

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

Meeting Date: February 4, 2025

Consent Regular
 Workshop Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A. Amendment No. 1 to the contract for program management services (R2023-0143) (Contract) with AECOM Technical Services, Inc. (AECOM) to increase the raw labor rates by (3%), as allowed per the Contract; and
- B. Consultant Services Authorization (CSA) No. 2 to the Contract with AECOM for a not to exceed amount of \$176,310.80 for the retroactive period starting from January 1, 2025 to February 6, 2025 and a not to exceed amount of \$1,693,037 for the period starting from February 7, 2025 to February 6, 2026.

Summary: On February 7, 2023, the Board of County Commissioners (BCC) approved the Contract with AECOM to provide project management services necessary to assist the Palm Beach County (County) Facilities Development and Operations Department (FDO)/Capital improvements Division (CID), in administering and managing an expanded General Government Capital Program (GGCP). Other County construction departments may use this contract for program management services. This item will amend the Contract to include a 3% increase for raw labor rates, as allowed per the Contract, modify terms and conditions of the Contract and also authorize the project management services necessary for calendar year January 1, 2025 to February 6, 2026. Amendment No. 1 to the Contract (Amendment No. 1) sets new hourly rates (labor rates) for AECOM’s personnel and subconsultants that will perform services during the term of the contract, beginning February 7, 2025. The contract allows the raw labor rates to be adjusted for the Consumer Price Index (CPI) up to 3% after the first two (2) years. Amendment No. 1 also deletes Section 6.4 of the Contract in its entirety and replaces it with a new Section 6.4 relating to Progress Payments and adds standard County provisions relating to Interactions with County Staff, Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern and Human Trafficking. CSA No. 2 to the Contract (CSA No. 2) authorizes a not to exceed amount of \$176,310.80 for the retroactive period starting from January 1, 2025 to February 6, 2025 and a not to exceed amount of \$1,693,037 for the period starting from February 7, 2025 to February 6, 2026. Staffing positions requested under CSA No. 2 include two (2) senior project managers, two (2) project managers (category 1), one (1) project manager (category 2), one (1) fiscal specialist, one (1) procurement/contract specialist, one (1) cost estimator and one (1) field representative (category 1). Compensation will depend on actual hours worked. There is no minimum amount of services or compensation guaranteed to AECOM’s personnel. The Contract is set to expire on February 6, 2028. **(Continued on Page 3)**

Background & Justification: (Continued on Page 3)

Attachments:

1. Amendment No. 1
2. Budget Availability Statement with Breakdown by Fiscal Year Exhibits A-1 and A-2
3. CSA No. 2 with Exhibits A-1 and A-2
4. CSA History
5. Conflict of Interest Forms
6. Nongovernmental Entity Human Trafficking Affidavit
7. Certificate of Insurance

Recommended by: *Terri C. Ayala* *1/28/25*
 Department Director Date

Approved by: *Paul* *1/30/25*
 County Administrator Date

Summary: This Contract was solicited pursuant to the requirements of the Equal Business Opportunity (EBO) Ordinance. The Affirmative Procurement Initiatives established for this contract on June 15, 2022 by the Goal Setting Committee are a 20% Small Business Enterprise (SBE) participation and a Minority/Women Business Enterprise (M/WBE) evaluation preference for African American and Women owned firms. AECOM committed to an SBE participation of 35%. SBE participation on this CSA is 25.59%. To date, the overall SBE participation on the contract is 31.63%. AECOM is a local business. Funding for this Contract is from various funds. **(Capital Improvements Division) Countywide (MWJ)**

Background & Justification: AECOM was selected on September 30, 2022 through a competitive proposal process, in accordance with the policies, procedures and ordinances of the County. FDO/CID has experienced an increase in the number of projects requiring project management support. This increased workload necessitates additional experienced staff for program management services. The County is now contracting with AECOM to supplement existing County staff to provide program management services.

ATTACHMENT #1

AMENDMENT No. 1 TO THE CONTRACT FOR PROGRAM MANAGEMENT SERVICES

This is Amendment No. 1 dated February 4, 2025 to the Program Management Contract (R2023-0143) dated February 7, 2023 (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 **AECOM Technical Services, Inc.**, a Foreign Profit Corporation authorized to do business in the State of Florida, whose Federal Tax ID# is 95-2661922, 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 provides certain program management services to the COUNTY for various projects; and

WHEREAS, the parties hereto desire to amend the Contract 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. Labor Rates. In accordance with Section 6.1, the Labor Rates (raw hourly rates) set forth in Exhibit C to the Contract have been updated and are replaced by the schedule of hourly labor rates by labor category as set forth in **Exhibit A**, which is attached hereto and incorporated.

2. Section 6.4. Section 6.4 of the Contract is deleted in its entirety and replaced with the following:

6.4 PROGRESS PAYMENTS

The PROGRAM MANAGER will bill the COUNTY monthly for services rendered. Failure by the Program Manager to timely submit invoices for services rendered will constitute a breach of the Standard of Care duty required pursuant to Sec. 8.1, herein.

3. Contract Modifications. The Contract is modified to add new sections as follows:

8.34 INTERACTIONS WITH COUNTY STAFF

In all interactions with County staff, PROGRAM MANAGER and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Contract and may result in termination of this Contract.

8.35 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into a contract or performing any work in furtherance thereof, the PROGRAM MANAGER certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

8.36 HUMAN TRAFFICKING AFFIDAVIT

PROGRAM MANAGER warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes, and has executed the Nongovernmental Entity Human Trafficking Affidavit.

4. Scrutinized Companies. PROGRAM MANAGER certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

5. Confirmation. 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: Program Management Services - GGCP
Project No. 2022-036869

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 of the
Circuit Court & Comptroller**

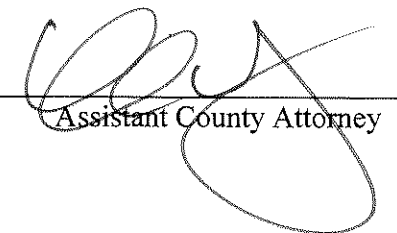
**PALM BEACH COUNTY, a political
subdivision of the State of Florida,
BOARD OF COUNTY
COMMISSIONERS**

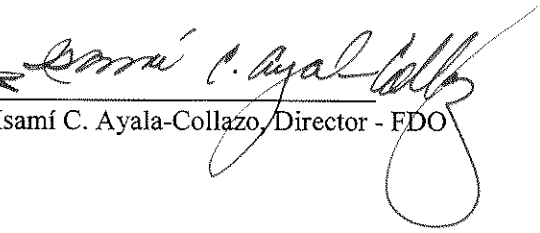
By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

**APPROVED AS TO
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: 
Assistant County Attorney

By: 
Isami C. Ayala-Collazo, Director - FDO

Project Name: Program Management Services - GGCP
Project No. 2022-036869

WITNESS:

PROGRAM MANAGER: AECOM
Technical Services, Inc.

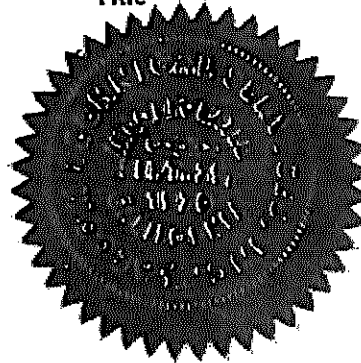
Valerie Petty
Signature

[Signature]
Signature

Valerie Petty
Name (type or print)

PEDRO L. CAPESTRANO
Name (type or print)

VICE PRESIDENT
Title



Project Name: Program Management Services - GGCP
 Project No. 2022-036869

**EXHIBIT A
 LABOR RATES
 Beginning February 7, 2025**

TITLE	MAXIMUM HOURLY RATE - Raw (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Senior Project Manager	\$112.91	X	1.8	=	\$203.23
Project Manager 1	\$68.36	X	1.8	=	\$123.04
Project Manager 2	\$73.91	X	1.8	=	\$133.04
Field Representative 1	\$59.79	X	1.8	=	\$107.62
Fiscal Specialist	\$63.65	X	1.8	=	\$114.57
Procurement / Contract Specialist	\$35.01	X	2.0	=	\$70.01
Cost Estimator	\$76.38	X	2.0	=	\$152.76

Notes:

Rates for Senior Project Manager and Project Manager 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, vehicle shall be included in billing rate. Raw labor rates listed are the maximum allowed but rate billed to County will be the actual payroll rate for each employee. Principal/Project Executive time shall not exceed 10% of total billable hours per month.

Project Name: Program Management Services - GGCP
Project No. 2022-036869

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 (maximum of three). The labor rates and overhead and profit factors are subject to audit, upon request. Actual hours will be billed.

The hourly raw labor rates listed above shall remain in effect for at least one year from February 7, 2025. At the end of each one year period thereafter, if the cost of living index supports an increase, an increase of up to three percent (3%) may be allowed to the raw labor rates for each one year term thereafter. The overhead and profit factor (multiplier) will not be increased during the five-year term of the contract.

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 1/17/2025

REQUESTED BY: David Hawke

PHONE: 561-233-0707

PROJECT TITLE: Program Management Services
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$ n/a

IST PLANNING NO.:

REQUESTED AMOUNT: \$ 1,869,347.80

BCC RESOLUTION#: R2023-0143

CSA or CHANGE ORDER NUMBER: 2

DATE: 2/7/2023

LOCATION: Various

BUILDING NUMBER: Various

DESCRIPTION OF WORK/SERVICE LOCATION: Varies

PROJECT/W.O. NUMBER: 2022-036869

CONSULTANT/CONTRACTOR: AECOM Technical Services, Inc.

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

Project management services necessary to assist the Palm Beach County Facilities Development and Operations Department, in administering and managing an expanded General Government Capital Program (GGCP)

Table with 2 columns: Category and Amount. Rows include CONSTRUCTION, PROFESSIONAL SERVICES, STAFF COSTS*, EQUIP. / SUPPLIES, CONTINGENCY, and TOTAL.

* 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: Various DEPT: Various UNIT: Various OBJ: Various

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 1/21/2025

ENCUMBRANCE NUMBER:

Breakdown by Fiscal Year 2025- January 1, 2025 - September 30, 2025, due to a 3% increase from Feb 7, 2025

Exhibit A-1 - Estimated Maximum Charges from January 1, 2025 to February 6, 2025

Multiplier	Title	Maximum Billing Rate	Hours from Jan. 1st-Feb. 6th, 2025	Sub Total
1.8	Senior Project Manager	\$ 197.32	20	\$ 3,946.40
1.8	Senior Project Manager	\$ 197.32	216	\$ 42,621.12
1.8	Project Manager 1	\$ 119.47	216	\$ 25,805.52
1.8	Project Manager 1	\$ 119.47	216	\$ 25,805.52
1.8	Project Manager 2	\$ 129.16	216	\$ 27,898.56
1.8	Fiscal Specialist	\$ 111.24	50	\$ 5,562.00
2	Procurement / Contract Specialist	\$ 67.98	216	\$ 14,683.68
2	Cost Estimator	\$ 148.32	50	\$ 7,416.00
1.8	Field Representative 1	\$ 104.50	216	\$ 22,572.00

Total Estimated Maximum from Jan. 1st - Feb. 6th, 2025 \$ 176,310.80

Exhibit A-1- Estimated Maximum Charges from February 7, 2025 to September 30, 2025

Multiplier	Title	Maximum Billing Rate	Hours from Feb 7th -Sep 30th, 2025	Sub Total
1.8	Senior Project Manager	\$ 203.23	0	\$ -
1.8	Senior Project Manager	\$ 203.23	1343	\$ 272,937.89
1.8	Project Manager 1	\$ 123.04	1343	\$ 165,242.72
1.8	Project Manager 1	\$ 123.04	1343	\$ 165,242.72
1.8	Project Manager 2	\$ 133.04	1343	\$ 178,672.72
1.8	Fiscal Specialist	\$ 114.57	269	\$ 30,819.33
2	Procurement / Contract Specialist	\$ 70.01	1343	\$ 94,023.43
2	Cost Estimator	\$ 152.76	269	\$ 41,092.44
1.8	Field Representative 1	\$ 107.62	1343	\$ 144,533.66

Total Estimated Maximum from Feb 7-Sep 30th, 2025 \$ 1,092,564.91

Exhibit A-1 Total (January 1st, 2025 - Sep 30th, 2025)
\$ 3,946.40
\$ 315,559.01
\$ 191,048.24
\$ 191,048.24
\$ 206,571.28
\$ 36,381.33
\$ 108,707.11
\$ 48,508.44
\$ 167,105.66

\$ 1,268,875.71

Notes:

Rates of Senior Project Manager and Project Manager 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, vehicle shall be included in billing rate. Raw labor rates listed are the maximum allowed but rate billed to County will be actual payroll rate for each employee. Principal/ Project Executive time shall not exceed 10% of total billable hours per month. 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 (maximum of three). The labor rates and overhead and profit factors are subject to audit, upon request. Actual hours will be billed. The hourly raw labor rates listed above shall remain in effect for a period of two years from the date of Contract execution. At the end of each one year period thereafter, if the cost of living index supports and increase, an increase of up to three percent (3%) may be allowed to the raw labor rates for each one year term thereafter. The overhead and profit factor (multiplier) will not be increased during the five-year term contract.

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Breakdown by Fiscal Year 2026- October 1, 2025 - February 6, 2026

Exhibit A-2 - Estimated Maximum Charges from October 1, 2025 to February 6, 2026

Multiplier	Title	Maximum Billing Rate	Hours from Oct 1, 2025 - Feb. 6, 2026	Total	Grand Total Exhibit A-1 and Exhibit A-2
1.8	Senior Project Manager	\$ 203.23		\$ -	\$ 3,946.40
1.8	Senior Project Manager	\$ 203.23	737	\$ 149,780.51	\$ 465,339.52
1.8	Project Manager 1	\$ 123.04	737	\$ 90,680.48	\$ 281,728.72
1.8	Project Manager 1	\$ 123.04	737	\$ 90,680.48	\$ 281,728.72
1.8	Project Manager 2	\$ 133.04	737	\$ 98,050.48	\$ 304,621.76
1.8	Fiscal Specialist	\$ 114.57	151	\$ 17,300.07	\$ 53,681.40
2	Procurement / Contract Specialist	\$ 70.01	737	\$ 51,597.37	\$ 160,304.48
2	Cost Estimator	\$ 152.76	151	\$ 23,066.76	\$ 71,575.20
1.8	Field Representative 1	\$ 107.62	737	\$ 79,315.94	\$ 246,421.60
Total Estimated Maximum from Oct 1, 2025 - Feb 6, 2026				\$ 600,472.09	\$ 1,869,347.80

Notes:

Rates of Senior Project Manager and Project Manager 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, vehicle shall be included in billing rate. Raw labor rates listed are the maximum allowed but rate billed to County will be actual payroll rate for each employee. Principal/ Project Executive time shall not exceed 10% of total billable hours per month. 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 (maximum of three). The labor rates and overhead and profit factors are subject to audit, upon request. Actual hours will be billed. The hourly raw labor rates listed above shall remain in effect for at least one year from February 7, 2025. At the end of each one year period thereafter, if the cost of living index supports and increase, an increase of up to three percent (3%) may be allowed to the raw labor rates for each one year term thereafter. The overhead and profit factor (multiplier) will not be increased during the five-year term contract.

ATTACHMENT #3

CONSULTANT SERVICES AUTHORIZATION NO.2

AECOM TECHNICAL SERVICES, INC.

PROJECT MANAGEMENT SERVICES - GGCP

PROJECT NO. 2022-036869

COUNTYWIDE

THIS CONSULTANT SERVICES AUTHORIZATION (CSA) NO.2 to the Contract dated 02/07/2023 (R-2023-0143) (the "Contract") between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners and the Consultant identified herein is for the consultant services described in Item 4 of this CSA.

1. CONSULTANT: AECOM Technical Services, Inc., whose Federal Tax ID# is 95-2661922.

2. History:	CSA#	Not to Exceed Amount	Approval Date	Approved By
	1	\$3,355,539.92	February 7, 2023	BCC (R2023-0144)

3. Services completed to date: CSA No.1 completed project management services for the period February 8, 2023 to December 31, 2023 and the period January 1, 2024 to December 31, 2024.

4. Description of Services to be provided by Consultant: Project management services and provision of staff necessary, retroactively, for the period January 1, 2025 to February 6, 2025 and project management services and provision of staff necessary for the period February 7, 2025 to February 6, 2026 as detailed on the attached Exhibit A-1 and Exhibit A-2. In the event of a conflict between the terms and conditions of the Contract and the terms and conditions of Exhibit A-1 or Exhibit A-2, the terms and conditions of the Contract shall control.

5. Compensation: The compensation to be paid to the Consultant for the requested services shall be: a Not-To-Exceed amount of **\$176,310.80** for the period January 1, 2025 to February 6, 2025 and a Not-To-Exceed amount of **\$1,693,037.00** for the period February 7, 2025 to February 6, 2026.

6. This CSA may be terminated, in whole or in part, by the County with or without cause in accordance with the Contract terms. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for all services performed to termination date, together with reimbursable expenses (if applicable) then due in accordance with the Contract terms.

Consultant agrees to waive any and all claims for lost profits or anticipated future profits in the event of a termination with or without cause under this Contract.

7. If not previously provided or for a new project, the Consultant shall provide County with an executed Conflict of Interest Disclosure Form, attached hereto and incorporated herein.

8. All terms, conditions, and obligations of the original Contract, as amended, shall remain in full

force and effect, unless specifically noted as follows:

No changes.

9. Time of Commencement: Consultant shall begin work immediately on the requested services upon receipt of this executed document which shall constitute official “**Notice to Proceed**”.

10. EBO Program:

The API established for this contract is a mandatory minimum of 20% SBE participation. The Consultant in its contract committed to SBE participation of 35%. SBE participation for this CSA is 25.59%. When added to the Consultant's participation to date, the resulting SBE participation is 31.63%.

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Project No.: Project Management Services - GGCP
Project Name: 2022-036869

IN WITNESS WHEREOF, this CSA is accepted, subject to the terms and conditions of the
aforementioned Contract.

ATTEST:
JOSEPH ABRUZZO, CLERK &
COMPTROLLER

PALM BEACH COUNTY, FLORIDA,
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS
AND CONDITIONS:

By: _____
County Attorney

By: _____
Isami C. Ayala-Collazo, Director - FD&O

WITNESS FOR
CONSTRUCTION MANAGER
SIGNATURE:

CONSTRUCTION MANAGER:
AECOM Technical Services, Inc.

Signature

Signature

Name (type or print)

Name (type or print)

Title

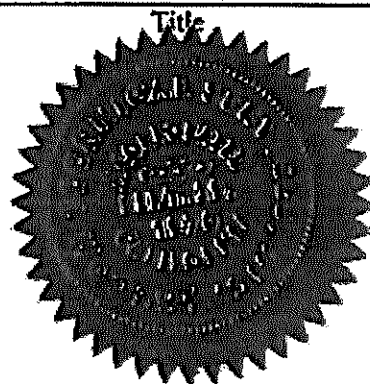


Exhibit A-1 - Estimated Maximum Charges from January 1, 2025 to February 6, 2025

Multiplier	Title	Maximum Billing Rate	Hours from Jan. 1st-Feb. 6th, 2025	Total
1.8	Senior Project Manager	\$ 197.32	20	\$ 3,946.40
1.8	Senior Project Manager	\$ 197.32	216	\$ 42,621.12
1.8	Project Manager 1	\$ 119.47	216	\$ 25,805.52
1.8	Project Manager 1	\$ 119.47	216	\$ 25,805.52
1.8	Project Manager 2	\$ 129.16	216	\$ 27,898.56
1.8	Fiscal Specialist	\$ 111.24	50	\$ 5,562.00
2	Procurement / Contract Specialist	\$ 67.98	216	\$ 14,683.68
2	Cost Estimator	\$ 148.32	50	\$ 7,416.00
1.8	Field Representative 1	\$ 104.50	216	\$ 22,572.00
Total Estimated Maximum from Jan. 1st - Feb. 6th, 2025				\$ 176,310.80

Notes:

Rates of Senior Project Manager and Project Manager 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, vehicle shall be included in billing rate. Raw labor rates listed are the maximum allowed but rate billed to County will be actual payroll rate for each employee. Principal/ Project Executive time shall not exceed 10% of total billable hours per month. 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 (maximum of three). The labor rates and overhead and profit factors are subject to audit, upon request. Actual hours will be billed. The hourly raw labor rates listed above shall remain in effect for a period of two years from the date of Contract execution. At the end of each one year period thereafter, if the cost of living index supports and increase, an increase of up to three percent (3%) may be allowed to the raw labor rates for each one year term thereafter. The overhead and profit factor (multiplier) will not be increased during the five-year term contract.

Exhibit A-2 - Estimated Maximum Charges from February 7, 2025 to February 6, 2026

Multiplier	Title	Maximum Billing Rate	Hours from Feb. 7th, 2025 - Feb. 6th, 2026	Total
1.8	Senior Project Manager	\$ 203.23		\$ -
1.8	Senior Project Manager	\$ 203.23	2080	\$ 422,718.40
1.8	Project Manager 1	\$ 123.04	2080	\$ 255,923.20
1.8	Project Manager 1	\$ 123.04	2080	\$ 255,923.20
1.8	Project Manager 2	\$ 133.04	2080	\$ 276,723.20
1.8	Fiscal Specialist	\$ 114.57	420	\$ 48,119.40
2	Procurement / Contract Specialist	\$ 70.01	2080	\$ 145,620.80
2	Cost Estimator	\$ 152.76	420	\$ 64,159.20
1.8	Field Representative 1	\$ 107.62	2080	\$ 223,849.60
Total Estimated Maximum from Feb. 7th, 2025 - Feb. 6th, 2026				\$ 1,693,037.00

Notes:

Rates of Senior Project Manager and Project Manager 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, vehicle shall be included in billing rate. Raw labor rates listed are the maximum allowed but rate billed to County will be actual payroll rate for each employee. Principal/ Project Executive time shall not exceed 10% of total billable hours per month. 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 (maximum of three). The labor rates and overhead and profit factors are subject to audit, upon request. Actual hours will be billed. The hourly raw labor rates listed above shall remain in effect for at least one year from February 7, 2025. At the end of each one year period thereafter, if the cost of living index supports and increase, an increase of up to three percent (3%) may be allowed to the raw labor rates for each one year term thereafter. The overhead and profit factor (multiplier) will not be increased during the five-year term contract.

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2022-036869

SOLICITATION/PROJECT NAME: Program Management Services Contract

Prime Contractor: AECOM Technical Services Subcontractor: MCO Construction and Services, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): _____

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	<input checked="" type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Construction management services; Field inspections;document construction progress				\$223,849.60
	Facilitating construction costs for construction projects and other construction management services as needed				
	Duration for the services in this CSA #2, regarding 1-year contract extension, from 2/7/2025-2/6/2026				
	Duration for the services in this CSA #2 from 1/1/2025 - 2/6/2025				\$22,572

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$246,421.60

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

AECOM Technical Services, Inc.

Print Name Zayas, Jay Digitally signed by Zayas, Jay
DN: cn=Zayas, Jay, ou=USARL2, email=jay.zayas@aecom.com
 Date: 2024.12.30 09:14:55 -05'00'

By: Jay
 Authorized Signature

Jay Zayas
 Print Name
Vice President
 Title

Date: 12/26/2024

MCO Construction and Services, Inc.

Print Name of Subcontractor/subconsultant _____
 By: Ann McNeill
 Authorized Signature

Ann McNeill
 Print Name
President
 Title

Date: 12/26/24

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2022-036869
 SOLICITATION/PROJECT NAME: Program Management Services Contract

Prime Contractor: AECOM Technical Services Subcontractor: Greywood Consulting Corp

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): Nov 5, 2026
 VS0000006710

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	<input checked="" type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Project management services including contract review, procurement support and project management support				\$145,620.80
	Duration for the services in this CSA #2, regarding 1-year contract extension, from 2/7/2026 - 2/6/2026				
	Duration for the services in this CSA #2 from 1/1/2025 - 2/6/2025				\$14,683.68

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$160,304.48

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

 Name of 2nd/3rd tier Subcontractor/subconsultant

 Price or Percentage:

AECOM Technical Services, Inc.

Print Name of Zayas, Jay
 By: Jay
 Digitally signed by Zayas, Jay
 DN: cn=Zayas, Jay, ou=USARL2, email=jay.zayas@aecom.com
 Date: 2024.12.30 09:26:15 -05'00'
 Authorized Signature

Jay Zayas

Print Name
Vice President

Title

Date: 12/26/2024

Greywood Consulting Corp

Print Name of Subcontractor/subconsultant
 By: Lorna Anderson
 Authorized Signature

Lorna Anderson

Print Name
President

Title

Date: 12/26/2024

DEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2022-036869

SOLICITATION/PROJECT NAME: Program Management Services Contract

Prime Contractor: AECOM Technical Services Subcontractor: "2" SBW & Associates, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): _____

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	<input checked="" type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	<input type="checkbox"/> Supplier

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Administration of contracts; payment request processes and other contract administration support tasks such as quality control				\$64,159.20
	Duration for the services in this CSA #2, regarding 1-year contract extension, from 2/7/2025-2/6/2026				
	Duration for the services in this CSA #2 from 1/1/2025 - 2/6/2025				\$7,416

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$71,575.20

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant _____

Price or Percentage: _____

AECOM Technical Services, Inc.

Print Name of Prime Zayas, Jay
By: Jay
Authorized Signature

Jay Zayas

Print Name
Vice President

Title
Date: 12/26/2024

"2" SBW & Associates, Inc.

Print Name of Subcontractor/subconsultant
By: Javin L. Walker
Authorized Signature

Javin L. Walker

Print Name
President

Title
Date: December 26th, 2024

ATTACHMENT #5

CONFLICT OF INTEREST DISCLOSURE FORM
(Must be completed by Proposer and any subconsultants and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

CONSULTANT/SUBCONSULTANT 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:

N/A

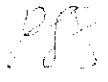
(Attach additional sheets as needed.)

CONSULTANT/SUBCONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/SUBCONSULTANT 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/SUBCONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT/SUBCONSULTANT 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/SUBCONSULTANT'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/SUBCONSULTANT 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/SUBCONSULTANT.

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

This DISCLOSURE is submitted by (Name of Individual:) Pedro L. Capestany, PE, SQS, as (Title/Position:) Vice President of (Name of Firm:) AECOM Technical Services, Inc. who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.



Signature

1/3/2025
Date

CONFLICT OF INTEREST DISCLOSURE FORM
(Must be completed by Proposer and any subconsultants and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

CONSULTANT/SUBCONSULTANT 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:

N/A

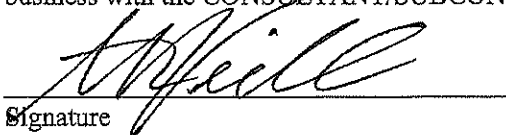
(Attach additional sheets as needed.)

CONSULTANT/SUBCONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/SUBCONSULTANT 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/SUBCONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT/SUBCONSULTANT 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/SUBCONSULTANT'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/SUBCONSULTANT 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/SUBCONSULTANT.

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

This DISCLOSURE is submitted by (Name of Individual:) ANN McNEILL, as (Title/Position:) PRESIDENT of (Name of Firm:) MCO CONSTRUCTION & SVCS, INC. who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.


Signature

12/16/29
Date

CONFLICT OF INTEREST DISCLOSURE FORM
(Must be completed by Proposer and any subconsultants and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

CONSULTANT/SUBCONSULTANT 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: N/A

(Attach additional sheets as needed.)

CONSULTANT/SUBCONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/SUBCONSULTANT 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/SUBCONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT/SUBCONSULTANT 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/SUBCONSULTANT'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/SUBCONSULTANT 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/SUBCONSULTANT.

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

This DISCLOSURE is submitted by (Name of Individual:) Lorna Anderson, as (Title/Position:) President of (Name of Firm:) Greywood Consulting Corp. who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.

Lorna Anderson

Signature

December 19, 2024

Date

ATTACHMENT #6

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of AECOM Technical Services, Inc. (ENTITY) and attest that the ENTITY does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

[Handwritten Signature]

Pedro L. Capestany, Vice President

(signature of officer or representative)

(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization this, 5 day of DECEMBER 2024, by Pedro Capestany.

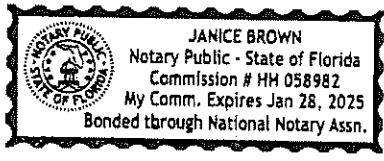
Personally known OR produced identification .

Type of identification produced _____

[Handwritten Signature]

NOTARY PUBLIC

My Commission Expires:
State of Florida at large



(Notary Seal)

ATTACHMENT #7



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/21/2025

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 Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-24-25 10 2022	CONTACT NAME: Marsh U.S. Operations	
	PHONE (A/C No, Ext): 866-966-4664	FAX (A/C, No): 212-948-0533
E-MAIL ADDRESS: LosAngeles.CertRequest@marsh.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B: N/A		N/A
INSURER C: Illinois Union Insurance Co		27960
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** LOS-002644371-10 **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			HDO G47343045	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
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 H1073888A	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C50718748 (AOS) SCF C50718852 (WI Retro)	04/01/2024 04/01/2024	04/01/2025 04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	<input type="checkbox"/> ARCHITECTS & ENG. <input type="checkbox"/> PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2024	04/01/2025	Per Claim/Agg \$ 1,000,000 Defense Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Program Management Services - GGCP Project No.: 2022-036869.

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are named as additional insured for GL coverage, but only as respects work performed by or on behalf of the named insured and where required by written contract. Contractual Liability is included in the General Liability coverage. Waiver of Subrogation is applicable where required by written contract with respect to GL, AL and WC.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o Capital Improvements Division 2623 Vista Parkway West Palm Beach, FL 33411	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 <i>Marsh Risk & Insurance Services</i>
---	--

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: AECOM Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we

will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s): Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Workers' Compensation and Employers' Liability Policy

Named Insured AECOM 999 TOWN & COUNTRY ROAD ORANGE, CA 92868	Endorsement Number
	Policy Number Symbol: WLR Number: C50718748
Policy Period 04-01-2024 TO 04-01-2025	Effective Date of Endorsement 04-01-2024
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

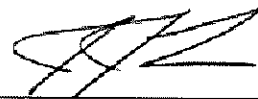
Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative

**RFP ATTACHMENT F
CONFLICT OF INTEREST DISCLOSURE FORM
(Must be completed by Proposer and any subconsultants and returned with proposal)**

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

CONSULTANT/SUBCONSULTANT 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/SUBCONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/SUBCONSULTANT 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/SUBCONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT/SUBCONSULTANT 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/SUBCONSULTANT'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/SUBCONSULTANT 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/SUBCONSULTANT.

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

This DISCLOSURE is submitted by (Name of Individual:) Javin L. Walker, as (Title/Position:) President of (Name of Firm:) "2"SBW & Associates, Inc. who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.



Signature

August 8, 2022

Date