IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
OF FLORIDA IN AND FOR THE COUNTY OF MIAMI-DADE

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FINAL REPORT
OF THE
MIAMI-DADE COUNTY GRAND JURY
PART 2, Section 2

SPRING TERM A.D. 2000

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February 8, 2001

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INDEX, PART 2

PART 2: INQUIRY INTO WATER AND SEWER DEPARTMENT CONTRACT W-755: EXAMINATION OF THE ADMINISTRATION AND PERFORMANCE BY PRIVATE CONTRACTORS

I. INTRODUCTION

Our predecessor, the Spring Term 1999 Grand Jury, examined the Contracting Process for Miami-Dade County. They looked at actions by elected officials, governmental agencies, and the impact of lobbyists in the process of awarding contracts. One of the contracts examined during that session was the Miami-Dade County Water and Sewer Department's Pavement and Sidewalk Repair contract number W-755. Many issues were addressed including, among others, the drafting of the contract, the bidding process, the utilization of said contract, record keeping and administrative problems.

That Grand Jury focused on the county's handling of contract W-755. Based on their findings, they said it was an "absolute necessity" that the investigation of this contract continue. It was made clear by the 1999 Grand Jury, that this contract had been terribly mismanaged by the Water and Sewer Department. Since nothing exists in a vacuum, our report must be read in conjunction with our predecessor's report to fully understand its significance. For this reason, a copy of the pertinent portion of the Spring Term 1999 Grand Jury Report is annexed here as "Attachment A." Following their direction, we continued their effort, looking at the performance of the prime contractor and subcontractors. We looked both at the written contract, and the parties' actual performance under the contract. During our examination of what occurred, it quickly became obvious that the primary contractor's management of this contract was all but nonexistent. We also found that gross overbilling to the county had occurred. One of our tasks was to determine whether there was evidence of theft or related crimes on the part of the participating contractors. Such crimes would be based on the law and the evidence with regards to the knowing and intentional overbilling of the County for services or material never rendered or provided.

II. DESCRIPTION OF WASD CONTRACT W-755

A brief explanation of the purpose and structure of contract W-755 is in order. In Miami-Dade County, the Miami-Dade Water and Sewer Department (hereinafter referred to as WASD) is responsible for the maintenance and repair of the water and sewer lines throughout the County. These lines are generally located beneath public streets. Repairs would necessitate digging up portions of existing streets, which then have to be repaired. Historically, WASD offered a contract through the competitive bid process to private contractors to do this work. The nature of the work in these pavement and sidewalk repair contracts ranged from asphalt patches to asphalt overlays, concrete sidewalk repairs, thermoplastic markings (striping), special surface finishes, and more. There were numerous different types of work specified under Contract W-755, and each was referred to as a "line item."

The contract covered a period of one year, commencing in March 1996, and was renewed for an additional year.

III. CONTRACTORS INVOLVED

Church & Tower, Inc., was the winning bidder. It was not a stranger to this type of contract. It had previously been awarded Pavement and Sidewalk Repair Contracts. As part of its bid "package," Church & Tower, Inc. (hereinafter referred to as "CT") indicated that the two primary subcontractors would be M.B.L. Paving, Inc. (hereinafter referred to as "MBL") and H&J Paving Corp. (hereinafter referred to as "HJ"). CT estimated in their "Schedule of Participation" that each of these companies would be responsible for 17% of the work done under the contract. In reality, based on the evidence presented to us, we found this percentage of participation to be greatly understated.

We attempted to establish the relationships that existed among the contractor and its primary subcontractor. As we will discuss in more detail later, it became clear to us early in our inquiry that CT delegated the responsibilities for the performance and administration of this contract to its subcontractors. We believe that if there was

substantial and objective evidence showing that the subcontractor MBL were a "shell" company, operated and controlled by CT, this would help establish criminal responsibility on the part of CT for the acts of its subcontractor.

We were able to establish that a long-term business relationship existed between CT and MBL. For instance, MBL's primary source of business was acting as a subcontractor for CT and related companies. MBL had been acting in this capacity for more than a decade. The President and owner of MBL was a former CT employee. MBL was run by its General Manager who was also a former CT employee. His son was the controller of CT during the period of this contract. The MBL General Manager was the person in authority who dealt most frequently with the County on this contract. He signed for some documents on behalf of CT. MBL was considered the primary subcontractor for CT on this contract.

On the other hand, we examined additional facts surrounding the corporations, and determined the following distinctions existed:

- They maintained separate business offices.
- They generally maintained separate books and records. However, in this matter, MBL generated all billing documents relevant to this contract which needed to be submitted to WASD, including invoices purporting to have been created by CT.
- They did not have overlapping officers.
- They maintained separate accounting departments.
- Each is recognized by the State of Florida as a corporation, separate and distinct from one another.

Based on the testimony and the documents we observed, we found insufficient objective evidence to establish that MBL was a mere "shell" company, or that CT controlled their activities.

IV. FOCUS OF THE INQUIRY

In light of our belief that overbilling was at least one of the causes of the enormous cost overruns in contract W-755, we narrowed our inquiry to activities surrounding three

Pages 24 (in part) – 28 (in part) have been sealed along with the Indictment.

VII. ADDITIONAL WORK EXAMINED

Our inquiry continued into the areas of work described as "asphalt leveling" (Line Item 23B) and "thermoplastic marking" (striping, Line Item 24B).

A. ASPHALT LEVELING

Asphalt leveling was the work item with the highest cost overruns in terms of absolute dollars. Asphalt leveling involved the placing of a layer of asphalt for purposes of finishing a repair with a level surface, and a 23B item involved leveling in excess of 6,000 square feet of asphalt. The unit of measurement was a ton, and the rate of payment was $88.00 per ton. Inquiries have raised questions as to whether the 126,847 tons of asphalt billed under the contract were actually laid as claimed.

1. PROBLEMS IN DETERMINING ACTUAL USAGE

The only way we could prove that a crime was committed involving asphalt leveling was to determine how much asphalt was actually laid, and to compare that to the amount billed. If the amount of asphalt claimed to have been used was intentionally overstated

resulting in an artificially inflated billing, then we would have a theft. The normal way to determine the amount of asphalt used was to collect load tickets. Load tickets reflect the amount of asphalt carried by the delivery vehicle. As discussed in the 1999 Grand Jury Report, rather than rely on "load tickets" to establish the amount of asphalt utilized, WASD opted for what was known as the volumetric method. This required the use of a mathematical formula, and accurate measurements as to the length, width and depth of the asphalt laid. The problem was, as was pointed out in the Grand Jury Report, that WASD inspectors failed to perform the necessary measurements.

> ... it was decided by WASD that they would measure the quantities of asphalt provided by the contractor on the basis of a volumetric formula rather than "load tickets." Witnesses have told us that the volumetric method has numerous pitfalls, the greatest of which is that the process necessitates an "in progress inspection" to obtain an accurate depth measurement. We have determined that these depth measurements were usually not obtained by inspectors during any "in progress" inspections. Thus, there was no true inspection accomplished that could determine the actual amount of asphalt that had been used. Since payment under W-755 was to be made based upon the "units" of asphalt, this lack of meaningful inspection meant that the accuracy of the contractor's, or sub-contractor's, billings could not be verified. Not surprisingly, this has proven to be extremely problematic in the current efforts underway to determine the actual amount of asphalt provided and thus the amount of money that should have been paid. Once WASD decided to use the volumetric method, they were required to ensure the accurate measurement of all three dimensions in the asphalt pour: length, width and depth. WASD inspectors uniformly failed to measure the depth of the asphalt laid. As a result, it is now virtually impossible to accurately reconstruct the amount of tonnage of asphalt provided under this contract. (at page 22)

So literally, there were no witnesses from WASD who could come in and either confirm or refute that the amount of asphalt billed for had in fact been laid.

Additional methods were looked at to see if we could somehow establish the amount of asphalt actually used with the accuracy necessary for a criminal prosecution. The first method involved an examination and comparison of HJ records and MBL created billing records. The second method involved a process known as "coring."

What we did in the first method was calculate the total amount of asphalt billed by HJ to CT. HJ was the primary asphalt subcontractor on W-755. It was our intention to

compare that figure with the total amount of asphalt billed by MBL to WASD. We immediately ran into problems. The support documents upon which the HJ asphalt figures had been based were destroyed long before this inquiry began. Testimony was provided indicating that the figures found on the HJ records were not the source of the billing figures used by MBL. Finally, conflicting evidence existed indicating that HJ was not the sole source of the asphalt billed for under line item 23B. This method failed to establish the facts necessary to proceed criminally.

The second method, coring, is a process by which a cylindrical sample is taken from the leveling course to a certain depth, and then examined to determine the depth of the last layer of asphalt. This brings into question other issues, such as: 1. the number of coring samples taken and the uniformity of depth throughout the entire leveling course; 2. the age of the asphalt leveling course, and whether it was done under this contract, prior contracts, or for other agencies; 3. the exact location of all the asphalt included under the particular work order; 4. the compacting that normally occurs over time as the road is used, which in turn reduces the depth measurement in the formula thereby effecting the accuracy of the calculations. Coring produces an estimated tonnage which, while valuable for some purposes, cannot provide the accuracy necessary for a criminal prosecution.

Overall, despite the varied efforts to establish the amount of asphalt actually laid, too many questions remain. Each method utilized provided a different figure representing the actual tonnage of asphalt used, none of which could be relied upon for purposes of charging a criminal violation. While we do believe that there is evidence of overbilling on the asphalt, because of the confusing and contradictory figures relating to the tonnage of asphalt actually used, we are unable to establish exactly how much the County was overbilled with the degree of accuracy necessary to establish criminal liability.

B. THERMOPLASTIC MARKING (STRIPING)

The third and final line item that we examined in contract W-755 involved thermoplastic markings in excess of 900 linear feet (Line Item 24-B). To prove a violation here, we would have to show that MBL was responsible for doing this thermoplastic

marking (striping) and failed to perform said work, or, in the alternative, that they knew the work had not been performed, and billed WASD knowing this to be the case. Based on the testimony and evidence presented, we determined that we cannot charge MBL with criminal activity as to this 24B work. While there is evidence that substantially less thermoplastic was applied than was billed for, MBL was not the entity that performed the work in question. There are inflated service invoices from another contractor to MBL, and it appears from the evidence that any overbilling stemmed from these inaccurate service invoices created by the performing contractor. Evidence supports the position that MBL acted only in an administrative capacity on these items. Furthermore, there is evidence and testimony that establish that MBL personnel relied on these inflated service invoices from the other contractor to create the billings submitted to WASD for payment.

C. CONCLUSION

We find that there is insufficient evidence to charge MBL with any criminal violations in the matters involving asphalt leveling work and thermoplastic markings, as discussed above.

VIII. CHURCH & TOWER, INC.

Having examined the actions of MBL with regard to W-755, the next step was to address the involvement of Church & Tower, Inc. We needed to determine whether the actions of MBL were attributable to CT. There is no question that Church & Tower, Inc. won the bidding as the prime contractor on WASD contract W-755. Furthermore, we find that it received a significant financial benefit from the gross overbillings submitted to the County on its behalf by MBL. However, these facts alone are not sufficient to establish criminal liability on the part of said corporation. Our inquiry did not stop there, however. Based on the testimony and evidence presented to us, the Grand Jury found that all of the duties and responsibilities normally expected of the prime contractor were actually performed by MBL.

- 100% of actual construction work done under this contract was done by other companies.

•CT did not communicate with WASD inspectors about the work;

•CT did no supervision or inspections; and

•CT did not prepare paperwork for submittal to WASD for payment.

The only thing that CT did do was receive the checks issued by WASD in payment for work allegedly done under W-755. Sometimes, they even delegated the responsibility of signing for these checks to MBL's General Manager.

We invited officers of Church & Tower, Inc. to appear voluntarily before us and testify regarding CT's participation in contract W-755. It was our hope and desire that such first hand testimony would assist us in understanding the "how and why" of this contract, and provide us insight, from the contractor's perspective. We received a negative response from their representative, citing concerns with the potential impact of such testimony on pending civil litigation.

Not having this additional input from CT personnel, we reviewed the corporations' involvement with the three specific types of work discussed above, namely: contingency fund (special surface repairs), asphalt leveling, thermoplastic marking. We found the same results for each:

- There was no performance of the work in question by CT personnel;
- CT personnel performed no inspections or supervision of the work;
- CT personnel had no contact with WASD relating to problems with the work;
- There was no evidence that CT personnel were involved in the creation of false billing invoices, or that they were falsely created with the knowledge and consent of CT corporate officers.

The testimony and evidence fails to establish that CT had the necessary knowledge, or participated in the necessary activities, to support criminal charges against said corporation. We could assume that because of their long term business relationship with MBL, at least some of the CT executives should have known about the gross overbilling by MBL. However, a criminal case cannot be based on such assumptions. Therefore, based on the evidence and testimony, we have voted No True Bill as to Church

& Tower, Inc. However, we do not want this outcome to reflect a comfort level, or satisfaction with the actions of CT, as the prime contractor on contract W-755.

IX. RESPONSIBILITY OF PRIVATE CONTRACTORS ON GOVERNMENT CONTRACTS: CONCLUSION

While they may not rise to the level of a criminal violation, the actions of CT with regard to contract W-755 are the antithesis of how we would want, or expect, a county contract to be bid, awarded, or managed. There is some evidence that Church & Tower, Inc. provided misleading information to the County as part of its bid package. If, in their "Schedule of Participation," they had accurately stated that their two sub-contractors, MBL Paving, Inc., and H&J Paving Corp., would be responsible for most of the work (rather than the 17% each that they listed), this contract might have been awarded to a different contractor. There can be no doubt that the County Commission would have raised serious questions before approving a contract where the prime contractor delegates 100% of the construction work to others, and provides neither supervision nor scrutiny over the quality and volume of work done.

When the government has accepted a bid from a company to perform work, the very least that should be expected from that company is that it will perform the work properly, in accordance with the terms of the contract. According to the testimony of witnesses, it appears that CT effectively delegated the entire contract to another company. We understand that some subcontracting is necessary in most large government contracts. If a company delegates the work to subcontractors, while we would assume that they would only hire competent subs and would expect the work to be done properly, it is reasonable to expect the prime contractor to have a series of internal controls to confirm the quality of work and the accuracy of the billings. We have seen no evidence of that in this case. To the contrary, at the instant CT was awarded this contract, they washed their hands of all actual responsibilities except the cashing of the county checks.

We have asked ourselves, how could CT have been the lowest bidder and yet still be able to afford to "sell" the performance of the entire contract to another company? This is a question for which we do not have an answer. Even worse, the total

abandonment of its responsibilities to perform the contract and oversee the work left the people of this community without many of the checks and balances intended by the entire contracting process. MBL didn't submit a bid for this multi-million dollar contract. MBL's ability to perform the work was never evaluated by the county. MBL wasn't the company WASD entered into the contract with, CT was.

In a nutshell, we are outraged at the wanton disregard and cavalier attitude exercised by CT. This is not how a contractor doing business with the County and being paid with public funds should act. All contractors, CT included, need to recognize their moral duty to fulfill their contractual obligations, and scrutinize the manner in which the work is done so public funds are not squandered.

We understand that the County has commenced legal action against CT. We feel strongly that corporations and responsible parties should not have another such opportunity to benefit from such a windfall of public funds as occurred here. We therefore urge the County to continue to vigorously pursue all legal avenues available leading to the reimbursement of funds lost and the exclusion of the responsible parties from future government contracts. Likewise, we urge any and all governmental agencies that enter into contracts with the private sector to closely scrutinize the granting of future contracts so they do not fall victim to similar squandering of public funds. We believe this is necessary to ensure that no other corporation abdicates or escapes its responsibility to the public.

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
OF FLORIDA IN AND FOR THE COUNTY OF MIAMI-DADE

FINAL REPORT
OF THE
MIAMI-DADE COUNTY GRAND JURY

INQUIRY REGARDING
THE MIAMI-DADE COUNTY CONTRACT PROCESS: A CALL FOR THE RESTORATION OF FISCAL TRUST AND CONFIDENCE

SPRING TERM A.D. 1999

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FILED
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Attachment A

INDEX

III. ACTIONS ON CONTRACTS WITHIN COUNTY DEPARTMENTS

As we have previously described, the decision to award a county government contract is currently the sole province of our elected officials. However, once that contract is awarded, the role of managing and administrating that contract shifts to the particular department responsible for the subject matter of the contract itself. Our inquiry this term has led us to the examination of the administration of a large number of contracts within the agencies responsible for the operation of the Port of Miami, Miami International Airport (MIA) and the Water and Sewer Department. The examination of some of these contracts has been particularly horrific. Some of the contracts we reviewed are still under criminal investigation and have not yet been made public. For that reason, while we will draw general conclusions from them, we will not specifically describe them here. However, if there is a single "motherlode" of a contract still under investigation that exemplifies total misuse, exorbitant cost overruns, complete mismanagement and an extraordinary lack of concern by government officials for the value of our public funds, it is the Water and Sewer Department's Pavement and Sidewalk Repair contract number W-755. Accordingly, we devoted the greatest amount of our limited time this term to an examination of the many issues and problems we found concerning this contract. As will be seen, this analysis will also highlight the absolute necessity that the current investigations of this contract, both civil and criminal, continue unabated.

In Miami-Dade County, the Public Works Department is the entity primarily responsible for the repair and paving of roadways throughout the county. For that purpose, the department uses contractors obtained through a series of competitively bid contracts. However, when areas of roadways or sidewalks are damaged as a result of repairs to the county's water and sewer lines, it is the responsibility of the Water and Sewer Department (WASD) and not the Public Works Department to patch those areas. Accordingly, WASD also uses a contractor obtained through a competitively bid contract to be on call when needed to provide these patchwork repairs. The most recent of these contracts, W-755, is simply a list of per unit costs for the commodities that would need to be supplied upon a work order being issued. For instance, if WASD issues a work order for a sidewalk repair, the amount of concrete used would be multiplied by the unit cost to determine the amount the county would pay. Included within these prices are the personnel and equipment costs associated with the job itself. Thus, one very important factor with these types

of contracts is the recognition that, due to the costs associated with mobilization[2], the price of the particular commodity needed is controlled by the volume of that need. If a large volume is needed, the cost of mobilization will have a lesser effect upon the entire job and the per unit cost will be less. If a smaller volume is needed, the mobilization cost will constitute a greater part of the overall cost and will therefore cause the price per unit to be higher. These factors are well known within both WASD and the industry and are crucial to a company's bid since it will control the nature and size of any profit.

a. <u>The Bid Specifications Development Process For W-755</u>

To develop the specifications for W-755, WASD first determined the type of work they wanted to include in the contract as a "line item" and then estimated the quantity or volume that would be needed for each one. These specifications were then advertised. The contractor's bid on the contract would thus simply list the amounts they intended to charge per unit for each line item. These costs per unit would then be multiplied by the number of units estimated to be used and, when totaled, would represent the final bid figure submitted for the company. Obviously, the key factor to avoid cost overruns in this contract was for WASD to make sure the estimates of usage were as accurate as possible. If they underestimated the volume of a particular item, they would receive higher per unit prices than necessary. Since W-755 was evaluated by WASD as intended for smaller "patchwork" jobs and never for the greater volume needed for the repaving of entire streets or neighborhoods, it was considered reasonable to expect that bids would involve a higher price per unit than contracts such as those used, for example, by Public Works. As we will see, it was the failure of WASD, whether deliberate or otherwise, to correctly estimate the usage needed in this contract that directly caused the huge cost overruns that resulted.

Obviously, the patchwork needs represented by W-755 did not originate when that contract was awarded by the Board of County Commissioners in 1996. We found that three predecessor contracts, dating back to 1992, had been awarded for the same purpose. When we analyzed all of these contracts from a historical perspective, the increase in usage was not only breathtaking but would also be clearly apparent to anyone who had bothered to examine these details:

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[2] The costs of 'mobilization" refers to the fact that a minimum amount of equipment and personnel is needed regardless of the size of the repair. Therefore, to bring the crew and equipment to the job site to pour concrete

CONTRACT	AMOUNT PAID	% CHANGE FROM PREVIOUS CONTRACT
W-683	$ 3,970,370	
W-710	$ 7,527,522	+ 189 %
W-741	$ 19,166,130	+ 254 %
W-755	$ 37,171,665*	+ 95 %

*date the contract was suspended, amount is total paid as of that date

We are certainly not experts in the areas of paving and sidewalk repair contracts, but we think it should have been obvious, sometime between 1992 and 1997, that the work needed under these contracts were no longer "patchwork" in nature. In fact, from 1992 through its forced stoppage in 1997, the amount of money WASD spent for these "patchwork" repairs increased by more than 936%! Clearly someone inside WASD should have realized this when the estimates for these contracts were being developed. Nevertheless, we have found that each new contract continued to be estimated and then bid out as if the nature of the volume was unchanged and as if, somehow, the extraordinary increases in previous years would simply never happen again. In fact, our examination of the manner by which the bid process for W-755 was structured has revealed a level of negligence within WASD that we find repulsive in its breadth. It also reveals a total disregard for the value of the public's money. In developing the estimates for private companies to use in structuring their bids, WASD completely ignored the prior history of use, under the contracts, for the exact same work that had preceeded W-755. Remembering that this was intended for small, patchwork jobs with larger per unit costs needed to cover the cost of mobilization, we find it to be either incredibly stupid or highly suspicious that past usage was so totally ignored.

By comparing W-755 with its immediate predecessor (W-741), we found a pattern where WASD grossly *overestimated* the items that had the least amount of prior usage. Even worse, it grossly *underestimated* the items that had the greatest amount of prior usage. This practice virtually guaranteed that the citizens of Miami-Dade County paid higher prices for the most often used items in W-755. For instance, if the actual usage during W-741 for "Asphalt Leveling" was 71,085 tons then why did WASD use an estimate of 13,440 tons in W-755 for the same time

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costs essentially the same regardless of the amount of concrete that will be poured. To cover these costs, it is standard in the industry to charge more per unit for smaller jobs then for larger ones.

period?[3] If the actual usage in W-741 for "Thermoplastic Marking" (striping) was 306,896 linear feet, then why did WASD use an estimate of 88,000 linear feet? The extent of this failure is highlighted when a comparison is made between the original bid estimates for W-755 and the usage that was billed and paid over the exact same sixteen-month period:

ITEM	ORIGINAL BID ESTIMATE	ACTUAL AMOUNT OR COST	% OF DIFFERENCE
Thermoplastic Marking	117,333 feet	1,397,647 feet	+ 1,191 %
Asphalt Leveling	10,667 tons	126,847 tons	+ 1,189 %
Road Milling	$1,066,666	$4,546,933	+ 426 %
Special Finishes	$ 746,666	$2,494,838	+ 334 %

The differences between the estimates and the billed usage or costs are staggering. In W-755, the usage of Asphalt Leveling and Thermoplastic Marking (striping) were each underestimated by more than 1,100 percent. The cost overruns on *these two items alone* resulted in our community paying an additional $12,784,468 under this contract. Our individual analysis of the estimates used by WASD in the bid solicitation for W-755 reveals a total failure to exercise even a minimal level of common sense.

The cost to our community of the failure to correctly estimate the volume of work needed under W-755 is further exemplified when compared with prices for similar work under competitively bid contracts obtained by the Miami-Dade Public Works Department (Public Works). For example, the price obtained based upon the underestimation of asphalt leveling in W-755 was $88.00 per ton of asphalt. Existing at the same time as W-755 was a contract in Public Works for this same item, at a much greater volume, which was only $28.00 per ton. If WASD had simply chosen to use the existing Public Works contract, that single action would have saved the people of Miami-Dade County a total of $7,610,820 on this one item alone. When these potential savings are extrapolated to include the *entire* contract, the amount of money wasted in this fashion is almost beyond belief. In fact, when we took the bids submitted by all five companies on each line item in W-755 and multiplied these prices by the actual billings rather than

[3] The estimates and actual usage of W-755 and W-741 encompassed different periods of time. To enable this comparison to be made, we adjusted the figures for both contracts to accurately represent a twelve month period of time.

the estimates used by WASD, it resulted in a complete reversal of the bid results. Incredibly, applying the actual billings under W-755 resulted in the bidder who had won the contract having the *highest* bid of all applicants instead of the lowest bid, as was originally submitted!

It is axiomatic that the main purpose of using competitively bid contracts is to obtain lower costs through the competition for the contract. For this to work, it is therefore necessary that the solicitation for the contract be structured in a fashion that enhances this competition. As if the failures of common sense we found in the estimates weren't enough, we also found substantial evidence suggesting that the contract solicitation was structured in a fashion that effectively discouraged competition. For instance, W-755 "bundled" a large number of different types of repair work into one contract. These included such varied areas as concrete pavement repair, repair and installation of the rock base for the asphalt surface, concrete curb and gutter repairs, reinforced concrete sidewalk and driveway repairs, fire hydrant slab repairs, asphalt and concrete resurfacing and leveling, thermoplastic road striping and contingency funds for the cold milling of the asphalt and repairs to pavers, chattahoochee and other special concrete finishes. The inclusion of so many different items in one "patchwork" contract might have had the effect of discouraging or eliminating bidders. For instance, contractors specializing in only some of these items might not bid since they had to provide all of these services if requested under the contract. The inclusion of these items also had the effect of tremendously increasing the size of the contract thus discouraging smaller contractors who perhaps did not have the staffing or logistical ability to fulfill these demands. The size of this contract also became a further obstruction to bidders since a 100 percent performance bond was required from the winning contractor. The inability of some firms to qualify for such a substantial bond operated as a restriction of the number of contractors who could submit bids. In light of this, it was greatly interesting to us to find that our concerns had apparently been shared by several members of WASD's staff at the time this contract solicitation was developed. Suggestions were made to split the contract by placing large asphalt overlays in a separate contract from small patches. This would have the effect of gaining lower costs through increased bid competition since companies that are more limited in the scope of the product they offer would be more likely to bid on this more limited contract. Nevertheless, this was rejected by WASD officials. A second suggestion to increase competition was to reduce the size of the bonding requirement. Since there was never expected to be more than one million

dollars in outstanding work orders at any one time, there was no apparent need to require a bond in the amount of 100 percent of the entire contract price. This recommendation was actually included in the original draft of the contract but was changed back to the 100 percent bond requirement after one of the expected bidders complained.

b. A Factual Omission In The Commission Presentation

Turning our attention away from the total abandonment of fiscal responsibility in the bid estimation process, we next analyzed the process by which officials within WASD and a previous County Manager presented W-755 for the approval of the Board of County Commissioners. As we have previously described in this report, once the lowest bidder is determined and the County Manager selects the entity to which this contract should be awarded, a recommendation is made to the Board of County Commissioners for the approval of the contract. Prior to this recommendation being presented we have learned that, not only had the amount of money appropriated under the preceding contract W-741 been completely used up, but additional work had been authorized and already performed by the holder of W-741. A portion of the funds recommended for authorization under W-755 was therefore intended by WASD to be used to pay for work already done under the predecessor contract. According to the testimony of witnesses, it is clear that this fact was never made known to the County Commission, nor does it appear to have been known at that time by the County Manager. This omission was significant. We have determined that at least $6 million worth of work from W-741 remained unpaid to the contractor at the time W-755 was approved by the commission. Incredibly this meant that, at the time it was approved, W-755 was already far short of the funds represented to the commissioners as necessary to do the work for the coming 12 months. This is inexcusable. However, we are sad to say that this farce did not end with that omission.

As could now be clearly predicted, the money designated for W-755 was quickly exhausted. As a result, WASD officials appeared before the commission and requested approval of a change order.[4] The substance of their request was for the commission to exercise an option

[4] We have been astounded by the apparently common use of change orders as a method to increase the funding provided in many of the contracts we examined after they had been awarded. In the context of government contracts we think a request for a change order should be viewed as a red flag and trigger closer examination of the entire contract. For instance, when a contract such as W-755 ran out of money so quickly, the request for a change order should have caused an immediate investigation.

available under the terms of the contract to extend it for another year at the same bid prices. Effectively, this would allocate the money that was to be used for work done in the second year of the contract to pay the cost overruns already occurring in the first. The explanation given to the Board of County Commissioners when they questioned this need was that there was more work than had been expected when the contract had been originally recommended for their approval. Based upon what we have found, we feel this explanation, as well as the earlier omission, served to hide important and material facts from the commission. The use of W-755 as the mechanism for the payment of work performed under W-741 had another fiscally irresponsible result. Since the unit prices in W-755 had been arrived at in a bid totally separate from W-741, the actual unit prices were higher. For instance, in W-741, Thermoplastic Marking was priced at $1.90 per linear foot; in W-755, it was $2.00. For Asphalt Leveling in W-741, it was priced at $80.00 per ton; in W-755, it was $88.00 per ton. As a result, we have been told that the county ended up paying higher prices for this work than was originally bid in W-741.

c. <u>The Lack of Proper Administration and Oversight of W-755</u>

Continuing our analysis, we now had a contract on behalf of the citizens of Miami-Dade County that was based upon totally inaccurate estimates by county staff, was providing for the payment of much higher per unit prices than necessary, and had already used up almost one-third of the funds needed for the first year of its term before any work under the contract itself had been authorized. Amazingly, things then got even worse.

The administration and oversight of this contract was the responsibility of WASD. It was to this department alone that the people of Miami-Dade County and the County Commissioners looked to ensure that no money was released until certain minimum requirements were met. First, the department had the responsibility to ensure that the work requested was necessary and that it was performed properly. Since no work could be done under the contract unless it was specifically requested through a work order (in government jargon called a "Distribution Authorization" or "DA"), the department had the responsibility of ensuring work was done in the order requested. This would assure that all jobs would be completed appropriately and avoid the possibility of a contractor choosing to do only the most lucrative or expensive jobs first. Once work ordered by WASD was represented to have been completed and a bill for the work

submitted, the department had the responsibility to make sure these billings were accurate and that the work requested was in fact properly performed.

The contract underlying W-755 incorporated several safeguards intended to assure these goals were met. It required three different layers of inspections: the layout stage inspection; the in-progress inspection and the final inspection. In addition, a Master Sheet listing the work that was authorized would be delivered to the contractor and the work detailed therein had to be done in the order by which the Master Sheet was received by the contractor. To make sure this procedure was followed, no payment was to be authorized until all the work on the particular Master Sheet was completed. We believe, if adhered to, these and other safeguards written into the contract would have been highly effective. Unfortunately, the administration and oversight of this contract proceeded as if these requirements did not even exist.

Especially in light of current efforts to reconstruct exactly what happened under this contract, our examination of the manner by which WASD discharged its responsibility for the oversight of W-755 revealed a performance so poor that to be described as dysfunctional would be a compliment. We found the internal record keeping to be sloppy, inadequate and sometimes totally nonexistent. We found the documentation necessary for the creation of the work orders upon which any work and payment under the contract was dependent to be almost completely lacking in internal controls. Even the process of generating, assigning and inspecting the work itself was so totally flawed and loosely structured as to almost be an invitation for abuse. Consider the following listing of some of what we found to exist:

- We found numerous instances where one supervisor's name appears on handwritten forms where it is has been determined that he did not write it nor authorize it. In some of these forms we have found a particular inspector who admits to have written the form and claims the supervisor's name was placed there at his direction; a fact that has been denied by the supervisor. In others the author is currently unable to be determined. The net result is a series of documents that provide absolutely no method of reconstruction of actions taken nor provision of any method to enforce accountability under W-755.

- We have determined that, although the work orders and inspections were tracked in a computer system, changes could be made to the computer information from various different locations by various different parties without the need to identify who made the changes, when they were made or under whose authority.

- We have found a number of instances where there have been material modifications or alterations made to the DA's, apparently by a FAX from WASD after the Master Sheets had

already been issued. This was accomplished without any documentation as to the reason for these changes nor any record kept as to who was the authorizing party within WASD. Many of these modifications resulted in changes of substantial monetary value on the work orders. Without this needed information, the truth about many of these transactions has become impossible to reconstruct.

- The system used by WASD to initiate "in progress" inspections required the *contractors* to fax to WASD every morning the locations where work was being performed that day. We have determined that it was a common occurrence for WASD to receive this notification late, if at all. It was also common for inspectors to be assigned to inspect a location where a contractor was supposed to be performing work only to find no crews there when they arrived. While clearly a total waste of the inspector's time, the resulting failure to do an "in progress" inspection many times resulted in no inspection occurring while the work was being done. This made it extremely difficult to determine, after the fact, if the work was in fact done and done properly.

- Apparently, it was decided by WASD that they would measure the quantities of asphalt provided by the contractor on the basis of a volumetric formula rather than "load tickets."[5] Witnesses have told us that the volumetric method has numerous pitfalls, the greatest of which is that the process necessitates an "in progress inspection" to obtain an accurate depth measurement. We have determined that these depth measurements were usually not obtained by inspectors during any "in progress" inspections. Thus, there was no true inspection accomplished that could determine the actual amount of asphalt that had been used. Since payment under W-755 was to be made based upon the "units" of asphalt, this lack of meaningful inspection meant that the accuracy of the contractor's, or sub-contractor's, billings could not be verified. Not surprisingly, this has proven to be extremely problematic in the current efforts underway to determine the actual amount of asphalt provided and thus the amount of money that should have been paid. Once WASD decided to use the volumetric method, they were required to ensure the accurate measurement of all three dimensions in the asphalt pour: length, width and depth. WASD inspectors uniformly failed to measure the depth of the asphalt laid. As a result, it is now virtually impossible to accurately reconstruct the amount of tonnage of asphalt provided under this contract.

The total lack of oversight and administration of W-755 included an apparently common practice on the part of a number of WASD supervisors to delegate their responsibilities to subordinates without thereafter bothering to check or confirm the performance of these responsibilities. Incredibly some inspectors, when questioned about their failure to perform their inspection duties, claim they were never told to perform certain functions nor did they receive needed training. Consider the following examples:

[5] The volumetric method uses measurements in three dimensions, to determine through a mathematical formula the amount of asphalt used. The load ticket method requires a receipt that specifies the amount of asphalt that was transported in each truck to the construction site.

- The final inspection is extremely important to ensure that the work billed for had in fact been done correctly, and that the amount of work billed for accurately reflected the amount of work done based on unit pricing. According to the testimony of witnesses and documentation we have examined, we have found more often than not a complete abandonment of even the *minimum* requirements for an accurate inspection. Many inspectors never even measured the linear feet of the work done, even though the unit of measurement upon which payment would be based, such as for thermoplastic marking, was linear feet. This was apparently standard operating procedure, yet we could find no record of any action taken, disciplinary or otherwise, by their supervisors. Many even claimed that they were never even instructed by their supervisors that this was part of their responsibility. In reality, what the inspectors did on final inspections was simply to confirm that striping had been placed on the road, or that new asphalt had been laid. This not only makes the reconstruction of what was or was not provided impossible, but also causes us to wonder just exactly who was in charge of these inspectors?

- Many WASD inspectors failed to maintain accurate and detailed daily logs establishing what they did, where they went and what they saw. Apparently, each inspector was left to his own devices as to the records kept and the accuracy thereof. If logs or notes were made, they were not kept in a systematic manner nor were they securely maintained.

- We have found a number of instances where payment under W-755 was approved even though we could find no evidence that any inspectors had ever actually inspected the jobs billed. On final inspections, we have found that supervisors regularly assigned jobs to an inspector without considering that a different inspector had been involved with the layout or in progress inspections on that job. To us it would make great sense to assign the final inspection to the inspector who was most familiar with the entire job. Yet, we could find no evidence that this was tracked in any fashion nor even given any consideration in determining the inspection assignments.

- The contract for W-755 provided, for we think obvious reasons, that payments for contingency work (such as Road Milling and Special Surfaces) required pre-approval for the work and the price before the work could begin. Incredibly, we have not yet been able to find a single supervisor within WASD who acknowledges responsibility for approving and pricing this work. Nor have we found anyone who acknowledges confirming that the contingency work that was done was worth the amount paid. The sections of W-755 that provided for contingency items resulted in a total billing of over seven million dollars. Yet we are unable to now determine with any degree of certainty what was approved or not, what was completed or not and what was received or not.

Considering the extremely high cost of asphalt under W-755, we were amazed to learn that this "patchwork" contract had been used to do major road repair and repaving within the City of Miami. We have reviewed documents that indicate extensive asphalt overlays were done even though we could find no direct need for WASD to do this work under W-755. Apparently, the City of Miami was requiring these asphalt overlays as a condition of issuing the needed permit for WASD's sewer-related work on City of Miami land. WASD failed to confirm that the work

referred was in fact necessary for the sewer work they were performing and, if the work was necessary, never attempted to use a less expensive contract (the one held by Public Works for instance) to do these overlays. As a result, WASD provided a substantial amount of paving and striping on City of Miami land either unnecessarily or through the most expensive means.

d. Environmental Clean-up Becomes a Car Wash

While our extensive descriptions of what occurred in the administration and oversight of W-755 also detail items we have found repeated to varying degrees with many of the contracts we studied, we have chosen two others to exemplify and illustrate other types of actions that can perpetuate the loss of our confidence in county government and that demand systematic changes to avoid repetition. One is the manner in which a contract at MIA was somehow metamorphisized from an environmental clean-up contract into a contract to construct a car wash.[6]

This DERM[7] 04 contract was approved by the Board of County Commissioners in 1996. It provided a pool of nine different contractors who would be available on a rotating basis to clean up any environmentally dangerous spills or conditions that might occur in Miami-Dade County and specifically at the airport. MIA, at that time, needed to construct a new car wash facility for the county vehicles at the airport. In normal circumstances, these capital improvements would have to be advertised and awarded after a competitive bid process had been followed. But these were apparently not normal circumstances because what happened next deserves a special place in *Ripley's Believe It Or Not Museum*: MIA decided, without seeking the approval of the County Commission, to use one of the firms listed in this environmental waste cleanup contract to build the car wash it needed. The firm they selected among the nine had never even built a car wash before. In fact, that firm would later need to hire an entirely different company to actually design and build it. Worse yet, the price MIA agreed to pay was approximately $809,000 more than what was estimated to be an appropriate cost. The absurdity of this business deal was not lost on

[6] This contract also was used to construct a Waste Transfer Station at MIA. Since we found the same abuses to exist in that construction as we found in the construction of the car wash, we saw no need to further describe that contract here too. However, its exclusion should not be viewed in any way as to diminish our outrage at what occurred.

[7] DERM stands for Department of Environmental Resources Management, the Miami-Dade County environmental control agency.

NAME OF DEFENDANT	CHARGE	INDICTMENT RETURNED
CLAUDYCHEL LEYVA	First Degree Murder Aggravated Child Abuse	True Bill
KEAIR WALKER	First Degree Murder	True Bill
DANIEL ANTHONY BURNES	First Degree Murder First Degree Murder Attempted Armed Robbery Attempted Armed Robbery	True Bill
JOHN EDMUND LOWE	First Degree Murder Unlawful Possession of a Weapon While Engaged in a Criminal Offense	True Bill
TAURUS JEROME CRAIG (A) and JEVON CHAPPELL ROMER (B)	First Degree Murder Armed Robbery Unlawful Possession of a Firearm While Engaged in a Criminal Offense	True Bill
RUSSELL ANDREW KINNEY and LEE ANDREW LEWIS	First Degree Murder (A & B) Armed Robbery (A & B) Armed Robbery (A & B) Shooting or Throwing Deadly Missile (A & B) Attempted First Degree Murder (A & B) Attempted First Degree Murder (A & B) Attempted First Degree Murder (A & B) Attempted First Degree Murder (A & B) Burglary with Assault or Battery Therein While Armed (A & B) Armed Robbery (A & B) Aggravated Assault with a Firearm (A & B) Unlawful Possession of a Firearm While Engaged in a Criminal Offense (A & B) Unlawful Possession of Firearm by a Convicted Felon (A) Unlawful Possession of Firearm by a Convicted Felon (B)	True Bill
ORIEL BERNADEU	First Degree Murder Burglary with Assault or Battery Therein While Armed	True Bill
MICHAEL CRUZ-DIAZ, Also known as MICHAEL CRUZ, Also known as JOSE MORALES, Also known as ROBERT VAZQUEZ	First Degree Murder Robbery Injuring or Killing a Police Dog Resisting an Officer Without Violence	True Bill
KEITH JOJO JACKSON	First Degree Murder Carrying a Concealed Firearm Unlawful Possession of a Firearm by a Convicted Felon	True Bill

NAME OF DEFENDANT	CHARGE	INDICTMENT RETURNED
GERALD LEONARD LEWIS	First Degree Murder Robbery / Strong-arm	True Bill
JUAN CARLOS BORREGO	First Degree Murder Robbery / Strong-arm Grand Theft Third Degree / Vehicle	True Bill
ARIE BIZZLE	First Degree Murder Attempted First Degree Murder Attempted First Degree Murder Attempted First Degree Murder Attempted Armed Robbery Attempted Armed Robbery Attempted Armed Robbery Unlawful Possession of a Firearm or Weapon by a Convicted Felon	True Bill
DAVID ELUS MURRAY	First Degree Murder	True Bill
(A) EVANS GUERRIER and (B) RICHARD THOMAS GIORDANI	First Degree Murder Kidnapping	True Bill
FREDERICK ALFREDO PLEZ	First Degree Murder Unlawful Possession of a Firearm or Weapon by a Convicted Felon Armed Robbery Aggravated Assault with a Firearm	True Bill
XAVIER A. HAYES and ANDREW A. HAYES	First Degree Murder Aggravated Assault with a Firearm (A) Unlawful Possession of a Firearm or Weapon by a Convicted Felon (A) Unlawful Possession of a Firearm or Weapon by a Convicted Felon (B)	True Bill
(A) CLAUDIA SALOMON, (B) MICHAEL CAJUSTE and (C) EDSON AARONETTS VILME	First Degree Murder Attempted Felony Murder/Deadly Weapon Attempted Felony Murder/Deadly Weapon Attempted Armed Robbery	True Bill
ANGEL D. MULGADO	First Degree Murder Robbery/Strong-Arm Kidnapping Petit Theft Fraudulent Use of Credit Card	True Bill
NELSON GARCIA	First Degree Murder First Degree Murder Armed Burglary with Assault/Battery Attempted First Degree Murder	True Bill

NAME OF DEFENDANT	CHARGE	INDICTMENT RETURNED
ANDREWS DIEGUEZ	DUI/Manslaughter Vehicular Homicide DUI/Serious Bodily Injury Driving Under the Influence Causing Serious Bodily Injury Driving Under the Influence Causing Serious Bodily Injury Driving Under the Influence Causing Serious Bodily Injury Driving Under the Influence Causing Serious Bodily Injury Driving Under the Influence Causing Serious Bodily Injury	True Bill
PRESCOTT WOODSIDE	First Degree Murder Attempted Armed Robbery Conspiracy to Traffic in Cocaine	True Bill
FERNANDO PEREIRA LEITE	First Degree Murder Unlawful Possession of a Weapon While Engaged in a Criminal Offense Grand Theft 3rd Degree	True Bill
ANTWAN DANELLE DORSETT (A) WAYNE JOHNSON (B) and JONATHAN PHILLIPS (C)	First Degree Murder	True Bill
(A) EARL RAYMOND MILLION and (B) SEAN MICHAEL CONNER	First Degree Murder Robbery Using Deadly Weapon or Firearm	True Bill
ALEX TYWONE GREENE	Murder First Degree / Firearm Robbery / Armed / Attempt Murder First Degree / With a Deadly Weapon / Attempt Shooting or Throwing Deadly Missile Unlawful Possession of a Firearm or Weapon by a Convicted Felon	True Bill
JOSEPH STEWARD, also known as XAVIEN BRETT STEWART, also known as XAVIER STEWART	Murder First Degree	True Bill
JAVIER RIVAS	Murder First Degree Sexual Battery / Firearm / Deadly Weapon / Attempt Burglary with Assault	True Bill
D'ANDRE ROLACK	Murder 1st Degree Felony / Causing Bodily Injury Felony / Causing Bodily Injury Felony / Causing Bodily Injury Felony / Causing Bodily Injury Concealed Firearm / Carrying Firearm / Weapon / Posn by Convicted Felon / Delinquent Burglary of an Occupied Dwelling	True Bill

NAME OF DEFENDANT	CHARGE	INDICTMENT RETURNED
(A) ALBERT LEE MOSELY, also known as "JUNIOR" (B) MARK BERNARD BELL, also known as "GUSSY" (C) ANTHONY TYRONE GRANGER, also known as "GEECH" (D) JEFFREY LEWIS SMITH and (E) ANTHONY JACKSON	Murder 1st Degree Robbery / Armed / Firearm or Deadly Weapon Robbery / Armed / Conspiracy Cocaine / Conspire to Traffic	True Bill
DANGELO EUGENE MITCHELL	Murder First Degree	True Bill
TARONN KENARD BROWN	Murder 1st Degree Firearm/Posn by Convicted Felon	True Bill
RAUL CARILLO, also known as CARLOS ALBERTO CUE	Murder 1st Degree Aggravated Stalking/Firearm/Prior Restraint/Inj	True Bill
ARMOND DAVIS	Murder 1st Degree Murder 1st Degree Burglary/with Assault or Batter/Armed Robbery/Armed/Firearm or Deadly Weapon Kidnapping/With a Weapon Kidnapping/With a Weapon Firearm/Use, Display While Committing a Felony Short-Barrel Shotgun, Rifle, Machine Gun/Possess Firearm / Weapon / Posn by Convicted Felon/ Delinquent	True Bill
AMERICUS JONES, also known as "JUNE"	First Degree Murder Murder Second Degree / Felony Robbery / Armed / Attempt	True Bill
COREY SMITH, also known as "BUBBA" and CHAZRE EVIN DAVIS, also known as "CRIP"	Murder First Degree Murder First Degree / Conspire	True Bill
ROY LEE BONNER	Murder 1st Degree Murder 1st Degree Murder 1st Degree / with a Deadly Weapon/ Attempt	True Bill
QUENTIN LIONEL WILLIAMS	Murder 1st Degree Murder 1st Degree Murder 1st Degree / with a Deadly Weapon/ Attempt	True Bill

NAME OF DEFENDANT	CHARGE	INDICTMENT RETURNED
ANDRES CARRENO (B) NATALIA VELEZ (A)	First Degree Murder (B) Child Abuse / Aggravated / Great Bodily Harm (B) Aggravated Manslaughter of a Child (A) Child Neglect / No Great Bodily Harm (A)	True Bill
HERMAN BLASH, also known as JAMES EDDEY	Sexual Battery / On a Minor by a Minor Sexual Battery / On a Minor by a Minor Sexual Battery / On a Minor by a Minor	True Bill
PEDRO OJEDA	Murder First Degree	True Bill
DUANE ISAAC WALKER	Murder 1st Degree Child Abuse / Aggravated	True Bill
(A) ANDREW MCWHORTER and (C) ROBERT LEE SAWYER	Murder First Degree	True Bill
ANDRE TERRELL BARTEE, also known as ANDRE JOHNSON	Murder 1st Degree Burglary of an Unoccupied Conveyance Grand Theft 3rd Degree / Vehicle	True Bill
SILVIO JAVIER MITSOULIS	Murder First Degree Burglary / with Assault or Battery	True Bill
MANUEL A. CALDERON	Murder First Degree Murder First Degree / Conspire	True Bill
ALEXIS "SUSIO" CABRERA (A) and JOSE FRANCISCO JIMENEZ (B)	First Degree Murder Cocaine / Conspire to Traffic	True Bill
EDWIN BAPTISTE	Murder 1st Degree	True Bill
ALBERT OTIS LABON	Murder 1st Degree Firearm / Weapon / Possession by Convicted Felon / Delinquent Firearm / Use, Display While Committing a Felony	True Bill
JOHNNY MORA	Murder First Degree Robbery/Armed Firearm or Deadly Weapon	True Bill
JOSE ANTONIO PEREZ	Murder 1st Degree Murder 1st Degree Aggravated Stalking / Firearm / Prior Restraint / Inj Stalking / Aggravated	True Bill

ACKNOWLEDGMENTS

The commitment of six months for Grand Jury duty is difficult and requires that personal and professional sacrifices be made. One's initial instinct is that this commitment is not feasible and may not be of great value. By the end of the jury term, the consensus of opinion is that this is an enlightening experience and the ability to participate in local government is worthwhile and fulfilling. The jurors, representing a wide variety of ethnic and cultural backgrounds, were able to unify as a group and make decisions and explore issues of social relevance in our community. It has been a privilege to be able to participate in this process.

We would especially like to thank Chief Assistant State Attorney Gertrude Novicki, Deputy Chief Assistant State Attorney Fred Kerstein and Assistant State Attorney Mark Smith, our legal advisors, for their expert guidance and broad knowledge. They have personally inspired our belief in the criminal justice system. Their professionalism and skills made our task enjoyable and easier to perform.

The grand jury expresses their sincere gratitude to Rose Anne Dare, Administrative Assistant and Nelido Gil, Bailiff, for their dedication and commitment in making the grand jury run efficiently. They managed innumerable administrative duties with a cheerful and friendly attitude. We also thank Angela Garcia, Clerk for the Grand Jury, for her professionalism in her work.

We are especially thankful of Honorable Judge Judith L. Kreeger and State Attorney Katherine Fernandez Rundle for their professionalism, dedication and continued commitment to the Miami-Dade County community and judicial system which makes up part of this great country we live in. It has been an honor to serve under their leadership.

Respectfully submitted,

Jorge A. Sánchez
Miami-Dade County Grand Jury
Spring Term 2000

ATTEST:

Lissette Guerra-Cervantes
Clerk

Date: February 8, 2001