

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: May 17, 2022

Consent Regular
 Workshop Public Hearing

Department: **Facilities Development & Operations**

I. EXECUTIVE BRIEF

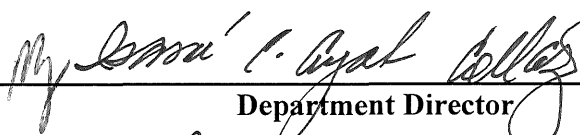

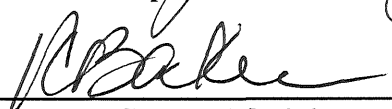
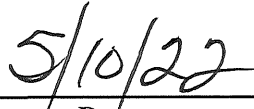
Motion and Title: Staff recommends motion to approve: Amendment No. 1 to extend the term of the contract with Jacobs Project Management Co. (Jacobs) (R2017-0773) to provide program management services for the General Government Capital Program (GGCP) from June 6, 2022 through June 5, 2023, and to update the contract terms and conditions and increase labor rates.

Summary: On June 6, 2017, the Board of County Commissioners (Board) approved the contract with Jacobs to provide program management services to assist the Facilities Development Operations Department (FDO)/ Capital Improvements Division (CID) with the implementation of the GGCP, which includes the Infrastructure Sales Tax Program and general government 5-Year Capital Improvement Plan. The original contract term was five (5) years with an option to renew for five (5) additional one-year terms. The contract is set to expire on June 5, 2022; Amendment No. 1 exercises the first renewal option to extend the contract through June 5, 2023. Additionally, Amendment No. 1 authorizes revisions to contract terms and conditions; sets new hourly rates (labor rates and multiplier), incorporates the new E-verify language, and adds two staff members (i.e. an estimator and a project manager) to the personnel complement provided by Jacobs. The increase in personnel complement under the contract will assist FDO in the management of GGCP projects. This contract was advertised according to the County’s prior Small Business Enterprise (SBE) program where a 15% subcontracting goal was applied. To date, the overall SBE participation on this contract is 14.77%. Jacobs is not a certified SBE. The Office of Equal Business Opportunity (OEBO) has reviewed the existing SBE participation and approved this extension request under the existing SBE contract terms. The Consultant has a local office in Palm Beach County. Unlike typical consultant contracts, a Notice to Proceed (NTP) will need to be issued annually by October 1st for approval as part of the annual GGCP in the upcoming budget year. The 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 issued by October 1st of each fiscal year (FY), then the County may terminate the contract. Amendment No. 1 sets forth the new hourly rates and multiplier for the various Jacobs’ personnel and subconsultants that will perform services during the term of the contract. The contract allows the raw labor rates to be adjusted for the Consumer Price Index (CPI) up to 3% after the first 2 years. The contract did not address increases to the multiplier. County contracts are generally for 5 years and Jacobs has held its multiplier for the initial of 5 years of this contract. Due to the unusual increases in operating expenses and overhead that have taken place over the last five years since the contract was originally approved in 2017, Staff is recommending that the contract be amended to allow for a one time increase to the multiplier in this year 6 of the contract, no further increases to the multiplier would be allowed during the five additional one-year terms. The new rates and multiplier are consistent (and even lower than) what staff typically sees on consulting contracts. The contract value under Amendment No. 1 is for a not to exceed amount of \$1,584,668.74. However, this item only authorizes expenses for the remainder of FY 2022 of \$528,222.91, which will be reflected in the NTP issued to Jacobs following the approval of this item. **All program management costs (Estimator, 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 projects. (Capital Improvements Division) Countywide (MWJ)**

Background and Justification: (Continued on Page 3)

Attachments:

1. Budget Availability Statement
2. Amendment No. 1
3. Amendment-Proposed Budget for 2022/2023

| | | |
|------------------------|---|---|
| Recommended by: |  Department Director |  Date |
| Approved by: |  County Administrator |  Date |

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:


| Fiscal Years | 2022 | 2023 | 2024 | 2025 | 2026 |
|-------------------------|------------|-----------|-------|-------|-------|
| Capital Expenditures | *\$528,223 | 1,056,446 | _____ | _____ | _____ |
| Operating Costs | _____ | _____ | _____ | _____ | _____ |
| External Revenues | _____ | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | *\$528,223 | 1,056,446 | _____ | _____ | _____ |
| # ADDITIONAL FTE | _____ | _____ | _____ | _____ | _____ |
| POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

Is Item Included in Current Budget? Yes X No _____
 Does this item include the use of federal funds? Yes _____ No X

Budget Account No: Fund 3950 Dept VAR Unit VAR Object VAR

B. Recommended Sources of Funds/Summary of Fiscal Impact:

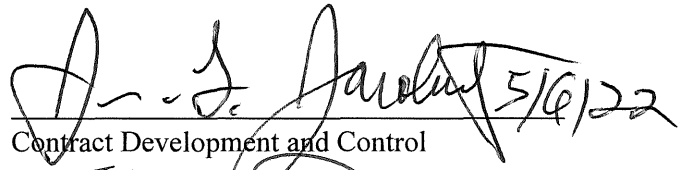
*Costs will be charged to various Infrastructure Sales Tax (IST) and capital project budgets for each applicable project. With the approval of this item, the total cost for the remainder of FY22 is \$528,222.91.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development and Control Comments:

 4/26/22
 OFMB LM 4/26

 5/9/22
 Contract Development and Control
 5-6-22/TW

B. Legal Sufficiency:

 5/9/22
 Assistant County Attorney

C. Other Department Review:

 Department Director

Background and Justification Cont'd: In order to address backlogged County infrastructure, a discretionary one-cent local government Infrastructure Surtax (IST) was approved by the voters in 2017. The proceeds of the IST have been used to finance the renewal and replacement (R&R) of: 1) existing capital investments including roadway surfaces, bridges, drainage improvements, canals, parks amenities and government buildings that 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 these program management services 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.

Jacobs provided a proposed budget that illustrates the anticipated administrative and management costs for the entire year under of the GGCP. 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 \$528,222.91 for the remainder of fiscal year (FY) 2022. Expenses for FY 23 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. Subsequently, a 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.

It is the consensus of the Facilities Development & Operations (FD&O) Department that Jacobs has successfully provided the professional program management services required for this contract, and is in good standing. It is the desire of Jacobs and FD&O that the consultant continues to provide said services.

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 4/12/2022 REQUESTED BY: Melicia Wilson PHONE: 233-0282

PROJECT TITLE: Jacobs Program Management Contract for the General Government Capital Program (GGCP) (Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$199,800.24 IST PLANNING NO.:
REQUESTED AMOUNT: \$528,222.91 BCC RESOLUTION#:R2017-0773 DATE: 6/6/2017

eFDO #:

AMENDMENT NUMBER: 1

LOCATION:

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER: 17200

CONSULTANT/CONTRACTOR: Jacobs Project Management Co. (Program Management)

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

Table with 2 columns: Category and Amount. Rows include CONSTRUCTION (\$), PROFESSIONAL SERVICES (\$528,222.91), STAFF COSTS* (\$), and TOTAL (\$528,222.91).

* By signing this BAS your department agrees to these CID staff charges 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. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: 3950 DEPT: Various UNIT: Various OBJ:

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

- Checkboxes for funding sources: Ad Valorem, Infrastructure Sales Tax, State, Federal, Grant, Impact Fees, Other.

Department: FD&O

BAS APPROVED BY: [Signature]

DATE 4/25/2022

ENCUMBRANCE NUMBER:

**AMENDMENT No. 1 TO THE JACOBS PROGRAM MANAGEMENT CONTRACT
FOR THE GENERAL GOVERNMENT CAPITAL PROGRAM (GGCP)**

This is Amendment No. 1 dated _____, 2022 to the Program Management Contract (R2017-0773) dated June 6, 2017 (collectively the “Contract”) by and between **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY and **Jacobs Project Management Co.**, a corporation authorized to do business in the State of Florida, whose Federal Tax ID# is 35-2321289, hereinafter referred to as the PROGRAM MANAGER.

W I T N E S S E T H

WHEREAS, the parties have entered into the Contract under which the PROGRAM MANAGER provided certain program management services to the COUNTY for various projects; and

WHEREAS, the parties hereto desire to amend the Contract to extend it for an additional one (1) year period and to update certain contract terms.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth and for such other good and valuable consideration, the receipt of which the parties hereto expressly acknowledge, the parties covenant and agree to the following terms and conditions:

- 1. Term.** The term of this Contract is renewed for one (1) additional year to June 5, 2023.
- 2. Scrutinized Companies.** PROGRAM MANAGER certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.
- 3. Contract Modifications.** The Contract is modified as follows:
 - a.** Contract Section 5.3.3 is amended as follows: add the following sentences to the end of Section 5.3.3
At the end of the initial five year term, Program Manager may request an increase to the multiplier

listed on Exhibit A of the Contract, such increase to be negotiated with the County. This increase may be requested only once by the Program Manager during the Contract's five (5) one year additional terms (i.e. for example, if Program Manager requests and is granted the one-time multiplier increase in year 6 of the Contract, the multiplier may not be increased during the optional renewal periods of years 7-10.)

The Labor Rates (raw hourly rates and increase to the multiplier) and Estimated Hours for this renewal term are attached hereto and incorporated herein as **Exhibit A**.

b. Contract Section 7.2 "Termination" is amended as follows: the second sentence of Section 7.2 is deleted in its entirety and replaced with the following:

It may also be terminated, in whole or in part, by the COUNTY with cause upon five (5) business day's written notice to PROGRAM MANAGER or without cause upon ten (10) business day's written notice to the PROGRAM MANAGER.

c. Contract Section 7.4.3 "Criminal History Records Check" is deleted in its entirety and replaced with the following:

7.4.3 Criminal History Records Check. The PROGRAM MANAGER, PROGRAM MANAGER'S employees, subcontractors/subconsultants of PROGRAM MANAGER and employees of subcontractors/subconsultants shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The PROGRAM MANAGER is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the PROGRAM MANAGER acknowledges that its price for any services authorized under this Contract includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and the above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the PROGRAM MANAGER and provide specific instructions for meeting the requirements of this Ordinance.

Each individual undergoing a criminal justice background check is required to have his/her own unique email address in order to comply with security awareness training. If an employee of PROGRAM MANAGER does not have his/her own unique email address, PROGRAM MANAGER agrees to provide one to that employee.

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 subconsultant terminates 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 may be amended, 2) does not immediately

contact the COUNTY regarding a terminated employee or subconsultant employee, or 3) fails to make a good faith effort to comply with the badge retrieval policy.

d. Contract Section 7.6 “Non-Discrimination” is deleted in its entirety and replaced with the following:

7.6 NON-DISCRIMINATION.

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the PROGRAM MANAGER warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the PROGRAM MANAGER represents and warrants that it will comply with the COUNTY’S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the PROGRAM MANAGER shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the PROGRAM MANAGER retaliate against any person for reporting instances of such discrimination. The PROGRAM MANAGER shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY’s relevant marketplace in Palm Beach County. The PROGRAM MANAGER understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. PROGRAM MANAGER shall include this language in its subcontracts.

e. Contract Section 7.13.2 “Recordkeeping/Access to and Audit of Records” is deleted in its entirety and replaced with the following:

7.13.2 Access and Audits. 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 five (5) 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.

f. Contract Section 7.13.3.3 “Confidential Information” is deleted in its entirety and replaced with the following:

7.13.3.3 Confidential Information. For purposes of this Section, "Confidential Information" shall include all information or material that is confidential and/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, including 911, E911 or Public Safety Radio communication system infrastructure, owned or operated by the COUNTY;
- Security or firesafety system plans records, information, photographs, audio and visual representations, schematic diagrams, surveys, recommendations or consultations relating directly to the physical security or firesafety of the facility or revealing security or firesafety systems;
- Geographical maps indicating the actual or proposed locations of 911, E911 or Public Safety Radio communication system infrastructure, including towers, antennae, equipment or facilities used to provide 911, E911 or Public Safety Radio services, or 911, E911 or Public Safety Radio communication structures or facilities owned and operated by the County;
- Nationwide Public Safety Broadband Network (Network) information, where such information would reveal the design and operation of Network facilities; Network coverage, including geographical maps indicating actual or proposed locations of Network infrastructure or facilities; the capabilities of Network infrastructure and facilities; the functions of Network services; and the security, including cybersecurity, of the design and operation of the Network;
- Threat assessments;
- Emergency evacuation plans;
- Sheltering arrangements; and/or
- Manuals for security or firesafety personnel, emergency equipment or security or firesafety 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 this 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.

g. Contract Section 7.26 "Scrutinized Companies" is deleted in its entirety and replaced with the following:

7.26 SCRUTINIZED COMPANIES.

7.26.1 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 that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if PROGRAM MANAGER is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel,

the Contract may be terminated at the option of the COUNTY.

7.26.2 When contract value is greater than \$1 million: *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 or is engaged in business operations in Cuba or Syria.*

7.26.3 *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. Said certification must also be submitted at the time of Contract renewal, if applicable.*

h. Contract Section 7.27 “Compliance with Laws and Regulations” is deleted in its entirety and replaced with the following:

7.27 COMPLIANCE WITH LAWS AND REGULATIONS.

The PROGRAM MANAGER shall comply with all laws, policies and procedures, resolutions, ordinances and regulations in effect at the time of performance of services and applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. 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.

i. Contract Section 7.28 “No Third Party Beneficiary” is deleted in its entirety and replaced with the following:

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, including any employees of the COUNTY and the PROGRAM MANAGER.

j. New Section 7.30 “E-Verify” is added to the Contract as follows:

7.30 E-VERIFY

PROGRAM MANAGER warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the PROGRAM MANAGER’s subconsultants performing any duties and obligations under this Contract are registered with the E-Verify System and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

PROGRAM MANAGER shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. PROGRAM MANAGER shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that PROGRAM MANAGER has knowingly violated Section 448.09(1), Florida Statutes as may be amended. If COUNTY has a good faith belief that PROGRAM MANAGER's subconsultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify PROGRAM MANAGER to terminate its contract with the subconsultant and PROGRAM MANAGER shall immediately terminate its contract with the subconsultant. If COUNTY terminates this Contract pursuant to the above, PROGRAM MANAGER shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, PROGRAM MANAGER shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

4. Except as specifically modified above, the terms and conditions of the Contract are hereby confirmed and remain in full force and effect.

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Project Name: Jacobs Program Management Contract for the GGCP
Project No. 17200

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY; and an authorized official of the PROGRAM MANAGER has made and executed this Amendment on behalf of the PROGRAM MANAGER.

ATTEST:

JOSEPH ABRUZZO, Clerk & Comptroller

PALM BEACH COUNTY, a political subdivision of the State of Florida, BOARD OF COUNTY COMMISSIONERS

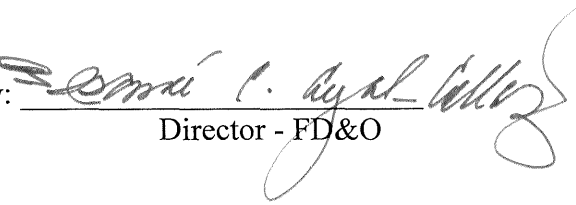
By: _____
Deputy Clerk

By: _____
Robert S. Weinroth, Mayor

APPROVED AS TO LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: 
County Attorney

By: 
Director - FD&O

WITNESS:

PROGRAM MANAGER: Jacobs Project Management Co.

C. Rivas
Signature

Cheryl Rivas
Name (type or print)

J. E. McGeehan
Signature

James E. McGeehan
Name (type or print)

Vice President
Title

(Corporate Seal)



Exhibit A - Revised 4/6/22
Palm Beach County Program Management - Contract Rates

| TITLE | MAXIMUM HOURLY RATE – raw (\$/HR) | X | MULTIPLIER | = | MAXIMUM BILLING RATE (\$/HR) |
|-----------------------------------|-----------------------------------|---|------------|---|------------------------------|
| Principal/Project Exec. | \$ 118.51 | X | 2.1 | = | \$248.87 |
| Sr. Project Mgr | \$ 88.16 | X | 2.1 | = | \$185.14 |
| Project Manager 1 | \$ 77.25 | X | 2.1 | = | \$162.23 |
| Project Manager 2 | \$ 70.00 | X | 2.1 | = | \$147.00 |
| Project Controls Mgr. | \$ 60.23 | X | 2.1 | = | \$126.49 |
| Project Controls Specialist | \$ 47.98 | X | 2.1 | = | \$100.75 |
| Project Controls Director | \$ 130.00 | X | 2.1 | = | \$273.00 |
| Technical Support 1 | \$ 70.00 | X | 2.1 | = | \$147.00 |
| Technical Support 2 | \$ 92.00 | X | 2.1 | = | \$193.20 |
| Project Scheduler 1 | \$ 90.00 | X | 2.1 | = | \$189.00 |
| Project Scheduler 2 | \$ 65.00 | X | 2.1 | = | \$136.50 |
| Public Outreach Mgr./Proj. Assist | \$ 112.55 | X | 1.5 | = | \$168.83 |
| Field Inspector 1 | \$ 37.89 | X | 2.1 | = | \$79.58 |
| Field Inspector 1 | \$ 45.06 | X | 2.1 | = | \$94.63 |
| Estimator | \$ 85.00 | X | 2.1 | = | \$178.50 |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/15/2022

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 have ADDITIONAL INSURED provisions or 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@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071 | 1-212-948-1306 | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: | FAX (A/C, No): 1-212-948-1306 |
| INSURED Jacobs Project Management Co. C/O Global Risk Management 1000 Wilshire Blvd., Suite 1140 Los Angeles, CA 90017 | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: ACE AMER INS CO | NAIC # 22667 |
| | | INSURER B: | |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

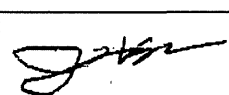
COVERAGES CERTIFICATE NUMBER: 65135371 REVISION NUMBER:

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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---|----------------------------------|----------------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | HDO G72493503 | 07/01/21 | 07/01/22 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | ISA H25545631 | 07/01/21 | 07/01/22 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | WLR C67817540 (AOS) WCF C6781762A (WI) WCU C67817588 (OH) * | 07/01/21 07/01/21 07/01/21 | 07/01/22 07/01/22 07/01/22 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY | | | EON G21655065 012 | 07/01/21 | 07/01/22 | PER CLAIM/PER AGG 3,000,000 |

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. PROJECT NUMBER: R6W67200. SECTOR: Public. 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, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

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

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SECRETARY CERTIFICATE

I, Justin Johnson, Secretary of Jacobs Project Management Company (the "Company"), hereby certify that:

James McLean is Geographic Operations Manager of the Company and has been granted authority, by the board of directors to execute documents on behalf of the Company.

Dated this 18th day of April 2022.

A handwritten signature in black ink, appearing to read "Justin Johnson", with a long horizontal flourish extending to the right.

Justin Johnson, Secretary



