Memorandum

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To: Honorable Mayor Carlos A. Gimenez
Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners, Miami-Dade County

From: Mary T. Cagle, Inspector General

Date: April 28, 2014

Subject: Transmittal and Executive Summary of the OIG's Final Report into *Alleged Misrepresentations Made in the Course of the Notice to Professional Consultants Selection Process for Program and Construction Management Services for the Water and Sewer Department's Wastewater System Priority Projects; ISD Project No. E-13-WASD-01R;* Ref. IG14-05

Attached please find the above-captioned final report issued by the Office of the Inspector General (OIG). The OIG's investigation into the alleged misrepresentations was predicated upon a request by the Internal Services Department; it was also based on our own initiative in light of our on-going oversight efforts relative to WASD's capital program.

This report, as a draft, was provided to AECOM Technical Services, Inc. (AECOM), the subject of the report, in accordance with Section 2-1076 (f) of the Code of Miami-Dade County. AECOM submitted a written response, which is attached to the final report as Appendix A.

Overall, the OIG investigated 15 plus allegations made by the second-ranked firm, CH2M HILL, Inc., against AECOM, the first-ranked firm. We determined that only one allegation concerning a statement made during the oral presentation has merit. For reading convenience, a one-page executive summary of the report follows.

Attachment

cc: Robert A. Cuevas, Jr., County Attorney
Alina T. Hudak, Deputy Mayor, Office of the Mayor
John Renfrow, Director, Water and Sewer Department
Bill Johnson, Director Designee, Water and Sewer Department
Lester Sola, Director, Internal Services Department
Cathy Jackson, Director, Audit and Management Services Department
Charles Anderson, Commission Auditor
Miriam Singer, Assistant Director, Internal Services Department
Clerk of the Board
AECOM Technical Services, Inc. (under separate cover)
CH2M HILL, Inc. (under separate cover)

The OIG grouped CH2M's allegations against AECOM into three categories: allegations against AECOM and its sub-consultants, allegations against individual team members, and miscellaneous allegations. Of the 15 plus allegations reviewed by the OIG, we found that only one, the allegation that Rosanne Cardozo had negotiated the latest Consent Decree, had merit.

The allegations in the first category involved AECOM's experience as a prime consultant on wastewater consent decrees and whether there was a misrepresentation as to the number of contracts that AECOM has held. A second allegation in this category involved the collective experience of AECOM and its sub-consultants relating to wastewater consent decree work for DeKalb County, Georgia. The OIG determined that AECOM did not misrepresent its experience or the collective experience of its sub-consultants.

Allegations in the second category involved the experience and qualifications of two AECOM team members: David Haywood, AECOM's proposed Program Manager for the WASD contract, and Rosanne Cardozo, AECOM's proposed Regulatory Compliance Manager. As to Mr. Haywood, the allegations involved misrepresentations that his prior experience was at the level of Program Manager and/or that his prior experience was consent decree work. Specifically, management experience garnered from four consent decree programs were credited to Mr. Haywood's professional experience by AECOM and challenged by CH2M. These four programs belonged to Akron, Ohio; Indianapolis, Indiana; Atlanta, Georgia; and the Northeast Ohio Regional Sewer District (NEORSD). For the first three, the OIG determined that Mr. Haywood's job responsibilities for those programs were appropriately includable as relevant experiences. For NEORSD, Mr. Haywood's work preceded the Consent Decree by approximately 13 years. However, when the Consent Decree was executed, there was a sufficient nexus between Mr. Haywood's earlier work and its reference and inclusion in the eventual Consent Decree to justify including it as consent decree work.

As to Ms. Cardozo's represented experience, it was alleged that the AECOM team, in its oral presentations to the Mayoral Advisory Committee, claimed that Ms. Cardozo negotiated (or helped negotiate) the current WASD Consent Decree. Our review surrounding the development and negotiation of the current Consent Decree determined that Ms. Cardozo's work did contribute to the development of the Consent Decree, but that her involvement cannot reasonably be characterized as having negotiated or having helped negotiate the latest Consent Decree.

The third category was comprised of miscellaneous allegations. They involved a video used in AECOM's oral presentation, AECOM boasting about its size, recommending a software upgrade, interjecting the word "fee" during its oral presentation, a voicemail suggesting a meeting between the two firms, and hydraulic modeling. These miscellaneous allegations were determined to have no merit.

The miscellaneous allegations also included a late allegation made by CH2M (after our draft report was issued) that AECOM was terminated from its engagement in Akron, Ohio. The OIG has determined that the "termination" was without cause and directly coincided with the contract term's expiration.

MIAMI-DADE COUNTY
OFFICE OF THE INSPECTOR GENERAL

FINAL REPORT

OIG Investigation of Alleged Misrepresentations Made in the Course of the Notice to Professional Consultants Selection Process for Program and Construction Management Services for the Water and Sewer Department's Wastewater System Priority Projects
ISD Project No. E-13-WASD-01R

IG14-05

April 28, 2014

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I. INTRODUCTION

The Miami-Dade County Office of the Inspector General (OIG) conducted this investigation as a result of a complaint lodged by Mr. Albert Dotson, Esq., a representative of CH2M Hill, Inc. (CH2M), alleging misrepresentations by the current first-ranked proposer, AECOM Technical Services, Inc. (AECOM), in the procurement process to select a professional consultant for the County's Water and Sewer Department (WASD). The scope of work, pursuant to this Notice to Professional Consultants (NTPC), is for Program and Construction Management Services pursuant to the County's Consent Decree with the United States Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP). The Consent Decree is a judicially-enforced settlement agreement that resolves claims made by the United States Government and the State of Florida that Miami-Dade County (County) has violated and continues to violate the Federal Clean Water Act, the Florida Air and Water Pollution Control Act, and the terms and conditions of its National Pollutant Discharge Elimination System (NPDES) permits.

Work required under the Consent Decree is estimated to cost $1.6 billion over a 15-year period. This capital improvement program is necessary to improve the aging infrastructure of the County's wastewater utility assets and improve the overall reliability of the system (e.g., preventing ruptures and overflows). The work will consist of operational and maintenance improvements in accordance with the EPA's Capacity, Management, Operations, and Maintenance (CMOM) Program guidelines. Monies to be expended under this program will go towards project design, permitting, construction of the actual capital improvements, and program and construction management services. The last category, program and construction management services, is estimated to cost $91 million over the same 15-year period. While these services will be administered by WASD once the contracts are in place, the solicitation and procurement of these services are being achieved by the County's Internal Services Department (ISD). The procurement for the specific services related herein (Program and Construction Management Services for WASD's Wastewater System Priority Projects) bears ISD Project No. E13-WASD-01R.

CH2M's complaint involves a series of allegations that AECOM misrepresented its qualifications and the individual qualifications of its team members during the evaluation process and, therefore, should be disqualified. Additional miscellaneous allegations were also made by CH2M that it contends are grounds for disqualification.

II. EXECUTIVE SUMMARY

The OIG grouped CH2M's allegations against AECOM into three categories: allegations against AECOM and its sub-consultants, allegations against individual team members, and miscellaneous allegations. Of the 15 plus allegations reviewed by the OIG, we found that only one, the allegation that Rosanne Cardozo had negotiated the latest Consent Decree, had merit.

The allegations in the first category involved AECOM's experience as a prime consultant on wastewater consent decrees and whether there was a misrepresentation as to the number of contracts that AECOM has held. A second allegation in this category involved the collective experience of AECOM and its sub-consultants relating to wastewater consent decree work for DeKalb County, Georgia. The OIG determined that AECOM did not misrepresent its experience or the collective experience of its sub-consultants.

Allegations in the second category involved the experience and qualifications of two AECOM team members: David Haywood, AECOM's proposed Program Manager for the WASD contract, and Rosanne Cardozo, AECOM's proposed Regulatory Compliance Manager. As to Mr. Haywood, the allegations involved misrepresentations that his prior experience was at the level of Program Manager and/or that his prior experience was consent decree work. Specifically, management experience garnered from four consent decree programs were credited to Mr. Haywood's professional experience by AECOM and challenged by CH2M. These four programs belonged to Akron, Ohio; Indianapolis, Indiana; Atlanta, Georgia; and the Northeast Ohio Regional Sewer District (NEORSD). For the first three, the OIG determined that Mr. Haywood's job responsibilities for those programs were appropriately includable as relevant experiences. For NEORSD, Mr. Haywood's work preceded the Consent Decree by approximately 13 years. However, when the Consent Decree was executed, there was a sufficient nexus between Mr. Haywood's earlier work and its reference and inclusion in the eventual Consent Decree to justify including it as consent decree work.

As to Ms. Cardozo's represented experience, it was alleged that the AECOM team, in its oral presentations to the Mayoral Advisory Committee, claimed that Ms. Cardozo negotiated (or helped negotiate) the current WASD Consent Decree. Our review surrounding the development and negotiation of the current Consent Decree determined that Ms. Cardozo's work did contribute to the development of the Consent Decree, but that her involvement cannot reasonably be characterized as having negotiated or having helped negotiate the latest Consent Decree.

The third category was comprised of miscellaneous allegations. They involved a video used in AECOM's oral presentation, AECOM boasting about its size, recommending a software upgrade, interjecting the word "fee" during its oral presentation, a voicemail

suggesting a meeting between the two firms, and hydraulic modeling. These miscellaneous allegations were determined to have no merit.

The miscellaneous allegations also included a late allegation made by CH2M (after our draft report was issued) that AECOM was terminated from its engagement in Akron, Ohio. The OIG has determined that the "termination" was without cause and directly coincided with the contract term's expiration.

III. SUMMARY OF RESPONSE TO DRAFT REPORT

This report, as a draft, was provided to AECOM in accordance with Section 2-1076 (f) of the Code of Miami-Dade County. AECOM has submitted a written response to the findings of this report, which is included here in as Appendix A.

In sum, AECOM concurs with all of our findings except for one—the finding that Ms. Rosanne Cardozo, an AECOM team member, did not negotiate the current Consent Decree, as verbally represented during the oral presentation of January 16, 2014. AECOM maintains that Ms. Cardozo's work on the CMOM self-assessment document—a foundational element to the development of the Consent Decree—marks the beginning of the negotiating process. AECOM, in its response, writes that Ms. Cardozo sincerely believes that her work on the CMOM self-assessment qualifies her to say that she negotiated the current Consent Decree with the department. The OIG's position on this finding has not changed, and for the reasons set forth in the body of this report, we maintain our finding that her participation on the CMOM self-assessment does not qualify as having negotiated the Consent Decree.

IV. TERMS USED IN THIS REPORT

AECOM	AECOM Technical Services, Inc.
Akron	City of Akron, Ohio
ALCOSAN	Allegheny County Sanitary Authority
AWSIP	Atlanta Wastewater System Improvement Program
Atlanta	City of Atlanta, Georgia
BCC	Miami-Dade County Board of County Commissioners
Cardozo	Rosanne Cardozo (AECOM Task Manager)
CDM	Camp Dresser & McKee, Inc.
CH2M	CH2M Hill, Inc.
CMOM	Capacity, Management, Operation and Maintenance
CSC	Competitive Selection Committee (Tier 1 and Tier 2 evaluation process)
CSO	Combined Sewer Overflow

CSO Policy	Environmental Protection Agency *Combined Sewer Overflow (CSO) Control Policy* (April 19, 1994)
DeKalb	County of DeKalb, Georgia
EPA	United States Environmental Protection Agency
FDEP	Florida Department of Environmental Protection
Haywood	David Haywood (AECOM Program Manager)
Indianapolis	City of Indianapolis, Indiana
ISD	Miami-Dade County Internal Services Department
LTCP	Long-Term Control Plan (pursuant to the EPA CSO Policy)
MDC	Miami-Dade County
MWH	MWH Americas, Inc. (formerly known as Montgomery Watson Harza)
NEORSD	Northeast Ohio Regional Sewer District
NPDES	National Pollutant Discharge Elimination System (permit)
NTPC	Notice to Professional Consultants
OIG	Miami-Dade County Office of the Inspector General
PSA	Professional Services Agreement
SSO	Sanitary Sewer Overflow
Tier 3	Evaluation conducted by the Mayoral Advisory Committee
WASD	Miami-Dade County Water and Sewer Department
WWTP	Wastewater Treatment Plant

V. OIG JURISDICTIONAL AUTHORITY

In accordance with Section 2-1076 of the Code of Miami-Dade County, the Inspector General has the authority to make investigations of County affairs; audit, inspect and review past, present and proposed County programs, accounts, records, contracts, and transactions; conduct reviews and audits of County departments, offices, agencies, and boards; pose questions and raise concerns relating to the procurement of goods and services; review bid specifications and bid submittals; investigate contractor activity including performance, and require reports from County officials and employees, including the Mayor, regarding any matter within the jurisdiction of the Inspector General. The Inspector General may exercise any of the powers contained in Section 2-1076, upon his or her own initiative.

In accordance with County Administrative Order 3-39, which sets forth the *Standard process for construction of capital improvements, acquisition of professional services, construction contracting, change order and reporting*, "[i]f at any time, the County has reason to believe that any person or firm has provided incorrect information or made false statements in a submittal, proposal or oral presentation

before a selection committee, the County [Administration][1] shall refer the matter to the Office of the Inspector General . . ."

VI. BACKGROUND

The below timeline highlights some of the key activities that have taken place relative to ISD Project No. E13-WASD-01R.

February 29, 2012	County receives first draft of the proposed Consent Decree
December 13, 2012	Lawsuit filed against Miami-Dade County in Federal Court
April 12, 2013	NTPC for ISD Project No. E-13-WASD-01 advertised
May 8, 2013	NTPC for ISD Project No. E-13-WASD-01 cancelled / postponed
May 21, 2013	BCC approves by Resolution R-393-13 the Execution of a New Consent Decree between the County, United States of America (through the EPA) and the State of Florida (through FDEP)
June 4, 2013	BCC approves by Resolution R-445-13 a revised NTPC (ISD Project No. E13-WASD-01**R**) and authorizes the advertisement of the NTPC
June 6, 2013	Consent Decree (settlement agreement) lodged with the Court
June 6, 2013	ISD Project No. E13-WASD-01R advertised
June 17, 2013	Addendum 1 issued to the NTPC for E13-WASD-01R
June 28, 2013	Submittal Due Date – two submittals received AECOM Technical Services, Inc. and CH2M HILL, Inc.
August 5, 2013	Mayor appoints Competitive Selection Committee (CSC); revised on August 8, 2013
August 14, 2013	Tier 1 Evaluation (review of written proposals only) CSC ranks AECOM (1); CH2M (2)
August 28, 2013	Tier 2 Evaluation (includes oral presentations) CSC ranks CH2M (1); AECOM (2)
September 6, 2013	Memorandum stating results of the Tier 1 and Tier 2 evaluations and requesting authorization by the Mayor to negotiate with the first-ranked firm, CH2M

[1] This passage in A.O. 3-39 actually says County Manager, and has not been updated since the amendments to the County's Home Rule Charter.

November 15, 2013	Memorandum from the Mayor directing that a Mayoral Advisory Committee be convened for the purpose of concluding the selection process of ISD Project No. E13-WASD-01R (a.k.a. Tier 3).[2]
November 26, 2013	Appointment of the Mayoral Advisory Committee members for ISD Project No. E13-WASD-01R; revised on January 7, 2014 and January 15, 2014
November 26, 2013	Notifications sent to AECOM and CH2M advising of upcoming process and providing a list of six technical questions prepared by WASD that both firms are expected to address in their proposals and at the oral presentations
December 13, 2013	Deadline for submission of any additional supplemental materials
January 16, 2014	Mayoral Advisory Committee Evaluation (includes oral presentation); Mayoral Advisory Committee ranks AECOM (1); CH2M (2)
January 22, 2014	Memorandum requesting authorization by the Mayor to enter into negotiations with the first-ranked firm, AECOM, and by separate memorandum the appointment of Negotiation Committee
February 4, 2014	Negotiation meeting with the first ranked firm, AECOM
April 9, 2014	Consent Decree entered (Order signed by the Judge)

Since January 2014, the OIG has received 24 pieces of correspondence from CH2M making a variety of allegations about AECOM; the majority of them stem from AECOM's written submissions and oral presentations made before the Mayoral Advisory Committee. During the same period, the OIG has received 14 pieces of correspondence from AECOM; the majority of which sets forth AECOM's rebuttal of the allegations. Lists of the correspondence received from CH2M and from AECOM are included herein as OIG Schedules 1 and 2, respectively. References are made throughout this report to these various correspondences.

[2] During the period from early August up to August 27, 2013, there were some communications between CH2M, ISD and the County Attorney's Office that were the subject of review by the OIG, the Miami-Dade Commission on Ethics and Public Trust (COE), and the County Administration. These communications were also followed by a supplemental submittal submitted by CH2M on August 27, 2013, the day before the Tier 2 CSC meeting. These matters have been the subject of an informal bid protest filed by AECOM and a formal ethics complaint filed by AECOM. The COE determined that the actions of CH2M did not violate the Cone of Silence. The Mayor's memorandum of November 15, 2013 makes reference to the review undertaken by the COE, the observations made by the OIG, as well as consideration of what transpired during the process. The Mayor determined to instate a Mayoral Advisory Committee to conclude the evaluation and selection process. Our report does not rehash any of the issues that preceded this determination.

VII. CASE INITIATION & INVESTIGATIVE METHODOLOGY

Case Initiation

The OIG elected to initiate this investigation in line with our on-going oversight initiatives at WASD. The OIG has been, among other activities, monitoring WASD's plans to procure the professional services of consulting firms. Even prior to its formal advertisement, the OIG reviewed and provided comments on the subject NTPC. During the actual procurement process, OIG monitoring included attending all publicly noticed meetings, including the selection committee meetings, and reviewing the written submissions by the proposers. The OIG also attended the one negotiation session that took place resulting in an agreed to professional services agreement.

Like many other Miami-Dade County public officials, the Inspector General has received an unprecedented number of letters and emails sent by CH2M after the Mayoral Advisory Committee ranked AECOM first and CH2M second. These correspondences alleged that AECOM misrepresented its (and its team members) qualifications. CH2M, by citing to A.O. 3-39, requested that the County Administration refer these allegations to the OIG to investigate. CH2M also directly asked the OIG to investigate these misrepresentations.

Additionally, in February 2014, the OIG was requested by ISD to look into the matter. Because of our oversight activities, familiarity with these events, and our role as the County's Inspector General, we initiated this review.

Investigative Methodology

Our review entailed obtaining first-hand accounts from witnesses with knowledge of the events associated with the alleged misrepresentations. These individuals included WASD and other County personnel, but also included officials from other jurisdictions around the country that had information about either AECOM's prior engagements for wastewater consulting services and/or work performed by AECOM team members for those jurisdictions. The OIG also took sworn statements from the two individuals on the AECOM team who are at the center of CH2M's allegations. We also listened to the arguments and anecdotal evidence presented by the representatives for AECOM and CH2M.

We reviewed documents supplied by both AECOM and CH2M, and in many cases, requested additional documents. We reviewed the proposers' written and oral submissions made to the Selection Committee and Mayoral Advisory Committee. We attended the County's Responsibility Review meeting, and examined the documents supplied in connection with that review. We obtained background and documentary

support from WASD, and contacted other wastewater utilities around the Country for information relating to their contracts and consent decree programs. We also obtained records directly from third parties, including former employers.

We educated ourselves regarding certain EPA governing authorities, namely the Clean Water Act, the 1994 Combined Sewer Overflow (CSO) Control Policy, and the requirements thereof. And while we recognize that Miami-Dade County has sanitary sewers and not combined sewers, it was necessary for us to familiarize ourselves with the CSO requirements in order to evaluate claims made about those jurisdictions' long-term control programs, the planning that went into them, and the implementation of their own consent decree programs.

All of the complainant's allegations, including all of their different iterations, have been thoroughly analyzed and vetted by the OIG. Specific attention was paid not only to how the allegations were worded, but also to the written or oral evidence itself that CH2M claimed to contain the misrepresentations. Critical to this investigation was an understanding of the landscape of the consulting industry, as it relates to similar professional engineering engagements. Our method in examining each alleged misrepresentation included consideration of the context in which statements, whether oral or written, were made. We appreciate and understand the seriousness of the selection process, but we also have to acknowledge that in an NTPC, the process of evaluating the firms' qualifications and professional experiences is ultimately a subjective one. Written submissions, like their oral components, are also presentations; they both involve marketing, which does not go unacknowledged by the OIG.

This investigation was conducted in accordance with the *Principles and Standards for Offices of Inspector General, Quality Standards for Investigations,* as promulgated by the Association of Inspectors General.

VIII. OVERVIEW OF THE OIG'S INVESTIGATION

Overview of Allegations

The remainder of this report addresses the allegations made by CH2M, the second-ranked proposer, against AECOM, the first-ranked proposer, and the OIG's findings. These allegations have been presented in a variety of written forms. The allegations have been made in letters addressed to a variety of County officials, and they appear in the referenced attachments and exhibits to correspondence. Further, different allegations involving the same subject matter are presented in later correspondence. Some allegations made early on seem to disappear, in that they are not included when CH2M presents all of the allegations in a summary scorecard.

CH2M also presented the OIG with a book that was a compilation of its allegations and their purported proofs.

Notwithstanding the format of the allegations, the OIG considers it to be our responsibility to present and discuss our findings in a complete and contextual manner that addresses the main thrust of the allegation regardless of how it was worded. As such, we have taken the allegations and grouped them into three categories, which we believe will enable an all-inclusive discussion. These three categories are: allegations pertaining to the qualifications of the first-ranked proposer, AECOM and its team of sub-consultants; allegations pertaining to named individuals on the AECOM team; and miscellaneous allegations. What is not addressed by the OIG are: allegations concerning unregistered lobbying, which has been reviewed by the Miami-Dade Commission on Ethics and Public Trust, and allegations concerning non-disclosures during the Responsibility Review, which is directly under the purview of the Internal Services Department.

Contextual Overview

As alluded to in our *Investigative Methodology*, we were forced to examine words and phrases contained in the allegations and proposer submittals (oral and written) and determine whether there is common agreement on what these mean, especially to this industry. In the absence of any definition commonality within the industry, i.e., generally accepted terminology with accompanying definitions, we developed our own lexicon for purposes of this report. We found that both parties used otherwise common words and phrases, such as "consent decree program," "manage," "management experience", "program management," and "Program Manager," freely throughout their written and oral submissions, leaving it to the reader or listener to apply his/her own definition or context to these words and phrases.

Accordingly, as necessary throughout our report, we will provide our own descriptions/definitions of certain words and phrases to present the evaluative standards that we applied. We believe that only by adding context to this analysis can we make conclusions regarding the veracity of the statements and, thus, determine whether misrepresentations were made.

Because the complainant, CH2M, provided no definition, insight, or context to these general words and phrases when using them in its allegations against AECOM, we are unsure of how CH2M applied these same terms in its proposals and presentations when illustrating its experiences and qualifications. During our investigation, as we spoke to jurisdictions where both firms had listed their

experiences,[3] it became clear that both subject and complainant used terms without definition, creating ambiguity.

Based on the information obtained during our review, we find that there is flexibility in the use of certain terms and phrases within the industry. There is no categorically right way or wrong way; no black or white choice, just shades of grey. The question then, is to what extent the respective parties have indulged in literary license to market their experiences and qualifications?

IX. INVESTIGATIVE FINDINGS

A. QUALIFICATIONS OF AECOM AND SUB-CONSULTANTS

1. Allegation that AECOM misrepresented itself claiming to have been the prime on 28 consent decrees

In its first allegation involving misrepresentations, CH2M contends that AECOM misrepresented to the Mayoral Advisory Committee that it has been the prime on 28 consent decree projects.[4] CH2M argues that nowhere in its written submittals did AECOM represent that it had been the prime on 28 occasions, yet in response to direct questioning by an Advisory Committee member, AECOM stated that it had been the

[3] For example, when vetting claims about AECOM's work performed for NEORSD (Cleveland, OH) and ALCOSAN (Allegheny County, PA), we learned that CH2M also listed these two jurisdictions as relevant consent decree experiences. Based on the nature of the allegations CH2M has raised against AECOM, it appears that CH2M has engaged in a similar practice.

For NEORSD, CH2M listed it as under "Consent Decree Programs Managed by CH2M HILL." The OIG learned from NEORSD's Director of Engineering and Construction that NEORSD's consent decree program is being managed in-house and that they have not contracted with a consulting firm to perform that function. CH2M's agreement with NEORSD, which was executed almost two years before the entry of the Consent Decree, was specifically to manage NEORSD's Capital Improvement Program. The scope of services and all associated tasks are identified in Exhibit B of the agreement. Moreover, the agreement specifically excludes services associated with a CSO Long Term Control Plan Consent Decree. Instead, "the parties will evaluate the need for a Contract Modification to address the provisions of the Consent Decree in this Agreement." (Section 1.6 of the Agreement)

For ALCOSAN, CH2M listed it under "Consent Decree Programs CH2M Has Participated In." The OIG learned that CH2M did not have a prime contract with ALCOSAN; instead it was a partner (or sub-consultant) to Camp Dresser & McKee (CDM). ALCOSAN's contract with CDM started in 1994 and it was for Engineering Program Management services related to the wastewater treatment plant, hydraulic expansion, and odor control. CH2M's role decreased by 1998 and completely ended in 2000/2002. According to ALCOSAN's Executive Director, this work was not part of its consent decree program (Consent Decree entered in 2007) and would have taken place regardless of the Consent Decree.

[4] CH2M letter dated January 17, 2014.

prime on 28 Consent Decrees nationally. The OIG finds this allegation to be without merit. Later reiterations of this allegation by CH2M demonstrate the fallacy of its claim.

CH2M attempts to deduce that mathematically AECOM could not possibly be the prime on 28 Consent Decrees. First, CH2M shows that, according to the US EPA, there are 56 Consent Decrees nationally under the Clean Water Act. Next, CH2M states that it has had direct involvement in 28 of them. Ergo, AECOM, if it too claims the number 28, must be the prime on the remaining 28—which, CH2M implies, is clearly not the case. In support of its argument, CH2M provides a chart of the 56 jurisdictions, with two columns. One column is for program management and the second column is for program support and projects. However, CH2M, using its own supplied chart, only checks off nine Consent Decrees where it represents that it is fulfilling the program management role. The other 19 attributions are for program support and projects where the jurisdiction is under a Consent Decree.[5] Thus, CH2M, in providing its own credentials for comparative purposes, acknowledges that having direct prime involvement on a Consent Decree can be more than program management; it includes service for program support and projects. In other words, just because there are 56 consent decree jurisdictions, doesn't mean that there can only be 56 prime contracts.

The subject of AECOM's qualifications and past experience was vetted by ISD examiners during the Responsibility Review. AECOM was asked how many consent decree programs has it been the Program Manager on. AECOM responded that "there have been nine programs where AECOM has been the Program Manager on an enforcement action."[6] Further questioning during the hearing expounded on the number of contractual engagements where AECOM, in a prime role, has performed major tasks, e.g., design and other program functions, relative to the consent decree requirements.[7] It was explained that not all jurisdictions engage a Program Manager; some manage their programs in-house, but still engage consultants to perform work on specific consent decree required components. According to AECOM, the number of prime contracts it has had for consent decree work, which were not program management contracts, exceeds 30.[8]

The OIG concurs with this assessment. In our research and inquiry of various jurisdictions, we found that not all jurisdictions actually hire a Program Manager. Some jurisdictions perform the program management function in-house, but that does not mean that they don't engage the services of consultants for other major scopes of work. Furthermore, the question posed by the Mayoral Advisory Committee member was not

[5] CH2M letter dated January 22, 2014 and attached exhibit.
[6] See transcript of the February 25, 2014 Responsibility Review at page 23.
[7] Id. at pages 26-29.
[8] Id. at page 28.

qualified or limited to the role of Program Manager—only to whether its contractual engagement with the jurisdiction was as a prime.

As a follow-up to the Responsibility Review, AECOM was asked to supply a list of the aforementioned consent decree engagements. That list (two separate lists) shows the nine[9] jurisdictions where AECOM provided program management services and another 44 jurisdictions where AECOM had a prime role on the consent decree program that was not program management. These activities were generally in the areas of planning, design, facilities assessments, and construction management. The OIG is satisfied that AECOM has supplied sufficient proof that it has been the prime on at least 28 Consent Decrees nationally.

After these lists were produced, CH2M changed course and made two related, yet ancillary arguments that need to be addressed. First, CH2M disputes the list of consent decrees that AECOM provided (the list of nine where AECOM is/was the program manager) by arguing that six of the nine are either small in size, state actions, or are Federal actions that did not require the consent of the U.S. Department of Justice.[10] This argument is without merit. There is concurrent jurisdiction between the states and the Federal government, as the National Pollutant Discharge Elimination System (NPDES) permits are issued by the states, under authority granted to them by the Federal government. The smallest dollar values on the list are $165 million, $200 million, and $250 million. The $200 million and $250 million programs are pursuant to Federal enforcement. A Federal court order or an EPA administrative order, we believe, is significant enough of an enforcement action to warrant its inclusion on the list. Furthermore, AECOM's title heading to its document reads: "Note: Where AECOM provided program management services as a Prime to support a program, driven by an enforcement action."

Second, for one of the programs listed (which is actually pursuant to an EPA/DOJ Consent Decree) CH2M argues that AECOM misrepresented its role as Program Manager.[11] For the Allegheny County Sanitary Authority (ALCOSAN), AECOM stated its role as:

> Assumed responsibility and created a new program management function for basin coordination and oversight of regional CSO facilities planning efforts under way by seven basin engineering firms in a service area encompassing 83 municipalities and extending over ~ 300 square miles.

[9] There are actually 10 jurisdictions on this list. The tenth involves the San Francisco Public Utilities Commission. The program's price tag is $6.7 billion and AECOM's engagement began in 2011. The program is being performed in anticipation of a Consent Decree.
[10] CH2M letter dated March 14, 2014.
[11] CH2M letter dated March 26, 2014.

CH2M contends that basin coordination and program management are two different functions and, thus, AECOM's inclusion of ALCOSAN on this list is a misrepresentation. Through exhibits, CH2M surmises that basin coordination is a subordinate role to that of the Program Manager, and only the Program Manager reports to the client, i.e., ALCOSAN.

AECOM has supplied a letter from ALCOSAN's Executive Director, who, in our judgment, puts this issue to rest.[12] The basin program involves seven consultant teams to develop management plans for each of the seven basins. AECOM, as the basin coordinator, oversees these seven consultant teams and establishes the technical design criteria and management of the basins. Camp Dresser & McKee (CDM), ALCOSAN's Program Manager, has been providing services since the early 1990's in a variety of roles. According to the Executive Director, since implementation of the Consent Decree, CDM has been providing administrative program management services versus the technical services provided by AECOM. The Executive Director expressly referred to ALCOSAN's decision to have a dual program management approach. The Executive Director's explanation clearly refutes CH2M's allegation.

2. Allegation that AECOM falsely claimed credit for managing the DeKalb County consent decree program

CH2M alleges that AECOM committed another misrepresentation by claiming, in its written submission, that it managed the consent decree program in DeKalb County, Georgia.[13] CH2M, however, is wrong, because nowhere did AECOM say this.

As support for its allegation, CH2M supplies a chart that was included in both of AECOM's written submittals. That chart, submitted on 11" x 17" paper, has on one side a map of the United States with selected "Major Infrastructure Programs" nationwide containing a legend, which correlates the program/project and the agency to its geographical location. The legend is color-coded showing that certain programs/projects are attributed to the experience of two or more team members. The DeKalb County consent decree program is shown as consisting of the experience of two or more team members.[14] (Exhibit A-1, reduced to 8½" x 11")

On the flip side of this chart is a matrix containing eleven experience categories, which relate to the scopes of work that WASD is seeking by this procurement. Lined up to the side of the matrix are 37 jurisdictions where AECOM team members have worked

[12] AECOM letter dated March 28, 2014, and accompanying attachment.
[13] CH2M letter dated February 24, 2014.
[14] The AECOM team consists of 15 other firms/consultants, not including AECOM. Likewise, the CH2M team consists of 13 other firms, not including CH2M.

demonstrating experience in the eleven categories. One of those categories is Program Management. The other ten are: Master Planning/Validation, Consent Decree, Project Controls, Design Management, Construction Management, Risk Identification/Mitigation, CMOM [Capacity, Management, Operation and Maintenance], Staff Integration, Public Outreach, and VE [Value Engineering] reviews. The text box to the left of the matrix introduces how the chart is to be read. "Table 4-2 maps our team's past PM/CM contracts against WASD's scope of work in the RFP." (Exhibit A-2, reduced to 8½" x 11")

For the DeKalb County consent decree program, five of the eleven categories are checked. They are Master Planning/Validation, Consent Decree, Project Controls, Construction Management, and CMOM. The Program Management category for DeKalb County was not checked.

The OIG inquired of AECOM, and has been provided by them, with the names of the team members whose work in DeKalb County represents what is depicted in Table 4-2. Those three team members are Parsons Water and Infrastructure, Inc. (Parsons), Cardozo Engineering, Inc., and AECOM itself (although the work was initially awarded to Metcalf & Eddy, Inc., which formerly operated as a subsidiary of AECOM). Cardozo Engineering is a joint venture (JV) partner with Jacobs Engineering Group, Inc. to form DeKalb Water Partners JV (DWP).

The OIG was also provided with task authorizations issued to DWP[15] that show work activity, which meet the five criteria checked off in the matrix. Moreover, the inclusion of both Parsons' contract[16] and Metcalf & Eddy's contract[17] with DeKalb County demonstrates that the AECOM team satisfies the five experience categories checked for DeKalb County.

The OIG found no misrepresentations regarding the AECOM team's collective past performance in DeKalb County relating to wastewater programs.

[15] Contract No. 10-902029 between DeKalb County, Georgia and DeKalb Water Partners for the *Department of Watershed Management Annual Engineering Services Contract.* Contract Duration: August 2010 to June 2014.
[16] Contract No. 07-901001 between DeKalb County, Georgia and Parsons Water and Infrastructure, Inc. for the *Snapfinger and Pole Bridge Creek Wastewater Treatment Plant Expansion*. Contract duration: March 2008 to December 2017.
[17] Contract No. 02-9062 between DeKalb County, Georgia and Metcalf & Eddy, Inc. (AECOM) for *Engineering Services for Permitting, Design and Construction Management Services for the Upgrade of the Raw Water Pumping Station Facility*. Contract duration: November 2002 to December 2012.

B. QUALIFICATIONS OF AECOM INDIVIDUAL TEAM MEMBERS

1. Allegations that AECOM Program Manager Designee David Haywood misrepresented his program management experience relative to three consent decree programs: Indianapolis, Indiana; Atlanta, Georgia; and Cleveland, Ohio [NEORSD].

a. Summary of allegations and OIG evaluation of key terms

CH2M, in one or more letters, alleges that AECOM's written submittal to the initial Selection Committee (Tier 1 and Tier 2), and later its written submittal to the Mayoral Advisory Committee (Tier 3), misrepresented David Haywood's management experiences related to wastewater consent decree programs. Mr. Haywood is AECOM's proposed Program Manager. CH2M's allegations[18] cite numerous examples taken from these submittals that contain the alleged AECOM's misrepresentations:

> he [Haywood] has managed multiple wastewater consent decree programs with a value in excess of $10 billion for cities such as Atlanta, GA; Cleveland, OH [NEORSD[19]]; Indianapolis, IN; and Akron, OH …
>
> [Haywood] has successfully started up four major SSO/CSO consent decree programs in the past 15 years …
>
> Managed more than $10B in wastewater consent decree programs … Managed consent decree programs in Atlanta, Cleveland, Indianapolis, and Akron …
>
> His [Haywood's] expertise includes leading major programs for Akron CSO ($1.5B), Indianapolis CSO ($2.2B), Atlanta wastewater system improvements ($3B), and Atlanta CSO ($1B) …
>
> David Haywood has managed four other consent decree programs…

Allegations pertaining to each of the jurisdictions questioned by CH2M were examined by the OIG and they follow in subsections below. Our review yielded observations about the circumstances surrounding Mr. Haywood's management experiences and the terms used to describe those experiences. Our review required an assessment of Mr. Haywood's management responsibilities and the consent decree

[18] Included as separate allegations by jurisdiction or collectively, in CH2M letters dated: February 13, 2014; February 24, 2014; March 10, 2014; March 14, 2014; and March 21, 2014.
[19] NEORSD—Northeast Ohio Regional Sewer District

programs at all four locations: Cleveland (NEORSD), Atlanta, Indianapolis, and Akron.[20] We did so, in order to place context on the relative merits of what he was "managing" at each location and what a "consent decree program" encompassed at that time.

Two issues that we encountered that needed further evaluation were to establish 1) what activities and responsibilities equate to "managing" a consent decree program, and 2) what is a "consent decree program."

On the first issue, we observed that within the AECOM team, there was some difference of opinion. AECOM's written and oral submissions generally described Mr. Haywood's experience as having managed four consent decree programs. However, when Mr. Haywood was before the County's Responsibility Review hearing, he was asked "How many consent decree engagements have you managed?" Mr. Haywood stated that would be three consent decree programs. For purposes of the Responsibility Review, the County defined "management" as a leadership role in the senior management of a program. Included in this definition was the position of Deputy Program Manager.[21] When asked which of his experiences were as described, Mr. Haywood stated Atlanta, Indianapolis, and Akron; he did not include his NEORSD work.

During his statement to the OIG, Mr. Haywood was asked to clarify the "four versus three" discrepancy. Mr. Haywood explained to the OIG that during the Responsibility Review he asked the reviewer for clarification of whether she was seeking program manager or project manager experience. Mr. Haywood then described to the OIG that his role at NEORSD, "was not as a deputy program manager or a [program] manager" but that it was "part of the leadership team in a deputy project manager role for projects that were used to create the overall program." He continued by stating that a "program" manager and a "project" manager may perform, "very similar duties from a management standpoint", but the main difference between the two "is just the size and scale of responsibilities." Later in his statement to the OIG, Mr. Haywood summarized why he thought his NEORSD work, nonetheless, could be included as his having managed a wastewater consent decree program. "I would characterize it, as I tried to state before, it's those projects and all those tasks, I managed those tasks, I managed several elements of those overall projects, which ultimately became part of the [consent decree] program."

Without definitional criteria prescribed by the NTPC and the competitive evaluation process, the OIG cannot find that Mr. Haywood's characterization of "management" responsibilities was unreasonable.

[20] Actually, there is no specific allegation pertaining to Mr. Haywood's program management experience in Akron. There were, however, two miscellaneous allegations concerning Akron, but which are not specific to Mr. Haywood. These are addressed by the OIG in subsection C of this report.
[21] Transcript of Responsibility Review on February 25, 2014 on page 32.

The second issue needing further evaluation involves determining whether certain scopes of work and/or management responsibilities were related to a consent decree program. This is because CH2M alleged that Mr. Haywood could not have managed a jurisdiction's consent decree program because his services preceded the execution of that jurisdiction's Consent Decree.[22]

While these statements, relating to the timing of Mr. Haywood's services versus the Consent Decree execution date, are objective and factually correct, a more relevant, complete, and important determination includes an assessment of when does work on a consent decree program begin. Is the Consent Decree's execution date the definitive date, pursuant to industry-wide agreement, for determining when a consent decree program begins? We do not believe so.[23]

During his sworn statement to the OIG, Mr. Haywood relayed his thinking on this issue a number of times. Haywood stated,

> So you have to do the same types of work, same types of tasks, the same effort if you will, to come up with that [capital] plan to get the Consent Decree regardless of the implement [sic] program, regardless of when the consent decree is entered. . . .
>
> Again, all the work you've got to do upfront is the same regardless of when the consent decree—or regardless if the consent decree is entered or not. It's the same amount of work, the same types of work to solve the problem of the sewer overflows.

We learned that there is a commonality among EPA CSO consent decree programs. All such plans begin with the EPA's 1994 CSO Control Policy, which requires immediate implementation of nine minimum controls; continues through a jurisdiction's development and implementation of a long-term control plan (LTCP); EPA's approval of said LTCP; and ultimately the execution of a Consent Decree. This is usually a decade's long process involving the planning, implementation, and completion of the work described in the LTCP, all enforced by a Consent Decree that is executed sometime during the process.[24] A LTCP includes a layered, multi-project, multi-year, time-phased, very costly construction plan.

[22] This argument is made to Mr. Haywood's experience in Indianapolis and with NEORSD.
[23] See footnote 3.
[24] Mr. Haywood describes that there are two types of Consent Decrees: develop and implement, and implement only. The OIG has reviewed the sworn testimony of the Acting Branch Chief in the Municipal Enforcement Plan Section of the Wastewater Enforcement Division of EPA (testimony provided in 2011 relating to Consent Decrees in Ohio) where he also describes these two types of Consent Decrees, thus

A strictly construed definition of "consent decree program work" would likely include only that work on a LTCP after a Consent Decree has been entered. A more broadly construed definition would likely include any work on a LTCP that, at one time or another, was enforced by an executed Consent Decree, regardless of when that work was performed vis-à-vis the execution date of the associated Consent Decree. There likely are industry professionals who have their own definition that would be somewhere in between; but a determination of the best definition is debatable.

We can conclude that for both of these issues (what is wastewater program management experience and what is consent decree program work) that the indiscriminate use of these undefined terms—by all parties—lends itself to an ambiguity that favors the broader definition.

At this section's onset, we noted that we would evaluate Mr. Haywood's experiences in the context of his role at each location. Our comparison of Mr. Haywood's respective roles shows increasing responsibilities, beginning with his earliest efforts at NEORSD and ending with his latest efforts at Akron. Mr. Haywood's earlier job responsibilities did not have the same significance as his later efforts, but to suggest that his earlier work is not relevant wastewater management experience is disingenuous. The following subsections (b, c, and d) describe in greater detail Mr. Haywood's professional experiences and our assessment of the specific allegations.

b. Allegations relating to Mr. Haywood's work in Indianapolis

CH2M first alleged that Mr. Haywood and his team[25] were terminated by the City of Indianapolis and replaced with another Program Manager to complete the planning and to deliver the program.[26] Several weeks later, CH2M's allegation pertaining to Indianapolis changed course.[27] The new allegation was that Mr. Haywood's Program Manager work in Indianapolis was not performed pursuant to a Consent Decree and, therefore, was a misrepresentation about his management experience.

For the first allegation, CH2M supplied, as proof of this termination, an email dated January 31, 2014 from Jim Garrard, the former Director of the Indianapolis Department of Public Works. Mr. Garrard, in an email addressed to Mr. Steve Lavinder of CH2M, states:

confirming the notion that long-term control plan activities may take place before or after the entry of the Consent Decree, but that these are the same activities required regardless.

[25] Mr. Haywood was employed by MWH for this engagement.

[26] CH2M letter dated February 13, 2014.

[27] CH2M letter dated March 10, 2014.

> Per our discussion, you are correct that David Haywood led Montgomery Watson-Harza's work as program manager for the City of Indianapolis' effort to develop and [sic] long term control plan to address combined sewer overflows. MWH began that role in the early 2000s.
>
> In late 2004 – 2005 as I was serving as Director of the Indianapolis Department of Public Works, the City made the decision to end its relationship with MWH and selected another program manager to assume the lead role in developing the plan.
>
> The move was made to ensure Indianapolis crafted an appropriately sized program and to bring confidence that the final $1.8 B plan would meet the performance criteria EPA was demanding of Indianapolis.

First, nowhere in the email does Mr. Garrard state that MWH was terminated from its contract with Indianapolis. The OIG has reviewed the contract, including the contract term, and has determined that it was not renewed. There is no evidence that it was terminated. We asked for any additional proofs from CH2M regarding the ending of MWH's engagement in Indianapolis; we were provided none.

Second, our review determined that Indianapolis consolidated MWH's wastewater program management responsibilities into its pre-existing contract with another firm for Stormwater Utility Management. According to the recommendation memorandum from the Indianapolis Department of Public Works to its Board, the consolidation under one consultant will "provide monetary and productive benefits, eliminate potential duplication and provide consistent management of these two important programs."[28]

[28] Memorandum dated December 15, 2004, recommending that the Board of Public Works for the Consolidated City of Indianapolis approve Amendment 1 to the Professional Services Agreement of DLZ to add Environmental Program Management services. Moreover, the Board minutes on that item includes a reference that DLZ is a minority engineering firm and "that the scope of service was expanded [under DLZ] to utilize minority businesses, and that the project would involve as many firms as possible." Additionally, minutes from the February 24, 2005 Indianapolis Clean Stream Team Advisory Committee meeting also spoke to the consolidation of program managers under one agreement. The minutes stated that as the contract with MWH ended in 2004, the City wanted to realize efficiencies by using a watershed-based approach. The City asked DLZ [the stormwater utility program manager] to step in as manager of the Clean Stream Team program.

Finally, it should be noted that Mr. Garrard was seeking employment with CH2M at the time he spoke to Mr. Steve Lavinder of CH2M and then sent the email to him. Subsequent to writing the email he was offered and accepted a job with CH2M.[29]

Based on these findings, we conclude that the allegation that Mr. Haywood and his team were "terminated" from Indianapolis is without merit.

CH2M's second allegation regarding Indianapolis was that Mr. Haywood's work was not performed pursuant to an executed Consent Decree and, therefore, is a misrepresentation. The OIG finds that his work as Program Manager for this engagement and the responsibilities tasked to MWH, under its Program Management Agreement, were management experiences related to a consent decree program, even if the work preceded the actual execution of the Consent Decree.

The OIG reviewed the contract between MWH and the City of Indianapolis. The title of the agreement clearly expresses that MWH will be the Program Manager for the Combined Sewer Overflow Long Term Control Plan. The first whereas clause states that the City of Indianapolis "has proposed a Combined Sewer Overflow Long Term Control Plan (CSO LTCP) that is currently being reviewed by the United States Environmental Protection Agency (USEPA) and the Indiana Department of Environmental Management (IDEM)" and "wishes to hire a Program Management Team to assist the City in overall management of the initial phase of the proposed program…" This contract was approved for execution by the City Controller on October 1, 2002.

Earlier we acknowledged that there could be a timing issue between when certain work was performed relative to the execution of the Consent Decree. We explained that there is no single authoritative standard. Industry anecdotes (see footnote 3) shed insight that there is flexibility in this timing standard. As such, we chose, as previously stated, the broader definition.

While it is obvious that Mr. Haywood and MWH's contract and services preceded the Consent Decree, which was not finally approved until 2006, the contract explicitly states that the services provided are to assist the City in the <u>overall management of the initial phase</u> of the proposed CSO LTCP Program (emphasis added). We believe that

[29] When the OIG first interviewed Mr. Garrard on March 3, 2014, he did not mention this fact to us. On March 6, 2014, the OIG inquired of CH2M whether Mr. Garrard had worked for them as a sub-consultant. We were advised yes. We inquired whether Mr. Garrard was currently engaged with CH2M. We were told by the CH2M representative that he did not know and would get back to us. A few days later, the OIG was advised that Mr. Garrard is now employed by CH2M. We re-contacted Mr. Garrard who confirmed that at the time he wrote the email he had applied for a job with CH2M. He received the job offer from in mid-February, and started working for CH2M around the first week of March.

this contract's scope of services[30] and Mr. Haywood's participation can be characterized as consent decree work even though the Decree was entered sometime after.

The Consent Decree notes that Indianapolis submitted a LTCP in 2001 for review by the EPA and the Indiana Department of Environmental Management; that in response to EPA comments, Indianapolis conducted some additional work beginning in 2002, while it continued to solicit and receive comments from EPA and IDEM[31]; and that this process concluded on September 11, 2006, when it submitted its final LTCP to EPA and IDEM. The Consent Decree notes that the Indianapolis LTCP is attached to the Consent Decree. The Consent Decree also states, "U.S. EPA and IDEM acknowledge that, in developing the LTCP, the City has adequately followed the LTCP development process as provided in both the national CSO Policy and Indiana law."

In conclusion, while Mr. Haywood, as CSO Program Manager, may not have actually participated in managing the Indianapolis Consent Decree after it was approved, it is clear that he was significantly involved in the preparation and initial phases of what would later be work required by the Consent Decree. As such, we find this allegation to be without merit.

c. Allegations relating to Mr. Haywood's work with Atlanta

The OIG has thoroughly vetted CH2M's allegations related to Mr. Haywood's Atlanta work experiences. We found that Mr. Haywood's work on the two referenced projects was senior-level management work that was an integral part of the city's two consent decree programs. In addition, we found that AECOM did not supplement Mr. Haywood's experiences with a different third Atlanta program. Finally, we found no evidence to support CH2M's allegation that AECOM described Mr. Haywood's Atlanta experience to be as a Program Manager.

[30] Specifically, Attachment A, Scope of Services, Section A.1.a – Transition Plan states: Program Manager (PM) shall prepare a transition plan within 45 days of Notice to Proceed. This plan shall outline activities and milestones that will allow the PM to take over the management of the current regulatory activities concerning the combined sewer system and CSO Long-Term Plan (LTCP). Section A.2.a – CSO LTCP Negotiations states: PM shall oversee the work of other consultants and advise the City during the negotiations, responses, and follow-up activities associated with any and all regulatory issues involving the City's CSO LTCP.

[31] The OIG has also reviewed the aforementioned Advisory Committee Meeting Minutes from 2000 to 2006. It is clear that during the time frame of Mr. Haywood's engagement as the CSO Program Manager, the EPA and IDEM regulatory authorities were heavily involved in the planning activities of Indianapolis. They were in negotiations with the regulatory authorities and responding to numerous requests [EPA 308 requests] for additional information and data.

CH2M initially alleged, "AECOM misled the County into believing that AECOM's David Haywood was THE project manager for Atlanta's CSO and Wastewater (SSO) Consent Decrees."[32] Later, CH2M modified this allegation to read "AECOM Misrepresented that Its Proposed Program Manager, David Haywood, Managed Two Different Atlanta Consent Decree Programs, and Untimely Supplemented its Qualifications by Introducing a Different, Third Atlanta Program."[33]

In an effort to gain a better understanding of the facts and context of the work performed, the OIG reviewed both consent decrees and researched the history surrounding the various Atlanta wastewater improvement programs. The OIG reviewed AECOM's Tier 1 and Tier 3 written submittals; its Tier 2 and Tier 3 oral presentations; the statements made by AECOM and Mr. Haywood at the Responsibility Review Meeting; and took Mr. Haywood's sworn statement regarding his collective experiences. In addition, the OIG contacted personnel in Atlanta and spoke to Mr. Haywood's former supervisor during his Atlanta tenure, to discuss their knowledge of Mr. Haywood's job responsibilities.

Regarding CH2M's allegation that Mr. Haywood "managed" two consent decree programs, we observed that AECOM, in one written submittal or the other, stated that Mr. Haywood has "managed multiple wastewater consent decree programs [including Atlanta]", was a "project manager" for the development of Atlanta's CSO Management Plan, and that Mr. Haywood's experiences include "leading major programs for … Atlanta wastewater system improvements ($3B), and Atlanta CSO ($1B)."

We determined that Mr. Haywood's work, during the period from August 1998 through August 2000, rose to senior-level management responsibilities. His Atlanta work included his roles (1) as a project manager responsible for preparing the CSO Management Plan required by the 1998 Consent Decree; and (2) as a Deputy Program Manager on the SSO consent decree program. We find that the evidence substantiates the cited AECOM statements and remarks regarding Mr. Haywood; thus, it is reasonable to attribute to Mr. Haywood, as having provided management functions on Atlanta's two consent decree programs.

Mr. Haywood's first Atlanta experience was as a project manager for its CSO consent decree program. From documents obtained by the OIG, we determined that Atlanta's 1998 CSO consent decree[34] required it to prepare and submit to EPA a CSO Management Plan. The OIG reviewed copies of the plan's actual work products, which

[32] CH2M letter dated February 24, 2014
[33] CH2M letter dated March 21, 2014
[34] CSO Consent Decree: Section *VII-Remedial Actions for CSO Control Facilities*, pgs. 36-39, sub-sections B.1.a.i – B.1.a.x, required that by December 1, 1998, Atlanta was required to prepare and submit a CSO Management Plan.

comprised the body of the CSO Management Plan. The Plan consisted of ten separate action plans and one item dealing with a schedule to implement the Plan. The OIG found Mr. Haywood prepared and sent to both CH2M and Atlanta, for review and inclusion in the final CSO Management Plan, nine out of the ten action plans.

Mr. Haywood's second Atlanta experience was as a Deputy Program Manager for its SSO consent decree program. Mr. Haywood's responsibilities include performing a Sanitary Sewer Evaluation Study that was a requirement of the SSO Consent Decree. We interviewed Mr. Bill Sukenik, Mr. Haywood's supervisor at the time, who told the OIG that Mr. Haywood managed the tasks required by the SSO Consent Decree.[35]

A corollary CH2M allegation related to Mr. Haywood's Atlanta experiences is that Mr. Haywood could not have worked as the Deputy Program Manager for the Atlanta Wastewater Systems Improvement Program (AWSIP), since Atlanta's contract for an AWSIP Program Manager was being negotiated in early 2001 and because Mr. Haywood had left Atlanta in August 2000.[36] We confirmed that he did work as the Deputy to the Interim Program Manager. These services were retained from MWH (who at the time was a sub-consultant to CH2M) through a task order that was issued to CH2M.

The OIG confirmed that, in early 2001, Atlanta awarded a contract to ASG, a Joint Venture between MWH and Khafra, to provide program management (PM) services for its SSO consent decree program, which was also a part of Atlanta's overall wastewater systems improvement program (AWSIP). This award occurred after Mr. Haywood had left Atlanta. However, preceding Atlanta's 2001 contract award for PM services for its SSO consent decree program and before Mr. Haywood left Atlanta, EPA had pressured Atlanta to start early action tasks that would be included in that contract's scope of work. Since MWH was still under contract (as a sub-consultant) with Atlanta and was known to be capable of performing this work, Atlanta decided it would be more expedient to accomplish several of these early tasks using MWH. Accordingly, Atlanta issued a task order, under an existing contract with CH2M—who was providing Atlanta PM services related to Atlanta's 1998 CSO Consent Decree—for its sub-consultant, MWH, to perform this work related to Atlanta's 1999 SSO Consent Decree. Mr. Haywood was the individual who performed this work for MWH. We note that CH2M had to be aware of Mr. Haywood's Atlanta experiences before making its allegation. We say this because during that time, Mr. Haywood was employed by MWH, which in turn, was a sub-consultant to CH2M. Thus, it is logical to assume that CH2M knew of Mr. Haywood's roles, activities, contributions, and the timing thereof, relative to CH2M's work deliverables provided to Atlanta.

[35] Mr. William Sukenik interview conducted on March 4, 2014.
[36] CH2M letter dated February 24, 2014

Another part of CH2M's allegation is that AECOM untimely supplemented its qualifications by introducing a different, third Atlanta program experience."[37] The basis for CH2M's allegation is that AECOM initially defined Mr. Haywood's experience as having managed the Atlanta's CSO consent decree program and Atlanta's Wastewater System Improvement Program (AWSIP) but later "added" Atlanta's SSO consent decree program, which CH2M alleges "is distinct from the two programs [CSO and AWSIP] included in AECOM's written submittal." We disagree.

We acknowledge that AECOM changed its presentation of Mr. Haywood's experiences, but it did not alter or expand what his program management experience was in relation to Atlanta's Consent Decree Programs. In AECOM's February 18, 2014 letter and again during the February 25, 2014 Responsibility Review Meeting, AECOM and Mr. Haywood stated that Mr. Haywood had served as the Deputy Program Manager for Atlanta's SSO Consent Decree Program. They did not use the program name "AWSIP" as they had in previous submittals and/or stated orally by the presenters.

To understand the source of this allegation requires an understanding of Atlanta's overall wastewater system improvement program—a program that includes two consent decrees, as well as other related work—all collectively under the aegis of what once was known as AWSIP, but now is referred to as the "Clean Water Atlanta" program.

As early as 1996, Atlanta recognized it had to improve how it collected, transmitted, and eventually treated storm runoff and sanitary wastewater. In that same year, environmental groups filed a lawsuit, which was later joined by the United States Environmental Protection Agency and the State of Georgia Environmental Protection Department. In 1998, Atlanta signed a consent decree that required it to implement a long-term control plan to remediate the overflow from its combined sewers—Atlanta's CSO Consent Decree. Shortly thereafter in 1999, Atlanta entered into a second Consent Decree, which addressed its sewage collection and transmission systems, sanitary system overflows (SSO), and Water Reclamation Centers (WRCs). This second Consent Decree—the SSO Consent Decree—is appended to the [1998] CSO decree and is referred to as the First Amended Consent Decree (FACD)."[38] The FACD required the completion of all remaining CSO consent decree tasks, as well as the new SSO related tasks. Perhaps adding to CH2M's confusion is that the work under these

[37] CH2M letter dated March 21, 2014; pg. 2 highlighted paragraphs.
[38] Atlanta Watershed Management Department website "CSO Consent Decree"

consent decrees was performed under the more than $3 billion all encompassing "Clean Water Atlanta" program,[39] which followed AWSIP.

AWSIP was Atlanta's response to specific parts of the proposed SSO consent decree that required it to develop a capital improvement plan for its four water reclamation centers.[40] [41] We learned that Atlanta viewed the AWSIP as an early action item that would become a requirement of the forthcoming SSO consent decree. Therefore, the OIG finds it reasonable to conclude that any references in AECOM statements or in Mr. Haywood's remarks to his experience relative to AWSIP also refer to Atlanta's SSO consent decree/FACD.

In summary, Mr. Haywood's first-described role related to the Atlanta's 1998 CSO consent decree. His following role, which was originally described as occurring for AWSIP, was the work he performed that was part of Atlanta's 1999 SSO Consent Decree/FACD requirements. With these facts in mind, the records clearly show that AECOM/Haywood did not untimely add a third Atlanta program.

A final CH2M allegation related to Mr. Haywood's Atlanta experience was put forth in its earlier cited March 21, 2014 letter, which stated, "AECOM clearly DEFINED Haywood's Atlanta experience, as a program manager, in leading these two (2) specific programs, which we have since proved to be falsely stated." (Capitalization by CH2M) The OIG, however, did not find any references in AECOM's written submittals wherein AECOM represented that Mr. Haywood was the Program Manager for either of the two cited Atlanta consent decrees.

We believe that CH2M used AECOM's Tier 3 written submission, as evidence that AECOM claims Mr. Haywood as the "the Program Manager" for the Atlanta projects, when AECOM writes:

> As Program Manager, David Haywood has tested and proven program management experience and understands what it takes to implement consent-decree driven programs. … His experience includes leading major programs for … Atlanta wastewater system improvements ($3B), and Atlanta CSO ($1B).[42]

[39] Clean Water Atlanta encompasses water and wastewater infrastructure and treatment system improvements that are mandated by Consent Decree, as well as watershed improvement projects that extend beyond the requirements. (Clean Water Atlanta website "History")
[40] FACD Section XI "Stipulated Penalties", pg. 109 Sub-section F. "Wastewater Treatment Facility Capital Improvement Program Schedule "
[41] FACD Exhibit C "Wastewater Collection and Transmission Systems Capital Improvement Plan"
[42] AECOM submittal: Section 4, page 4-36

We disagree with CH2M's assessment that this passage refers to Mr. Haywood as the Program Manager of the two Atlanta consent decree programs. The position of "Program Manager" as used in this passage references Mr. Haywood's proposed position relative to the qualifications he brings to this NTPC.

The OIG has thoroughly vetted CH2M's allegations related to Mr. Haywood's Atlanta work experiences and has determined that they are without merit. We found that Mr. Haywood's work on the two referenced projects was senior-level management work that was an integral part of the city's two consent decree programs. In addition, we found that AECOM did not supplement Mr. Haywood's experiences with a different third Atlanta program. Finally, we found no evidence to support CH2M's allegation that AECOM described Mr. Haywood's Atlanta experience as having been the Program Manager.

d. Allegations relating to Mr. Haywood's work with NEORSD

CH2M's various contentions concerning Mr. Haywood's work for NEORSD can be summed up that "AECOM misled the County into believing that AECOM's David Haywood managed the Cleveland Consent Decree Program."[43] The contentions include that NEORSD, a.k.a. Cleveland, was omitted from his management experiences in the Responsibility Review, that the Cleveland Consent Decree was executed well after Mr. Haywood's services ended, and that the significance of his work was exaggerated. The allegations required the OIG to evaluate both of the issues that we described earlier: Mr. Haywood's management activities and the nexus between those activities and the subsequently entered Consent Decree.

First, regarding Mr. Haywood's management responsibilities while at NEORSD, we learned that Mr. Haywood was the person in charge of day-to-day activities related to the Mill Creek Sewer System Evaluation Survey that was part of its Mill Creek CSO facilities planning project, and that Mr. Haywood also was part of the team working on the Westerly CSO Phase II facilities planning project. We learned this from NEORSD's Director of Watershed Programs, who remembered Mr. Haywood quite well. Moreover, an internal NEORSD email provided by CH2M to the OIG (and others), from this individual to others within NEORSD, contains a supporting statement that "He [Haywood] had a substantive role in certain CSO Facilities Planning Studies, but I can't recall which ones."

[43] CH2M letter dated February 24, 2014 addressed to the Inspector General.

Another NEORSD representative, whose internal email to her coworkers was also provided along with the above-mentioned email,[44] states:

> He's [Haywood] a guy that moved around a lot, and I know that he worked for both MWH and AECOM during the Easterly/Southerly facilities plans in the 1999-2002 period. I think that he was working for AECOM during the time period that they were doing a lot of work for us while we were negotiating with the EPAs [sic] to get a consent decree (2003 on), but I don't remember him having a significant role in any of the work. ***I think they are using a very broad interpretation of the term "consent decree program" to mean a wet weather/CSO program. The language in this is a bit tricky.*** He certainly was involved with our CSO program from the very start, but it [AECOM's statement that Haywood managed multiple wastewater consent decree programs including NEORSD's program] does make it look like he had a more significant role than he actually did. (Emphasis by OIG)

Mr. Haywood's NEORSD's experiences include two separate engagements. The first was in 1995-1997 while employed by MWH, and the second was from 2000-2002 while employed by AECOM. Based on the comments in the email above, it seems clear that AECOM's representation of Mr. Haywood's experiences during this time describe a more significant role than he actually had. However, the email further exemplifies the difficulties in assessing the issue without clear definitions.

In addition, during Mr. Haywood's appearance at the Responsibility Review, he described to the members his roles at Atlanta, Indianapolis, and Akron. His words detail his role as being a senior level, program-wide in-charge person. While Mr. Haywood's NEORSD role was not discussed at this hearing, these statements, plus other information obtained by the OIG, indicate that these later roles were substantially more responsible than his NEORSD role.

Did Mr. Haywood acquire project management experience at NEORSD? Yes. Were these job responsibilities the same as his later roles in Atlanta, Indianapolis, and Akron? No. It is apparent that Mr. Haywood has held increasingly responsible management positions throughout his career; recently and unquestionably as Program Manager for the City of Akron's CSO program. However, Mr. Haywood's NEORSD individual management responsibilities were notably less. Was it a misrepresentation by AECOM to include Mr. Haywood's experiences at NEORSD as relevant management experience? No. It is part of his professional work history.

[44] This exhibit was supplied by CH2M to show that there was no Consent Decree at the time of Mr. Haywood's engagement and to show that his work was not a significant role.

Similar to our approach in evaluating Mr. Haywood's management experience, we compared Mr. Haywood's work on NEORSD projects to the timing of the Consent Decree. According to NEORSD's own records, it began developing its CSO LTCP in 1995 when it started on the facility plans for the Mill Creek, Westerly, Southerly, and Easterly sewersheds. In 1999, the Mill Creek and Westerly Facilities plans were submitted to the Ohio EPA for approval. The Southerly and Easterly plans were submitted in 2002. The LTCP was submitted in 2003. Negotiations on the Consent Decree began in 2004. The Consent Decree was executed in 2010.

The OIG determined that Mr. Haywood worked on sub-projects that were part of larger projects that collectively were incorporated into NEORSD's LTCP, which became the subject of a consent decree. His work in 1995 through 1997, while 13 years before the Consent Decree was executed, did have a nexus to the requirements in the Consent Decree. Specific to his NEORSD experiences, Mr. Haywood stated:

> Because in this case the District [NEORSD] did go into a Consent Decree. Those elements or those projects were rolled into a Consent Decree. They were listed in the actual Consent Decree document by the Regional Sewer District, and acknowledged by the EPA that those were performed, and several early actual projects were performed as part of the overall CSO program that they came about.

Interestingly, when asked by the OIG how Mr. Haywood considered his work at NEORSD to be Consent Decree work when it preceded the actual Consent Decree by over a decade, he explained that he would not have considered it Consent Decree work but for the fact that the jurisdiction was eventually under a Consent Decree that covered the type of work earlier completed. Specifically, we asked and he responded the following:

> Q. So the fact that later on that jurisdiction had a Consent Decree, even though the work you performed preceded it, then qualifies it in your portfolio or your resume as having been Consent Decree work. Is that fair to say?
>
> A. That's a fair characterization of how our industry represents experience on Consent Decree programs, Consent Decree type work.

The presentations (written and oral) before the Selection Committee involve marketing, and one markets his/her past experience as what is relevant today. Mr. Haywood's professional career in wastewater engineering demonstrates that he has had increasingly larger assignments with more managerial responsibilities. Over the past 20 years of his career, Mr. Haywood's experiences have been obtained predominately—if not exclusively—in the wastewater field combatting overflows. These experiences

include developing and implementing long-term control plans, pursuant to the 1994 EPA CSO Policy, all of which have been subject to Consent Decrees.

2. Allegation that AECOM Team Member Rosanne Cardozo's involvement in the negotiation of the current Consent Decree was misrepresented

CH2M alleges that during the oral presentation before the Mayoral Advisory Committee, AECOM misrepresented Rosanne Cardozo's involvement in negotiating the new Consent Decree.[45] Specifically, that AECOM team members David Haywood and Paul DeKeyser, in their introduction of Ms. Cardozo and summation of the oral presentation, both attributed Ms. Cardozo as having negotiated the new Consent Decree and/or as having helped negotiate and write sections of the new Consent Decree. Moreover, CH2M alleges that Ms. Cardozo, herself, misspoke when she stated that she negotiated the new Consent Decree with the department.

Our review surrounding the development and negotiation of the new Consent Decree determined that Ms. Cardozo's work did contribute to the new Consent Decree, but that her involvement cannot reasonably be characterized as having negotiated or having helped negotiate it.

The OIG interviewed the key County officials personally involved in the development and negotiation of the new Consent Decree (Deputy Director for Operations Douglas Yoder, Assistant Director for Regulatory Compliance and Planning Bertha Goldenberg, and former Assistant Director for Wastewater Vicente Arrebola). We also met with Assistant County Attorney (ACA) Henry Gillman who is the assigned ACA for WASD matters, and who was heavily involved in the negotiation of the Consent Decree. All four individuals regarded themselves as the "negotiating team" with legal input from ACAs Tom Robertson and Sarah Davis. Moreover, there was staff support from subordinate personnel, under the aforementioned Deputy and Assistant Directors.

Neither Mr. Gillman nor Mr. Yoder knew of any involvement that Ms. Cardozo may have had in negotiating the new Consent Decree. Ms. Goldenberg recalled being told in passing by Ms. Cardozo that she was helping out Mr. Arrebola, but didn't think

[45] The "new" Consent Decree is actually the third Consent Decree that WASD has with EPA. The first and second Consent Decrees (first partial and the second and final partial) were entered into in 1994 and 1995, respectively. By 2010-2011, when WASD was in discussions with the EPA and FDEP over the results of its peak flow study (a requirement under the second Consent Decree), the second Consent Decree had not actually been retired. There was some discussion about doing an amendment to the second Consent Decree, but it was decided that a new Consent Decree would be formalized that included any remaining tasks under Consent Decree 2, which would then officially retire it.

much of this comment until the subject allegation was raised.[46] Mr. Arrebola unequivocally stated to the OIG that, while Ms. Cardozo had been in contact with him and provided unsolicited comments relating directly to the proposed Consent Decree, she did not "negotiate" the Consent Decree with WASD and that her involvement, whatever that may be, did not amount to helping WASD negotiate the Consent Decree with the EPA. Mr. Arrebola expressly contrasted her lack of involvement in the negotiations of the current Consent Decree against her participation in negotiating WASD's earlier consent decrees.[47]

When it became evident that a new Consent Decree would ensue (2011-2012), WASD officials described the atmosphere as a virtual parade of consultants offering their unsolicited advice. Consultants showered WASD officials with literature and handouts, besieged them with meeting requests, and even put on workshops for them. But even with all of these consultants offering WASD their input, WASD, according to Mr. Arrebola, made a conscious decision not to engage any consultants to assist them with negotiating the new Consent Decree. The only consultant engaged was MWH Americas, Inc. (MWH) for the CMOM self-assessment, a document required by the EPA. According to WASD officials, the CMOM self-assessment was prepared with full knowledge that a new Consent Decree would be negotiated—in that the findings of the self-assessment would serve as a baseline for the proposed injunctive relief required in the new Consent Decree.

The task of performing the CMOM self-assessment was given to WASD consulting engineering firm MWH.[48] WASD issued a task authorization to MWH on March 24, 2011. MWH's proposal showed Ms. Cardozo, a sub-consultant to MWH, as performing 21% of the total consulting hours for the task. The final CMOM self-assessment was provided to WASD on or about May 1, 2011. Thereafter, the self-assessment was submitted to the

[46] Ms. Goldenberg advised the OIG that when she learned that there was a public records request concerning consultants being involved in the negotiation of the current Consent Decree, she advised WASD's public information officer that they should check former Assistant Director Arrebola's emails for possible correspondence.

[47] The OIG played for Mr. Arrebola AECOM's oral presentation (the introduction of Ms. Cardozo and her short presentation) before the Mayoral Advisory Committee. He stated that her statement about having negotiated Consent Decrees 1 and 2 were "true" but her having negotiated Consent Decree 3 was "not true."

[48] MWH was selected among WASD's three Renewal and Replacement (R&R) consultants because MWH was the consultant for the Central District WWTP (which WASD knew would need a lot of work); MWH had monetary capacity under its PSA to absorb the task; MWH's agreement allowed for collection and transmission-related scopes of work; and MWH had team members who had institutional knowledge of WASD's previous Consent Decrees. Specifically, MWH was the Program Manager in the mid-to-late 1990's for the previous Consent Decrees, and a few of its employees and one of its sub-consultants, Rosanne Cardozo, was part of that negotiating and program management team.

EPA. EPA returned to the County (through the County Attorney's Office) the first draft of the proposed Consent Decree on February 29, 2012.

While WASD officials acknowledged that they did meet with consultants on occasion, receive their literature, and attend their workshops, the only WASD official that had direct communications with Ms. Cardozo relating to the proposed Consent Decree was Mr. Arrebola. Former Assistant Director Arrebola explained to the OIG that Ms. Cardozo would email him, visit his office a few times a year, and sometimes call him. Mr. Arrebola further explained to the OIG that while Ms. Cardozo offered to find out the status of their evaluations through her contacts at the EPA, he did not ask her to do so. He did say that if she did find out anything relating to the forthcoming Consent Decree, he would appreciate the information.

Mr. Arrebola was shown 23 pages of emails and their attachments that were produced by WASD in response to a public records request. These were Mr. Arrebola's emails that were retrieved by his former secretary. As Mr. Arrebola looked through the emails, he commented on them in front of the OIG. He stated that Ms. Cardozo provided information from other jurisdictions for comparison purposes, but he also told the OIG that the information that she provided, for example the consent decree documents from DeKalb County, were public records that he could have obtained on his own. The fact that she forwarded them to him, unsolicited, saved him the effort.

Another email, dated February 14, 2012, referenced his communications with FDEP. Mr. Arrebola noted that from the content of the email, she may have been in contact with them, too. He expressly stated that this was not done in concert with WASD and that neither he nor anyone else at WASD asked Ms. Cardozo to contact FDEP on WASD's behalf.

An email dated March 1, 2012, from Ms. Cardozo stated that the first draft of the Consent Decree had been delivered to the County attorneys. Mr. Arrebola said that as of that date, he had not seen the document. Explicitly with regard to one line in the email where Ms. Cardozo states: "I am available to attend the EPA/DEP meeting, so please let me know and I will do so," Mr. Arrebola's comment to the OIG was that she was not part of the team.

Other emails in the records produced included emails within the period that she conducted the CMOM self-assessment, an activity that Mr. Arrebola had previously described as foundational work. There were emails that attached documents (2006 meeting minutes with EPA and a 2006 technical memorandum addressed to Mr. Arrebola's predecessor); Mr. Arrebola expressed puzzlement as to why he was sent these. Mr. Arrebola commented on one email where Ms. Cardozo offered to introduce him to the former watershed director of DeKalb County. His comment to the OIG was

that this email was about the former watershed director looking for work. There were emails referencing meetings or phone calls. Mr. Arrebola could not recall if he got back to her and if they did meet. He could not recall much else. Overall, he explained to the OIG that he basically ignored correspondence from her and other consultants as much as he could, and that all of this correspondence was a distraction. We asked whether the email correspondence was primarily one-way or if he responded. Mr. Arrebola stated that if he had responded, there would be saved emails to that effect.

The OIG reviewed all 23 pages of the emails produced. All the emails were initiated by Ms. Cardozo. In only one instance did Mr. Arrebola reply, which was the February 14, 2012 email, where he said that he had spoken to the FDEP officials.

The OIG interviewed Ms. Cardozo regarding her involvement with WASD's new Consent Decree and her statements before the Mayoral Advisory Committee. When asked about the statement she made during the oral presentation that "People think that there's only one Consent Decree, but, actually, I negotiated the two Consent Decrees and this third one with the department," she explained to the OIG that in actuality she stated the phrase "with the department" twice.[49] She emphasized this to the OIG to say that she helped negotiate the Consent Decree and considers herself to be part of the WASD negotiating team.

Ms. Cardozo elaborated to the OIG how her involvement on the third Consent Decree equates to having helped negotiate it. First, she explained that conducting the CMOM self-assessment was the first step in the negotiations. The self-assessment requires internal discussions with WASD staff. She was a sub-consultant on this task and a co-author of the resulting document. Next, Ms. Cardozo stated that, on a pro-bono basis, she personally assisted Mr. Arrebola with the negotiations, in that she contacted EPA officials at his request. According to Ms. Cardozo, Mr. Arrebola asked for her help but explained that the department wanted to keep it in-house (i.e., not engage any consultants to help in the negotiations) and, thus, her involvement and written comments were to be kept confidential. Third, Ms. Cardozo pointed to a 5-page document providing comments on the first draft of the new Consent Decree that she produced and provided to Mr. Arrebola, on or about May 1, 2012.

This 5-page document, with the heading "Draft 2-29-12 Draft Miami-Dade County Consent Decree (DC)," was among the documents provided to the OIG by Ms. Cardozo via AECOM. The document contained a section for general comments and a section that had comments referencing specific pages and paragraphs. Ms. Cardozo stated that she received a copy of the February 29, 2012 draft (initial version) from Mr.

[49] Upon watching the video of the oral presentation, we note that the phrase "with the department" was stated twice, but was only transcribed as having been stated once.

Arrebola, and that it was to be kept very confidential. The aforementioned 5-page document was hand delivered to Mr. Arrebola's secretary on or about May 1, 2012.[50]

Ms. Cardozo points to her suggestions and proposed change language that she contends was ultimately incorporated into the final document. Ms. Cardozo's suggestions can best be described as being either obvious or general in nature. Some of the obvious comments included pointing out typographical errors; noting that it was written for a gravity system and not specific to WASD's collection and transmission system; redefining the term "sewerbasin" since it doesn't apply to WASD;[51] and suggesting that the Ordinance for Volume Sewer Customers will have to be amended. General comments included her suggestions on how to present funding plans, how to reference the first and second Consent Decrees, and how to best avoid completion dates by presenting schedules instead.

It is reasonable to expect that WASD personnel (especially WASD executives and WASD's ACA who has over 15 years of WASD experience) would be familiar with the details of the self-assessment and the contents of the two earlier Consent Decrees to have already considered the majority of these suggestions on their own.

As to the change language she contends was incorporated into the final document, the OIG used Ms. Cardozo's marked-up copies[52] of the documents and conducted a side-by-side review. The OIG's review could not find places in the final document where Ms. Cardozo's wording was used and/or substituted.[53] The final document did however contain language in several places that was taken from sections of the CMOM self-assessment that was prepared by Ms. Cardozo, as an initial step in the process of entering into the third Consent Decree. However, having co-authored the self-assessment is not the same as authoring the Consent Decree, even if some of

[50] An email produced by Ms. Cardozo via AECOM states that the document, which was placed in a sealed envelope and marked confidential, was hand delivered to the person who was serving as Mr. Arrebola's secretary that day.
[51] This term was ultimately deleted from the definitions section of the document.
[52] Ms. Cardozo, through AECOM, provided the OIG with marked-up versions of the 5-page comment document, the February 29, 2012 draft Consent Decree, and the final proposed Consent Decree. Ms. Cardozo's comments are identified by number and tracked against the draft and final proposed Consent Decree.
[53] Then again, there were also specific suggestions that she referenced as making its way into the final document. In our tracking of the comments, however, we question her attribution of the final wording to her suggestion. For example, she specifically suggests that document availability could be made by web-based electronic format, i.e., providing an internet link to the document(s). The final proposed language reads: "Miami-Dade County shall provide or otherwise make available . . ." Another example involves a suggestion to change a 72-hour reporting requirement to seven days. The final proposed wording keeps the 72-hour requirement, but instead only changes the previously required 7-day time frame to provide a written response to 14 days. The suggestion did not touch on the number of days in which to provide the written response.

the content and wording are the same. The self-assessment was prepared for the EPA as a baseline for the Consent Decree. Naturally, the areas that need improvement, as identified in the self-assessment, would be included in the new Consent Decree.

Mr. Arrebola was shown this 5-page document by the OIG. He stated that he had seen it before and that they were unsolicited comments provided by Ms. Cardozo. He told the OIG that he believes that he may have shown them to his two colleagues (Douglas Yoder and Bertha Goldenberg); nevertheless, to the best of his recollection, the comments were not included in the subsequent negotiations. The OIG questioned Mr. Yoder and Ms. Goldenberg about this 5-page document. Both of them provided written statements to the OIG that they do not recall having seen this document. The OIG also showed this document to ACA Henry Gillman. He too replied that neither he nor ACA Tom Robertson had seen the document.

The factual recollection of these events between Mr. Arrebola and Ms. Cardozo may present the classic "he said/she said" quandary.[54] Regardless of her level of participation—behind the scene—her involvement does not amount to having negotiated the Consent Decree or having helped negotiate it.

First, Ms. Cardozo's work on the CMOM self-assessment was not part of the consent decree "negotiations." WASD officials have expressly stated to the OIG that the preparation of this document is a precursor to eventually negotiating the new Consent Decree with the EPA. We do believe, however, that the CMOM self-assessment is an integral part, if not the foundational piece, to the development of the Consent Decree, but we do not find that it is part of the negotiations process. Unlike a negotiation, where there may be "give and take," the self-assessment is meant to be an objective and authoritative baseline of where WASD's facilities are at, and what needs to be fixed and when.

Second, the term "negotiate" implies that the two parties talk, work, or confer on something to make an agreement. The two parties here are WASD and the EPA. The matter at hand that they are agreeing on is the Consent Decree. Likewise, a negotiation is a discussion intended to produce an agreement. In essence, by definition negotiating involves give and take.[55]

Ms. Cardozo's supportive role does not equate to being involved in the negotiations. Her inquires of EPA, whether it was requested or not, only sought to find out about the timing and status of matters. She had no authority to speak for the department and no authority to engage in any give and take on matters. When WASD

[54] Ms. Cardozo states that Mr. Arrebola requested her assistance. He states that she offered it unsolicited.
[55] The OIG pulled up several standard dictionary definitions of the word "negotiate."

and EPA did confer with each other in order to make an agreement, she was not at the table.

Ms. Cardozo claims to be part of the negotiating team. The actual negotiating team members think otherwise. We find that the three statements made during the oral presentation at the Mayoral Advisory Committee (the introductory statement that Ms. Cardozo negotiated the current Consent Decree; the summation statement that she helped negotiate, helped write sections of the Consent Decree; and Ms. Cardozo's own statement that she negotiated the third Consent Decree [the current one] with the department) were all overstated. In contrast to her participation in negotiating Consent Decrees 1 and 2, these oral statements misrepresented her actual role with regard to Consent Decree 3.

C. MISCELLANEOUS ALLEGATIONS

1. Allegations relating to Akron, Ohio

In one of its earliest allegations against the first-ranked proposer, AECOM, CH2M makes an allegation regarding AECOM's engagement with the City of Akron, Ohio. CH2M states first that it has been informed that Akron has decided not to continue with AECOM and second, that the Mayor of Akron "expressly informed AECOM not to use the video of [himself] in their Tier 3 presentation."[56]

The OIG contacted the Mayor of Akron on February 28, 2014 and spoke to him about his appearing in a promotional video for AECOM. He stated that he was asked by a long-time friend, who currently works for AECOM as a consultant, to be interviewed for a promotional video about AECOM and David Haywood's work for the City of Akron. The Mayor agreed. The video-taped interview was shot on or about August 15, 2013. A 58-second clip of that video was used in AECOM's Tier 2 oral presentation and in its oral presentations before the Mayoral Advisory Committee.

When asked specifically by the OIG whether he had expressly asked AECOM not to use the video in its oral presentation, the Mayor stated no; he had not forbade them from using it. Subsequently, the OIG learned that five days after CH2M made this allegation involving the video, the Mayor of Akron requested that AECOM not use it anymore for future marketing purposes.

During our conversation with the Akron Mayor on February 28, 2014, we inquired as to the status of AECOM's contract. He advised that AECOM's contract is due to expire in April 2014 after four years, and that no decision has been made as to whether

[56] CH2M letter dated January 17, 2014.

it will be extended. The Mayor also advised that he had heard that David Haywood was leaving Akron as its Program Manager.[57]

On April 21, 2014, the OIG received additional information from CH2M regarding AECOM's engagement in Akron, Ohio. Specifically, CH2M alleged that AECOM's engagement was terminated, effective April 11, 2014, and furthermore that AECOM misrepresented its contractual status to the County in its January 16, 2014 oral presentation before the Mayoral Advisory Committee; in its correspondence dated January 23, 2014; and during the Responsibility Review of February 25, 2014. As proof of the termination, CH2M supplied a letter from the City of Akron titled *Termination of Consultant Agreement*. The letter was dated April 11, 2014 and the termination was effective immediately.

The OIG has reviewed the contract between AECOM and Akron, and we note that the effective date of the termination letter directly coincides with the contract term's expiration date; the last of four annual options to renew was not exercised. The "termination letter" cites Section 10.1 of the contract. However, Section 10.1 has a two subsections: an (a) for cause and a (b) for convenience. The letter issued to AECOM does not specify either (a) or (b). News reports from Akron, Ohio, citing the Akron Public Service Director, state that the city decided against renewing its contract with AECOM; that Akron is negotiating with the EPA on a new "integrated plan;" and that, if approved, the city would seek the services of a consultant with experience with this type of plan.[58]

As earlier reported, the OIG was told by the Mayor of Akron on February 28, 2014 that no decision had been made on the current contract between Akron and AECOM. We spoke to him again on April 21, 2014 when he verbally advised that the termination was "without cause." Thus, the OIG finds that it was not a misrepresentation by AECOM during the oral presentation of January 16, 2014, its letter of January 23, 2014, or the Responsibility Review of February 25, 2014, when AECOM referenced its current contractual status in Akron.

[57] According to the Mayor, he had also heard rumors that David Haywood was leaving AECOM to go with another company. The Mayor felt that Mr. Haywood's departure might adversely impact Akron's program. He was also upset because Akron's contract with AECOM did not have terms that required Akron's consent and approval for the changing of the Program Manager.
[58] See http://ohio.com/cmlink/1.481012?print=1 (Ohio.com Local News Briefs – April 15)

2. Allegation that AECOM misrepresented itself as the largest engineering company in the world

CH2M alleges[59] that AECOM misrepresented itself in its introductory remarks to the Mayoral Advisory Committee when it referred to itself as the largest engineering company in the world.[60]

CH2M argues that Bechtel Corporation (Bechtel) is the largest engineering company in the world, comparing its annual revenues and number of employees against AECOM's.[61] CH2M also provided as proof for its argument a webpage snapshot showing that Engineering New Record (ENR) magazine ranks Bechtel number one. (Exhibit B-1) OIG internet research shows otherwise. A simple internet search on wiki.answers.com reveals that Jacobs Engineering Group, Inc. (Jacobs) is the largest.[62] More illuminating is that ENR has multiple "Top Lists." The categories are Top Design Firms, Top Contractors, Top Green Design Firms, Top Program Managers, Top CM-for-Fee, Top CM-at-Risk, etc. The webpage snapshot provided by CH2M that shows Bechtel as number one (Exhibit B-1) is actually from the list for Top Contractors—albeit the heading "Top Contractors" is missing from the exhibit provided by CH2M. (Exhibit B-2) We find that CH2M's submission of this document is misleading.

Moreover on the other ENR lists, AECOM is ranked number one for Top Design Firm, and CH2M is ranked number one for Top Program Manager. All of the aforementioned firms are highly regarded firms, which makes this allegation from CH2M all the more disconcerting.

3. Allegation that AECOM falsely took credit for recommending a software upgrade

CH2M submits that AECOM should be disqualified because AECOM made a recommendation to WASD that WASD had already implemented. This recommendation involves upgrading WASD's software programs. AECOM, in its written submittal to the Mayoral Advisory Committee and in its oral presentation to the same, recommended that WASD upgrade its Proliance software program to the latest version (v.5.6) and

[59] This allegation was made in written correspondence addressed to the Inspector General, with a copy to the Miami-Dade County Ethics Commission, dated February 24, 2014. It was also included in a summary compilation of misrepresentations provided to the OIG on March 6, 2014.
[60] Transcript of AECOM's oral presentation before the Mayoral Advisory Committee, January 16, 2014, at page 7.
[61] AECOM's fact sheet as posted on its website: Annual Revenue of $8.1 billion during the 12 months ended December 31, 2013 and approximately 45,000 employees. Bechtel's website reports 2012 annual revenues of $37.9 billion and more than 53,000 employees.
[62] Jacobs reports $11.8 billion in 2013 revenues and 70,000 employees worldwide.

SharePoint to the 2013 version.[63] CH2M alleged that AECOM claimed credit for work already done by WASD staff, and thus should be disqualified.[64] This allegation, too, is without merit.

AECOM's recommendation comes in direct response to one of the technical questions posed by WASD to both parties to address in their presentations to the Mayoral Advisory Committee (Tier 3). The question posed was:

> How would you utilize WASD's current Project Control and Tracking Software (Proliance) and SharePoint to better manage the Consent Order Projects? Would you propose any additional software to enhance their abilities?

AECOM suggested the upgrade to Proliance v.5.6 in order to fix compatibility issues with the County's accounting system and so that data could be accessed by mobile, hand-held devices, such as iPhones and iPads. Apparently, WASD, during the second half of 2013, already had begun the upgrade to Proliance v.5.6. The conversion to v.5.6—the actual conversion date, i.e., go live date, was January 13, 2014—just three days before the oral presentation.

First of all, a recommendation is not a statement of fact. We don't understand how one misrepresents a recommendation. Second, the fact that WASD had just undergone a six-month implementation that finally went "live" three days before the oral presentations may not have been known to AECOM. AECOM representatives told the OIG that they were not aware of the on-going implementation when they tendered their written submission on or about December 13, 2013 and made their presentation on January 16, 2014. There is no evidence to the contrary.

4. Allegation that AECOM violated the NTPC process by interjecting phrases about its "fee" in its oral presentation

CH2M alleges that AECOM violated the NTPC process, and Florida law, when it made certain statements relating to its fee during the oral presentations before the Mayoral Advisory Committee.[65] As such, CH2M argues that AECOM should be disqualified. Again, we find this allegation to be without merit.

[63] Prior to the most recent upgrades, WASD was utilizing Proliance v4.02 and SharePoint 2008. WASD started with Proliance v3.65, which went "live" around May 2009.
[64] CH2M letter dated February 24, 2014. This allegation is restated in CH2M's compilation of allegations provided to the OIG on March 6, 2014.
[65] CH2M letter dated March 14, 2014.

The NTPC is governed by Florida Statutes § 287.055, also known as the Consultants' Competitive Negotiation Act (the CCNA). The CCNA lays out a two-step process to engage professional architect and engineering services. The first step is to evaluate consultants based on their qualifications and to rank the firms based on selection factors listed in the statute. One of those factors is: the willingness to meet time and budget requirements.[66] The agency may only "request, accept, and consider proposals for the compensation to be paid under the contract only during the competitive negotiations under subsection (5)."[67] "Compensation means the amount paid by the agency for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated."[68]

CH2M points to two instances during AECOM's oral presentation that it argues violates the NTPC and CCNA because the word "fee" is uttered.

> We're so confident, we feel so strong that we can ensure that delivery of the Consent Decree and that we can meet all deliverables that we are willing to place our fee on the table. We'll place it at risk if we don't deliver on the agreed upon key performance indicators with the department.[69]

> Finally, you heard we'll put our fee at risk. And, finally, because we do want to be your partner, we will go ahead and contractually be your partner when it comes to the consent decree penalties, if there are any. You heard Dave mention that he's never had a consent decree penalty. We will contractually commit to sharing that with you, because we are your partner.[70]

Yes, the word "fee" is used, but these passages can hardly be taken as a proposal by AECOM regarding its compensation. These are marketing phrases, similar to the phrase "satisfaction guaranteed." Both phrases show AECOM's willingness to meet time and budget requirements—a listed criteria in the CCNA. These phrases are not in violation of the NTPC or Florida law.

[66] Fla. Stat. § 287.055(4)(b).
[67] Id.
[68] Fla. Stat. § 287.055(2)(d).
[69] Transcript of AECOM's oral presentation before the Mayoral Advisory Committee, January 16, 2014, at pages 49-50. Oral comments made by Pete Hernandez.
[70] Transcript of AECOM's oral presentation before the Mayoral Advisory Committee, January 16, 2014, at pages 56-57. Oral comments made by Paul DeKeyser.

5. Allegation that AECOM approached CH2M into colluding on the instant procurement

This allegation arose even before the Tier 3 (Mayoral Advisory Committee) oral presentations took place. While CH2M reported this allegation on January 6, 2014, the substance of this alleged misconduct took place over a month earlier. Apparently, the CEO of AECOM, Mr. Mike Della Rocca, left a voicemail message on the cell phone of CH2M's CEO. The message relayed a suggestion—attributed as coming from the County Attorney's Office—that the two firms (AECOM and CH2M) meet together with the County Attorney's Office to see if there was some way to split up the project. There was an acknowledgement that, while the County was moving forward with a Tier 3 approach, there might be dissatisfaction with the second-ranked firm that would cause significant delay in the process.

While this allegation—at least on the face of it—seems pretty serious, it is not. CH2M presents the voice mail message as an attempt by AECOM to induce CH2M into collusive actions. The OIG has obtained a recording of the voicemail message. Yes, Mr. Della Rocca did state that this proposed meeting comes at the suggestion of the County Attorney's Office. He does use the phrase "splitting the project" and "mutually beneficial resolution." Mr. Della Rocca stated that they would not agree to an outcome, but only a willingness to have the discussion. The message stated that the County Attorney's Office would convene the meeting, and the meeting—at least the first one—would be between the lawyers. But even if these two firms did meet on their own—without arrangement by the County Attorney's Office—there would have been no misconduct. The cone of silence does not prohibit two proposers from talking to each other.

The OIG has spoken with the County Attorney's Office on this matter. The ACAs explained to the OIG that earlier on they had been approached by both AECOM and CH2M representatives separately. Apparently, both had inquired about the feasibility of "splitting" the contract. They were each advised, in separate conversations, that the nature of the solicitation did not allow for the "splitting" of services, but they could explore the possibility if one firm was willing to sub-contract with the other so that there would only be one prime firm.

However, after the November 19, 2013 BCC meeting, the ACA present at the meeting was re-approached by AECOM representatives after a Commissioner made a suggestion about splitting the contract. The ACA advised the AECOM representatives that if they still wished to explore the possibility, the County Attorney's Office would first have to inquire of its client if it was interested and then reach out to the other party (CH2M). Any discussions would be with the attorneys only in order to assess the legal feasibility of having one firm sub-contract with the other. Subsequently, they learned

that CH2M was not interested in exploring this possibility. The ACAs reiterated to the OIG that none of this came at their suggestion.

The OIG spoke to Mr. Della Rocca. He stated that the phone call came at the suggestion from an AECOM representative familiar with the events occurring with the WASD NTPC. It was suggested that Mr. Della Rocca make the call, as he knew the CEO of CH2M. The idea was to see if they could share the program management responsibilities and avoid a long, drawn out procurement process. He unequivocally stated to the OIG that there was no ill-intent. At the end of the day, the CH2M CEO did not return the phone call and no meeting between the two firms ever took place. The OIG finds that there was no misconduct on anyone's part.

6. Allegation that AECOM inappropriately took credit for developing WASD's hydraulic model

In one of the various attachments in a letter addressed specifically to the Inspector General,[71] CH2M alleged that misrepresentations were made by AECOM that took credit for WASD's hydraulic model. Interestingly, unlike most of CH2M's other allegations, CH2M did not provide any further explanation or documentation. Moreover, the subject matter of the hydraulic model does not resurface in any subsequent summary of allegations. Nevertheless, the OIG investigated the claim.

CH2M identified six statements made during the Mayoral Advisory Committee (Tier 3) presentation that it alleges are misrepresentations. The below exhibit was included in the correspondence sent to the OIG.

AECOM'S TIER 3 PRESENTATION MISREPRESENTATIONS AND VIOLATIONS OF NTPC PROCESS

AECOM'S CLAIMS	MINUTE MARK IN VIDEO	TRANSCRIPT PAGE
Misrepresentations Regarding Development of WASD's Hydraulic Model		
6. Maricela Fuentes and Richard Hope of AECOM built the hydraulic model, actually built the hydraulic model that the county used to come up with the current consent decree projects and will be used going forward.	17:49	21-22
7. We helped WASD develop the hydraulic model.	23:35	27

[71] CH2M letter dated February 24, 2014.

8. We were there when they chose the software. We helped them choose the software, develop the information to go in there.	23:54	27
9. We're the only team to bring the history and knowledge of that model that we're bringing forward.	24:29	27-28
10. The same modelers who built the model will be doing the validation.	25:12	28
11. We did the hydraulic model, which is the roadmap of this consent decree. And because of that hydraulic model, we now have familiarity with all of the pump stations, all of the conveyance and collection system.	49:08	53

Excerpted from CH2M's exhibit attached to letter dated February 24, 2014 to the Inspector General.

The OIG verified that Maricela Fuentes and Richard Hope actually did build the hydraulic model. They evaluated the available software programs; made a recommendation to utilize *InfoWorks*, which WASD agreed; gathered the data; and loaded it into the system. Thereafter, once populated, results were analyzed to study where improvements needed to be made. The data included locations, sizes and lengths of transmission lines, identifying the flow in the pipes, and applying pump characteristics. Ms. Fuentes and Mr. Hope conducted this work when they were employed by EarthTech. EarthTech is now part of AECOM, and Ms. Fuentes and Mr. Hope are employed by AECOM and have been proposed to work on this contract. CH2M's allegation against them is completely baseless.

X. CONCLUSION

The investigation into the allegations made by CH2M against AECOM was extensive. The allegations were voluminous, most without merit, and continued to change in form and substance with every repetitive piece of correspondence. The amount and ever changing nature of the allegations caused the OIG to question whether CH2M was really serious about each and every allegation or just trying to build a case through volume.

At the end of our investigation, there was one allegation out of 15 or more that was of merit. It dealt with AECOM's contention that its team member, Rosanne Cardozo, negotiated the third Consent Decree. We find that she did not. Ms. Cardozo's prior work activities for WASD, including negotiations and program management experience from the first two Consent Decrees and her work on the CMOM self-assessment for the current Consent Decree show that she is well-qualified for the task at hand. Based on her qualifications, there was no need to misrepresent to the Mayoral Advisory Committee that she had negotiated the third Consent Decree.

Whether or not this finding impacts the awarding of this contract to one vendor or the other is clearly up to the Mayor and ultimately the Board of County Commissioners. Either way, the process is in need of reform. During our investigation, we spoke with many jurisdictions about their procurement processes for professional services. We could

improve our system by researching the solutions implemented by other jurisdictions. Moreover, this investigation demonstrates that the process could benefit greatly with the addition of industry-suitable definitions and other guidelines.

Much is currently being written about the volume of protests around the country during this time of economic scarcity. Miami-Dade County is not alone in its struggle to create an excellent procurement process. Convening a talented group of interested experts to examine the process would be beneficial in our opinion.

* * * * *

MIAMI-DADE COUNTY

OFFICE OF THE INSPECTOR GENERAL

OIG SCHEDULES AND EXHIBITS

OIG Investigation of Alleged Misrepresentations Made in the Course of the Notice to Professional Consultants Selection Process for Program and Construction Management Services for the Water and Sewer Department's Wastewater System Priority Projects ISD Project No. E-13-WASD-01R

IG14-05

OIG Schedule 1
List of Correspondence Received from CH2M HILL, Inc. Since January 2014

	DATE	ADDRESSED TO	COPY BCC & CLERK OF THE BOARD	SUBJECT LINE
1.	January 3, 2014	Mayor Gimenez & Faith Samuels, ISD	YES	*Notice to Professional Consultants Issued by the Water & Sewer Department for Program and Construction Management Services Related to Waste Water System Priority Projects ISD Project No. E-13-WASD-01R (the "Waste Water System Project")*
2.	January 6, 2014	Mayor Gimenez & Faith Samuels, ISD	YES	*AECOM Technical Services, Inc.'s Contract to CH2M HILL Inc.*
3.	January 17, 2014	Mayor Gimenez & Faith Samuels, ISD	YES	*Gross and Material Misrepresentations by AECOM to the Mayor's Advisory Committee*
4.	January 22, 2014	Mayor Gimenez & Faith Samuels, ISD & Lester Sola, ISD	YES	*AECOM's Violations and Miami-Dade County Administrative Order 3-39 Must Be Addressed Before Proceeding*
5.	February 13, 2014	Mayor Gimenez & Faith Samuels, ISD & Lester Sola, ISD	YES	*Proof of AECOM's Violations and Invocation of Miami-Dade County Administrative Order 3-39 Before Proceeding with Negotiations*
6.	February 24, 2014	Miriam Singer, ISD	YES	*AECOM's [sic] Repeatedly Takes Credit for County work on Consent Decree Negotiations and Proliance Upgrades*
7.	February 24, 2014	Miriam Singer, ISD	YES	*First AECOM Misrepresents Indianapolis and Atlanta Experience, then Cleveland and Now DeKalb County*
8.	February 24, 2014	Mary Cagle, OIG	NO	*Countless Misrepresentations by AECOM and Violations of the Procurement Process*
9.	February 24, 2014	Clerk of the Board	NO to BCC	*Certain Transcripts Related to Notice to Professional Consultants ISD Project No.: E13-WASD-01R*
10.	February 25, 2014	Mayor Gimenez & Faith Samuels, ISD & Lester Sola, ISD	YES	*AECOM CONFIRMS That it Misrepresented its Qualifications to the Mayoral Advisory Committee*
11.	February 26, 2014	Miriam Singer, ISD	YES	*AECOM Evades County Questions Using "NOT THAT I AM AWARE OF" During County Responsibility Review Meeting*
12.	March 3, 2014	Joseph Centorino, COE	NO	*Violations of County Ethics Code by AECOM Technical Services, Inc. and Pete Hernandez*
13.	March 7, 2014	Mary Cagle, OIG	NO	*Inspector General Investigation of AECOM Technical Services, Inc.*
14.	March 7, 2014	Miriam Singer, ISD	YES	*AECOM's Misrepresentation of the June 4, 2013 Meeting with the Water and Sewer Department*
15.	March 10, 2014	Mary Cagle, OIG	NO	*Inspector General Investigation of AECOM Technical Services – AECOM's David Haywood did NOT Manage the Indianapolis $2.2B Consent Decree Program*

OIG Schedule 1 (cont.)
List of Correspondence Received from CH2M HILL, Inc. Since January 2014

	DATE	ADDRESSED TO	COPY BCC & CLERK OF THE BOARD	SUBJECT LINE
16.	March 11, 2014	Miriam Singer, ISD	YES	*Additional Government Proof that AECOM Misrepresented their Experience in Indianapolis – AECOM's David Haywood did NOT Manage the Indianapolis $2.2 B Consent Decree Program*
17.	March 12, 2014	Miriam Singer, ISD	YES	*AECOM Falsely Takes Credit, before the Mayoral Advisory Committee, for Actually Negotiating the Current Consent Decree*
18.	March 14, 2014	Lester Sola, ISD	YES	*Disqualification of AECOM Technical Services, Inc. ("AECOM") Notice to Professional Consultants No. E13-WASD-01R (the "NTPC")*
19.	March 19, 2014	Miriam Singer, ISD	YES	*AECOM's Roseanne Cardozo Obviously DID NOT Negotiate the Current Consent Decree*
20.	March 21, 2014	Miriam Singer, ISD	YES	*AECOM used the Responsibility Review to Amend Its Proposal and Amend Its Qualifications regarding Atlanta, Georgia*
21.	March 26, 2014	Miriam Singer, ISD	YES	*AECOM Additionally Misrepresents Qualifications in Allegheny County, Pennsylvania*
22.	March 27, 2014	Miriam Singer, ISD	YES	*AECOM Misrepresented 90% of David Haywood's Claimed Consent Decree Program Management Experience*
23.	April 8, 2014	Lester Sola, ISD	YES	*Disqualification of AECOM Technical Services, Inc. Notice to Professional Consultants NO. E13-WASD-01R (the "NTPC")*
24.	April 21, 2014	Lester Sola, ISD	YES	*Akron Has Terminated AECOM Effective Immediately*

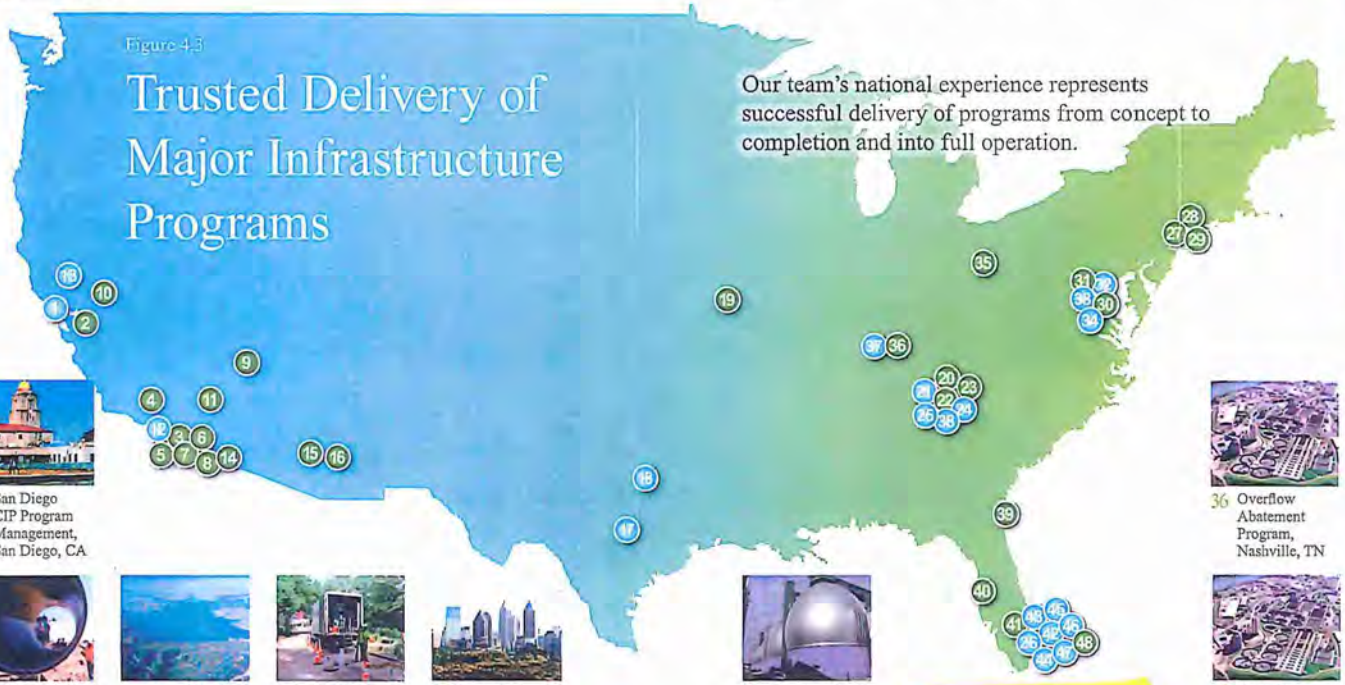
OIG Schedule 2
Correspondence from AECOM Technical Services, Inc., Since January 2014

	DATE	ADDRESSED TO	COPY BCC & CLERK OF THE BOARD	SUBJECT LINE
1.	January 10, 2014	Mayor Gimenez & Faith Samuels, ISD	YES	*Correspondence dated January 6, 2014 by CH2M Hill regarding NTPC E13-WASD-01R*
2.	January 22, 2014	Mayor Gimenez	YES	*January 17, 2014 correspondence from Counsel for CH2M Hill*
3.	January 23, 2014	Mayor Gimenez & Faith Samuels, ISD	YES	*Final Tier Presentation for ISD Project No. E13-WASD-01R*
4.	February 18, 2014	Mayor Gimenez	YES	*CH2M Hill Correspondence of February 13, 2014*
5.	February 28, 2014	Miriam Singer, ISD	Clerk of the Board Only	*Additional Submissions Requested During February 25, 2014, Responsibility Review Meeting, ISD Project No. E13-WASD-01R*
6.	March 4, 2014	Miriam Singer, ISD	YES	*False and Misleading Correspondence by CH2M Hill Dated February 25 and 26, 2014*
7.	March 6, 2014	Miriam Singer, ISD	YES	*CH2M Hill violates the County's Conflict of Interest and Code of Ethics Ordinance Re: E-13-WASD-01R*
8.	March 7, 2014	Miriam Singer, ISD	YES	*CH2M Hill's Inconsistent Representations Regarding Its Experience – How CH2M's Representations Regarding Its Experience Managing 46 Programs Shrinks to Only 8*
9.	March 13, 2014	Faith Samuels, ISD	Clerk of the Board Only	*Request for Additional Information Regarding Rosanne Cardozo*
10.	March 26, 2014	Mary Cagle, OIG	NO	*Misrepresentations by CH2M Hill Requiring OIG Investigation Pursuant to AO 3-39*
11.	March 27, 2014	Miriam Singer, ISD	YES	*Misrepresentations by CH2M Hill in their Correspondence of March 21, 2014*
12.	March 28, 2014	Patra Liu, OIG	NO	*David Haywood's Experience with NEORSD (Cleveland)*
13.	March 28, 2014	Miriam Singer, ISD	YES	*CH2M Hill's Misrepresentations Regarding AECOM's Qualifications in Allegheny County, Pennsylvania*
14.	April 1, 2014	Lester Sola, ISD	YES	*False Accusations Against Mr. Pedro Hernandez – Vice President of AECOM – Completely Discredited by Ethics Commission*

Figure 4.3

Trusted Delivery of Major Infrastructure Programs

Our team's national experience represents successful delivery of programs from concept to completion and into full operation.



Experience of two or more team members

1 SFPUC Water Syst. Improvement Program, San Francisco, CA

2 Dublin-San Ramon RWTP Project, Pleasanton, CA

3 MWD of Southern California Robert A. Skinner WTP, Winchester, CA

4 LADWP WWT and Collection System Imprv., Los Angeles, CA

5 OCSD WW CIP, Orange County, CA

6 MWWD SouthBay WRP and PS, San Diego, CA

7 SDCWA Emergency Storage Project, San Diego, CA

8 San Diego South Bay Ocean Outfall, San Diego, CA

9 Southern Nevada Water Authority PM/CM, Las Vegas, NV

10 FRWA Freeport Water Project, Sacramento, CA

11 All-American Canal Lining Project, Imperial Co., CA

12 LAX Expansion and Modernization, Los Angeles, CA

13 SFPUC Sewer System Improvement Program, San Francisco, CA

14 San Diego CIP Program Management, San Diego, CA

15 Arizona Regional Optimization Master Plan CIP, Pima County, AZ

16 Pima County ROMPT PM, Pima County, AZ

17 Clean Water Program, Austin, TX

18 Tarrant Regional Water District Pipeline, Fort Worth, TX

19 Saint Louis MSD Deer Creek PM, Saint Louis, MO

20 Fulton County CIP PM/CM, Fulton County, GA

21 Clean Water Atlanta Program, Atlanta, GA

22 GA Cobb County Water System St. Cobb Tunnel, Cobb County, GA

23 City of Atlanta Bond Program, Atlanta, GA

24 City of Atlanta A&E Contract, Atlanta, GA

25 DeKalb County Consent Decree Program, DeKalb Co., GA

26 Miami Airport PM/CM, Miami-Dade County, FL

27 Dept. Environ. Protection Eng. Project Controls, New York, NY

28 NYCDEP Rondout Tunnel-West Branch Bypass CM, New York, NY

29 Newtown Creek CM Services, New York, NY

30 Washington Suburban Sanitary Commission SSO, Laurel, MD

31 Water Pollution Control Plant Upgrade, Arlington, VA

32 DOD Pentagon Renovation Program, Arlington, VA

33 DC Water Blue Plains AWTP, Washington, DC

34 Dulles Airport PM/CM, Washington, DC

35 Akron Combined Sewer Overflow Program, Akron, OH

36 Overflow Abatement Program, Nashville, TN

37 Clean Water Overflow Abatement Prgm., Nashville, TN

38 Gwinnett County Water & Wastewater Program, Gwinnett Co., GA

39 BetterJacksonville Program, Jacksonville, FL

40 South Cross Bayou WRF WWTP, Pinellas County, FL

41 USACE Comp. Everglades Restoration PM, West Palm Beach, FL

42 Miami Intermodal Center, Florida DOT, Miami, FL

43 Infiltration/ Exfiltration/ Inflow Improvement, Miami-Dade Co., FL

44 Needs Assessment Program, Miami-Dade Co., FL

45 Consent Decree/ Settlement Agreement Prgm., Miami-Dade Co., FL

46 Pump Station Imprv. Program, Miami-Dade Co., FL

47 Comprehensive Lateral Investigation Program, Miami-Dade Co., FL

48 Small Water Main Replacement Program(Pilot), Miami-Dade Co., FL

49 Port of Miami, Program Management Miami-Dade Co., FL

50 South District WWTP High Level Disinfection CM and Inspection, Miami-Dade Co., FL

EXHIBIT
tabbies
A-1

The AECOM-Parsons team has successfully delivered some of the largest, most complex water/wastewater programs in the United States. This breadth of experience illustrates our team possesses the resources and knowledge to successfully deliver this program in accordance with the requirements of the consent decree.

Table 4.2 maps our team's past PM/CM contracts against WASD's scope of work for this program.

Table 4.2

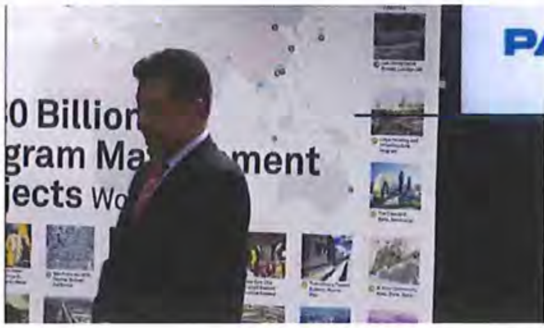
	Population Served (millions)	Constructed Value ($billions)	Experience Category										
			Master Planning/ Validation	Consent Decree	Program Management	Project Controls	Design Management	Construction Management	Risk Identification/ Mitigation	CMOM	Staff Integration	Public Outreach	VE Reviews
San Francisco Public Utilities Commission Sewer System Improvement Program	2.6	7.0	●		●	●	●	●	●		●	●	●
San Francisco Public Utilities Commission Water System Improvement Program	2.6	4.6	●		●	●	●	●	●		●	●	●
Sewer Overflow Control Program Management; Akron, OH	0.3	1.5	●	●	●	●	●	●	●	●	●	●	●
Clean Water Program; Austin, TX	0.9	0.3	●	●	●	●	●	●	●	●	●	●	●
DC Water Blue Plains AWWTP PM (Biosolids); Washington, DC	2.9	0.4	●		●		●		●		●		●
Overflow Abatement Program; Nashville, TN	0.6	0.9	●	●	●	●	●	●	●		●	●	●
DC Water Blue Plains AWWTP PM; Washington, DC	2.9	1.2	●	●	●	●	●	●	●		●		●
Water Pollution Control Plant Upgrade; Arlington, VA	0.2	0.6		●	●	●	●	●				●	●
Bowery Bay Water Pollution Control Plant Upgrade; New York, NY	0.8	0.3		●	●	●		●			●		
Orange County Sanitation District PM/CM; Orange County, CA	2.5	3.0	●	●	●	●	●	●	●		●		●
Consent Decree/Settlement Agreement Program; Miami-Dade County, FL	2.3	0.9	●	●	●	●	●	●	●	●	●	●	●
Fulton County Capital Improvement Program; Atlanta, GA	1.0	0.34	●	●	●	●	●	●	●	●	●		●
Southern Nevada Water Authority PM/CM; Las Vegas, NV	2.0	3.0			●	●	●	●				●	●
Engineering Program Controls Contract; New York, NY	7.5	8.9	●		●	●					●		
Washington Suburban Sanitary Commission SSO Program; Washington, DC	1.8	0.5		●	●	●	●			●	●	●	●
Pima County Program Management; Tucson, AZ	0.8	0.8	●		●	●	●	●	●	●	●		●
San Diego Water CIP Program; San Diego, CA	2.8	0.8	●		●	●	●	●	●		●	●	●
St. Louis MSD Deer Creek Program Management; St. Louis, MO	1.3	4.7	●	●	●	●	●		●			●	●
Freeport Regional Water Program; Sacramento, CA	1.3	0.9	●		●	●	●	●	●		●	●	●
Guam Islandwide PM Services; Tamuning, Guam	0.2	0.3	●		●	●	●	●	●	●	●		●
Comprehensive Everglades Restoration Program; Jacksonville, FL	N/A	7.0	●		●	●	●	●	●		●		
Infiltration/Exfiltration/Inflow Improvement Program; Miami-Dade County, FL	2.3	0.2	●	●	●	●	●	●			●	●	●
Needs Assessment Program; Miami-Dade County, FL	2.3	0.1	●		●	●	●	●			●	●	●
Groundwater Reduction Program; North Harris County, TX	3.0	1.0			●	●	●	●	●			●	
Tarrant Regional Water District; Fort Worth, TX	1.8	2.0			●	●	●	●	●		●	●	●
Newtown Creek CM Services; New York, NY	1.6	1.5		●		●		●	●		●		●
Pump Station Improvement Program; Miami-Dade County, FL	2.3	0.2	●	●	●	●	●	●	●	●	●	●	●
Comprehensive Lateral Investigation Program; Miami-Dade County, FL	2.3	0.02	●	●	●	●	●	●			●	●	●
Small Water Main Replacement Program (Pilot); Miami-Dade County, FL	2.3	1.5	●		●	●	●	●	●			●	●
Clean Water Atlanta Program; Atlanta, GA	0.5	4.0	●	●	●	●	●	●	●	●	●	●	●
DeKalb County Consent Decree Program; Dekalb County, GA	0.7	1.3	●	●		●		●		●			
City of Atlanta A&E Contract; Atlanta, GA	0.5	0.1	●	●	●	●	●	●	●		●	●	●
Gwinnett County Water and Wastewater Program; Gwinnett County, GA	0.9	0.1			●	●	●	●	●		●	●	●
Clean Water Overflow Abatement Program; Nashville, TN	0.6	1.5	●	●	●	●	●	●	●	●	●	●	●

tabbies

EXHIBIT

A-2

AECOM Tier 3 Proposal



"Secondly, I'm here to tell you, and confirm to you that Paul, David and the entire team have the full support and resources of **AECOM, which is the largest engineering company in the world behind them.**"

Statement made at 4:34 in the Tier 3 interview and verified by the Court Reporter's transcript.

ENR.com
Engineering News-Record

THE TOP 400 LIST			
RANK		FIRM	TOTAL 2012 REVENUE $MIL
2013	2012		
1	1	Bechtel, San Francisco, Calif †	29,436.0
2	2	Fluor Corp., Irving, Texas†	22,352.8
3	3	Kiewit Corp., Omaha, Neb †	9,600.7
4	4	The Turner Corp., New York, N.Y †	9,084.9
5	6	PCL Construction Enterprises Inc., Denver, Colo †	6,041.5
6	5	KBR, Houston, Texas†	6,073.0
7	7	Skanska USA, New York, N.Y †	5,773.7
8	14	CB&I, The Woodlands, Texas†	[illegible]
9	11	Balfour Beatty US, Dallas, Texas†	[illegible]
10	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]

According to Engineering *News-Record*, as of May 17, 2013, Bechtel Corporation **is the largest engineering company,** with 53,000 employees compared to AECOM's 45,000.

Engineering News-Record also named CH2M HILL No. 1 in the Top 50 Program Managers in 2013.

EXHIBIT B-1

Attachment to allegation supplied by CH2M HILL

***Note: Bechtel is ranked #1 with Fluor Corp. #2 and Kiewit Corp. #3**

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The Top 400 Contractors

2013

Text size: A A

The modest turnaround in the construction market can be seen in this year's ENR Top 400 Contractors list. As a group, the Top 400 generated $309.45 billion in contracting revenue in 2012, an increase of 9.7% from 2011's $282.14 billion. The figure is still some 8.5% below the record $338.38 billion in 2008 contracting revenue reported in our 2009 Top 400.

The table below shows only rankings and firm name. For complete data from the Top 400 Contractors list see the following links.

More detailed information on the Top 400 Contractors:
View complete list with revenue and market data.

Current Top 400 Contractors Story:
The ENR Top 400 Contractors: Despite Growth, Firms Worry

Click below for earlier editions:
2012 | 2011 | 2010 | 2009 | 2008 | 2007 | 2006 | 2005 | 2004 | 2003

How to use this table

THE TOP 400 LIST

RANK 2013	RANK 2012	FIRM	TOTAL 2012 REVENUE $MIL
1	1	Bechtel, San Francisco, Calif.†	29,436.0
2	2	Fluor Corp., Irving, Texas†	22,352.8
3	3	Kiewit Corp., Omaha, Neb.†	9,600.7
4	4	The Turner Corp., New York, N.Y.†	9,084.9
5	6	PCL Construction Enterprises Inc., Denver, Colo.†	6,841.5
6	5	KBR, Houston, Texas†	6,070.0
7	7	Skanska USA, New York, N.Y.†	5,778.7
8	14	CB&I, The Woodlands, Texas†	4,415.2
9	11	Balfour Beatty US, Dallas, Texas†	4,142.7
10	12	The Shaw Group Inc., Baton Rouge, La.	4,129.8
11	16	Jacobs, Pasadena, Calif.	4,104.2
12	9	Tutor Perini Corp., Sylmar, Calif.†	4,095.9
13	10	Clark Group, Bethesda, Md.†	4,074.0
14	15	The Walsh Group Ltd., Chicago, Ill.†	4,049.0
15	13	The Whiting-Turner Contracting Co., Baltimore, Md.	3,781.5
16	8	Foster Wheeler AG, Hampton, N.J.†	3,414.6

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EXHIBIT B-2

Same list as provided by CH2M HILL but notice that it is for the top 400 contractors

MIAMI-DADE COUNTY

OFFICE OF THE INSPECTOR GENERAL

OIG FINAL REPORT

APPENDIX A

AECOM Technical Services, Inc.'s Response

OIG Investigation of Alleged Misrepresentations Made in the Course of the Notice to Professional Consultants Selection Process for Program and Construction Management Services for the Water and Sewer Department's Wastewater System Priority Projects
ISD Project No. E-13-WASD-01R

IG14-05

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April 23, 2014

Mary Cagle, Esq.
Inspector General
Office of the Inspector General
Miami-Dade County
19 West Flagler Street, Suite 220
Miami, FL 33130

RE: Response to Miami-Dade County Office of Inspector General Draft Report Regarding Investigation of Alleged Misrepresentations Made in the Course of the Notice to Professional Consultant Selection Process for Program and Construction Management Services for the Water & Sewer Department's Waste-Water System Priority Project; ISD Project No. E-13-WASD-01R.

Dear Ms. Cagle:

At the outset, AECOM Technical Services Inc. (AECOM) would like to thank the Office of Inspector General for its diligent work regarding this investigation, and for providing AECOM with a fair opportunity to rebut the false allegations made by CH2M Hill (CH2M) against AECOM throughout this procurement process. AECOM was gratified to learn that - with one minor exception dealing with an alleged overstatement by a sub-consultant of AECOM - **the OIG found that each and every allegation made by CH2M was without merit.** (See OIG draft report at Page 41) In fact, the OIG's draft report verifies that - in regard to several of the claims - CH2M clearly knew or should have known that the allegations were false and notwithstanding this knowledge CH2M proceeded with these baseless claims.

During this frustrating process - which required AECOM to continually correct the record and address these false allegations - AECOM requested that the OIG's office open a formal investigation of CH2M under Administrative Order 3-39 to verify that its claims were blatantly false. We surmise that the OIG opted not to open such investigation at this time in large part to avoid further delays to this very important Consent Decree process; which is already significantly impacted by the delays caused by CH2M's misrepresentations. AECOM requested that CH2M be investigated to bring to light the deceptive and disingenuous nature of CH2M's

allegations. In that regard, the OIG's objective analysis in its report and its conclusions clearly accomplishes that objective.

We respectfully submit that CH2M's irresponsible actions - which are amply documented in the OIG report - should not go unpunished. There are disciplinary options provided by the Miami-Dade County Code to address this egregious conduct by CH2M, that should be seriously considered in order to send a clear message to the bidder community that knowingly false accusations made during a procurement process will not be tolerated by Miami-Dade County.

Below we respectfully provide AECOM's response to the draft OIG report. Suffice it to say that there is hardly any disagreement between AECOM and the OIG as to the findings documented in the OIG draft report.

I. INTRODUCTION:

As noted in the OIG draft report, this matter came to the attention of the OIG as a result of a complaint lodged by CH2M through its representative, alleging misrepresentations made by AECOM in the above-referenced procurement process.

The OIG draft report demonstrates a true understanding of the tactics employed by CH2M in this matter. Indeed, the report states that: **"The amount and ever changing nature of the allegations caused the OIG to question whether CH2M was really serious about each and every allegation or just trying to build a case through volume."** (See OIG draft report at Page 41) Indeed, CH2M's actions throughout this procurement process and its voluminous correspondence riddled with allegations which CH2M knew to be false, were carefully and knowingly calculated to overwhelm the reader and leave an unwarranted negative impression regarding AECOM. Therefore, the opportunity to have an independent source such as the OIG vet and discredit these allegations is essential to maintain the integrity of this procurement process. We lament the delays caused by CH2M and the significant investment of resources, talent and funds that were necessary to conduct this thorough investigation. However, it was ultimately necessary to bring the truth to light.

II EXECUTIVE SUMMARY

For ease of reference, AECOM will use the same headings used by the OIG in its draft report, and will address the false claims made by CH2M in the same format used by the OIG in which it groups these claims into three categories.

Again, AECOM is gratified to learn that with one minor exception, the OIG found that each and every allegation made by CH2M against AECOM had no merit. In regard to the only

allegation in which the OIG found some merit (that Ms. Rosanne Cardozo, a subconsultant to the AECOM team, overstated her participation in the negotiation of the third consent decree during the Tier 3 presentation), we appreciate the fact that the OIG acknowledges that Ms. Cardozo's work **"did contribute to the development of the [Third] Consent Decree"** (see OIG draft report at page 2), and that she is **"well-qualified for the task at hand"** (see OIG draft report at page 41).

III. **TERMS USED IN REPORT:**

No response required.

IV. **SUMMARY OF AECOM RESPONSE:**

No response required.

V. **OIG JURISDICTIONAL AUTHORITY:**

Jurisdiction acknowledged.

VI. **BACKGROUND:**

No response required

VII. **CASE INITIATION AND INVESTIGATIVE METHODOLOGY:**

AECOM acknowledges the thorough nature of the investigation conducted by the OIG. As noted in the draft report, the OIG has been engaged throughout every step of this procurement process. The comprehensive review provided by the OIG included obtaining first-hand accounts from witnesses locally and throughout the country, and the review of voluminous documents. Moreover, as verified in the report, it should be noted that **the OIG provided CH2M with ample opportunity to provide any and all evidence it believed was relevant to substantiate its false accusations**. We believe this is important to highlight because part of CH2M's "*modus operandi*" when faced with their own discredited allegations has been to claim that such failure arises from flawed or incomplete investigative methodologies. By way of example, CH2M's false allegations concerning unregistered lobbying filed against Pedro Hernandez provides a preview of the playbook. Although the complaint was initiated by CH2M and CH2M provided all of its supposed evidence to the Commission on Ethics and Public Trust (Ethics Commission), when the Ethics Commission staff determined that there was no basis to conclude that the lobbying provisions of the Miami-Dade County Code had been violated, CH2M responded by stating that the Commission's review was incomplete and that they would "supplement" the record at a future date.

VIII. **OVERVIEW OF OIG'S INVESTIGATION:**

Overview of allegations:

As noted in the OIG draft report, the multitude of false allegations made by CH2M morphed into different iterations, usually when the main false allegation was discredited in writing by AECOM. These multiple false allegations were grouped into three main categories in the OIG report.

Contextual Overview:

AECOM believes that this crucial section of the OIG report deserves further emphasis. As noted in the draft report, both AECOM and CH2M use common words and phrases such as "Consent Decree Program", "manage", "management experience", "program management" and "program manager" throughout their respective submissions. A close examination of CH2M's written submissions and oral presentations demonstrates that **CH2M used this industry terminology in the same manner that AECOM did in its submissions and presentations,** yet incredibly, CH2M ascribed a wholly different meaning to the terms when those terms were used by AECOM. The OIG documents this in Footnote 3 of the draft OIG report. (See OIG draft report at Page 9)

CH2M falsely accused AECOM of misrepresenting its experience in managing Consent Decree programs because some of its work preceded the actual entry of the Consent Decree, although this work was essential to proceed with the Consent Decree program. However, the OIG report expressly finds that this is an acceptable manner of representing experience in this industry, and that AECOM's representations in that regard were not misleading. Moreover, Footnote 3 documents instances where CH2M has also claimed experience managing Consent Decree program work in jurisdictions where its work was performed prior to the entry of the Consent decree. Again, the OIG rightly highlighted the disingenuous and deceptive nature of CH2M's allegations.

As to the NEORSD (Cleveland, Ohio), the OIG confirmed that, although CH2M listed this jurisdiction as "Consent decree programs managed by CH2M Hill", in fact the NEORSD Consent decree Program is being managed in-house without a program manager, thus confirming that CH2M made false representations in this procurement process regarding its experience.

AECOM respectfully submits that the information provided in Footnote 3 should be further expanded by the OIG, and made part of the body of the report, as opposed to being formatted as a footnote, in order to provide proper context to these very relevant and important findings.

IX. **INVESTIGATIVE FINDINGS:**

A) QUALIFICATIONS OF AECOM AND SUB-CONSULTANTS:

1. Allegation that AECOM misrepresented itself claiming to have been the Prime on 28 Consent decrees.

The allegation that AECOM misrepresented its experience as Prime on at least 28 Consent decrees is perhaps the false claim that has most often been repeated by CH2M. To make this claim, CH2M changes the representation AECOM actually made and boldly asserts that AECOM represented that it was "program manager" on 28 consent decrees. It is clearly false, and we are gratified that **"the OIG finds this allegation to be without merit**." (See OIG draft report at Page 10) AECOM agrees with the facts as set forth in the draft OIG report, as well as its conclusions. We would only suggest - in order to provide better context - that the OIG consider further documenting the baseless nature of this claim by highlighting the fact that in its Tier 3 presentation, CH2M represented that it had been "Prime" on 46 Consent decree engagements. The OIG's office can easily confirm that these were not 46 Program Manager engagements. Therefore, in effect, although CH2M used the same terminology in the same oral presentation, it claims that AECOM's words meant one thing, while CH2M's words meant another. This can only be characterized as deceptive and unethical.

As noted by the OIG draft report, after its initial claims were discredited by AECOM, "CH2M changes course and makes two related, yet ancillary arguments that need to be addressed." (See OIG draft report at Page11) Rather than restate these morphed albeit baseless claims, it is sufficient to state that **the OIG found as to the first claim that "this argument is without merit",** (See OIG draft report at Page 12), and **as to the second, that the explanation provided by the Executive Director of that jurisdiction's program "clearly refutes CH2M's allegation**". (See OIG draft report at Page 12)

2. Allegation that AECOM falsely claimed credit for managing the DeKalb County Consent decree Program.

It was indeed frustrating for AECOM to have to address this false allegation on more than one occasion, as CH2M again was clearly attributing as alleged "misrepresentations" by AECOM, statements that were never actually made! Thus, the OIG found that **"CH2M, however, is wrong because nowhere did AECOM say this".** (See OIG draft report at Page 13)

As the OIG knows, AECOM set the record straight as to this alleged misrepresentation in one of its letters, yet CH2M persisted in making this claim even after AECOM demonstrated it to be false. Again, AECOM believes that it understands why the OIG chose to limit its investigations to vetting the false allegations made by CH2M, and chose (at this time) not to open an investigation on CH2M for its blatant false statements and misrepresentations throughout this procurement process. Nevertheless, CH2M's conduct in this regard -- where it insisted on making claims which it clearly knew to be false -- can only be described as reprehensible, and thus should be sanctioned.

AECOM is again gratified **that in regard to this false allegation, "the OIG found no misrepresentations regarding the AECOM's team collective past performance in DeKalb County relating to waste-water programs."** (See OIG draft report at Page 14)

B) QUALIFICATION OF AECOM INDIVIDUAL TEAM MEMBERS:

1. Allegations that AECOM's Program Manager designee David Haywood misrepresented his program management experience relative to three Consent decree programs: Indianapolis, Indiana; Atlanta, Georgia; and Cleveland, Ohio (NEORSD).

a.) Summary of allegations and OIG evaluation of key terms

As AECOM responded to - and debunked these allegations - CH2M's false claims continued to morph and evolve. Each of the various iterations of these false claims lacked merit. AECOM is pleased to learn that **"the OIG cannot find that Mr. Haywood's characterization of 'management' responsibilities was unreasonable."** (OIG draft report at Page 16)

One of the iterations of these false claims involves the allegation that because the work was performed prior to the actual entry of the Consent Decree, the work was not part of the Consent Decree program. In that regard, after careful evaluation, the OIG report states as follows: **"Is the Consent decree's execution date the definitive date, pursuant to industry wide agreement, for determining when a Consent decree program begins? We do not believe so."** (see Draft OIG report at Page 16) Thus, the OIG has acknowledged - and CH2M knows - that work which is essential to address the requirements of a subsequent Consent Decree is usually characterized in the industry as Consent Decree work. Therefore, not only is it a false claim, but as noted by the OIG report (which refers the reader back to Footnote 3), it is one of the many claims that CH2M knew to be false. In fact, Footnote 3 clearly demonstrates that CH2M understood how the industry normally represents experience related to Consent Decree work since

claimed experience for Consent Decree work that was also performed prior to the formal entry of a Consent decree.

b.) Allegations related to Mr. Haywood's work in Indianapolis.

This is another example of actionable misconduct by CH2M. In effect, CH2M falsely alleged that the City of Indianapolis terminated Mr. Haywood and his team, implying that the termination was a result of deficient performance. As proof of this, CH2M produced an e-mail from Jim Gerrard, the former Director of the Indianapolis Department of Public Works. It should be noted that, although Mr. Gerrard's e-mail is intended to imply that AECOM's work in Indianapolis was not satisfactory, there is nothing in the e-mail by which the reader can conclude that Mr. Gerrard asserted that Mr. Haywood's team was terminated. As verified by the OIG draft report, **the OIG requested additional evidence from CH2M to verify this false claim and "we were provided none."** (Draft OIG report at Page 18)

However, what makes this claim beg for disciplinary proceedings is that the OIG discovered that **CH2M failed to disclose that Mr. Gerrard "was seeking employment with CH2M at the time he spoke to Mr. Steve Lavinder of CH2M and then sent the e-mail to him. Subsequent to writing the e-mail he was offered and accepted a job with CH2M."** (See OIG draft report at Page 19) AECOM submits that the **failure by CH2M to disclose that Mr. Gerrard's e-mail may have been rewarded with a job opportunity, constitutes highly unethical conduct that should be sanctioned accordingly.** Clearly, as determined by the OIG **"the allegation that Mr. Haywood and his team were 'terminated' from Indianapolis is without merit"** (see OIG draft report at page19)

As to the ancillary related claim that the work performed by Mr. Haywood in Indianapolis was not Consent Decree experience, the **OIG correctly found that "the responsibilities tasked to MWH (Mr. Haywood's former employer) under its Program Management Agreement, were management experiences related to a Consent Decree program, even if the work preceded the actual execution of the Consent Decree"** (see OIG draft report at page 19) Thus, the OIG concludes that **"Mr. Haywood's participation can be characterized as Consent decree work, even though the Consent decree was entered some time after."** (See OIG draft report at Page 20) In summary, the OIG report yet again finds: **"this allegation to be without merit."** (See OIG draft report at Page 21)

c) Allegations related to Mr. Haywood's work with the City of Atlanta:

This section also concludes with an acknowledgement that **"The OIG has thoroughly vetted CH2M's allegations related to Mr. Haywood's Atlanta work experience and has determined that they are without merit."** (See OIG draft report at

Page 25) In the discussion of this item, the OIG again notes that the initial allegation took on different iterations over time. We submit this was CH2M's desperate attempt to keep the false allegation alive after it had been discredited in writing by AECOM. Nevertheless, even as to the modified false claims, the OIG draft report states that **"we find that the evidence substantiates the cited AECOM statements and remarks regarding Mr. Haywood; thus it is reasonable to attribute to Mr. Haywood, as having provided management functions on Atlanta's two consent decree programs."** (See OIG draft report at Page 22)

This allegation constitutes yet another example of a false accusation that CH2M knew or should have known to be false. Indeed, the OIG draft report notes that **"CH2M had to be aware of Mr. Haywood's Atlanta experiences before making its allegation. We say this because during that time, Mr. Haywood was employed by MWH, which in turn, was a sub-consultant to CH2M. Thus it is logical to assume that CH2M knew of Mr. Haywood's roles, activities, contributions, and the timing thereof, relative to CH2M's work deliverables provided to Atlanta."** (See OIG draft report at Page 24) Thus, this knowingly false allegation also begs for a disciplinary proceeding.

Incredibly, the final iteration of this false claim again attributes representations to AECOM that it never made! CH2M alleged that "AECOM clearly DEFINED Haywood's Atlanta experience as program manager, in leading these two specific programs, which we have since proved to be falsely stated." (Capital letter emphasis in original.) In that regard, AECOM is thankful that the OIG draft report notes that **"The OIG, however, did not find any references in AECOM's written submittals where AECOM represented that Mr. Haywood was the Program Manager for either of the two cited Atlanta consent decrees."** (See OIG draft report at Page 24-25)

d) Allegations relating to Mr. Haywood's work with NEORSD:

After investigating this claim the OIG states: **"Was it a Misrepresentation by AECOM to include Mr. Haywood's experiences at NEORSD as relevant management experience? NO. It is part of his professional work history"** (see OIG draft report at page 27) AECOM agrees with the conclusion reached by the OIG that the representations made by AECOM regarding Mr. Haywood's experience with the NEORSD did not constitute a misrepresentation. Throughout its report, the OIG acknowledges that claiming experience for Consent Decree work performed prior to the entry of a Consent Decree is not a misrepresentation, if the work is such that it would have to be performed to comply with the terms of the Consent Decree. This is the case with the NEORSD. As noted in the OIG report Mr. Haywood's work **"did have a nexus to [the] requirements of the Consent Decree"** (see OIG draft report at page 27)

AECOM understands that there was a significant period of time between completion of the work performed by Mr. Haywood and entry of the subsequent Consent Decree. However, this is not unusual in programs that can last 20 years or more from their initial stages to the ultimate completion of all projects required by the Consent Decree. Indeed, Footnote 3 of the OIG's report documents at least one occasion in which CH2M claimed experience for consent decree work that was performed and essentially completed close to a decade before the Consent Decree was actually lodged.

2. Allegations that AECOM team member Rosanne Cardozo's involvement in the negotiation of the current consent decree was misrepresented.

During the Tier 3 oral presentation, statements were made regarding Rosanne Cardozo as it relates to her role in negotiating the first, second and third consent decrees entered into by Miami-Dade County. In that regard, the OIG only takes issue with part of the statements made relating to Ms. Cardozo as it relates to her participation in negotiating the third Miami-Dade Consent Decree. Indeed, the OIG report confirmed that her representation in regard to her participations in the first and second consent decree were accurate, but concludes that her involvement in negotiating the third consent decree with the department was overstated. We believe that when understood in its proper context, the OIG would concur that Ms. Cardozo's statement was made in good-faith, and that based on her understanding of the facts, she believed that statement to be true. AECOM relied on Ms. Cardozo's representation in making its statements and it believes that there was no intent on her part to mislead the Mayoral Advisory Committee.

Part of the process of putting the statement in context, necessarily includes an acknowledgement that solicitation is not an NTPC to procure a company to **negotiate** a Consent Decree; it was an NTPC to find a well-qualified team to **implement** the Consent Decree and provide program and construction management services.. In that regard, this statement was of no consequence to the main issues being evaluated. As to her ability to perform the work required by the NTPC, the OIG found that **"Ms. Cardozo's prior work activities for WASD, including negotiations and program management experience from the first two consent decrees and her work on the CMOM self-assessment for the current consent decree show that she is well-qualified for the task at hand."** (See OIG draft report at Page 41-42)

The difference of opinion as to the third consent decree revolves, in part, on determining whether work on the CMOM document - which was the foundation for the

Consent Decree - as well as other work in assisting the department - can be viewed as part of the process of the negotiations that produced the final document.

As noted by the OIG report, **"WASD officials have expressly stated to the OIG that the preparation of this document (the CMOM self-assessment) is a precursor to eventually negotiating the new consent decree with the EPA."** (See OIG draft report at Page 30). The OIG has also acknowleged that **"Our review surrounding the development and negotiation of the new Consent Decree determined that Ms. Cardozo's work did contribute to the New Consent Decree"** (see OIG draft report at page 28). In that regard, Ms. Cardozo sincerely believes that her work on that document is part of the negotiations process, as it is "the threshold position" of the County that is further refined in the subsequent "give and take" phase of the negotiations.

AECOM believes that to the extent that Ms. Cardozo's assessment differs from that of the OIG in regard to this issue, such difference is a more nuanced matter of degree. Certainly, we hope that the OIG understands and acknowledges in its final report that the statements made regarding the extent of Ms. Cardozo's participation on the third consent decree were made in good-faith and that for the reasons she articulated in her sworn testimony, Ms. Cardozo sincerely believed then, as she believes now, that her statement in that regard was correct.

C) MISCELLANEOUS ALLEGATIONS:

1. Allegations related to Akron, Ohio.

As part of its Tier 3 oral presentation, AECOM played an excerpt of a testimonial by the Mayor of Akron, Ohio, regarding the work of AECOM in that jurisdiction and the performance of its proposed program manager, David Haywood. CH2M claimed that Akron was terminating AECOM's contract and that the Mayor of Akron "expressly informed AECOM" not to use the testimonial in its presentation.

Thankfully, the OIG took the time to contact the Mayor of Akron personally to vet the reliability of this claim. The Mayor confirmed to the OIG that he had voluntarily agreed to the videotape interview, and **"when asked specifically by the OIG whether he had expressly asked AECOM not to use the video in its oral presentation, the Mayor stated no; he had not forbade them from using it."** (See OIG draft report at Page 35)

CH2M also falsely claimed that during the Tier 3 oral presentation in January, 2014 and during the February 25, 2014 responsibility review meeting AECOM

misrepresented that it had no reason to believe that that Akron would not renew its contract with AECOM. In that regard, the OIG draft report notes that "**during our conversation with the Akron Mayor on February 28, 2014, we inquired as to the status of AECOM's contract. He advised us that AECOM's contract is due to expire in April 2014 after four years, and that no decision had been made as to whether it will be extended.**" (see OIG draft report at page 35) Moreover, the OIG was able to confirm, as was stated in the video clip testimonial by the Akron Mayor, that he holds Mr. Haywood in high regard. Indeed footnote 57 notes that " **The Mayor felt that Mr. Haywood's departure might adversely impact Akron's program**" (see OIG draft report at page 35, fn.57).

As you know, Akron has now decided not to renew the contract in order to go in a different direction with an integrated sewer plan for its sewer program. Nevertheless the OIG's report conclusively demonstrates that AECOM did not make any misrepresentation regarding this issue. In fact, AECOM's representations in January and February 25,2014 were verified by the Mayor's representations to the OIG on February 28, 2014.

Ironically, CH2M's reckless, unsubstantiated, and false allegation resulted in yet another testimonial of Mr. Haywood's outstanding qualifications.

2. Allegation that AECOM misrepresented itself as the largest engineering company in the world.

This is another silly, albeit false allegation by CH2M. Moreover, the manner in which CH2M set about "proving" this allegation is , to say the least, unethical. The OIG verified that a document CH2M provided to support this claim was altered to create a false impression. In that regard, the OIG states that **"we find that CH2M's submission of this document is misleading."** (See OIG draft report at Page 36)

The OIG then details the different firms that were considered as "top-ranked" firms in different categories by the Engineering News Record (ENR), including AECOM for "top-design firm" and states that **"all of the aforementioned firms are highly regarded firms, which makes this allegation from CH2M all the more disconcerting."** (See OIG draft report at Page 36) We respectfully submit that providing altered and misleading documents – like, as referenced above, providing e-mails from a third party (Jim Gerrard) without disclosing such party's direct connection to CH2M (that he was actively seeking employment by CH2M at the time the statement was made) - are reprehensible actions that should not go unsanctioned.

3. Allegation that AECOM falsely took credit for recommending a software upgrade.

In one of its letters, CH2M falsely alleged that AECOM claimed credit for work already done by WASD staff involving the implementation of certain software upgrades. Yet again, the OIG finds that **"this allegation, too, is without merit."** (See OIG draft report at Page 37) As noted by the OIG, AECOM's recommendation regarding upgrades of this software made in its December 2013 submission and subsequently in its oral presentation, was in response to a specific question asked by Miami-Dade County during the Tier 3 process. The OIG notes that AECOM merely provided the requested recommendation and states that **"a recommendation is not statement of fact. We don't understand how one misrepresents a recommendation."** (See OIG draft report at Page 37) AECOM is also at a loss to understand what can only be characterized as a trivial, misleading allegation in furtherance of CH2M's campaign of attack through sheer volume of diatribe.

4. Allegation that AECOM violated the NTPC process by interjecting phrases about its "fee" in its oral presentation.

In this regard, CH2M falsely alleged that AECOM violated the NTPC process when it made certain statements regarding its fee during the oral presentations. In what by now is akin to a mantra, the OIG report states **"again we find this allegation to be without merit."** (See OIG draft report at Page 38)

We agree with the conclusion of the OIG that the statements which were made could not reasonably be interpreted to be prohibited discussions regarding compensation.

5. Allegation that AECOM approached CH2M into colluding on the instant procurement.

This is yet another instance in which CH2M makes a knowingly false accusation that unjustly impugns the ethics and integrity of other participants. **The OIG notes that "while this allegation - at least on the face of it - seems pretty serious, it is not."** (See OIG draft report at Page 39)

The OIG confirmed that after a Miami-Dade County Commissioner made a suggestion at the November 19, 2013, Board of County Commission meeting about splitting the contract, AECOM representatives in good-faith approached an Assistant

County Attorney to inquire about the possibility of a settlement of the dispute. Frankly, it is ludicrous to even imply that AECOM could be involved in collusion, when - as verified by the OIG - the suggestion made was for both parties to meet **with the County Attorney's office to explore a legal resolution to this dispute.** In regard to this serious albeit false accusation, **"the OIG finds that there was no misconduct on anyone's part."** (See OIG draft report at Page 40)

AECOM respectfully submits that this is another example of actionable misconduct. Clearly, CH2M knew or should have known that this allegation was frivolous, yet it continued to propound it in order to be able to claim in their misleading correspondence to county staff and commissioners that the OIG was investigating "serious issues regarding collusion".

6. Allegation that AECOM inappropriately took credit for developing WASD's hydraulic model.

CH2M alleged that misrepresentations were made by AECOM when it took credit for WASD's hydraulic model. As noted by the OIG report, **"CH2M did not provide any further explanation or documentation"** regarding this claim. (See OIG draft report at Page 40)

Nevertheless, **in its investigation the OIG verified that Marisela Fuentes and Richard Hope - who are employed by AECOM "actually did build the hydraulic model".** (See OIG draft report at Page 41) Thus, the OIG concludes that **"CH2M's allegation against them (AECOM) is completely baseless."** (See OIG draft report at Page 41) Again, this false allegation by CH2M ultimately provides yet another opportunity to confirm the considerable experience and outstanding qualifications of AECOM's personnel.

X. CONCLUSION:

By the comments made in the report's conclusion, it is apparent to AECOM that the OIG clearly understood CH2M's strategy: make voluminous and repeated false allegations, attach so-called "exhibits" that were ultimately found to be either irrelevant, altered, potentially procured with enticement of gainful employment, or presented without context, all in order to boldly state -- without any real basis -- that AECOM was being "investigated" for multiple misrepresentations. Thankfully, the OIG's valuable work in ferreting out the truth, completely discredits CH2M's allegations. The

OIG's work on this matter will be of immeasurable importance in restoring integrity to this procurement process which has been tainted by the misdeeds of CH2M.

In regard to the only allegation in which the OIG found some merit, we respectfully invite the OIG to revisit the evidence presented by AECOM regarding Ms. Rosanne Cardozo's statement as to her participation and contributions to the work leading to the third consent decree. At a minimum, we are confident that the evidence that the OIG has collected, including Ms. Cardozo's sworn testimony, will lead the OIG to the conclusion that there was no intent on the part of Ms. Cardozo or AECOM to misrepresent her participation in that regard. Indeed, as stated in the report itself, the OIG found that Ms. Cardozo is extremely qualified to perform the tasks for which her participation is proposed. Therefore, there was no incentive to intentionally or consciously overstate her participation in negotiating the third consent decree .

Moreover, we respectfully submit that this NTPC does not seek a firm to negotiate the consent decree, which has already been entered; it seeks a firm to implement the requirements of the consent decree. Thus, this statement by Ms. Cardozo had no impact on the criteria evaluated by the Mayoral Advisory committee during the selection process.

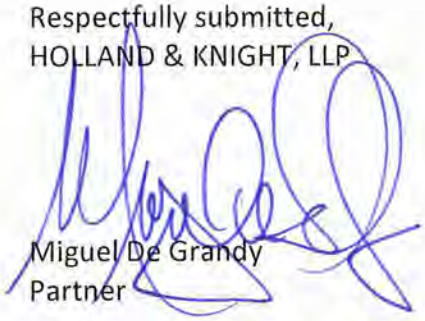
AECOM acknowledges the statements made by the OIG regarding the need for reform of the procurement process. Certainly, it is not AECOM's place to opine on the structural changes that Miami-Dade County may consider to improve its procurement process. However, AECOM does feel compelled to note that in this particular procurement, Internal Services Department staff at all times conducted themselves in a professional and competent manner. The delays occasioned in this very important procurement result directly from CH2M's misconduct, and not any shortcomings of the procurement division's professional staff.

Finally, in regard to the recommendation for reform, AECOM respectfully submits that sometimes, improvement of a process can be achieved by simply enforcing the laws, ordinances and regulations that are already in place. Thus, we again respectfully submit that the multiple false allegations lodged by CH2M - many of which were found by the OIG to be knowing misrepresentations - should not go unpunished. There are disciplinary provisions in the Code, that can and should be considered against CH2M for its misconduct and lack of responsibility throughout this process. Proceeding in this manner will send a clear message to other proposers that Miami-Dade County will not tolerate frivolous, deceptive and knowingly false accusations against a competitor in a procurement process in order to gain an unfair competitive advantage. Simply stated, this County should not provide a free pass to a company that has altered

documents to present as evidence, provided misleading documents that were, perhaps, procured by the reward of gainful employment, and repeatedly propounded false accusations that it knew to be nothing but lies.

We respectfully submit that disciplinary action and appropriate sanctions for this well documented and outrageous misconduct will go a long way to restoring the integrity of Miami-Dade County's procurement processes, which have been unfairly tarnished by the tactics of a company whose integrity and responsibility should seriously be questioned.

Respectfully submitted,
HOLLAND & KNIGHT, LLP



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