

4E-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 6, 2017

[] Consent [X] Regular
[] Workshop [] Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Contract with Jacobs Project Management Company (Jacobs) for Program Management Services for General Government Capital Program (GGCP).

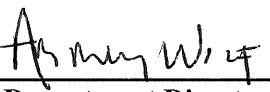
Summary: This contract is to provide program management services to assist the County and Facilities Development & Operations Department (FDO)/Capital Improvements Division (CID) in managing the GGCP which includes the Infrastructure Sales Tax Program and traditional 5 Year Capital Improvement Plan. Program Management Services by Jacobs include a Sr. Project Manager to administer compliance with the approved Infrastructure Surtax Program and to act as the liaison to the PBC Infrastructure Surtax Independent Citizens Oversight Committee, as well as Project Controls Manager to monitor overall budgets, schedules, and reporting through use of a customized project management software system that is approaching completion of development. Jacobs will also provide Project Management Services thru Project Managers as necessary to supplement FDO/CID staff. The number of Project Managers is based on the additional man hours required to handle the additional workload from the Infrastructure Sale Tax Initiative. Jacob's employees would act as an extension of FDO/CID staff, acting as an owner's representative and managing projects strictly in accordance with County procurement and contract management laws, policies and procedures. Design professionals and contractors will not know the difference between a County employee and a Jacob employee acting as a Project Manager through the course of service delivery and routine operations. Use of Jacob's personnel to supplement County staff is beneficial as it allows the County to readily expand (within the budget amount) and contract its work force based on need at any given time. This is a five-year contract with an option for five additional one-year terms at the discretion of the County. Unlike typical consultant contracts, a "Notice to Proceed" will need to be issued annually by October 1st for approval as part of the annual GGCP in the upcoming budget year. Such Notice to Proceed (NTP) will be issued administratively in an amount not to exceed the amount approved as part of the annual Capital Improvement Program. If the NTP is not received by October 1st of each fiscal year, then the contract can be terminated. A limited scope of services contract in the amount of \$199,800 was previously executed by the Director of FD&O to allow the consultant team to participate in planned workshops with industry, conduct outreach and coordination related thereto, set up the project management software system, and begin to provide project management services. This Contract only sets forth the hourly rates for the various Jacob's personnel and sub-consultant that will perform services during the term of the contract. The estimated 5-year contract value is \$4,825,149, however this item only authorizes expenses for the remainder of FY 17 in the amount of \$451,733, which will be reflected in the NTP issued to Jacobs following the approval of this item. All Program Management costs (Project Executive, Sr. Project Manager, Program Controls Manager and project controls set-up) will be capitalized to the Infrastructure Sales Tax projects and the costs associated with the Project Managers and Field Inspectors will be charged to the applicable project. The goal for Small Business Enterprise (SBE) participation is 15% and Jacobs' SBE participation for this contract is 15%. **(Capital Improvements Division) Countywide (LDC)**

Background & Policy Issues: Continued on Page 3

Attachments:

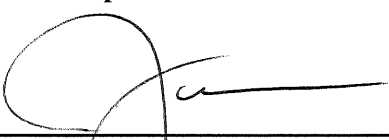
1. Budget Availability Statement
2. Jacobs Contract
3. Disclosure of Ownership Interests
4. Estimated Costs of Jacobs Contract Over 5 Year Term
5. Comparison of County and Jacobs Program Costs

Recommended by: _____


Department Director

5/25/17
Date

Approved by: _____


County Administrator

5-26-17
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	\$451,733				
Operating Costs					
External Revenues					
Program Income					
(County)					
In-Kind Match (County					
NET FISCAL IMPACT	* \$451,733				
# ADDITIONAL FTE					
POSITIONS					
(Cumulative)					
Is Item Included in Current Budget:	Yes	X	No		

Budget Account No: Fund Dept. Unit Object Program

* B. Recommended Sources of Funds/Summary of Fiscal Impact: Costs will be charged to various sales tax and other capital project budgets. With approval of this item, the total FY17 costs are \$651,533.

C. Departmental Fiscal Review: Km Skus 5/12/17

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature]
OFMB ⁴⁸ 5/16 5/17

[Signature] 5/26/17
Contract Development and Control

B. Legal Sufficiency:

[Signature]
Assistant County Attorney

C. Other Department Review:

Department Director

In order to address backlogged County infrastructure, a discretionary \$.01 local government Infrastructure Surtax (IST) has been approved by the voters. The proceeds of the IST will finance the renewal and replacement (R&R) of: 1) existing capital investments including roadway surfaces, bridges, drainage improvements, canals, parks amenities and government buildings, all of which were deferred during the recent recession and remain outstanding, and 2) other projects identified by the Board of County Commissioners as health, safety and welfare priorities. Proposals for this project were requested in order to assist staff with management of the GGCP. On December 15, 2016, proposals were received from three firms and on January 27, 2017, each firm made a presentation to the Final Selection Committee. The Committee reviewed and evaluated the firms based on predetermined selection criteria and ranked the vendors based on that criteria. The results of the selection committee were posted on January 27, 2017, and the Board ratified the Committee's unanimous selection of Jacobs on February 7, 2017.

There are two types of Program Management Services being performed by Jacobs; those requested by the Board to provide for; 1) review/monitoring of the IST expenditures, reporting and to act as a liaison to the PBC IST Oversight Committee, and 2) those associated with the set of the project control technology. In the case of the review/monitoring of the IST expenditures, reporting, and liaison task, it was the BCC's desire to have a third party perform these services to provide for; 1) an additional layer of transparency and accountability, 2) consistency between the three County departments and the Sheriff, all of which will be managing IST dollars, 3) input of experience from other public and private clients, and 4) the ability to immediately scale services to an amount that will best respond to the support needed to realize the success of this multi-year program. These are the non-financial reasons for choosing contracted Program Management Staff vs. these services being performed by four department Directors and four fiscal managers. Despite cost not being the sole driving factor in this decision, the costs are roughly equal to that of the costs of the 4 Department Directors, 4 Fiscal Managers and at least one Assistant County Administrator to oversee for consistency among the Departments.

Attachment 4 to this item, illustrates the anticipated administrative and management costs for the first 5 years of the IST Program. Since each fiscal year's costs will be capped at the amount included in the not to exceed Notice to Proceed, this item will be capped at \$451,733 for a total of \$651,533 for 2017, including those services authorized by the Limited Services Contract approved by the Director of FDO in March. The recommended expenses for FY 18 are \$1,022,210 and have already been submitted to OFMB as part of the regular budget process. Expenses for FY 19 will be reviewed and adjusted as the County's needs are determined and the adjusted amounts will be included in the annual capital budget recommendations.

By utilizing the non-proprietary and customizable software that Jacobs' uses, the County is benefitting by not having any software or annual licensing costs and is only paying the professional services costs associated with the set-up of the Prolog project control technology for County use, set up of our projects in the software, and training of a super-user; all of which would be required whether Jacobs was hired or that service provided by County staff. This will provide an immediate fix required for FDO/CID to move forward with fully automated project control capabilities and provide electronic data required for a variety of reporting requirements. In light of the number of IST and GGCP projects forecasted for the years ahead, delaying this effort would only compound the volume of historic information requiring entry at a later date, and hence greater demands on available resources. At the same time, all electronic project data from Prolog will be capable of being transferred to the best long term solution for the department, such that all investment will remain captured.

In addition to the greater flexibility in expanding and contracting its work force afforded to the County by using a contracted Program Management Consultant, it is financially advantageous to the County as billed rates for Jacobs Project Managers are lower than that of CID billing rates reflecting the leveraging of existing CID management and support staff across the additional project Managers (see Attachment 5). It is County policy to capitalize staff charges to capital projects so the financial impact benefits the applicable projects.

Jacobs' plans on achieving its 15% SBE participation through the use of LB Limited for public/community relation services as well as a field inspector. This is reflected on the Schedule 1 and 2s executed by LB Limited.

FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT

REQUEST DATE:5/12/17

REQUESTED BY: John Chesher

PHONE: 233-0266

PROJECT TITLE: Program Management Services for
General Government Capital Program (GGCP)

FAX:

PROJECT NO.:

ORIGINAL CONTRACT AMOUNT: \$199,800.24

BCC RESOLUTION#:

REQUESTED AMOUNT: \$451,733

DATE:

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR: Jacobs Project Management Company

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE
CONSULTANT/CONTRACTOR: Provide program management services to assist the County and Facilities
Development & Operations/Capital Improvements Divison (CID) in managing the GGCP which includes the Infrastructure
Surtax Program and 5 year Capital Improvement Plan. Previous contract for \$199,800.24 approved by Department Director.

CONSTRUCTION	
PROFESSIONAL SERVICES	\$451,733
STAFF COSTS** (Design/Construction Phase)	
MISC. (permits, prints, advertising, etcetera)	
TOTAL	\$451,733

** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this
BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3950 DEPT: UNIT: VARIOUS OBJ:

FUNDING SOURCE (CHECK ALL THAT APPLY):
☐ AD VALOREM ☒ OTHER IST
☐ FEDERAL/DAVIS BACON

BAS APPROVED BY: John Chesher DATE: 5/12/17

ENCUMBRANCE NUMBER: _____

**CONTRACT FOR PROFESSIONAL
SERVICES**

PROGRAM MANAGEMENT SERVICES

**GENERAL GOVERNMENT CAPITAL
PROGRAM**

PROJECT #17200

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CONTRACT FOR PROFESSIONAL SERVICES

This Contract (hereinafter the "Contract") is made as of _____ by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and **Jacobs Project Management Co.**, a corporation authorized to do business in the State of Florida, hereinafter referred to as PROGRAM MANAGER, whose Federal I.D. number is 35-2321289.

WITNESSETH:

WHEREAS, the COUNTY desires to retain the services of a professional program manager to assist COUNTY in administering and managing the COUNTY's general government capital program which includes the COUNTY's infrastructure sales tax projects (collectively referred to as the "GGCP"); and

WHEREAS, the Florida Statutes allow for a contract with a firm to provide professional program management services; and

WHEREAS, the COUNTY has selected PROGRAM MANAGER, in accordance with the provisions of the Florida Statutes, and PROGRAM MANAGER has agreed to provide the professional program management services, in accordance with the terms of this Contract, as may be required and directed from time to time by COUNTY, in connection with the GGCP.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the PROGRAM MANAGER agree as follows:

SECTION 1 - BASIC SERVICES OF PROGRAM MANAGER

1.1 DEFINITIONS.

- 1.1.1 Approval/Acceptance/Authorization: when referring to COUNTY's approval, acceptance or authorization, such shall not constitute acceptance or approval of the buildability or suitability of any documents nor the approval or acceptance of the condition, status or progress of the work, but only establishes that the COUNTY has verified such documents exist and that progress payments may be made. No liability shall flow to, be assumed by, or incurred by the COUNTY for its acceptance, approval or authorization of any documents or work hereunder.
- 1.1.2 Construction/Contract Documents: shall include, but not be limited to the Advertisement for Bids, Instructions to Bidders, Small Business Enterprise Schedules, Bid Proposal, Bid Bond, Warranties, Notice of Intent to Award, Notice to Proceed, Certification of Substantial Completion, General Conditions, Supplemental General Conditions, Special Conditions, Technical Specifications, Design Documents whether preliminary or final, Architectural Drawings, Contract Drawings, Plans, Shop Drawings, Addenda and Change Orders executed pursuant to the Construction Documents.
- 1.1.3 Observe, Observation(s), Visit(s): site visits by the PROGRAM MANAGER to determine if construction is being performed in compliance with the Construction/Contract Documents and

to determine if the contractor is progressing according to the project schedule.

1.1.4 GGCP: shall mean the COUNTY's general government capital program which includes the COUNTY's infrastructure sales tax projects.

1.1.5 Capitalized terms not defined in this Contract will have the meaning defined in the Construction/Contract Documents.

1.2 GENERAL.

1.2.1 Basic Services. The basic services to be provided by the PROGRAM MANAGER and the scope of work for this Contract are described in **Exhibit A** to this Contract which is incorporated herein.

1.2.1.1 No minimum amount of professional services or compensation is guaranteed to the PROGRAM MANAGER. This is not an exclusive contract. The COUNTY may enter into similar contracts with other consultants to provide the same or similar services or use in-house staff during the term of this Contract.

1.2.1.2 The PROGRAM MANAGER and its subsidiaries or affiliates are precluded from responding to future RFPs or bids for any projects in the GGCP which are managed by the COUNTY's FDO/Capital Improvements Division; even if the project is not actively managed by the PROGRAM MANAGER. The PROGRAM MANAGER can respond to the COUNTY's Engineering and Public Works Department bids or RFPs, provided that the PROGRAM MANAGER is not providing program management services for any Engineering and Public Works Department projects prior to the date of the bid or RFP; and if awarded the contract, the PROGRAM MANAGER will be ineligible to provide program management services for any Engineering & Public Works projects during the term of the awarded contract. The PROGRAM MANAGER may respond to any bid or RFP for the COUNTY's Water Utilities Department and the Department of Airports projects, without limitation. These restrictions may or may not apply to the PROGRAM MANAGER's subconsultants depending on their involvement in the management of the GGCP and such subconsultants should contact the Director of Capital Improvements on a case by case basis to determine whether they are restricted from bidding. Subconsultants only providing ancillary services are not excluded from future work associated with the GGCP projects.

1.2.1.3 The types of individual services to be assigned to PROGRAM MANAGER under this Contract may include, but not necessarily limited to those listed in **Exhibit A**.

1.2.1.4 In the performance of this Contract, the PROGRAM MANAGER (and any employees of PROGRAM MANAGER, subconsultants hired by PROGRAM MANAGER and/or employees of subconsultants hired by PROGRAM MANAGER) shall become familiar with and perform such services in accordance with the policies, procedures and ordinances of the County, including but not limited to the County's Code of Ethics, Disclosure and Conflict of

Interest Policies which includes the Conflict of Interest Policy as set forth in Exhibit D hereto and the confidentiality provision of subsection 1.2.1.5, relevant County-wide PPMs, the FDO CID Project Manual, relevant FDO departmental PPMs, and the Policy and Procedures Manual for Design Professionals, latest edition, prepared by COUNTY (collectively “County Policies and Procedures”). If PROGRAM MANAGER fails to comply with the County Policies and Procedures, it may be considered in material breach of this Contract and COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to Contract termination pursuant to the provisions of Section 7 of this Contract, and requiring PROGRAM MANAGER to redesign work or reperform work at no additional cost to the COUNTY.

1.2.1.5 In addition to the PROGRAM MANAGER’s continuing compliance with the County Policies and Procedures, the PROGRAM MANAGER acknowledges and agrees that conflict of interest or the appearance of conflict of interest are a continuing concern for the COUNTY regarding the PROGRAM MANAGER’s performance of services under this Contract. All information and discussions concerning upcoming or active solicitations (not made public by the Director of Capital Improvements Division or otherwise publicly disseminated) that PROGRAM MANAGER and its employees obtain or become aware of as a result of services provided pursuant to this Contract, shall be held in strictest confidence and shall not be disclosed, discussed, or revealed to contractors, consultants or persons desiring to provide services to the COUNTY (or their employees, agents or representatives), and PROGRAM MANAGER shall direct all inquiries from entities or persons desiring to provide services to the COUNTY to the Director of the COUNTY’s Capital Improvements Division.

1.2.1.6 No employee of the PROGRAM MANAGER, nor any employee of a subconsultant hired by the PROGRAM MANAGER, may serve or participate as a voting member on any COUNTY selection committee, unless specifically authorized in writing by the County Administrator.

- 1.2.2 Fee. The fees associated with the Basic Services are described in **Exhibit A** to this Contract. The fees associated with additional services under this Contract will be authorized in future written services authorizations attached to this Contract as part of **Exhibit A**.
- 1.2.3 Disputes and Specific Performance. All services will be performed by the PROGRAM MANAGER to the satisfaction of the Director of the FDO Capital Improvements Division of the COUNTY or his designee. The COUNTY will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Contract, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto. At all times the PROGRAM MANAGER shall continue to perform the services required under this Contract and maintain its schedule. In no event will the filing of a claim or the resolution or litigation thereof through administrative procedures or the courts relieve the PROGRAM MANAGER from the obligation to timely perform the services required hereunder.

SECTION 2 - ADDITIONAL SERVICES OF PROGRAM MANAGER

2.1 ADDITIONAL SERVICES

Additional Services must be authorized in writing in advance by COUNTY. Additional Services are services not included in Basic Services and not resulting from PROGRAM MANAGER error or omission. PROGRAM MANAGER may be eligible to receive additional compensation for furnishing or obtaining the types of services identified in this section (Additional Services) as follows:

- a. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances;
- b. Preparation or review of environmental assessments and impact statements;
- c. Preparing to serve or serving as a consultant or witness for COUNTY in any litigation;
- d. Additional services which are to be furnished by COUNTY in accordance with Section 3; and/or
- e. Services not otherwise provided for in this Contract.

2.2 NOTIFICATION.

Changes to the Scope of Work, as set forth in Exhibit A, can be made only in writing with advance approval of the COUNTY. PROGRAM MANAGER shall notify COUNTY immediately in writing of all changes to the approved scope of work attached hereto as **Exhibit A** which may increase or decrease the PROGRAM MANAGER's cost or the duration of PROGRAM MANAGER's services.

2.3 TIMING.

Notice of a request for additional compensation shall be given in writing to COUNTY within five (5) working days from the date on which PROGRAM MANAGER knows, or should reasonably know, of the event giving rise to such request. Failure to give such notice shall constitute a waiver of PROGRAM MANAGER's right to additional consideration.

2.4 CHANGE AUTHORIZATION.

Before making any additions or deletions to the work or undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Change Authorization covering such work and compensation.

SECTION 3 - COUNTY'S RESPONSIBILITIES

COUNTY shall do the following in a timely manner so as not to delay the services of the PROGRAM MANAGER:

3.1 COUNTY REPRESENTATIVE.

The COUNTY will designate in writing a person to act as COUNTY's representative with respect to the services to be rendered under this Contract. Such person will have complete authority to transmit instructions, receive information, interpret and define COUNTY's policies and decisions with respect to PROGRAM MANAGER's services under this Contract.

3.2 CONTRACT REQUIREMENTS.

As requested, in writing by PROGRAM MANAGER, the COUNTY will provide all criteria and full information as to COUNTY's requirements under this Contract.

3.3 ACCESS.

The COUNTY will arrange for access to and make provisions where necessary for PROGRAM MANAGER to enter upon property or inspect COUNTY records as required for PROGRAM MANAGER to perform services under this Contract subject to County policies and procedures.

3.4 REVIEW.

The COUNTY will examine all studies, reports, proposals and other documents presented by the PROGRAM MANAGER. If requested by PROGRAM MANAGER, the COUNTY will render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of PROGRAM MANAGER. However, said decisions shall create no liability on the part of COUNTY for approval or acceptance.

3.5 NOTICE.

The COUNTY will give prompt written notice to PROGRAM MANAGER whenever COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of PROGRAM MANAGER's services.

3.6 COUNTY CONTRACTS

To the extent COUNTY is soliciting or procuring services of a construction contractor, architect, construction manager or engineer with respect to the GGCP following the Effective Date of this Contract, and to the extent that COUNTY is indemnified and/or included as an Additional Insured in the resulting contract, COUNTY agrees to use reasonable efforts to have the PROGRAM MANAGER included in such indemnification provision as an additional indemnified party and named as an Additional Insured (whenever possible to do so and only for contracts resulting from procurements initiated after the Effective Date of this Contract). Notwithstanding the above, COUNTY shall not be required to incur any costs, pay any fees or additional premium charges, and shall not be required to change or modify its standard contract requirements, or reject all bids or offers that do not include the indemnification or insurance provisions in order to have PROGRAM MANAGER named as an additional insured under any such policies or in order to obtain

indemnification for PROGRAM MANAGER. COUNTY shall include the indemnification and insurance provisions in all solicitations initiated after the Effective Date.

SECTION 4 - PERIODS OF SERVICE

4.1 TERM.

The term of this Contract shall commence upon the Effective Date of this Contract and continue for an initial term of five (5) years (the “Term”), unless otherwise terminated as provided for in Section 7.2 of this Contract. The COUNTY shall have the option to extend this Contract for five (5) one year additional terms at the sole discretion of the COUNTY. Throughout the term of this Contract and prior to October 1st annually the COUNTY shall issue a ‘Notice to Proceed’ for work during the upcoming budget year. Such Notice to Proceed will be issued administratively. If funding for this Contract is not received by October 1st of each fiscal year, then the termination provisions of Section 7.2 of this Contract will apply.

4.2 TIME EXTENSIONS.

If the COUNTY has requested significant modifications or changes in the general scope services, the time of performance of PROGRAM MANAGER’s services shall be adjusted equitably.

4.3 COUNTY DELAYS.

If PROGRAM MANAGER’s services are delayed or suspended in whole or in part by COUNTY for more than nine (9) months for reasons beyond PROGRAM MANAGER’s control, PROGRAM MANAGER may be entitled to an equitable adjustment in compensation.

SECTION 5 – FEES AND PAYMENTS TO PROGRAM MANAGER

5.1 FIXED PRICE.

Whenever possible, the scope of services shall be thoroughly defined and outlined prior to its authorization. The COUNTY and PROGRAM MANAGER shall mutually agree to a fixed price for services to be rendered and a detailed scope of services. Prior to execution of a fixed price authorization, the PROGRAM MANAGER shall have submitted a detailed cost proposal including the estimated labor hours, labor rates, subcontractual services, out of pocket expenses and other related costs supporting the proposed work. Fixed price contracts shall include all services including labor, reimbursables, overhead and profit as part of the fixed price. PROGRAM MANAGER agrees that the fee is not tied to construction cost.

5.2 SUBCONTRACTS.

Sub-contractual services shall be included at the actual fees proposed by the subconsultant and accepted by the COUNTY. Subcontractual services shall be approved by the COUNTY in writing prior to

performance of the sub-contractual work.

5.3 LABOR RATES.

Labor rates of PROGRAM MANAGER and any subconsultants shall not exceed the actual hourly raw labor rates for services rendered by personnel directly engaged on COUNTY projects, multiplied by an overall overhead and profit factor. The labor rates and overhead and profit factors are to be provided and are subject to audit, upon request.

- 5.3.1 Labor Rates for the Senior Project Manager and the Project Managers shall be “field rates”. The PROGRAM MANAGER’S on-site personnel will be located in COUNTY offices at no charge and will be provided with the normal office amenities including supplies, office equipment, etc. Computer, cell phone, and vehicle shall be included in billing rate. Labor rates listed in Exhibit A are the maximum allowed but the rate billed to the COUNTY will be the actual payroll rate for each employee. Principal/Project Executive time (if needed) shall not exceed 5% of total billable hours per month.
- 5.3.2 Labor rates of PROGRAM MANAGER and any subconsultants shall not exceed the actual hourly raw labor rates for services rendered by personnel, multiplied by an overall overhead and profit factor.
- 5.3.3 The hourly labor rates listed in **Exhibit A** shall remain in effect for a period of two years from the date of Contract execution. At the end of that period, if the cost of living index supports an increase, an increase of up to three percent (3%) may be allowed for each one-year term thereafter (Cost of Living Increase). The Cost of Living Increase, when applicable, will be calculated by comparing the CPI Index published for the month of the Contract execution anniversary date to the end of the month of that period. This same methodology shall be used for each subsequent years, except applied on a yearly period. Notwithstanding the foregoing, the Cost of Living Increase shall not exceed three (3) percent in any year. Any such increase will be effective after the PROGRAM MANAGER has submitted a written request for the Cost of Living Increase and obtained the COUNTY’s written approval for the amount of the increase and the methodology by which such adjustment has been calculated.

5.4 “NOT TO EXCEED” LIMITS.

When a service is to be compensated for on a time charge/not to exceed basis, the PROGRAM MANAGER will submit a not to exceed budget to the COUNTY for prior approval based on estimated labor hours and labor rates plus subcontractual services, out of pocket expenses and other related costs supporting the proposed work. The COUNTY shall not be obligated to reimburse the PROGRAM MANAGER for costs incurred in excess of the total not to exceed cost amount. The PROGRAM MANAGER shall notify the COUNTY in writing when 90% of the not to exceed amount has been reached.

- 5.4.1 Exhibit A. The COUNTY agrees to pay the PROGRAM MANAGER compensation for services rendered as set forth in **Exhibit A**.

5.5 PROGRESS PAYMENTS.

The PROGRAM MANAGER will bill the COUNTY at the amounts set forth for services rendered toward the completion of the scope of work. Payments will generally be made on a monthly basis using the billable rates established in Exhibit A or after acceptance of specified deliverables. Where incremental billings for partially completed items are permitted, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

5.6 SCHEDULE OF VALUES.

PROGRAM MANAGER and COUNTY shall agree on a Schedule of Values incorporating scope of work references, deliverables, and milestones. A pay application with percent complete of each activity shall be included with each billing.

5.7 APPROVAL PROCESS.

Pay applications received from the PROGRAM MANAGER pursuant to this Contract will be reviewed and approved by the initiating COUNTY department, indicating that services have been received, and then will be sent to the Finance Department for payment. Invoices must reference the Contract number or the Service Authorization number and current project number. Invoices will normally be paid within thirty (30) days following the department's approval.

5.8 EXPENSES.

If Out-of-pocket expenses are authorized, they will be reimbursed up to the not-to-exceed amount identified in Exhibit A or on each Service Authorization. Out-of-pocket expenses mean the actual expenses expected to be incurred by the PROGRAM MANAGER or PROGRAM MANAGER's subconsultants directly or indirectly in connection with the work such as expenses for: transportation and subsistence incidental thereto; external reproduction of reports, drawings, specifications, bidding documents, and similar project related items. Charges for other specialized equipment shall be determined on an individual basis subject to approval of the COUNTY. All reimbursable expenses will be estimated up front in Exhibit A or at the time of negotiating each Service Authorization. All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract or each Service Authorization. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

5.9 FINAL PAYMENT.

In order for both parties to close their books and records, the PROGRAM MANAGER will clearly

state Final on the PROGRAM MANAGER’s final/last billing to the COUNTY. This shall constitute PROGRAM MANAGER’s certification that all services have been properly performed and all charges and costs have been invoiced to COUNTY. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, are waived by the PROGRAM MANAGER.

5.10 RIGHT OF OFFSET.

Except for issues arising from contract indemnification provisions, the COUNTY will have the right to retain out of any payment due the PROGRAM MANAGER under this Contract an amount sufficient to satisfy any amount due and owing to the COUNTY by the PROGRAM MANAGER on any other agreement between the PROGRAM MANAGER and the COUNTY. The COUNTY may withhold payment on any invoice in the event that the PROGRAM MANAGER is in default under any provision of this Contract or any other agreement between the PROGRAM MANAGER and the COUNTY as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, the COUNTY will have the right to retain an amount equal to the damages suffered as a result of the default.

SECTION 6 – INTENTIONALLY DELETED

SECTION 7 - GENERAL CONSIDERATIONS

7.1 STANDARD OF CARE.

7.1.1 The PROGRAM MANAGER has, during the selection and negotiation process which has preceded this Contract, represented to COUNTY that the PROGRAM MANAGER is possessed of that level of skill, knowledge, experience and expertise that is commensurate with firms of national repute in the areas of practice required for this Contract. PROGRAM MANAGER acknowledges that COUNTY has relied on PROGRAM MANAGER’s representations of skill, knowledge, experience and expertise. By executing this Contract, PROGRAM MANAGER agrees that PROGRAM MANAGER will exercise that degree of care, knowledge, skill, and ability as other professionals possessing the degree of skill, knowledge, experience and expertise which PROGRAM MANAGER has claimed. PROGRAM MANAGER shall perform such duties as may be assigned without neglect. PROGRAM MANAGER accepts the relationship of trust and confidence established by this Contract, and covenants with COUNTY to cooperate with COUNTY and to utilize PROGRAM MANAGER’s skill, efforts and judgment commensurate with firms of national repute in the areas of practice required for this Contract. PROGRAM MANAGER agrees to perform each assignment in an efficient and economical manner consistent with the COUNTY’s interests and consistent with the COUNTY’s stated objectives and recognized professional standards.

PROGRAM MANAGER further contracts with COUNTY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Contract first written.

Although specific provisions of this Contract refer to some services with terms such as complete, accurate, full extent, highest, in detail, verify, certify, represent, substantiate, inspect, monitor, discover, as

often as necessary, approve, accept, reject, and enforce, such terms and similar terms shall be qualified by the standard of care stated in the preceding two paragraphs.

7.1.2 The PROGRAM MANAGER's services shall be performed without thereby assuming any responsibility or liability for design errors, omissions or inconsistencies committed by the architects, construction managers or engineers employed by the COUNTY under the GGCP all of which shall remain the sole responsibility of any such architects, construction managers or engineers. The PROGRAM MANAGER shall not be responsible for the means, methods, techniques, sequences and operations of any construction contractor or for the safety of persons or property during construction all of which shall remain the sole responsibility of any construction contractor. PROGRAM MANAGER is only responsible for the duties and obligations set forth in this Contract and does not warrant either express or implied any work of the contractors, architects, construction managers or engineers hired by the COUNTY. Notwithstanding the foregoing, nothing in this paragraph shall relieve PROGRAM MANAGER of its responsibility to promptly report in writing to COUNTY any defect or deficiencies it becomes aware of, or should be aware of based on the standard of care set forth in Section 7.1.1, with respect to the performance of any architect, engineer, construction manager or construction contractor associated with the GGCP.

7.1.3 Acceptance of the work by the COUNTY or Contract termination does not constitute COUNTY approval and will not relieve the PROGRAM MANAGER of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The PROGRAM MANAGER shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the PROGRAM MANAGER without additional compensation.

7.2 TERMINATION.

This Contract may be canceled by the PROGRAM MANAGER upon sixty (60) days prior written notice to the COUNTY in the event of failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the PROGRAM MANAGER. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the PROGRAM MANAGER. Unless the PROGRAM MANAGER is in breach of this Contract, the PROGRAM MANAGER shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. In no event, whether termination is with or without cause, shall the COUNTY be liable for any lost profits, lost opportunity damage, or consequential damages. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the PROGRAM MANAGER shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- c. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- d. Continue and complete all parts of the work that have not been terminated.

Should a termination for breach later be declared wrongful, said termination shall be considered and treated as a termination without cause.

Notwithstanding any breach of this Contract by either party nor the status of payment to the PROGRAM MANAGER, nor the COUNTY's exercise of its rights of termination, it is hereby agreed between the parties that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Contract which have been created as a part of PROGRAM MANAGER's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the PROGRAM MANAGER, or by or in conjunction or consultation with any other party whether or not a party to this Contract, whether or not in privity of contract with the COUNTY or PROGRAM MANAGER, and wherever located shall be the property of the COUNTY and shall be promptly delivered to COUNTY in its most current form, whether draft or completed, upon the termination of this Contract.

7.3 INTENTIONALLY DELETED

7.4 PERSONNEL

- 7.4.1 Representations. The PROGRAM MANAGER represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any conflicting relationship with the COUNTY.

All of the services required herein shall be performed by the PROGRAM MANAGER or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the PROGRAM MANAGER's key personnel or subconsultants must be made known to the COUNTY's representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The PROGRAM MANAGER represents that all services shall be performed by skilled and competent personnel to the professional standard of care set forth in Section 7.1 above.

All of the PROGRAM MANAGER's personnel (and all subcontractors) will comply with all COUNTY requirements covering conduct, safety, and security while on COUNTY premises.

- 7.4.2 PROGRAM MANAGER's Representative. Concurrent with its fee proposal, the PROGRAM MANAGER shall advise the COUNTY of the name of its proposed Senior Project Manager. The Senior Project Manager shall devote such time as may be necessary and as may be appropriate to and consistent with full and timely performance of this Contract. This individual shall be assigned to the Contract through final completion of the Contract. The Senior Project Manager shall not be removed from his/her responsibilities on this Contract without the written consent of the COUNTY. The COUNTY shall retain reasonable right of approval of the PROGRAM MANAGER's designated Senior Project Manager and the right to

require the PROGRAM MANAGER to replace its designated Senior Project Manager with another individual acceptable to the COUNTY.

- 7.4.3 Criminal History Records Check. Pursuant to County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance, the COUNTY will conduct a finger print based criminal history record check on all employees of consultants, subconsultants, vendors, repair persons and delivery persons entering a facility determined to be either a Critical Facility (“Critical Facilities”) or criminal justice information facility (CJI Facility). Critical Facilities and CJI Facilities and the corresponding list of disqualifying offenses are identified in Resolution R2013-1421, and is available upon request. In October, 2013, compliance with the requirements of the U.S. Federal Bureau of Investigations Criminal Justice Information (CJI) Security Policy was added to the Ordinance and has a broad list of disqualifying offenses. The PROGRAM MANAGER understands that it is solely responsible for the financial, schedule and/or staffing implications of compliance with the Code, and represents and warrants that its fee includes any direct or indirect costs (not including the FDLE/FBI fees which will be paid directly by the COUNTY) of compliance with this County Code.

Individuals passing the background check will be issued a badge. PROGRAM MANAGER shall make every effort to collect the badges of its employees and its subconsultants’ employees upon conclusion of the contract work and return them to the COUNTY. If the PROGRAM MANAGER or its subconsultants terminate an employee who has been issued a badge, the PROGRAM MANAGER must notify the COUNTY within 2 hours. At the time of termination, the PROGRAM MANAGER shall retrieve the badge and return it to the COUNTY in a timely manner. The COUNTY reserves the right to suspend any consultant that; 1) is not in compliance with the requirements of County Code Section 2-371-2-377 as amended, 2) does not immediately contact the COUNTY regarding a terminated employee or subconsultant employee, or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

7.5 SBE PARTICIPATION.

The Palm Beach County Board of County Commissioners has established a minimum goal for Small Business Enterprise (SBE) participation of 15% on all COUNTY solicitations. PROGRAM MANAGER has committed to providing not less than 15% SBE participation under this Contract.

The PROGRAM MANAGER agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of this Contract.

The PROGRAM MANAGER incorporates Schedule 1 (participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names addresses, scope of work, percentage or dollar value of the SBE-M/WBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed SBE-M/WBE sub-consultants on Schedule 1 agreeing to perform the contract at

the listed percentage or dollar value. The PROGRAM MANAGER understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The PROGRAM MANAGER understands that it is the responsibility of the Department letting the Contract and OSBA to monitor compliance with the Palm Beach County Code SBE requirements. In that regard, the PROGRAM MANAGER agrees to furnish progress payment reports to both parties on the progress of the SBE-M/WBE participation on each pay application submitted.

The PROGRAM MANAGER further agrees to provide OSBA with a copy of its contract with the SBE subconsultant or any other related documentation upon request.

After Contract award, the PROGRAM MANAGER will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the proposed SBE percentages submitted with the PROGRAM MANAGER's proposal. Requests for substitutions must be submitted to the department issuing the request for proposal and the OSBA.

The PROGRAM MANAGER understands that it is prohibited from making any agreements with the SBE in which the SBE promises not to provide subconsultant quotations to other proposers or potential proposers.

The PROGRAM MANAGER agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

7.6 NON-DISCRIMINATION.

The PROGRAM MANAGER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

PROGRAM MANAGER has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the PROGRAM MANAGER does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that PROGRAM MANAGER will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

7.7 INDEPENDENT CONTRACTOR RELATIONSHIP.

The PROGRAM MANAGER is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor, and not an employee, agent, representative or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all

times, and in all places, be subject to the PROGRAM MANAGER's sole direction, supervision, and control. The PROGRAM MANAGER shall exercise control over the means and manner in which it and its employees, sub-consultants and suppliers perform the work, and in all respects the PROGRAM MANAGER's relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The PROGRAM MANAGER does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

The PROGRAM MANAGER represents that all subconsultant agreements entered into shall incorporate by reference the terms and conditions of this Contract, and further warrants that the COUNTY is an intended express third party beneficiary of any such subcontract.

7.8 CONTINGENT FEES.

The PROGRAM MANAGER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROGRAM MANAGER to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PROGRAM MANAGER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of making of this Contract.

7.9 AUTHORITY TO PRACTICE.

The PROGRAM MANAGER hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

All final plans, documents, reports, studies and other data prepared by the PROGRAM MANAGER shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes.

7.10 FEDERAL AND SALES TAX.

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the PROGRAM MANAGER. The PROGRAM MANAGER shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY. The PROGRAM MANAGER is not authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The PROGRAM MANAGER shall be responsible for payment of its own and its share of its employee's payroll, payroll taxes, and benefits with respect to this Contract.

7.11 AVAILABILITY OF FUNDS.

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

7.12 INSURANCE.

- 7.12.1 Requirements. PROGRAM MANAGER shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by PROGRAM MANAGER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by PROGRAM MANAGER under this Contract.
- 7.12.2 Commercial General Liability. PROGRAM MANAGER shall agree to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence. PROGRAM MANAGER shall provide this coverage on a primary basis.
- 7.12.3 Business Automobile Liability. PROGRAM MANAGER shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event PROGRAM MANAGER doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing PROGRAM MANAGER to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. PROGRAM MANAGER shall provide this coverage on a primary basis.
- 7.12.4 Worker's Compensation Insurance & Employers Liability. PROGRAM MANAGER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. PROGRAM MANAGER shall provide this coverage on a primary basis.
- 7.12.5 Professional Liability. PROGRAM MANAGER shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$3,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$25,000, COUNTY reserves the right, but not the obligation, to review and request a copy of PROGRAM MANAGER's most recent annual report or audited financial statement. For policies written on a Claims-Made basis, PROGRAM MANAGER shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The retro date shall be shown on the certificate. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, PROGRAM MANAGER shall purchase a SERP with a minimum reporting period not less than 3 years. **The requirement to purchase a SERP shall not relieve the PROGRAM MANAGER of the obligation to provide replacement coverage.** PROGRAM MANAGER shall provide this coverage on a

primary basis.

- 7.12.6 Additional Insured. PROGRAM MANAGER shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents”. PROGRAM MANAGER shall provide the Additional Insured endorsements coverage on a primary basis.
- 7.12.7 Waiver of Subrogation. PROGRAM MANAGER hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then PROGRAM MANAGER shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should PROGRAM MANAGER enter into such an agreement on a pre-loss basis.
- 7.12.8 Certificate(s) of Insurance. Prior to execution of this Contract, PROGRAM MANAGER shall deliver to the COUNTY and to the Insurance Tracking Services (ITS) a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage.

Certificates for the COUNTY shall be addressed to:

Palm Beach County Board of County Commissioners,
c/o Capital Improvements Division,
2633 Vista Parkway,
West Palm Beach, FL 33411-5604,

and for ITS:

Certificate Holder Address, (Certificates need to include the following as the Certificate Holder)

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

Email: pbcc@instracking.com or facsimile: (562) 435-2999

7.12.9 Renewal Policies. The PROGRAM MANAGER shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than five (5) business days before the expiration date of any policy.

7.12.10 Umbrella or Excess Liability. If necessary, PROGRAM MANAGER may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest Each Occurrence limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a Follow-Form basis.

7.12.11 Right to Review. COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

7.13 OWNERSHIP OF DOCUMENTS, COMPLIANCE WITH THE PUBLIC RECORDS LAW, AND PROTECTION OF CONFIDENTIAL INFORMATION.

7.13.1 Ownership of Documents. The PROGRAM MANAGER shall deliver to the COUNTY, for acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the PROGRAM MANAGER and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful order.

All drawings, maps, sketches, programs, data base, reports and other data developed, utilized, or purchased under this Contract for a COUNTY project or at the COUNTY's expense shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY. However, PROGRAM MANAGER will incur and assume no liabilities for reuse unless PROGRAM MANAGER agrees with said reuse and is compensated for any revisions necessary to update plans for Code compliance, site adaptations, or COUNTY requested changes.

If COUNTY requests in writing, the PROGRAM MANAGER shall return to COUNTY any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately.

The COUNTY and the PROGRAM MANAGER shall comply with the provisions of Chapter 119 Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representation made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

7.13.2 Recordkeeping/Access to and Audit of Records. The PROGRAM MANAGER shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Contract for at least three (3) years after completion or termination of this Contract. Upon ten (10) business days' prior written notice to PROGRAM MANAGER, the COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the PROGRAM MANAGER's place of business.

7.13.3 Confidentiality of Information and Compliance with the Public Records Law.

7.13.3.1

Public Records. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if a consultant: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., then the consultant shall comply with the requirements of Section 119.0701, F.S. as it may be amended from time to time. Therefore, the PROGRAM MANAGER is specifically required to:

- a. The PROGRAM MANAGER must keep and maintain the Public Records (as that term is defined under Chapter 119 of the Florida Statutes) required by the County to perform services as provided under this Contract.
- b. The PROGRAM MANAGER must, upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The PROGRAM MANAGER further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, "Fees Associated with Public Records Requests", as it may be amended or replaced from time to time.
- c. The PROGRAM MANAGER must ensure that Public Records that are exempt, or confidential and exempt, from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the PROGRAM MANAGER does not transfer the records to the County.

- d. Upon completion of the Contract, the PROGRAM MANAGER shall transfer, at no cost to the County, all Public Records in possession of the PROGRAM MANAGER unless notified by the County's Custodian of Public Records to keep and maintain the Public Records required by the County related to the performance of the contractual services. If the PROGRAM MANAGER transfers all Public Records to the County upon completion of the Contract, the PROGRAM MANAGER shall destroy any duplicative Public Records that are exempt, or confidential and exempt, from Public Records disclosure requirements. If the PROGRAM MANAGER keeps and maintains the Public Records upon completion of the Contract, the PROGRAM MANAGER shall meet all applicable requirements for retaining Public Records. All records stored electronically by the PROGRAM MANAGER must be provided to the County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County, at no cost to the County.

Failure of the PROGRAM MANAGER to comply with the requirements of this section shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to the right to terminate for cause. PROGRAM MANAGER acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to Public Records not specifically set forth herein.

IF THE PROGRAM MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROGRAM MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT: BUSINESS AND COMMUNITY AGREEMENTS MANAGER, FACILITIES DEVELOPMENT & OPERATIONS, 2633 VISTA PARKWAY, WEST PALM BEACH, FL 33411 OR BY EMAIL AT FDORECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-233-0220

- 7.13.3.2 Records Exempt from the Public Records Laws. The Florida Public Records Law provides for certain exemptions to Florida's Public Records Law to protect the security of specific governmental facilities, employees and visitors. For the same security reasons, the COUNTY has the statutory obligation to protect such records from public disclosure and only disclose confidential information to a licensed engineer, consultant or contractor. The purpose of this Section is to facilitate the PROGRAM MANAGER's work by making specific documents available to individuals/firms while implementing controls on the distribution of records or information which is confidential and/or exempt from the Florida Public Records Law.
- 7.13.3.3 Confidential Information. For purposes of this Section, "Confidential Information" shall include all information or material that is confidential or exempt according to the Florida Public Records Law. The exemptions most relevant to the PROGRAM MANAGER include, but are not limited to:

- Plans, blueprints, drawings and diagrams which depict the internal layout and structural elements of a building or other structure owned or operated by the COUNTY;
- Security system plans records, information, photographs, audio and visual representations, schematic diagrams, surveys, recommendations or consultations relating directly to the physical security of the facility or revealing security systems;
- Threat assessments;
- Emergency evacuation plans;
- Sheltering arrangements; and/or
- Manuals for security personnel, emergency equipment or security training.

The PROGRAM MANAGER has an obligation to maintain the confidential status of Confidential Information. The PROGRAM MANAGER shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the COUNTY. The PROGRAM MANAGER shall restrict access to Confidential Information to: 1) the PROGRAM MANAGER's employees, and/or 2) licensed architects, engineers, contractors, subcontractors (Third Parties) for the sole purpose of providing services related to the Contract. Prior to releasing any Confidential Information to a Third Party, the PROGRAM MANAGER shall require those Third Parties to execute nondisclosure restrictions at least as protective as those in this Contract, and maintain a list of any Third Party to which the PROGRAM MANAGER has distributed Confidential Information. Other than as authorized above, the PROGRAM MANAGER **shall not, without prior written approval of COUNTY, publish, copy, or otherwise disclose to others any Confidential Information.**

- 7.13.3.4 Disclosure Warning. If Confidential Information is in written form, the PROGRAM MANAGER shall label or stamp the materials as they are created with the Disclosure Warning described below on each and every sheet of plans, documents or reports that contains exempt information. If the PROGRAM MANAGER is distributing Confidential Information to authorized recipients, the materials and the correspondence related thereto should contain the following disclosure warning:

DISCLOSURE WARNING. THIS DOCUMENT IS EXEMPT AND CONFIDENTIAL UNDER SEC. 119.071, FLORIDA STATUTES. ANY ENTITY OR PERSONS RECEIVING SUCH INFORMATION SHALL MAINTAIN THE EXEMPT AND CONFIDENTIAL STATUS OF THE INFORMATION UNLESS OTHERWISE AUTHORIZED BY THE COUNTY. THESE DOCUMENTS SHALL NOT BE DISTRIBUTED, LOANED OR COPIED WITHOUT THE WRITTEN PERMISSION OF THE COUNTY IN ACCORDANCE WITH THE RELEVANT PROVISIONS OF FLORIDA LAW. THE COUNTY MUST BE ADVISED IMMEDIATELY AS TO ANY CHANGES IN CUSTODIAN FROM THOSE PERSONS LISTED IN CORRESPONDENCE FOR ORIGINAL DISTRIBUTION, IF THE DOCUMENTS ARE LOST OR STOLEN, OR IF THERE IS IMPROPER DISCLOSURE OR UNAUTHORIZED USE OF THE INFORMATION IN THE DOCUMENT. UPON COMPLETION OF USE, WORK, PROJECT, OR CONTRACT, THE CONTRACTOR/CONSULTANT SHALL SHRED OR BURN ANY DUPLICATE RECORDS.

- 7.13.3.5 Identifying Correspondence that May Contain Exempt or Confidential Information. In order to assist in the identification of electronic records (email) which may be exempt from public records requests and protect information that is exempt from disclosure, the PROGRAM MANAGER (as either the writer or receiver of an electronic document which may contain confidential or exempt information) must use the letters "PREX" (in caps) as the *first* four letters of the subject line of the electronic document. The PREX identifier should be used if the email contains confidential and/or exempt information in the body and/or an attachment.
- 7.13.3.6 Notification of Improper Disclosure. COUNTY must be notified immediately if the Confidential Information is lost or stolen or of any improper disclosure or unauthorized use of the Confidential Information. The PROGRAM MANAGER shall make a report to the COUNTY not more than seven (7) business days after the PROGRAM MANAGER learns of such an improper disclosure or unauthorized use of the Confidential Information. The PROGRAM MANAGER's report shall identify, to the extent known, the nature of the improper disclosure or unauthorized use, the Confidential Information disclosed or used, who made the disclosure of or used the information, what the PROGRAM MANAGER has done or shall do to mitigate any harmful effects of the improper disclosure or unauthorized use, and what corrective action the PROGRAM MANAGER has taken or shall take to prevent future similar unauthorized use or improper disclosure. The PROGRAM MANAGER shall provide any other such information about the unauthorized use or improper disclosure as reasonably requested by the COUNTY. The PROGRAM MANAGER shall take all steps the COUNTY deems advisable to mitigate, resolve and/or prevent the unauthorized use or improper disclosure of the Confidential Information.
- 7.13.3.7 Survival. The nondisclosure provisions of this Section shall survive the termination of this Contract. The PROGRAM MANAGER's duty to hold Confidential Information in confidence shall remain in effect until COUNTY sends the PROGRAM MANAGER written notice releasing the PROGRAM MANAGER from the provisions of this Section,
- 7.13.3.8 Enforcement. The PROGRAM MANAGER understands that non-compliance with the terms of this Section may result in debarment pursuant to the Palm Beach County Code as well as subject itself to any other remedies available to the COUNTY at law or in equity.

7.14 REMEDIES.

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

COUNTY and PROGRAM MANAGER agree that the notice and cure provisions of Florida Statute Chapter 558 shall not apply to this Contract.

Pursuant to Section 558.0035 Florida Statutes, the PROGRAM MANAGER is the responsible party for the professional services it agrees to provide under this Contract. No individual professional employee, agent, director, officer or principal may be individually liable for negligence arising out of this Contract, as long as the PROGRAM MANAGER maintains the professional liability insurance required under this Contract and as long as any damages are solely economic in nature and the damages do not extend to personal injuries or property not subject to this Contract.

7.15 INDEMNIFICATION.

The PROGRAM MANAGER shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the PROGRAM MANAGER, and other persons employed or utilized by the PROGRAM MANAGER, in the performance of this Contract.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, each party shall bear its own attorney's fees, court costs and all expenses (including taxes and, without limitation, all such fees, costs, and expenses incident to appeals) incurred in that action or proceeding.

This section shall survive termination of this Contract.

7.16 CONFLICT OF INTEREST.

The PROGRAM MANAGER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III of Florida Statutes, and the Palm Beach County Code of Ethics. PROGRAM MANAGER shall provide COUNTY with an executed Conflict of Interest Disclosure Form, attached as **Exhibit D** and incorporated herein and shall comply with the requirements of **Exhibit D** during the Term of this Contract.

Any actual or potential conflict between the PROGRAM MANAGER's interests and the PROGRAM MANAGER's performance of the services provided hereunder must be addressed by the process established in **Exhibit D**. Unless waived by the COUNTY in writing (with or without conditions attached to said waiver) or unless written approval from the COUNTY is received prior to the performance of any conflicting or potentially conflicting services, such conflicting services shall be a breach of this Contract. The PROGRAM MANAGER shall abide by any terms or conditions contained within a waiver or approval, if provided. If the COUNTY declines to approve a waiver, PROGRAM MANAGER shall not enter into the conflicting contract, association, interest or circumstance; and if such has already occurred, PROGRAM MANAGER shall be in

breach of this Contract. Upon such a breach, COUNTY shall be entitled to all remedies at law or in equity including termination as set forth in Section 7.2.

7.17 EXCUSABLE DELAYS.

The PROGRAM MANAGER shall not be considered in default by reason of any failure in performance if such failure arises out of causes beyond the control of the PROGRAM MANAGER or its subcontractors and without their fault or negligence. Such causes may include, under relevant circumstances: acts of God; natural or public health emergencies; strikes not within PROGRAM MANAGER's work force, company or agent's thereof; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the PROGRAM MANAGER's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if in the opinion of the COUNTY the PROGRAM MANAGER's failure to perform was without it or its subcontractors fault or negligence, the Contract shall be revised accordingly; subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

7.18 ARREARS.

The PROGRAM MANAGER shall not pledge the COUNTY's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The PROGRAM MANAGER further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

7.19 MODIFICATIONS OF WORK.

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the PROGRAM MANAGER of the COUNTY's notification of a contemplated change, the PROGRAM MANAGER shall promptly: (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date and (3) advise the COUNTY in writing if the contemplated change shall affect the PROGRAM MANAGER's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the PROGRAM MANAGER shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue an amendment to the applicable Service Authorization and the PROGRAM MANAGER shall not commence work on any such change until such written amendment has been issued.

7.20 NOTICES.

All notices required in this Contract if sent to the COUNTY shall be mailed to:

John A. Chesher, PE, Director
PBC Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411-5604

with copy to:

Audrey Wolf, Director
PBC Facilities Development and Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

and if sent to the PROGRAM MANAGER shall be mailed to:

Mr. Jonathan Jordan
Jacobs Project Management Co.
800 Fairway Drive, #190
Deerfield Beach, Florida 33441

7.21 SEVERABILITY.

If any provision(s), or portion(s) of a provision(s) of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and if possible the invalid, illegal, or unenforceable provision shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

7.22 ENTIRETY OF CONTRACTUAL AGREEMENT.

7.22.1 Entire Agreement. The COUNTY and the PROGRAM MANAGER agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

7.22.2 Exhibits. This Contract includes the following exhibits, which are attached hereto and made a part hereof:

- Exhibit A - Scope of Work and Fee
- Exhibit B - SBE-M/WBE Schedules 1 and 2
- Exhibit C - Insurance Certificates
- Exhibit D - Conflict of Interest Disclosure Form

7.23 SUCCESSORS AND ASSIGNS.

The COUNTY and the PROGRAM MANAGER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the PROGRAM MANAGER shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the PROGRAM MANAGER.

7.24 PUBLIC ENTITY CRIMES.

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the PROGRAM MANAGER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

7.25 OFFICE OF THE INSPECTOR GENERAL.

Palm Beach County has established the Office of the Inspector General, Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the PROGRAM MANAGER, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All consultants and parties doing business with the COUNTY and receiving County funds shall fully cooperate with the Inspector General including allowing access to records relating to this Contract.

7.26 SCRUTINIZED COMPANIES.

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the PROGRAM MANAGER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by PROGRAM MANAGER, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

7.27 COMPLIANCE WITH LAWS AND REGULATIONS.

The PROGRAM MANAGER shall comply with all laws, policies and procedures, ordinances and regulations applicable to the services contemplated herein. PROGRAM MANAGER is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered under this Contract.

7.28 NO THIRD PARTY BENEFICIARY.

Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract.

7.29 EFFECTIVE DATE.

This Contract is expressly contingent upon and will not become effective until execution by the PROGRAM MANAGER and approval and execution by the Board of County Commissioners, Palm Beach County (the "Effective Date").

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and PROGRAM MANAGER has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK, Clerk and Comptroller

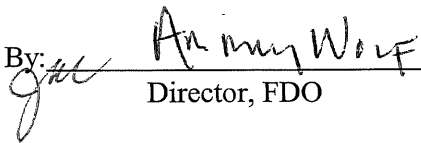
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

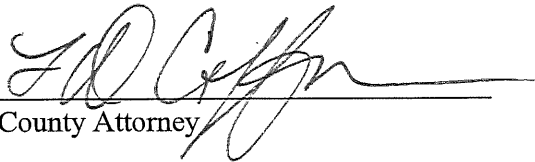
By: _____
Deputy Clerk

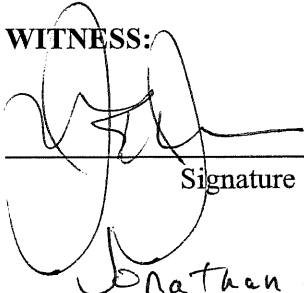
By: _____
Paulette Burdick, Mayor

APPROVED AS TO TERMS AND
AND CONDITIONS

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


By:  _____
Director, FDO

By:  _____
County Attorney

WITNESS:


Signature
Nathan E. Jordan

Name (type or print)

JACOBS PROJECT MANAGEMENT CO.:
PROGRAM MANAGER


Signature
Douglas W. Hyde

Name (type or print)
Vice President

Title

EXHIBIT A

SCOPE OF WORK & FEE

SCOPE OF WORK

I. General

As used in this Scope of Work, the term Consultant shall mean the Program Manager as that term is defined in the Contract. Capitalized terms not defined in this Scope of Work shall have the same meaning as defined in the Contract.

Role. The Consultant shall provide staff augmentation and limited program management services as described herein to assist the County with implementation and management of the GGCP. The Consultant team shall have experience in the competitive bid process and possess expertise in managing architectural, engineering, and construction management projects.

The Consultant will act as an extension of CID Staff, acting as an owner's representative and will be assigned work by the Director of Capital Improvements Division on an as needed basis which may consist of program management responsibilities and associated ancillary services as included in this Scope of Work:

Personnel Estimate. The Consultant shall assemble a team consisting of both full time and part time staff as directed by the Director of Capital Improvements Division with flexible time allocation to accommodate the needs of the County and the GGCP. It is currently anticipated that the County will require two (2) full time project managers and one (1) full time project controls specialist (collectively the Project Managers) and two (2) Field Inspectors to assist the County with program management, although the quantity of personnel is subject to change.

Required Skills and Knowledge. The required skills and abilities of the Project Managers shall include: a thorough knowledge of industry standards, construction quality, materials, methods, principles and practices used in the construction trades and of building codes and regulations; an ability to read and interpret construction plans and specifications and the ability to recognize deviations from such plans in the construction process; an ability to use computerized work order systems; an ability to comprehend and present ideas effectively, both orally and in writing and to submit clear, concise reports as required; an ability to develop and maintain effective working relationships with architects, contractors, engineers, the public and other staff personnel. The Project Managers shall have a minimum of eight (8) years' experience of non-residential construction base building system maintenance, repair or operations, engineering or architectural design, and/or construction administration/field experience; or any equivalent combination of related training and experience. An architectural, engineering, or construction management degree is not required, but is preferred. Proposed Project Managers are to be approved by the County.

Senior Project Manager. In addition, a Senior Project Manager will always be involved (with hours/week varying during the course of the Contract and in response to need) in this Contract to 1) facilitate discussions with industry regarding the approach and solicitation approach for the totality of projects included in the GGCP, 2) monitoring and ensuring that the Project Managers are performing per contract requirements and consistently among Project Managers, 3) employ/contract with persons acting as Project Managers, 4) retain/contract with persons/firms needed from time to time to meet needs of the GCCP that are best performed by the Consultant vs. the design professional or contractor, 5) prepare and deliver reports to the Infrastructure Sales Tax (IST) Oversight Committee regarding the projects that were funded with IST, whether managed by County employees or the Consultant's Project Managers, and 6) act as the single point of contact for CID.

Distribution of Workload. Other personnel/sub-consultants may be necessary as well on an as-needed basis. The distribution of the projects will be made between County staff and the Consultant based on workload, and project specific requirements for specific County operational knowledge as may be directed by the Director of Capital Improvements. Not all IST funded projects will be handled by the Consultant and the Consultant may have non-IST projects assigned to it. Nothing will limit the County from utilizing its own employees and existing procurement approaches to accomplish any particular project or component thereof within the GGCP.

Location of Work. The Consultant's team will be located in the County's West Palm Beach offices and will be provided with the normal office amenities including supplies, office equipment, etc. Consultant's personnel will be expected to provide their own cell phone, computer and vehicle. Consultant's personnel will report to the Director of Capital Improvements. The Consultant shall become familiar with the County Policies and Procedures and be an extension of the Capital Improvements Division.

Expenses. Notwithstanding any other provision of this Contract regarding expenses, no reimbursable expenses are anticipated or authorized for Project Managers under this Scope of Work. However, the implementation of project controls may be performed by a number of part time specialists and travel expenses to bring in these resources may be reimbursed in accordance with the Contract. Modifications to this Scope of Work must be by written Change Authorization in accordance with and subject to the provisions of Section 2 of the Contract.

II. Basic Services

Not all services may be required, but Consultant shall be capable of performing each of the tasks and work described as set forth below.

Task 1: GGCP Planning and Coordination

Consultant shall:

- 1.1 Determine phasing of work, critical paths, milestones for projects to minimize impact;
 - 1.2 Set deadlines for funding, permitting, environmental review, design, and construction for the various phases/projects;
-

1.3 Assist the County in determining the most appropriate procurement approach that is sensitive to expanding opportunities to SBEs, locals, those with no or low volume of past work with the County, and/or other County adopted business development programs while balancing single and multi-trade opportunities and cost; and obtain and consider industry input;

1.4 Refine and customize program management tools to fit the specific needs of the County, including tools for budget management, schedule management, cash flow and forecasting;

1.5 Develop and maintain a master schedule of all the projects under the GGCP, and perform CPM analysis as needed;

1.6 Develop and maintain a comprehensive overall program budget and cash flow projection for the GGCP;

1.7 Develop reporting tools to provide updates and alert the County of issues in a timely manner.

Task 2: Design/Document Reviews

Consultant shall assist the County in developing the scope of GGCP projects in coordination with user agencies and assist in scheduling and planning the work.

Consultant shall:

2.1 Coordinate and engage County user agencies with projects to ensure proper basis of planning and design;

2.2 Review of the reports, plans and specifications prepared by the County's consulting architectural/engineering firms for projects under the GGCP;

2.3 Coordinate and provide information needed for design of projects and ensure consistency across multiple projects;

2.4 Provide value engineering and constructability reviews;

2.5 Evaluate energy performance and sustainability of proposed designs and make recommendations for alternative designs that are consistent with the Countywide policy on same.

Task 3: Services for Project Construction

Consultant shall assist the County to ensure proper execution of construction contracts under the GGCP.

Consultant shall:

3.1 Assist in packaging construction opportunities for SBEs;

3.2 Work within County's acquisition procedures to obtain the contracts for construction of the GGCP projects;

- 3.3 Coordinate and ensure consistency and continuity across multiple construction projects.
- 3.4 Conduct on-site reviews and inspections of contractor's work.
- 3.5 Work with contractors, engineers, consultants and code enforcement agencies to resolve problems with construction, safety and quality of work being performed.
- 3.6 Maintain progress reports on all assigned projects.
- 3.7 Review pay applications monthly to verify amounts due against actual percent of work completed.
- 3.8 Assist in the negotiation, preparation and processing of change orders.
- 3.9 Prepare punch lists and closeout documentation.
- 3.10 Perform related work as required.

Task 4: Budget and Schedule Management

Consultant shall monitor overall budgets and schedules and maintain conformance with the GGCP budget and schedule.

Consultant shall:

- 4.1 Monitor the budget and schedule of multiple projects in varying phases of design and construction;
- 4.2 Coordinate and monitor funding activities for the projects;
- 4.3 Prepare cash flows and forecasts for the individual projects and for the combined projects under the GGCP;
- 4.4 Prepare accounting and financing documents/reports for the County, partner agencies, and funding agencies;
- 4.5 Document accounting, financing, and reporting activities in sufficient detail, suitable for internal and outside audits.

Task 5: Public Outreach

For public relations, the County typically takes a lead role and utilizes outside help on an as needed basis. Consultant shall assist the County with any required public outreach.

Consultant shall:

- 5.1 Prepare program communications plan if needed;
 - 5.2 Assist with public meetings;
-

5.3 Incorporate stakeholder/public inputs.

Task 6: General Project Management

Consultant shall provide necessary administration, minutes, budget control including cash flows, project controls including scheduling, quality assurance and reviews, and professional oversight.

Consultant shall:

6.1 Maintain project staffing at acceptable levels requested by the Director of Capital Improvements Division to keep the projects on schedule, ensure continuity of information, and satisfy the requirements of the scope of work.

6.2 Prepare presentations, attend meetings and provide reports (including information provided by the Engineering and Public Works Department) to the Infrastructure Sales Tax Oversight Committee.

Exhibit A
Palm Beach County Program Management - Contract Rates

TITLE	MAXIMUM HOURLY RATE – raw (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal/Project Exec.	\$100.00	X	1.5	=	\$ 150.00
Sr. Project Mgr	\$82.50	X	1.8	=	\$ 148.50
Project Manager	\$54.44	X	1.8	=	\$ 97.99
Project Controls Mgr.	\$ 60.00	X	1.8	=	\$ 108.00
Project Controls Specialist	\$ 41.00	X	1.8	=	\$ 73.80
Project Controls Director	\$ 130.00	X	1.8	=	\$ 234.00
Technical Support 1	\$ 70.00	X	1.8	=	\$ 126.00
Technical Support 2	\$ 92.00	X	1.8	=	\$ 165.60
Project Scheduler 1	\$ 75.00	X	1.8	=	\$ 135.00
Project Scheduler 2	\$ 45.00	X	1.8	=	\$ 81.00
Public Outreach Mgr.	\$ 100.00	X	1.5	=	\$ 150.00
Field Inspector 1	\$ 35.00	X	1.8	=	\$ 63.00
Field Inspector 1	\$ 40.00	X	1.8	=	\$ 72.00

Exhibit A - Estimated Charges

Program Management Services 5 year Contract Amount			Maximum Billing rate FY17-18 ³	Projected Man-hours for Agreement															
				FY17 ¹		FY18		FY19		FY20		FY21		FY22 ²					
				Hours	FY17	Hours	FY18	Hours	FY19	Hours	FY20	Hours	FY21	Hours	FY22				
Program Expenses	Project Exec	E. Jimenez	\$ 150.00	15	\$ 2,250	100	\$ 15,000	100	\$ 15,150	100	\$ 15,605	100	\$ 16,073	67	\$ 11,009				
	Sr. PM	J. Jordan	\$ 148.50	360	\$ 53,460	500	\$ 74,250	500	\$ 74,993	500	\$ 77,242	500	\$ 79,560	349	\$ 54,576				
	Project Controls/Fiscal	John Dobbs	\$ 108.00	400	\$ 43,200	1000	\$ 108,000	500	\$ 54,540	500	\$ 56,176	500	\$ 57,861	340	\$ 39,692				
	Public Rel./SBE splst.	LB Lewis (subcon)	\$ 150.00	60	\$ 9,000	100	\$ 15,000		\$ -		\$ -		\$ -		\$ -				
	Program Expenses				\$ 107,910		\$ 212,250		\$ 144,683		\$ 149,023		\$ 153,494		\$ 105,277				
Prolog Setup/Maintenance	Project Controls PM	John Dobbs	\$ 108.00	649	\$ 70,092	1000	\$ 108,000	500	\$ 54,540	500	\$ 56,176	500	\$ 57,861	343	\$ 39,632				
	Project Controls Setup	various			\$ 92,526														
	Project Controls Support	various			\$ 40,099		\$ 40,000		\$ 10,000		\$ 10,300		\$ 10,609		\$ 7,267				
	Prolog Setup				\$ 202,717														
	Prolog Maintenance						\$ 148,000		\$ 64,540		\$ 66,476		\$ 68,470		\$ 46,899				
Project Expenses	Project Manager	PM 1 - Zindy Agredo	\$ 97.99	936	\$ 91,719	2000	\$ 195,980	2000	\$ 197,940	2000	\$ 203,878	2000	\$ 209,994	1373	\$ 143,836				
	Project Manager	PM 2 - Robert Shandik	\$ 97.99	504	\$ 49,387	2000	\$ 195,980	2000	\$ 197,940	2000	\$ 203,878	2000	\$ 209,994	1373	\$ 143,836				
	Project Field Inspector	FI 1 - TBD	\$ 63.00	0	\$ -	2000	\$ 126,000	2000	\$ 127,260	2000	\$ 131,078	2000	\$ 135,010	1373	\$ 92,475				
	Project Field Inspector	FI 2 - TBD	\$ 72.00	0	\$ -	2000	\$ 144,000	2000	\$ 145,440	2000	\$ 149,803	2000	\$ 154,297	1373	\$ 105,686				
	Project Expenses Subtotal				\$ 141,106		\$ 661,960		\$ 668,580		\$ 688,637		\$ 709,296		\$ 485,832				
Total					\$ 451,733		\$ 1,022,210		\$ 877,802		\$ 904,136		\$ 931,260		\$ 638,008				

Total Estimated 5 yr Contract \$ 4,825,149

- Notes: 1 - Contract date will be Jun 6, 2017
2 - Contract end date is Jun 5, 2022 with 5 - 1 year renewal options
3 - Starting in FY19, rates are escalated 3%/yr
4 - Dollar amounts per fiscal year are maximum
5 - Estimates for FY18-22 not-to-exceed funds will come with annual budget approval and notice to proceed
6 - Hours shown are estimates; Actual time used will be billed
7 - Prior Authorization: \$199,800 (includes \$136,000 for Prolog setup)
8 - Prolog total set-up cost is \$338,717 (\$136,000 + \$202,717)

EXHIBIT B

SBE SCHEDULES 1 & 2

**SCHEDULE 1
LIST OF SBE-M/WBE PARTICIPATION**

PROJECT NAME: PROGRAM MANAGEMENT SERVICES – GENERAL GOVERNMENT CAPITAL PROGRAM PROJECT NO.: 17200

NAME OF PRIME: JACOBS PROJECT MANAGEMENT CO. ADDRESS: 800 FAIRWAY DR., # 190, DEERFIELD BEACH, FL., 33441

CONTACT PERSON: JONATHAN JORDAN

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE's ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN WORKFORCE.

Name	(Check one or both Categories)		DOLLAR AMOUNT				
	<u>M/WBE</u> Minority Business	<u>SBE</u> Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. LB LIMITED	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	15%				
2.	<input type="checkbox"/>	<input type="checkbox"/>					
3.	<input type="checkbox"/>	<input type="checkbox"/>					
4.	<input type="checkbox"/>	<input type="checkbox"/>					
5.	<input type="checkbox"/>	<input type="checkbox"/>					

(Please use additional sheets if necessary)

Total

Total -Price \$ 15% (Amount to be Determined)

Total SBE-M/WBE Participation Dollar Amount _____

I hereby certify that the above information accurate to the best of my knowledge:

Signature

Senior Project Manager

Title

- NOTE:**
- The amount listed on this form for a SBE-M/WBE Prime or Subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
 - Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount and/or percentage under the appropriate category.
 - M/WBE information is being collected for tracking purposes only.

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE

This document must be completed by ALL SBE-M/WBE's and submitted with this bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER: 17200 PROJECT NAME: PROGRAM MANAGEMENT SERVICES - GGCP

TO: LB LIMITED & ASSOCIATES, INC.

(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise X Minority Business Enterprise X

Black X Hispanic Women Caucasian Other (Please Specify)

Date of Palm Beach County Certification:

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
	Public Relations/Outreach			
	Project Management/Field Inspection			

at the following price or percentage 15%
(SBE Prime or Subcontractor's Quote)

and will enter into a formal agreement for work with you contingent upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage N/A N/A
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the work with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

LB LIMITED & ASSOCIATES, INC.

Print name of

SBE-M/WBE Company

By: Bruce M. Lewis
(Signature)

BRUCE LEWIS - PRESIDENT & CEO

Print name/title of person executing on behalf
of SBE-M/WBE

Revised 7/2/2013

Date: 4/28/17

EXHIBIT C

INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER LIC #0437153 Marsh Risk & Insurance Services CIRTS_Support@internal.jacobs.com 777 S. Figueroa Street Los Angeles, CA 90017-5822	1-212-948-1306	CONTACT NAME: PHONE (A/C No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): 1-212-948-1306 NAIC # 22667
INSURED Jacobs Project Management Co. C/O Global Risk Management 600 Wilshire Blvd., Suite 1000 Los Angeles, CA 90017			

COVERAGES CERTIFICATE NUMBER: 49878780 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<div><div><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</div><div><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</div><div><input checked="" type="checkbox"/> CONTRACTUAL LIABILITY</div><div>GEN'L AGGREGATE LIMIT APPLIES PER:</div><div><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC</div><div>OTHER:</div></div>		HDO G27853766	07/01/16	07/01/17	<div>EACH OCCURRENCE \$ 1,000,000</div> <div>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000</div> <div>MED EXP (Any one person) \$ 5,000</div> <div>PERSONAL & ADV INJURY \$ 1,000,000</div> <div>GENERAL AGGREGATE \$ 1,000,000</div> <div>PRODUCTS - COMP/OP AGG \$ 1,000,000</div> <div>\$</div>
A	<div><div><input checked="" type="checkbox"/> AUTOMOBILE LIABILITY</div><div><input checked="" type="checkbox"/> ANY AUTO</div><div><input type="checkbox"/> ALL OWNED AUTOS</div><div><input type="checkbox"/> HIRED AUTOS</div><div><input type="checkbox"/> SCHEDULED AUTOS</div><div><input type="checkbox"/> NON-OWNED AUTOS</div></div>		ISA H09042398	07/01/16	07/01/17	<div>COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000</div> <div>BODILY INJURY (Per person) \$</div> <div>BODILY INJURY (Per accident) \$</div> <div>PROPERTY DAMAGE (Per accident) \$</div> <div>\$</div>
	<div><div><input type="checkbox"/> UMBRELLA LIAB</div><div><input type="checkbox"/> EXCESS LIAB</div><div><input type="checkbox"/> OCCUR</div><div><input type="checkbox"/> CLAIMS-MADE</div><div>DED</div><div>RETENTION \$</div></div>					<div>EACH OCCURRENCE \$</div> <div>AGGREGATE \$</div> <div>\$</div>
A	<div><div>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</div><div>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</div><div>If yes, describe under DESCRIPTION OF OPERATIONS below</div></div>	<div><div>Y/N</div><div>N</div></div>	<div>SCF C48605291 (WI)</div> <div>WLR C48605254 (AOS)</div> <div>WCU C4860528A (LA, OH, TX)</div>	<div>07/01/16</div> <div>07/01/16</div> <div>07/01/16</div>	<div>07/01/17</div> <div>07/01/17</div> <div>07/01/17</div>	<div><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</div> <div>E.L. EACH ACCIDENT \$ 1,000,000</div> <div>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000</div> <div>E.L. DISEASE - POLICY LIMIT \$ 1,000,000</div>
A	<div><div>PROFESSIONAL LIABILITY</div><div>"CLAIMS MADE"</div></div>		EON G21655065 007	07/01/16	07/01/17	<div>PER CLAIM/PER AGG 3,000,000</div> <div>AGGREGATE</div> <div>DEFENSE INCLUDED</div>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Program Management Services for Palm Beach County GGCP. CONTRACT END DATE: 4/11/2022. PROJECT NUMBER: R6W67200. SECTOR: Public. *\$2,250,000 SIR FOR STATES OF: LA, OH, TX. Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are added as an additional insured for general liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. Coverage is primary and certificate holder's insurance is excess and non-contributory. Waiver of subrogation is hereby granted in favor of cert holder for GL, AL and WC. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS,

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners c/o Capital Improvements Division 2633 Vista Parkway West Palm Beach, FL 33411-5604 USA	<div>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</div> <div>AUTHORIZED REPRESENTATIVE </div>

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ADDITIONAL INSURED - AUTOMATIC STATUS

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 119
Policy Symbol HDO	Policy Number G27853766	Policy Period 07/01/2016 TO 07/01/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

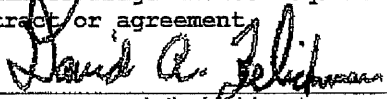
SCHEDULE

Name of Person or Organization: Any Person or Organization for whom any Named Insured is required by written contract or agreement entered into prior to the loss to provide insurance, where such written contract or agreement does not expressly identify a particular Insurance Service Organization Form to be applied to their additional insured status.

Who is an insured (Section II) includes as an additional insured the person or organization shown in the schedule, but the insurance shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided such additional insured exceed the scope of the coverage and/or limits required by said contract or agreement; and, if such additional insured's scope of coverage is not expressly stated in such contract or agreement, then such coverage is limited to the additional insured's vicarious liability to the extent directly caused by the Named Insured's negligence during the Named Insureds ongoing operations. This insurance shall be Primary Insurance to the extent required by said contract or agreement, and any other insurance or self-insurance maintained by such person or organization shall be noncontributory with the insurance provided hereunder to the extent specified in said contract agreement.

Where the contract or agreement provides that the additional insured's scope of coverage is for the named insured's indemnity obligations under such contract or agreement, then such coverage shall be limited to the extent such indemnity obligations are enforceable under applicable law.

Notwithstanding anything to the contrary, the coverage provided an additional insured under this endorsement shall be limited to the minimum coverage limits required to be provided by the named insured under the written contract or agreement.


Authorized Agent

SUPPLEMENT TO CERTIFICATE OF INSURANCE		DATE 05/17/2017
NAME OF INSURED: Jacobs Project Management Co.		
CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*		

EXHIBIT D

CONFLICT OF INTEREST DISCLOSURE FORM

EXHIBIT D

CONFLICT OF INTEREST DISCLOSURE FORM

CONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

(Attach additional sheets as needed.)

CONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT'S judgment or quality of services being provided to the County.

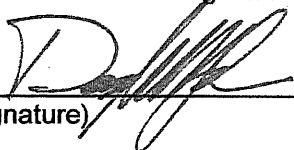
CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT shall not enter into said association, interest or circumstance.

THIS DISCLOSURE is submitted by Douglas W. Hyde,
as (Name of Individual)

Vice-President
(Title/Position), of Jacobs Project Management Co.
(Firm Name of CONSULTANT)

who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant.

 6 MARCH, 2017
(Signature) (Date)

DISCLOSURE OF OWNERSHIP INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER,
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared
Douglas W. Hyde, hereinafter referred to as "Affiant," who
being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

☐ an individual or
☒ the Vice-President of Jacobs Project Management Co.
(position—e.g., sole proprietor, president, partner, etc.) (name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.)
The Affiant or the entity the Affiant represents herein seeks to do business with
Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 800 Fairway Drive #190
Deerfield Beach, FL 33441


3. Attached hereto as Exhibit "A" is a complete listing of the names and
addresses of every person or entity having a five percent (5%) or greater interest in the
Affiant's corporation, partnership, or other principal. Disclosure does not apply to
nonprofit corporations, government agencies, or to an individual's or entity's interest in
any entity registered with the Federal Securities Exchange Commission or registered
pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general
public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach
County policy, and will be relied upon by Palm Beach County and the Board of County
Commissioners. Affiant further acknowledges that he or she is authorized to execute
this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with
the penalties provided by the laws of the State of Florida for falsely swearing to
statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this
Affidavit and to the best of Affiant's knowledge and belief it is true, correct and
complete.

FURTHER AFFIANT SAYETH NAUGHT.


Douglas W. Hyde Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 6th day of March,
2016, by Douglas W. Hyde, [] who is personally known to me
or [] who has produced _____ as identification
and who did take an oath.



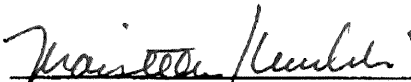

Notary Public
Maristella Kulikowski
(Print Notary Name)
State of Florida at Large
My Commission Expires: 11-16-2017

EXHIBIT "A"

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name

Address

N/A

Attachment 4 - Estimated Costs of Jacobs Contract over 5 Year Term

Program Management Services			5 year Contract Amount												
Projected Man-hours for Agreement			Maximum Billing rate FY17-18 ³	FY17 ¹		FY18		FY19		FY20		FY21		FY22 ²	
Program Expenses				Hours	FY17	Hours	FY18	Hours	FY19	Hours	FY20	Hours	FY21	Hours	FY22
	Project Exec	E. Jimenez	\$ 150.00	15	\$ 2,250	100	\$ 15,000	100	\$ 15,150	100	\$ 15,605	100	\$ 16,073	67	\$ 11,009
	Sr. PM	J. Jordan	\$ 148.50	360	\$ 53,460	500	\$ 74,250	500	\$ 74,993	500	\$ 77,242	500	\$ 79,560	349	\$ 54,576
	Project Controls/Fiscal	John Dobbs	\$ 108.00	400	\$ 43,200	1000	\$ 108,000	500	\$ 54,540	500	\$ 56,176	500	\$ 57,861	340	\$ 39,692
	Public Rel./SBE splst.	LB Lewis (subcon)	\$ 150.00	60	\$ 9,000	100	\$ 15,000		\$ -		\$ -		\$ -		\$ -
	Program Expenses				\$ 107,910		\$ 212,250		\$ 144,683		\$ 149,023		\$ 153,494		\$ 105,277
Prolog Setup/Maintenance	Project Controls PM	John Dobbs	\$ 108.00	649	\$ 70,092	1000	\$ 108,000	500	\$ 54,540	500	\$ 56,176	500	\$ 57,861	343	\$ 39,632
	Project Controls Setup	various			\$ 92,526										
	Project Controls Support	various			\$ 40,099		\$ 40,000		\$ 10,000		\$ 10,300		\$ 10,609		\$ 7,267
	Prolog Setup				\$ 202,717										
	Prolog Maintenance						\$ 148,000		\$ 64,540		\$ 66,476		\$ 68,470		\$ 46,899
Project Expenses	Project Manager	PM 1 - Zindy Agredo	\$ 97.99	936	\$ 91,719	2000	\$ 195,980	2000	\$ 197,940	2000	\$ 203,878	2000	\$ 209,994	1373	\$ 143,836
	Project Manager	PM 2 - Robert Shandik	\$ 97.99	504	\$ 49,387	2000	\$ 195,980	2000	\$ 197,940	2000	\$ 203,878	2000	\$ 209,994	1373	\$ 143,836
	Project Field Inspector	FI 1 - TBD	\$ 63.00	0	\$ -	2000	\$ 126,000	2000	\$ 127,260	2000	\$ 131,078	2000	\$ 135,010	1373	\$ 92,475
	Project Field Inspector	FI 2 - TBD	\$ 72.00	0	\$ -	2000	\$ 144,000	2000	\$ 145,440	2000	\$ 149,803	2000	\$ 154,297	1373	\$ 105,686
	Project Expenses Subtotal				\$ 141,106		\$ 661,960		\$ 668,580		\$ 688,637		\$ 709,296		\$ 485,832
	Total				\$ 451,733		\$ 1,022,210		\$ 877,802		\$ 904,136		\$ 931,260		\$ 638,008

Total Estimated 5 yr Contract **\$ 4,825,149**

Notes: 1 - Contract date will be Jun 6, 2017
2 - Contract end date is Jun 5, 2022 with 5 - 1 year renewal options
3 - Starting in FY19, rates are escalated 3%/yr
4 - Dollar amounts per fiscal year are maximum
5 - Estimates for FY18-22 not-to-exceed funds will come with annual budget approval and notice to proceed
6 - Hours shown are estimates; Actual time used will be billed
7 - Prior Authorization: \$199,800 (includes \$136,000 for Prolog setup)
8 - Prolog total set-up cost is \$338,717 (\$136,000 + \$202,717)

Attachment 5

Comparison of County and Jacobs Program Costs

Program Management Services

5 year Agreement

Estimated Manhours

			FY17	FY18	FY19	FY20	FY21	FY22	
		Maximum	Hours	Hours	Hours	Hours	Hours	Hours	
		Billing rate	936	2000	2000	2000	2000	1373	Total
Palm Beach County Employees									
Project Manager	PBC PM	\$ 120.00	\$ 112,320	\$ 240,000	\$ 242,400	\$ 249,672	\$ 257,162	\$ 176,143	
Project Manager	PBC PM	\$ 120.00	\$ 60,480	\$ 240,000	\$ 242,400	\$ 249,672	\$ 257,162	\$ 176,143	
Project Field Inspector	PBC FSPM	\$ 80.00	\$ -	\$ 160,000	\$ 161,600	\$ 166,448	\$ 171,441	\$ 117,429	
Project Field Inspector	PBS FSPM	\$ 80.00	\$ -	\$ 160,000	\$ 161,600	\$ 166,448	\$ 171,441	\$ 117,429	
Sub-totals			\$ 172,800	\$ 800,000	\$ 808,000	\$ 832,240	\$ 857,207	\$ 587,144	\$ 4,057,391

Jacobs Employees

Project Manager	PM 1 - Zindy Agredo	\$ 97.99	\$ 91,719	\$ 195,980	\$ 197,940	\$ 203,878	\$ 209,994	\$ 143,836	
Project Manager	PM 2 - Robert Shandik	\$ 97.99	\$ 49,387	\$ 195,980	\$ 197,940	\$ 203,878	\$ 209,994	\$ 143,836	
Project Field Inspector	FI 1 - TBD	\$ 63.00	\$ -	\$ 126,000	\$ 127,260	\$ 131,078	\$ 135,010	\$ 92,475	
Project Field Inspector	FI 2 - TBD	\$ 72.00	\$ -	\$ 144,000	\$ 145,440	\$ 149,803	\$ 154,297	\$ 105,686	
Sub-totals			\$ 141,106	\$ 661,960	\$ 668,580	\$ 688,637	\$ 709,296	\$ 485,832	\$ 3,355,411