterprises, Inc.  
The address of the principal place of business is: 14474 Commerce Way  
Miami Lakes, FL 33016

- a. Date of Incorporation: 1/25/1999  
b. State of Incorporation: Florida  
c. President's: Christine E. Franklin  
d. Vice President's: Alex E. Sanchez  
e. Secretary: Gabino Cuevas  
f. Treasurer: Alex E. Sanchez  
g. Name and address of Resident Agent: Christine E. Franklin  
1819 Victoria Pointe Circle, Weston, FL 33332

Telephone: (305) 828-3353 Facsimile: (305) 828-9317  
Email: cef@cherokeecorp.com



2. If proposer is an individual or a partnership, answer the following:
- Date of organization: n/a
  - Name, address and ownership units of all partners:  
n/a
  - State whether general or limited partnership: n/a
3. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals and their titles:  
n/a
5. Are any of the principals of this company employed by the City of Coral Gables? If so, please disclose their names below:  
None of the Principals and/or staff are employed by the City of Coral Gables
6. If Proposer is operating under a fictitious name, submit evidence of compliance with Florida Fictitious Name Statue.
7. How many years has organization been in business under present business name?  
11 years
- Under what other former names has organization operated?  
No other names
8. Indicate registration, license numbers or certificate numbers for the business or professions which are the subject of this Proposal. Please attach certificate of competency and/or state registration.  
State of FL Qualified Business (QB0012623), State of FL Professional Engineer Business (PE#8149), State of Florida Professional Geology Business (GB548)
9. Are you a certified Minority business? (Y) X / (N) \_\_\_\_\_  
If yes, then provide a copy of your certificate, certificate expiration date: Florida Interstate 1/27/2012

<i>African American</i>		<i>Hispanic American</i>	<u>X</u>	<i>Native American</i>	
<i>American Woman</i>		<i>Asian American</i>		<i>Service Disable Vet.</i>	

10. Have you personally inspected the site of the proposed work? (Y) X / (N) \_\_\_\_\_
11. Do you have a complete set of documents, including drawings and addenda? (Y) X / (N) \_\_\_\_\_
12. Did you attend the Pre-Proposal Conference, if any such conference was held? (Y) X / (N) \_\_\_\_\_
13. Have you ever failed to complete any work awarded to you? If so, state when, where and why?  
(Please provide the name and contact information of the entity which was involved)

All of CEI's jobs have been fully completed from start to finish.

- a. Has any other entity held you in default of a contract? If so, which entity? Please provide the name and number of the contact.

No entity has ever held CEI for a defaulted contract.

14. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided. (*Governments are preferred as references.*)

<u>James Jones</u>	<u>1131 Chapel Crossing Road, Bldg. 700 Glynco, GA 31524</u>	<u>(912) 267-3322</u>
(name)	(address)	(phone number)
<u>Sherry Negahban, P.E.</u>	<u>Alexander Orr, Jr. WTP 6800 SW 87th Avenue Miami, Florida 33173</u>	<u>(786) 552-8576</u>
(name)	(address)	(phone number)
<u>Akbar Sharifi, P.E.</u>	<u>701 NW 1st Court, Suite 1500 Miami, Florida 33128</u>	<u>(786) 469-5269</u>
(name)	(address)	(phone number)

15. State the name of individual who will have personal supervision of the work:

Project Manager Name: Amanuel Worku

Title: Vice President of Environmental Sciences

Telephone: (305) 828-3353, ext. 25 Facsimile: (305) 828-9317

Email address: aw@cherokeecorp.com

Provide the following information regarding your Insurance Requirements:

- a. Name of Insurance Carrier: Indian Harbor, Hartford Underwriters, Star, Greenwich
- b. Type of Coverage: General, Automobile, Workers Comp, Professional & Pollution Liability
- c. Limits of Liability: 1million and 3 million for professional & pollution
- d. Coverage/Policy Dates: Current- expires 9/14/2011
- e. Name of Insurance Agent(s): Michael J. Hall & Company
- f. Agent(s) telephone including area code: (360) 598-3700

16. Has your insurance coverage ever been cancelled for any reason?, including payment. Yes \_\_\_ / No X  
If yes, what was the reason? \_\_\_\_\_

N/A



17. **Experience Record:** List past and/or present contracts, work, and jobs, that PROPOSER has performed of a type similar to what is required by specifications of the City's Proposal:

FIRM NAME/ADDRESS	DATE OF JOB	DESCRIPTION OF JOB
US DHS/1131 Chapel Crossing Road, Bldg 700 Glynco, GA 31524	Completed 12/2006	Remediation of Outdoor Firing Range
City of Coral Gables, 1007 S. Greenway Drive	Completed 9/2009	Removal of Contaminated Soils and Free Floating Product
City of Miami, Former Star Service Station, Miami, FL	Completed 10/2009	Brownfield Site Assessment and Remediation

18. State whether you or any officers of your company have been involved in any claims or litigation in the last five (5) years in any way relating to the business being procured in this RFP. Provide detail as to the cause and outcome (judgments and settlements) of those claims or litigation, whether it is the present company, a predecessor or related company.

The Principals of CEI have not been involved in any claims or litigation in the last five years in any way relating to the business being procured in this RFP.

19. **References:** List references that may be contacted to ascertain experience and ability of Proposer. Provide a minimum of three (3) references including **COMPANY NAME, ADDRESS, CONTACT PERSON, TELEPHONE, FACSIMILE AND EMAIL ADDRESS:**

US Dept. of Homeland Security; Glynco, GA; James Jones; (912) 267-3322; 912-267-2798; James.m.jones1@dhs.gov

Miami-Dade Water & Sewer; Miami, FL; Sherry Negahban; (786) 552-8576; 786-552-8603; negs@co.miami-dade.gov

Miami-Dade Transit; Miami, FL; Akbar Sharifi; (786) 469-5269; 786-469-5573; akr@miamidade.gov

20. Provide any additional information as to qualifications and/or experience, attach documentation to this form.

Please see the attached booklet for an Overview of Services that better exemplifies CEI's qualifications and/or experience

Signed: [Signature]

Title: CEO

Type Name: Gabino Cuevas, PE

Company: Cherokee Enterprises, Inc.

Date: 12/15/2010

[Signature]  
Signature of Company Owner

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

PERSONALLY APPEARED BEFORE ME, the undersigned authority GABINO CUEVAS  
(Name of individual signing)

Who, after being sworn by me, affixed signature in the space provided above on this 15th date of DECEMBER, 20 10

Commission expires: 8/22/2012

[Signature]  
Notary Public



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



**CITY OF CORAL GABLES  
AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to City of Coral Gables  
(print name of public entity)

by Gabino Cuevas, PE, Chief Executive Officer  
(print individual's name and title)

for Cherokee Enterprises, Inc.  
(print name of entity submitting sworn statement)

whose business address is: 14474 Commerce Way, Miami Lakes, FL 33016

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0891158  
(If the entity has not FEIN, include Social Security Number of the individual signing this sworn statement:  
n/a.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101, 12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

**CITY OF CORAL GABLES  
AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

  
[Signature]

Sworn to and subscribed before me this 15<sup>th</sup> day of DECEMBER, 20 10

Personally known

or produced identification:

[Type of Identification]

Notary Public, State of FLORIDA

My Commission Expires 8/22/2012

MELISSA MUIRHEAD  
[Printed, typed or stamped commissioned name of Notary Public]



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

### CERTIFIED RESOLUTION

I, Gabino Cuevas, duly elected Secretary of Cherokee Enterprises, Inc., a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of said corporation at a meeting held in accordance with law and the by-laws of said corporation.

**IT IS HEREBY RESOLVED** that Gabino Cuevas (*insert name*), the duly elected Chief Executive Officer (*insert title of officer*) of Cherokee Enterprises, Inc. submit a Proposal and Bid Bond, if such bond is required, to the City of Coral Gables and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Proposal, Bid Bond and other such instruments signed shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Coral Gables shall be fully protected in relying on such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the names, titles and official signatures of those persons authorized to act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Christine E. Franklin</u>	<u>President</u>	<u>Chris E. Franklin</u>
<u>Alex E. Sanchez</u>	<u>Exec. Vice President</u>	<u>Alex E. Sanchez</u>
<u>Amanuel Worku</u>	<u>VP of Environmental Srvc.</u>	<u>Amanuel Worku</u>

Given under my hand and the Seal of said corporation this 15th day of December, 2010

(SEAL)

By: Gabino Cuevas, Secretary

Cherokee Enterprises, Inc.

Name of Corporation

#### NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral Gables that the person signing the Proposal and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

Signed, sealed and deliver in the presence of:

Monica Massana  
Witness

Witness

By: [Signature] (Signature)  
Monica P. Massana (Print Name)



FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. This form is not applicable to CEI

If your corporation is exempt from the requirements Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (904) 488-9000 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
- ☐ (a) Maintaining, defending, or settling any proceeding.
  - ☐ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
  - ☐ (c) Maintaining bank accounts.
  - ☐ (d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
  - ☐ (e) Selling through independent contractors.
  - ☐ (f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
  - ☐ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
  - ☐ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
  - ☐ (i) Transacting business in interstate commerce.
  - ☐ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
  - ☐ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
  - ☐ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
  - ☐ (m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is **NOT** a corporation:

- (I) ☐ Partnership, Joint Venture, Estate or Trust
- (II) ☐ Sole Proprietorship or Self Employed

**NOTE:** This sheet **MUST** be enclosed with your Proposal if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

Gabino Cuevas

PROPOSER'S CORRECT LEGAL NAME

[Signature]

SIGNATURE OF AUTHORIZED AGENT OR PROPOSER



Offeror's Certification

**WHEN OFFERER IS A CORPORATION**

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this 15<sup>th</sup> day of December, 20 10.

Cherokee Enterprises, Inc.

Print Name of Corporation

Florida

Print State of Incorporation

By: [Signature]  
Signature of President /other Authorized Officer

(CORPORATE SEAL)

Gabino Cuevas

Print Name of President/other Authorized Officer

14474 Commerce Way

Address of Corporation

Miami Lakes, FL 33016

City/State/Zip

(305) 828-3353

Business Telephone Number

ATTEST:

By: [Signature]  
Gabino Cuevas  
Secretary

On this 15<sup>th</sup> day of DECEMBER, 20 10, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledge by

GABINO CUEVAS, CEO  
(Name of Corporate Officer(s) and Title(s))

of CHEROKEE ENTERPRISES, INC. on behalf of the Corporation.  
(Name of Corporation and State of Place of Incorporation)

WITNESS my hand  
and official seal

[Signature]  
NOTARY PUBLIC,  
STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

MELISSA MUIRHEAD  
(Name of Notary Public: Print,  
Stamp or Type as Commissioned)



Personally known to me, or  
Produced identification:

(Type of Identification Produced)

DID take an oath, or DID NOT did not take an oath

## NON-COLLUSION AFFIDAVIT

State of Florida )

)ss.

County of Miami-Dade )

Gabino Cuevas being first duly sworn, deposes

and says that:

- (1) Affiant is the Owner,  
*(Owner, Partner, Officer, Representative or Agent) of*  
Cherokee Enterprises, Inc. the Proposer that has submitted the attached Proposal;
- (2) Affiant is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor and of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or firm, or person to submit a collusive or sham Proposal in connection with the work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

**CONE OF SILENCE**  
**(Revised 11-17-2009)**

**Sec. 2-1059. Cone of silence; contracts for the provision of goods and services.**

The requirements of section 2-11.1(t) ("Cone of Silence Ordinances") of the Code of Miami-Dade County, Florida, as amended, shall not be applicable to the City of Coral Gables.

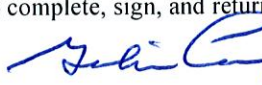
- (1) *Purpose and intent.* It is the intent of this article to prevent city commissioners, potential vendors, bidders, offerors or service providers from communicating with city department directors, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed on the request for proposals (RFP), request for qualifications (RFQ), or invitations for bids (IFB).
- (2) *Cone of silence* is defined to mean a prohibition on:
  - a. Any communication regarding a particular request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and city department directors, their staff, selection committee or evaluation committee members;
  - b. Any communication regarding a particular request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) or any other advertised solicitation between the city commissioners and city department directors, the city departments' staff, selection committee or evaluation committee members.
- (3) *Applicability.*
  - a. The cone of silence shall be applicable only to contracts for the provision of supplies, services and construction for amounts greater than \$25,000.00.
  - b. The cone of silence shall not apply to:
    1. Informal bids as defined in the procurement code;
    2. Emergency purchases of supplies, services or construction;
    3. Duly noticed pre-bid or pre-proposal conferences;
    4. Duly noticed site visits;
    5. Sole source procurements;
    6. Bid waivers;
    7. Oral presentations during duly noticed meetings;
    8. Competitive negotiations;
    9. Public presentations made to the city commission during any duly noticed public meeting;
    10. Contract negotiations and electronic commerce;
    11. Inquiries by the city commissioners or third parties to the city manager or assistant city managers to determine responsibility or responsiveness of bidders/offerors regarding a particular solicitation, or with regard to the process;
    12. Written communications with the chief procurement officer or staff responsible for administering the procurement process for a particular solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation;
    13. Communications with the city attorney, city manager or chief procurement officer;
    14. Communications between a city commissioner, the city manager, assistant city managers, the city clerk and the city attorney;
    15. Communications between a city commissioner, the city manager, assistant city managers, the city clerk, the city attorney and potential offeror, vendors, service providers, lobbyists or consultants;
- (4) *Procedure.*
  - a. *Imposition.* A cone of silence shall be imposed upon each request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) and any other solicitation when advertised. At the time of imposition of the cone of silence, the city manager shall provide public notice of the cone of silence and shall advise the affected department(s) in writing. The affected departments includes, but is not



limited to, selection committee members, user departments, department directors, city attorney, city manager, assistant city manager(s), and the city commission.

- b. *Termination.* Except as otherwise provided herein, the cone of silence shall terminate at the time of the city manager's approval of the award, or the city manager's written recommendation to the city commission, as may be applicable, is received by the city clerk, or at such time that bids or proposals are rejected by the city commission or the city manager; provided, however, that if the commission refers the city manager's recommendation back to the city manager or staff for further review, the cone of silence shall be re-imposed until such time as the city manager's subsequent written recommendation is received by the city clerk.
- (5) *Penalties.* Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the city commission. In addition to any other penalty provided by law, violation of any provision of this ordinance by a city employee shall subject said employee to disciplinary action up to and including dismissal. Any person who violates a provision of this ordinance shall be prohibited from serving on a city competitive selection or evaluation committee unless such appointment is approved by a four-fifths vote of the city commission. A violation of this section by a particular bidder, offeror, lobbyist or consultant shall subject such person or persons to potential debarment pursuant to the provisions of this chapter.

Proposer must complete, sign, and enclose Cone of Silence document, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED:  Gabino Cuevas, PE TITLE: Chief Executive Officer  
Please sign and type or Print Name

COMPANY: Cherokee Enterprises, Inc. DATE: 12/15/2010

**CODE OF ETHICS AND CONFLICT OF INTEREST**  
**(Revised 11-17-2009)**

**Sec. 2-1055. Ethics**

Any attempt by city employees to realize personal gain by conduct inconsistent with proper discharge of their duties is a breach of public trust. Any effort to influence any public employee to breach the standards of ethical conduct set forth in this division is also a breach of ethical standards. The provisions of city ordinances, county ordinances, and state statutes shall be strictly enforced to preserve the public trust.

**Sec. 2-1056. Prohibition on transacting business with the city**

No commissioner, appointed official, member of an advisory board or committee, member of a quasi-judicial board or committee, or employee shall enter into any contract or transact any business in which that person or a member of the immediate family has a financial interest, direct or indirect with the board or committee of the City of Coral Gables on which that person serves, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Willful violations of this subsection shall constitute malfeasance in office and shall affect forfeiture of office or position. Nothing in this subsection shall prohibit or make illegal (1) the payment of taxes, special assessments or fees for services provided by the city government; (2) the purchase of bonds, anticipation notes or other securities that may be issued by the city through underwriters or directly from time to time. This provision shall not apply to boards and committees which have been exempted by the city commission from the requirement of the city's ethic code.

(1) *Waiver of prohibition.* The requirements of this subsection may be waived for a particular transaction only by four affirmative votes of the city commission after public hearing upon finding that:

- a. An open-to-all sealed competitive proposal has been submitted by the offeror; or
- b. The proposal has been submitted by a person or firm offering services within the scope of the practice of architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida and pursuant to the provisions of the Consultants' Competitive Negotiation Act, and when the proposal has been submitted by an offeror defined above; or
- c. The property or services to be involved in the proposed transaction are unique and the city cannot avail itself of such property or services without entering a transaction which would violate this subsection but for waiver of its requirements; or
- d. That the property or services to be involved in the proposed transaction are being offered to the city at a cost of no more than 80 percent of fair market value based on a certified appraisal paid for by the offeror; and
- e. That the proposed transaction will be in the best interest of the city. Such findings shall be spread on the minutes of the commission. This subsection shall be applicable only to prospective transactions, and the city commission may in no case ratify a transaction entered in violation of this subsection.

(2) *Provisions cumulative.* This subsection shall be taken to be cumulative and shall not be construed to amend or repeal any other law pertaining to the same subject matter.

**Sec. 2-1057. Further prohibition on transacting business with the city**

No commissioner, appointed official, member of an advisory board or committee, member of a quasi-judicial board or committee, or employee shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which that person or any member of the immediate family has a controlling financial interest, direct or indirect, with the city board or committee on which they serve, or with any person or agency acting for the city board or committee, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Waiver of this section may only be obtained by following the provisions of section 2-1056.

Additionally, no commission member shall vote on or participate in any way in any matter presented to the city commission if that person has any of the following relationships with any persons or entities which would be or might be directly or indirectly affected by any action of the city commission: (i) officer, director, partner, of counsel, consultant, employee, fiduciary or beneficiary; or (ii) stockholder, bondholder, debtor, or creditor, if in any instance the transaction or matter would affect the commission member in a manner distinct from the manner in which it would affect the public generally. Any commission member


who has any of the specified relationships or who would or might, directly or indirectly, realize a profit by the action of the city commission shall not vote on or participate in any way in the matter.

**Sec. 2-1058. Compulsory disclosure by employees of firms doing business with the city**

Should any commissioner, appointed official, member of an advisory board or committee, member of a quasi-judicial board or committee, or employee be employed, by a corporation, firm, partnership or business entity in which that person or the immediate family does not have a controlling financial interest, and should the corporation, firm, partnership or business entity have substantial business commitments to or from the city or any city agency, or be subject to direct regulation by the city or a city agency, then the person shall file a sworn statement disclosing such employment and interest with the clerk of the City within 15 days after the person has actual or constructive notice of the relationship.

---

Proposer must complete, sign, and enclose Conflict of Interest and Code of Ethics documents, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED:  Gabino Cuevas, PE TITLE: Chief Executive Officer  
Please sign and type or Print Name

COMPANY: Cherokee Enterprises, Inc. DATE: 12/15/2010



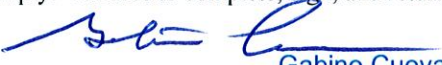
## FORMAL SOLICITATIONS PROTEST PROCEDURES

### Sec. 2-950. Resolution of protested solicitations and awards-Formal.

- (a) *Right to protest on solicitations.* The following procedures shall be used for resolution of protested solicitations.
- (b) *Protest of solicitation.* Any actual or prospective bidder or offeror who perceives itself aggrieved in connection with the formal solicitation of a contract or who intends to contest bid specifications or a bid solicitation may file a written notice of intent to file a protest with the city clerk's office within three calendar days prior to the date set for opening of bids or receipt of proposals. A notice of intent to file a protest is considered filed when received by the city clerk's office.
- (c) *Protest of award.* Any actual responsive and responsible bidder whose bid is lower than that of the recommended bidder or an offeror who perceives itself aggrieved in connection with the recommended award of contract may file a written notice of intent to file a protest with the city clerk's office within three calendar days after notice of the city manager's written recommendation to the city commission for award of contract. A notice of intent to file a protest is considered filed when received by the city clerk's office.
- (d) *Contents of protest.* A written protest based on any of the foregoing must be submitted to the city clerk's office within five calendar days after the date the notice of protest was filed. A written protest is considered filed when received by the city clerk's office. The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence and shall be accompanied by the required filing fee as provided in subsection (h) below. This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission at the time of filing the protest shall be permitted in the consideration of the written protest.
- (e) *Computation of time.* No time will be added to the above time limits for service by mail. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday in which event the period shall run until the next day which is not a Saturday, Sunday or legal holiday.
- (f) *Challenges.* The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.
- (g) *Authority to resolve protests.* The chief procurement officer, after consultation with the city attorney, shall issue a written recommendation within ten calendar days after receipt of the written protest. Said recommendation shall be sent to the city manager with a copy to the protesting party. The city manager may then either resolve the protest or reject all proposals. **On any protest on a contract for supplies and services not exceeding \$100,000.00 or a contract for construction not exceeding \$25,000.00 the city manager as authorized in Section 2-651 shall have sole authority to resolve in the best interests of the City. Otherwise, the city manager shall submit a recommendation to the city commission** for approval or disapproval thereof. A protest of an award of a contract by the city commission may be filed with the circuit court pursuant to the Florida Rules of Appellate Procedure.
- (h) *Stay of procurement during protests.* Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the city manager or the city commission as provided in subsection (f) above, unless the city manager, after consultation with the head of the user department, the chief procurement officer, and the city attorney, makes a written determination that the solicitation process or the contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare and protect substantial interests of the city.
- (i) *Costs.* All costs accruing from a protest shall be assumed by the protestor.
- (j) *Filing fee.* The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the bid or proposed contract, or \$2,500.00, whichever is less. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings. If the protest is upheld by the city, the filing fee shall be refunded to the protestor less any costs assessed under subsection (i) above.

- (k) *Compliance with filing requirements.* Failure of a party to timely file either the notice of intent to file a protest or the written protest, or submit the filing fee, with the city clerk's office within the time provided in subsections (a), (b) and/or (c), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek redress before the city commission or seek judicial relief without first having followed the procedure set forth in this section.

Proposer must complete, sign, and enclose Formal Solicitations Protest Procedures documents, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED:  Gabino Cuevas, PE TITLE: Chief Executive Officer  
Please sign and type or Print Name

COMPANY: Cherokee Enterprises, Inc. DATE: 12/15/2010

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to City of Coral Gables  
[print name of the public entity]  
by Gabino Cuevas, PE, Chief Executive Officer  
[print individual's name and title]  
for Cherokee Enterprises, Inc.  
[print name of entity submitting sworn statement]

Whose business address is:

14474 Commerce Way, Miami Lakes, FL 33016

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0891158

If the entity has no FEIN, include the Social Security Number of the individual signing this

sworn statement: n/a.)

2. 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 of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction 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, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**



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

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

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

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

  
[signature]

Sworn to and subscribed before me this 15<sup>th</sup> day of December, 2010.

Personally known

OR Produced identification \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

Notary Public - State of FLORIDA

My commission expires 8/22/2012

MELISSA MUIRHEAD

(Printed, typed, or stamped  
commissioned name of  
notary public)



**DRUG-FREE WORK PLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Cherokee Enterprises, Inc.

does:

*(Name of Business)*

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Proposer's Signature

12/15/2010

Date

**I CERTIFY THAT I AM AUTHORIZED TO EXECUTE THIS QUALIFICATION STATEMENT ON BEHALF OF THE APPLICANT. THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATION STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE CITY TO REJECT THE PROPOSAL, AND IF, AFTER TERMINATE THE AWARD AND/OR CONTRACT.**

  
Signature

State of Florida

County of MIAMI-DADE

On this the 15<sup>th</sup> day of DECEMBER, 20 10, before me, the undersigned Notary Public of the State of Florida, personally appeared \_\_\_\_\_ and whose name(s) is/are \_\_\_\_\_ subscribes to the within instrument, and acknowledge it's execution.

NOTARY PUBLIC  
SEAL OF OFFICE:



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

  
NOTARY PUBLIC, STATE OF FLORIDA

MELISSA MUIRHEAD  
(Name of Notary Public: Print, Stamp or Type  
as Commissioned.)

Personally known to me, or  
Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)



**CITY OF CORAL GABLES  
LOBBYIST – ISSUE APPLICATION**

**HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR STATE PURPOSE?**

**CITY OFFICIALS:** Mayor, City Commissioners, City Attorney, City Manager, Assistant City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Building and Zoning Inspectors, Board, or Committee Members.

**FOR THIS PURPOSE:** To encourage the passage, defeat or modification of any ordinance, resolution, action, or decision of the City Commission; or any action, decision or recommendation of any Board, Committee or City Official.

**TIME PERIOD:** During the time period of the entire decision-making process on an action, decision or recommendation which foreseeable will be heard or reviewed by the Commission, or a board or Committee.

IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST AND TO FILE THE FOLLOWING INFORMATION, UNDER OATH, WITH THE CITY CLERK FOR EACH ISSUE ADDRESSED.

**Your Name: (Print)** This is not applicable to CEI  
LOBBYIST

**Your Business Name: (Print)** \_\_\_\_\_

**Business Telephone Number:** \_\_\_\_\_

**Business Address :** \_\_\_\_\_  
\_\_\_\_\_

**Client you are representing on this issue:**

**Name of Client: (Print)** \_\_\_\_\_

**Client's Address:** \_\_\_\_\_  
\_\_\_\_\_

**Name of Corporation, Partnership, or Trust: (Print)**  
\_\_\_\_\_

**Names of all persons holding, directly or indirectly, a 5% or more ownership interest in the corporation, partnership, or trust: (Print)**

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



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**ADDITIONAL CLIENTS: You are required to fill out an additional Application for each additional Client represented on this issue, and attach to this Application.**

Date: \_\_\_\_\_ Signature of Lobbyist \_\_\_\_\_

**Additional Client Application Attached:** \_\_\_\_\_

CITY OF CORAL GABLES  
**LOBBYIST**  
**BIENNIAL REGISTRATION APPLICATION**

**HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR STATE PURPOSE?**

**CITY OFFICIALS:** Mayor, City Commissioners, City Attorney, City Manager, Assistant City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Building and Zoning Inspectors, Board, or Committee Members.

**FOR THIS PURPOSE:** To encourage the passage, defeat or modification of any ordinance, resolution, action, or decision of the City Commission; or any action, decision or recommendation of any Board, Committee or City Official.

**TIME PERIOD:** During the time period of the entire decision-making process on an action, decision or recommendation which will be heard or reviewed by the Commission, or a board or Committee.

IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST AND TO FILE THE FOLLOWING INFORMATION, UNDER OATH, WITH THE CITY CLERK FOR EACH ISSUE ADDRESSED.

**Name: (Print)** This is not applicable to CEI  
**LOBBYIST**

**Business Name: (Print)** \_\_\_\_\_

**Business Telephone Number:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_  
\_\_\_\_\_

**State the extent of any business or professional relationship with any current member of the City Commission.**

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

**PRINCIPALS REPRESENTED: List here all principals currently represented by you, including address and telephone number:**

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

**ANNUAL REPORT: On July 1<sup>st</sup> of each year, you are required to submit to the City Clerk a signed statement under oath listing all lobbying expenditures in excess of \$25.00 for the preceding calendar year. A statement is required to be filed without expenditures.**

**ISSUE FEE:** You are required to pay a \$125.00 Issue Fee to the City Clerk prior to lobbying on behalf of a specific issue and to fill out an Application stating under oath, your name, business address, the name of each principal employed by you to lobby, and the specific issue of which you wish to lobby.

**NOTICE OF WITHDRAWAL:** If you discontinue representing a particular client, a notice of withdrawal is required to be filed with the City Clerk.

**BIENNIAL LOBBYIST REGISTRATION FEE:** This Registration must be on file in the Office of the City Clerk prior to the filing of an Issue Application to lobby on a specific issue and the \$500.00 Biennial Lobbyist Registration Fee must be paid on or before October 1, 2000.

I \_\_\_\_\_ hereby swear or affirm under penalty of  
(Print Name of Lobbyist)  
perjury that I have read the provisions of Dade County Code Sec, 2-11.1(s)  
governing Lobbying and that all of the facts contained in this Registration  
Application are true and that I agree to pay the \$500.00 Biennial Lobbyist  
Registration Fee on or before October 1, 2000 and on or before October 1,  
of each even-numbered year thereafter, if I continue as an active Lobbyist in  
the City of Coral Gables.

\_\_\_\_\_  
Signature of Lobbyist

STATE OF FLORIDA    )  
                                  }  
COUNTY OF DADE    )

**BEFORE ME** personally appeared \_\_\_\_\_ to me well known and known to me to be the  
person described in and who executed the foregoing instrument, and acknowledged to and before me  
that \_\_\_\_\_ executed said instrument for the purposes therein expressed.

**WITNESS** my Hand and Official Seal this \_\_\_\_\_.

\_\_\_\_\_ Personally Known

\_\_\_\_\_ Produced ID

\_\_\_\_\_  
Notary Public  
State of Florida

\$500.00 Fee Paid \_\_\_\_\_

Received By \_\_\_\_\_

\$500.00 Fee Waived for Not-for-Profit Organizations (documentary proof attached) \_\_\_\_\_



**Gabino Cuevas, MBA, PE, LEED AP**  
**Chief Executive Officer**

**Introduction**



Mr. Cuevas has over 25 years of experience with environmental assessments and remediation. As the CEO for CEI, Mr. Cuevas oversees the Environmental Division that encompasses Engineers, Scientists, Geologists, and Field Technicians. In addition, Mr. Cuevas handles client relations for major clients, including Miami-Dade County, Coca-Cola Enterprises, Inc., The South Florida Water Management District, The City of Miami and the US Army

Corp of Engineers. Mr. Cuevas has been an Engineer-of-Record on numerous projects in Florida and Georgia as a Professional Engineer and is also certified in Leadership in Energy & Environmental Design Accredited Professional (LEED AP). Due to his extensive experience in the Florida market and knowledge of Federal, State and Local regulations, Mr. Cuevas has provided expert testimony on legal proceedings related to contaminated sites.

Mr. Cuevas' specific areas of expertise include environmental site audits, underground storage tank management, contamination assessments, initial remedial activities, remedial system designs and implementation. He also has experience in the design of soil vapor extraction, air stripping treatment, carbon adsorption, and non-conventional treatment systems. Other environmental activities include: the preparation of spill prevention control countermeasure plans, the design of industrial waste pretreatment systems, and conducting canal conveyance capacity studies.

**Representative Project Experience**

Mr. Cuevas has been the Principal-in-Charge for all of CEI's environmental assessment and remediation projects and contracts. He began his technical career with the Miami-Dade County Department of Environmental Resources Management (DERM), acquiring almost 5 years of extensive regulatory experience. His responsibilities have included the pursuit, award, and managing of the following environmental contracts:

- **Miami-Dade County DERM E03-DERM-01, Groundwater, Surface Water & Soil Contamination Cleanup Services**
- **Miami-Dade County DERM E04-DERM-01, Environmental Cleanup, Compliance & Related Services**
- **Miami-Dade County DERM E08-DERM-01, PSA for Environmental Cleanup, Compliance and Related Services**
- **Miami-Dade County DERM E09-DERM-01, PSA for Environmental Cleanup, Compliance & Related Services for Miami-Dade Transit**
- **City of Miami, Misc. Environmental Engineering Services**
- **City of Pompano Beach, Professional Environmental Testing & Consulting**
- **Coca-Cola Enterprises, Inc.**

**Years of Experience**

25 years

**Areas of Expertise**

- Environmental Site Audits
- Remedial System Designs & Implementation

**Education**

- Master of Business Administration, University of Florida
- B.S. Chemical Engineering, University of Florida

**Professional Registrations**

- Professional Engineer, Florida (PE#42530)
- Professional Engineer, Georgia (PE#030271)
- LEED-AP, Florida (17832)

**Professional Affiliations**

- National Society of Professional Engineers
- National Groundwater Association
- US Green Building Council

**Training/Certifications**

- OSHA 40 Hour HAZWOPER
- OSHA 8 Hour Supervisor
- Bioremediation Engineering 24 Hour Workshop



## Amanuel Worku, PE

### Vice President of Environmental Services

#### Introduction



Mr. Worku has over 13 years of experience with managing environmental and construction-related projects. As the VP of Environmental Services, Mr. Worku is especially selected to handle high-profile and highly-technical projects, and those requiring his unique combination of knowledge, experience, patience and the ability to transform “difficult” projects into successful ventures. Mr. Worku has established many key professional relationships during the last 12 years by managing Professional Service Agreement contracts for Groundwater, Surface Water & Soil Contamination Cleanup Services for several Miami-Dade County Facilities. Over this period, he has interfaced successfully with many agencies, negotiated the most cost effective solutions for cleaning up contaminated properties, controlled project schedules and budget, and presented Best Value solutions to his Clients.

Mr. Worku’s specific areas of expertise include: environmental site assessments, remedial system design and implementation including Hazardous, Toxic, and Radioactive Waste (HTRW) projects, storage tank management and Construction Management of multimillion dollar environmental remediation projects.

#### Representative Project Experience

- US Department of Homeland Security / Federal Law Enforcement Training Center (FLETC), Environmental Remediation/Construction, Site Delineation, Site-specific Field Sampling- Senior Project Manager
- Miami-Dade County Miscellaneous Sites, Environmental Assessment/Remediation including Air Sparging, Soil Vapor Extraction System and Remedial Action Plan- Senior Project Manager
- Miami-Dade Transit Bus Facilities & Metro Mover Facility, Environmental Compliance including site assessment activities of arsenic contamination of both soil and groundwater- Senior Project Manager
- Miami International Airport Jet-A Fueling Facility, Stormwater Design and Management Services Design and Installation of Drainage System including Oil/Water Separator, UST and Fuel Load Rack Canopy- Senior Project Manager
- City of Miami Former McArthur Diary Site, Phase II Environmental Site Investigation including Site Assessment Reports & Remedial Action Plans- Senior Project Manager
- US Department of Homeland Security/FLETC, Mold Remediation- Principal-in-Charge

#### Years of Experience

13 years

#### Areas of Expertise

- Remedial Design and Construction
- Stormwater Management
- Facility Environmental Compliance & Management
- Fuel Storage Tank Removal & Installation

#### Education

- B.S. Environmental Engineering,  
University of Florida

#### Professional Registrations

- Professional Engineer, Florida (PE#61885)

#### Professional Affiliations

- Florida Engineering Society
- Air & Waste Management Association
- American Society of Civil Engineers
- National Groundwater Association

#### Training/Certifications

- OSHA 40 Hour HAZWOPER
- OSHA 8 Hour Supervisor
- US Army Corp of Engineers Contractor Quality Management

**Jeff Northrup, PG, PSSC, CHMM**  
**Director of Technical Operations**

**Introduction**



Mr. Northrup has experience managing a wide range of Phase I, II and III site assessments and investigations, hazardous waste management and disposal, environmental permit acquisition, remediation involving large scale groundwater treatment, soil excavation and in-situ soil treatment. Mr. Northrup also has experience managing analytical laboratories, conducting QA/QC audits, and implementing QA procedures.

As Director of Technical Operations, Mr. Northrup is the immediate supervisor of the professional and paraprofessional staff. He is responsible for ensuring they receive adequate training, instruction, supervision and mentorship to effectively perform their duties. He also directly manages major contracts and clients by combining experience, expertise, judgment and sound fiscal practices to ensure that all projects are completed within budgets and in accordance with approved regulatory permits. Mr. Northrup also serves as an Expert Witness for the Florida Department of Transportation (FDOT).

**Representative Project Experience**

- **SHAW Environmental/FDOT, District VI Districtwide Contamination Assessment & Remediation Services- Senior Technical Advisor**
- **Miami-Dade Department of Environmental Resources Management (DERM) Various Miami-Dade County Sites including site assessments, source removals, tank installations, Right-of-Way Permitting & Site Assessment Reports- Senior Project Manager**
- **Broward County Aviation Department Fort Lauderdale/Hollywood International Airport Former National Car Rental Center, Remedial Action Plan, Air Sparging/Soil Vapor Extraction Ozone Injection System- Senior Project Manager**
- **HDR Engineering, Inc.- Fort Lauderdale/Hollywood International Airport, Airport Runway Expansion Former Taylor Road Budget Phase II Environmental Assessment Report- Sr. Project Manager**
- **Inter-American Car Rental Facility, Petroleum Contaminated Soil and Groundwater- Sr. Project Manager**
- **HDR Engineering, Inc., Remediation of the Former National Car Rental Quick Turnaround Facility Fort Lauderdale-Hollywood International Airport- Sr. Project Manager**
- **Miami-Dade Water & Sewer Department, Preparation of Spill Prevention Countermeasure Control Plans- Sr. Project Manager**

**Years of Experience**

28 years

**Areas of Expertise**

- Site Assessments
- Remediation Techniques
- Storage Tank Management
- Quality Assurance/Quality Control

**Education**

- B.S. Chemistry, Butler University

**Professional Registrations**

- Professional Geologist, Florida (#1717)
- Professional Geologist, Georgia (#1998)
- Professional Geologist, Kentucky (#2136)
- Pollutant Storage Systems Contractor, Florida (PCC1256800)
- Certified Hazardous Materials Manager (#1575)

**Professional Affiliations**

- American Institute of Professional Geologists

**Training/Certifications**

- FDEP Field Sampling Course
- OSHA 40 Hour HAZWOPER
- OSHA 8 Hour Supervisor





## Charles E. Overstreet Project Manager

### Introduction



Mr. Overstreet is a Project Manager for CEI, with over 20 years of management, supervisory and leadership experience in an extensive variety of professional, administrative, and operational environmental science projects. Mr. Overstreet is experienced in the management of multidisciplinary scientific teams and the coordination of diverse, multi-agency groups. Excellent skills in communications, project management and program planning.

Mr. Overstreet has been involved with equipment design and development, testing of materials, preparations of specifications, process study research investigations, report preparation, and other activities of scope requiring knowledge of principles and techniques conventional types of plans, investigations, surveys, Bryce executes designated project tasks through active coordination with vendors, subcontractors, and government representatives. She reviews and tabulates field laboratory data and compiles approvable associated reports and drawings for submittals to the respective regulatory agencies throughout several counties, including Miami-Dade, Broward, West Palm and Duval Counties.

Mr. Overstreet's expertise and competence in the environmental consulting field continues to grow; she is exposed to different aspects of environmental remediation, construction management, planning contractor selection and project closeout.

### Representative Project Experience

- **US Department of Homeland Security, Georgia- Mold Remediation and Removal from Building 46- Project Engineer**
- **US Department of Homeland Security, Georgia- FLETC Facility Wide Site Assessment and Remediation- Project Engineer**
- **HDR, Inc., Fort Lauderdale, FL- Remediation of the Former National Car Rental Quick Turnaround Facility Fort Lauderdale-Hollywood International Airport- Project Manager**
- **Broward County Public Works- Broward County, Florida- Operation of the Free Floating Product Recovery System for Central Homeless Assistance Center- Project Manager**
- **Broward County Aviation Department Fort Lauderdale/Hollywood International Airport Former National Car Rental Center, Remedial Air Sparging/Soil Vapor Extraction Ozone Injection System- Project Manager**

### Years of Experience

20 years

### Areas of Expertise

- Management of Contamination Assessment
- Phase I & II Assessments
- Environmental Audits

### Education

- B.S. Geology, Southwest Texas State University

### Professional Affiliations

- National Registry of Environmental Professionals, Registered Environmental Manager (#9140)

### Training/Certifications

- FDEP Field Sampling Course
- OSHA 40 Hour HAZWOPER
- OSHA 8 Hour Supervisor

## **Ted Watabe**

### **Project Manager**

#### **Introduction**



As a Project Manager with over 10 years of environmental experience, Mr. Watabe can effectively identify, document and manage risks by proposing appropriate mitigation and contingency plans. He can also ensure that projects track to resources, time to completion, and budget constraints. Mr. Watabe also has experience performing field activities such as, soil and groundwater sampling, well installation oversight, and hazardous waste disposal. In addition, he has managed a portfolio of environmental assessment and remediation projects of approximately \$1.5million (annually), and coordinated the recovery of over 100,000 gallons of petroleum for Port Everglades Bulk Storage Facility. Mr. Watabe has experience coordinating environmental assessments and remediation activities, including: planning, sub-contractor coordination, field sample collections, data evaluation, report/submittal preparation and regulatory compliance.

Mr. Watabe's specific areas of expertise include: managing due diligence assessments; performing operation and maintenance (O&M) of remediation systems- air sparging, soil vapor extraction, pump and treat, dual phase extraction, application/injection of chemical remediation; performing remediation technology pilot tests and startup testing of remediation systems; completing Phase I Phase II Environmental Assessments; providing environmental oversight and report preparation for petroleum system removal, installation and retrofitting; and, offering staff training for FDEP Preapproval Program and FDEP field sampling protocols.

#### **Representative Project Experience**

- **Miami-Dade Department of Environmental Resources Management (DERM) MDPR Country Club of Miami, Supplemental Site Assessment and Report- Project Manager**
- **HDR/ Fort Lauderdale/Hollywood International Airport Former National Car Rental Center, Remedial Action Plan Implementation, Operation, and Maintenance- Project Manager**
- **Motiva Enterprises, LLC, Port Everglades South Terminal, Product Recovery and Site Assessment- Project Manager**
- **Motiva Enterprises, LLC, Port Everglades East Terminal, Site Assessment- Project Manager**
- **Shell Oil Products US, 64 sites though Miami-Dade, Divestment Due Diligence Assessments- Project Manager**
- **Department of Homeland Security, FLETC Facility Wide Assessment and Remediation- Project Manager**

#### **Years of Experience**

10.5 years

#### **Areas of Expertise**

- Project Management
- Regulatory Agency Compliance
- Environmental Assessments & Remediation Activities
- Phase I & II Site Assessments

#### **Education**

- B.S. Geology  
Stony Brook University

#### **Training/Certifications**

- OSHA 40 Hour  
HAZWOPER
- OSHA 8 Hour Supervisor
- Transportation Worker Identification Credential
- American Petroleum Institute Worksafe Safety Key
- Loss Prevention System Safety Training

Ted Watabe

Cherokee Enterprises, Inc. - Engineers & Contractors, 1

## Georgia Bryce Project Manager

### Introduction



Ms. Bryce is a Project Manager for CEI, providing invaluable support to Senior Staff in implementing environmental solutions for clients including Department of Environmental Resources Management (DERM), Broward County Aviation Department (BCAD) and the City of Miami.

Ms. Bryce executes designated project tasks through active coordination with vendors, subcontractors, and government representatives. She reviews and tabulates field laboratory data and compiles approvable associated reports and drawings for submittals to the respective regulatory agencies throughout several counties, including Miami-Dade, Broward, West Palm and Duval Counties.

Ms. Bryce's expertise and competence in the environmental consulting field continues to grow; she is exposed to different aspects of environmental remediation, construction management, planning contractor selection and project closeout.

### Representative Project Experience

- Department of Environmental Resources Management (DERM) Industrial Waste Division, Portable Supply Wells- Pollution Control Inspector 1
- Department of Environmental Resources Management (DERM) Air Quality Division, Air Quality Advisories, Compliance Audits, Stage I & II Vapor Recovery Systems, Pollution Control Inspector 1
- Miami-Dade Department of Environmental Resources Management (DERM) Various Miami-Dade County Sites including site assessments, source removals, tank installations, Right-of-Way Permitting & Site Assessment Reports- Project Manager
- Broward County Aviation Department Fort Lauderdale/Hollywood International Airport Former National Car Rental Center, Remedial Action Plan, Air Sparging/Soil Vapor Extraction Ozone Injection System- Project Manager
- Department of Veterans Affairs, Miami-Dade County, Florida- Site Inspection; Site Survey; Soil Assessment; Historical Groundwater; and, Soil Data Review and Compilation- Project Engineer
- Department of Environmental Resources Management (DERM), Miami-Dade County, Florida- MIA Concourse H - Site Assessment and Additional Sampling- Project Engineer
- Wolfberg, Alvarez and Partners, Inc. - Broward County, Florida- Phase II Environmental Site Assessment (ESA) and Reporting for Groundwater- Project Engineer

### Years of Experience

10 years

### Areas of Expertise

- Tank Closure Assessments
- Spill Prevention Control & Countermeasure Plans
- Phase I & II Survey Reporting

### Education

- M.S. Environmental Engineering, Florida International University
- B.S. Environmental Science, Florida International University

### Professional Affiliations

- The Order of the Engineer

### Training/Certifications

- FDEP Field Sampling Course
- OSHA 40 Hour HAZWOPER
- OSHA 8 Hour Supervisor
- Hazard Communication
- Blood Borne Pathogens
- Visible Emissions Evaluation
- CARB Uniform Air Quality Training
- Miami-Dade County Ethics Awareness Phase V
- Basic Personal Protective Equipment



**Neil Curra**  
**Superintendent**

**Introduction**



Mr. Curra has over experience coordinating environmental years of professional experience in environmental and construction industries. He has received formal training in all major areas of Hazardous Toxic & Radioactive Waste, Quality Control/Quality Assurance, Health & Safety, and extensive environmental operational experience focusing on results-oriented implementation. As the Construction Superintendent of CEI, Mr. Curra is responsible for job site supervision of field personnel and subcontractors; quality assurance and quality control; and, is the project point of contact between Local, State, and Federal agencies. Mr. Curra is also responsible for ensuring that all field personnel are aware of and take steps to comply with relevant laws and regulations (EPA, DOT and OSHA). He is well-versed in heavy equipment operations, as well as packaging, storing and transporting of hazardous materials and waste.

Mr. Curra's specific areas of expertise include: storage tank management, general construction oversight, QA/QC, due diligence assessments, construction and abatement rules and safe worksite practices, environmental/building permits, closure reports (personal/clearance air monitoring results and disposal documentation).

**Representative Project Experience**

- **US Department of Homeland Security- Federal Law Enforcement Training Center, Asbestos & Hazardous Materials Abatement & Removal of Series 30 Dorms- Site Superintendent**
- **United States Army Corp of Engineers, Repairs at Structure S-375- Quality Control Officer**
- **Broward County Mass Transit, Underground Storage Tank Removal & Replacement Design & Project Oversight- Site Superintendent**
- **Miami-Dade County DERM- American Airlines Arena, Excavation of 4.5 Acres of Contaminated Soil- Site Superintendent**
- **Miami-Dade Aviation Department, Building 2120 Fuel Line Pipe Abandonment Construction- Site Superintendent**
- **Broward County Aviation Department, Terminal 3 Storage Tank Upgrade- Site Superintendent**
- **US Department of Homeland Security- Federal Law Enforcement Training Center, Glynco Georgia, Remediation of Outdoor Firing Ranges 1-4 - Site Superintendent**

**Years of Experience**

17 years

**Areas of Expertise**

- Project Management
- Regulatory Agency Compliance
- Quality Assurance/Quality Control
- Tank Specialist

**Training/Certifications**

- OSHA 40 Hour HAZWOPER
- OSHA 8 Hour Supervisor
- USACE Contractor Quality Management Course
- Asbestos Abatement Awareness for DOT
- OSHA Chemical Pollution Control
- OSHA Confined Space Entry
- First Aid/CPR
- O/C Tank Installation Technician
- Class 1 Federal Drivers License- Hazmat Certified
- Heavy Equipment Operator
- Masters Plumbers Certification
- Earth-moving Equipment Safety Training



FIRST-CLASS  
U.S. POSTAGE  
PAID  
MIAMI, FL  
PERMIT NO. 231

2010 LOCAL BUSINESS TAX RECEIPT  
MIAMI-DADE COUNTY - STATE OF FLORIDA  
EXPIRES SEPT. 30, 2011  
MUST BE DISPLAYED AT PLACE OF BUSINESS  
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

MIAMI-DADE COUNTY  
TAX COLLECTOR  
140 W. FLAGLER ST.  
1ST FLOOR  
MIAMI, FL 33130

416220-2  
BUSINESS NAME/LOCATION  
CHEROKEE ENTERPRISES INC  
14474 COMMERCE WAY  
33016 MIAMI LAKES  
RENEWAL 434651-6  
RECEIPT NO. STATE# PCC056851

OWNER  
CHEROKEE ENTERPRISES INC  
Sec. Type of Business  
196 SPEC MECHANICAL CONTRACTOR  
WORKER/S 10

DO NOT FORWARD  
CHEROKEE ENTERPRISES INC  
CHRISTINE FRANKLIN PRES  
14474 COMMERCE WAY  
MIAMI LAKES FL 33016

THIS IS NOT A BILL - DO NOT PAY  
THIS IS ONLY A LOCAL BUSINESS TAX RECEIPT. IT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY EXISTING REGULATORY OR ZONING LAWS OF THE COUNTY OR CITIES. NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER TAXES OR FEES REQUIRED BY LAW. THIS IS NOT A CERTIFICATION OF THE HOLDER'S QUALIFICATIONS.

PAYMENT RECEIVED  
MIAMI-DADE COUNTY TAX COLLECTOR  
07/14/2010  
60050000277  
000045.00

SEE OTHER SIDE

FIRST-CLASS  
U.S. POSTAGE  
PAID  
MIAMI, FL  
PERMIT NO. 231

2010 LOCAL BUSINESS TAX RECEIPT  
MIAMI-DADE COUNTY - STATE OF FLORIDA  
EXPIRES SEPT. 30, 2011  
MUST BE DISPLAYED AT PLACE OF BUSINESS  
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

MIAMI-DADE COUNTY  
TAX COLLECTOR  
140 W. FLAGLER ST.  
1ST FLOOR  
MIAMI, FL 33130

410391-7  
BUSINESS NAME/LOCATION  
CHEROKEE ENTERPRISES INC  
14474 COMMERCE WAY  
33016 MIAMI LAKES  
RENEWAL 428576-3  
RECEIPT NO. STATE# PCC056851

OWNER  
CHEROKEE ENTERPRISES INC  
Sec. Type of Business  
242 P.A./CORP/PARTNERSHIP/FIRM  
EMPLOYEE/S 1

DO NOT FORWARD  
CHEROKEE ENTERPRISES INC  
CHRISTINE FRANKLIN PRES  
14474 COMMERCE WAY  
MIAMI LAKES FL 33016

THIS IS NOT A BILL - DO NOT PAY  
THIS IS ONLY A LOCAL BUSINESS TAX RECEIPT. IT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY EXISTING REGULATORY OR ZONING LAWS OF THE COUNTY OR CITIES. NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER TAXES OR FEES REQUIRED BY LAW. THIS IS NOT A CERTIFICATION OF THE HOLDER'S QUALIFICATIONS.

PAYMENT RECEIVED  
MIAMI-DADE COUNTY TAX COLLECTOR  
07/14/2010  
60060000481  
000045.00

SEE OTHER SIDE

FIRST-CLASS  
U.S. POSTAGE  
PAID  
MIAMI, FL  
PERMIT NO. 231

2010 LOCAL BUSINESS TAX RECEIPT  
MIAMI-DADE COUNTY - STATE OF FLORIDA  
EXPIRES SEPT. 30, 2011  
MUST BE DISPLAYED AT PLACE OF BUSINESS  
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

MIAMI-DADE COUNTY  
TAX COLLECTOR  
140 W. FLAGLER ST.  
1ST FLOOR  
MIAMI, FL 33130

416221-0  
BUSINESS NAME/LOCATION  
CHEROKEE ENTERPRISES INC  
14474 COMMERCE WAY  
33016 MIAMI LAKES  
RENEWAL 434652-4  
RECEIPT NO. STATE# CBC058917

OWNER  
CHEROKEE ENTERPRISES INC  
Sec. Type of Business  
196 SUB-GENERAL BLDG CONTRACTOR  
WORKER/S 10

DO NOT FORWARD  
CHEROKEE ENTERPRISES INC  
CHRISTINE FRANKLIN PRES  
14474 COMMERCE WAY  
MIAMI LAKES FL 33016

THIS IS NOT A BILL - DO NOT PAY  
THIS IS ONLY A LOCAL BUSINESS TAX RECEIPT. IT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY EXISTING REGULATORY OR ZONING LAWS OF THE COUNTY OR CITIES. NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER TAXES OR FEES REQUIRED BY LAW. THIS IS NOT A CERTIFICATION OF THE HOLDER'S QUALIFICATIONS.

PAYMENT RECEIVED  
MIAMI-DADE COUNTY TAX COLLECTOR  
07/14/2010  
60050000313  
000045.00

SEE OTHER SIDE

FIRST-CLASS  
U.S. POSTAGE  
PAID  
MIAMI, FL  
PERMIT NO. 231

2010 LOCAL BUSINESS TAX RECEIPT  
MIAMI-DADE COUNTY - STATE OF FLORIDA  
EXPIRES SEPT. 30, 2011  
MUST BE DISPLAYED AT PLACE OF BUSINESS  
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

MIAMI-DADE COUNTY  
TAX COLLECTOR  
140 W. FLAGLER ST.  
1ST FLOOR  
MIAMI, FL 33130

410393-3  
BUSINESS NAME/LOCATION  
CUEVAS GABINO  
14474 COMMERCE WAY  
33016 MIAMI LAKES  
RENEWAL 428578-9  
RECEIPT NO. STATE# PE42530

OWNER  
GABINO CUEVAS  
Sec. Type of Business  
212 PROFESSIONAL

DO NOT FORWARD  
CUEVAS GABINO  
CHEROKEE ENTERPRISES INC  
14474 COMMERCE WAY  
MIAMI LAKES FL 33016

THIS IS NOT A BILL - DO NOT PAY  
THIS IS ONLY A LOCAL BUSINESS TAX RECEIPT. IT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY EXISTING REGULATORY OR ZONING LAWS OF THE COUNTY OR CITIES. NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER TAXES OR FEES REQUIRED BY LAW. THIS IS NOT A CERTIFICATION OF THE HOLDER'S QUALIFICATIONS.

PAYMENT RECEIVED  
MIAMI-DADE COUNTY TAX COLLECTOR  
07/14/2010  
60060000483  
000060.00

SEE OTHER SIDE



AC# 4458395

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L09070200772

DATE	BATCH NUMBER	LICENSE NBR
07/02/2009	090006271	QB0012623

The BUSINESS ORGANIZATION

Named below IS QUALIFIED

Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2011

(THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS THE  
COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)

CHEROKEE ENTERPRISES INC  
14474 COMMERCE WAY  
MIAMI LAKES

FL 33016

CHARLIE CRIST  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO  
SECRETARY



# State of Florida

## Board of Professional Engineers

Cherokee Enterprises, Inc.



Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 28-Feb-11

Audit No: 22820111831

### Certificate of Authorization

DISPLAY AS REQUIRED BY LAW

CA No:

8149



AC# 4948265

STATE OF FLORIDA

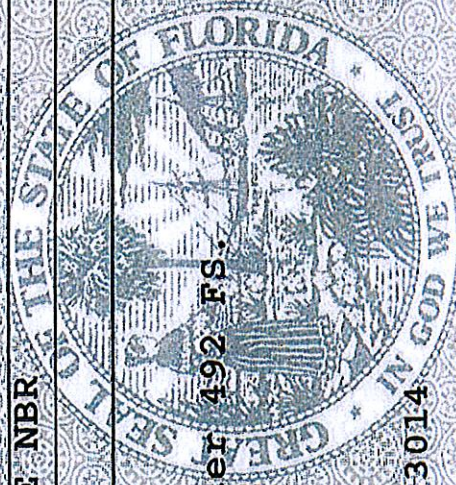
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF PROFESSIONAL GEOLOGISTS

SEQ# L10042701367

DATE	BATCH NUMBER	LICENSE NBR
04/27/2010	090420153	GB548

The GEOLOGY BUSINESS  
Named below IS CERTIFIED  
Under the provisions of Chapter 492 FS.  
Expiration date: JUL 31, 2012

CHEROKEE ENTERPRISES INC  
14474 COMMERCE WAY  
MIAMI LAKES FL 33014



CHARLIE CRIST  
GOVERNOR

CHARLIE LIEM  
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW



# State of Florida

## Board of Professional Engineers



**Gabino Cuevas, P.E.**

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

P. E. Lic. No:

**42530**

Expiration: 28-FEB-11

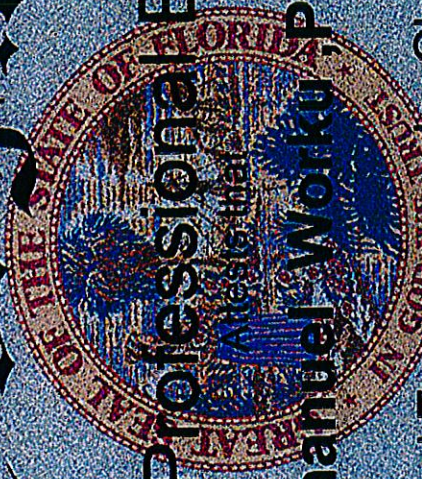
Audit No: 228201124089

DISPLAY AS REQUIRED BY LAW



# State of Florida

## Board of Professional Engineers



**Amanuel Worku, P.E.**

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

**P. E. Lic. No:**

**61885**

**Expiration: 28-FEB-11**

**Audit No: 228201129167**

DISPLAY AS REQUIRED BY LAW



AC# 4956462

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF PROFESSIONAL GEOLOGISTS

SEQ# 110050600794

DATE	BATCH NUMBER	LICENSE NBR
05/06/2010	098159412	PG1717

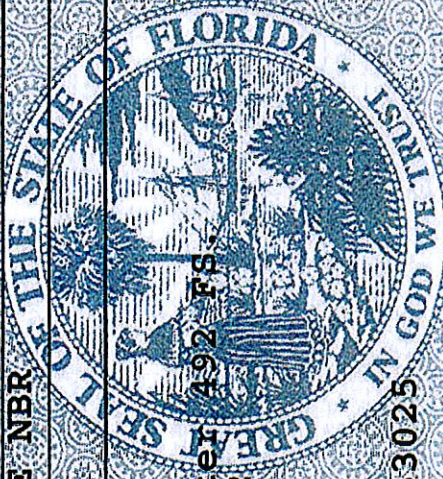
The PROFESSIONAL GEOLOGIST

Named below IS LICENSED

Under the provisions of Chapter 492 FS.

Expiration date: JUL 31, 2012

NORTHROP, JEFFREY S  
630 S.W. 94TH TERRACE  
PEMBROKE PINES FL 33025



CHARLIE CRIST  
GOVERNOR

CHARLIE LIEM  
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW



**STATE OF FLORIDA**

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

**SANCHEZ, ALEJANDRO E**  
**CHEROKEE ENTERPRISES INC**  
14474 COMMERCE WAY  
MIAMI FL 33016-0066

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

AC# 4974949

**STATE OF FLORIDA**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10052601255

DATE	BATCH NUMBER	LICENSE NBR
05/26/2010	098165939	CGC1505536

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2012

**SANCHEZ, ALEJANDRO E**  
**CHEROKEE ENTERPRISES INC**  
14474 COMMERCE WAY  
MIAMI FL 33016-0066CHARLIE CRIST  
GOVERNORCHARLIE LIEM  
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW



AC# 4956332

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10050600654

DATE	BATCH NUMBER	LICENSE NBR
05/06/2010	098159414	PCCL256800

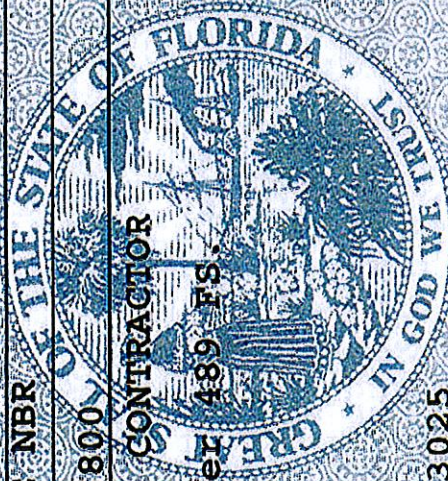
The POLLUTANT STORAGE SYSTEMS CONTRACTOR

Named below IS CERTIFIED

Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2012

NORTHROP, JEFFREY S  
CHEROKEE ENTERPRISES INC  
630 S.W. 94TH TERRACE  
PEMBROKE PINES FL 33025



CHARLIE CRIST  
GOVERNOR

CHARLIE LIEM  
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW



**STATE OF FLORIDA**

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

FRANKLIN, CHRISTINE ELAINE  
CHEROKEE ENTERPRISES INC  
14474 COMMERCE WAY  
MIAMI FL 33016

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

DETACH HERE

AC# 5137745

**STATE OF FLORIDA**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10082800758

DATE	BATCH NUMBER	LICENSE NBR
08/28/2010	108052284	CBC058917

The BUILDING CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2012

FRANKLIN, CHRISTINE ELAINE  
CHEROKEE ENTERPRISES INC  
14474 COMMERCE WAY  
MIAMI FL 33016CHARLIE CRIST  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLIE LIEM  
SECRETARY





# GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

## Gabino Cuevas

HAS ACHIEVED THE DESIGNATION OF

### LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE  
REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY  
AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.



*[Signature]*

Chairman

**May 5, 2009**

Date Issued

*[Signature]*

Peter Templeton, President



# Institute of Hazardous Materials Management



Certifies that

*Jeffrey S. Northrup*

has successfully met all requirements of education,  
experience and examination, and is hereby designated a

*Certified Hazardous Materials Manager*

September 1988  
Certified

01575      September 30, 2013  
Number      Expiration Date

*John H. Frick*  
Executive Director

So long as this credential is renewed according to schedule and is not otherwise revoked.



State of Florida

*Minority, Women &  
Service-Disabled Veteran*

Business Certification

Cherokee Enterprises, Inc.

Is certified under the provisions of  
287 and 295.187, Florida Statutes for a period from:

January 27, 2010 to January 27, 2012

Torey Alston, Executive Director

*Florida Department of Management Services  
Office of Supplier Diversity*





**CITY OF CORAL GABLES**  
**REQUIRED COVER SHEET & CHECK LIST WHEN EVIDENCING INSURANCE**

This check list was developed to identify the documents required when an entity and/or an individual is evidencing insurance to the City. All applicable boxes must be checked. This form, and other related insurance documents are available @ [www.coralgables.com](http://www.coralgables.com). Under City Departments tab, click on Human Resources, then the Risk Management Division Page.

**◀◀◀ THIS FORM MUST BE SUBMITTED WHEN EVIDENCING INSURANCE TO THE CITY ▶▶▶▶**

Full Legal Name (as shown on the agreement or permit with the City):	Cherokee Enterprises, Inc.
City Department (that you are working with or that is issuing a permit):	
City Employee (contract manager or employee issuing permit):	
The name & phone # of the individual who completed this check list:	Gabino Cuevas, (305) 828-3353
The date this check list was completed in its entirety:	12/15/2010

☒ **A Certificate of Insurance is attached and the following information is contained therein:**

- ☒ The named insured listed on the Certificate of Insurance exactly matches the name of the individual and/or entity that is required to evidence insurance to the City.
- ☒ The Certificate Holder section of the Certificate of Insurance reads as follows:  
City of Coral Gables • Risk Management Division  
2801 Salzedo Street, 2<sup>nd</sup> Floor • Coral Gables, FL 33134
- ☒ The special provisions section of the Certificate of Insurance contains language affirming that;
  - 1) Endorsements have been issued to all required insurance policies naming the City of Coral Gables as an additional insured on a primary and non-contributory basis (except workers compensation & professional liability insurance) and;
  - 2) That all policies evidenced to the City contain a waiver of subrogation endorsement and;
  - 3) That all policies have been endorsed to ensure that the City receives the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

**IF COVERAGE IS REQUIRED FOR THE LINES OF INSURANCE BELOW, THEN THE DOCUMENTS LISTED MUST ALSO BE ATTACHED TO THE CERTIFICATE OF INSURANCE EVIDENCED TO THE CITY**

☒ **Copies of the following Commercial General Liability Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:**

- ☒ Endorsement (or a copy of the policy) naming the City of Coral Gables as an Additional Insured on a Primary and Non-Contributory Basis.
- ☒ Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- ☒ Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

☒ **Copies of the following Automobile Liability Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:**

- ☒ Endorsement (or a copy of the policy) naming the City of Coral Gables as an Additional Insured on a Primary and Non-Contributory Basis.
- ☒ Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- ☒ Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

☒ **Copies of the following Workers Compensation Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:**

- ☒ Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- ☒ Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/10/2010

PRODUCER Phone: (360) 598-3700 Fax: (360) 598-3703

MICHAEL J. HALL &amp; COMPANY

ARCHITECTS & ENGINEERS PROFESSIONAL INSURANCE  
PROGRAM, INC.

19660 10TH AVENUE N.E.

POULSBORO WA 98370

INSURED

CHEROKEE ENTERPRISES, INC.

14474 COMMERCE WAY

MIAMI LAKES FL 33016

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

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Indian Harbor Insurance Company

36940

INSURER B: Hartford Underwriters Ins. Company

30104

INSURER C: Star Insurance Company

18023

INSURER D: Greenwich Insurance Company

22322

INSURER E:

## COVERAGES

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

INSR LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
D		<b>GENERAL LIABILITY</b>	GEC002113304	09/14/10	09/14/11	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person)	\$ 5,000	
	<input checked="" type="checkbox"/>	XCU, BFPD, OCP				PERSONAL & ADV INJURY	\$ 1,000,000	
	<input type="checkbox"/>	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC <input type="checkbox"/>				GENERAL AGGREGATE	\$ 2,000,000	
						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$
B		<b>AUTOMOBILE LIABILITY</b>	52UECJO3310	09/14/10	09/14/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/>	ANY AUTO				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/>	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/>	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
	<input checked="" type="checkbox"/>	HIRED AUTOS						
		<input checked="" type="checkbox"/>	NON-OWNED AUTOS					
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$	
		<input type="checkbox"/>	ANY AUTO			OTHER THAN EA ACC	\$	
						AUTO ONLY: AGG	\$	
		<b>EXCESS / UMBRELLA LIABILITY</b>				EACH OCCURRENCE	\$	
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$	
		<input type="checkbox"/>					\$	
		<input type="checkbox"/> DEDUCTIBLE					\$	
		<input type="checkbox"/> RETENTION \$					\$	
C		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WC0334592	09/14/10	09/14/11	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS	OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						
		Y/N <input type="checkbox"/>				E.L. EACH ACCIDENT	\$ 1,000,000	
						E.L. DISEASE-EA EMPLOYEE	\$ 1,000,000	
						E.L. DISEASE-POLICY LIMIT	\$ 1,000,000	
A		<b>OTHER Professional Liability</b>	PEC000563010	09/14/10	09/14/11	\$3,000,000 Per Claim		
		Pollution Liability				\$3,000,000 Aggregate		
		Claims Made Form				Retro: September 7, 1999		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS  
SEE SUPPLEMENTAL CERTIFICATE INFORMATION

## CERTIFICATE HOLDER

City of Coral Gables  
Risk Management Division  
2801 Salzedo Street, Second Floor  
Coral Gables, FL 33134

Attention:

ACORD 25 (2009/01)

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE  
EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN  
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

  
Ashley L. Hurd

Certificate # 122202

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# **SUPPLEMENT TO CERTIFICATE OF LIABILITY INS #122202**

DATE  
SEP 10 2010

## **DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

City of Coral Gables is an additional insured per written contract or agreement between insured and insured's client on the Commercial General Liability and Automobile Liability Policies as respects liability arising out of activities by or on behalf of the named insured.

This insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance.

A waiver of subrogation applies to the General Liability, Workers Compensation and Auto Liability policies in favor of the Additional Insured.

"IN THE EVENT OF NON-PAYMENT OF PREMIUM, ONLY 10 DAYS NOTICE OF CANCELLATION SHALL BE GIVEN"

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) Of Covered Operations</b>
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;  
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS - AS REQUIRED BY WRITTEN CONTRACT

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

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



**ENDORSEMENT #005**

This endorsement, effective 12:01 a.m., September 14, 2010 forms a part of Policy No. GEC002113304 issued to CHEROKEE ENTERPRISES, INC. by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY INSURANCE CLAUSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.



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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

**Schedule**

BLANKET WAIVER AS REQUIRED PER WRITTEN CONTRACT

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

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

Endorsement Effective 09/14/2010 Policy No. WC 0334592

Endorsement No. 002

Insured CHEROKEE ENTERPRISES, INC.

Premium \$ 43,733.00

Insurance Company STAR INSURANCE COMPANY

Countersigned by \_\_\_\_\_

Headquarters:

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