

MEMORANDUM NO. 03-07

DATE: January 24, 2003

TO: Assistant City Manager/Greg Kisela

SUBJECT: Contract Compliance Review – Recreational Design and Construction, Inc., (RDC) Welcome Park – Phase I – Project 9995

Enclosed is a copy of the Final Report of Audit on the Contract Compliance Review – Recreational Design and Construction, Inc., (RDC) Welcome Park – Phase I – Project 9995.

Allyson C. Love Internal Audit Director

1 Attachment - Final Report of Audit

c: Floyd T. Johnson/City Manager Bud Bentley/Assistant City Manager Damon Adams/Finance Director Harry Stewart/City Attorney Hector Castro/City Engineer Ed Udvardy/Manager of General Services Fernando Vazquez/Assistant City Engineer

ACL/cs

- **DATE:** November 14, 2002
- **TO:** Assistant City Manager/Greg Kisela
- VIA: Director of Internal Audit/Allyson C. Love
- **FROM:** Staff Auditor/Renee Foley/5851

SUBJECT: Contract Compliance Review of Recreational Design and Construction, Inc. (RDC)-Welcome Park Phase I (Project 9995)

BACKGROUND

The City of Fort Lauderdale (City) entered into a three year Design/Build Contract (Project No. 9988) with Recreational Design and Construction, Inc. (herein "RDC/Contractor") on February 15, 1999 through February 15, 2002. On January 23, 2002, the contract was extended for an additional two (2) years through February 15, 2004. The Contractor is required to provide design/build services for multiple small projects located within the City. These services include technical planning, design and engineering services, budgeting, cost estimating, and construction services.

In 1999, Alamo Rent-A-Car donated the property bounded by South Federal Highway, State Road 84 and Miami Road to the City of Fort Lauderdale for the purpose of creating a passive park. The City was responsible for the landscape beautification of the Welcome Park site by July 30, 2000. Project improvements included landscape, irrigation system, an identification sign and the relocation of SE 25th Street.

On April 18, 2000, the City Commission approved a Task Order from RDC for \$321,314 for Project 9995 Welcome Park Phase I (herein "Project") under the continuing Design Build Contract 9988 with a July 30, 2000 completion date as required in the agreement with Alamo. Based on a letter dated August 14, 2000 from Alamo Rent-A-Car, L.L.C., the City was granted a request to extend the construction deadline to September 30, 2000. The City approved Change Order No. 1 for \$5,800 on September 18, 2000 (adding 10 working days) and Change Order No. 2 for \$1,500 on October 20, 2000 (adding 30 working days).

The Public Services Department, Engineering and Project Management Division was responsible for the overall administration and management of the Project.

SCOPE

Our overall objective was to determine if RDC complied with the terms and conditions of Main Contract 9988. We judgmentally selected closed Project 9995, Welcome Park Phase One¹ to validate the accuracy of payments made to RDC and whether proper procedures/internal controls were in place to protect the City's assets. This review covered transactions and documents processed for the period July 2000 through May 2001 and were done according to generally accepted government auditing standards. The review was performed from August through October 2002.

OVERALL EVALUATION

RDC was not in compliance with the terms and conditions of the contract. The City overpaid RDC \$89,374 in project expenditure, direct labor, equipment and multiplier costs. Furthermore, we were unable to validate the appropriateness of payments totaling \$110,667 in project expenditures. Overall, we found significant issues of a material nature that jeopardize the City's assets. Internal control procedures were not adequate to validate all items and amounts on Payment Applications/Statement of Actual Costs were correct and all work had been timely performed/materials supplied prior to payment authorization. Immediate improvement and monitoring of contract terms is needed by the City, as well as Contractor to validate goals and objectives are met and assets are properly safeguarded for all small projects.

Analysis of RDC Final Accounting/Statement of Actual Costs

Welcome Park Phase I							
Task Order/EP02206	\$	321,314.00					
Change Order 1		5,800.00					
Change Order 2		1,500.00					
Not-to-Exceed Price	\$	328,614.00					

¹ Original Task Order approved by City Commission April 18, 2000 and final acceptance/inspection was on April 13, 2001.

	P	er RDC	Pe	er IA						
Type of Cost	F	inal Accting/		Eligible/	Questionable	Difference	Ineligible/	Amt City Pd RDC	Cit	y Over/
	ę	Statement of		Allowed		Multiplier	Disallowed	vs Actual Costs	(L	Jnder)
	1	Actual Costs						(Over)/Under	Pa	id RDC
Project Expenditures	\$	192,503.26	\$	63,602.00	\$ 110,666.57		\$ 18,234.69			
RDC In-house Labor		59,343.03		16,686.28	-		42,656.75			
RDC Equipment		14,278.00		1,980.50	-		12,297.50			
Multiplier		63,869.83		21,389.88		24,914.60	17,565.35			
Total	\$	329,994.12								
Not-to-Exceed Price City Paid RDC	\$	328,614.00	\$	103,658.66	\$ 110,666.57	\$ 24,914.60	90,754.29	(1,380.12)	\$ 8	9,374.17

Overpayments

FINDING 1

The City overpaid RDC \$89,374 which included project expenditures, direct labor, equipment, and multiplier costs.

Contract Provision 8(a) states final payment will only be made after an audited statement of all actual costs.

The City paid RDC \$328,614 of which 89,374 (27%) was determined to be ineligible/disallowed expenditures, as follows.

Cost Category	Amount	Schedule
Expenditures/Actual Cost	\$ 18,234.69	1
Direct Labor	42,656.75	2
Equipment	12,297.50	3
Multiplier	17,565.35	
Cost exceeding Upset Price	(1,380.12)	
Total	\$ 89,374.17	

Our review revealed various causes contributed to the overpayment, as follows.

- Payment Applications/Statement of Actual Costs included general condition costs which are included in the multiplier factor. Furthermore, labor and equipment included charges for non-reimbursable personnel who performed general condition labor and/or equipment tasks.
- No actual receipts were provided and/or photocopies of proposals were used as backup opposed to an actual invoice.

- Costs were not always supported by invoices, were posted to the incorrect project and/or were non-project related.
- Time recorded on labor and equipment logs did not substantiate time charged on RDC's Labor/Equipment Costs schedule.
- Equipment and labor costs were calculated using incorrect rates and labor staff descriptions were not in accordance with the contract.
- Unit of measure on Equipment Costs Schedule was stated in hours opposed to days and incorrect week ending dates were used for both labor and equipment costs.
- Overtime hours were worked by RDC without a City inspector present on site; thus, time was not allowable.
- RDC alleges noncompliance with various terms and conditions of the contract was due to certain modifications allowed by the Contract Administrator, which according to RDC were communicated verbally.
- No audit was conducted of the statement of actual costs to validate the accuracy of total project costs billed and paid to RDC. The City currently makes payments to RDC based on the percentage of completion method, even though Main Contract 9988 is cost-plus with an agreed upon not-to-exceed price with the basis for billing for compensation being actual cost. Furthermore, the City did not require source documentation to substantiate Statement of Actual Costs for accuracy.

Without verification of the appropriateness of the actual project expenditures, the City is unable to verify the accuracy of payments made and whether savings are due back to the City.

<u>RECOMMENDATIONS AND</u> <u>MANAGEMENT COMMENTS</u>

The *City Engineer* should:

<u>Recommendation 1</u>. Invoice RDC \$89,374.17 for the amount overpaid on Welcome Park Phase I.

Management Comment. Management concurred with the finding and recommendation and stated: "An in depth review of the project file revealed no written documentation from the Project Manager or Engineering staff that altered the pertinent provisions of the contract processing payments. documents relating to While verbal representation from employees of RDC indicated that they were directed to consider the project to be a "lump sum" contract payable in associated with percentage completion, increments of all documentation, including the contract itself and the approved task order proposal references the contract as being a not-to-exceed cost-plus contract. Therefore, the Engineering Bureau will place the contractor on notice that we intend to seek reimbursement of the amount that Internal Audit has identified as being overpaid.

Once the Internal Audit Report is finalized, the Office of the City Engineer shall issue a letter to the contractor officially notifying them of our intent to seek reimbursement, and transmitting the appropriate documentation developed in the Audit identifying the alleged overpayments." Estimated completion date January 17, 2003.

<u>Recommendation 2</u>. Require RDC as a matter of procedure to maintain actual store receipts to support vendor statement charges and have original invoices with backup documentation.

<u>Management Comment</u>. *Management concurred with the finding and recommendation and stated:* "We will advise RDC of their requirement under the terms and conditions of their contract with the City to maintain accurate original records and receipts of project related expenditures as part of the process of sorting through discrepancies identified under Recommendation 1. This will be effective immediately with the transmittal of our letter initiating negotiations with RDC for the return of any overcharged amounts (concurrent with the response to this audit report)." Estimated completion date January 17, 2003.

<u>Recommendation 3</u>. For future reference, specifically clarify/define the types of general condition costs which are included in the multiplier.

<u>Management Comment</u>. *Management concurred with the finding and recommendation and stated:* "All future design/build contracts will contain clear language defining allowable general condition costs and costs included in any multiplier. We will coordinate the amendment of our standard contract language with the City Attorney's Office. We will include this new language in any future Requests for Proposal for design bid jobs and in any task orders issued under current contracts, where allowed by the contract provisions." Estimated completion date January 17, 2003.

<u>Recommendation 4.</u> Modify contract language to include a verbal instructions procedure section stating, "No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors which are assigned by a person designated as authorized to bind the Contractor will be recognized by the City as duly authorized expressions on behalf of Contractors."

<u>Management Comment</u>. *Management concurred with the finding and recommendations and stated:* "Under Sections I-05 and 5-08 of the City of Fort Lauderdale Construction Standards, this provision is clear for all design/bid contracts. We agree that language needs to be added to the standard design/build contract emphasizing this provision. We will coordinate with the City Attorney's Office to develop the specific language to be used in future design build contracts. We anticipate this review may be completed and any necessary modifications to the standard design/build specifications adopted within 120 days of this response (approximately May 3, 2003)."

<u>Recommendation 5</u>. Require Contractor to submit with each contractor's application for payment for future small projects, detailed cost substantiation including payrolls, equipment logs, receipted invoices or invoices with check vouchers attached, and any other documentation to validate the accuracy of costs incurred by the Contractor for work performed on the project.

<u>Management Comment</u>. *Management concurred with the finding and recommendation and stated:* "Future <u>and current</u> work performed under the provisions of Project 9988 will be held to provisions of the contract

documents. Detailed cost substantiation will be required as part of the review process for processing any partial or final payments to the contractor for work performed. Implementation of this recommendation will be immediate." **This item is closed.**

<u>Recommendation 6</u>. Require a procedure be implemented to perform a review of the Statement of Actual Costs prior to final payment of the total project costs reconciled to the final contract billing to determine proper amount owed to Contractor or savings to City.

<u>Management Comment</u>. *Management concurred with the finding and recommendation and stated:* "Provisions to review and approve statements of actual costs are in place for most design/bid contracts that are administered through the Engineering Bureau. A similar procedure will be implemented for all design/build projects effective immediately with any task orders in effect or to be let under Project 9988 and with any future design/build contracts." This item is closed.

Appropriateness of Payments

FINDING 2

Internal Audit was unable to validate the appropriateness of payments made to RDC totaling \$110,667.

Contract Provision 9.4 requires FIRM to bind specifically every subcontractor and consultant to the applicable terms and conditions of this agreement for the benefit of City. All agreements, and any subsequent modifications thereof, between FIRM and subconsultants, design professionals and subcontractors shall be in writing. These agreements, including financial arrangements with respect to the Project shall be promptly and fully disclosed to City upon request.

The City paid RDC \$328,614 of which \$110,666.57 (34%) was determined to be questionable costs (**Schedule 4**).

The Contract Administrator did not enforce and require RDC to provide evidence to support all subcontractors/consultants were bound to the applicable terms and conditions of Main Contract 9988 via written agreements. Thus, subcontractor/consultant invoices/payment applications could not be validated. Furthermore, subconsultants invoices were lump sum and did not include quantity of hours, dates of service, staff type descriptions or contracted rates.

Use of written agreements with subcontractor/consultants which detail the basis for compensation and scope of services will enable the City to determine the appropriateness and accuracy of payments to RDC for work performed by subs.

<u>RECOMMENDATIONS AND</u> <u>MANAGEMENT COMMENTS</u>

The *City Engineer* should:

<u>Recommendation 7</u>. Require RDC to enter into written agreements with all subcontractor/consultants in connection with future small projects which bind the parties to the City's main contract terms and conditions, including financial arrangements with respect to scope of services for the project. The sub agreements should be provided to the City for review.

<u>Management Comment</u>. *Management concurred with the finding and recommendation and stated:* "Effective immediately, all open task orders and future task orders under Project 9988 will include the requirement that the general contractor enter into written agreements with sub-consultants/contractors. RDC will be required to submit copies of all sub agreements to the City." Estimated completion date February 1, 2003.

<u>Recommendation 8</u>. Require Contractor with respect to its subs to provide the City advance written notice and obtain the City's approval for any proposed subcontract change order. Sums submitted for any subcontract change order not in compliance with the above provision, should not be included in amounts owing to Contractor.

<u>Management Comment</u>. *Management concurred with the finding and recommendation and stated:* "We will require the general contractor to provide, in writing, notice of any change in terms of written agreements between the general contractor and any sub-consultants/contractors. Changes in contract scope or cost will only be approved through execution of an appropriate change order document in accordance with our standard provisions." This item is closed.

Business Ethics

FINDING 3

Conflict of interest situations may exist since RDC paid \$26,612 to subcontractor/consultants they were directly affiliated with.

Use of clear business standards/expectations during the course of contracts will eliminate any impropriety and/or avoid potential conflicts of interests.

RDC used the following subcontractors/consultants to perform services on the Project and no written agreements were entered into to establish the financial arrangement with respect to the scope of services.

Subcontractor/consultant	RDC Officer /	RDC	Sub Affiliation	Amount
	Employee	Affiliation		Paid
Florida Electric Service	Steven Siems	President/CEO	Director	\$ 14,911.65
Construction Consultants	Steven Siems	President/CEO	Former President	1,500.00
Corzo Castella Carballo	Cynthia Glunt	Office Manager	Professional	10,200.00
Thompson Salman, P.A.	-		Engineer/Spouse	

The City did not establish business ethics standards in Contract 9988 to avoid impropriety or potential conflicts of interest. Furthermore, no policy and competitive bids obtained procedures exist require be when to associations/affiliations exist between the Contractor and its subcontractors/consultants.

Establishment of clear business ethics standards will assist in the avoidance of improprieties or conflict of interest situations that could adversely impact dealings with the City.

<u>RECOMMENDATIONS AND</u> <u>MANAGEMENT COMMENTS</u>

The *City Engineer* should:

<u>Recommendation 9</u>. Establish a business ethics policy aimed at preventing actions or conditions which could result in a conflict with the City's best interests. These obligations shall apply to the activities of City, as well as contractor employees, agents, subcontractors/subconsultants, etc. Once

established, modify contract language to include this policy and incorporate language into all future contracts.

<u>Management Comment</u>. *Management concurred with the finding and recommendation and stated:* "We concur with the recommendation to establish a business ethics policy to include in future contracts. In discussion with the Purchasing Manager, it was determined that it would be in the interest of the City to develop and incorporate the policy in both Engineering and Purchasing contracts. We will coordinate with the Purchasing Manager and the City Attorney to develop a business and ethics policy and propose to have a draft policy in place within 60 days. Estimated completion date March 3, 2003."

<u>Recommendation 10</u>. Establish written procedures which shall be included in business ethics policy to require the Contractor to notify the City within 48 hours of any instance where the Contractor becomes aware of a failure to comply with the business ethics policy established. Furthermore, Contractor for any potential conflicts of interest should be required to competitively bid the services/work.

Management Comment. Management concurred with the finding and recommendation and stated: "The Engineering Bureau will include within the Business Ethics Policy provisions that address timely notification of ethics violations where applicable by Florida Law. On the issue of general contractors to obtain competitive requiring bids for subcontracted work or services, it is assumed that this does occur as the standard process of preparing initial bids (although for practical reasons, we do not require bidders to divulge this specific information at the time of their bid). The City does retain the right to question the general contractor on their selection of subcontractors/consultants as part of our pre-construction dealings. Under Section 5-32 of the Construction Standards ("Blue Book"), the City retains the right to approve Historically, this "approval" has been limited to subcontractors. evaluating the experience and competence of proposed subcontractors. Financial terms have not been a factor in the decisions to accept or reject an individual subcontractor. As part of our research into establishing a Business Ethics Policy, we will consult with the City Attorney's Office to determine the City's rights under Florida Law to become involved in the financial arrangements between general and subcontractors." Estimated completion date March 3, 2003.

<u>**Recommendation 11.**</u> Establish a written policy to review all disclosed affiliations in order to evaluate compliance with the business ethics standards established.

<u>Management Comment</u>. *Management concurred with the finding and recommendation and stated:* "This recommendation will be included in the development of the business ethics policy." Estimated completion date March 3, 2003.

Liquidated Damages

FINDING 4

The City did not deduct \$59,500 in liquidated damages from the monies due RDC for not completing project timely.

Contract Provision 33.1 states City is authorized to deduct liquidated damage amounts, as calculated in accordance with the provisions of the Blue Book, from monies due FIRM under the agreement.

The original task order completion date for Project was July 30, 2000. An extension was granted to September 30, 2000. Change Orders 1 and 2, respectively, further extended the construction deadline to November 2000. Final acceptance/inspection date of Welcome Park Phase I was April 13, 2001. Thus, project was delayed 134 days.

The City was authorized to deduct liquidated damages for non-completion of the work within the time stipulated, as follows.

	Period beyond	Days	Rate per	Amount
Period	Completion Deadline		Day	
1 st 30 days	12/1/00-12/30/00	30	\$250	\$ 7,500
Each day after 30 days	12/31/01- 4/13/01	104	\$500	52,000
Total		134		\$59,500

The Contract Administrator did not enforce the provision to assess liquidated damages once the project was known to be delayed. Also, no system exists to readily determine whether small projects are completed timely to allow for liquidated damages to be assessed.

Assessment of liquidated damages is a preventive tool to minimize project delays or otherwise allows for recovery of damages for work not completed timely.

RECOMMENDATION 12

The City Engineer should establish a system to track compliance with begin and completion construction dates. If projects are not completed within the time stipulated due to the Contractor, then liquidated damages should be assessed.

MANAGEMENT COMMENT

Management concurred with the finding and recommendation and stated: "A system to track schedule compliance with the various phase of projects under 9988 will be established that defines appropriate milestones (Notice to proceed with Design; Notice to proceed with Construction; Substantial Completion; Project Acceptance, etc.). This system will be implemented immediately and will apply to any future work issued under Project 9988.

For the Welcome Park job, the Engineer of Record certified that the project was functionally complete on November 17, 2001. The City assumed beneficial occupancy of the site at approximately that time. Therefore we believe that liquidated damages were properly applied in this case." Estimated completion date February 1, 2003.

As-Built Drawings

FINDING 5

The City does not have the "As-Built" Drawings for the Project, although final payment was made to RDC.

Contract Provision 21.2 requires at the completion of each Small Project, FIRM shall deliver to the Contract Administrator a set of reproducible drawings that accurately reflect the "as built" conditions of the improvements in a format compatible with Exhibit "C." All changes made to the construction documents shall be reflected in the plans, these changes being submitted to the Contract Administrator on a monthly basis. These "as builts" drawings must be delivered and found acceptable by City prior to final payment of each Small Project.

"As Built" drawings for the Project are not in the City's possession.

The Contract Administrator during closing out of the project did not validate as-built drawings were in the City's possession to determine acceptability prior to making final payment to RDC.

Establishment of a system to manage the closeout process to verify receipt of as-builts and other documentation as a condition of final payment will assure City receives the required documentation.

<u>RECOMMENDATIONS AND</u> <u>MANAGEMENT COMMENTS</u>

The *City Engineer* should:

<u>Recommendation 13</u>. Require as part of the closeout procedures, all required documentation be obtained and the date of receipt recorded.

<u>Management Comment</u>. *Management concurred with the finding and recommendation and stated:* "Procedures are in place to verify items necessary for close out procedures. Attached as "Exhibit R1" is a copy of our standard project close-out package indicating all items that are required prior to issuing final payment. Record drawings ("as-builts") are required before we issue final payment. We will modify our close-out package forms to include "date of submission" for record drawings (although the drawings themselves are stamped with the certification date).

RDC contends that final record drawings were provided for Project 9995. We cannot locate them in the project file and have requested duplicates from the contractor." Estimated completion date March 3, 2003.

<u>Recommendation 14</u>. In the future, not issue final payment to Contractor until as-builts and other required documentation during the close-out process are received.

<u>Management Comment</u>. *Management concurred with the finding and recommendation and stated:* "Provisions are in place to verify submittal of

close-out documents prior to processing final payment. It is unclear why these procedures were not followed for Project 9995." This item is closed.

Internal Control Weaknesses

FINDING 6

Internal controls were not adequate to properly administer, track, and monitor the project.

We noted the following internal control weaknesses and/or areas of non-compliance.

Control Weakness/Non-Compliance Issues	Contract Provision/Basis for Control
No written Notice to Proceed was issued by the City to RDC.	Provision 12 states Prior to initiating any performance of services under this Agreement; the FIRM must receive a written Notice to Proceed from the City.
RDC did not maintain Daily Logs to validate in-house labor utilized to weekly payroll time sheets and payroll register and/or in-house equipment utilized to weekly equipment use logs.	Provision 28.2 states FIRM'S Designated Representative for each Small Project shall prepare, on a daily basis, and keep on the Project site(s), a bound log setting forth, at a minimum, for each day, the weather conditions and how any weather conditions affected progress of the work performed, equipment utilized for the work, any idle equipment and reasons for idleness, visitors to Project site(s), labor utilized for the work The daily log shall be available for inspection by City at all times.
Cost estimate breakdown for approved Task Order totaling \$321,314 and Change Order 2 totaling \$1,500 were not evidenced in the Engineering Project File.	Provision 13 states each approved task ordershall contain, at a minimum,d) a maximum not-to- exceed fee agreed to by City and FIRM, said fee to be reasonably justified by FIRM providing cost estimate breakdowns, unit prices,

	cost comparisons, and similar documentation as necessary.
No evidence exists to support Preconstruction/Progress Meetings were held and minutes transcribed.	Provisions 15.1/2 states minutes from each meeting shall be prepared by FIRM reflecting all items discussed. The minutes shall be typewritten within 48 hours of the end of the meeting and shall be faxed and mailed to all parties present.
Construction Schedules were not evidenced in the project file.	Provision 15.1b & 15.2b 7 requires construction schedule and revised construction schedules be provided by RDC/obtained by City.

RECOMMENDATION 15

The City Engineer should require the Contract Administrator to enforce the provisions outlined in the contract.

MANAGEMENT COMMENT

Management concurred with the finding and recommendation and stated: "As with other management issues related to Project 9995, it is unclear why the Project Manager did not enforce all provisions of the contract. This recommendation has already been implemented for remaining projects under the umbrella contract P9988 and all provisions will be enforced in any future contracts." This item is closed.

Fairness/Equitable Equipment Rates

FINDING 7

RDC may not have charged the City fair and equitable equipment rates.

Rates charged by Contractors to government agencies should be consistent with those prevailing in the same local area.

During our review of the Statement of Actual Costs to verify the accuracy of the equipment rates charged, we noted the rates used were incorrect and were

rates RDC entered into with Broward County, which were higher. RDC equipment rates charged to the City and Broward County for the same pieces of equipment were not consistent and revealed the following variances.

		Unit of	Broward County	City of Fort Lauderdale	
Equipment	Description	Measure	Rates	Rates	Difference
Blower	Little Wonder 8 HP Blower	Day	\$ 24.00	\$ 24.00	\$-
Container	Shipping Container	Month	250.00	250.00	-
Chipping Hammer	Hilti Chipping Hammer	Day	38.00	38.00	-
F-150 SVC Truck	Ford F-150 Service Truck	Day	56.00	38.00	18.00
F-250 SVC Truck	Ford 1989 Service Truck	Day	60.00	38.00	22.00
Generator	Coleman Generator SKW	Day	40.00	33.50	6.50
Emglo	Air Compressor Portable Gas	Day	51.50	51.50	-
GMC C-3500	GMC C-3500 Flatbed One Ton Truck	Day	144.00	48.00	96.00
Lawn Mower	Lawn Mower	Day	18.00	18.00	-
Plate Compactor	Plate Compactor Serial #755303751	Day	44.00	33.50	10.50
Pressure Cleaner	Honda Pressure Cleaner w/100' Hose	Day	68.00	68.00	-
Pumps	Pumps Honda Equipment Gas	Day	47.00	23.50	23.50
Skid Loader	New Holland 785 steel skid Loader	Day	278.00	168.00	110.00
Small Roller	Small Roller	Day	167.00	68.00	99.00
Street Hand Saw	Stihl Street Hand Cut off Saw	Day	57.00	45.00	12.00
Walk Street Saw	Walk Behind Street Saw	Day	68.00	61.50	6.50
Utility Trailer	Utility Trailer/Flat Bed	Day	125.00	60.00	65.00
1998 Dodge Ram	1998 Ram 1500 Truck	Day	60.00	58.52	1.48
Total			\$1,595.50	\$ 1,125.02	\$ 470.48

Both government entities are in the same locality (Broward County) and reasons for the rate variances could not be explained/justified by RDC. We were unable to identify the basis for RDC's equipment rental charges.

Validation to support the basis for rates charged will ensure the City receives fair and equitable pricing.

RECOMMENDATION 16

The City Engineer should establish a written procedure to review rates charged, as well as proposed contract rates prior to contract approval to validate pricing is according to industry standards for this locality.

MANAGEMENT COMMENT

Management concurred with the finding and recommendation and stated: "Written procedures will be issued clarifying how contract rates are to be

applied and reviewed. The procedures will include verification of the rate schedules to be used for each project prior to contract award and during pre-construction meeting(s) to insure all parties have a clear understanding of allowable rates for equipment rental." Estimated completion date March 3, 2003.

Insurance

FINDING 8

RDC did not comply with the specific terms and conditions related to insurance.

Exhibit D - Insurance Requirements states FIRM and its subcontractors/consultants must provide General Liability (\$1,000,000 per occurrence); Professional Liability \$1,000,000 per claim; Worker's Compensation; and Automobile Liability.

Contract Provision 4.1 states FIRM is required to provide insurance documentation prior to approval of each task order.

Conditions Found	Contract Provision
RDC did not specify the City's project names/locations on their blanket certificate of insurance.	Exhibit D-VII. Before commencing performance of this contract, FIRM shall furnish CITY withCertificate of insurance for the required insurance which shall contain the following: D) Certificates of Insurance stating that the interests of CITY are included as an additional named insured, and specifying the Project.
Subcontractors used by RDC did not have the City listed as additional insured and did not have the Project (Welcome Park Phase I) specified on their insurance certificates.	Exhibit D-VIII. states RDC must require all its subcontractors to provide the same coverage as Contractor.
Subcontractors (2) did not have the required insurance certificate and/or coverage was not adequate to cover general liability insurance dollar threshold.	See Criteria above.

The Contract Administrator did not reject the submitted certificate of insurance when it did not specifically identify the individual project(s) and RDC did not require subcontractors to specify the project and list the City as additional insured.

Enforcement of insurance requirements will limit the City's liability exposure and provide assurance the City's assets are protected.

<u>RECOMMENDATIONS AND</u> <u>MANAGEMENT COMMENTS</u>

The *City Engineer* should:

<u>Recommendation 17</u>. Require Contractor/subcontractor/consultants to specify the City's project name(s)/location(s) on their insurance certificates, as well as listing the City as additional insured and require all to maintain the required insurance coverage. The Contract Administrator should periodically perform verifications to validate compliance with the insurance provisions outlined in Exhibit D of the agreement.

<u>Management Comment</u>. *Management concurred with the finding and recommendation and stated:* "RDC will no longer be allowed to use a blanket insurance certificate for task orders assigned under Project 9988. Task order specific certificates, listing the pertinent information will be required. We also will require the same coverage confirmation from sub-consultants/contractors. It is noted that under the contract provisions of Exhibit D-VIII, "any deficiency in the coverage or policy limits of any subcontractor will be the sole responsibility of the Firm." This item is closed.

<u>Recommendation 18</u>. Review at minimum, Contractor's Certificate of Insurance prior to task order approval to ensure that insurance coverage is sufficient, states project name/location, and lists the City as additional insured.

<u>Management Comment</u>. *Management concurred with the finding and recommendation and stated:* "Effective immediately, the contract provisions relating to insurance requirements will be checked on a per task order basis. We will enlist the assistance of Risk Management Division of the Finance Department to evaluate individual insurance

certificates (as has always been our practice)." Estimated completion date February 1, 2003.

<mark>Liens</mark>

FINDING 9

The City does not have an adequate system in place to readily release the City from liability due to incomplete partial/final releases of lien.

Contract Provision 8(b)(4) states FIRM shall submit partial release of liens from all subcontractors and suppliers covering the preceding month's request. FIRM shall be running one month behind with the releases from subcontractors and suppliers, until final pay request, at which time FIRM shall be required to submit final release of liens for all subcontractors, suppliers, and for all labor before final payment will be made.

Our review of RDC/Subcontractors' Releases of Lien associated with the Project revealed the stated amount of payments received for partials was equal to "\$10" and "payment received in full" for finals, opposed to revealing the actual sum of payment(s) received.

As a matter of procedure, the City uses the percentage of completion method opposed to a 'cost plus' basis/actual costs. By making payments strictly on a percentage of completion method, this hampers the City's ability to identify costs actually paid by the Contractor to the subs.

Identification of the actual payment amounts on lien documents will avoid claims against the City.

<u>RECOMMENDATIONS AND</u> <u>MANAGEMENT COMMENTS</u>

The *City Engineer* should:

<u>Recommendation 19</u>. Require the Contract Administrator to require RDC to complete the partial/final release of lien stating the actual amount of payment received.

<u>Management Comment.</u> Management concurred with the finding and recommendation and stated: "The Contract Administrator for Project 9988 will instruct RDC to provide actual amounts on all partial and final release of liens on all current and any future work under the umbrella contract." Estimated completion date March 3, 2003.

<u>Recommendation 20</u>. During the processing of payment applications which are accompanied by said releases of lien, a review should be performed to ensure all releases are completed in full and that the sum of all partial liens by Contractors/subcontractors should not exceed contract price in executed contract agreement.

<u>Management Comment</u>. *Management concurred with the finding and recommendation and stated:* "To the extent that we are able to obtain accurate information on releases of lien, we will attempt to reconcile payments rendered to subcontractors with contract amounts." This item is closed.

FINDING 10

The City did not prepare an Engineer's Estimate to compare RDC's Project costs prior to executing the Project Task Order for \$321,314.

An Owners (City) Estimate of Project Cost will assist in the evaluation of the fairness of the costs submitted by Contractor based on the scope of work for the job.

The City did not prepare an Engineer's Estimate for the Project.

This condition exists since no written procedures were established to require City Engineer's Estimates be prepared for each design/build small project and compared to job cost breakdown required of RDC.

Comparison of Project costs to Contractor's estimate will provide valuable insight on the fairness of costs proposed relative to the scope of work.

<u>RECOMMENDATIONS AND</u> <u>MANAGEMENT COMMENTS</u>

The *City Engineer* should:

<u>Recommendation 21</u>. Require as a matter of policy on all design/build projects entered into with RDC an Engineer's Estimate be prepared and used to compare costs to RDC's task order/cost breakdown.

<u>Management Comment</u>. *Management concurred with the finding and recommendation and stated:* "A written Preliminary Engineer's Estimate will be included as a check for reasonableness against industry standards for all task orders processed through Project 9988. One of the goals of performing work under a design/build process is to redirect a portion of the design and estimating workload onto the contractor. However, in order to accurately compare pre-design task order estimates to industry standards, we will have to duplicate the estimating capacity of the contractor, which is an area that we are presently not set up to do. The Engineering Bureau will request additional resources in the form of construction estimator(s) and support resources in our next budget submittal." Estimated completion date May 3, 2003.

<u>Recommendation 22</u>. Require in the future, if the City and RDC can not agree on a fee for a task order to proceed to employ Contract Provision 12.3-4, which permits having the work completed by other means.

<u>Management Comment</u>. *Management concurred with the finding and recommendation and stated:* "Project 9988 is a non-exclusive contract. The City always has the option of pursuing separate contracts outside of the umbrella Small Projects Design Build contract." This item is closed.

Inspection Report

FINDING 11

Internal controls were not adequate to support whether site inspections were conducted and reports properly completed by City Engineering Inspectors.

Quality control checks conducted during construction assists to verify work is accomplished according to contract documents.

Our review of Daily Construction Reports (DCR) used by City Engineering Inspectors to document inspections performed revealed the following internal control weaknesses.

a. DCRs were not provided to evidence inspections of construction work performed for the Project. Project field work commenced July 2000 and final inspection was made on April 13, 2001. During this period, only 9 DCRs were provided to evidence inspections conducted.

b. DCRs included multiple days (i.e., activity for one week was reflected on one report) opposed to completion of a *daily* report to evidence site observations/work performed including, but not limited to, RDC/ Subcontractors equipment, labor and materials on site. Furthermore, no supervisor signature was recorded on the reports to evidence review and approval of inspections.

Discussions with Engineering Inspections staff revealed no formal training and/or written manual exists to identify inspection guidelines.

Establishment of written policies and procedures with hands-on training will assist inspectors in meeting established expectations, projects are built according to plans/specs with correct materials/methods, and provides for a means to verify work items to Contractor Payment Requests.

<u>RECOMMENDATIONS AND</u> <u>MANAGEMENT COMMENTS</u>

The *City Engineer* should:

<u>Recommendation 23</u>. Establish written procedures and provide training on the specific requirements necessary to conduct construction field inspections and complete reports.

<u>Management Comment</u>. *Management concurred with the finding and recommendation and stated:* "We will conduct in-house procedural training of all construction management personnel and will request additional funds in next years budget to provide more in-depth training for the inspectors and other technical staff. Written procedures are established from a Pre-Construction checklist on a project specific basis (reference "Exhibit R2"). We will formalize procedures that can be standardized in the development of an inspector training manual. We anticipate that all field construction management personnel will complete

training within twelve (12) months of Audit Report release." Estimated completion date January 3, 2004.

<u>Recommendation 24</u>. Require Inspection Supervisors to review DCRs for completeness and to evidence their approval via signature.

<u>Management Comment</u>. *Management concurred with the finding and recommendation and stated:* "We will revise the DCR forms to include a space for Inspection Supervisor's signature." Estimated completion date March 3, 2003.

<u>Recommendation 25</u>. Require City Inspectors to complete DCRs on a <u>daily</u> basis to include identification of labor, equipment and materials utilized onsite. Furthermore, DCRs should also be completed for days when there is no activity.

<u>Management Comment</u>. *Management concurred with the finding and recommendation and stated:* "This recommendation is consistent with current standard operating practices. We will reinforce these standards in our inspector training (reference Recommendation 23). This item is closed.

FINDING 12

RDC does not have adequate internal controls in place to monitor the accuracy and processing of financial transactions associated with construction projects.

Internal controls provide the framework to ensure project objectives are monitored and achieved.

We noted the following areas of internal control weaknesses.

- No written accounting/operations policies and procedures were provided to verify how transactions and activities are processed (*Accountability*).
- The Office Manager performs all functions of the accounting process from receipt of invoices for payment, preparation of checks, recording of transactions in the accounting records, signator on checks, and makes

deposits. Ideally, no single individual should be able to authorize a transaction, record the transaction in the accounting records, and maintain custody of the asset resulting in the transaction (*Segregation of Duties/Asset Accountability*).

- No reconciliations are performed to verify support documentation to accounting records, which is used as the basis for billing/statement of actual costs (*Accountability*).
- No accounting manual was available for RDC's financial management information system (*Accountability*).

Establishment of adequate internal controls will enhance the financial integrity of transactions processed.

<u>RECOMMENDATIONS AND</u> <u>MANAGEMENT COMMENTS</u>

The *City Engineer* should:

<u>Recommendation 26</u>. Require RDC to obtain and/or develop accounting policy manual to document procedures which will clearly outline the specific authority of individual employees; thus, providing the essential foundation for established employee accountability and segregation of duties.

Management Comment. Management concurred with the finding and recommendation and stated: "While the Engineering Bureau agrees with the spirit of the recommendation, we are unclear where, under the terms of the contract, the City would have the right to demand changes to a contractor's business practices. We have referred this item to the City Attorney's Office for a legal opinion as to the City's authority to demand a change in accounting practices of firms bound under this contract, as it is written. If the legal opinion is rendered that we can enforce such a provision, we will do so. If not, we will address this issue in our next rewrite of the contract to strengthen our ability to insure that we contract with firms that have acceptable accounting and business practices." Estimated completion date of May 3, 2003.

<u>Recommendation 27</u>. Require RDC to perform reconcilations of project costs supported by source documentation to Contractor's billings/payment applications to prevent discrepancies prior to submission to the City.

<u>Management Comment</u>. *Management concurred with the finding and recommendation and stated:* "The Engineering Bureau concurs with Recommendation 27. The Contract Administrator has informed RDC of their responsibility to submit accurate supporting documentation for payment requests." This item is closed.

<u>Recommendation 28</u>. Require RDC to perform limited tests on a routine basis to determine compliance with policies and procedures established.

<u>Management Comment</u>. *Management concurred with the finding and recommendation and stated:* "Again, while the Engineering Bureau agrees in concept with Recommendation 28, we question the City's rights with respect to mandating contractor accounting and business practices. This item has been referred to the City Attorney's Office for a legal opinion of the City's authority under the terms and conditions of the contract, as it is written." Estimated completion date May 3, 2003.

EVALUATION OF MANAGEMENT COMMENTS

Management comments provided and actions taken and/or planned are considered responsive to the recommendations. However, in reference to Finding 11, the time frame (January 2004) to implement the recommendations to establish written procedures and provide training to City Inspectors is not reasonable. Due to the importance of the role of Inspectors, immediate interim steps should be taken.

Contract Compliance - RDC P9995 Welcome Park - Phase I Ineligible/Disallowed Project Expenditure Costs Incurred by RDC

INELICIPIC ALLOWED EXPENDITURES S S 74.47 General Condition costs are included in Multiplier (Prov. 8 & Exhibit B-II) 193934 8/29/00 15405 \$ 74.47 \$ \$ 74.47 \$ 148.94 74.47 \$ \$ 74.47 \$ 148.94 \$ <th>Per RDC</th> <th></th> <th></th> <th></th> <th>-</th> <th></th> <th colspan="2">Per IA</th>	Per RDC				-		Per IA	
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001206 A Mike Bodner work week 10/25/00 10/25/00 15971 20.00 20.00 001206 A Mike Bodner work week 8/23/00 8/23/00 15276 47.45 47.45 001206 A Mike Bodner work week 9/13/00 9/13/00 15577 20.00 20.00 001206 A Mike Bodner work week 9/20/00 9/20/00 15625 46.25 46.25 001206 A Mike Bodner work week 9/27/00 9/27/00 15692 45.00 45.00 001206 M Mike Bodner work week 10/25/00 10/25/00 15971 7.59 7.59 001206 M Mike Bodner work week 8/23/00 8/23/00 15276 8.47 001206 M Mike Bodner work week 9/13/00 9/13/00 15577 4.05 4.05 001206 M Mike Bodner work week 9/13/00 9/13/00 15577 4.05 4.05 001206 M Mike Bodner <	001125 A Aquamatic Sprinkler System	permit fee-not included in contract price	00-753	8/29/00	15408	158.56	158.56	158.56
001206 A Mike Bodner work week 10/25/00 10/25/00 15971 20.00 20.00 001206 A Mike Bodner work week 8/23/00 8/23/00 15276 47.45 47.45 001206 A Mike Bodner work week 9/13/00 9/13/00 15577 20.00 20.00 001206 A Mike Bodner work week 9/20/00 9/20/00 15625 46.25 46.25 001206 A Mike Bodner work week 9/27/00 9/27/00 15692 45.00 45.00 001206 M Mike Bodner work week 10/25/00 10/25/00 15971 7.59 7.59 001206 M Mike Bodner work week 8/23/00 8/23/00 15276 8.47 001206 M Mike Bodner work week 9/13/00 9/13/00 15577 4.05 4.05 001206 M Mike Bodner work week 9/13/00 9/13/00 15577 4.05 4.05 001206 M Mike Bodner <								
O01206 A Mike Bodner work week 8/23/00 8/23/00 15276 47.45 O01206 A Mike Bodner work week 9/13/00 9/13/00 15577 20.00 20.00 O01206 A Mike Bodner work week 9/20/00 9/20/00 15625 46.25 20.00 O01206 A Mike Bodner work week 9/27/00 9/27/00 15692 45.00 45.00 O01206 M Mike Bodner work week 9/27/00 9/27/00 15692 45.00 45.00 O01206 M Mike Bodner work week 9/27/00 9/27/00 15971 7.59 45.00 O01206 M Mike Bodner work week 8/23/00 8/23/00 15276 8.47 8.47 O01206 M Mike Bodner work week 9/13/00 9/13/00 15577 4.05 4.05 O01206 M Mike Bodner work week 9/13/00 9/13/00 15577 6.35 6.35 O01206 M Mike Bodner w	001206 A Mike Bodner	work week 10/11/00	see descr	10/11/00	15818	18.20		18.20
001206 A Mike Bodner work week 9/13/00 9/13/00 15577 20.00 20.00 001206 A Mike Bodner work week 9/20/00 9/20/00 15625 46.25 46.25 001206 A Mike Bodner work week 9/27/00 9/27/00 15692 45.00 45.00 001206 M Mike Bodner work week 10/25/00 10/25/00 15971 7.59 45.00 001206 M Mike Bodner work week 8/23/00 8/23/00 15276 8.47 8.47 001206 M Mike Bodner work week 9/13/00 9/13/00 15577 4.05 4.05 001206 M Mike Bodner work week 9/13/00 9/13/00 15577 6.35 6.35 001206 M Mike Bodner work week 9/20/00 9/20/00 15577 6.35 6.35 001206 M Mike Bodner work week 9/20/00 9/20/00 15625 3.87 6.35	001206 A Mike Bodner	work week 10/25/00		10/25/00	15971	20.00		20.00
001206 A Mike Bodner work week 9/20/00 9/20/00 15625 46.25 46.25 001206 A Mike Bodner work week 9/27/00 9/27/00 15692 45.00 45.00 45.00 001206 M Mike Bodner work week 10/25/00 10/25/00 15971 7.59 7.59 001206 M Mike Bodner work week 8/23/00 8/23/00 15276 8.47 8.47 001206 M Mike Bodner work week 9/13/00 9/13/00 15577 4.05 6.35 001206 M Mike Bodner work week 9/13/00 9/13/00 15577 6.35 6.35 001206 M Mike Bodner work week 9/20/00 9/20/00 15577 6.35 6.35 001206 M Mike Bodner work week 9/20/00 9/20/00 15625 3.87 6.35	001206 A Mike Bodner	work week 8/23/00		8/23/00	15276	47.45		47.45
001206 A Mike Bodner work week 9/27/00 9/27/00 15692 45.00 45.00 45.00 001206 M Mike Bodner work week 10/25/00 10/25/00 15971 7.59 7.59 001206 M Mike Bodner work week 8/23/00 8/23/00 15276 8.47 8.47 001206 M Mike Bodner work week 9/13/00 9/13/00 15577 4.05 4.05 001206 M Mike Bodner work week 9/13/00 9/13/00 15577 6.35 6.35 001206 M Mike Bodner work week 9/20/00 9/20/00 15675 3.87 6.35	001206 A Mike Bodner	work week 9/13/00		9/13/00	15577	20.00		20.00
001206 M Mike Bodner work week 10/25/00 10/25/00 15971 7.59 6.35 001206 M Mike Bodner work week 8/23/00 8/23/00 15276 8.47 8.47 001206 M Mike Bodner work week 9/13/00 9/13/00 15577 4.05 4.05 001206 M Mike Bodner work week 9/13/00 9/13/00 15577 6.35 6.35 001206 M Mike Bodner work week 9/13/00 9/20/00 15577 6.35 6.35 001206 M Mike Bodner work week 9/20/00 9/20/00 15625 3.87 6.35	001206 A Mike Bodner	work week 9/20/00		9/20/00	15625	46.25		46.25
001206 M Mike Bodner work week 8/23/00 8/23/00 15276 8.47 001206 M Mike Bodner work week 9/13/00 9/13/00 15577 4.05 4.05 001206 M Mike Bodner work week 9/13/00 9/13/00 15577 6.35 6.35 001206 M Mike Bodner work week 9/20/00 9/20/00 15625 3.87 6.35	001206 A Mike Bodner	work week 9/27/00		9/27/00	15692	45.00		45.00
001206 M Mike Bodner work week 8/23/00 8/23/00 15276 8.47 001206 M Mike Bodner work week 9/13/00 9/13/00 15577 4.05 4.05 001206 M Mike Bodner work week 9/13/00 9/13/00 15577 6.35 6.35 001206 M Mike Bodner work week 9/20/00 9/20/00 15625 3.87 6.35	001206 M Mike Bodner	work week 10/25/00		10/25/00	15971	7.59		7.59
001206 M Mike Bodner work week 9/13/00 9/13/00 15577 6.35 6.35 6.35 001206 M Mike Bodner work week 9/20/00 9/20/00 15625 3.87 3.87	001206 M Mike Bodner	work week 8/23/00		8/23/00	15276	8.47		8.47
001206 M Mike Bodner work week 9/13/00 9/13/00 15577 6.35 6.35 6.35 001206 M Mike Bodner work week 9/20/00 9/20/00 15625 3.87 3.87	001206 M Mike Bodner	work week 9/13/00		9/13/00	15577	4.05		4.05
001206 M Mike Bodner work week 9/20/00 9/20/00 15625 3.87 3.87	001206 M Mike Bodner							6.35
	001206 M Mike Bodner							3.87
							231.01	3.78

Contract Compliance - RDC P9995 Welcome Park - Phase I Ineligible/Disallowed Project Expenditure Costs Incurred by RDC

Per RD	0						-		Per IA
Cost Code (CC)	CC Type	Vendor Name	Description	Invoice #	Check Date	Check #	Amount Paid	Total	Amount Disallowed
001125		Broward Cty Board Comm	record bond	nl	7/14/00	15019	51.50	51.50	51.50
		Caulfield & Wheeler	field survey	20871	12/20/00	16542	1,170.00		1,170.00
		Caulfield & Wheeler	surveying	21185	12/20/00	16542	1,302.50		1,302.50
001100	S	Caulfield & Wheeler	cad tec	21454	12/20/00	16542	467.50	2,940.00	467.50
		City of Fort Lauderdale	permit fee	2128	8/21/00	2128	47.25		47.25
		City of Fort Lauderdale	permit fees	2237	5/1/01	2237	84.60		84.60
001205	A	City of Fort Lauderdale	temp water meter	2119	7/28/00	2119	1,535.87	1,667.72	1,535.87
		Scott Greiner	permit fee	2097	7/5/00	2097	150.00		150.00
		Scott Greiner	permit fee	2106	6/30/00	2106	30.00		30.00
001125	A	Scott Greiner	permit fee	w/e7/12	7/12/00	14956	495.22	675.22	495.22
004001	S	Gilliard Construction Inc.	masonry work	09092000	9/29/00	15759	1,200.00	1,200.00	1,200.00
001205	Μ	Home Depot	bill	10182000	10/13/00	15883	9.48	9.48	9.48
		·							
011500	Е	NationsRent	smooth roller	146	12/5/00	16386	254.80	254.80	254.80
001800	А	Brown & Brown	Insurance	46017	8/29/00	15427	3,713.00		3,713.00
001800	А	Brown & Brown	Insurance	54656	4/27/01	17898	73.00	3,786.00	73.00
001100	S	Smith Aerial Visions	view prt	328363	8/29/00	15430	86.92		86.92
001450	Μ	Smith Aerial Visions	view prt	329396	9/29/00	15770	86.92		86.92
001450	Μ	Smith Aerial Visions	view prt	332571	2/9/01	17064	86.92	260.76	86.92
		Richard Tinory	w/e 7/26/2000	see descr	7/26/00	15064	10.00		10.00
001206	A	Richard Tinory	w/e 8/16/00		8/16/00	15247	90.00		90.00
		Richard Tinory	w/e 8/2/00		8/2/00	15142	94.00		94.00
		Richard Tinory	w/e 8/9/00		8/9/00	15185	101.51		101.51
		Richard Tinory	w/e 7/26/00		7/26/00	15064	5.30	300.81	5.30
Subtota	I							13,296.42	

Contract Compliance - RDC P9995 Welcome Park - Phase I Ineligible/Disallowed Project Expenditure Costs Incurred by RDC

Per RD	C		<u> </u>			-		Per IA
	Vendor Name	Description	Invoice #	Check Date	Check #	Amount Paid	Total	Amount Disallowed
	<u>Store Receipt not evidenced (u</u>			hether proj	ect-related)			
	M American Express	Bill	08192000	9/1/00		11.34		11.34
	M American Express	Bill	09192000	10/13/00	15867	18.84		18.84
	M American Express	Bill	12202000	1/30/01	16903	429.85		429.85
	M American Express	Bill	09192000	10/13/00		54.46		54.46
	M American Express	Bill	09192000	10/13/00	15867	53.19	567.68	53.19
Subtota							567.68	
	to Incorrect Project (Ref #120	Victoria Park & Ref #121 1450	5 SE 6 St, Deel	rfield)				
001100	S Caulfield & Wheeler	cad tec	21459	12/20/00	16542	120.00	120.00	120.00
16762	Uhel Polly Hauling, Inc.	container drops	16762	12/1/00	16319	250.00	250.00	250.00
Subtota							370.00	
Non Pro	<u> </u>							
001125	M Scott Greiner	work week 10/4/00	w/e 10/4	10/4/00	15784	10.50	10.50	10.50
Subtota	l l						10.50	
Total							\$ 14,244.60	14,244.60
Categor	y Amts not supported by invoice	e documentation (however, was	s included in RI	DC's Stmt o	of Actual Cos	sts):		
,	ce & Bonds					,	1,953.00	
General	Conditions						2,037.09	
Total In	eligible Project Expenditures							\$ 18,234.69
Legend								
GC	General Conditions							
Cost Co	ode Type:							
Α	Admin.							
М	Materials							
S	Subcontractor							

Per RDC La	bor Costs Schedu	le				Per I/A						Per RDC								
Week End (W/E)	Staff Type Description ¹	Hours	Rate ¹	Supervision Total	Labor Total	Payroll Exp Allowed/ Disallowed	See Legend	Allow- able Hrs	Rate per Contract	Total Eligible	Total Over/ (Underpd)	Date(s) Employee Worked	Employee Name	Title/ Position	# of Hrs Worked in W/E	Total Hrs for W/E	Unit	RDC Actual Hrly Rate	Amount	Total
	<u>Supervision</u> Supervision	14.00	\$ 45.70	\$ 639.80		Disallowed	GC	N/A	N/A	\$-	\$ 639.80	7/7/00	Lundetedt. Debent	PM	3		C LIro	\$ 30.00	\$ 90.00	
1/9/00	Supervision	14.00	φ 45.70	φ 039.00		Disalloweu	60	IN/A	IN/A	φ -	\$ 039.00		Lundstedt, Robert Tinory, Richard	PM	3		S Hrs	\$ 30.00 25.00	\$ 90.00 75.00	
													Jackson, Everton	PM	2		S Hrs	24.00	48.00	
													Greiner, Scott	SPM	6		S Hrs	28.75	172.50	\$ 385.50
7/16/00	Supervision	11.00	45.70	502.70		Disallowed	GC	N/A	N/A	-	502.70	7/13-7/14/00	Westervelt, Steven	Principal	4		S Hrs	37.50	150.00	
												7/10/00	Lundstedt, Robert	PM	1		S Hrs	30.00	30.00	
												7/13-7/14/00	Jackson, Everton	PM	4		S Hrs	24.00	96.00	
												7/13-7/14/00	Greiner, Scott	SPM	2	11	S Hrs	28.75	57.50	333.50
7/23/00	Supervision	26.00	45.70	1,188.20		Disallowed	GC	N/A	N/A	-	1,188.20	7/17 & 7/19/00	Westervelt, Steven	Principal	4		S Hrs	37.50	150.00	
												7/17-7/18,7/20-21/00		PM	4		S Hrs	32.50	130.00	
												7/18, 7/20-21/00		PM	10		S Hrs	25.00	250.00	
													Jackson, Everton	PM	2		S Hrs	24.00	48.00	
												7/18-7/21/00	Greiner, Scott	SPM	6	26	S Hrs	28.75	172.50	750.50
7/20/00	Supervision	36.50	45.70	1,668.05		Disallowed	GC	N/A	N/A	-	1,668.05	7/05 7/00/00	Martin all Oliver	Principal	3		S Hrs	37.50	112.50	
7/30/00	Supervision	30.30	45.70	1,000.05		Disalloweu	GC	IN/A	N/A	-	1,000.05	7/25-7/26/00	Westervelt, Steven Lundstedt, Robert	PM	4.5		S Hrs	32.50	146.25	
													Tinory, Richard	PM	0		S Hrs	25.00	650.00	
													Greiner, Scott	SPM	3	36.5	S Hrs	28.75	86.25	995.00
8/6/00	Supervision	35.50	45.70	1,622.35		Disallowed	GC	N/A	N/A	-	1,622.35	8/2, 8/4/00	Westervelt, Steven	Principal	5		S Hrs	37.50	187.50	
												8/1, 8/3-8/4/00	Lundstedt, Robert	PM	3.5		S Hrs	32.50	113.75	
												7/31,8/2-8/4/00	Tinory, Richard	PM	25		S Hrs	25.00	625.00	
												8/2/00	Greiner, Scott	SPM	2	35.5	S Hrs	28.75	57.50	983.75
8/13/00	Supervision	32.00	45.70	1,462.40		Disallowed	GC	N/A	N/A	-	1,462.40	8/7, 8/9/00	Lundstedt, Robert	PM	2		S Hrs	32.50	65.00	
													Tinory, Richard	PM	26		S Hrs	25.00	650.00	
												8/8-8/9,8/11/00	Greiner, Scott	SPM	4	32	S Hrs	28.75	115.00	830.00
0/00/00		00.00	45 70	4 074 00		Diseller	00	N1/A	N1/A					Daia sin si			0.11	07 50	440.50	
8/20/00	Supervision	30.00	45.70	1,371.00		Disallowed	GC GC	N/A	N/A	-			Westervelt, Steven	Principal	3		S Hrs S Hrs	37.50 32.50	112.50	
						Disallowed Disallowed	GC	N/A N/A	N/A N/A	-			Lundstedt, Robert	PM SPM	1 6		S Hrs S Hrs	32.50 28.75	32.50 172.50	
						Allowed	00	20.00	46.30	926.00	445.00		Greiner, Scott Bodner, Michael	PS	20	30	S Hrs	25.00	500.00	817.50
						, 1100060		20.00	+0.50	320.00	445.00	0/14-0/10/00		10	20	50	01115	20.00	500.00	017.00
8/27/00	Supervision	28.00	45.70	1,279.60		Disallowed	GC	N/A	N/A	_		8/23.8/25/00	Westervelt, Steven	Principal	4		S Hrs	37.50	150.00	
				,		Disallowed	GC	N/A	N/A	-			Lundstedt, Robert	PM	1		S Hrs	32.50	32.50	
						Disallowed	GC	N/A	N/A	-			Greiner, Scott	SPM	6		S Hrs	28.75	172.50	
						Allowed		17.00	46.30	787.10	492.50		Bodner, Michael	PS	17		S Hrs		425.00	780.00
9/3/00	Supervision	59.00	45.70	2,696.30		Disallowed	GC	N/A	N/A	-		8/30-9/1/00	Westervelt, Steven	Principal	6		S Hrs	37.50	225.00	

Por RDC 1	bor Costs Sched	lulo				Per I/A		verit			<u>use Labor C</u>	Per RDC								
Week End	Staff Type			Supervision		Payroll Exp Allowed/	Legend	Allow- able	Rate per	Total	Total Over/	Date(s) Employee	Employee	Title/	# of Hrs Worked			RDC Actual Hrly		
(W/E)	Description ¹	Hours	Rate ¹	Total	Labor Total	Disallowed	See	Hrs	Contract	Eligible	(Underpd)	Worked	Name	Position		W/E	Unit	Rate	Amount	Total
						Disallowed	GC	N/A	N/A	-			Lundstedt, Robert	PM	3		S Hrs	32.50	97.50	
						Disallowed	GC	N/A	N/A	-	044.00	8/29-9/1/00		SPM	11		S Hrs	28.75	316.25	4 000 75
						Allowed		40.00	46.30	1,852.00	844.30	8/28-9/1/00	Bodner, Michael	PS	40	60	S Hrs	25.00	1,000.00	1,638.75
9/10/00	Supervision	45.50	45.70	2,079.35		Disallowed	GC	N/A	N/A	-		9/5 & 9/7/00	Westervelt, Steven	Principal	3		S Hrs	37.50	112.50	
						Disallowed	GC	N/A	N/A	-		9/5-9/6,9/8/00	Lundstedt, Robert	PM	2.5		S Hrs	32.50	81.25	
						Disallowed	GC	N/A	N/A	-		9/5-9/8/00	Greiner, Scott	SPM	8		S Hrs	28.75	230.00	
						Allowed		32.00	46.30	1,481.60	597.75	9/5-9/8/00	Bodner, Michael	PS	32	45.5	S Hrs	25.00	800.00	1,223.75
7/17/00	Supervision	50.00	45.70	2,285.00		Disallowed	GC	N/A	N/A	-		9/15/00	Westervelt, Steven	Principal	2		S Hrs	37.50	75.00	
(s/b 9/17/00)						Disallowed	GC	N/A	N/A	-		9/11-9/12/00	Lundstedt, Robert	PM	2		S Hrs	32.50	65.00	
						Disallowed	GC	N/A	N/A	-		9/11-9/13/00	Greiner, Scott	SPM	6		S Hrs	28.75	172.50	
						Allowed		40.00	46.30	1,852.00	433.00	9/11-9/15/00	Bodner, Michael	PS	40	50	S Hrs	25.00	1,000.00	1,312.50
9/24/00	Supervision	42.00	45.70	1,919.40		Disallowed	GC	N/A	N/A	-		9/18/00	Lundstedt, Robert	PM	1		S Hrs	32.50	32.50	
				,		Disallowed	GC	N/A	N/A	-		9/18,9/20,9/22/00		SPM	6		S Hrs	28.75	172.50	
						Allowed		35.00	46.30	1,620.50	298.90	9/18-9/22/00		PS	35	42	S Hrs	25.00	875.00	1,080.00
10/1/00	Supervision	28.00	45.70	1,279.60		Disallowed	GC	N/A	N/A	-		0/00 0/07/00	Lundetedt. Debest	PM	2		S Hrs	32.50	65.00	
10/1/00	Supervision	20.00	45.70	1,279.00		Disallowed	GC/VAC		N/A N/A	-			Lundstedt, Robert Greiner, Scott	SPM	ے ا 5		S His S Hrs	28.75	143.75	
						Disallowed	VAC	-	46.30	-	1,279.60		Bodner, Michael	PS	21	28	S Hrs	25.00	525.00	733.75
10/8/00	Supervision	2.00	45.70	91.40		Disallowed	GC	N/A	N/A	-	91.40	10/2 & 10/6/00	Greiner, Scott	SPM	2	2	S Hrs	28.75	57.50	57.50
10/15/00	Supervision	15.50	45.70	708.35		Disallowed	GC	-	N/A	-		10/10-10/11/00	Lundstedt, Robert	PM	2.5		S Hrs	32.50	81.25	
						Disallowed	GC	-	N/A	-		10/9 & 10/12/00	Greiner, Scott	SPM	5		S Hrs	28.75	143.75	
						Allowed		8.00	46.30	370.40	337.95	10/12-10/13/00	Bodner, Michael	PS	8	15.5	S Hrs	25.00	200.00	425.00
10/25/00	Supervision	4.00	45.70	182.80		Disallowed	GC	-	N/A	-		10/19/00	Greiner, Scott	SPM	2		S Hrs	28.75	57.50	
(s/b 10/22/00)	Capernoion			102.00		Allowed		2.00	46.30	92.60	90.20		Bodner, Michael	PS	2		S Hrs	25.00	50.00	107.50
10/00/00		0.00	15 70	04.40		D:		N 1/A	N1/A					0.514				00.75	57.50	57.50
10/29/00	Supervision	2.00	45.70	91.40		Disallowed	GC	N/A	N/A	-	91.40	10/26/00	Greiner, Scott	SPM	2	2	S Hrs	28.75	57.50	57.50
11/5/00	Supervision	1.00	45.70	45.70		Disallowed	GC	N/A	N/A	-	45.70	11/1/00	Greiner, Scott	SPM	1	1	S Hrs	30.00	30.00	30.00
11/12/00	Supervision	2.00	45.70	91.40		Disallowed	GC	N/A	N/A	-	91.40	11/10/00	Greiner, Scott	SPM	2	2	S Hrs	30.00	60.00	60.00
11/22/00	Supervision	10.00	45.70	457.00		Disallowed	GC	-	N/A	-			Greiner, Scott	SPM	2		S Hrs	30.00	60.00	
(s/b 11/19/00)						Allowed		8.00	46.30	370.40	86.60	11/20/00	Bodner, Michael	PS	8	10	S Hrs	25.00	200.00	260.00
11/26/00	Supervision	1.00	45.70	45.70		Disallowed	GC	N/A	N/A	-	45.70	11/22/00	Greiner, Scott	SPM	1	1	S Hrs	30.00	30.00	30.00

Contract Compliance - RDC P9995 Welcome Park Phase I Verification of RDC In-house Labor Costs

Schee	dule 2
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Per RDC La	bor Costs Sched	ule				Per I/A				r RDC In-ho		Per RDC								
Week End (W/E)	Staff Type Description ¹	Hours	Rate ¹	Supervision Total	Labor Total	Payroll Exp Allowed/ Disallowed	See Legend	Allow- able Hrs	Rate per Contract	Total Eligible	Total Over/ (Underpd)	Date(s) Employee Worked	Employee Name	Title/ Position	# of Hrs Worked in W/E	Total Hrs for W/E	Unit	RDC Actual Hrly Rate	Amount	Total
12/3/00	Supervision	2.00	45.70	91.40		Disallowed	GC	N/A	N/A	-	91.40	11/30/00	Greiner, Scott	SPM	2	2	S Hrs	30.00	60.00	60.00
40/40/00		5.00	45 70	000 50		D ' II I	00		N1/A					0.514			0.11			
12/10/00	Supervision	5.00	45.70	228.50		Disallowed	GC	4.00	N/A	-	42.20		Greiner, Scott	SPM	1	5	S Hrs	30.00 25.00	30.00 100.00	120.00
						Allowed		4.00	46.30	185.20	43.30	12/4/00	Bodner, Michael	PS	4	5	S Hrs	25.00	100.00	130.00
12/20/00	Supervision	4.00	45.70	182.80		Disallowed	GC	N/A	N/A	-	182.80	12/14/00	Greiner, Scott	SPM	2	2	S Hrs	30.00	60.00	60.00
s/b 12/17/00)																				
	Supervision	2.00	45.70	91.40		Disallowed	GC	N/A	N/A	-	91.40	12/19/00	Greiner, Scott	SPM	1	1	S Hrs	30.00	30.00	30.00
1/7/01	Supervision	2.00	45.70	91.40		Disallowed	GC	N/A	N/A	-	91.40	1/3/01	Greiner, Scott	SPM	2	2	S Hrs	30.00	60.00	60.00
	Labor, Expeditor	4.00	10.01		10.01	D : II I	00	N 1/A	N1/A		10.01			0	-		0.11	0.00		
7/16/00	Labor, Expeditor	1.00	18.94		18.94	Disallowed	GC	N/A	N/A	-	18.94	7/14/00	Westervelt, Brian	SL	1	1	S Hrs	9.00	9.00	9.00
7/23/00	Labor, Expeditor	3.00	18.94		56 82	Disallowed	GC	N/A	N/A		56.82	7/10 8 7/21/00) Westervelt, Brian	SL	3	-	S Hrs	9.00	27.00	27.00
1/23/00	Labor, Expeditor	3.00	10.94		50.02	Disallowed	60	IN/A	IN/A	-	50.02	7/19 & 7/21/00	Westerveit, Brian	3L	5		51115	9.00	27.00	27.00
8/6/00	Labor, Expeditor	3.00	18.94		56.82	Disallowed	GC	N/A	N/A	_	56.82	7/31, 8/4/00	Westervelt, Brian	SL	3	3	S Hrs	9.00	27.00	27.00
															-	-				
8/13/00	Labor, Expeditor	1.00	18.94		18.94	Disallowed	GC	N/A	N/A	-	18.94	8/7/00	Westervelt, Brian	SL	1	1	S Hrs	9.00	9.00	9.00
8/27/00	Labor, Expeditor	2.00	18.94		37.88	Disallowed	GC	N/A	N/A	-	37.88	8/21,8/25/00	Westervelt, Brian	SL	2	2	S Hrs	9.00	18.00	18.00
- /- /																				
9/3/00	Labor, Expeditor	2.00	18.94		37.88	Disallowed	GC	N/A	N/A	-	37.88	8/30/00	Westervelt, Brian	SL	2	2	S Hrs	9.00	18.00	18.00
0/10/00		2.00	10.04		27.00	Disclowed	<u> </u>		N/A		27.00	0/5/00		CI.	2	-	C Liro	0.00	19.00	10.00
9/10/00	Labor, Expeditor	2.00	18.94		37.00	Disallowed	GC	N/A	IN/A	-	37.88	9/5/00	Westervelt, Brian	SL	2	2	S Hrs	9.00	18.00	18.00
9/24/00	Labor, Expeditor	2.00	18.94		37.88	Disallowed	GC	N/A	N/A	-	37.88	9/18 9/21/00	Westervelt, Brian	SL	2	2	S Hrs	9.00	18.00	18.00
0/2 1/00	Labor, Expositor	2.00			01100	2.00.01.00					01100	0,10,0,2,700			-	-	01.00	0.00		
10/8/00	Labor, Expeditor	2.00	18.94		37.88	Disallowed	GC	N/A	N/A	-	37.88	10/4/00	Westervelt, Brian	SL	2	2	S Hrs	9.00	18.00	18.00
10/15/00	Labor, Expeditor	1.00	18.94		18.94	Disallowed	GC	N/A	N/A	-	18.94	10/9/00	Westervelt, Brian	SL	1	1	S Hrs	9.00	9.00	9.00
10/29/00	Labor, Expeditor	2.00	18.94		37.88	Disallowed	GC	N/A	N/A	-	37.88	10/26-10/27/00	Westervelt, Brian	SL	2	2	S Hrs	9.00	18.00	18.00
11/5/00	Labor, Expeditor	1.00	19.04		10.04	Disallowed	<u> </u>	NI/A	N/A		10.04	40/00/00		01	4	4	S Hrs	9.00	0.00	9.00
11/5/00	Labor, Expeditor	1.00	18.94		10.94	Disallowed	GC	N/A	IN/A	-	18.94	10/30/00	Westervelt, Brian	SL	+ 1		ວ ⊓rs	9.00	9.00	9.00
	Labor, Clean Up																			
	Labor, Clean Up	13.00	24.88		323.44	Disallowed	GC	N/A	N/A		323.44	9/12 & 9/15/00	Palacio, Azarias	СН	11		S Hrs	11.00	121.00	
					5=01						5=01		Palacio, Azarias	CH	2	13	OT Hrs		33.00	154.00
9/24/00	Labor, Clean Up	8.00	24.88		199.04	Disallowed	GC	N/A	N/A	-	199.04	0	Palacio, Azarias	СН	7		S Hrs		77.00	
	-												Palacio, Azarias	СН	1	8	OT Hrs		16.50	93.50

Contract Compliance - RDC P9995 Welcome Park Phase I Verification of RDC In-house Labor Costs

Sched	lule 2
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Per RDC La	bor Costs Schea	lule				Per I/A		VCIII			use Labor C	Per RDC								
Week End (W/E)	Staff Type Description ¹	Hours	Rate ¹	Supervision Total	Labor Total	Payroll Exp Allowed/ Disallowed	See Legend	Allow- able Hrs	Rate per Contract	Total Eligible	Total Over/ (Underpd)	Date(s) Employee Worked	Employee Name	Title/ Position	# of Hrs Worked in W/E	Total Hrs for W/E	Unit	RDC Actual Hrly Rate	Amount	Total
10/1/00	Labor, Clean Up	4.00	24.88		99.52	Disallowed	GC	N/A	N/A	-	99.52	9/28/00	Palacio, Azarias	СН	4	4	S Hrs	11.00	44.00	44.00
7/0/00	Labor, Fence work	0.00	00.00		00.70	Allaurad		0.00	00.40	05.44	1.00			50/70	0		0.1.1	45.00	45.00	45.00
7/9/00	Labor, Fence work	3.00	29.90		89.70	Allowed		3.00	28.48	85.44	4.26	7/7/00	Jaimes, Juan	EO/TC	3	3	S Hrs	15.00	45.00	45.00
7/16/00	Labor, Fence work	46.00	29.90		1,375.40	Allowed		11.00	28.48	313.28		7/10-7/11/00	Palacio, Azarias	СН	11		S Hrs	11.00	121.00	
1/10/00	Labor, I ence work	40.00	20.00		1,070.40	Disallowed		N/A	N/A	-			Palacio, Azarias	CH	9		OT Hrs	16.50	148.50	
						Allowed		9.00	28.48	256.32			Jaimes, Juan	EO/TC	9		S Hrs	15.00	135.00	
						Disallowed		N/A	N/A	-		7/10 & 7/15/00	1	EO/TC	9		OT Hrs	22.50	202.50	
						Disallowed		N/A	N/A	-	805.80	7/15/00	Simmons, Michael	тс	8	46	OT Hrs	17.25	138.00	745.00
7/23/00	Labor, Fence work	66.00	29.90		1,973.40	Allowed		16.00	28.48	455.68		7/17-7/18/00	Simmons, Michael	TC	16		S Hrs	11.50	184.00	
						Disallowed		N/A	N/A	-			Simmons, Michael	TC	1		OT Hrs	17.25	17.25	
						Allowed		21.00	28.48	598.08		7/17-7/19/00	Palacio, Azarias	СН	21		S Hrs	11.00	231.00	
						Disallowed		N/A	N/A	-			Palacio, Azarias	СН	3.5		OT Hrs	16.50	57.75	
						Allowed		21.00	28.48	598.08			Jaimes, Juan	EO/TC	21		S Hrs	15.00	315.00	
						Disallowed		N/A	N/A	-	321.56	7/17-7/18/00	Jaimes, Juan	EO/TC	3.5	66	OT Hrs	22.50	78.75	883.75
0/2/00	Labor, Fence work	47.50	29.90		1,420.25	Allowed		16.00	28.48	455.68		0/04 0/4/00	Information Incom	то	16		S Hrs	15.00	240.00	
9/3/00	Labor, Fence work	47.50	29.90		1,420.25	Allowed		4.00	28.48	455.68		8/31-9/1/00	Jaimes, Juan Jaimes, Juan	TC TC	10		S His S His	22.50	240.00 90.00	
						Allowed		24.00	28.48	683.52			Palacio, Azarias	CH	- 24		S Hrs	11.00	264.00	
						Disallowed		N/A	N/A	-	167.13		Palacio, Azarias	CH	3.5	47.5	OT Hrs	16.50	57.75	651.75
														1						
	Labor, Earthwork																			
8/27/00	Labor, Earthwork	36.00	29.90		1,076.40	Allowed		8.00	28.48	227.84		8/25/00	Palacio, Azarias	СН	8		S Hrs	11.00	88.00	
						Disallowed		N/A	N/A	-	848.56	8/25/00	Palacio, Azarias	СН	1	9	OT Hrs	16.50	16.50	104.50
9/3/00	Labor, Earthwork	38.00	29.90		1,136.20	Allowed		8.00	28.48	227.84			Palacio, Azarias	СН	8		S Hrs	11.00	88.00	
						Disallowed		N/A	N/A	-	908.36	8/28/00	Palacio, Azarias	СН	1	9	OT Hrs	16.50	16.50	104.50
0/10/00		42.00	20.00		1 055 90	Allowed		6.00	20.40	170.00		0/0/00		то	6		S Hrs	15.00	00.00	
9/10/00	Labor, Earthwork	42.00	29.90		1,255.80	Allowed		6.00 6.00	28.48 28.48	170.88 170.88			Jaimes, Juan	TC CH	6 6		S HIS S HIS	15.00 11.00	90.00 66.00	
						Disallowed		0.00 N/A	20.40 N/A	-	914.04		Palacio, Azarias Palacio, Azarias	CH	11	23	OT Hrs	16.50	181.50	337.50
						Disallowed				_	314.04	9/4 & 9/9/00	Falacio, Azalias			20	011113	10.50	101.50	557.50
9/17/00	Labor. Earthwork	36.00	29.90		1,076.40	Allowed		12.00	28.48	341.76		9/11-9/12/00	Jaimes, Juan	тс	12		S Hrs	15.00	180.00	
	,				.,	Disallowed		N/A	N/A	-			Jaimes, Juan	TC	3		OT Hrs		67.50	
						Allowed		13.00		370.24			Palacio, Azarias	СН	13		S Hrs		143.00	
						Disallowed		N/A	N/A	-	364.40		Palacio, Azarias	СН	2	30	OT Hrs	16.50	33.00	423.50
1/1/00	Labor, Earthwork	38.00	29.90		1,136.20	Allowed		24.00	28.48	683.52	452.68	9/26/00	Jaimes, Juan	TC	8		S Hrs		120.00	
												9/26-9/27/00	Palacio, Azarias	СН	16	24	S Hrs	11.00	176.00	296.00

Schedul	e 2
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Per RDC La	bor Costs Schedu	ıle				Per I/A		Verm			use Labor	Per RDC								
Week End (W/E)		Hours	Rate ¹	Supervision Total	Labor Total	Payroll Exp Allowed/	See Legend	Allow- able Hrs	Rate per Contract	Total Eligible	Total Over/ (Underpd)	Date(s) Employee Worked	Employee Name	Title/ Position		Total Hrs for W/E	Unit	RDC Actual Hrly Rate	Amount	Total
	Labor, Landscaping, So	<u>od</u>																		
8/27/00	"	160.00	24.88		3,980.80	Disallowed		-	24.88	-	3,980.80				0	0	S Hrs	-	-	-
9/3/00	"	182.00	24.88		4,528.16	Disallowed		-	24.88	-	4,528.16				0	0	S Hrs	-	-	-
9/10/00	11	158.00	24.88		3,931.04	Disallowed		N/A	N/A	-	3,931.04	9/4/2000	Jaimes, Juan	тс	9	9	OT Hrs	22.50	202.50	202.50
	Labor, Concrete																			
	Labor, Concrete	55.00	29.90		1,644.50	Disallowed		-	28.48	-	1,644.50				0	0	S Hrs	-	-	-
	Labor, Concrete	40.00	39.71		1,588.40	Disallowed		-	37.82	-	1,588.40				0	0	S Hrs	-	-	-
(s/b 8/13/00)																				
8/20/00	Labor, Concrete	40.00	29.90		1,196.00	Disallowed		-	28.48	-	1,196.00				0	0	S Hrs	-	-	-
8/27/00	Labor, Concrete	32.00	29.90		956.80	Disallowed		-	28.48	-	956.80				0	0	S Hrs		-	-
8/27/01	Labor, Concrete	60.00	39.71		2,382,60	Disallowed			37.82	-	2,382.60				0	0	S Hrs	-	-	-
(s/b 8/27/01)		00.00			2,002.00	Dictationed			01.02		2,002.00					•	•••••			
	Labor, Masonry																			
	Labor, Masonry	12.00	29.90		358.80	Allowed		8.00	28.48	227.84		8/29/2000	Palacio, Azarias	СН	8		S Hrs	11.00	88.00	
						Disallowed		N/A	N/A	-	130.96	8/29/2000	Palacio, Azarias	СН	1	9	OT Hrs	16.50	16.50	104.50
9/17/00	Labor, Masonry	12.00	29.90		358.80	Allowed		8.00	28.48	227.84	130.96	9/13/2000	Palacio, Azarias	СН	8	8	S Hrs	11.00	88.00	88.00
9/24/00	Labor, Masonry	7.00	29.90		209.30	Allowed		5.00	28.48	142.40	66.90	9/18/2000	Palacio, Azarias	СН	5	5	S Hrs	11.00	55.00	55.00
	Labor, Wood Bollards																			
	Labor, Wood Bollards	40.00	39.71		1,588.40	Disallowed		-	37.82	-	1,588.40				0	0	S Hrs		-	-
9/10/00	Labor, Wood Bollards	50.00	29.90		1,495.00	Allowed		24.00	28.48	683.52	811.48	9/7-9/8/00	Palacio, Azarias	СН	16		S Hrs	11.00	176.00	
												9/7/2000	Jaimes, Juan	TC	8	24	S Hrs	15.00	120.00	296.00
	Labor, Insulation (s/b Ir	stallation)																		
	Labor, Insulation "	12.00	29.90		358.80	Allowed		4.00	28.48	113.92	244.88	12/4/2000	Betancourt, Jose	СН	4	4	S Hrs	10.00	40.00	40.00
(s/b 12/10/00)																				
	Labor, Insulation "	20.00	39.71		794.20	Disallowed		-	37.82	-	794.20				0	0	S Hrs	-	-	-
(s/b 12/10/00)				¢ 00 000 00	¢ 26.050.00															
Total	uicion/Lohor	1760 50			\$ 36,950.03 \$ 50,242.03			457.00		¢ 46 696 99	¢ 40.050.75				051 F	0E1 E			¢ 10,000,00	¢ 18,000,00
Total Super	vision/Labor	1769.50			\$ 59,343.03			457.00		ͽ Ι 0,080.28	\$ 42,656.75				6.100	851.5			φ 10,099.00	\$ 18,099.00

Per RDC La	bor Costs Schedu	ule				Per I/A						Per RDC								
Week End (W/E)	Staff Type Description ¹	Hours	Rate ¹	Supervision Total	Labor Total	Payroll Exp Allowed/ Disallowed	See Legend	Allow- able Hrs	Rate per Contract	Total Eligible	Total Over/ (Underpd)	Date(s) Employee Worked	Employee Name	Title/ Position	# of Hrs Worked in W/E	Total Hrs for W/E	Unit	RDC Actual Hrly Rate	Amount	Total
Legend:																				
	Disallowed Hrs: N Conditions labor ta		irsable staf	ff (Supervision,	Expeditor & Cle	ean-up) perforn	ning Ge	eneral												
	Straight time hours																			
	Disallowed Hrs: R	DC employ	ees worke	ed overtime hou	urs without City	Inspector pres	ent													
VAC	Disallowed Hrs: Ti	me Sheets	show SPI	M & PS were o	n vacation (see	Auditor's Not	e #2)													
СН	Carpenter's Helpe	r																		
PM	Project Manager																			
PS	Project Superinten	ndent																		
SL	Skilled Laborer																			
SPM	Senior Project Mar	nager																		
TC	Trim Carpenter																			
Auditor's N	ote:																			
1. RDC In-h	ouse Labor was ca	alculated by	y RDC usir	ng incorrect rat	es and staff type	e descriptions t	hat													
were not i	n accordance with	Main Proje	ect/Contrac	xt #9988 Exhibi	t E.															
2. Two sepa	arate time shts were	e evidence	ed for ea er	nployee w/1 tir	ne sht charging	all time to vaca	tion &	the												
	arious projects incl																			

City of Fort Lauderdale - Internal Audit Office RDC Contract Compliance Verification of Equipment Costs for Welcome Park - Phase I (FTL119)

Date	Description	RDC Employee	City Contract	Total
Used	Description	Signed Equipment Use Log	Rate	TOLAI
Total City F	Paid RDC	USC LUG	ixaus	\$ 14,278.00
				\$ 14,270.00
Total Eligib	le/Allowed:			
7/7/00	F150	Richard Tinory	\$ 38.00	
7/10/00	Rack Truck	Bert Lundstedt	48.00	
7/24/00	F150	Richard Tinory	38.00	
7/25/00	F150	Richard Tinory	38.00	
7/27/00	F150	Richard Tinory	38.00	
7/28/00	F150	Richard Tinory	38.00	
8/14/00	F250	Bodner	38.00	
8/15/00	F250	Bodner	38.00	
8/16/00	F250	Bodner	38.00	
8/17/00	F250	Bodner	38.00	
8/18/00	F250	Bodner	38.00	
8/18/00	Generator	Bodner	33.50	
8/23/00	F250	Bodner	38.00	
8/24/00	F250	Bodner	38.00	
8/25/00	F250	Bodner	38.00	
8/29/00	F250	Bodner	38.00	
8/29/00	Generator	Bodner	33.50	
8/30/00	F250	Bodner	38.00	
8/31/00	F250	Bodner	38.00	
9/1/00	F250	Bodner	38.00	
9/5/00	F250	Bodner	38.00	
9/6/00	Generator	Bodner	33.50	
9/6/00	F250	Bodner	38.00	
9/7/00	Generator	Bodner	33.50	
9/7/00	F250	Bodner	38.00	
9/8/00	F250	Bodner	38.00	
9/8/00	Generator	Bodner	33.50	
9/11/00	F250	Bodner	38.00	
9/12/00	F250	Bodner	38.00	
9/12/00	New Holland	Bodner	168.00	
9/12/00	Rack Truck	Bodner	48.00	
9/13/00	F250	Bodner	38.00	
9/13/00	Generator	Bodner	33.50	
9/14/00	F250	Bodner	38.00	
9/14/00	Generator	Bodner	33.50	
9/18/00	F250	Bodner	38.00	
9/19/00	F250	Bodner	38.00	
9/20/00	F250	Bodner	38.00	
9/21/00	F250	Bodner	38.00	
9/22/00	F250	Bodner	38.00	
9/25/00	F250	Bodner	38.00	
9/26/00	F250	Bodner	38.00	
9/27/00	F250	Bodner	38.00	
9/28/00	F250	Bodner	38.00	
10/12/00	F150	Bodner	38.00	
10/13/00	F150	Bodner	38.00	
11/7/00	F150	Bodner	38.00	
12/4/00	F150	Bodner	38.00	
10/22/02	F150	Bodner	38.00	1,980.50
Total Disall	owed/City Overpaid	/		\$ 12,297.50

Contract Compliance - RDC P9995 Welcome Park - Phase I Questionable Project Expenditures Incurred by RDC

	Per RD	C١	Vendor History by Job Repo	ort	-	-	-		-	Per IA
Ref #	Cost Code (CC)	CC Type	Vendor Name	Description	Invoice #	Check Date	Check #	Amount Paid	Total	Questionable Exp Total
	No Sub		ntractor's Agreement (Prov	y. 9.4)		•				
		-	basis for compensation, la	bor/materials, tied to sco	ope of work,	etc.)				
			Big D Paving Co., Inc.	site clearing/grubbi	1234	2/9/01		\$ 25,231.50		\$ 25,231.50
	002450			site clearing	243-1	8/23/00	99999999	45,868.50		45,868.50
	002450			site clearing	243-1-2	8/23/00	99999999	(45,868.50)		(45,868.50)
	002450			site clearing	243-1A	8/29/00		22,633.50		22,633.50
	002450			site clearing/grubbi	243-3	2/9/01		7,900.00		7,900.00
	002450			demolition	243-1-2	8/23/00	99999999	(3,717.00)		(3,717.00)
	002451			remove wall & curb; conrete removal	00330	10/13/00	15869	9,395.00		9,395.00
	002451			demolition	243-1A	8/29/00	15409	4,661.96		4,661.96
	002451			demolition	243-1A	10/13/00		5,338.04		5,338.04
		S		demolition	243-3		99999999	3,717.00		3,717.00
	002450			striping	243-1A	10/13/00	15869	2,695.00		2,695.00
	002450			concrete work	243-1A	10/13/00	15869	10,540.00		10,540.00
	003001			concrete work	244250	10/13/00	15869	(672.57)		(672.57)
	003001	Μ		reg concrete	2457000	10/13/00	15869	(1,046.22)	\$ 86,676.21	(1,046.22)
2	016100	S	Florida Electric Service	electric	10702	5/4/01	17961	9,987.90		9,987.90
	016100			install kim	7439	12/20/00		1,282.46	11,270.36	1,282.46
		-						,	,	,
3			Raymond Walters	stucco on sign	FTL119	9/29/00	15765	1,020.00	1,020.00	1,020.00
	Subtota	al							98,966.57	
	No Sub	со	nsultant's Agreement (Prov	v. 9.4) & quantity hrs ren	dered, staff	type				
	descrip	tio	on, contracted rates & dates	of service not evidence	ed on invoice	•				
4	001750	А	Corzo Castella Carballo	pro services	10264	8/29/00	15411	3,000.00		3,000.00
	001750	А		pro services	10265	8/29/00	15411	4,000.00		4,000.00
	001750	А		pro services	10274	2/9/01	17041	9,500.00		9,500.00
	001750	А		engineering	10363	2/9/01	17041	1,000.00		1,000.00
	001750	А		engineering	10364	2/9/01	17041	450.00		450.00
	001750	А		balance contract	bal contra	2/9/01	17041	(7,000.00)		(7,000.00)
	001750	А		bal on contract	bal on con	2/9/01	17041	1,350.00		1,350.00
	001750	A		cdt on balance	cdt on bal	2/9/01	17041	(2,100.00)	10,200.00	(2,100.00)
5	001770	Δ	Construction Consultants	Elec. Engineering Servs	100-0701-1	8/29/00	15414	1,500.00	1,500.00	1,500.00
Ŭ	Subtota				100 0101 1	0/20/00	10111	1,000.00	11,700.00	1,000.00
	Total								\$110,666.57	\$ 110,666.57
	Legend									
			ns include change order(s).							
	st Code	Ту	pe:							
	Admin.									
	Material									
S	Subcont	tra	ctor							

DATE: Exhibit "R1" TO: Hector Castro, P.E., City Engineer FROM: SUBJECT: PROJECT The referenced project has been completed. Contractor: Work Completed On: Final Inagection Made On: Guaranty Expiration Date: Signed: In addition, I have forwarded the below listed itams for incorporation into the main project file: Affidavit on Behalf of Contractor, dated Paten File Full Release of Lien by Suppliers, dated Paten File Full Release of Final Payment Release for Final Payment Design Engineer Release for Final Payment	,		dep. Engineer	CITY OF FORT LAUDERDALE ARTMENT OF PUBLIC SERVI ING AND ARCHITECTURAL S NAL PROJECT INFORMATION	CES Ervices
TO: Hector Castro, P.E., City Engineer FROM: SUBJECT: PROJECT	· 	DATE:			
SUBJECT: PROJECT		то:	Hector Castro,	P.E., City Engineer	Exhibit "RI"
The referenced project has been completed. Contractor: Work Completed On: Final Inspection Made On: Guaranty Expiration Date: Signed: Inspector Date Supervising Inspector Date In addition, I have forwarded the below listed items for incorporation into the main project file: Affidavit on Behalf of Contractor, dated Payment File Full Release of Lien by Subcontractors, dated Payment File Full Release of Lien by Subcontractors, dated Pictures Full Release of Lien by Subcontractors, dated Pictures Full Release of Lien by Subcontractors, dated Pictures Release for Final Payment Design Engineer Date		FROM:			
The referenced project has been completed. Contractor: Work Completed On: Final Inspection Made On: Guaranty Expiration Date: Signed: In addition, I have forwarded the below listed items for incorporation into the main project file: Affidavit on Behalf of Contractor, dated Payment File Full Release of Lien by Subprinter, dated Plotures Full Release of Lien by Subprinter, dated Plotures Full Release of Lien by Subprinter, dated Plotures Ka-Built Drawings (Eng. Svcs.) File No Testing Reports Release for Final Payment	, <u> </u>	SUBJECT:	PROJECT		
Contractor:				······	· · · · · · · · · · · · · · · · · · ·
Contractor: Work Completed On:	. 				
Work Completed On: Final Inspection Made On: Guaranty Expiration Date: Signed: Inspector Date Supervising Inspector Date In addition, I have forwarded the below listed items for incorporation into the main project file: // Affidavit on Behalf of Contractor, dated Payment File Full Release of Lien by Contractors, dated Plctures Full Release of Lien by Subpontractors, dated Plctures		The referen	ced project has be	en completed.	
Final Inspection Made On:		• - • • •	ted Ont		
Inspector Date Supervising Inspector Date In addition, I have forwarded the below listed items for incorporation into the main project file: // Affidavit on Behalf of Contractor, dated Cut Sheets Full Release of Lien by Contractors, dated Payment File Full Release of Lien by Subcontractors, dated Pictures Full Release of Lien by Suppliers, dated Shop Drawings As-Built Drawings (Eng. Svcs.) File No Testing Reports Other:		Final Inspe	ction Made On:		
Inspector Date Supervising Inspector Date In addition, I have forwarded the below listed items for incorporation into the main project file: // Affidavit on Behalf of Contractor, dated Cut Sheets Full Release of Lien by Contractor, dated Payment File Full Release of Lien by Suppliers, dated Pictures Full Release of Lien by Suppliers, dated Shop Drawings As-Built Drawings (Eng. Svcs.) File No Testing Reports Other: Design Engineer Release for Final Payment Date		Signed:			
Supervising Inspector Date In addition, I have forwarded the below listed items for incorporation into the main project file: // Affidavit on Behalf of Contractor, dated Cut Sheets	_ , _				
In addition, I have forwarded the below listed items for incorporation into the main project file: Affidavit on Behalf of Contractor, dated Cut Sheets Full Release of Lien by Contractor, dated Payment File Full Release of Lien by Subcontractors, dated Pictures Full Release of Lien by Suppliers, dated Shop Drawings As-Built Drawings (Eng. Svcs.) File No Testing Reports Other: Design Engineer Date Supervisor				Inspector	Date
main project file: Affidavit on Behalf of Contractor, dated Cut Sheets Full Release of Lien by Contractors, dated Pictures Full Release of Lien by Suppliers, dated Shop Drawings As-Built Drawings (Eng. Svcs.) File No Testing Reports Other: Release for Final Payment Design Engineer Date Supervisor Date				Supervising Inspe	ctor Date
Full Release of Lien by Contractor, dated Payment File Full Release of Lien by Suppliers, dated Pictures Full Release of Lien by Suppliers, dated Shop Drawings As-Built Drawings (Eng. Svcs.) File No Testing Reports Other: Release for Final Payment Design Engineer Date Supervisor Date				the below listed items	/ for incorporation into the
Full Release of Lien by Subcontractors, dated Pictures Full Release of Lien by Suppliers, dated Shop Drawings As-Built Drawings (Eng. Svcs.) File No Testing Reports Other: Other: Release for Final Payment Design Engineer Date Supervisor Date					
As-Built Drawings (Eng. Svcs.) File No Testing Reports Other: Release for Final Payment Design Engineer Date Supervisor Date	_ ~	Full Release	a of Lien by Subcom	ntractors, dated	Pictures
Design Engineer Date		As-Built Dr	awings (Eng. Svcs.) File No.	_ Shop Drawings Testing Reports
Supervisor Date	[Release for	Final Payment		
Supervisor Date					
				Design Engineer	DECG
•				Supervisor	Date
		If CDBG Fund	ied Project:	-	

	Department of Planning and Economic Development
Final Contract Price:	\$
Materials Purchased by City: Pipe: Asphalt: Other:	
Contract Plus Materials Total:	\$
Engineering Charges to Date:	\$
Final Engineering Charges:	\$

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PRB/jj{rev.1/17/96}[in System Cabinet]/FinalPjInfo



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	*	AGE
	- *]	PRE-CONSTRUCT
	and the second sec	Project- Proje
		Meeting Location: 4th Floor City Hall 10
	- - 1	Engineering Inspector:
	at r	CONTRACT PROVIS
		1. Introductions/Go around the room
	₹ 7 ₹ 3	2. Contract Start Date:
	चर∶ रम	3. Contract Completion Date:
		4. List of Qualified Subcontractors.
		5. Construction Schedule.
	₽° Ru	6. Quality Control Program,
		7. Critical Work Sequencing.
	■ , ∧ •	8. Relation and Coordination of Contractors.
		9. Designation of Responsible Personnel:
	- -]	For the Contractor:
	• • •2•	For the City (owner)
		the decisions and changes.
	ب	11. Adequacy and Distribution of Contract Docur
		12. Submittal of Shop Drawings, project data and
		13. Procedures for Maintaining Record Documen
	€ 62 - 107	14. Use of Premises.
		15. Protection of existing landscape materials.
		16. Safety and First-Aid Procedures.
		17. Security Procedures.
		18. Housekeeping Procedures, (dust control, san
		

Exhibit "R2"

1

2

AGENDA

ICTION CONFERENCE

Project Description:

<u>I 100 N. Andrews Ave, Fort Lauderdale, FL</u>

Cell phone:

DVISIONS DISCUSSED

Phone No:

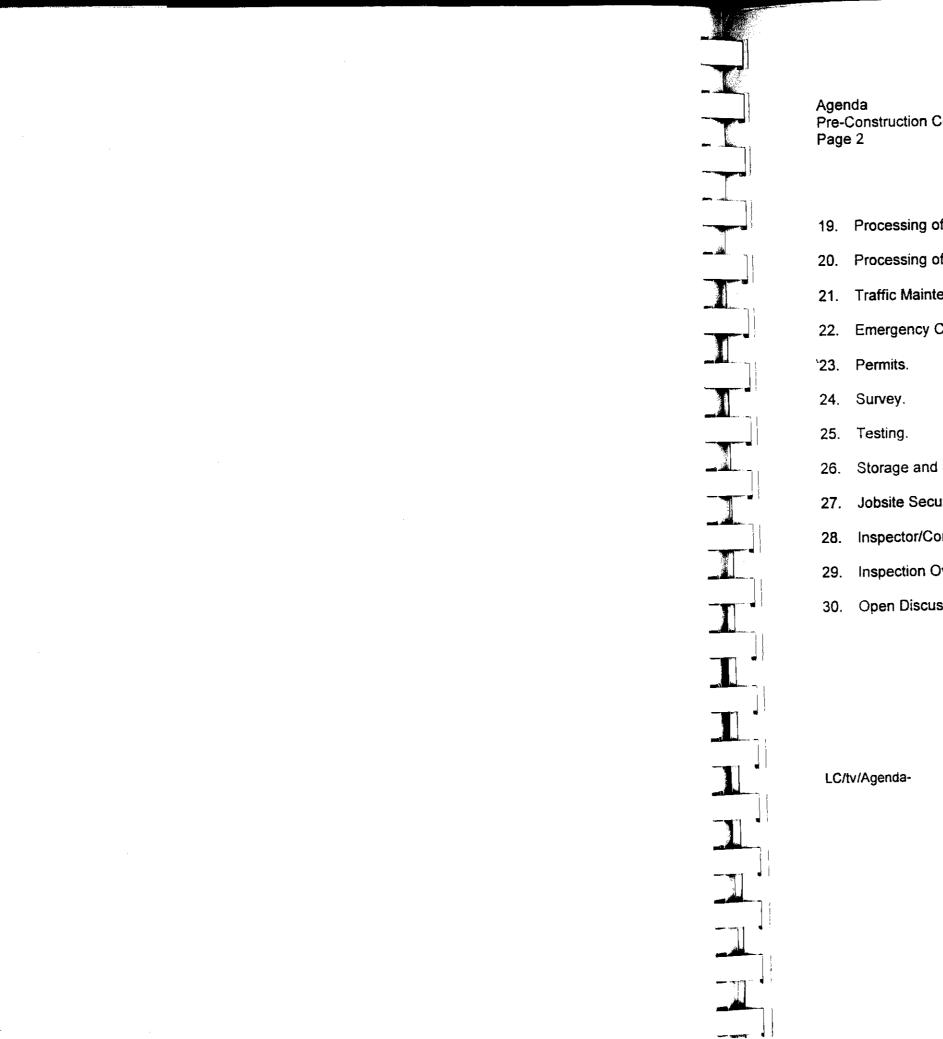
Cell Phone No: es.

ocuments.

and Samples.

nents (As-Builts).

sanitary facilities, etc.).



Agenda Pre-Construction Conference Page 2

- 19. Processing of Contract.
- 20. Processing of Payments.
- 21. Traffic Maintenance.
- 22. Emergency Contacts (24 hours).

- 26. Storage and Staging Areas.
- 27. Jobsite Security During Nonworking Hours.
- 28. Inspector/Contractor working hours.
- 29. Inspection Overtime. (Letter required).
- 30. Open Discussion.