

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 16, 2023

Consent

Regular

Workshop

Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Consultant Services Authorization (CSA) No. 21 to the project specific contract (R2015-1459) with Leo A. Daly Company (Consultant) in the amount of \$38,919 for the Main Detention Center (MDC) Phase III - East Tower Interior Painting project.

Summary: On October 20, 2015, the Board of County Commissioners (Board) approved the project specific contract (R2015-1459) with the Consultant to provide professional services for various renewal/replacement (R/R) projects at County Detention Facilities. CSA No. 21 authorized professional services associated with the surface preparation, priming and repainting of the interior of the existing East Tower in the amount of \$38,919. In accordance with Policy and Procedure Memorandum (PPM) CW-F-050, when the cumulative value of changes or additional work exceeds the greater of \$250,000 or 5% of the original contract value (Threshold Amount), then an agenda item notifying the Board of the item that puts the cumulative value in the excess category must be presented as a receive and file. The cumulative value of CSAs, including CSA No. 21, totals \$408,157.74. This agenda item is being submitted to notify the Board that the cumulative value of additional work is in excess of the \$250,000 Threshold Amount established by PPM CW-F-050. The Consulting Services/Design Professional Services contract for the Detention Facilities R/R projects was awarded under the Small Business Enterprise (SBE) Ordinance in place at the time with an SBE participation goal of 15%. There is no SBE participation on this CSA. Cumulative SBE participation on the contract is 23.85%. The Consultant is a Palm Beach County Business. **Funding for this project is from the Infrastructure Sales Tax Fund. (Capital Improvements Division) District 3 (MWJ)**

Background and Justification: The design professional was selected on August 6, 2015, pursuant to the Consultants Competitive Negotiation Act (CCNA), Florida Statute 287.055. CSA No. 21 authorized additional professional services associated with the surface preparation, priming and repainting of the interior of the existing East Tower in the amount of \$38,919. To date, the Threshold Amount for additional work totals \$408,157.74. This value exceeds the cumulative limits established in PPM CW-F-050, thus requiring a notification to the Board via a receive and file item.

Attachment:
CSA No. 21

Recommended by:  4/28/23
Department Director Date

Approved by:  5/8/23
County Administrator Date

II. FISCAL IMPACT ANALYSIS

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	\$38,919	\$			
Operating Costs		\$	\$	\$	\$
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$38,919	\$	\$	\$	\$
# 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 411 Unit Q019 Object 4907**

PROFESSIONAL SERVICES	\$38,919.00
STAFF COST	\$ 0.00
CONTINGENCY	\$ 0.00
TOTAL	\$38,919.00

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

Funding for this project is from the Infrastructure Sales Tax Fund.

C. Departmental Fiscal Review: Robert Eric McAllellan
Hidom

III. REVIEW COMMENTS:

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

<p><u>Luna M. ... 4/24/2023</u> OFMB <i>9A</i> <u>4/24</u> <i>EW</i> <i>4-24-23</i></p>	<p><u>J. S. Jacoby</u> <i>4/26/23</i> Contract Administrator <i>md 4/25/23</i></p>
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B. Legal Sufficiency:

[Signature] *5/4/23*
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

CONSULTANT SERVICES AUTHORIZATION #21

**LEO A. DALY COMPANY
 (DETENTION FACILITIES RENEWAL/REPLACEMENT)**

**DETENTION FACILITIES RENEWAL/REPLACEMENT
 MAIN DETENTION CENTER (MDC) PHASE III - EAST TOWER INTERIOR
 PAINTING
 PROJECT NO. 15218
 DISTRICT NO. 3**

THIS CONSULTANT SERVICES AUTHORIZATION (CSA) NO. 21 to the Contract dated 10/20/15 (R2015-1459) (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:** LEO A. DALY COMPANY, whose Federal Tax ID# is 47-0363104.

2. **History:**

CSA	Amount	Approval Date	Approved By
CSA #1	\$17,405	11/24/15	DIR
CSA #2	\$10,590	1/11/16	DIR
CSA #3	\$27,169	5/18/16	DIR
CSA #4	\$573,281	6/21/16	BCC (R2016-0772)
CSA #5	\$578,496	03/14/17	BCC (R2017-0309)
CSA #6	\$11,604	05/06/17	DIR
CSA #7	\$434,075	05/01/18	BCC (R2018-0662)
CSA #8	(\$45,313)	05/18/18	DIR
CSA #9	\$24,860	06/22/18	DIR
CSA #10	\$36,806	08/13/18	DIR
CSA #11	\$34,078	08/17/18	DIR
CSA #12	\$1,152,891	07/02/19	BCC (R2019-0952)
CSA #13	\$121,923	10/08/19	BCC (R2019-1517)
CSA #14	\$85,507	12/04/19	CRC
CSA #15	\$1,233,812	12/15/20	BCC (R2020-1877)
CSA #16	\$49,724.00	04/07/21	DIR
CSA #17	\$94,993.00	06/23/21	CRC
CSA #18	\$5,800.00	08/24/21	DIR
CSA #19	\$6,765.00	04/05/22	DIR
CSA #20	\$9,250.74	01/10/23	DIR

3. **Services completed to date:** CSA No. 1 - 5 authorized condition assessment services and design services at existing Main Detention Center East, West and South Towers and WDC Pods A & B. Additionally, programming and schematic design services for R/R and replacement for the West Detention Center A & B Pods. CSA No. 6 authorized design, permitting and construction administration services for security enhancements to the lobby area and the PBSO sally port at the North County Courthouse. CSA No. 7 authorized construction administration services for the MDC Phase 2 R/R - South Tower Electronics upgrade to the existing low voltage and security electronics system. CSA No. 8 provides for a credit for the mechanical, plumbing, and fire

protection engineering design and construction administration services fees, approved in CSA #4, for the MDC Security Electronics R/R. CSA No. 9 authorized construction administration phase services for the WDC Phase 2A R/R. CSA No. 10 authorized analysis of the existing East Tower HVAC system and provide written report/recommendations with an estimate of probable upgrade costs. CSA No. 11 authorized an analysis of the existing HVAC system in the West Tower. CSA No. 12 authorized design services for the renewal/replacement for the air conditioning, closed circuit television (CCTV), plumbing, security doors/frames/hardware, fire sprinkler work, roofing, painting and miscellaneous improvements at both the East and South Towers of the Main Detention Center. CSA No. 13 authorized design services for the replacement of the existing closed circuit television (CCTV) cameras at the South Tower as part of Phase 2 Renewal/Replacement. CSA No. 14 authorized design, bidding, permitting and construction administration phase services for modifications to the detention facility (Eagle Academy) with a detention security control system. CSA No. 15 authorized design services such as air conditioning, CCTV, plumbing, roofing, permitting, bidding assistance and construction administration phase services necessary for the improvements to the West Tower and the Central Energy Plant. CSA No. 16 authorized initial design phase including an assessment of the facility and preparation of schematics and approximately 50% Construction Document phase drawings and specifications for the PBSO IT Improvements at the Eagle Academy. CSA No. 17 authorized preparation of 50% - 95% construction documents (permit submittal) and specifications, bidding/permitting/negotiations and construction administration phase services. CSA No. 18 authorized additional design and construction administration services necessary to make additional electrical changes for new expanded electrical infrastructure needed to support "Call Taker Positions" layouts requested by PBSO IT. CSA No. 19 authorized additional design services related to the owners request to expand the closed-circuit television (CCTV) camera system to add 4 cameras at the MDC parking lot, add 120 volt duplex electrical outlets at each camera pole and fiber optic cabling, which will run back to room 1075 in the South Tower. CSA No. 20 authorized an assessment of the existing eighteen mechanical louvers on the exterior of the South Tower mechanical rooms at the Main Detention Center.

4. **Description of Services to be provided by Consultant:** Professional services shall include design, bidding, permitting assistance and construction administration phase services associated with the surface preparation, priming and repainting of the interior of the existing East Tower, as detailed on the attached revised proposal dated October 24, 2022. In the event of a conflict between the terms and conditions of the Contract and the terms and conditions of Consultant's proposal, 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: Lump Sum charge of **\$38,919.00**.
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 the 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 shall remain in full force and effect, unless specifically noted as follows:

E-VERIFY - EMPLOYMENT ELIGIBILITY

CONSULTANT 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 CONSULTANT'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.

CONSULTANT 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. CONSULTANT 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 CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

If COUNTY has a good faith belief that CONSULTANT's subconsultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant.

If COUNTY terminates this Contract pursuant to the above, CONSULTANT 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, CONSULTANT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

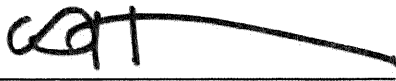
9. **Time of Commencement:** Consultant shall begin work immediately on the requested services upon receipt of this executed document which shall constitute official "Notice to Proceed".
10. This contract was awarded under the County's prior SBE program. . SBE participation for this CSA is 0%. When added to the Consultant's participation to date, the resulting SBE participation is 23.85%. The Consultant's contract goal is 15%.

Project Name: MDC South Tower Louver Replacement Assessment
Project No. 15218

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

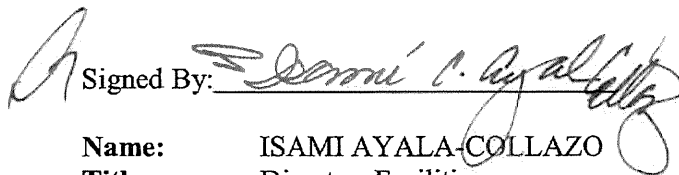
CONSULTANT: LEO A. DALY COMPANY

**Palm Beach County, a political
subdivision of the State of Florida, Board
of County Commissioners, By Director,
Facilities Development & Operations**

Signed By: 


Name: William A. Hanser
Title: Vice President, Managing Principal

Date: 11/3/22

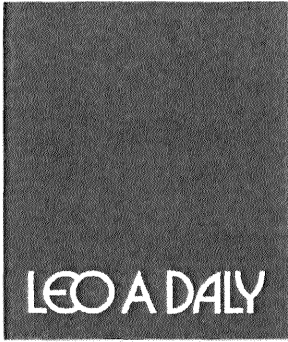
Signed By: 

Name: ISAMI AYALA-COLLAZO
Title: Director, Facilities
Development & Operations

Date: 1/26/23

Attest: 

FDO Fiscal



PLANNING
ARCHITECTURE
ENGINEERING
INTERIORS

ABU DHABI
ATLANTA
AUSTIN
BEIJING
CHICAGO
COLLEGE STATION
CORPUS CHRISTI
DALLAS
DAMMAM
DOHA
FORT WORTH
HONG KONG
HOUSTON
LANSING
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MIAMI
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WEST PALM BEACH

Florida License
No. AAC0000734

ARCHITECT – West Palm Beach
1400 Centrepark Boulevard
Suite 500
West Palm Beach, FL 33401-7403
561.688.2111

leoadaly.com

(Revised October 24, 2022)
(Revised October 18, 2022)
September 20, 2022

Mr. Jeff Halverson
Project Manager
PBC Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411

Re: **MDC Phase III R/R – East Tower Interior Painting Proposal**
PBC Project # 15218
Architectural/Professional Services

Dear Mr. Halverson:

LEO A DALY is pleased to present this proposal to provide professional services for the East Tower Interior Painting scope of work at the Main Detention Center located at 3228 Gun Club Road, West Palm Beach, Florida 33406. Our proposal agreement is provided hereafter.

Whereas, LEO A DALY, 1400 Centrepark Blvd., Suite 500, West Palm Beach, Florida 33401 (Hereinafter Architect) has made an agreement (under the terms and conditions of the Prime Agreement for Architectural/Professional Services dated October 20, 2015 (and Ammendment-1, October 20, 2020).

This proposal is being submitted under the terms of the above noted Prime Agreement.

This work will be performed Architect in conjunction with our sub-consultant. Architect will be facilitating sub-consultant coordination as part of the project deliverable.

I. PROJECT SCOPE

Provide Professional Services associated with the surface preparation, priming, and repainting of the interior of the existing East Tower at the Main Detention Center.

The following bullet points highlight discussions related to project scope:

- During the Construction Administration Phase of the project the County requested the interior of the East Tower be painted as part of the Phase III Renewal / Replacement project scope as the painted interior finishes are extremely deteriorated in many locations (such as walls, ceilings, and fixed tables in dayroom to name a few).
- Since this is new / additional scope being added to the project, the Design Team was asked to hire a consultant that specializes in painting and coating applications as the painted interior surfaces / substrates have been repainted many times with many undetermined / different paint types over the years.

ARCHITECT

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- Hedrick Brothers Construction introduced the specialized painting and coating consultant Coatings Consultants, Inc. to the County as well as Leo A Daly.
- Leo A Daly worked extensively with Coatings Consultants, Inc. in order to develop their proposal as well as ensure their compliance with the insurance requirements of the Prime Agreement.

II. PROFESSIONAL SERVICES AND DELIVERABLES

- Once Leo A Daly receives a notice to proceed from the County, Coatings Consultants, Inc. will conduct a site examination within the existing East Tower (Levels 1 through 6 including stair to penthouse level) to determine current conditions of painted interior surfaces and caulked items. This examination and testing will determine what surface preparation methods and materials are appropriate for use. (Refer to attached consultant proposal labeled "Exhibit – B" for additional scope narrative and description of services being provided by Design Team Consultant).
- The findings of the on-site examination and test results will be shared with the County and the Contractor.
- Based on the findings of the on-site examination in conjunction with the test results, Coatings Consultants, Inc. will develop technical specifications for painted surfaces detailing the scope of work, preparation methods, materials to be used, application procedures, and related requirements will be written.
- The Design Team will meet with the Owner and Contractor to discuss the best format to develop and present the interior painting scope. At the same time, a painting surfaces / substrates priority list (highest to lowest) will be developed and conveyed to potential bidders.
- Once the format for this scope is agreed upon, Leo A Daly will produce and any required plan view drawings, paint schedule and matrix of the various substrates to be prepped and painted as part of the project scope. No new interior elevations, sections or details will be produced as part of the deliverables.
- In conjunction with the development of the drawings and specifications, Coatings Consultants, Inc. will estimate the preparation and painting costs according to the specifications developed (Ref. line-item 3 in Exhibit – B). This estimate will be shared with the Owner and Contractor.
- Leo A Daly will then issue a Field Bulletin with the above noted drawings, as well as the project Manual Specifications developed by Coatings Consultants, Inc.
- On-Site examination and testing Schedule: The on-site examination and testing of the existing conditions associated with the interior of the East Tower shall be performed by the specialized painting and coating consultant will begin

approximately two weeks after the Design Team Receives a Notice to Proceed from the Owner.

- Deliverable Schedule: The Field Bulletin containing the drawings and specifications will be issued to the Owner and Contractor five weeks after all of the on-site examinations have been performed and testing results are received by Coatings Consultants, Inc.

III. CONSTRUCTION ADMINISTRATION PHASE

- Construction Administration Phase Services:
 - Coatings Consultants, Inc. personnel will make ten random quality assurance site inspections during the course of interior preparation and painting work.
 - Coatings Consultants, Inc. will perform appropriate site-specific tests to gauge proper performance by the contractor and material supplier.
 - Any apparent deviations from the specifications or standard industry practice will be communicated to Leo A Daly who will share with the Owner and Contractor in the form of written reports.
 - The purpose of field inspections is to periodically check that the intent and standards of the specifications are being fulfilled.
 - The Owner shall be advised that the Contractor and the coating manufacturer are responsible for routine inspections of performance in accordance with the contract/specifications.
 - During this phase of work, Leo A Daly will also be coordinating with the Contractor and Coatings Consultants, Inc. to ensure the Design Team has an accurate construction schedule for this scope and surface preparation has been accomplished prior to application of new finishes.

IV. SUB-CONSULTANT

We have identified the following Sub-Consultant that will assist Leo A Daly in the performance of its professional services.

Sub-Consultant Name	Discipline/Design Service
Coatings Consultants, Inc.	Specialized painting and coating consultant

V. FEE PAYMENT SCHEDULE

CONSULTANT FEE			
Phase	ARCHITECT	CCI	Total
Prelim. Project Start-up	\$1,479	\$3,500	
Design / 95% CD (Permit Submittal) / Conformance Phase	\$8,610	\$10,900	
Bidding / Permitting / Negotiations (N/A)			
Construction Administration	\$4,750	\$9,000	
Contract Closeout	\$380		
Sub Total	\$15,219	\$23,400	\$38,619
Expenses	\$300		\$ 300
Total			\$38,919

VI. EXPENSES

Expenses for printing, travel, long-distance communications-telephone, fax and video conference, communications (including postage, express mail and couriers), computer time, printing, plotting and copying are lump sum and included in our compensation noted above.

VII. ADDITIONAL TERMS AND CONDITIONS

- A. All of the applicable terms and qualifications of our Prime Agreement for Architectural/Professional Services dated October 20, 2015 (and Ammendment-1, October 20, 2020) shall apply.
- B. The following sub-consultants and work product are not included in the Architect's scope of services:
 - 1. Civil Engineering
 - 2. Landscape/irrigation
 - 3. Acoustical Consulting
 - 4. Special Lighting Consultant
 - 5. Testing of any existing conditions considered necessary.
 - 6. Structural Drawings, Design or Analysis
 - 7. Mechanical, Electrical, Plumbing, Fire Protection Engineering
 - 8. Cost estimating services are to be completed by the Construction Manager and are not included as part of this proposal. (As per Owner request, the coatings consultant will provide an estimate for the preparation and painting costs according to the specifications (Ref. line-item 3 in Exhibit – B).
 - 9. All impact and permitting fees will be paid for by the County.
- C. Field discovered and other unanticipated conditions requiring work outside the scope of this Contract will be brought to the Owner's attention. With the Owner's written consent, services required will be performed and billed as an Additional Service at the rates stipulated herein.

ARCHITECT

- D. Limitation of Liability for Scope of Service: In recognition of the relative risks and benefits of this Agreement to both the Owner and Consultant, to the fullest extent permitted under applicable law, Owner agrees that Consultant's total liability for any and all claims, losses, costs, damages, or expenses including, without limitation, reasonable attorneys' fees and costs, of any nature whatsoever, shall not exceed 10% of Consultant's total fee under the Agreement. It is intended that this limitation of liability shall apply to any and all liability or cause of action, whether in contract, warranty, tort, or otherwise, however alleged or arising.

- E. Third-Party Beneficiary: Owner agrees that it is a third-party beneficiary to agreement entered into between Consultant and its painting spec subconsultant(s), and in the event of any claim, cost, or damage resulting from or arising out of the scope of work identified herein for which Consultant has assigned subconsultant, Client agrees that it shall bring all claims for damages, losses, or costs against the aforementioned subconsultant directly and shall not join or name Consultant in any action, claim, or proceeding.

- F. I.E. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, ARCHITECT IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDED UNDER THIS CONTRACT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT, AS LONG AS ARCHITECT MAINTAINS THE PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THE CONTRACT AND AS LONG AS ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS CONTRACT.

- G. The Architect shall be available to provide Additional Services in addition to the services previously outlined and beyond the scope of this Agreement when authorized by the Owner. Such authorization shall be in the form of an Addendum to this Agreement. All Addenda shall give a brief description of the Project and corresponding fee based on a single stipulated sum or billed at the hourly rates stipulated herein. When executed by the Parties, all Addenda will incorporate all the applicable terms and conditions as outlined in this Agreement. The following standard billing rates are applicable for additional services and for designated basic services denoted within this Agreement.

STANDARD HOURLY BILLING RATES

Managing Principal	\$283.00
Project Executive	\$203.00
Project Manager	\$190.00
Design Director	\$201.00

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Job Captain	\$141.00
Specification Writer	\$159.00
Technician (Draftsperson) Cat-2	\$116.00
Technical Typist (Admin.)	\$ 68.00

Hourly billing rates are reviewed annually and adjustments made where appropriate.

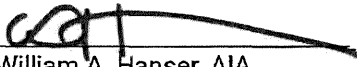
VIII. PAYMENTS:

The stipulated compensation shall be billed according to the Counties current Contract for Architectural/Professional Services Agreement.

We appreciate the opportunity to serve your needs in a professional manner and thank you for considering our organization once again. We trust this proposal meets with your approval and look forward to reviewing it with you in detail. If you are in agreement with the contents of this Agreement, please sign and return the enclosed copy via a Consultant Services Authorization. We look forward to collaborating with you in seeing the full, future development potential of your project realized.

Sincerely,

ARCHITECT



William A. Hanser, AIA
Vice President, Managing Principal

Attachments:

Exhibit – A: LAD Fee Tabulation Worksheet

Exhibit – B: Consultant Proposal and Scope of Work – COATINGS CONSULTANTS, INC.

WAH/jt

LAD Project No. 201-10019-264

P:\201\201-10019-260\2-0-Project-Admin\2-1-Client-Agreements\MDC Phase 3 R&R - East Tower Interior Painting Proposal\2022.10.24 MDC Phase III R&R - East Tower Interior Painting Proposal.docx

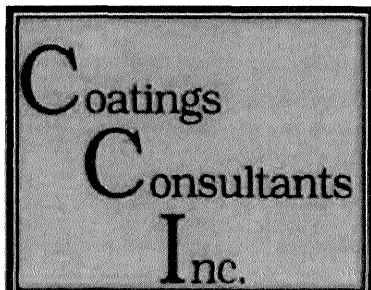
Leo A Daly

FEE TABULATION WORKSHEET-EXHIBIT "A" - MDC East Tower Interior Painting Proposal

DATE: 10/24/2022
 PROJECT: DETENTION FACILITIES RENEWAL / REPLACEMENT PROJECT - MDC PHASE III
 FBC PROJECT NO: 15218
 LOCATION: West Palm Beach, Florida
 OWNER: Palm Beach County
 FBC REP: Jeff Halverson
 SCOPE: MDC East Tower Interior Painting Proposal

TASK DESCRIPTION	Managing Principal	Project Executive	Project Manager	Spec Writer	Job Captain	Design Director	Technician Cat-2	Typist (Admin.)	TASK HOURS	TASK BUDGET
Preliminary										\$1,479.00
Project Start-up & Administration		1	6					2	9	\$1,479.00
Schematic Design - (Phase N/A)										\$0.00
Field Verify As-Built Conditions									0	\$0.00
Team Meetings/Meeting Minutes									0	\$0.00
Correspondence/Consultant Coord.									0	\$0.00
Drawings									0	\$0.00
Specifications									0	\$0.00
Responses to Owner Comments & Review									0	\$0.00
Misc. Code/Product Review									0	\$0.00
QA/QC									0	\$0.00
Design Development - (Phase N/A)										\$0.00
Field Verify As-Built Conditions									0	\$0.00
Team Meetings/Meeting Minutes									0	\$0.00
Correspondence/Consultant Coord.									0	\$0.00
Drawings									0	\$0.00
Specifications									0	\$0.00
Responses to Owner Comments & Review									0	\$0.00
Misc. Code/Product Review									0	\$0.00
QA/QC									0	\$0.00
50% Construction Documents Phase - N/A										\$0.00
Field Verify As-Built Conditions									0	\$0.00
Attend 1 Team Meeting									0	\$0.00
Correspondence/Consultant Coord.									0	\$0.00
Conform Consultant Drawings									0	\$0.00
Specifications									0	\$0.00
Responses to Owner Comments & Review									0	\$0.00
Misc. Code/Product Review									0	\$0.00
QA/QC									0	\$0.00
95% C.D. / Permit Submittal Phase - 5 wks.										\$6,610.00
Field Verify Existing Conditions w/CC1			4						4	\$760.00
Attend 2 Team Meetings (Kick-off and findings)			5						5	\$950.00
Correspondence/Consultant Coord.			6						6	\$1,140.00
Drawings (Matrix, Finish Schedule, Field Bulletin)			4				30		34	\$4,240.00
Specifications (Develop and Conform)			3						3	\$570.00
Responses to Owner Comments & Review			4						4	\$760.00
QA/QC			1						1	\$190.00
100% Construction Documents Phase (Conformance Set) - (N/A)										\$0.00
Field Verify As-Built Conditions									0	\$0.00
Attend (0) Team Meeting									0	\$0.00
Correspondence/Consultant Coord.									0	\$0.00
Drawings									0	\$0.00
Specifications									0	\$0.00
Responses to Owner Comments & Review									0	\$0.00
QA/QC									0	\$0.00
BIDDING/PERMITTING/NEGOTIATIONS - (N/A)										\$0.00
Respond to RFIs and questions									0	\$0.00
Attend (0) Pre-Bid Meeting									0	\$0.00
Respond to Bldg. Dept. Comments									0	\$0.00
(1 initial review and 1 final assumed and meetings if required)										
CONSTRUCTION - (Scope Added to this Phase)										\$4,750.00
Requisitions Review/Processing			2						2	\$380.00
CPR / COP Review			2						2	\$380.00
Submittals Reviews/ Coresp. RFIs			8						8	\$1,520.00
OAC/Coord. Mtgs/Mts minutes (2 per month)			3						3	\$570.00
Punch-Out & Reports			10						10	\$1,900.00
CONTRACT CLOSEOUT										\$380.00
Closeout Record Drawings Documentation			2						2	\$380.00
TOTAL HOURS	0	1	60	0	0	0	30	2	93	
RATES	\$283	\$203	\$190	\$159	\$141	\$201	\$116	\$68		
BUDGET	\$0	\$203	\$11,400	\$0	\$0	\$0	\$3,480	\$136		\$15,219.00
LEO A DALY SUBTOTAL										\$15,219.00
EXPENSES										\$300.00
Photographs										
Mail/Federal Express/Courier Services										
Reproductions/ Printing /Computer Time										\$175.00
Photocopies										
Travel/ Auto Mileage										\$125.00
SUB-CONSULTANTS										\$23,400.00
Costin@s Consultants, Inc.										\$23,400.00

LEO A DALY TOTAL **\$15,519.00**
SUB-CONSULTANTS TOTAL **\$23,400.00**
TOTAL **\$38,919.00**



Telephone 561-775-7151

A consulting firm specializing in:
Testing of Paints & Coatings
Quality Assurance Inspections
Specification Writing
Failure Analysis
www.coatingsconsultants.com

8211 Needles Drive, Palm Beach Gardens, Florida 33418

September 20, 2022

Sean M. Hockman
1400 Centrepark Boulevard, Suite 500
West Palm Beach, FL 33401

Re: MDC Phase III
West Palm Beach, FL

Dear Sean:

Coatings Consultants, Inc. is a consulting firm specializing in paints and coatings. Our services include failure analysis, field and laboratory testing, specification writing, material testing, coating evaluation comparisons, cost estimates, bid evaluations, and expert witness testimony. Our client list includes architects, general contractors, building owners, developers, condominium associations, attorneys, municipalities, painting contractors, and paint manufacturers.

Based on our conversation regarding the detention center in West Palm Beach, we offer the following services:

1. Project start up costs: \$3,500.00
2. Conduct a site examination to determine current conditions of painted interior surfaces and caulked items. This examination and testing will determine what surface preparation methods and materials are appropriate for use. Formulation of technical specifications for painted surfaces detailing the scope of work, preparation methods, materials to be used, application procedures, and related requirements will be written. General contract provisions shall be provided by others. Access to surfaces to be inspected shall be provided by others.
Price for this work is \$6,500.

3. CCI will estimate the preparation and painting costs according to the specifications developed. This estimate will be based on production rates consistent with the Painting Contractors Association, material coverage rate in accordance with manufacturers' specifications, and overhead and profit applications in accordance with industry averages. Price for this work is \$4,400.

4. CCI personnel will make ten random quality assurance site inspections during the course of interior preparation and painting work. CCI will perform appropriate site-specific tests to gauge proper performance by the contractor and material supplier. Any apparent deviations from the specifications or standard industry practice will be communicated to you in written reports. The purpose of field inspections is to periodically check that the intent and standards of the specifications are being fulfilled. However, the contractor and the coating manufacturer are responsible for routine inspections of performance in accordance with the contract/specifications. Thus, CCI is not providing inspection of 100% of the work.
Price for this work is \$9,000.00.

Total price is \$23,400.00 ✓

Very truly,

COATINGS CONSULTANTS, INC.



Robert L. Cusumano
President

Enclosures

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: MDC Phase III R&R - East Tower Interior Painting
 NAME OF PRIME RESPONDENT/BIDDER: Leo A Daly
 CONTACT PERSON: Sean M. Hockman
 SOLICITATION OPENING/SUBMITTAL DATE: 10/24/2022

SOLICITATION/PROJECT/BID No.: 15218
 ADDRESS: 1400 Centrepark Blvd. - Suite 500, West Palm Beach, FL 33401
 PHONE NO.: 561-688-2111 E-MAIL: SMHockman@leoadaly.com
 DEPARTMENT: FDO/CID

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Leo A Daly 1400 Centrepark Blvd. Suite 500 West Palm Beach, FL 33401 (561) 688-2111	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$ 15,519.00	_____
2. Coatings Consultants, Inc. 8211 Needles Drive Palm Beach Gardens, FL 33418 (561) 775-7151	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$ 23,400.00 ✓	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
Total							\$ 38,919.00	_____

(Please use additional sheets if necessary)

Total Bid Price \$ 38,919.00

Total SBE - M/WBE Participation _____

I hereby certify that the above information is accurate to the best of my knowledge: Sean M. Hockman Senior Associate
 Signature Title

- Note:**
1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
 3. Modification of this form is not permitted and will be rejected upon submittal.

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: 15218

SOLICITATION/PROJECT NAME: MDC Phase III R&R - East Tower Interior Painting

Prime Contractor: Leo A Daly Subcontractor: _____

(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 checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input checked="" 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.

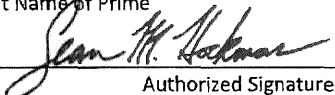
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Provide Architectural and Design Team Lead Services				
	to support and coordinate Painting and Surface Preparation Consultant				
	with the painting scope associated with the				
	East Tower located on the MDC Campus.				
	Refer to Main Proposal for additional narrative.				

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: \$ 15,519.00

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

Leo A Daly
 Print Name of Prime
 By: 
 Authorized Signature
 Sean M. Hockman

 Print Name
Senior Associate

 Title
 Date: 10/24/2022

 Print Name of Subcontractor/subconsultant
 By: _____
 Authorized Signature

 Print Name

 Title
 Date: _____

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: 15218

SOLICITATION/PROJECT NAME: MDC Phase III R&R - East Tower Interior Painting

Prime Contractor: Leo A Daly Subcontractor: Coatings Consultants, 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 checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input checked="" 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.

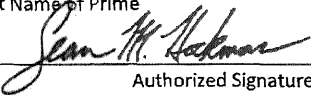
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Provide Painting and Surface Preparation Consulting Services				
	associated with the re-painting of the interior of the				
	East Tower located on the MDC Campus.(includes on-site examination				
	and testing of current conditions,development of technical specifications,				
	and random quality assurance site inspections during C.A. Phase).				
	Refer to Main Proposal for additional narrative.				

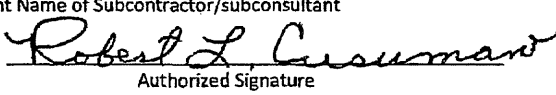
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$ 23,400.00

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

Leo A Daly
 Print Name of Prime
 By: 
 Authorized Signature
 Sean M. Hockman
 Print Name
Senior Associate
 Title
 Date: 10/24/2022

Coatings Consultants, Inc.
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
 Robert L. Cusumano
 Print Name
President
 Title
 Date: 10/27/22

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 11/01/2022 REQUESTED BY: Jeff Halverson PHONE: 233-0236

PROJECT TITLE: MDC Phase III East Tower Interior Painting (Detention Facilities R/R)
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT:
EFDO #2021-040189

IST PLANNING NO.:

REQUESTED AMOUNT: \$38,919.00

BCC RESOLUTION#: R2015-1459
DATE: 10/20/15

CSA or CHANGE ORDER NUMBER: CSA #21

LOCATION: 3228 Gun Club Road, WPB

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER:

CONSULTANT/CONTRACTOR: Leo A. Daly

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

Professional services shall include design, bidding, permitting assistance and construction administration phase services associated with the surface preparation, priming and repainting of the interior of the existing East Tower.

CONSTRUCTION	\$
PROFESSIONAL SERVICES	\$38,919.00
STAFF COSTS*	\$
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$38,919.00

* 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: DEPT: UNIT: OBJ:
3950 411 Q019 4907

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

Ad Valorem (Amount \$ _____) Infrastructure Sales Tax (Amount \$ _____)

State (source/type: _____ Amount \$ _____) Federal (source/type: _____ Amount \$ _____)

Grant (source/type: _____ Amount \$ _____) Impact Fees: (Amount \$ _____)

Other (source/type: _____ Amount \$ _____)

Department: FD&O

BAS APPROVED BY: [Signature]

DATE 11/16/2022

ENCUMBRANCE NUMBER: KPO 052316-520 LN. 12

CSA History

Project Name:		Detention Facilities Renewal/Replacement				Project Manager:		Mike McPherson	
Project Number:		15218				Contract Amount:			
Consultant:		Leo A. Daly							
Contract Date:		20-Oct-15		Expires:		10/20/2025		SBE Goal: 15.0%	
Resolution Number:		R2015-1459		Total		\$4,502,635.74		\$1,073,821.74 23.85%	
CSA#	CSA Amount	SBE Amount	Requested By	Request Date	Services	Approved	Appr'd By	SBE %	
Orig.					ORIGINAL CONTRACT	20-Oct-15	BCC	#DIV/0!	
					Amendment #1 to extend contract term	8-Dec-20	BCC		
1	\$17,405.00	\$0.00	Mike McPherson (cc)	1-Nov-15	MDC East West Tower Study	24-Nov-15	DIR	0.00%	
2	\$10,590.00	\$0.00	Mike McPherson (cc)		WDC Pods A & B Condition Assessment	11-Jan-16	DIR	0.00%	
3	\$27,169.00	\$0.00	Mike McPherson (cc)	3-May-16	MDC Develop RFP for access control	18-May-16	DIR	0.00%	
4	\$573,281.00	\$58,947.00	Mike McPherson (cc)	3-May-16	Planning & Design services for R/R equipment	21-Jun-16	BCC	10.28%	
5	\$578,496.00	\$182,262.00	Mike McPherson (cc)	10-Feb-17	Design and construction administration	14-Mar-17	BCC	31.51%	
6	\$11,604.00	\$1,000.00	Mike McPherson (cc)	13-Apr-17	17214 - NCGC Lobby Security Enhancements - A/E services for design, permitting and CA services	6-May-17	DIR	8.62%	
7	\$434,075.00	\$0.00	Mike McPherson (cc)	22-Mar-18	Construction Administration for Phase II R/R South Tower Electronics	1-May-18	BCC	0.00%	
8	-\$45,313.00	-\$45,313.00	Mike McPherson (cc)	3-Apr-18	MDC Phase II R/R - Credit for Schematic Design thru CA Services	18-May-18	DIR	100.00%	
9	\$24,860.00	\$0.00	Mike McPherson (cc)	4-Jun-18	MDC Phase IIA R/R Construction Services	22-Jun-18	DIR	0.00%	
10	\$36,806.00	\$33,460.00	Mike McPherson (cc)	9-Jul-18	MDC Phase III - East Tower HVAC Analysis	13-Aug-18	DIR	90.91%	
11	\$34,078.00	\$30,980.00	Mike McPherson (cc)	19-Jul-18	MDC Phase III - West Tower HVAC Analysis	17-Aug-18	DIR	90.91%	
12	\$1,152,891.00	\$384,855.00	Mike McPherson (cc)	31-May-19	MDC East Tower Design	2-Jul-19	BCC	33.38%	
13	\$121,923.00	\$0.00	Mike McPherson (cc)	23-Jul-19	MDC Phase II South Tower Electronics	8-Oct-19	BCC	0.00%	
14	\$85,507.00	\$0.00	Mike McPherson (cc)	31-Oct-19	Eagle Academy	4-Dec-19	CRC	0.00%	
15	\$1,233,812.00	\$421,800.00	Mike McPherson (cc)	13-Oct-20	MDC Phase IV West Tower	15-Dec-20	BCC	34.19%	
16	\$49,724.00	\$0.00	Fernando Del Dago	1-Apr-21	2021-029356 PBSO IT Improvements - Eagle Academy	7-Apr-21	DIR	0.00%	
17	\$94,993.00	\$0.00	FDD/Jim	14-Jun-2021	2021-029356 PBSO IT Improvements - Eagle Academy - Permit Submittal through Construction Administration	23-Jun-21	CRC	0.00%	
18	\$5,800.00	\$0.00	FDD/Jim	15-Jul-2021	2021-029356 PBSO IT Improvements - Eagle Academy - Additional design services	24-Aug-21	DIR	0.00%	
19	\$6,765.00	\$0.00	Jeff Halverson	9-Mar-2022	MDC South Tower Parking Lot Cameras	5-Apr-22	DIR	0.00%	
20	\$9,250.74	\$5,830.74	Jeff Halverson	8-Jun-2022	MDC South Tower Louver Replacement Assessment	10-Jan-23	DIR	63.03%	
21	\$38,919.00	\$0.00	Jeff Halverson	26-Oct-2022	MDC Phase III R/R - East Tower Interior Painting			0.00%	
								#DIV/0!	
Total	\$4,502,635.74	\$1,073,821.74						23.85%	



CERTIFICATE OF LIABILITY INSURANCE

1/1/2024

DATE (MM/DD/YYYY)
12/28/2022

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	CONTACT NAME: _____	
	PHONE (A/C, No., Ext): _____	FAX (A/C, No.): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Zurich American Insurance Company		16535
INSURER B: Travelers Property Casualty Company of America		25674
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

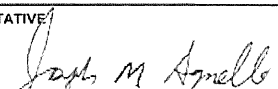
COVERAGES LEOAD01 **CERTIFICATE NUMBER:** 11099081 **REVISION NUMBER:** XXXXXXXX

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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	Y	GLO 7463242	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	BAP 7463243	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP-0T356982	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
A	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	WC 7463244	1/1/2023	1/1/2024	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PALM BEACH COUNTY JUDICIAL FACILITIES ARCHITECTURAL SERVICES - CONTINUING SERVICES CONTRACT. PALM BEACH COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES AND AGENTS ARE ADDITIONAL INSURED FOR ABOVE LISTED COVERAGE, EXCEPT WORKERS COMPENSATION AND PROVIDED A WAIVER OF SUBROGATION FOR EACH POLICY IN FAVOR OF THE ADDITIONAL INSURED WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER **CANCELLATION** See Attachments

11099081 PALM BEACH COUNTY INSURANCE COMPLIANCE PO BOX 10085 - DX DULUTH GA 30096	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 
--	---



CERTIFICATE OF LIABILITY INSURANCE

7/1/2023

DATE (MM/DD/YYYY)
6/27/2022

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lloyds of London	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

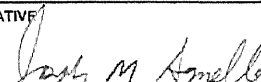
INSURED
1057787
LEO A. DALY COMPANY
1400 CENTREPARK BLVD.
WEST PALM BEACH FL 33401

COVERAGES CERTIFICATE NUMBER: 17467432 REVISION NUMBER: XXXXXXXX

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	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	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	LDUSA2204566	7/1/2022	7/1/2023	\$5,000,000 EACH CLAIM AND IN THE ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: PALM BEACH COUNTY JUDICIAL FACILITIES ARCHITECTURAL SERVICES - CONTINUING SERVICES CONTRACT.

CERTIFICATE HOLDER	CANCELLATION See Attachment
17467432 PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS C/O CAPITAL IMPROVEMENTS DIVISION 2633 VISTA PARKWAY WEST PALM BEACH FL 33411-5604	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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CONFLICT OF INTEREST DISCLOSURE FORM

PROJECT MDC Phase III R/R

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

None

(Attach additional sheets as needed.)

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

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

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

THIS DISCLOSURE is submitted by Robert L. Cusumano, as
(Name of Individual)

President, of Coatings Consultants, Inc.
(Title/Position) (Firm Name of Consultant)

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

Robert L. Cusumano
(Signature)

11/17/22
(Date)