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PROGRAM AUDIT REPORT

July 30, 2009

Prepared For:
Seminole County Clerk of the Circuit Court

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I. EXECUTIVE SUMMARY

Lovett Silverman Construction Consultants (Lovett Silverman) investigated the generation, preparation, and implementation of a sampling of individual Work Orders issued in connection with the Consultant Services Agreement PS-5190-05/DRR (Master Agreement) entered into between Seminole County (the County) and CH2M Hill (CH2) on March 7, 2006. This investigation included review and analysis for compliance with not only the Master Agreement, but also the detailed scope, or tasks, as outlined in each Work Order.

Lovett Silverman reviewed the documentation made available by either Seminole County Environmental Services Department (ESD) or CH2. The documentation and information requested by Lovett Silverman was based on a detailed review of each work order and the specific tasks and deliverables defined therein. The information and conclusions contained in this report are based upon the information made available to Lovett Silverman to date. Lovett Silverman reserves the right to modify the contents of this report upon receipt of additional documentation, information and clarification.

Pursuant to our investigation, it appears that CH2 is carrying out the work authorized under the audited work orders to the general satisfaction of ESD. Over the course of Lovett Silverman's investigation, representatives of ESD provided no indication that they were anything less than satisfied with the performance of CH2 in its role as Program Manager.

However, based upon the investigation to date, Lovett Silverman has identified several areas of concern regarding the development, implementation and financial management of the Program. These concerns include the following:

- Lovett Silverman experienced a lack of timely cooperation in response to the requests made for information and documentation over the course of the audit

process. Based upon the Program Management Plan developed by CH2, the program related information should be stored in a document control system and readily available and accessible. To date we have still not received information requested in connection with the audit process.

- The Program Management Team (PMT) has failed to provide substantive information in connection with the development of the various work orders under review. This includes the development of scope, budgets and method of compensation designation, information which is required to be maintained in accordance with the Master Agreement.
- Lovett Silverman has not received adequate information in connection with the personnel utilized, and the dates and hours worked on the fixed fee work orders reviewed. CH2 has indicated that this information will not be provided as it is not applicable. Lovett Silverman is of the opinion that this information should be made available in accordance with the terms of the Master Agreement.
- The PMT has provided no clear relationship between the CIP projects identified in several work orders, the budgets developed in these work orders, and invoicing of work order tasks as it relates to CIP projects for these work orders.
- Lovett Silverman has identified a number of concerns in connection with the invoicing process. It should be noted that in response to prior questions raised regarding this process, Lovett Silverman was informed that a system of Auditable Control Points was established by the PMT to assist in the invoice review and approval process for work orders issued after Work Order 17. After further investigation, the PMT subsequently advised that the Auditable Control Points system is only applicable to Work Order 20, which is not a subject of this Report. Lovett Silverman has noted the following concerns:
 - Invoices for work orders utilizing a variety of invoicing formats with no standardization throughout the Program.
 - Invoices submitted and approved for work performed after the authorized date of completion of work order(s).

- Invoices submitted and approved for elements of work order(s) that were identified in the work order but apparently not provided.
- Invoicing for subcontractors without evidence of prior authorization as required by the Master Agreement.
- Invoicing for subcontractors without evidence of adequate support information included.
- Apparent lack of consistent controls implemented to monitor billing on a task by task basis within work order(s).
- Lack of consistent clarity with respect to expense invoicing.
- Lack of consistent clarity with respect to the definition and application of the labor multiplier.
- Proof of ESD authorization for the performance of additional services has not been provided as requested.
- Copies of various subcontract agreements have not been provided as requested.

Lovett Silverman has also reviewed the previous audits performed in 2007, 2008 and 2009. It is apparent that a number of the issues raised in those audits have not been addressed, or corrective action implemented by the PMT.

Specific details regarding the above are discussed in the following sections of this report.

II. PROGRAM BACKGROUND

On or about April 2005 Seminole County (the County) solicited proposals for Program Management Services in connection with work associated with various projects within the Capital Improvement Program to be administered by the County Environmental Service Department (ESD). On March 6, 2006 the County entered into Consultant Services Agreement PS-5190-05/DRR (Master Agreement) with CH2M Hill (CH2) to perform these services. The Master Agreement includes various terms and conditions including, but not limited to, the mechanics for the performance of services, the term of services, the method and timing of compensation, the scope of services to be performed by CH2, and an agreed upon hourly rate schedule for CH2 personnel.

The Master Agreement encompasses a variety of service responsibilities for which CH2 is responsible. Generally these services include the establishment of a program management team (PMT) to coordinate planning and design, prepare construction documents, coordinate bid phase activities, coordinate construction management and program management activities, and coordinate the dissemination of information with the public and stake holders. A more detailed description of the Scope of Services is included as Exhibit A to the Master Agreement. A copy of the Master Agreement is attached as **Exhibit 1**. Section 3 of the Master Agreement defines the mechanism for the authorization of work under the agreement:

“Authorization for performance of professional services by the CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the CONSULTANT....Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment.”

Compensation for professional services is to be made on either a “Fixed Fee” basis or on a “Time Basis Method”. The time basis method work orders are to be invoiced in

accordance with the terms of Exhibit C of the Master Agreement, which defines the hourly rate schedule and labor multipliers. For fixed fee work orders, the fixed fee amount is to include any and all reimbursable expenses.

Section 7 of the Master Agreement further defines the development of the work orders and the designation of fixed fee versus time method basis. It allows for the development of work orders based upon the available scope information as defined below:

“If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a “Fixed Fee” basis.

If the Scope of Services is not clearly defined, the Work Order may be issued on a “Time Basis Method” and contain a Not-to Exceed amount.

If the Scope of Services is not clearly defined, the Work Order may be issued on a “Time Basis Method” and contain a Limitation of Funds amount.”

The first work order under the Master Agreement was executed on March 15, 2006. Subsequently, approximately 24 additional work orders have been issued. The total face value of the executed work orders (through WO #25) is \$35,309,042. A detailed list of the executed work orders through Work Order #25 is attached as **Exhibit 2**.

III. SCOPE & METHODOLOGY

In March 2009 Lovett Silverman Construction Consultants (Lovett Silverman) was retained by the Seminole County Clerk of the Circuit Court (the Clerk) to provide assistance in the Clerk's audit of the Master Agreement and related work orders. It was subsequently agreed that a sampling of work orders would be selected for review. Due to the size and scope of Work Order 20, it was mutually agreed that it would not be considered as part of the initial sampling. The work orders selected for review were Work Orders 1, 5, 12, 13, 15, 17 and 24. The basis for the selection of these specific work orders was an attempt to review a comprehensive sampling of the different types of scopes and methods of payment exhibited in all the work orders issued to date under the Master Agreement. Lovett Silverman's scope was to investigate the generation, preparation, and implementation of these individual work orders and analyze compliance with not only the Master Agreement, but also with the detailed scope, or tasks, outlined in each work order. Additionally, Lovett Silverman was tasked to perform a financial audit of the various work orders. On March 17, 2009 Lovett Silverman provided the following draft scope of services to the Clerk's office:

Compliance

- Review, analyze and report on compliance with the terms and conditions as set forth in the Master Agreement.
- Review, analyze and report on the process for work order preparation and development.
- Review, analyze and report on compliance with the terms and conditions as set forth in each executed work order.
- Review, analyze and report on work order implementation, deliverables, and reporting.

Financial

- Review, analyze and report on costs incurred on each work order.
- Review, analyze and report on estimated vs. actual costs.

- Review, analyze and report on cost accounting process and cost reporting systems.
- Review, analyze and report on the billing process.
- Review, analyze and report on rate compliance.
- Review, analyze and report on work status as it relates to billing.
- Review, analyze and report on the utilization and implementation of sub-consultants.

It was understood that the scope was a work in progress, as the extent and availability of information was to be determined.

To perform the tasks identified above, Lovett Silverman met with various representatives of the County, ESD and CH2 to obtain information and access to documentation. Based on representations made by the PMT during the initial audit meetings, it was our understanding that Lovett Silverman personnel would be provided direct access to the various work order files (electronic or otherwise) maintained in the CH2 program management field office in Sanford, Florida. However, in a subsequent meeting with the PMT on April 9, 2009, rather than providing direct access, ESD and CH2 requested that Lovett Silverman provide a listing of the information being sought for the audit. At that time, the PMT indicated that this would be the most efficient way for them to produce the requested information. On April 15, 2009, in response to that change in anticipated procedure, Lovett Silverman submitted an initial written request for documents. A copy of this request is attached as **Exhibit 3**. This request was presented with the caveat that due to Lovett Silverman's lack of intimate knowledge of the extent of records available at that time, the list was subject to change, clarification and possible expansion.

Subsequent meetings with the PMT were required to further clarify and more clearly identify the documentation requested. From the beginning of the audit process through the date of this report, numerous requests, meetings and email clarifications have

occurred, with aspects of the information deemed necessary for the audit having still not been provided, including some which were identified in our original list of requested documents.

The information and conclusions contained in this report are based upon the information made available to Lovett Silverman to date. Lovett Silverman reserves the right to modify the contents of this report upon receipt of additional documentation, information and clarification.

IV. AUDIT DETAIL

The following section provides the detailed analysis of the work orders reviewed by Lovett Silverman. Included is the specific scope, method of compensation, and term as defined by the work order, along with key aspects of Lovett Silverman's review of the information provided by the PMT and our findings.

A) WORK ORDER 1

Work Order 1, executed on March 15, 2006 in the amount of \$747,654, is a time basis / limitation of funds work order issued to cover activities associated with rapid mobilization of the Program Team; initial validation of Seminole county's Capital Improvements Plan (CIP), December 2005; development of an Immediate Action Plan to accelerate delivery of critical projects; and GIS Support Services and Program web-site planning activities. The timeframe for performance of work under this work order was limited to the period from March 15, 2006 to September 30, 2006. No amendments were issued.

The work order discusses in detail the various items of work CH2 proposed to perform, including mobilization of the team, establishment of the Program office, the establishment of a Project Controls system under which the program would be managed, the development of a Program Management Plan providing the operating rules and regulations, web site development, the development of a project delivery plan, scheduling, the development of a communication and public involvement plan, GIS support set-up, and additional services as needed.

The work order compensation was delineated by six tasks, each with an estimate for man-hours/labor, other direct costs, and subcontractor costs. The specific details of this delineation of compensation as identified in the work order are illustrated in columns A thru F and H in Table 1 below:

Table 1 - Work Order 1 Compensation									
A	B	C	D	E	F	G	H	I	J
Task #	Description	Hours	Labor Amount	Direct Costs	Sub-contractors	Calculated Total	Total From WO #1	Expenses From Labor Expense Report	(Col H - Col I) Delta
1	Mobilization	820	101,257	36,141	24,160	161,558	161,559	341,862	(180,303)
2	Program Delivery Plan	1812	209,563	3,986	67,161	280,710	280,964	115,784	165,180
3	Immediate Action Plan	820	100,125	1,804	30,072	132,001	132,001	119,210	12,791
4	Consultant Coordination	140	17,634	308	11,648	29,590	29,591	33,617	(4,026)
5	GIS Support Set-Up	402	43,935	884	-	44,819	44,820	32,022	12,798
6	Additional Services / As Needed	833	88,006	1,832	8,880	98,718	98,719	78,699	20,020
Calculated Total		4827	\$560,520	\$44,955	\$141,921	\$747,396		\$721,194	
Total From WO #1			\$577,645	\$44,505	\$141,921		\$747,654		

Development

To date, CH2 and ESD have provided little information regarding the development of Work Order 1. On May 28, 2009, CH2 provided an undated work order cost estimate which identifies amounts for the six tasks referenced in Table 1 above. The designated task amounts in this cost estimate do not correlate to the task budgets presented in the work order. A copy of this undated cost estimate is attached as **Exhibit 4**. Lovett Silverman cannot determine when this cost estimate was generated, or how it ties into the development of the work order scope, budget or method of compensation.

As we have not received contemporaneous documentation indicating how the work order scope, budget and method of compensation were developed from either ESD or CH2, Lovett Silverman can offer little commentary on the process

of formulating the work order. The apparent failure of the PMT to maintain such records is in direct contradiction to the rules and regulations as established in the Program Management Plan, a document generated as part of this work order.

As indicated in Table 1 above, the work order as issued and executed contained values for man-hours and labor. However, no skill levels or billing rates for individuals included in this work order were listed in the work order task budget line items and there has been no documentation provided to indicate how the actual skill levels for invoiced personnel were defined and agreed to by the PMT. Thus, there is no way of correlating the planned skill levels and rates to what was ultimately invoiced during the implementation of the services associated with this work order.

Implementation / Deliverables

Lovett Silverman performed a review of the deliverables as identified under the work order and, in principle, CH2 appears to have complied with the intent of the work order and the deliverables as specified therein. While there are several items that were identified in the work order which CH2 did not provide to the County, or for which substitutions were made, CH2 has indicated the omissions were a function of budget constraints and the substitutions were made with the approval of the County (there has been no indication that the County has taken issue with any aspects of the deliverables associated with this work order).

Financial

Lovett Silverman's review of the financial aspects of this work order identified several issues of note, as described below:

- There are arithmetical errors in the calculation of the totals for the work order task budgets. The differences can be seen in the shaded rows and columns in Table 1 above. Column H and the bottom row represent the

values contained within the work order, while Column G was calculated. While the overall error is a minor difference of \$258 and has no significant financial impact, a mathematical error on the initial work order is an indication of an apparent lack of proper oversight by both CH2 and ESD in the preparation of this work order.

- The invoices submitted for Work Order 1 were submitted under labor and expense categories only, with no correlation to the tasks identified in the work order or the specific services provided. Thus, it is unclear how ESD associated the amount invoiced to the work performed. During the audit process, Lovett Silverman confirmed that the Summary of Labor reports provided by CH2 included labor coding by task (it is unclear if these summary of Labor reports were furnished with the invoice). The results of an analysis of the coded entries are represented in Column I in Table 1. As is evident in reviewing Column I as compared to the agreed upon task values, there is significant deviation between the budgeted task values and the amounts invoiced by task. While this deviation may be a function of coding issues and may not have had an impact on the overall cost of the work order, there does not appear to have been any controls on the part of ESD to monitor specific costs as they apply to task budgets.
- As indicated in Table 1, Task # 6 includes a budget of \$98,718 for additional services. According to the work order scope, additional services were to include, but not be limited to, the following:
 - GIS support not defined in Work Order No. 1.
 - Water resources planning support.
 - Wastewater planning and review.
 - Miscellaneous design, construction and cost estimating review services.
 - Strategic planning for financial planning and grant funding.
 - Communications and information technology support not defined in the public involvement tasks.

The work order specifically requires CH2 to communicate a budget and scope for an individual sub-task for additional services and states that written authorization is required from the County for utilization of the additional services. Although requested by Lovett Silverman, there has been no documentation provided to indicate a written request from CH2, and subsequent written approval by ESD to expend funds against this task for additional services. Yet, based upon the support documentation provided as part of the invoicing process, the additional services budget was expended.

- As indicated in Table 1, with the exception of Task 5, all task budgets include a subcontractor component that totals \$141,921 for the entire work order. While indicated in the work order budget, subcontractors are not identified nor are they categorized on the invoices. The entire work order budget amount, including that amount allocated for subcontractors, was expended without accounting for subcontractors.
- Section 17 of the Master Agreement states:

“In the event that the CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CONSULTANT must first secure the prior express written approval of the county.”

On July 16, 2009, in a response to a request for information from Lovett Silverman, CH2 indicated it employed the services of the Benton Management Group on Work Order 1. While an appropriate Master Services Agreement with the Benton Management Group had been provided, no written approval from the County has been provided to Lovett

Silverman authorizing the use of subcontractors on this work order, and Lovett Silverman has not received any other subcontractor / consulting agreements pertinent to this specific work order.

- Schedule C of the Master Agreement states that “*subcontractor’s fees will be billed through CH2 to the County at actual cost*”, yet all personnel invoiced under this work order were represented to be CH2 employees and were invoiced using the 2.89 multiplier. Further clarification indicating the identity of non-CH2 personnel utilized on this work order is needed to determine any potential financial impact.
- All individuals invoiced, approved and funded for this work order were assigned a 2.89 multiplier for the entire duration of the work order period. While this work order includes the establishment of the program office, it would be expected that the rapid mobilization of a program team would have meant that the multipliers of some individuals would have been reduced to 2.76 as the program office set-up was accomplished during this work order period. This did not occur.
- Invoice #3576243, submitted on 11/9/06 for period ending 11/9/06 in the amount of \$1,391, is beyond the work order term which ended September 30, 2006. Likewise, invoice #3582027, submitted on 12/20/06 for period ending 12/15/06 in the amount of \$8,972, is beyond the Work Order term. These invoices include services performed after September 30, 2006, which is the last date of work covered by this work order.

B) WORK ORDER 5

Work Order 5, executed on June 6, 2006 in the amount of \$110,300, is a time basis / limitation of funds work order issued to provide project management support and construction management services on an as-needed basis for CIP #'S 254201, 021703, and 249801. The period of performance under this work order is from June 6, 2006 to March 31, 2007. There was one (1) amendment issued extending the completion date to 60 days after the completion of the construction projects relative to this work order with no increase in funding.

This work order is somewhat unique because it describes a scope of potential services that CH2 'can' provide, as needed. The services to be provided were at the direction of the County. The potential services were to be performed as defined by the following tasks:

- Task 1- CIP #2542-01 – Orange Blvd. FDOT Interchange at Hwy 17/92.
- Task 2 – CIP #000217-03 – Red Bug Lake Park
- Task 3 – CIP #2498-01 – US 17/92 CRA Water and Sewer Expansion Study

The work order compensation was delineated by the three (3) aforementioned tasks, each with an estimate for man-hours/labor and direct costs. The specific details of this delineation of compensation as identified in the work order are illustrated in columns A thru F in Table 2 below:

Table 2 - Work Order 5 Compensation									
A	B	C	D	E	F	G	H	I	J
Task #	CIP #	Hours	Labor Amount	Direct Costs	Total	** From Labor Expense Report	From CH2M HILL Invoices	Expense Report Delta	(F-H) Invoice Delta
1	254201	130	19,600	1,900	21,500	21,548	13,079	(48)	8,421
2	21703	40	5,900	400	6,300	5,729	2,660	571	3,640
3	249801	504	76,500	6,000	82,500	69,451	84,369	13,049	(1,869)
Total		674	\$102,000	\$ 8,300	\$110,300	\$ 96,728	\$ 100,108		

Development

To date, CH2 and ESD have provided little information regarding the development of Work Order 5. On May 28, 2009, CH2 provided an undated work order cost estimate which identifies amounts for the three tasks referenced in Table 2 above. The designated task amounts in this cost estimate do not correlate to the task budgets presented in the work order. A copy of this undated cost estimate is attached as **Exhibit 5**. Lovett Silverman cannot determine when this cost estimate was generated, or how it ties into the development of the work order scope, budget or method of compensation.

As we have not received contemporaneous documentation indicating how the work order scope, budget and method of compensation were developed from either ESD or CH2, Lovett Silverman can offer little commentary on the process of formulating the work order. The apparent failure of the PMT to maintain such records is in direct contradiction to the rules and regulations as established in the Program Management Plan, a document generated as part of Work Order 1.

As indicated in Table 2 above, the work order as issued and executed contained values for man-hours and labor. However, no skill levels or billing rates for individuals included in this work order were listed in the work order task budget line items, and there has been no documentation provided to indicate how the actual skill levels for invoiced personnel were defined and agreed to by the PMT. Thus, there is no way of correlating the planned skill levels and rates to what was ultimately invoiced during the implementation of the services associated with this work order.

Implementation / Deliverables

Lovett Silverman performed a review of the deliverables as identified under the work order and, in principle, found that CH2 appears to have complied with the intent of the work order and the deliverables as specified therein.

Financial

Lovett Silverman's review of the financial aspects of this work order identified several issues of note, as described below:

- Invoice #3648285 included an amount for expenses of \$2,391.09 for vehicle lease payments and fuel charges. The lease amounts are for March 2008 and the fuel charges include a period from January through February of 2008. The vehicles include one vehicle for a Mr. Wicks and two separate vehicles for a Mr. Kutz (both construction managers). It appears that according to vehicle unit numbers listed there are charges for three vehicles for the two construction managers for the same time period. Absent prior written authorization from the County, these expenditures do not appear to be in compliance with the Master Agreement. Clarification as to the nature and validity of this aspect of the invoice is required.
- All individuals invoiced, approved and funded for this work order were assigned a 2.89 multiplier for the entire duration of the work order period, indicating that all invoiced personnel were consider "non-PMO". ESD has indicated differentiation between "PMO" and "non-PMO" personnel was confirmed based on the personal knowledge of the ESD project managers with the details and personnel related to their projects.

C) WORK ORDER 12

Work Order 12, executed on November 14, 2006 in the amount of \$1,202,777, is a fixed fee work order issued as a continuance of Work Orders 1 and 8 to provide program management services, program design management, program construction management and public involvement/communications. The work order defined the period of performance as ending January 1, 2007. There was one (1) amendment issued extending the completion date to January 31, 2007 with no increase in funds.

The work order encompasses a variety of tasks to be performed. Attached is the summary of the specific tasks, skill levels and associated costs as presented in the work order as **Exhibit 6**.

The work order compensation was delineated by five tasks as illustrated in Lovett Silverman Exhibit 6. A summary of these costs is provided in Table 3 below:

Table 3 - Work Order 12 Compensation			
A	B	C	D
Task #	Description	Hours	Fee
1	Program Management	3,691	422,136
2	Program Design Management	3,308	355,820
3	Program Construction Management	1,378	169,818
4	Public Communication and Outreach	149	17,505
5	Information Technology Coordination	977	110,748
	Expenses		126,750
Total		9,503	\$1,202,777

The fees represented above were not only allocated by task, but also by CIP number. A copy of this allocation, as included with the work order, is attached as **Exhibit 7**.

Development

Contemporaneous documentation indicating how the work order scope, budget and method of payment (i.e. fixed fee vs. time basis) were developed between ESD and CH2 and finalized has not been provided. On July 22, 2009, CH2 issued a response to a Lovett Silverman request for clarification regarding work order development. Included in the response was an apparent historical accounting of alleged achievements met in its performance of Work Order 12, along with a spreadsheet providing budgeted personnel hours and rates per task that appears to tie into the authorized fees per task included in the work order. This information provided no additional insight regarding the development of the work order.

To date there has been no information provided regarding the decision to issue this work order on a fixed fee basis. This work order was issued for a defined period of time, with no apparent tangible deliverable(s) (i.e. completion of a design, a construction project, etc.) The specific task activities for which the County paid under this fixed fee work order remains unclear.

Section 4 of the Master Agreement states *“The services to be rendered by the CONSULTANT shall be commenced, as specified in such work orders as may be issued hereunder, and shall be completed within the time specified therein.”* The TIME FOR COMPLETION section of Work Order 12 states *“The services to be provided by the CONSULTANT shall commence upon execution of this Agreement by the parties.”* As indicated above, this work order was executed on November 14, 2006, thereby, the effective date for the start of services, as stated in the documentation, was November 14th. During the financial audit process, inconsistencies regarding the magnitude and timing of certain invoices associated with Work Order 12 resulted in inquiries associated with the development of this work order (the first invoice for this work order was for the period ending November 24, 2006 with an earned amount of \$736,746. The

amount of work alleged to have been performed occurring between the execution of the work order and the date of the first invoice resulted in inquiries by Lovett Silverman.).

On July 22, 2009, CH2 responded that program management work orders were issued on an ongoing basis with Work Order 8 expiring on September 30, 2006. CH2 stated *"It took until November 14, 2006 for Work Order No. 12 to be executed even though the last program management work order was completed on September 30, 2006"*. CH2 further stated that *"CH2M HILL remained mobilized at the County Program Management office and continued to provide program management services to Seminole County at-risk until Work Order No. 12 was executed. The Environmental Services staff was aware of this situation and, consequently, that Work Order No. 12 would cover the time period from October 1, 2006, through January 1, 2007."* Due to the late receipt of this response from CH2, Lovett Silverman has not yet had the opportunity to further clarify or confirm this assertion. However, while CH2's statements appear plausible, it is of some concern that this retroactive extension of the covered period for this work order is in direct conflict with the terms of both the Master Agreement and the work order agreement. If this were the understanding of the parties at the time of the execution of the work order, it is unclear why it is not so stated in the work order. In addition, these statements do not appear to be substantiated in any contemporaneous documentation provided to date.

As indicated above, the value of this work order was also allocated to specific CIP projects. To date, the PMT has not provided any detailed information indicating how this allocation was determined.

Implementation / Deliverables

Lovett Silverman performed a review of the deliverables as identified under the work order. There are various items identified in this fixed fee work order as deliverable which do not appear to have been provided. These include the following:

- Task 1.0 of Work Order 12 required the quarterly issuance of a program portfolio. In its response to Lovett Silverman's request for documentation confirming the performance of this item, CH2 stated:

"Quarterly portfolio was referenced in the work order; however, work order did not cover an entire quarter, and portfolio was not produced. CH2M HILL did update project drivers, descriptions and cost for projects in the CIP database for use in providing regular report information to the County GovMax system under Work Order 12."

This response appeared to be reasonable prior to receipt of CH2's aforementioned July 22, 2009 response regarding the work order term (see above). If the work order covered the four month period beginning October 1, 2006 and ending January 31, 2007 as stated, then more than a calendar quarter had elapsed during the covered period, and as such the quarterly portfolio should have been produced as a deliverable included in the budget of this fixed fee work order.

- Updated cost reporting was required per Task 1.2. This deliverable was not provided to Lovett Silverman. In its response to our request for clarification, CH2 stated "As stated in Work Order 12, financial details of the Program are updated in the Project Control system and were available for review in the Project Control System. BCWS reports were produced; however, historical reports were not saved."

- Strategic Financial Planning Model was not provided and was referenced in CH2's response to a Lovett Silverman request which stated, "A strategic financial planning model was not prepared as County conducted rate and financial planning by other methods. Project control staff level of effort did not include additional effort in Work Order 12 for this activity." It appears the cost of this deliverable was considered in the work order budget, yet no deliverable was provided.
- Task 3.1 identified an Assessment of Design Consultants as a deliverable under this Work Order. In response to a Lovett Silverman request, CH2 stated "*Scope for Work 12 Task 3.1 provides a bulleted list of responsibilities for overall successful delivery of FY2007 projects. One responsibility is to provide feedback to design consultants if schedule issues arise in regards to submittal review and RFI responses. No formal reports were developed to document these assessments for the period of Work Order 12.*" It is unclear if CH2 performed these assessments and did not issue reports, or if no assessments were performed during this work order period.
- Task 3.2 required the preparation of punch lists. In response to a Lovett Silverman request CH2 indicated that construction projects reported on during this period did not reach a stage of completion where punch lists were required. As such, this raises concern as to why this scope item was included in this fixed fee work order.
- Task 3.2 required the preparation of Substantial Completion documents. In response to a Lovett Silverman request, CH2 indicated that construction projects reported on during this period did not reach a stage of substantial completion. This raises concern as to why this scope item was included in this fixed fee work order.
- Task 3.2 required the preparation of Final Completion documents. In response to a Lovett Silverman request, CH2 indicated that construction projects reported on during this period did not reach a stage of final

completion. This raises concern as to why this scope item was included in this fixed fee work order.

- Task 4.2 required the generation of a monthly news letter. In response to a Lovett Silverman request, CH2 indicated that "Work Order 12, Task 4.2 summarized potential activities that would be implemented as needed for projects underway during the period of this work order. Newsletters for homeowner associations were not required by County under the period of this Work Order." If this work was not required, this raises concern as to why this scope item was included in this fixed fee work order.

Financial

Lovett Silverman's review of the financial aspects of this work order identified several issues of note, as described below:

- The first invoice submitted by CH2 for the period ending November 24, 2006 is in the amount of \$736,745.90, or 62% of the work order total amount. This invoice technically covers a period of 10 calendar days of the work order period. Lovett Silverman is unable to relate the amount invoiced to work performed. One possible explanation is based upon time. If CH2's recent statement that the actual work order period commenced on October 1, 2006 is accurate, the date of the period ending of this invoice is equal to 62% of the overall work order duration. However, even if CH2's statement is true, it fails to address the failure to comply with the Master Agreement requirement that no work be performed without prior authorization.
- In light of the aforementioned recent statement by CH2 that this work order period began October 1, 2006, further analysis is required to determine justification of authorized fees for Construction Project Management in light of the apparent lack of major construction activity during the period covered by this work order. As part of its July 22

response, CH2 has indicated that some construction management hours were devoted to unspecified activities related to the PMP (Construction Elements), Program Construction Management Guidelines and Construction Safety Plan, and continued review and development of program master specification. Details indicating the specific requirements for these tasks and results achieved have not been provided.

- Under the general heading of Task 5 of the work order scope titled “Information Technology Coordination”, it is stated that “Scope of this task will be defined by SCESD. Upon written authorization, the PMT will perform additional services in connection with the project not otherwise identified in this proposal. These services may include, but are not limited to:...”. The work order scope then lists various activities under Task 5. There has been no documentation provided to indicate that ESD further defined this scope as required, yet the work order was invoiced and funded in full.
- CH2 has declined to provide a Summary of Labor spreadsheet indicating the individuals employed in the performance of this work order, indicating such information is not applicable to a fixed fee work order.

D) WORK ORDER 13

Work Order 13, executed on January 9, 2007, in the amount of \$737,533, is a time basis-limitation of funds work order authorizing CH2 to provide permitting assistance for the Yankee Lake Surface Water Treatment Facility. On June 10, 2008 the funding for this work was increased by \$475,929.04 via Amendment 1. On October 6, 2008 there was an additional supplement in the amount of \$792,101.88, bringing the current Work Order total to \$2,005,563.92. The date of completion of this work order was defined as acceptance of final completion of construction.

The work order compensation was delineated by eight tasks, each with an estimate for man-hours/labor, expense costs, and subcontractor costs. The specific details of this delineation of compensation as identified in the work order are illustrated in Table 4 below:

Table 4 - Work Order 13 Compensation						
A	B	C	D	E	F	G
Task #	Description	Hours	Labor Amount	Expenses	Sub-contractors	Calculated Total
1	CUP	431	59,278	1,897	0	61,175
2	FDEP Waste Water Permit	207	29,049	1,483	0	30,532
3	FDEP Storm Water Permit	1,268	167,515	4,681	0	172,196
4	Permitting & Coordination	506	63,472	3,641	0	67,113
5	Environmental Evaluation	110	16,424	204	273,439	290,067
6	Arbor permit	20	3,118	37	19,242	22,397
7	DRC Permit	260	32,598	481	0	33,079
8	Seminole Cty Bldg Permit	287	39,983	5,031	960	45,974
	Permitting Fee Allowance			15,000	0	15,000
TOTAL		3,089	\$411,437	\$32,455	\$293,641	\$737,533

Development

Contemporaneous documentation indicating how the work order scope, budget and method of payment (i.e. fixed fee vs. time basis) were developed between ESD and CH2 and finalized has not been provided.

Original work order budget includes number of hours, labor skill levels and rates, expenses, and subcontractor totals by task. Although requested, clarification providing details of the nature of the \$17,455 for expenses budgeted for this work order beyond the \$15,000 budgeted for Permitting Fee Allowance has not been made available.

The original work order includes scope, budget and cost reference to a \$293,641.00 subcontract with PBS&J. Although requested, there has been no copy (executed or otherwise) of this agreement or any other form of agreement between CH2M and PBS&J provided to indicate agreed terms, scope and method of invoicing for this subcontract.

There are unsigned copies of T&M budgets for PBS&J, Reiss, GEC, ECT and Buchheit as part of Amendments 1 & 2. However, although requested, there have been no copies of executed subcontracts between CH2M and the subcontractors or any other form of agreement between CH2M and the subcontractors provided.

Implementation / Deliverables

Lovett Silverman performed a review of the deliverables as identified under the work order and, in principle, CH2 appears to have complied with the intent of the work order and the deliverables as specified therein.

Financial

Lovett Silverman's review of the financial aspects of this work order identified several issues of note, as described below:

- Beginning with invoice 3607483R for the period ending 5/25/07 and all invoices thereafter (with the exception of Invoice 3644721 for the period ending 2/29/08), back-up documentation for invoicing of both subcontractor and reimbursable expenses is not summarized. There is no clear correlation between the back-up provided and the amounts billed under the applicable tasks on the invoices where there are either expense or subcontractor billings for more than one task budget. Based on the documentation provided, it is not clear how the invoicing was matched up to the task budgets and confirmed as appropriate.
- There are several instances found in the invoices reviewed where subcontractor invoicing included with the CH2 invoice does not provide sufficient detail confirming some or all of the following: hours, dates, skill levels, rates and/or named individuals for the labor being invoiced, or back-up for subcontractor reimbursables billed.
- Invoice 3638065 for the period ending 12/28/07 includes an invoice for Universal Engineering Services. There is no previous indication provided that Universal is an approved sub consultant or subcontractor and no agreement for services between CH2 and Universal provided. In addition, there is a US Environmental Rental invoice submitted for expenses under this invoice for core sampling equipment. No documentation has been provided to indicate either of these expenses was previously approved as an appropriate reimbursable expense under the terms of this work order.
- Based on the information made available to date, it is not clear how "PMO" vs. "non-PMO" labor multipliers (i.e. 2.76 v. 2.89) for individuals are identified. Organizational charts provided by CH2 do not make that designation. ESD has indicated that its project managers are

knowledgeable of CH2 staff designations for personnel assigned to their projects. However, it is not clear if the documentation provided with the invoicing for this work order included the multiplier, and as such it is unclear how ESD confirms CH2 personnel are being invoiced with the proper multiplier.

- There has been no documentation provided to indicate how the actual skill levels for invoiced personnel were defined and agreed to by the PMT.
- Two individuals were invoiced, approved and funded for this work order with both 2.76 and 2.89 multipliers. (L. Winborne was invoiced for 39.50 hours for her time through the week ending 4/18/08 at the 2.89 multiplier, and 1.00 hour for the week ending 9/26/08 at the 2.76 multiplier. B. Van Ravenswaay was invoiced for 32.00 hours for her time through the week ending 7/11/08 at the 2.89 multiplier, and 143.00 hours for her time through the week ending 10/10/98 at the 2.76 multiplier). All other individuals were invoiced with 2.89 multipliers.
- A review of the CH2M Summary of Labor for this work order resulted in the discovery that in Invoice No. 3656844 for the period ending May 30, 2008, Alan Aikens was invoiced for 42 hours with a multiplier of 2.99, resulting in an over-billing and an overpayment of \$234.27 (based on the assumption he should be billed at the 2.89 multiplier).
- In the invoicing for the period ending June 27, 2008 and thereafter, Tasks 9, 10 and 11 were not identified with the same nomenclature used in Amendments 1 and 2 that added those tasks to the work order scope, making it difficult to allocate invoiced amounts to the appropriate task budgets. Clarification is required as to how this was handled in the invoice review process and what steps were taken to confirm that invoicing was allocated to the appropriate task budgets. Without this clarification it is not possible to determine whether or not any task budget line item amounts were overbilled.

- A review of the CH2M Summary of Labor for Work Order 13 indicates 18 hours for B. VanRavenswaay and 244 hours for A. Aikens were expended prior to the week ending June 6, 2008 against the CUP Defense Task budget that was not authorized until Amendment 1 was executed June 10, 2008. These hours were billed in Invoice No. 365844 for the period ending May 30, 2008. Nothing has been provided to indicate that these personnel were authorized to perform work on this task prior to the issuance of the amendment.
- No retainage was withheld during the course of the invoicing for this work order.
- Based on the documentation provided to date, it is not possible to confirm the appropriateness of PBS&J billing for Task 5 on invoices for periods ending 5/27/07 through 12/28/07, as Lovett Silverman has not been provided copies of the initial agreement between PBS&J and CH2 referenced in the original work order budget.
- Subcontractor invoicing included for invoices for the period ending 6/27/08 and after do not include consistent T&M documentation for the work invoiced.

E) WORK ORDER 15

Work Order 15, executed on February 8, 2007 in the amount of \$1,953,068, is a fixed fee work order issued for the completion of the preparation of construction documents for the Yankee Lake Surface WTF and Sludge Management design. The time for completion of the work order was 2 years from the date of execution.

The work order compensation was delineated by work categories (divisions), each with an estimate for man-hours, hourly rate and labor. The fee schedule also includes summarized costs for sub-consultants and expenses. A copy of the compensation information as issued in the work order is attached as **Exhibit 8**.

Development

On July 22, 2009, CH2 provided an historical accounting of the development of Work Order 15 that includes reference to ASCE and other industry standards that it states demonstrates the costs for this work are calculated to have been at or below acceptable industry standards. CH2 also states that it *“used this information to verify at the time of negotiations that Seminole County received a quality deliverable within efficient costs”*. While CH2 indicates it used this information in negotiating the work order with ESD, neither CH2 nor ESD have provided any contemporaneous documentation indicating how the work order scope, budget and method of payment (i.e. fixed fee vs. time basis) were developed between ESD and CH2 and finalized that would support this position.

Although requested, clarification providing details of the nature of the expenses and the subconsultant costs included in the aforementioned work order fee schedule for this work order have not yet been provided.

Implementation / Deliverables

Lovett Silverman performed a review of the deliverables as identified under the work order and, in principle, CH2 appears to have complied with the intent of the work order and the deliverables as specified therein.

Financial

Lovett Silverman's review of the financial aspects of this Work Order identified several issues of note, as described below:

- Expenses totaling \$190,000 for surveying (\$140,000) and geotechnical services (\$50,000) were listed in the work order budget and invoiced solely on a percentage basis with no back-up documentation to support the invoicing (CH2 has indicated that it is not required to provide back-up documentation for expenses incurred in fixed fee work orders). There has been no documentation provided to indicate how these lump sum amounts were arrived at, or how this work was going to be performed and monitored.
- CH2 has indicated back-up for reimbursed expenses invoiced is not applicable for fixed fee work orders. Although requested, clarification has not been provided as to how lump sum expense amount of \$45,314 for the work order was defined and authorized, or on what basis monthly percentages of completion for these expenses were confirmed for CH2 invoices.
- Release of retention was invoiced on 3/30/07 and 6/29/07, with all retainage withheld as of 6/29/07 released with the funding of that invoice. 10% retainage was then withheld on the invoices for July and August 2007 (final invoice) and invoiced 9/26/07. It is unclear why retention was released in this manner.

- CH2 has denied Lovett Silverman's request for an electronic summary of labor for this work order indicating it is not required to provide that detail for fixed fee work orders.
- Although requested, CH2 has not yet provided a list of CH2 personnel assigned to this work order.

F) WORK ORDER 17

Work Order 17, executed on April 13, 2007 in the amount of \$201,993, is a time basis-not-to-exceed work order authorizing CH2 to provide program management service coverage from April 16, 2007 through April 27, 2007. The covered time period was subsequently extended via Amendment 1 to provide these services to May 7, 2007 at no additional cost.

The Work Order compensation was delineated by five tasks, each with an estimate for man-hours, hourly rates and labor. The fee schedule also includes summarized costs for expenses. A copy of the compensation information as issued in the work order is attached as **Exhibit 9**.

The fees associated with this work order were allocated by both task and by CIP number. A copy of this allocation, as included with the work order, is attached as **Exhibit 10**.

Development

Contemporaneous documentation indicating how the work order scope, budget and method of payment (i.e. fixed fee vs. time basis) were developed between ESD and CH2 and finalized has not been provided.

Implementation / Deliverables

Lovett Silverman performed a review of the deliverables as identified under the work order and, in principle, CH2 appears to have complied with the intent of the work order and the deliverables as specified therein.

Financial

Lovett Silverman's review of the financial aspects of this work order identified several issues of note, as described below:

- During the audit process Lovett Silverman questioned ESD as to the process by which task item billings were addressed during the invoice review process. Specifically we were interested in what process ESD utilized in reviewing work order task budgets versus billings. The nature of this inquire can be illustrated in the table below:

WORK ORDER TASKS		TASK BUDGET TOTALS	TOTAL INVOICED BY TASK	Variance (Budget - Invoiced)
01	PROGRAM MANAGEMENT	73,910.00	84,184.67	(10,274.67)
02	PROGRAM DESIGN MANAGEMENT	47,600.00	47,967.02	(367.02)
03	PROGRAM CONSTRUCTION MGT	30,400.00	26,414.84	3,985.16
04	NOT INCLUDED	0.00	0.00	0.00
05	INFORMATION TECHNOLOGY SUPPORT	43,400.00	40,510.13	2,889.87
	EXPENSE TASKS 1-5 (TASK 4 NIC)	6,683.00	2,900.75	3,782.25
TOTALS		\$201,993.00	\$201,977.41	\$15.59

ESD initially indicated that invoicing for budget line item or specific task amounts were not approved for amounts in excess of the correlating authorized fee line item in the work order budget. However, it is evident in this case that CH2 submitted invoice(s) that did not correspond to the budgeted task line items and yet invoice(s) were paid in full. In ESD's response to our request for subsequent clarification, ESD stated *"The correlation of a single invoice to the authorized fee completed within that month's cycle is determined by method of compensation (time basis vs. fixed fee) and established program controls for determining and recording progress achieved during the previous month. Verification and progress achieved can be accomplished by on site reviews of multiple sources and first hand witnessing of process controls occurring during the thirty day cycle covered by the invoice."* This response is not clear. Based on the information provided to date, it is unknown how these controls were applied to the review and approval of invoices for this work order.

- Individuals were invoiced, approved and funded for this work order with both 2.76 and 2.89 multipliers. Several of these individuals appear as

either program staff or “co-located staff” on the CH2 Program Organization Chart for May 2007. Based on the information made available to date, it is not clear either how the multiplier is established for each individual, or what the multiplier is intended to include. All but one of the “co-located” staff are billed at the 2.76 rate, and all individuals listed in black on the chart are billed at the 2.89 rate. It is unclear if the documentation included with the invoices contained information associated with the multipliers being applied to each individual. There has been no documentation provided to indicate how the actual skill levels for invoiced personnel were defined and agreed to by the PMT.

- Expenses for travel, meals and lodging in Lake Mary were approved for two individuals on the organization chart, as well as for two individuals not listed at all on the chart. Clarification is required as to how PMO vs. non-PMO personnel are designated, who approves that designation, and how that information is made available to the individuals responsible for reviewing the invoices.
- No retainage was withheld for this work order. Clarification is required as to how it is determined whether or not retainage will be withheld on work order invoicing.

G) WORK ORDER 24

Work Order 24, executed April 11, 2008 in the amount of \$866,352.98, is a fixed fee work order authorizing CH2 to provide Construction Management services for CR 431 – Orange Boulevard from CR46A to SR46 – Roadway/Drainage Improvements and Orange Boulevard Utility Adjustments. On August 8, 2008 Amendment 1 was executed further defining/clarifying the billing method as a combination fixed fee (\$848,118.58)/time basis not-to-exceed (\$18,223.40) work order for the same total amount of \$866,352.98. The time basis portion of the work references a not-to-exceed subcontract between CH2 and Nordarse and Assoc., Inc. (Nordarse) for Nordarse to provide construction materials testing services on the projects. This work order is to be completed by April 30, 2010.

The work order compensation was delineated by skill level (man-hours, hourly rates and labor), expense and subcontractor. A copy of the compensation information as issued in the work order is attached as **Exhibit 11**.

Development

Contemporaneous documentation indicating how the work order scope, budget and method of payment (i.e. fixed fee vs. time basis) were developed between ESD and CH2 and finalized has not been provided.

The work order includes an unexecuted copy of a Nordarse & Assoc., Inc. proposal to provide the above referenced testing services on a T&M basis for a budget estimated total of \$18,234.40. There has been no signed copy of this agreement or other documentation provided to indicate an agreement between CH2M and Nordarse and specifying the terms, scope and method of invoicing for this subcontract.

Implementation / Deliverables

This is a work order in progress, and as such the providing of deliverables by CH2 is an ongoing process. Based on the information provided to Lovett Silverman to date, there are several issues that should be noted:

- CH2 submitted a “Weekly-Daily Report Log” in response to our request for copies of the weekly reports of weekly progress meetings with the project contractor indicating that the weekly and daily reports are both included as part of the log. The following issues were noted:
 - There are no weekly reports for 5/16/08 or 5/23/08
 - Remaining weekly reports from 10/17/08 through 4/17/09 are all the exact same entry in the log – there is no deviation whatsoever in the information provided; the report references the same tasks at the same locations for every week during this six month period
 - None of the entries for the daily reports, all apparently prepared by Southern Site Works, indicate the number of personnel on the site for subcontractors referenced
- CH2 is required to provide schedule updates as part of the work order deliverables. In response to our request for verification of these schedules, CH2 referenced its monthly progress reports. These reports provide a list of work in progress and/or completed, but do not provide any reference to project schedules that would allow one to review a detailed status of the project schedule for each month.
- The CH2 monthly reports do not satisfy all the requirements of the work order scope.

Financial

Lovett Silverman's review of the financial aspects of this work order identified several issues of note, as described below:

- CH2 has indicated that they were requested to submit separate invoices segregating the work performed for Public Works and ESD. This adjustment had no effect on the work order total.
- CH2 has denied Lovett Silverman's request for an electronic summary of labor for this work order indicating it is not required to provide that detail for fixed fee work orders.
- The time basis not-to-exceed invoicing for Nordarse testing services for the invoices for the periods ending 8/15/08, 9/26/08, 11/28/08 and 12/26/08 is only supported by single page invoices that indicate the skill level, number of hours, and labor rates, but fail to provide documentation confirming specific hours worked by named individuals on specific dates.
- Nordarse invoices submitted with invoices for the periods ending 8/15/08 and 9/26/08, reference dates that field services were allegedly provided (i.e. 6/9/08, 6/11/08, 6/16/08, 6/19/08, 6/24/08, 6/26/08, 7/1/08, 7/8/0/, 7/11/08), but there has been no documentation provided of either approved field tickets to confirm on site sampling, or copies of reports to support lab testing that has been invoiced for. A check of the dates listed for field density testing performed against the daily reports provided for those dates failed to provide any indication that Nordarse was on site for any of the dates listed on its invoices. However, CH2 has indicated that the testing dates invoiced are confirmed by project personnel by comparing testing records maintained on site to the dates listed on the invoices, which appears to be a reasonable and accurate method to confirm the applicable invoices.
- Total retainage withheld to date through the period ending 9/26/08 in the amount of \$25,702.69 was invoiced on 9/27/08 and subsequently released. Since that time 10% retainage has been withheld on all subsequent invoicing (i.e. through the period ending 12/26/08 – the latest invoice reviewed). Clarification of the invoicing retainage policy with respect to this work order is required.

V. CONCLUSIONS

Based upon the investigation to date, Lovett Silverman has identified several areas of concern regarding the development, implementation and financial management in connection with the Program.

The PMT has not provided substantive contemporaneous information in connection with the development of the various work orders. This information would provide necessary insight into the makeup of the scope, deliverables, budgets and manpower requirements needed to accomplish the work order tasks. Without access to this information, it is not possible to determine whether the development of the work orders and determination of methods of billing in the implementation of the CIP work is being carried out in the most cost effective manner. We believe that a less generic approach to scope and task definition and a more standardized approach to budget preparation would benefit the subsequent implementation of the work order and accounting of funds.

Similarly, the lack of information provided with respect to CH2 personnel utilized in the performance of fixed fee work orders precludes the ability to confirm that these same personnel are not being utilized in the performance of time basis work orders under way at the same time. It appears to Lovett Silverman that the terms of the Master Agreement dictate that all information and documentation generated in conjunction with the performance of work under this program is to be maintained by the Program Manager and made available for the purposes of audit. CH2 has indicated it does not agree with this interpretation of the agreement. Resolution regarding the definition of documentation that must be made available in the implementation of this program is essential.

Lovett Silverman has identified a number of concerns in connection with the invoicing process throughout the life of the program, including a lack of standardization, a lack of evidence of authorization for the retention of subcontractors or the performance of

additional work on several work orders, and a lack of consistent controls associated with the invoice review/approval process. Several of these issues appear to have been raised in previous audits.

The need for the County to institute the recommendations noted in the previous audit reports and make changes to eliminate the inconsistent and often undocumented approach with respect to the development and preparation of work orders is apparent. It is also recommended that stricter adherence to the conditions of the Master Agreement and the Program Management Plan be enforced in order to provide an appropriate audit trail confirming that the performance of the work under this program is being carried out in accordance with the Master Agreement and in the best interests of the County.

MASTER

Original

**CONSULTANT SERVICES AGREEMENT (SS 5199-05/DRE)
PROGRAM MANAGEMENT FOR CAPITAL IMPROVEMENT PROGRAM**

THIS AGREEMENT is made and entered into this 7 day of March, 2006, by and between CH2M HILL, duly authorized to conduct business in the State of Florida, whose address is 225 E. Robinson Street, Suite 505, Orlando, Florida 32801, hereinafter called the "CONSULTANT" and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified consultant to provide program management services for the COUNTY's capital improvement program; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, the CONSULTANT is competent and qualified to furnish services to the COUNTY and desires to provide professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the CONSULTANT agree as follows:

SECTION 1. SERVICES. The COUNTY does hereby retain the CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

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SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of five (5) years and at the option of the parties, may extend the Agreement for one (1) additional five (5) year term. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order. 2011

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by the CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the CONSULTANT. A sample Work Order is attached hereto as Exhibit "B". Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available projects, nor that, the CONSULTANT will perform any project for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CONSULTANT shall be commenced, as specified in such Work Orders as may be issued hereunder, and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time

savings.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". If a Work Order is issued under a "Time Basis Method," then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit "C". If a Work Order is issued for a "Fixed Fee Basis," then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses. The total amount of compensation paid to the CONSULTANT per year, including reimbursable expenses, shall not exceed the sum annually budgeted by the COUNTY for consultant services for program management for the COUNTY's capital improvement program.

SECTION 6. REIMBURSABLE EXPENSES. If a Work Order is issued on a "Time Basis Method," then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by the CONSULTANT, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(a) Expenses of transportation, when traveling in connection with the Project, based on Sections 112.061(7) and (8), Florida Statutes, or their successor; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

(b) Expense of reproductions, postage and handling of drawings and specifications.

(c) If authorized in writing in advance by the COUNTY, the cost of other expenditures made by the CONSULTANT in the interest of the Project.

SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONSULTANT shall perform all work required by the Work Order but, in no event, shall the CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, the CONSULTANT shall perform all work required by the Work Order; but, in no event, shall the CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Limitation of Funds amount. The CONSULTANT is not authorized to exceed that amount without the prior written approval of the COUNTY. Said approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a "Fixed Fee Basis," the CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. The COUNTY shall pay the CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a "Fixed Fee Basis".

(e) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONSULTANT may invoice the amount due for actual

work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. The COUNTY shall pay the CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount.

(f) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes. If the COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, the COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONSULTANT may invoice the amount due for services actually performed and completed. The COUNTY shall pay the CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

(h) Payments shall be made by the COUNTY to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. CONSULTANT shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONSULTANT, Work Order Number, Contract Number and all other information required by this Agreement.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

BK 0 3 3 3 PG 0 3 5 0

Seminole County Environmental Services Department
500 W. Lake Mary Blvd.
Sanford, Florida 32773

(i) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONSULTANT.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by the COUNTY, the CONSULTANT may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by the COUNTY. The COUNTY shall pay the CONSULTANT within thirty (30) days of receipt of proper invoice.

(b) The COUNTY may perform or have performed an audit of the records of the CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the CONSULTANT and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the CONSULTANT may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to the CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records, of the CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts and transcriptions.

BK 0333 PGO 351

(d) The CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the CONSULTANT'S office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section reveals any overpayment by the COUNTY under the terms of the Agreement, the CONSULTANT shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 9. RESPONSIBILITIES OF THE CONSULTANT.

(a) The CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and always remain liable to the COUNTY in accordance

with applicable law for any and all damages to the COUNTY caused by the CONSULTANT'S negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONSULTANT'S services or have been created during the course of the CONSULTANT'S performance under this Agreement shall become the property of the COUNTY after final payment is made to the CONSULTANT.

SECTION 11. TERMINATION.

(a) The COUNTY may, by written notice to the CONSULTANT terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, the CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, the CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by the COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of the CONSULTANT to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONSULTANT shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONSULTANT; provided, however, that the CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the CONSULTANT.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 12. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. The CONSULTANT agrees that it will not discriminate against any employee or applicant for

employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 14. NO CONTINGENT FEES. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 15. CONFLICT OF INTEREST.

(a) It shall be deemed a conflict of interest, and thus prohibited, for the CONSULTANT or any of its subsidiaries, subconsultants or joint venturers to bid for, contract or otherwise provide services, except as provided in this Agreement to the COUNTY on any CIP project for which the CONSULTANT is Project Manager. Such other services shall include, but not be limited to, construction, engineering, inspection, design or architectural services.

(b) The CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY.

(c) The CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(d) In the event that CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, the COUNTY shall have the right to terminate this Agreement.

SECTION 16. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 17. SUBCONTRACTORS. In the event that the CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CONSULTANT must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 18. INDEMNIFICATION OF COUNTY. The CONSULTANT agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners,

officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by the CONSULTANT, whether caused by the CONSULTANT or otherwise. The CONSULTANT further agrees to hold harmless and indemnify the COUNTY, its commissioners, officers, employees and agents against any and all claims, losses, damages or lawsuits for damages arising from the CONSULTANT's officers, employees, agents or subcontractors presence in or on COUNTY property or COUNTY owned or COUNTY leased facilities and office space.

SECTION 19. INSURANCE.

(a) GENERAL. The CONSULTANT shall at the CONSULTANT'S own cost, procure the insurance required under this Section.

(1) The CONSULTANT shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONSULTANT, the CONSULTANT shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance

is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONSULTANT shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. The Certificate shall have this Agreement number clearly marked on its face.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONSULTANT shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve the CONSULTANT of the CONSULTANT'S full responsibility for performance of any obligation including CONSULTANT indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better

according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONSULTANT shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONSULTANT, the CONSULTANT shall, at the CONSULTANT'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) The CONSULTANT'S insurance shall cover the CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance; without restrictive endorsements. The CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for

liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONSULTANT and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONSULTANT'S insurance shall cover the CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. The CONSULTANT shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) COVERAGE. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONSULTANT.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the CONSULTANT, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. ALTERNATIVE DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise

pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY protest procedures set forth in subsection (a) above of which the CONSULTANT had knowledge and failed to present during the COUNTY protest procedures.

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 21. REPRESENTATIVES OF THE COUNTY AND THE CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONSULTANT, shall designate in writing and shall advise the CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) The CONSULTANT shall, at all times during the normal work week, designate or appoint one or more representatives of the CONSULTANT who are authorized to act in behalf of and bind the CONSULTANT regarding all matters involving the conduct of the performance pursuant to this

Agreement and shall keep the COUNTY continually and effectively advised of such designation.

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 24. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONSULTANT (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 25. EMPLOYEE STATUS. Persons employed by the CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the COUNTY.

SECTION 27. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONSULTANT.

SECTION 29. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

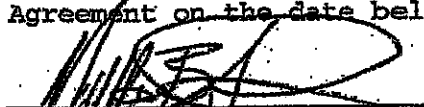
Environmental Services Department
500 W. Lake Mary Blvd.
Sanford, Florida 32773


For CONSULTANT:

CH2M Hill
225 E. Robinson Street, Suite 505
Orlando, Florida 32801

SECTION 30. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

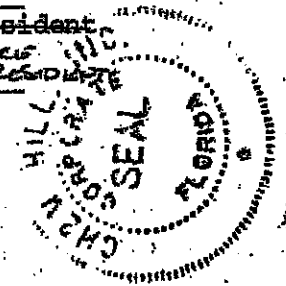

Witness
Mark B. Anderson
Print Name


Witness
Brenda von Ravenswag
Print Name

CH2M HILL

By: Robert W. Bailey
~~MARK CALAHAN, P.E., Vice President~~
~~ROBERT W. BAILEY, Sr. Vice President~~

Date: 2/23/06



ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
1/11/06 2/14/06 2/20/06
PS-5190

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Sample Work Order
- Exhibit "C" - Rate Schedule
- Exhibit "D" - Truth in Negotiations Certificate

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:

ROBERT E DALLARI, Vice-Chairman

Date:

3-7-06

As authorized for execution by
the Board of County Commissioners
at their 2/28, 2006
regular meeting.

EXHIBIT A

Program Management Services

Scope of Services

Seminole County is seeking a Consultant to provide program management services to assist with the delivery of County's capital improvement program (CIP). The Consultant will be required to open an office co-located or immediately adjacent to the County Department's offices. These services include, but are not limited to, the following:

- Establish a program management team to coordinate, manage and administer the delivery of design and construction activities related to the County's CIP.
- Validate CIP project scopes and cost data with optimization tools
- Perform constructability and value engineering review services
- Provide construction engineering inspection (CEI) services and resident project representative (RPR) services with comprehensive professional documentation
- Develop and maintain detailed program master schedules.
- Provide cost estimating and cash flow analysis reports; chart expenditures against progress.
- Manage project bid packages and phasing options.
- Conduct pre-bid, pre-construction and regularly scheduled job progress conferences; provide change order, shop drawing, and claims administration; monitor project permit compliance; administer sales tax recovery efforts; coordinate geo-technical testing; assist in establishing substantial final completion; provide technical support during all phases of litigation, if necessary
- Assist County in reviewing proposals, determining lowest responsible bidder and recommending award of contracts or rejection of bids. Create and maintain document control and file management system.
- Develop and implement information management, GIS, and team integration tools in close coordination with the County's Information Technologies Department and following County IT standards
- Communicate with the public as requested by the County
- Coordinate with other County Departments, state agencies, and other entities that may drive and/ or affect the County's CIP schedule and budget
- Maintain both detailed and summary overview program management status reports on a continuous basis
- Research opportunities for streamlining consultant and contractor invoicing processes while maintaining required County procedures; if feasible, implement a system to improve efficiency while maintaining audit trail

- Provide in-house engineering, budgeting, cost estimating, planning, permitting, and bidding services as required
- Coordinate ongoing master plan, design, and permitting projects with other consultants, as directed by the County, to provide consistency with the overall programmed CIP approach

~~EVIDENCE~~

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

WORK ORDER

Work Order Number: _____

Master Agreement No.:
Contract Title:
Project Title:

Dated:

Consultant:
Address:

ATTACHMENTS TO THIS WORK ORDER:

- drawings/plans/specifications
- scope of services
- special conditions
-

METHOD OF COMPENSATION:

- fixed fee basis
- time basis-not-to-exceed
- time basis-limitation of funds

TIME FOR COMPLETION:

Work Order Amount: _____

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein. (THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

_____, Secretary

(CORPORATE SEAL)

By: _____, President

Date: _____

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

WITNESSES:

(Seminole County Contracts Analyst, print name)

By: _____
Peter W. Maley, Contracts Supervisor

Date: _____

(Seminole County Contracts Analyst, print name)

As authorized by Section 330.3, Seminole
County Administrative Code.

BK 3333 PG 0368

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
 - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
 - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
 - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

EXHIBIT C

PA-5190-05DRR
 Master Agreement for Program Management Services

CHSAM HILL Schedule of Rates

Category	New P.M.C. Staff (2 as anticipated)		New P.M.C. Staff (2 as anticipated)		P.M.C. Staff (2 as anticipated)	
	Minimum (\$/hr)	Maximum (\$/hr)	Minimum (\$/hr)	Maximum (\$/hr)	Minimum (\$/hr)	Maximum (\$/hr)
Principal	\$150	\$180	\$150	\$180	\$150	\$180
Senior Engineer/Consultant	\$120	\$150	\$120	\$150	\$120	\$150
Program Manager	\$90	\$120	\$90	\$120	\$90	\$120
Assistant Program Manager	\$75	\$105	\$75	\$105	\$75	\$105
Senior Construction Manager	\$120	\$150	\$120	\$150	\$120	\$150
Construction Manager	\$90	\$120	\$90	\$120	\$90	\$120
Senior Cost Estimator	\$90	\$120	\$90	\$120	\$90	\$120
Cost Estimator	\$75	\$105	\$75	\$105	\$75	\$105
Senior Project Control Specialist	\$90	\$120	\$90	\$120	\$90	\$120
Project Control Specialist	\$75	\$105	\$75	\$105	\$75	\$105
Senior Construction Inspector	\$90	\$120	\$90	\$120	\$90	\$120
Construction Inspector	\$75	\$105	\$75	\$105	\$75	\$105
Engineering Manager	\$120	\$150	\$120	\$150	\$120	\$150
Chief Estimator/Chief Technologist	\$150	\$180	\$150	\$180	\$150	\$180
Senior Professional Engineer/Scientist/Consultant	\$120	\$150	\$120	\$150	\$120	\$150
Professional Engineer/Scientist/Consultant	\$90	\$120	\$90	\$120	\$90	\$120
Project Engineer/Scientist/Consultant	\$75	\$105	\$75	\$105	\$75	\$105
Engineer/Scientist/Consultant	\$60	\$90	\$60	\$90	\$60	\$90
Senior Architect	\$90	\$120	\$90	\$120	\$90	\$120
Architect	\$75	\$105	\$75	\$105	\$75	\$105
GIS Analyst	\$60	\$90	\$60	\$90	\$60	\$90
Staff GIS Analyst	\$45	\$67.5	\$45	\$67.5	\$45	\$67.5
Senior Technician	\$90	\$120	\$90	\$120	\$90	\$120
Technician	\$75	\$105	\$75	\$105	\$75	\$105
Public Involvement Coordinator	\$90	\$120	\$90	\$120	\$90	\$120
Public Involvement Specialist	\$75	\$105	\$75	\$105	\$75	\$105
Senior Contract Administrator	\$90	\$120	\$90	\$120	\$90	\$120
Contract Administrator	\$75	\$105	\$75	\$105	\$75	\$105
Project Accountant	\$90	\$120	\$90	\$120	\$90	\$120
Office Clerk	\$45	\$67.5	\$45	\$67.5	\$45	\$67.5

*Denotes category that may have one or more staff currently located in the P.M.C. staff located in the P.M.C. staff in the indicated town on program requirements and notification in County.

- Notes:
1. Billing rates will be calculated by multiplying the actual number of hours for the respective position in the budget by the respective multiplier. The respective multiplier will be 2.75 for individuals currently located in the jurisdiction of the County of Mendocino County, 2.50 for individuals currently located in the jurisdiction of the County of Butte County, and 2.25 for all other individuals. The 2.25 multiplier is based on Mendocino County's prevailing wage rates for professional services, which apply to consulting services, site visits, equipment, travel, phone service, computer equipment, and vehicles.
 2. These rates do not include other direct expense costs. Responsibility for other direct expense costs shall be determined with the client.
 3. The rates in this schedule are fixed for the first 5-year term of the agreement.
 4. Subcontractor fees will be billed through CHSAM Hill to the County at gross rates.

EXHIBIT (D)

-Truth in Negotiations Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statutes (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of PS- 5190-05/DRR * are accurate, complete, and current as of

(Date)**. This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the agreement between the Consultant and the County.

Firm CHEM-HILL

Signature Robert W. Bailey

Name ROBERT W. BAILEY

Title Sr. Vice President

Date of execution*** 2/28/06

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., PS No.).

** Insert the day, month, and year when wage rates were submitted or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on compensation.

*** Insert the day, month, and year of signing.

(End of certificate)

MASTER

Original

**CONSULTANT SERVICES AGREEMENT (PS 5196-05/DRR)
PROGRAM MANAGEMENT FOR CAPITAL IMPROVEMENT PROGRAM**

THIS AGREEMENT is made and entered into this 7 day of March, 2006, by and between CB2M, LLC, duly authorized to conduct business in the State of Florida, whose address is 225 E. Robinson Street, Suite 505, Orlando, Florida 32801, hereinafter called the "CONSULTANT" and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified consultant to provide program management services for the COUNTY's capital improvement program; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, the CONSULTANT is competent and qualified to furnish services to the COUNTY and desires to provide professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the CONSULTANT agree as follows:

SECTION 1. SERVICES. The COUNTY does hereby retain the CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

BK 0333 PG 0346

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of five (5) years and at the option of the parties, may extend the Agreement for one (1) additional five (5) year term. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order. 2011

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by the CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the CONSULTANT. A sample Work Order is attached hereto as Exhibit "B". Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available projects, nor that, the CONSULTANT will perform any project for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CONSULTANT shall be commenced, as specified in such Work Orders as may be issued hereunder, and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time

savings.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". If a Work Order is issued under a "Time Basis Method," then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit "C". If a Work Order is issued for a "Fixed Fee Basis," then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses. The total amount of compensation paid to the CONSULTANT per year, including reimbursable expenses, shall not exceed the sum annually budgeted by the COUNTY for consultant services for program management for the COUNTY's capital improvement program.

SECTION 6. REIMBURSABLE EXPENSES. If a Work Order is issued on a "Time Basis Method," then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by the CONSULTANT, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(a) Expenses of transportation, when traveling in connection with the Project, based on Sections 112.061(7) and (8), Florida Statutes, or their successor; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

(b) Expense of reproductions, postage and handling of drawings and specifications.

(c) If authorized in writing in advance by the COUNTY, the cost of other expenditures made by the CONSULTANT in the interest of the Project.

SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONSULTANT shall perform all work required by the Work Order but, in no event, shall the CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, the CONSULTANT shall perform all work required by the Work Order; but, in no event, shall the CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Limitation of Funds amount. The CONSULTANT is not authorized to exceed that amount without the prior written approval of the COUNTY. Said approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a "Fixed Fee Basis," the CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. The COUNTY shall pay the CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a "Fixed Fee Basis".

(e) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONSULTANT may invoice the amount due for actual

work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. The COUNTY shall pay the CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount.

(f) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes. If the COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, the COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONSULTANT may invoice the amount due for services actually performed and completed. The COUNTY shall pay the CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

(h) Payments shall be made by the COUNTY to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. CONSULTANT shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONSULTANT, Work Order Number, Contract Number and all other information required by this Agreement.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

BK 0333 PG 0350

Seminole County Environmental Services Department
500 W. Lake Mary Blvd.
Sanford, Florida 32773

(i) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONSULTANT.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by the COUNTY, the CONSULTANT may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by the COUNTY. The COUNTY shall pay the CONSULTANT within thirty (30) days of receipt of proper invoice.

(b) The COUNTY may perform or have performed an audit of the records of the CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the CONSULTANT and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the CONSULTANT may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to the CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records, of the CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts and transcriptions.

BK 0 3 3 3 P G 0 3 5 1

(d) The CONSULTANT agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the CONSULTANT'S office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section reveals any overpayment by the COUNTY under the terms of the Agreement, the CONSULTANT shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 9. RESPONSIBILITIES OF THE CONSULTANT.

(a) The CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and always remain liable to the COUNTY in accordance

with applicable law for any and all damages to the COUNTY caused by the CONSULTANT'S negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONSULTANT'S services or have been created during the course of the CONSULTANT'S performance under this Agreement shall become the property of the COUNTY after final payment is made to the CONSULTANT.

SECTION 11. TERMINATION.

(a) The COUNTY may, by written notice to the CONSULTANT terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, the CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, the CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by the COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of the CONSULTANT to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONSULTANT shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONSULTANT; provided, however, that the CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the CONSULTANT.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 12. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. The CONSULTANT agrees that it will not discriminate against any employee or applicant for

employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 14. NO CONTINGENT FEES. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 15. CONFLICT OF INTEREST.

(a) It shall be deemed a conflict of interest, and thus prohibited, for the CONSULTANT or any of its subsidiaries, subconsultants or joint venturers to bid for, contract or otherwise provide services, except as provided in this Agreement to the COUNTY on any CIP project for which the CONSULTANT is Project Manager. Such other services shall include, but not be limited to, construction, engineering, inspection, design or architectural services.

(b) The CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY.

(c) The CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(d) In the event that CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, the COUNTY shall have the right to terminate this Agreement.

SECTION 16. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 17. SUBCONTRACTORS. In the event that the CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CONSULTANT must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 18. INDEMNIFICATION OF COUNTY. The CONSULTANT agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners,

Seminole County CH2M Hill Work Order Summary

Draft Work Product

Work Order	Description	Date	Type	Schedule / Completion	Total Value
1	Activities associated with rapid mobilization of the program team; initial validation of Seminole County's CIP; development of immediate action plan; GIS support services; and program based web site planning.	15-Mar-06	T&M Limitation of funds	9/30/2006	\$ 747,654
2	Scope and Fee for the Yankee Lake Surface Water Treatment Plant Design	10-May-06	Fixed Fee	As det by County	\$ 800,000
3	Engineering Services for Seminole County's Southeast Regional Water Treatment Plant - Risk Management Plan Update	10-May-06	Fixed Fee	8/31/2006	\$ 49,300
4	Phase 1 Reclaimed Retrofit and Markham Woods Road Utilities	06-Jun-06	Fixed Fee	At Constr Compl	\$ 1,088,000
5	Project Management Support and Construction Management Services	06-Jun-06	T&M Limitation of funds	3/21/2007	\$ 110,300
5a	Project Management Support and Construction Management Services	18-Jan-08	Time Extension	60 days after constr compl	\$ 110,300
6	Greenwood Lakes WWTP Sludge Dewatering System & Yankee Lake Rerating and Expansion	22-Jun-06	Fixed Fee	12/31/2007	\$ 332,900
7	Greenwood Lakes/Heathrow Interconnection Facilities	22-Jun-06	Fixed Fee	At Constr Compl	\$ 174,000
8	2006 Program Management Completion	16-Aug-06	Fixed Fee	9/30/2006	\$ 458,110
9	Alternative Water Supply Preliminary	16-Oct-06	Fixed Fee	12/10/2006	\$ 152,000
9a	Alternative Water Supply Preliminary	12-Sep-07			\$ (86,600)
10	Security Implementation Program	16-Oct-06	Fixed Fee	12/15/2006	\$ 22,890
11	Meter Testing, Replacement and Repair Program	17-Oct-06	Fixed Fee	12/15/2006	\$ 69,500
12	Program Management Services thru Jan 01, 2007	14-Nov-06	Fixed Fee	1/1/2007	\$ 1,202,777
12a	Program Management Services thru Jan 01, 2007 (to 1/31/07)	22-Dec-06	Time Extension	1/31/2007	
13	Yankee Lake Surface Water Treatment Facility Permitting Assistance	09-Jan-07	T&M Limitation of funds	At Constr Compl	\$ 737,533
13a	Yankee Lake Surface Water Treatment Facility Permitting Assistance	10-Jun-08	T&M Limitation of funds	At Constr Compl	\$ 475,929
13b	Yankee Lake Surface Water Treatment Facility Permitting Assistance	06-Oct-08	T&M Limitation of funds	At Constr Compl	\$ 792,102
14	Yankee Lake Surface Water Treatment Facility Public Involvement	18-Jan-07	T&M Limitation of funds	At Constr Compl	\$ 212,406
14a	Yankee Lake Surface Water Treatment Facility Public Involvement	31-Mar-08	T&M Limitation of funds	At Constr Compl	\$ 188,777
15	Yankee Lake Surface WTF Construction Document Preparation and Sludge Management Design	08-Feb-07	Fixed Fee	2 years	\$ 1,953,069
16	Program Management Services February thru March 2007	12-Feb-07	T&M Limitation of funds/Fixed fee	3/31/2007	\$ 1,202,273
16a	Program Management Services February thru March 2007 (to 04/13/07)	04-Apr-07	Time Extension	4/13/2007	
16b	Program Management Services February thru March 2007 (to 04/30/07)	13-Apr-07	Time Extension	4/30/2007	
17	Program Management Services April 14-30, 2007	13-Apr-07	T&M Not to Exceed	4/30/2007	\$ 201,993
17a	Program Management Services April, 2007 (to 05/07/07)	30-Apr-07	Time Extension	5/7/2007	
18	Program Management Services May 2007	30-Apr-07	Fixed Fee	6/1/2007	\$ 547,858
18a	Program Management Services May 2007 (to 06/15/07)	01-Jun-07	Time Extension	6/15/2007	
18b	Program Management Services May 2007 (to 07/06/07)	13-Jun-07	Time Extension	7/6/2007	
19	Program Management Services June 2007	04-Jun-07	Fixed Fee	7/6/2007	\$ 515,141

Seminole County
CH2M Hill Work Order Summary

Draft Work Product

Work Order	Description	Date	Type	Schedule / Completion	Total Value
20	Program Management Services FY 2007 - FY 2009	06-Jul-07	T&M Limitation of funds/Fixed fee	12/31/2009	\$ 20,986,184
21	Business Plan Development for the Regional Water Facility at Yankee Lake	05-Sep-07	Fixed Fee / T&M Not to Exceed	Upon Completion	\$ 297,042
21a	Business Plan Development for the Regional Water Facility at Yankee Lake	11-Jul-08	Fixed Fee / T&M Not to Exceed		\$ 217,988
22	Bid Phase Services for the Regional Water Treatment Facility at Yankee Lake	05-Sep-07	T&M Limitation of funds	180 days	\$ 82,279
22a	Bid Phase Services for the Regional Water Treatment Facility at Yankee Lake	02-Jan-08	T&M Limitation of funds		\$ 25,600
23	Yankee Lake Surface WTP RWPS and Intake Structure Relocation	28-Dec-07	Fixed Fee	30 days after const compl	\$ 434,025
24	Orange Blvd. Utility Adjustments & Orange Blvd. Roadway & Drainage Adjustments Construction Management Services	27-Mar-08	Fixed Fee		\$ 866,353
24a	Modification to Method of Compensation from Fixed Fee to Partial Fixed Fee and T&M Not to Exceed	08-Aug-08	T&M Limitation of funds/Fixed fee	by 4/30/10	\$ -
25	YLSWTP Rebid Services	24-Nov-08	T&M Limitation of funds	190 cd	\$ 341,360
TOTALS					\$ 35,309,042

John Sury

From: Richard Sexton
Sent: Wednesday, April 15, 2009 4:58 PM
To: J Dennis Westrick P E. (DWestrick@seminolecountyfl.gov)
Cc: Carol L. Hunter P.E. (CHunter@seminolecountyfl.gov); Joseph A. Forte (JoeForte@seminolecountyfl.gov); bvanrave@ch2m.com; Bruce McMenemy; Trish Phillips; John Sury; Darrell Hall; Larry Valent
Subject: Information Request
Attachments: Financial Documentation Status and Request 4-15-09.pdf; Work Order Deliverables Request 4-15-09.pdf

Dennis,

Pursuant to our meeting on April 9, 2009, attached please find two lists of documents that we would like to obtain relating to the Work Orders we previously identified as the initial sampling for the audit (1, 5, 12, 13, 15, 17, and 24). One list contains a status of financial documentation received to date and a list of additional financial information being requested. The other list is a compilation of the deliverables as identified in the these various Work Orders for which we are requesting access to and/or copies of. Please note, these lists may be augmented throughout the process of this audit.

In addition to the above lists and pursuant to our April 9th meeting, we would also like to request copies of the following, in electronic (importable) format where available:

- Copies of the monthly Tri-Folds
- Current copy of the Contract Summary Report
- Copy of the 2005 CIP Master Plan
- Copy of the 2006 validated CIP Master Plan
- Copy of the 2007 validated CIP Master Plan
- Copies of CH2M HILL's staffing report for program and project staffing for all work orders, for both on-site and off-site personnel
- Copy of Seminole County's' management level organizational chart for the CIP master plan
- Copies of the current and month to month Master Program baseline and schedule updates in P3 format
- Electronic (importable) copies of CH2M HILL's Summary of Labor information for all Work Orders
- "Level of effort" documentation related to the development of all Work Order budgets
- Environmental Services Department Policy manual

It is our understanding, as discussed in our April 9th meeting, that Seminole County and CH2M HILL will supply certain documents via an FTP site for use by Lovett Silverman, with hard copies to be supplied where scans or electronic copies are not available. While we are transmitting the list of information as discussed, Lovett Silverman has requested direct access to the files located at the CH2M HILL offices. Currently, CH2M Hill is awaiting our list in order to respond to this request. Upon receipt and review of this email and the information contained herewith, and at your convenience, please provide a timeline as to when we can expect this information and a response to our request. As discussed, in an effort to expedite this process, please provide information as it becomes available.

Thank you for your cooperation in this matter.

Richard Sexton

7/30/2009

Lovett Silverman Construction Consultants, Inc.
7680 Universal Boulevard, Suite 670
Orlando, FL 32819
Phone: 407.370.9030
Fax: 407.370.9050

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LOVETT SILVERMAN
Construction Consultants

7680 Universal Boulevard, Suite 670
Orlando, FL 32819

Offices Nationwide
www.lovett-silverman.com
P: 407.370.9030
F: 407.370.9050

Financial Documentation

This document includes an inventory of the financial information received to date by Lovett Silverman, and lists the additional documentation we are currently requesting related to the Work Orders that we have identified in our initial sampling for audit purposes. Note, as the audit process progresses, additional information may be requested.

Work Order No. 1

To date, Lovett Silverman has received copies of the following:

- CH2MHill (CH) Invoices for periods ending: March, April, May, June, July, September, November and December 2006
- All Reimbursable & expense documentation
- All CH Payroll Register Summaries
- All CH Summary of Labor forms
- All CH Time Sheets

Lovett Silverman is requesting the following:

- Environmental Services Approval Transmittals w/sign-offs for all invoices
- Monthly Status Reports for all invoices
- CH Summary of Labor information in electronic (non-pdf) format for all invoices

Work Order No. 5

To date, Lovett Silverman has received copies of the following:

- Environmental Services Approval Transmittals w/sign-offs for invoices for periods ending August 2007 thru July 2008
- All CH2MHill (CH) Invoices
- CH Payroll Register Summaries, CH Summary of Labor forms and CH Time Sheets for periods ending July 2006 thru July 2007
- Monthly Status Reports for periods ending September, October and November 2008
- Reimbursable & expense documentation for invoices for periods ending July 2006 thru December 2006 and March 2008

Lovett Silverman is requesting the following:

- Environmental Services Approval Transmittals w/sign-offs for invoices for periods ending July 2006 thru July 2007
- CH Payroll Register Summaries, CH Summary of Labor forms and CH Time Sheets for periods ending August 2007 thru July 2008
- Monthly Status Reports for invoices for periods ending July 2006 thru August 2007, and December 2007 thru July 2008
- CH Summary of Labor information in electronic (non-pdf) format for all invoices

Financial Documentation

- Reimbursable & expense documentation for invoices for periods ending January 2007 thru February 2008, and April thru July 2008

Work Order No. 12

To date, Lovett Silverman has received copies of the following:

- NO copies of invoices or related documentation for this Work Order

Lovett Silverman is requesting the following:

- Copies of all invoices and related documentation for this Work Order
- CH Summary of Labor information in electronic (non-pdf) format for all invoices

Work Order No. 13

To date, Lovett Silverman has received copies of the following:

- Environmental Services Approval Transmittals w/sign-offs for invoices for periods ending July 2007 thru October 2008
- CH2MHill (CH) Invoices for periods ending January 2007 thru January 2009, with the exception of April 2007 and January and November 2008
- Monthly Status Reports for invoices for the periods ending July thru October 2007
- Reimbursable and expense documentation for invoices for periods ending: May, June and August thru December 2007; and February thru October 2008
- CH Payroll Registers and Summary of Labor forms for invoices for periods ending January, February, March, May and June 2007
- CH Time Sheets for invoices for periods ending: January, February, March, May and June 2007; July, August, September, October and December 2008, and January 2009

Lovett Silverman is requesting the following:

- Environmental Services Approval Transmittals w/sign-offs for invoices for periods ending: January, February, March, May and June 2007; December 2008 and January 2009
- Any CH Invoices for periods ending after January 2009 with all associated back-up
- Monthly Status Reports for invoices for the periods ending: January, February, March, May and June 2007, and for all invoices submitted for periods ending November 2007 and thereafter
- Reimbursable and expense documentation for invoices for periods ending: January, February, March and July 2007; December 2008, and January 2009
- CH Payroll Registers and Summary of Labor forms for invoices all invoices submitted for periods ending July 2007 and thereafter
- CH Time Sheets for all invoices submitted between the period ending July 2007 and the period ending June 2008
- CH Summary of Labor information in electronic (non-pdf) format for all invoices

Financial Documentation

Work Order No.15

To date, Lovett Silverman has received copies of the following:

- Environmental Services Approval Transmittals w/sign-offs for invoices for periods ending: August and September (retainage) 2007
- CH Invoices for periods ending August and September (retainage) 2007
- Monthly Status Report for period ending August 2007

Lovett Silverman is requesting the following:

- Monthly Status Report for September 2007
- Environmental Service Approval Transmittals w/sign-offs and CH Invoices for periods ending prior to August 2007 and after September 2007 with all associated back-up
- CH Summary of Labor information in electronic (non-pdf) format for all invoices

Work Order No. 17

To date, Lovett Silverman has received copies of the following:

- NO copies of invoices or related documentation for this Work Order have been received.

Lovett Silverman is requesting the following:

- Copies of all invoices and related documentation for this Work Order
- CH Summary of Labor information in electronic (non-pdf) format for all invoices

Work Order No. 24

To date, Lovett Silverman has received copies of the following:

- Environmental Service Approval Transmittals w/sign-offs and CH Invoices for periods ending August 2008 thru November 2008
- Monthly Status Report for periods ending September and November 2008

Lovett Silverman is requesting the following:

- Environmental Service Approval Transmittals w/sign-offs and CH Invoices for periods ending after November 2008
- Monthly Status Reports for August, September and October 2008 and for any invoices for periods after November 2008
- Reimbursable and expense documentation for all invoices under this Work Order
- CH Summary of Labor information in electronic (non-pdf) format for all invoices

**SEMINOLE COUNTY / CH2M HILL
PROGRAM MANAGEMENT AUDIT
WORK ORDER - DELIVERABLES**

Draft / Work Product

Work Order	Task #	Description
		Information Requested in Blue
1		Activities associated with rapid mobilization of the program team; initial validation of Seminole County's CIP; development of immediate action plan; GIS support services; and program based web site planning.
	1	Mobilization
	1.1	Mobilization Work Plan One electronic copy of the mobilization work plan
	1.3	Project Controls Set-Up One electronic copy of budgets established for endorsement by the County and updates. One electronic copy of master services agreements with team subcontractors
	1.4	Chartering One electronic copy of meeting minutes and Team Charter.
	1.5	Program Management Plan Preparation One electronic copy of program management plan and updates.
	1.6	Program Web Site Development Plan One electronic copy of the technical memo for the Program Web Site Development Plan.
	2	CIP Validation and Program Delivery Plan
	2.1	PDP Work Plan One electronic copy of the Program Delivery Plan (PDP) for the 5 year duration of the Program.
	2.3	Scope Validation One electronic copy of initial order of magnitude cost review
	2.4	Cost Loaded Schedule One electronic copy of the cost loaded schedule. One electronic copy of the Quarterly reviews and annual update.
	2.5	Financial Plan Update One electronic copy of the Memorandum of the financial plan update.
	2.6	Communication and Public Involvement Plans One electronic copy of the communications plan and a policy and procedures document for public involvement.
	2.7	Technology Transfer Plan One electronic copy of the summary report referring to the following: Construction management training - 2 days. Document control software training - 3 days. Scheduling software training - 3 days. Project management training - 3 days.
	2.9	PDP Production One electronic copy of the PDP prepared for County comment.
	3	Immediate Action Plan One electronic copy of the revised cost loaded schedule for IAP projects
	3.8	Plan Production One electronic copy of the IAP prepared for County comment.
	5	GIS Support Set-Up
	5.1	Project Requirements One electronic copy of the technical memorandum

**SEMINOLE COUNTY / CH2M HILL
PROGRAM MANAGEMENT AUDIT
WORK ORDER - DELIVERABLES**

Draft / Work Product

Work Order	Task #	Description
		Information Requested in Blue
5		Project Management Support and Construction Management Services
for Task # 1	1	I-4 Orange Blvd FDOT Interchange at Highway 17/92
and for Task # 2	2	Red Bug Lake Park
and for Task # 3	3	US 17/92 CRA Water and Sewer Expansion Study
All of the following:	2.0	Services During the Construction Phase
	2.1	Project Management
	2.1.1	One electronic copy of the general work plan
	2.1.2	One electronic copy of the progress reports of the periodic meetings
	2.4.2	Payments to the Contractor
	2.4.2.2	One electronic copy of the Recommendations to the County of the contractors request for payment
	2.5	Changes
	2.5.3	One electronic copy of the Change order reports submitted to County about status of change orders.
	2.8	One electronic copy of the log of claims and disputes
	2.8	Project Controls
	2.8.4	One electronic copy of the periodic reports submitted to County of status of construction schedule.
	2.9	Field Inspection
	2.9.2	One electronic copy of the written reports of on-site observations.
	2.10	Shop Drawings, Samples and Submittals
	2.10.1	One electronic copy of the log, of shop drawings, samples and submittals.
	2.11	Design Clarifications
	2.11.1	One electronic copy of the log of contractors requests for information or clarification.
	4.2	Record drawings
		One electronic copy of design drawings to reflect record information.
	2	Red Bug Lake Park
		Construction Management Services
	2.1.1	One electronic copy of the general work plan
	2.1.2	One electronic copy of progress reports
	2.4	Construction Contract Administration
	2.4.2.2	One electronic copy of Recommendations made to the County for the contractors request for payment
	2.5	Changes
	2.5.3	One electronic copy of Change order reports submitted to County about status of change orders.
	2.8	One electronic copy of the log of claims and disputes
	2.8	Project Controls
	2.8.4	One electronic copy of periodic reports to County of status of construction schedule.
	2.9	Field Inspection
	2.9.2	One electronic copy written reports of observations.
	2.10	Shop Drawings, Samples and Submittals
	2.10.1	One electronic copy of the log of shop drawings, samples and submittals.
	2.11	Design Clarifications
	2.11.1	One electronic copy of the log of contractors requests for information or clarification.
	4.2	Record drawings

**SEMINOLE COUNTY / CH2M HILL
PROGRAM MANAGEMENT AUDIT
WORK ORDER - DELIVERABLES**

Draft / Work Product

Work Order	Task #	Description
		Information Requested in Blue
		One electronic copy of the revision of design drawings to reflect record information.
	3	US 17/92 CRA Water and Sewer Expansion Study
	2.0	Services During the Construction Phase
	2.1	Project Management
	2.1.1	Develop a general work plan
	2.1.2	One electronic copy of the progress reports
	2.4	Construction Contract Administration
	2.4.2	Payments to the Contractor
	2.4.2.2	One electronic copy of the Recommendations made to the County for the contractors request for payment
	2.5	Changes
	2.5.3	One electronic copy of the Change order reports submitted to County about status of change orders.
	2.8	One electronic copy of the log of claims and disputes
	2.8	Project Controls
	2.8.4	One electronic copy of the periodic reports to County of status of construction schedule.
	2.9	Field Inspection
	2.9.2	One electronic copy of the written reports of observations.
	2.9.3	One electronic copy of the notices to contractor and County of non-conforming work.
	2.10	Shop Drawings, Samples and Submittals
	2.10.1	One electronic copy of the log of shop drawings, samples and submittals.
	2.11	Design Clarifications
	2.11.1	One electronic copy of the log of contractors requests for information or clarification.
	4.2	Record drawings
		One electronic copy of the design drawings revisions to reflect record information.
12		Program Management Services thru Jan 01, 2007
	1	Program Management
	1.1	Program Management and Administration
		One electronic copy of the Progress Reports
		Project status with summary monthly progress reports
		Project status with detailed monthly progress reports
		Project status with quarterly issuance of program portfolio
	1.2	Program Controls
		One electronic copy of the Revised, updated cost loaded schedule
		On-going cost reporting compared to budgets
		One electronic copy of the (ETC) and (EAC)
		One electronic copy of the strategic financial planning model
	1.3	Construction Cost Estimating
		One electronic copy of the planning level cost estimates for CIP projects
	1.4	Contract Administration
		One electronic copy of the Rpt detailing required specs to implement Procurement Plan.
	2	Program Design Management
	2.1	Design Project Development
		One electronic copy of the standard design criteria and outline scope for each project
	2.2	Design Project Management
		One electronic copy of the constructability review for each program project
	3	Program Construction Management

**SEMINOLE COUNTY / CH2M HILL
PROGRAM MANAGEMENT AUDIT
WORK ORDER - DELIVERABLES**

Draft / Work Product

Work Order	Task #	Description
		Information Requested in Blue
	3.1	Program Construction Management
		One electronic copy of the summary report of the four inspection training sessions
		One electronic copy of the monthly progress reports.
		One electronic copy of the Assessment of design consultants services during construction
	3.2	Project Construction Engineering and Inspection Services
		One electronic copy of the log of all communications
		One electronic copy of the log of disputes
		One electronic copy of the punch lists prepared
		One electronic copy of the documentation prepared for substantial completion and acceptance
		One electronic copy of the documentation prepared for final completion and acceptance
	4	Public Communications and Public Outreach
	4.2	Public Outreach Plan
		One electronic copy of the Monthly program status reports
		One electronic copy of the Monthly CIP program update
		One electronic copy of the Monthly news letter
		One electronic copy of the Monthly summary of public involvement activities
	5	Information Technology Coordination
	5.2	Program Web Site Operation and Maintenance
	5.3	Enterprise Data Warehouse - SCESD Business Process Documentation and Program IT Activities
		One electronic copy of the Mtg minutes of Assimilation Workshop
		One electronic copy of the Progress Mtg Minutes
		One electronic copy of the SCESD Business Progress,
		One electronic copy of the Suggested Enhancements and Recommended Apps
	5.4	GIS Realignment Staff Augmentation Services
		One electronic copy of the Quality Control Review doc
		One electronic copy of the SOP describing best practices for GPS data collection,
		One electronic copy of the Documentation of current utility infrastructure geodatabase
		One electronic copy of the QC review document
		One electronic copy of the Standard operating procedure document
13		Yankee Lake Surface Water Treatment Facility Permitting Assistance
	1	SJRWMD Consumptive Use Permit
		One electronic copy of the application for reuse augmentation CUP
	2	Wastewater Treatment Plant Permit
		One electronic copy of the application for substantial modification to construct the facility
	3	Environmental Resource Permit - Storm water
		One electronic copy of the construction documents - drainage plans
	4	Environmental Resource Permit - Permitting & Coordination
	4.1	Agency Meetings
		One electronic copy of the joint permit application package
		One electronic copy of the project narrative
	5	Environmental Resource Permit - Environmental Evaluation
	5.8	Wetland Inventory Report
		One electronic copy of the wetlands inventory report
	5.11	Provide Environmental Support for Federal Environmental Permitting
		One electronic copy of the Waters of the United States surface water delineation
	5.14	Graphics and Permit Application Support
		One electronic copy of the following:

**SEMINOLE COUNTY / CH2M HILL
PROGRAM MANAGEMENT AUDIT
WORK ORDER - DELIVERABLES**

Draft / Work Product

Work Order	Task #	Description
		Information Requested in Blue
		ERP application graphics
		Location map
		Vegetative and land use map
		Soils maps
		Wetland delineation schematics
		Conceptual mitigation graphics
		ERP wetland tables
		Species exhibits
		Dredge and fill calculations and drawings
	5.17	Listed Species Consultation and Survey
		One electronic copy of the Preliminary surveys to determine wildlife species
		One electronic copy of the mitigation option for each species listed
	6	Arbor Permit
		One electronic copy of the County arbor permit
	7	Development Review Committee (DRC) Permit
		One electronic copy of the County DRC permit
15		Yankee Lake Surface WWT Construction Document Preparation and Sludge Management Design
	A	Surface Water Plant Sludge Management Design
		One electronic copy of the Project definition
	B	Construction Document Preparation
		One electronic copy of the final construction documents
17		Program Management Services April 14-30, 2007
	1	Program Management
	1.1	Program Management and Administration
		One electronic copy of the Program Management Plan Updates
		One electronic copy of the Developed progress reports:
		One electronic copy of the Summary monthly reports
	1.2	Program Controls
		One electronic copy of the Revised cost loaded schedule
		One electronic copy of the monthly updates
	1.3	Construction Cost Estimating
		One electronic copy Updated estimate of cost per CIP project
	1.4	Contract Administration
		One electronic copy of the Draft Rpt detailing required specs to implement Procurement Plan.
	2	Program Design Management
	2.1	Design Project Development
		One electronic copy of the project definition memorandum
	3	Program Construction Management
		One electronic copy of the monthly progress reports.
	3.2	Project Construction Engineering and Inspection Services
		One electronic copy of the log all communications
		One electronic copy of the reports of on-site observations of contractors work
		One electronic copy of the reports of Deficient and Non Conforming work
	5	Information Technology Coordination
	5.1	Asset Management Support
		One electronic copy of the Minutes to document meeting results
	5.4	Enterprise Data Warehouse (Data Mart)

**SEMINOLE COUNTY / CH2M HILL
PROGRAM MANAGEMENT AUDIT
WORK ORDER - DELIVERABLES**

Draft / Work Product

Work Order	Task #	Description
		Information Requested in Blue
		One electronic copy of the Prioritization meeting minutes
	5.6	Task Management and Meeting Coordination
		One electronic copy of the Management and meeting coordination concerning SCINet meeting updates Status reports
24		Orange Blvd. Utility Adjustments & Orange Blvd. Roadway & Drainage Adjustments Construction Management Services
	1	Services During the Construction Phase
	1.1	Project Management
		One electronic copy of the progress reports
	1.2.1	Pre-Construction Conference
		One electronic copy of the pre-construction meeting
	1.2.3	Communications
		One electronic copy of the log of all communications
	1.2.4	Project Site Meetings
		One electronic copy of the weekly report
	1.4.4	Change Order Reports
		One electronic copy of the periodic status report of change orders to County
	1.4.7	Claims and Disputes
		One electronic copy of the log of all claims and disputes
	1.5	Project Controls
	1.5.3	Sampling and Testing Log
		One electronic copy of the Sampling and Testing Log
	1.5.4	Incorporated Materials Log
		One electronic copy of the log of material incorporated into the work
	1.5.6	Periodic Reports
		One electronic copy of the monthly reports to County as to the status of construction schedule, completion dates, contract price, retainage, pending changes
	1.6	Field Inspection
	1.6.2	Review of Work
		One electronic copy of the daily reports on site observations of the work
	1.6.5	Review of Shop Drawings, Samples & Submittals
		One electronic copy of the Log of submittals
	1.8	Services During the Close-Out Phase
	1.8.1	Punch List
		One electronic copy of the punch list
	1.8.4	Record Drawings
		One electronic copy of the revision of the drawings to reflect record information
ALL WORK ORDERS		One electronic copy of all amendments to work orders

TABLE 1
Work Order 1 Cost Estimate

Task Description	Functional Labor Category	Hours	Rate	Amount
LABOR				
Task A1 - MOBILIZATION				
	PRINCIPAL	12	\$316.38	\$3,796.56
	PROGRAM MANAGER	62	\$188.54	\$11,689.23
	ASSISTANT PROGRAM MANAGER	92	\$152.79	\$14,056.68
	ENGINEERING MANAGER	72	\$126.35	\$9,097.20
	SENIOR REVIEWER/CONSULTANT	48	\$202.87	\$9,737.76
	SENIOR PROJECT CONTROLS SPECIALIST	139	\$132.25	\$18,382.75
	PROJECT CONTROL SPECIALIST	80	\$83.13	\$6,650.40
	CHIEF ENGINEER/PRINCIPAL TECHNOLOGIST	20	\$133.66	\$2,673.20
	PROFESSIONAL ENGINEER/SCIENTIST/CONSULTANT	15	\$91.97	\$1,379.55
	PROFESSIONAL ENGINEER/SCIENTIST/CONSULTANT	18	\$86.33	\$1,553.94
	PROJECT ENGINEER/SCIENTIST/CONSULTANT	17	\$99.14	\$1,685.38
	PROJECT ENGINEER/SCIENTIST/CONSULTANT	30	\$78.51	\$2,355.30
	PUBLIC INVOLVEMENT COORDINATOR	39	\$79.26	\$3,091.14
	EDITOR	80	\$113.75	\$9,100.00
	SENIOR CONTRACT ADMINISTRATOR	24	\$88.21	\$2,117.04
	PROJECT ACCOUNTANT	32	\$59.84	\$1,914.88
	OFFICE CLERICAL	40	\$49.40	\$1,976.00
	Subtotal for A1 - MOBILIZATION	820		\$101,257.01
Task A2 - PROGRAM DELIVERY PLAN/VALIDATION				
	PRINCIPAL	8	\$316.38	\$2,531.04
	PROGRAM MANAGER	200	\$188.54	\$37,707.20
	ASSISTANT PROGRAM MANAGER	312	\$152.79	\$47,670.48
	ENGINEERING MANAGER	152	\$126.35	\$19,205.20
	SENIOR REVIEWER/CONSULTANT	24	\$194.55	\$4,669.20
	SENIOR REVIEWER/CONSULTANT	24	\$202.87	\$4,868.88
	SENIOR COST ESTIMATOR	92	\$112.90	\$10,386.80
	SENIOR PROJECT CONTROLS SPECIALIST	34	\$132.25	\$4,496.50
	PROJECT CONTROL SPECIALIST	144	\$83.13	\$11,970.72
	CHIEF ENGINEER/PRINCIPAL TECHNOLOGIST	6	\$133.66	\$801.96
	CHIEF ENGINEER/PRINCIPAL TECHNOLOGIST	28	\$185.94	\$5,206.32
	PROJECT ENGINEER/SCIENTIST/CONSULTANT	50	\$99.14	\$4,957.00
	ENGINEER/SCIENTIST/CONSULTANT	150	\$72.54	\$10,881.00

PUBLIC INVOLVEMENT COORDINATOR	260	\$79.26	\$20,607.60
EDITOR	108	\$113.75	\$12,285.00
SENIOR CONTRACT ADMINISTRATOR	10	\$88.21	\$882.10
PROJECT ACCOUNTANT	6	\$59.84	\$359.04
OFFICE CLERICAL	204	\$49.40	\$10,077.60
Subtotal for A2 - PROGRAM DELIVERY PLAN/VALIDATION	1812		\$209,563.64

Task A3 - IMMEDIATE ACTION PLAN

PRINCIPAL	8	\$316.38	\$2,531.04
PROGRAM MANAGER	75	\$188.54	\$14,140.20
ASSISTANT PROGRAM MANAGER	100	\$152.79	\$15,279.00
ENGINEERING MANAGER	140	\$126.35	\$17,689.00
SENIOR COST ESTIMATOR	35	\$112.90	\$3,951.50
SENIOR COST ESTIMATOR	65	\$105.08	\$6,830.20
SENIOR PROJECT CONTROLS SPECIALIST	33	\$132.25	\$4,364.25
PROJECT CONTROL SPECIALIST	110	\$83.13	\$9,144.30
CHIEF ENGINEER/PRINCIPAL TECHNOLOGIST	53	\$133.66	\$7,083.98
CHIEF ENGINEER/PRINCIPAL TECHNOLOGIST	25	\$185.94	\$4,648.50
PROFESSIONAL ENGINEER/SCIENTIST/CONSULTAN T	10	\$91.97	\$919.70
PUBLIC INVOLVEMENT COORDINATOR	15	\$79.26	\$1,188.90
EDITOR	61	\$113.75	\$6,938.75
SENIOR CONTRACT ADMINISTRATOR	25	\$88.21	\$2,205.25
OFFICE CLERICAL	65	\$49.40	\$3,211.00
Subtotal for A3 - IMMEDIATE ACTION PLAN	820		\$100,125.57

Task A4 - CONSULTANT COORDINATION

PROGRAM MANAGER	18	\$188.54	\$3,393.65
ASSISTANT PROGRAM MANAGER	22	\$152.79	\$3,361.38
ENGINEERING MANAGER	23	\$126.35	\$2,906.05
SENIOR COST ESTIMATOR	24	\$105.08	\$2,521.92
SENIOR PROJECT CONTROLS SPECIALIST	3	\$132.25	\$396.75
PROJECT CONTROL SPECIALIST	14	\$83.13	\$1,163.82
CHIEF ENGINEER/PRINCIPAL TECHNOLOGIST	14	\$133.66	\$1,871.24
PUBLIC INVOLVEMENT COORDINATOR	14	\$79.26	\$1,109.64
EDITOR	8	\$113.75	\$910.00
Subtotal for A4 - CONSULTANT COORDINATION	140		\$17,634.45

Task A5 - GIS SUPPORT

PROGRAM MANAGER	20	\$188.54	\$3,770.72
ASSISTANT PROGRAM MANAGER	32	\$152.79	\$4,889.28
GIS ANALYST	350	\$100.79	\$35,276.50

Subtotal for A5 - GIS SUPPORT	402	\$43,936.50
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Task A6 - ADDITIONAL SERVICES

PRINCIPAL	8	\$340.43	\$2,723.44
PROGRAM MANAGER	33	\$188.54	\$6,221.69
ASSISTANT PROGRAM MANAGER	40	\$152.79	\$6,111.60
ENGINEERING MANAGER	75	\$126.35	\$9,476.25
SENIOR REVIEWER/CONSULTANT	8	\$218.29	\$1,746.32
SENIOR COST ESTIMATOR	31	\$105.08	\$3,257.48
SENIOR COST ESTIMATOR	33	\$112.90	\$3,725.70
PROJECT CONTROL SPECIALIST	39	\$83.13	\$3,242.07
CHIEF ENGINEER/PRINCIPAL TECHNOLOGIST	24	\$133.66	\$3,207.84
SENIOR PROFESSIONAL ENGINEER/SCIENTIST/CONSULTANT	30	\$144.82	\$4,344.60
PROFESSIONAL ENGINEER/SCIENTIST/CONSULTANT	100	\$98.96	\$9,896.00
PROJECT ENGINEER/SCIENTIST/CONSULTANT	61	\$84.48	\$5,153.28
ENGINEER/SCIENTIST/CONSULTANT	100	\$74.39	\$7,439.00
GIS ANALYST	60	\$100.79	\$6,047.40
SENIOR TECHNICIAN	40	\$89.97	\$3,598.80
PUBLIC INVOLVEMENT COORDINATOR	40	\$85.29	\$3,411.60
EDITOR	40	\$122.40	\$4,896.00
OFFICE CLERICAL	71	\$49.40	\$3,507.40

Subtotal for A6 - ADDITIONAL SERVICES	833	\$88,006.47
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Labor Total	4827	\$560,524
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EXPENSE

Task A1-A6 Expenses

Task A1-A6 Expenses	\$187,130
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Subtotal for 01-02 Expenses	\$187,130
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Expense Total	\$187,130
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Work Order 1 Grand Total	\$747,654
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TABLE 1
Work Order 5 Cost Estimate

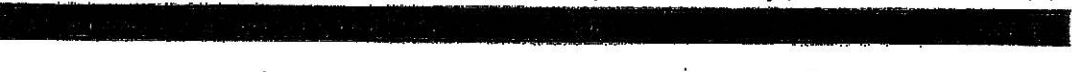
Name	Hours	Rate	Amount
LABOR			
Task 01 - I-4 ORANGE BLVD			
SR. CONSTRUCTION MANAGER	130	\$150.00	\$19,500.00
Subtotal for 01 - I-4 ORANGE BLVD	130		\$19,500.00
Task 02 - RED BUG LAKE PARK			
SR. CONSTRUCTION MANAGER	40	\$150.00	\$6,000.00
Subtotal for 02 - RED BUG LAKE PARK	40		\$6,000.00
Task 03 - US 17/92 CRA WATER AND SEWER EXPANSION			
SR. CONSTRUCTION MANAGER	200	\$160.00	\$32,000.00
SR. CONSTRUCTION MANAGER	304	\$150.00	\$45,600.00
Subtotal for 03 - US 17/92 CRA WATER SEWER EXPANSION	504		\$77,600.00
Labor Total	674.00		\$103,100.00
EXPENSE			
Task 01-03 Expenses			
Task 01-03 Expenses			\$8,300.00
Subtotal for 01-03 Expenses			\$8,300.00
Expense Total			\$8,300.00
Work Order 5 Grand Total			\$111,400.00

Seminole County Program Management Services – FY07 ending Jan 07

Task/Functional Category	Hours	Rate	Fee
Task 1 - Program Management			
PRINCIPAL	12	\$290.20	\$3,482
PROGRAM MANAGER	485	\$198.00	\$96,010
ASSISTANT PROGRAM MANAGER	489	\$150.00	\$78,240
SENIOR COST ESTIMATOR	50	\$120.00	\$6,000
SENIOR PROJECT CONTROL SPECIALIST	142	\$135.00	\$19,170
PROJECT CONTROLS SPECIALIST	1125	\$84.00	\$97,875
CHIEF ENGINEER/PRINCIPAL TECHNOLOGIST	73	\$173.00	\$12,629
SENIOR PROFESSIONAL ENGINEER/SCIENTIST/CONSULTANT	110	\$156.00	\$17,160
PROFESSIONAL ENGINEER/SCIENTIST/CONSULTANT	180	\$104.00	\$18,720
TECHNICIAN	21	\$84.00	\$1,764
SENIOR CONTRACT ADMINISTRATOR	188	\$88.00	\$16,612
PROJECT ACCOUNTANT	489	\$68.00	\$33,006
OFFICE CLERICAL	337	\$56.00	\$18,848



Task 2 - Program Design Management			
ENGINEERING MANAGER	416	\$129.00	\$53,664
SENIOR REVIEWER/CONSULTANT	127	\$197.00	\$25,019
CHIEF ENGINEER/PRINCIPAL TECHNOLOGIST	260	\$173.00	\$45,250
SENIOR PROFESSIONAL ENGINEER/SCIENTIST/CONSULTANT	318	\$156.00	\$49,608
PROFESSIONAL ENGINEER/SCIENTIST/CONSULTANT	900	\$104.00	\$93,600
PROJECT ENGINEER/SCIENTIST/CONSULTANT	510	\$88.30	\$45,033
OFFICE CLERICAL	787	\$58.00	\$45,646



Task 3 - Program Construction Management			
CONSTRUCTION MANAGER	800	\$153.00	\$122,400
CONSTRUCTION INSPECTOR	475	\$66.00	\$31,350
SENIOR PROFESSIONAL ENGINEER/SCIENTIST/CONSULTANT	103	\$158.00	\$16,088



Task 4 - Public Communications and Outreach			
CONSTRUCTION MANAGER	41	\$153.00	\$6,273
PROFESSIONAL ENGINEER/SCIENTIST/CONSULTANT	108	\$104.00	\$11,232



Task 5 - Information Technology Coordinator

SENIOR PROFESSIONAL ENGINEER/SCIENTIST/CONSULTANT	357	\$156.00	\$55,692
GIS STAFF ANALYST	620	\$88.80	\$55,056



CTY	Budget	
56601	40100 Potable Water Treatment Plant Rehab	\$28,134
64501	40100 Potable Water Improvements	\$15,104
64702	40100 Lockwood Rd Potable Water Main	\$13,242
65101	40100 Lake Emma Rd. Utility Replacement/Upgrade CM/IN	\$22,490
65201	40100 Potable Water for Minor Roads PGM	\$138,151
82904	40100 Pump Station Upgrades	\$64,812
83101	40100 Collection System Enhancements	\$4,043
115701	40100 Chemical Feed Systems Rehabilitation	\$3,506
181201	40103 Yankee Lake Rd/SR 46 Reclaim Trans. Main	\$64,420
181201	40103 Yankee Lake Rd/SR 46 Reclaim Trans. Main	\$79,395
182801	40103 SR426-SR436 Master Lift Station	\$199,990
193201	40102 Lake Brantley WTP Fire Flow Improvements	\$9,846
195201	40103 Yankee Lake WRF Expansion and Rerate	\$43,523
199901	40100 Greenwood Lakes WRF Sludge Processing Sys	\$87,587
200401	40100 Markham WTP Aquifer Storage & Recovery Sys	\$9,886
201101	40100 Consumptive Use Permit Consolidation	\$41,213
203101	40100 Security Improvements Enhancements	\$36,982
216801	40102 Markham Regional WTP Improvement	\$33,752
216701	40102 Markham WTP Expansion/Forced Draft Aeration	\$36,582
217101	40103 Heathrow Blvd Reclaimed Water Main	\$85,034
217201	40103 Residential Reclaim Water Main Retrofit-Ph II	\$26,772
217601	40103 NW Reclaimed Water System Augment. Well	\$35,376
218001	40103 Sylvan Lake Rd/Lake Markham Rd Force Main	\$26,780
228001	40103 Residential Reclaim Water Main Retrofit-Ph III	\$166,982
249801	40102 CRA Fern Park Utilities	\$24,538
249801	40103 CRA Fern Park Utilities	\$24,538
254201	40100 FDOT I-4 at Ramp B1	\$7,105
Total		\$1,202,777

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**YANKEE LAKE SURFACE WATER FACILITY
CONSTRUCTION DOCUMENT PREPARATION AND SLUDGE MANAGEMENT DESIGN**

TASK	FUNCTIONAL CATEGORY	NO. OF HOURS	RATE	TOTAL
PROJECT MANAGEMENT				
	SENIOR PROFESSIONAL			
	ENGINEER/SCIENTIST/CONSULTANT	920	\$160.00	\$147,200
	PROJECT CONTROLS SPECIALIST	300	\$75.00	\$22,500
	SENIOR CONTRACT ADMINISTRATOR	40	\$90.00	\$3,600
	SENIOR TECHNICIAN	920	\$120.00	\$110,400
	PROJECT ACCOUNTANT	58	\$58.00	\$3,364
	OFFICE CLERICAL	560	\$58.00	\$32,480
GENERAL				
	SENIOR PROFESSIONAL			
	ENGINEER/SCIENTIST/CONSULTANT	4	\$160.00	\$640
	TECHNICIAN	7	\$90.00	\$630
DEMOLITION				
	SENIOR PROFESSIONAL			
	ENGINEER/SCIENTIST/CONSULTANT	8	\$160.00	\$1,280
	TECHNICIAN	16	\$90.00	\$1,440
CIVIL				
	SENIOR PROFESSIONAL			
	ENGINEER/SCIENTIST/CONSULTANT	144	\$160.00	\$23,040
	PROJECT ENGINEER/SCIENTIST/CONSULTANT	268	\$130.00	\$37,440
	TECHNICIAN	576	\$90.00	\$51,840
ARCHITECTURAL				
	ARCHITECT	192	\$110.00	\$21,120
	TECHNICIAN	268	\$90.00	\$25,920
STRUCTURAL				
	SENIOR PROFESSIONAL			
	ENGINEER/SCIENTIST/CONSULTANT	288	\$160.00	\$46,080
	PROJECT ENGINEER/SCIENTIST/CONSULTANT	576	\$130.00	\$74,880
	SENIOR TECHNICIAN	600	\$100.00	\$60,000
PROCESS MECHANICAL				
	SENIOR PROFESSIONAL			
	ENGINEER/SCIENTIST/CONSULTANT	768	\$160.00	\$122,880
	PROJECT ENGINEER/SCIENTIST/CONSULTANT	768	\$130.00	\$99,840
	TECHNICIAN	768	\$90.00	\$69,120
YARD/SITE PIPING				
	PROJECT ENGINEER/SCIENTIST/CONSULTANT	576	\$130.00	\$74,880
	SENIOR TECHNICIAN	576	\$100.00	\$57,600

**YANKEE LAKE SURFACE WATER FACILITY
CONSTRUCTION DOCUMENT PREPARATION AND SLUDGE MANAGEMENT DESIGN**

TASK	FUNCTIONAL CATEGORY	HOURS	RATE	TOTAL
HVAC				
	SENIOR PROFESSIONAL ENGINEER/SCIENTIST/CONSULTANT	151	\$160.00	\$24,160
	TECHNICIAN	250	\$90.00	\$22,500
PLUMBING				
	SENIOR PROFESSIONAL ENGINEER/SCIENTIST/CONSULTANT	288	\$160.00	\$46,080
	TECHNICIAN	384	\$90.00	\$34,560
ELECTRICAL				
	SENIOR PROFESSIONAL ENGINEER/SCIENTIST/CONSULTANT	275	\$160.00	\$44,000
	PROJECT ENGINEER/SCIENTIST/CONSULTANT	580	\$130.00	\$75,400
	TECHNICIAN	580	\$90.00	\$52,200
INSTRUMENTATION AND CONTROL				
	SENIOR PROFESSIONAL ENGINEER/SCIENTIST/CONSULTANT	550	\$160.00	\$88,000
	TECHNICIAN	700	\$90.00	\$63,000
COST ESTIMATING				
	SENIOR COST ESTIMATOR	180	\$100.00	\$18,000
	COST ESTIMATOR	320	\$75.00	\$24,000
SPECIFICATIONS				
	OFFICE CLERICAL	960	\$58.00	\$55,680
QA/QC				
	CHIEF ENGINEER/PRINCIPAL TECHNOLOGIST	480	\$175.00	\$84,000

Schedule

This work order covers the April 16, 2007 through April 27, 2007 period of delivery of the Environmental Services Capital Improvement Plan (CIP) funded by the December 07, 2006 Bond Proceed disbursement. Project list includes all projects identified prior to March 2007 and encumbered prior to September 2008.

Compensation

The estimated level of effort and cost for this Work order is \$201,993.

Table 1 below provides a breakdown of these costs into work order elements, Tasks 1 through 5. Payment to the Program Manager for services is to be in accordance with Section 7.(a), (d) of the contract, the Fixed Fee Basis of payment.

Table 1
Work Order 17

LABOUR	Name	Hours	Rate	Amount
Task 01 - PROGRAM MANAGEMENT				
	PRINCIPAL	1	\$250.00	\$250.00
	PROGRAM MANAGER	60	\$190.00	\$11,400.00
	ASSISTANT PROGRAM MANAGER	64	\$170.00	\$10,960.00
	SENIOR COST ESTIMATOR	20	\$100.00	\$2,000.00
	SENIOR PROJECT CONTROLS SPECIALIST	80	\$100.00	\$8,000.00
	PROJECT CONTROL SPECIALIST	200	\$90.00	\$18,000.00
	SENIOR PROFESSIONAL ENGINEER/SCIENTIST/CONSULTANT	48	\$150.00	\$7,200.00
	SENIOR CONTRACT ADMINISTRATOR	40	\$80.00	\$3,200.00
	PROJECT ACCOUNTANT	10	\$88.00	\$880.00
	OFFICE CLERICAL	80	\$56.00	\$4,480.00
	Subtotal for 01 - PROGRAM MANAGEMENT	641		\$73,910.00
Task 02 - PROGRAM DESIGN MANAGEMENT				
	ENGINEERING MANAGER	80	\$160.00	\$12,800.00
	CHIEF ENGINEER/PRINCIPAL TECHNOLOGIST	70	\$190.00	\$13,300.00
	SENIOR PROFESSIONAL ENGINEER/SCIENTIST/CONSULTANT	60	\$160.00	\$9,600.00
	PROFESSIONAL ENGINEER/SCIENTIST/CONSULTANT	30	\$180.00	\$5,400.00

PROJECT ENGINEER/SCIENTIST/CONSULTANT	80	\$100.00	\$8,000.00
Subtotal for 02 - PROGRAM DESIGN MANAGEMENT			\$47,500.00
Task 03 - PROGRAM CONSTRUCTION MANAGEMENT			
SENIOR CONSTRUCTION MANAGER	80	\$150.00	\$12,000.00
CONSTRUCTION MANAGER	80	\$130.00	\$10,400.00
Sr CONSTRUCTION INSPECTOR	80	\$90.00	\$7,200.00
Subtotal for 03 - PROGRAM CONSTRUCTION MANAGEMENT			\$30,400.00
Task 05 - Information Technology Support			
CHIEF ENGINEER/PRINCIPAL TECHNOLOGIST	6	\$190.00	\$1,140.00
SENIOR PROFESSIONAL ENGINEER/SCIENTIST/CONSULTANT	134	\$160.00	\$21,440.00
PROFESSIONAL ENGINEER/SCIENTIST/CONSULTANT	70	\$130.00	\$9,100.00
GIS ANALYST	32	\$130.00	\$4,160.00
STAFF GIS ANALYST	80	\$90.00	\$7,200.00
SENIOR TECHNICIAN	4	\$90.00	\$360.00
Subtotal for 05 - Information Technology Support			\$43,400.00
Grand Total		1,527	\$185,510.00
EXPENSE			
Tasks 1-5			\$6,663.00
Work Order 17 Grand Total			\$201,993.00

CH2M HILL 2 Week Work Order

PIR	PIR Description	2Wk	Fund #	Phase
21701	OVERSIZING/EXTENSIONS	\$1,212	40103	P,DM,B,CM
21701	OVERSIZING/EXTENSIONS	\$808	40102	P,DM,B,CM
24803	SCADA SYSTEM UPGRADES	\$1,026	40105	P
56801	WATER PLANT REHABILITATIONS	\$652	40105	P, DM
64591	WATER DISTRIBUTION UPGRADES	\$1,760	40105	P, DM
64808	EAST LAKE DRIVE WATER MAIN	\$828	40102	CM
64702	LOCKWOOD RD WATER MAIN	\$832	40100	CM
67201	CR15 UTILITY ADJUSTMENTS	\$1,894	40105	PT
68204	PUMP STATION UPGRADES	\$1,136	40105	P, DM
88101	COLLECTION SYSTEM UPGRADES	\$486	40105	P
16701	CHEMICAL FEED SYSTEM UPGRADE	\$3,512	40105	P, DM
164501	EASTERN REGIONAL RECLAIMED	\$2,220	40103	PT
164801	OMEDCO COUNTY RECLAIMED	\$1,008	40103	PT
168801	SE/LK HAYES WATER MAIN PHASE II	\$6,988	40105	P,DM
164205	YANKEE LK ROAD RECLAIMED MAIN	\$11,842	40105	B, CM
181801	YANKEE LK SURFACE WATER PLANT	\$5,312	40105	PT
188301	LK MONROE GROUND STORAGE TANK	\$1,582	40105	P, DM
184101	AUTOMATED VALVE INSTALLATIONS	\$188	40100	PT
185201	YANKEE LK PLANT EXPANSION/RERATE	\$24,582	40105	DM, B CM
185501	WATER QUALITY IMPROVEMENTS	\$982	40105	P
185701	WATER QUALITY PLANT UPGRADES	\$7,302	40105	P, DM
200401	MARKHAM AQUIFER STORAGE WELL	\$584	40100	PT
201201	EMERGENCY POWER SYSTEMS	\$6,308	40105	P, DM
203201	FWS WATER SYSTEM UPGRADES	\$12,748	40105	P, DM
208301	EWS WATER PLANT UPGRADES	\$18,628	40105	P, DM
209601	YANKEE LAKE ROAD WATER MAIN	\$4,258	40105	B, CM
209901	APPLE VALLEY PUMP STA UPGRADE	\$550	40105	P, DM
204001	TRI-PARTY OPTIMIZATION PROGRAM	\$3,020	40105	PT
207801	ORANGE BLVD UTILITY ADJUSTMENTS	\$16,124	40105	DM
214701	RISEING SUN BLVD WATER MAIN	\$1,368	40105	P, DM
218601	MARKHAM PLANT WELLS 4 & 5	\$3,518	40105	DM
218901	LONGPOND ROAD WATER MAIN	\$2,158	40105	P, DM
217201	BEATHROW BLVD RECLAIMED MAIN	\$23,945	40105	P, DM
217201	RESIDENTIAL RECLAIM RETROFIT PH 2	\$9,180	40105	DM
217401	LONGWOOD/MARKHAM RD UTILITIES	\$15,350	40105	P, DM
217801	NW RECLAIM AUGMENTATION WELL	\$1,474	40105	P, DM
218001	SYLVAN LAKE ROAD FORCE MAIN	\$770	40108	P, DM
227401	GREENWOOD RECLAIM PLANT RERATE	\$4,974	40105	P
223701	PUMP STATION ODOR CONTROL	\$288	40105	P
		\$207,893		

Legend

- P = Planning
- DM = Design Management
- B = Bid & Award
- CM = Construction Management
- PT = Project Tracking Only

Attachment A

Construction Management and Inspection Services for Orange Blvd.

Task Description		Hours	Rate		Amount	
Construction Manager						
2008	Construction Mgr. / RE	1512	\$50.00	\$75,600.00	2.76	\$208,856.00
2009	Construction Mgr. / RE	1384	\$52.50	\$72,660.00	2.76	\$200,541.60
Labor Subtotal					\$409,197.60	

Senior Construction Inspector						
2008	Sr. Construction Inspector	1512	\$35.00	\$52,920.00	2.76	\$146,059.20
2009	Sr. Construction Inspector	1384	\$36.75	\$50,882.00	2.76	\$140,379.12
Labor Subtotal					\$286,438.32	

Construction Inspector						
2008	Construction Inspector	1048	\$26.00	\$27,248.00	2.76	\$75,204.48
2009	Construction Inspector	512	\$27.30	\$13,977.60	2.76	\$38,578.18
Labor Subtotal					\$113,782.66	

Labor Total **\$809,418.58**

Project Expense Detail		Months	Rate	Amount
Vehicle #1	Lease	17	\$650.00	\$11,050.00
Vehicle #2	Lease	17	\$650.00	\$11,050.00
Vehicle #3	Lease	9	\$650.00	\$5,850.00
Vehicle #1	Fuel	17	\$250.00	\$4,250.00
Vehicle #2	Fuel	17	\$250.00	\$4,250.00
Vehicle #3	Fuel	9	\$250.00	\$2,250.00

Expense Total **\$38,700.00**

Lump Sum Total **\$848,118.58**

Task 4 - Geotechnical / Materials Testing (Time and Materials) **\$18,234.40**

TOTAL **\$866,352.98**

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