

**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

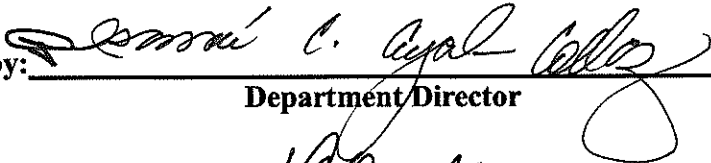
Motion and Title: Staff recommends motion to approve: Consultant Services Authorization (CSA) No. 35 to the architectural/ professional services contract (R2015-1459) with Leo A. Daly LLC (Consultant) in the amount of \$593,805 for the Detention Facilities Renewal and Replacement (R/R) Main Detention Center (MDC) Phase III project.


Summary: On October 20, 2015, the Board of County Commissioners (BCC) approved the architectural/ professional services contract (R2015-1459) with Consultant to provide professional services for various R/R projects at County Detention Facilities. This item will authorize the professional services necessary for the Detention Facilities R/R MDC Phase III project. The Detention Facilities R/R MDC Phase III project includes repair and renovation services in the East and South Tower of the facility. Under CSA No. 35, the Consultant will provide professional services which include additional construction administration phase services necessary for the Detention Facilities R/R MDC Phase III project. Additional construction administration phase services are required as a result of the expanded scope of work associated with Phase III of the repair and renovation services for the Detention Facility. The expanded scope and changes are due to multiple factors which include inaccurate as-built record drawings from 1984, previously concealed and undetected conditions, Covid-19 induced production & delivery schedule delays and owner authorized added scope. The architectural/professional services contract for the Detention Facilities projects was awarded under the Small Business Enterprise (SBE) Ordinance in place at the time with an SBE participation goal of 15%. The SBE participation on this CSA is 21.41%. To date, the overall SBE participation on the contract is 24.57%. 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 & Justification: On August 6, 2015, the Consultant was selected in accordance with Board of County Commissioners (BCC) adopted procedures and pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act. CSA No. 35 will authorize additional professional services necessary for the Detention Facilities R/R MDC Phase III project.

Attachments:

1. Location Map
2. Budget Availability Statement
3. CSA No. 35
4. CSA History

Recommended by:  1/26/25
Department Director Date

Approved by:  1/17/25
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	\$593,805	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$593,805</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No _____
 Is this item using Federal Funds? Yes _____ No X
 Is this item using State Funds? Yes _____ No X

Budget Account No:

<u>Fund</u>	<u>3950</u>	<u>Dept</u>	<u>411</u>	<u>Unit</u>	<u>0019</u>	<u>Object</u>	<u>4907</u>
PROFESSIONAL SERVICES						\$593,805.00	
STAFF COSTS						\$ 0.00	
CONTINGENCY						<u>\$ 0.00</u>	
TOTAL						\$593,805.00	

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

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

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 1/8/25
 OFMB
 GA 118
 ESW 1/8/25

[Signature] 1/14/25
 Contract Development and Control

B. Legal Sufficiency:

[Signature] 1/15/25
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

LOCATION MAP

Project No: 15218
Project Name: Detention Facilities Renewal and Replacement (R/R) Main Detention Center (MDC) Phase III
Location: 3228 Gun Club Road, West Palm Beach, Florida 33406



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 11/04/2024 REQUESTED BY: Jeff Halverson PHONE: (561) 233-0236

PROJECT TITLE: MDC R/R – MDC Phase III
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$ N/A IST PLANNING NO.: N/A
REQUESTED AMOUNT: \$593,805.00 BCC RESOLUTION#: R2015-1459
eFDO #: P-2024-001112 DATE: 10/20/2015

CSA or ~~CHANGE ORDER~~ NUMBER: CSA #35

PROJECT/~~W.O.~~ NUMBER: 15218

SERVICE LOCATION: 3228 Gun Club Road, WPB

BUILDING NUMBER:

DESCRIPTION OF WORK:

CONSULTANT/CONTRACTOR: Leo A. Daly LLC (561) 688-2111
PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE
CONSULTANT/CONTRACTOR:

Professional services shall include additional construction administration phase services associated with the Phase III renewal/replacement project.

CONSTRUCTION	\$
PROFESSIONAL SERVICES	\$593,805.00
STAFF COST*	\$
EQUIPMENT/SUPPLIES	\$
ADVERTISEMENT/PERMIT FEES	\$
CONTINGENCY	\$
TOTAL	<u>\$593,805.00</u>

* By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.

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

FUND: 3950 DEPT: 411 UNIT: 2019 OBJ: 4907

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

Ad Valorem (Amount \$ _____) Infrastructure Sales Tax (Amount \$ 593,805.00)
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 11/14/2024

ENCUMBRANCE NUMBER: _____

CSA History

Project Name: Detention Facilities R/R		DIR + CRC Dollars to Date		Project Manager: Jeff Halverson				
Project Number: 15218		\$738,526.57		Contract Amount:				
Consultant: Leo A. Daly		DIR + CRC Dollars to Date - R&F		Expires: 10/20/2025				
Contract Date: 10/20/15		\$67,035.71		SBE Goal: 15.0%				
Resolution Number: R2015-1459		Total	\$4,510,896.74	\$1,481,979.48	24.57%			
CSA#	CSA Amount	SBE Amount	Requested By	Request Date	Services	Approved	Appr'd By	SBE %
Orig					ORIGINAL CONTRACT	20-Oct-15	BCC	
					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	26-Jan-23	DIR	0.00%
	R&F	\$408,157.74				16-May-23	BCC	
22	\$8,261.00	\$0.00	Jeff Halverson	8-Dec-2022	MDC Fire Command Room Study	2-Jun-23	DIR	0.00%
23	\$52,331.96	\$38,442.96	Jeff Halverson	16-Mar-2023	MDC Phase III R/R - additional plumbing scope	12-Jul-23	CRC	73.46%
24	\$27,555.00	\$0.00	Jeff Halverson	11-May-2023	MDC R/R Phase III - 3rd party design professional	7-Sep-23	DIR	0.00%
25	\$14,504.00	\$0.00	Jeff Halverson	12-Jun-2023	MDC R/R Phase III - Power Distruption Support	8-Sep-23	DIR	0.00%
26	\$21,752.50	\$0.00	Jeff Halverson	14-Jul-2012	MDC R/R Phases III - Add infrastructure for PBSO IT in East Tower	8-Sep-23	DIR	0.00%
27	\$7,121.00	\$0.00	Jeff Halverson	19-Jul-2023	MDC R/R - Courtyard Stair & Mezzanine structural Assessment	25-Oct-23	DIR	0.00%
28	\$82,397.66	\$45,906.96	Jeff Halverson	24-Aug-2023	MDC R/R - South Tower Louver Replacement	29-Nov-23	CRC	55.71%
29	\$49,410.00	\$0.00	Jeff Halverson	12-Sep-2023	MDC R/R - Courtyard Mezzanine Walkway & Canopy	5-Dec-23	DIR	0.00%
	R&F	\$263,333.12				6-Feb-24	BCC	
30	\$13,659.23	\$12,417.48	Jeff Halverson	9-Oct-2023	MDC R/R - B Building Infirmiry Sanitary Piping Assessment	20-Feb-24	DIR	90.91%
31	\$4,125.00	\$3,750.00	Jeff Halverson	21-Nov-2023	MDC Phase III R/R East Tower Interior Painting	25-Apr-24	DIR	90.91%
32	\$49,251.48	\$25,933.48	Jeff Halverson	1-Dec-2023	MDC Phase IV - Additional roofing Replacement	10-May-24	DIR	52.56%
33	\$25,987.50	\$0.00	Jeff Halverson	8-Sep-2024	MDC Phase III R/R - EIFS Assessment Proposal	25-Sep-24	DIR	0.00%
34	\$18,416.44	\$16,742.22	Jeff Halverson	25-Sep-2024	MDC - Bldg. B Infirmiry Sanitary Piping Remediation	15-Oct-24	DIR	90.91%
35	\$593,805.00	\$127,140.00	Jeff Halverson	22-Oct-2024	MDC Phase III additional CA services			21.41%
Total	\$5,471,213.51	\$1,344,154.84						24.57%

CONSULTANT SERVICES AUTHORIZATION #35

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

**DETENTION FACILITIES RENEWAL/REPLACEMENT
MAIN DETENTION CENTER (MDC) PHASE III
PROJECT NO. 15218
DISTRICT NO. 3**

THIS CONSULTANT SERVICES AUTHORIZATION (CSA) NO. 35 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 LLC, 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	01/11/16	DIR
CSA #3	\$27,169	05/18/16	DIR
CSA #4	\$573,281	06/21/16	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
CSA #21	\$38,919.00	01/26/23	DIR
CSA #22	\$8,261.00	06/02/23	DIR
CSA #23	\$52,331.96	07/12/23	CRC
CSA #24	\$27,555.00	09/07/23	DIR
CSA #25	\$14,504.00	09/28/23	DIR
CSA #26	\$21,752.50	09/08/23	DIR

CSA #27	\$7,121.00	10/26/23	DIR
CSA #28	\$82,397.65	11/29/23	CRC
CSA #29	\$49,410.00	12/05/23	DIR
CSA #30	\$13,659.23	02/20/24	DIR
CSA #31	\$4,125.00	04/25/24	DIR
CSA #32	\$49,251.48	05/10/24	DIR
CSA #33	\$25,987.50	09/25/24	DIR
CSA #34	\$18,416.44	10/15/24	DIR

3. **Services completed to date: 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. CSA No. 21 authorizes 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. CSA No. 22 authorized a study of the existing conditions associated with the Fire Command Room and associated infrastructure. CSA No. 23 authorized design and construction administration phase services associated with renewal and replacement of existing plumbing infrastructure serving Building B 1st floor sanitary system and the East tower sanitary and storm system. CSA No. 24 authorized a 3rd party design professional to fill the Mechanical Smoke Tester / Certifier role for the work being performed at the East and South Towers at the Main Detention Center. CSA No. 25 authorized additional support and documentation of the portion of the existing electrical system which would be affected during the power disruption required in order to implement the installation of the new emergency power electrical infrastructure which includes new 600A circuit breakers associated with Phase III R/R. CSA No. 26 authorized additional design services associated with added infrastructure for PBSO IT in the East Tower. CSA No. 27 authorized structural condition assessment of the existing courtyard open stair and mezzanine walkways between the A and B buildings. CSA No. 28 authorized design and construction administration phase services for the replacement of 16 existing South Tower mechanical intake louvers located on the exterior perimeter walls. CSA No. 29 authorized design and construction administration phase services for the renewal/replacement of the existing 2nd floor exterior mezzanine walkways and canopies in the Courtyard area. CSA No. 30 authorized an evaluation of the existing sanitary piping infrastructure on the 2nd floor of the Medical Infirmary. CSA No. 31 related to the east tower interior painting project shall include all of the services originally included in CSA No. 21. This CSA authorized the required extended professional liability coverage for the specialty subconsultant as required for the east tower interior painting authorized in CSA No. 21. CSA No. 32 authorized design, bid document preparation, permitting, bidding, and construction administration services for the replacement of existing roofing areas located over the East Sally-port and West Sally-port locations. CSA No. 33 authorizes an Exterior Insulation and Finish System Assessment (EIFS) associated with Phase III renewal/replacement. CSA No. 34 authorized additional engineering design and construction administration phase services to provide construction documents for the remediation of the existing B building sanitary piping infrastructure.

4. **Description of Services to be provided by Consultant:** Professional services shall include additional construction administration phase services for the Main Detention Center Phase III R/R, as detailed on the attached revised proposal dated October 2, 2024. 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 \$593,805.00.
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 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) 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 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 21.41%. When added to the Consultant's participation to date, the resulting SBE participation is 24.57%. The Consultant's contract goal is 15%.

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Project No. 15218
Project Name: MDC Phase II R/R

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,
A Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By _____
Maria G. Marino, Mayor

DATE: _____

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: _____
Director - FD&O

WITNESS:

CONSULTANT: LEO A. DALY COMPANY

Signature

By _____
Signature

Name (type or print)

Name (type or print)

Title

(Corporate Seal)





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company

LEO A. DALY LLC

Filing Information

Document Number	M24000004496
FEI/EIN Number	47-0363104
Date Filed	03/26/2024
State	NE
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	08/08/2024
Event Effective Date	NONE

Principal Address

800 NW 62nd Ave, Suite 100
Miami, FL 33126

Changed: 05/02/2024

Mailing Address

8600 INDIAN HILLS DRIVE
OMAHA, NE 68114

Registered Agent Name & Address

NRAI SERVICES, INC
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title MBR/CHAIRMAN

DALY, LEO A, III
8600 INDIAN HILLS DRIVE
OMAHA, NE 68114

Title MBR/CEO/DIRECTOR

BENES, EDWARD G
2925 BRIARPARK DRIVE, SUITE 400
HOUSTON, TX 77042

Title MBR, SECRETARY, DIRECTOR

HENNICK, BRADLEY
2925 BRIARPARK DRIVE, SUITE 400
HOUSTON, TX 77042

Title MBR, TREASURER, DIRECTOR

COMMISSO, ARTY
2925 BRIARPARK DRIVE SUITE 400
HOUSTON, TX 77042

Title MBR DIRECTOR

FAULDS, MICHAEL
2925 BRIARPARK DRIVE SUITE 400
HOUSTON, TX 77042

Title MBR, SRVP, CFO

BRADER, JAMES B
8600 INDIAN HILLS DRIVE
OMAHA, NE 68114

Title MBR, PRESIDENT

LICHTENBERGER, STEVEN A
3232 MCKINNEY AVE
STE 800
DALLAS, TX 75204

Title MBR, VICE PRESIDENT

ALLY, RAUZIA R
1200 NINETEENTH STREET, N.W.
SUITE 220
WASHINGTON, DC 20036

Title MBR, VICE PRESIDENT

ASHKAN, SARVINE SALLY
550 SOUTH HOPE STREET
27TH FLOOR
LAS ANGELES, CA 90071

Title MBR, VICE PRESIDENT

COLEMAN, PAUL H
550 SOUTH HOPE STREET
27TH FLOOR
LOS ANGELES, CA 90071

Title MBR, VICE PRESIDENT

COWMAN, KIMBERLY R
8600 INDIAN HILLS DRIVE
OMAHA, NE 68114

Title MBR, VICE PRESIDENT

EGEA, EDUARDO S
800 NW 62ND AVE
SUITE 100
MIAMI, FL 33126

Title MBR, VICE PRESIDENT

HANSER, WILLIAM A
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#500
WEST PALM BEACH, FL 33401



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DALLAS, TX 75204

Title MBR, VICE PRESIDENT

HOLY, SAMANTHA G
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SUITE 400
HOUSTON, TX 77042

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HOYORD, JOSHUA J
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#1300
MINNEAPOLIS, MN 55402

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DAS TOWER, OFFICE 603, SULTAN BIN ZAYAD STREET, KHALIDIA
PO BOX 73184
ABU DHABI AE

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MARTINEZ, ARNULFO
3763 HOWARD HUGHES PARKWAY
#120
LAS VEGAS, NV 89169

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Title MBR, VICE PRESIDENT

MONZU, JEFFREY
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OMAHA, NE 68114

Title MBR, VICE PRESIDENT

PRATT, MARK
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LOS ANGELES, CA 90071

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#350
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SAVAKOVA, IRENA G
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SUTIE 220
WASHINGTON, DC

Title MBR, VICE PRESIDENT

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#500
WEST PALM BEACH, FL 33401

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SVOBODA, MICHAEL D
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THEODORE, JOSHUA
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Title MBR, VICE PRESIDENT

WHITT, MARSHA M
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Title MBR, VICE PRESIDENT

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YAKOWICZ, PETER A
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#1300
MINNEAPOLIS, MN 55402

Title MBR, VICE PRESIDENT

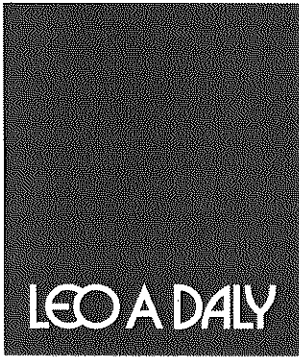
YUDCHITZ, DANIEL C
70 ECOND AVE. SOUTH
#1300
MINNEAPOLIS, MN 55402

Annual Reports

No Annual Reports Filed

Document Images

08/08/2024 -- LC Amendment	View image in PDF format
07/29/2024 -- LC Amendment	View image in PDF format
03/26/2024 -- Foreign Limited	View image in PDF format



(Revised October 2, 2024)
 (Revised September 5, 2024)
 (Revised July 3, 2024)
 (Revised December 8, 2023)
 August 3, 2023

PLANNING
 ARCHITECTURE
 ENGINEERING
 INTERIORS

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

MDC Phase III R/R – Additional Construction Administration Phase Services Proposal
 PBC Project # 15218
 Architectural/Professional Services

ABU DHABI
 ATLANTA
 AUSTIN
 CHICAGO
 CONROE
 COLLEGE STATION
 CORPUS CHRISTI
 DALLAS
 DAMMAM
 DOHA
 FORT WORTH
 HOUSTON
 LANSING
 LAS VEGAS
 LOS ANGELES
 MIAMI
 MINNEAPOLIS
 OMAHA
 ORANGE
 SAN ANTONIO
 SAN JOSE
 SAN MARCOS
 WACO
 WASHINGTON DC
 WEST PALM BEACH

Dear Mr. Halverson:

LEO A DALY is pleased to present this proposal to provide professional services for the Additional Construction Administration Phase Services associated with the Phase III Renewal / Replacement Project 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 by the Architect in conjunction with our sub-consultants. As the Architect, we will be facilitating sub-consultant coordination as part of the project deliverable.

I. PROJECT SCOPE

The original project scope involved the Renewal / Replacement of the East Tower and portions of the South Tower as per the project scope document provided by Palm Beach County Capital Improvements Division which was executed as CSA # 12. The scope of the Phase III project has changed and grown due to several factors outside of the Design Team's, Contractor's, and Owner's control. As a result, the duration of the Construction Administration Phase has increased substantially from our original proposal. It is worth noting that the County has executed several CSA's with Leo A. Daly over the course of this project, but the scope and tasks covered in those CSA's did not include the Additional C.A. Phase Services being requested herein. The specific items associated with the additional scope and project duration will be identified below in detail.

Florida License
 No. AAC0000734

LEO A DALY – West Palm Beach
 1400 Centrepark Boulevard
 Suite 500
 West Palm Beach, FL 33401-7403
 561.688.2111

leoadaly.com

II. PROFESSIONAL SERVICES AND DELIVERABLES

As noted above, the duration of the Construction Administration Phase of the Phase III Renewal / Replacement Project at the Main Detention Center has increased substantially from our original proposal. Leo A Daly and our Consultants have continued to provide professional services over the course of this Phase which we are requesting compensation for as per this additional service proposal.

As per CSA # 12 our executed agreement with the County for the Phase III R/R Project, the project scope was to have a Construction Administration Phase with a duration of 60 weeks to Substantial Completion with an additional 4 weeks to final completion for a total of 64 weeks.

In the Contractors June 3, 2024 e-mail and draft schedule to the County, Hedrick Brothers Construction has estimated that based on a June 21, 2024 PBC Board of County Commissioners approval date and a July 3, 2024 Notice to Proceed for the in the East Tower Interior Painting it was estimated that the painting scope of work would be completed on October 7, 2024.

Due to the fact that the bid due date noted above for the East Tower Interior Painting was extended a second time to July 18th and the painting duration was increased from 60 working days to 90 working days, the earliest date that the PBC Board of County Commissioners could approve the painting scope would be during the September 17, 2024 BCC Agenda with a Notice To Proceed projected for September 25, 2024. Based on these dated and proposed painting duration it is projected that the painting scope of work would be completed on February 7, 2025.

Once the painting is completed, there would be at least 30 working days to reinstall, re-program, and test all of the existing fire alarm devices which had to be removed (to protect from potential dust, overspray, or damage) as part of the interior painting scope of work. This activity is projected to be completed by March 25, 2025.

The final testing and Third-Party Certification of the Smoke Control System (installed as part of the Phase III R/R project scope) is not anticipated to start until the end of March 2025.

Since there are assumptions (such as a bid being submitted and a guaranteed maximum price being agreed upon for the interior painting scope noted above) and other unknown variables based on the projected dates noted above, for the basis of this proposal, Leo A Daly is utilizing the December 31, 2024 as a Final Completion date. Based on that date, the overall duration of the Construction Administration Phase would be a total of 224 weeks, which is an additional 160 weeks longer than the 64-week duration approved as per CSA # 12. (Ref. Exhibit – E for Timeline).

The proposed Final Completion date of noted above is the based on the most current information (and several assumptions) we have as of the date of this proposal.

It is worth noting that through the Construction Change Proposal process, the Contractor has already been (or is currently in the process of being) awarded a majority of the additional days associated with proposed contract time which has increased the established project duration to Substantial Completion. The current Substantial Completion date is anticipated to be achieved near the end of 2024, but is subject to change as noted above.

In addition to the increased project duration, the Contractor is being compensated for the additional scope of work associated with Construction Change Proposals which have been submitted and approved as part of the Construction Administration Phase of the project. In some instances, the County has acknowledged that the additional scope of work associated with the Construction Change Proposal was so far outside of the original scope of work that an Amendment to Hedrick Brothers Construction Contract has been awarded, which includes compensation for the additional scope or work as well as additional General Conditions (Examples: H.B. Amendment # 7 – B-Building Pipelining and H.B. Amendment # 9 – East Tower Pipelining).

The Design Team has expended a substantial amount of time reviewing the Construction Change Proposals as well as developing the formal Letters of Response and corresponding Field Bulletins for proper Document Control and issuance.

The Design Team has played and continues to play an instrumental role in the advancement and execution of the Phase III R/R scope of work which has changed and adapted over the course of implementation of the scope of work. A tremendous amount of time and effort has been expended by the Design Team to respond to unforeseen or concealed conditions that varied from (or was not provided / available with) the Owner provided Record Drawings. In many cases new and / or revised drawings and details had to be developed and issued in the form of Responses to Requests for Information, Field Bulletins, and Electronically Signed and Sealed Drawings which have been submitted to the Palm Beach County Building Department for Permit Revisions, Inspections and proper Document Control.

The following bullet points list a few of the most significant contributing factors which lead to extended Construction Administration Phase of the MDC Phase III R/R Project:

- Extended lead times due to supply chain disruptions and material availability driven by the Covid-19 Pandemic.

<u>Examples</u>	<u>Pre-Covid Delivery time to Current Delivery Time:</u>	
○ Detention hardware	6-8 months	to 12 months +
○ Electrical Gear	14-16 weeks	to 8-16 months
○ Insulation Materials	2-4 weeks	to 4-5 months
○ Roofing Materials	4-6 weeks	to 4-8 months

- Unforeseen and / or concealed conditions
 - Items such as existing construction materials, composition, and infrastructure that varied from Owner furnished records drawings.

- Items such as existing construction materials, composition, and infrastructure that was not available or did not exist in the Owner furnished record drawings.

Examples:

- The composition of the existing curb for the existing stair pressurization fans in the roof of the East Tower were not consistent with the Owner furnished records drawings (Ref. CCP – 54).
 - The composition of the existing wall partitions in the Stairwells and Penthouse level of the East Tower were not consistent with the Owner furnished records drawings or Type I-3 Occupancy (Ref. CCP's 43R1 & 47).
 - During construction it was realized that the existing detention control wiring was connected through the Local Manual Door Override Control Cabinets (MOR). This information did not exist in the Owner furnished records drawings (Ref. CCP - 45R1).
 - During construction it was realized that the existing smoke control infrastructure and control points were designed in a vertical orientation as opposed to the Design Teams understanding that the infrastructure was designed horizontally per communicating level. This information did not exist in the Owner furnished records drawings (Ref. CCP – 69R5).
 - During construction while performing the Pre-test of the Smoke Control System, it was discovered that the existing B-Wing does not currently have Fire Alarm Devices in the Inmate Dayroom and Inmate Dormitory on Levels 1 – 6 of the East Tower. In order to provide code compliant coverage for the fire alarm initiating devices, smoke detectors and vandal resistant covers will need to be provided and installed in the Inmate Dayroom and the inmate Dormitory on Levels 1 – 6 in the B-Wing of the East Tower. (Ref. Field Bulletin – 58 & CCP – 169).
- Owner and / or operator / end user added scope (PBC CID, PBSO, PBSO IT, PBC ESS, PBC Facilities Maintenance).

Examples:

- All of the CCP's associated with video inspections and subsequent cleaning and lining of the various stormwater and sanitary drain lines associated with the existing plumbing systems infrastructure (PBC CID request)
 - Added Cameras - Courts - Inmate Holding – CCP – 99R3 (PBC ESS request)
 - South Parking Lot Cameras – CCP – 05R3 (Added by PBC ESS / PBSO IT request)
 - Stainless Steel Cladding of the Fixed Detention Table Units – CCP – 146 (PBSO request)
 - Request to re-paint the interior of the East Tower (PBC CID request) Note: This will be a separate GMP with a different Contractor than the one performing the MDC Phase III R/R Project Scope.
- Added scope impacted the original construction schedule and sequence of work.
 - Example: Due to the inmate population bed / cell count / housing needs PBSO would / could not allow the Contractor to proceed with the Renewal

and Replacement of the HVAC Infrastructure associated with South Tower Mechanical Rooms 7009 (which serves inmate housing on Levels 6 & 7) and 9009 (which serves inmate housing on Levels 8 & 9) while the Added scope associated with the B-Building Pipelining Project was being executed (Ref. H.B. Amendment # 7).

As a result, the County issued a Stop Work Order to the Contractor on September 1, 2022 with a directive to suspend the scheduled work in the above noted South Tower Mechanical Rooms until the completion of the B-Building Pipelining Project as proceeding with the Renewal / Replacement scope at same time the emergency repair work associated with the B-Building Pipelining was being performed would have created an unacceptable impact to PBSO based on their present operational and detention space needs based on the inmate population at the Main Detention Campus. The B-Building Pipelining Project reached Substantially Completion on March 29, 2023 and work. This single example represents a seven-month impact to the original sequence of the Phase III R/R scope of work.

- Additional Contributing Factors and Examples can be provided as necessary.

Leo A Daly has provided a timeline of events which articulate the start date of the Construction Administration Phase as well as key dates and relevant factors that contributed to (and continue to contribute to) the extended duration of the project. (Ref. Exhibit – E).

Leo A Daly has provided a list of Field Bulletins, Construction Change Proposals, Construction Change Directives, and other relevant documentation of unforeseen / concealed conditions, additional scope, and changes in scope that contributed to the extended duration of the Construction Administration Phase of the MDC Phase III R/R Project (Ref. Exhibit – F).

It is worth noting that the additional scope of work identified by the Construction Change Proposals and Amendments 7 through 9 to Hedrick Brothers Contract with the County identified in Exhibit – F total just under \$7.9 million dollars. (Refer to bullet points in the short Summary Below)

• H.B. Amendment 7 - B-Bldg. Pipelining	\$ 1,935,842
• H.B. Amendment 8 – MDC Chiller 3&4	\$ 1,542,101
• H.B. Amendment 9 ETRWL-Pipelining	\$ 1,837,720
• Change Orders 44 -49 (which were executed since the original Project Term / Duration)	\$ 1,518,680
• Change Order 50	\$ 1,042,985
Current Total	\$ 7,877,328
• <u>Change Order # 51(est.)</u>	<u>\$ 550,000</u>
Projected Total (est.)	\$ 8,427,328

When compared against the Department of Management Services Fee Guide Calculator for AE Services, the total fee being requested for compensation as per this proposal falls well below the calculated fee percentage for Complexity Group "C" - Repairs and Renovations; especially when considering that the additional scope of work is being implemented in an existing I-3 Institutional Occupancy which requires comprehensive solutions to extremely complex challenges order

to meet the security, functional, and operational needs of the Palm Beach County Sheriff's Office.

Leo A Daly would like to specifically call attention to the request for additional compensation for Don Ross – Ross Correctional Consulting. The Services of Ross Correctional Consulting were retained as the Design Team's Correctional Consultant and Liaison between the Design Team, Owner, Contractor, and Palm Beach County Sheriff's Office as per the County's request. Although Don Ross does not provide a physical work product, his unique background as a retired PBSO Captain, consistent and continued coordination and involvement (both on and off-site) with PBSO, combined with his intellectual contributions has been imperative to the success of the project. In addition to the 160 weeks of extended Construction Administration Phase Services, Ross Correctional Consulting did not include the 37-week duration of time between the issuance of the Permit Submittal Drawings to the Contractor through the date when the Notice to Proceed with Construction was issued by the County to the Contractor. In light of this extended duration outside of this Consultants control, this Consultant should be compensated for the unique role he serves for a total of 197 additional weeks in support of the Phase III R/R Project. Refer to Ross Correctional Consulting proposal for and additional narrative (Ref. Exhibit – D).

It is worth noting that there is still a fair amount of pending additional work to be performed in association with the completion of the Phase III R/R Project as identified in the June 27, 2024 OAC Meeting Minutes. Highlights from these meeting minutes have been inserted as bullet points below for ease of reference:

The following is a list of items that need to be addressed or closed out over the next 5-months (They are not listed in any particular order):

1. Painting of the interior of the East Tower. The bidding on this scope is ongoing and the bid due date is currently July 18th 2024. The County's original goal was to be out of the East Tower by the end of the year 2023, but as per discussions during the 6/27/24 OAC Mtg. (and projections noted above) this task is most likely going to extend into the first quarter of 2025 as it is not being performed by the Prime Contractor executing the Phase III R/R scope of work. This scope of work shall be performed prior to re-populating the East Tower with inmates.
2. Once the painting is completed, there would be at least 30 working days to reinstall, re-program, and test all of the existing fire alarm devices which had to be removed (to protect from potential dust, overspray, or damage) as part of the interior painting scope of work. As part of this reinstallation the removal and reinstallation of these devices also requires that the "Fire Works" Fire Alarm System need to be updated globally at all fireworks computers on network (18-Locations).
3. The contractor is in the process of completing the installation of new infrastructure associated with Added Fire Alarm Devices in East Tower (Ref. Field Bulletin – 58) as it was discovered during the Pre-test of the Smoke Control System, that the existing B-Wing does not currently have Fire Alarm Devices in the Inmate Dayroom and Inmate Dormitory on Levels 1 – 6 of the East Tower. In order to provide code compliant coverage for the fire alarm initiating devices, smoke detectors and vandal resistant covers will need to be provided and installed in the Inmate Dayroom and

the inmate Dormitory on Levels 1 – 6 in the B-Wing of the East Tower. Since these devices are being installed in an I-3 Inmate accessible area, vandal resistant covers and soffi-steel enclosures are being provided and installed. This scope of work is anticipated to take 10-12 weeks as per the 6/13/24 OAC Meeting Minutes. (Note: This scope of work can not be completed until the interior painting noted above is completed and all new fire alarm devices are installed, tested and programed).

4. Phase III R/R – Third-Party Smoke Control Testing and Certification. The testing scope and certification scope of work was always part of the project requirements however the Third-Party Certifier was not identified until TLC Engineering Solutions was selected to perform this task. The Design Team’s Additional Service Proposal was executed by the County as CSA # 24 (but can not be completed until the interior painting noted above is completed and all fire alarm devices are re-installed, tested and reprogramed).
5. PBSO IT Added Infrastructure in East Tower (CCP – 118R5). The Design Team has issued a formal letter of response as well as Field Bulletin – 49 in regard to this added scope. This scope was added and a Change Order was executed by the County. The Design Team received an executed CSA and we provided revised drawings for the associated Low-Voltage Permit Revision. This scope of work is near completion as it needed to be performed prior to re-populating the East Tower with inmates.
6. Install new clocks in the East Tower (nine locations). H.B. was holding off on this contracted work based on the pending interior painting, but is going to be executed as the interior painting and scope is yet to be determined.
7. Contractor shall perform any Owner / Operator / End User Training, Systems Testing, Punchlist walkthroughs and close-out documentation.

As of the date of this proposal the original project duration associated with the Construction Administration Phase has already run one-hundred and Seventy-Two weeks which more than two and half times as many weeks as the Design Team’s proposal of 64 weeks which was executed as per CSA # 12 on July 11, 2019.

Since the start of Pre-Construction Services and throughout the Construction Administration Phase, Leo A Daly and the rest of the Design Team has provided professional services for the MDC Phase III R/R Project.

Based on the above noted aspects in conjunction the summary of additional scope items which could not have been foreseen or controlled by the Design Team, Contractor, or Owner, the Design Team is requesting additional compensation to provide professional services associated with the additional duration and scope associated with Construction Administration Phase Services necessary to complete the project.

The submitted fees have taken into account the that a majority of shop drawing submittals and requests for information have already been submitted, reviewed and / or responded to.

LEO A DALY

October 2, 2024
MDC Phase III R/R Additional
C.A. Phase Services Proposal
Page 8

In light of the stage of the project completion the fees submitted for Leo A Daly are less than half of the weekly man-hours approved as per CSA # 12. Leo A Daly feels the submitted fees are fair, reasonable, and commensurate with the additional professional services rendered to date as well as in recognition that time and effort will still be required to:

- o Hold, manage, and produce meeting minutes for bi-weekly OAC Meetings which will continue to be held over the remaining project duration.
- o In anticipation of new requests for information
- o Provide review of pending and / or potential Construction Change Proposals
- o Provide formal Letters of Response for Construction Change Proposals
- o Provide Field Bulletins with drawings associated with Construction Change Proposals for proper Document Control and issuance.
- o Cover additional closeout documentation.

III. SUB-CONSULTANTS

We have identified the following Sub-Consultants that will assist Architect in the performance of its professional services.

Sub-Consultant Name	Discipline/Design Service
Gartek Engineering Corporation	Mechanical, Plumbing and Fire Protection
TLC Engineering for Architecture	Electrical, Low-Voltage and Security Electronics Systems (Detention Control, Access Control, CCTV, and Intercom)
Ross Correctional Consulting	Design Team's Correctional Consultant and Liaison between the Design Team, Owner, Contractor and Palm Beach County Sheriff's Office.

IV. FEE PAYMENT SCHEDULE

CONSULTANT FEE					
Task or Phase	LEO A DALY	Gartek	TLC	Ross	Total
Start-up Admin.	\$ 1,859				
Construction Administration	\$ 303,238	\$ 127,140	\$ 60,900 60,890	\$ 88,660	
Closeout Record Drawing Documentation	\$ 4,188		60,890		
Sub Total	\$ 309,285	\$ 127,140	\$ 60,900	\$ 88,660	585,975 \$585,985
Expenses	\$ 3,720		\$ 4,100 4,110		7830 \$ 7,820
Total					\$ 593,805

IX. EXPENSES

- A. 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.

X. ADDITIONAL TERMS AND CONDITIONS

- A. All of the applicable terms and qualifications of our Prime Agreement for Judicial Facilities Architectural Services contract dated June 19, 2018, shall apply.
- B. The following sub-consultants and work product are not included in the Architect's scope of services:
 - 1. Landscape/irrigation
 - 2. Acoustical Consulting
 - 3. Special Lighting Consultant
 - 4. Testing of any existing conditions considered necessary.
 - 5. Structural Drawings, Design or Analysis
 - 6. Mechanical, Electrical, Plumbing, Fire Protection Engineering (Only scope being performed is as defined per Consultants proposals)
 - 7. Cost estimating services are to be completed by the Construction Manager and are not included as part of this proposal.
 - 8. 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.
- D. I.E. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, LEO A DALY 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 LEO A DALY 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.

- E. 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
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.

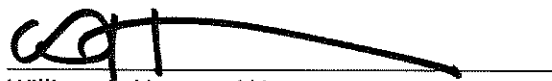
XI. PAYMENTS

- A. 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,

LEO A DALY



William A. Hanser, AIA
Vice President, Managing Principal

LEO A DALY

October 2, 2024
MDC Phase III R/R Additional
C.A. Phase Services Proposal
Page 11

Attachments:

- Exhibit - A: LAD Fee Tabulation Worksheet
- Exhibit - B: Consultant Proposals and Scope of Work – Gartek Engineering Corporation
- Exhibit - C: Consultant Proposals and Scope of Work – TLC Engineering Solutions
- Exhibit - D: Consultant Proposals and Scope of Work – Ross Correctional Consulting
- Exhibit – E: Timeline
- Exhibit – F: Relevant Documents

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 - additional
ca duration proposal\24.10.02_mdc phase 3 - added ca duration proposal.docx*

Leo A Daly

FEE TABULATION WORKSHEET-EXHIBIT "A" - MDC Phase III - Added Construction Administration Proposal

DATE: 7/3/2024
 PROJECT: DETENTION FACILITIES RENEWAL / REPLACEMENT PROJECT - MDC PHASE II
 PBC PROJECT NO: 15218
 LOCATION: West Palm Beach, Florida
 OWNER: Palm Beach County
 PBC REP: Jeff Halverson
 SCOPE: MDC Phase III - Added Construction Administration 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										\$1,859.00
Project Start-up & Administration		1	8					2	11	\$1,859.00
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 - (N/A)										\$0.00
Field Verify Existing Conditions w/CCI									0	\$0.00
Attend 2 Team Meetings (Kick-off and findings)									0	\$0.00
Correspondence/Consultant Coord.									0	\$0.00
Drawings (Matrix, Finish Schedule, Field Bulletin)									0	\$0.00
Specifications (Develop and Conform)									0	\$0.00
Responses to Owner Comments & Review									0	\$0.00
QA/QC									0	\$0.00
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 Bidg Dept. Comments									0	\$0.00
(1 initial review and 1 final assumed and meetings if required)									0	\$0.00
CONSTRUCTION - (Additional C.A. duration 160 weeks to Final Completion)										\$303,238.00
Requisitions Review/Processing									74	\$14,050.00
CPR / COP Review		28	210						238	\$45,584.00
Submittals Reviews/ Coresp/RFIs			780		147		149		1076	\$186,211.00
OAC/Coord.Mtgs/Mtg minutes (2 per month)			232		63			30	325	\$55,093.00
Punch-Out & Reports								35	35	\$2,380.00
CONTRACT CLOSEOUT										\$4,188.00
Closeout Record Drawing Documentation			8				23		31	\$4,188.00
TOTAL HOURS	0	29	1312	0	210	0	172	67	1790	
RATES	\$283	\$203	\$190	\$159	\$141	\$201	\$116	\$68		
BUDGET	\$0	\$5,887	\$249,280	\$0	\$29,610	\$0	\$19,952	\$4,556		\$309,285.00
LEO A DALY SUBTOTAL										\$309,285.00
EXPENSES										\$3,720.00
Photographs										
Mail/Federal Express/Courier Services										
Reproductions / Printing / Computer Time										\$3,230.00
Photocopies										
Travel / Auto Mileage										\$490.00
SUB-CONSULTANTS										\$280,800.00
Cartek Engineering										\$127,140.00
TLC Engineering										\$65,000.00
Ross Correctional Consulting										\$88,660.00

LEO A DALY TOTAL **\$313,005.00**
 SUB-CONSULTANTS TOTAL **\$280,800.00**
 TOTAL **\$593,805.00**

Multiplier : 2.99



Mechanical, Electrical,
Plumbing and Fire
Protection Engineers

July 1st, 2024

Mr. Sean Hockman,
Associate, Project Manager
Leo A. Daly
1400 Centrepark Boulevard, Suite 500
West Palm Beach, FL 33401

*** Via-Email ***

SMHockman@leoadaly.com

Re: Proj. 15218 MDC Phase 111 -R&R added CA services R1
(This proposal supersedes proposal dated 07-25-2023)

Dear Sean:

We are pleased to present our proposal for additional extended construction administration. The scope will include biweekly meetings, responses to RFI's and CCP's, and site visits.

Additional services include the following:

1. An additional 160 weeks were added to the construction schedule.
2. Scope of work includes biweekly meetings via Teams or a similar platform.
3. Provide responses to contractor RFI's
4. Provide comments on contractor CCP's
5. Additional visits due to corroded piping/fittings/valves boiler.
6. CCP 59 STWR Mech Rm 5009 site visit.
7. CCP 129 Horizontal and vertical RWL pipe lining.
8. CCP 136 Riser X5 fire dampers site visit.
9. CCP 149 Rev1 fire damper floor penetration.
10. CCP 150, FB-52 Smoke Control testing, will require a minimum of 2 days by 2 engineers.
11. CCP 151 motorized fire smoke dampers MP&F modifications.

Gartek Engineering Corp. will provide additional services as outlined above for a fixed fee of \$127,140.00

Work approved by you to be completed on an hourly basis will be charged at the following rates:

Principal	US\$346.74/hr
Engineer	US\$180.00/hr
CAD Designer	US\$ 84.00/hr
Misc/Other	US\$ 45.00/hr

Our fee will be invoiced and payable on a percentage of completion basis.

We will invoice in proportion to services rendered and payment will be expected within thirty (30) days. Interest on overdue accounts beyond 30 days of billing date will be charged at a rate of 1.5% per month beginning at the invoice date. Payment for services is your direct obligation and is not contingent upon any other payment schedules pursuant to other contracts or financial arrangements. If payment is not received within thirty (30) days of your receiving our invoice, we have the option to cease providing services during that time and we cannot be held responsible for costs generated by our work stoppage. The successful party to

Gartek Engineering Corporation

Miami-Dade County CBE, Broward County CBE, Florida DBE, M/WBE and SBE

Corporate Office: 7210 SW 39 Terrace • Miami, Florida 33155 • Phone (305) 266-8997 • Fax (305) 264-9496

Broward Office: 2700 N. 29 Ave • Suite 303 • Hollywood, Florida 33020 • Phone (954) 404-8100 • Fax (954) 404-8133

Palm Beach Office: 6801 Lake Worth Rd. • Suite 117 • Greenacres • FL 33467 • Phone (561) 249-3431 • Fax (561) 249-3472

www.gartek-engineering.com



Mechanical, Electrical,
Plumbing and Fire
Protection Engineers

July 1st, 2024

Mr. Sean Hockman, Leo A. Daly

Re: MDC Phase III R&R Added CA Services – Revision 1

Page 2 of 2

litigation related to this agreement will be entitled to collect legal fees. Our fee is valid provided that the approval is completed within three (3) months of the date of this proposal. For reimbursable expenses such as travel, lodging, reproduction costs or special mailing instructions, we will invoice at a multiple of 1.1 times the amount expended in the interest of the project.

Thank you for the opportunity to present this proposal. If you are in agreement with our proposal, kindly return a signed copy as authorization.

Sincerely,
GARTEK ENGINEERING CORPORATION

Yoel Puentes, P.E.
President
cc: YP:pcy

Authorized by **LEO A. DALY** for Gartek
Engineering Corp., to provide the above services:

Signed: _____

Name: _____

Title: _____

Date: _____

Gartek Engineering Corporation

Miami-Dade County CBE, Broward County CBE, Florida DBE, M/WBE and SBE

Corporate Office: 7210 SW 39 Terrace • Miami, Florida 33155 • Phone (305) 266-8997 • Fax (305) 264-9496

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www.gartek-engineering.com

Gartek		MDC Phase III R&R Added CA - R1						1-Jul-24	
Gartek Engineering Corp		PBC Project # 15218							
Position:	ENGINEER		CAD Designer		Misc/Other		TOTAL		
Rate (\$/Hour):	\$180.00		\$84.00		\$45.00				
Task	M-H	Cost	M-H	Cost	M-H	Cost	M-H	Cost	Avg. Hrly Rate
Task 3- Construction Administration									
160 weeks extended CA (40 months)	600	\$108,000	120	\$10,080	60	\$2,700	780	\$120,780	\$155
Smoke Test (2 engineers x 2 days)	32	\$5,760	5	\$420	4	\$180	41	\$6,360	\$155
Total	632	\$113,760	125	\$10,500	64	\$2,880	821	\$127,140	
								Subtotal Task 3	\$127,140
								Total	\$127,140.00



Exhibit - C

Revised June 28, 2024
Revised November 30, 2023
March 7, 2023

Mr. Sean Hockman
Senior Associate, Project Manager
1400 Centrepark Boulevard
Suite 500
West Palm Beach, FL 33401
Delivered via email: SMHockman@leodaly.com

Re: **PBC Main Detention Center Phase III R&R – Added CA
Additional Services Request
TLC Project Number: 516088**

Dear Sean:

As requested, TLC Engineering Solutions, Inc. has developed the following proposal to provide supplemental services for the referenced project.

Additional services are based on the following scope item:

1. Additional extended CA phase. An additional **160** weeks were added to construction schedule. Scope includes biweekly meetings, RFI's and additional four (4) site visits. From December 1, 2021 thru December 31, 2024.
2. **Temporary power shutdown for phase III assessment.**

TLC is prepared to provide supplemental services as outlined above for a fixed fee of **\$65,000.00**.


All other terms of our original proposal applies unless specifically modified by this proposal.

If our proposal is acceptable, please remit appropriate authorization allowing us to proceed. This authorization constitutes your commitment to pay the fee and reimbursable expenses, and represents that your firm has received approval from the client.


Please give me a call with any questions or comments.

TLC Engineering Solutions, Inc.

Authorization


Moncef M. Hadiji, PE, RCDD, LEED AP BD+C, GGP
Principal / Sr. Electrical Engineer

By: _____


Gary C. Kyueger, PE, CM, LEED AP BD+C
Vice President / Executive Director

Print Name and Title _____

Date: _____

ATTACHMENT C
PALM BEACH COUNTY
Additional CA for Phase III

Scope of work														
Task	Rate	Schematic Design Phase (Hours)	Schematic Review	DD Phase (Hours)	DD Review	50% CD's (Hours)	50% CD's Review	95% CD's / Permit (Hours)	100% Conformance Set	Bidding/Bidding RFI's	CA Calls, RFI & Submittals	CA Services 4 Site Visits	Total Hours	Amount
Electrical CAD	\$ 95.00	0	0	0	0	0	0	0	0	0	20	0	20	\$ 1,900.00
Electrical Engineer	\$ 150.00	0	0	0	0	0	0	0	0	0	80	0	80	\$ 12,000.00
Senior Engineer	\$ 175.00	0	0	0	0	0	0	0	0	0	40	48	88	\$ 15,400.00
Director	\$ 205.00	0	0	0	0	0	0	0	0	0	2	0	2	\$ 410.00
Total Electrical Fee			\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	\$21,310.00	\$8,400.00		\$ 29,710.00
Security CAD	\$ 95.00	0	0	0	0	0	0	0	0	0	4	0	4	\$ 380.00
Security Engineer	\$ 150.00	0	0	0	0	0	0	0	0	0	40	0	40	\$ 6,000.00
Senior Engineer	\$ 175.00	0	0	0	0	0	0	0	0	0	8	0	8	\$ 1,400.00
Director	\$ 205.00	0	0	0	0	0	0	0	0	0	2	0	2	\$ 410.00
Total Security Fee			\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	\$8,190.00	\$0.00		\$ 8,190.00
Telecom CAD	\$ 95.00	0	0	0	0	0	0	0	0	0	20	0	20	\$ 1,900.00
Telecom Engineer	\$ 150.00	0	0	0	0	0	0	0	0	0	80	0	80	\$ 12,000.00
Senior Engineer	\$ 175.00	0	0	0	0	0	0	0	0	0	40	0	40	\$ 7,000.00
Director	\$ 205.00	0	0	0	0	0	0	0	0	0	2	0	2	\$ 410.00
Total Telecom Fee			\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	\$21,310.00	\$0.00		\$ 21,310.00
Clerical	\$ 70.00	0	0	0	0	0	0	0	0	0	24	0	24	\$ 1,680.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Expenses			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,110.00	\$3,000.00		\$ 4,110.00
Total per phase			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52,490.00	\$8,400.00		
0														\$ 65,000.00

Ross Correctional Consulting, LLC
16234 76th Street North
Loxahatchee, Florida 33470
(561) 797-0629

(Revised June 28, 2024)
(Revised December 8, 2023)
May 18, 2023

Mr. Sean Hockman AIA, NCARB, LEED AP BD+C

Leo A. Daly
1400 Centrepark Boulevard, Suite 500
West Palm Beach, FL 33401

Re: Main Detention Center (MDC) Renewal/Replacement Project
County Project No. 15218

Dear Mr. Hockman;

The below narrative (See "I") represents my original proposal (executed with CSA # 5) for the above referenced project (East Tower Phase III) including anticipated project duration, deliverable schedule, etc. (Provided for reference). Based on our recent conversations and correspondence, I am requesting compensation for additional services due to the extended duration of the project as outlined in section "II" below (**Refer to section II for fees being requested as part of this proposal**).

- I. This proposal outlines professional services to be provided by Donald J. Ross (Consultant)-Ross Correctional Consulting for Leo A. Daly. This proposal is based on your email correspondence of January 18, 2019 and follow up phone message of April 4, 2019.

Scope of work:

The services to be provided by consultant relate to Jail Operations and Standards consulting. Consultant will act as liaison between The Palm Beach County Sheriff's Office (PBSO) and the Design Team on specified project(s). Consulting work is to be performed during Phase 3 of the Detention Facilities Renewal/Replacement project noted above. The duration of design through construction administration is assumed to be as follows: 29 weeks (schematic design through permit submittal/owner review) followed by 35 weeks construction administration for a total of 16 months.

In coordination with the Design Team and Palm Beach County Capital Improvements Division, consultant will work extensively with PBSO staff. This work will include, but will not be limited to the following:

1. Attend, schedule, facilitate meetings at varying intervals as necessary.
2. Receive, review, respond to, create, distribute various forms of correspondence and/or documentation as a result of meetings, requests, etc.
3. Discuss, establish and document operating assumptions related to changes in space, function, staffing, etc.

4. Provide information/feedback and advise on issues related to applicable correctional standards, operational effectiveness, space, logistical options, and physical plant limitations/benefits. Research and validate applicable standards and practices as necessary.
5. Appropriate site visits and follow up in order to:
 - Communicate timelines to affected staff to effectively accomplish design, construction and related tasks.
 - Assist and advise on activity (delays, problems, completions, etc.)
 - Work with appropriate staff to accomplish inmate/staff movement schedules and associated logistics during design & construction.
6. Coordinate and advise on development and timing of necessary staff training related to new technology, equipment and associated processes.
7. Coordinate with appropriate staff all necessary activities associated with construction. To include, but not limited to the following:
 - a. Fire safety issues (fire watch, etc.)
 - b. Inmate and/or staff movement restrictions.
 - c. Security clearance issues.
 - d. Other issues affecting, or potentially affecting, normal operations.
8. Assist in making, or obtaining necessary decisions from affected/responsible staff related to operations due to population changes/revisions related to space, programming, phasing, etc.
9. Continue to maintain on-going contact and open lines of communication with key/responsible staff throughout all phases of this project.

II. Additional Services Request

As per our conversation, my involvement in the project has been relatively consistent throughout regarding work product. Based on information you provided, there was at least 37 weeks of time between the permit issuance and notice to proceed with construction for phase III.

With regard to construction duration, according to your information, it is estimated that there will be an additional 160 weeks added to the 64 weeks approved for this project in the proposal to the County.

In total there are 197 weeks of support of this phase of work that was not accounted for in my original proposal which I feel should be reviewed and added to my compensation for the phase III work.

Below are some contributing factors that drove the delay(s):

The Covid-19 Pandemic
 Supply Chain Disruptions
 Unforeseen / Concealed conditions
 Additional added scope of work with additional durations
 Stop work order issued for originally permitted Phase III work in order to perform added work (e.g. B-Bldg. Pipelining)
 Amendments to the Contractors contract for added scopes of work
 The following fee breakdown has utilized the same "Task Description's" as the original proposal approved as part of CSA # 5.

The "Consultant Hours" utilize an hourly rate of \$55 per hour which is consistent with the rate used for CSA # 5.

Fee tabulation breakdown covers the project duration through December 31, 2023.

Task Description	Consultant Hours	Task Budget
Scope		
1) Meetings	410	\$22,550
2) Correspondence	360	\$19,800
3,4) Est. operational assumptions/Feedback	135	\$7,425
5) Site visits/follow up	135	\$7,425
6) Staff training	10	\$550
7) Coordinate activities	80	\$4,400
8) Operational issues	80	\$4,400
9) Maintain contact	90	\$4,950
Sub-Total	1,300	\$71,500

In consideration of the reduced level of involvement needed during the last year of Construction Administration, the fee tabulation breakdown below covers the C.A. period between December 31, 2023 thru December 31, 2024.

Task Description	Consultant Hours	Task Budget
Scope	1,300	
1) Meetings	118	\$6,490
2) Correspondence	66	\$3,630
3,4) Est. operational assumptions/Feedback	32	\$1,760
5) Site visits/follow up	32	\$1,760
6) Staff training	2	\$110
7) Coordinate activities	20	\$1,100
8) Operational issues	20	\$1,100
9) Maintain contact	22	\$1,210
Sub-Total	312	\$17,160
Combined Total	1,612	\$88,660

Thank you for your time and consideration.

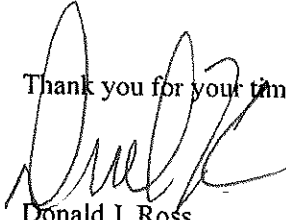

 Donald J. Ross
 Corrections Consultant

Exhibit - E

Looking back at the early timeline for the project leading into the Construction Administration Phase:

- Leo A Daly issues the MDC Phase III R/R Permit Submittal drawings dated January 31, 2020 to the County and Hedrick Brothers Construction.
- The MDC Phase III R/R Permit Submittal drawings were submitted to the Palm Beach County Building Department by Hedrick Brothers Construction on April 27, 2020.
- The first Plan Reviewer comments associated with the MDC Phase III R/R Permit Submittal drawings not provided until the middle of May 2020.
- Hedrick Brothers Construction and their Sub-Contractors began to survey the existing East Tower for the upcoming Phase III R/R scope of work as part of their Preconstruction Services toward the end of June 2020.
- The first official OAC Meeting for the MDC Phase III R/R Project was held on September 10, 2020 which coincides with date the County issued the Notice to Proceed to Hedrick Brothers Construction for mobilization, preparation and submission of Shop Drawing Submittals and site verification of system conditions and cabling pathways associated with the MDC Phase III R/R scope of work. This Notice to Proceed became Amendment # 5 to the contract between the County and Hedrick Brothers Construction. **September 10, 2020 is the start date for the Design Team's Construction Administration Phase Services associated with the timeline duration identified in this proposal.**
- On September 8, 2020 Leo A Daly provides Formal Letter of Response with Drawing Revisions associated with Plan Review - 1 to Hedrick Brothers Construction.
- On September 24, 2020 Hedrick Brothers Construction confirmed they have resubmitted the plan review revisions back to the PBC Building Department.
- On October 28, 2020 Leo A Daly provides Formal Letter of Response with Drawing Revisions associated with Plan Review - 2 to Hedrick Brothers Construction.
- On November 13, 2020 Hedrick Brothers Construction confirmed the plan review has resulted in a Permit issuance from the PBC Building Department.
- On November 17, 2020 Palm Beach County issued a Notice to Proceed to Hedrick Brothers Construction to start Construction on November 18, 2020 with a Substantial Completion Date of May 18, 2022.

- The OAC Meeting Minutes for the MDC Phase III R/R Project capture the balance of the timeline events occurring in regard to this project phase. The County has been copied on all meeting minutes associated with the project.
- Timeline Summary from Start of C.A. through projected Final Completion:
 - September 10, 2020 = 1st. Owner Architect Contractor Meeting for the Construction Administration Phase Services associated with MDC Phase III R/R Project which is the same date that the County issued the Notice to Proceed to Hedrick Brothers Construction for mobilization, preparation and submission of Shop Drawing Submittals and site verification of system conditions and cabling pathways.
 - November 17, 2020 Palm Beach County issued a Notice to Proceed to Hedrick Brothers Construction to start Construction on November 18, 2020 with a Substantial Completion Date of May 18, 2022.
 - The calendar day duration between September 10, 2020 and May 18, 2022 is: 87 weeks and 6 days.
 - The extended Construction Administration calendar day duration between May 18, 2022 and December 31, 2024 (the estimated Final Completion date identified in this proposal) is: 136 weeks and 6 days.
 - **The combined calendar day duration between September 10, 2020 and December 31, 2024 is: 224 weeks and 5 days, which exceeds the 64 week duration of Construction Administration Phase Services approved as per CSA #12 by 160 weeks (as identified on Page 2 of this proposal).**

Exhibit - F

CCP #	CCP Description	Cause/ Source Description	Additional Time	F.B. #
5R3	South Parking Lot Cameras	Owner added scope	0	41
6R1	Investigation: B Bldg Sanitary Mains, Access Points/ X-Ray	Owner added scope	0	N/A
6aR1	Investigation: B Bldg Sanitary Mains, Access Points #5,6 Alternates/ X-Ray	Owner added scope		0
8R2	SS Coping in Lieu of Prefinished Aluminum REV2	Owner / PBSO requested change	0	0
11R1	Key Switches: SallyPort Gate & SallyPort Overhead Garage Door	Temporary infrastructure allowed for PBSO to maintain operations and control	0	13
12R2	RFI #206: Control Room Pendant Lights	Unforeseen / Concealed Conditions (Non-code compliant)	0	7
13R2	RFI #215: Corroded Cold Water Boiler Piping/ Fittings & Valves	Unforeseen / Concealed Conditions	0	0
14	SallyPort Camera: RFI #223	Unforeseen / PBSO added scope (Future camera to now)	0	15
19R1	RFI #236: Attorney Room Duress Buttons, Re-Feed	Unforeseen / Concealed Conditions	0	29
20R1	RFI #239/ 266: Penthouse Duct/ MEP Clash	Unforeseen / Concealed Conditions	15	24
21R1	Leaking Domestic Water Valves	Unforeseen / Concealed Conditions	0	8
22	East Tower - Video Inspection of (7) Storm Water Vertical Stacks	Unforeseen / Concealed Conditions / G.C. Due Diligence	0	14
23R1	RFI #225: Rusted Fire Sprinkler Pipe, Level 1 Control Room & Below	Unforeseen / Concealed Conditions	0	23
24R2	RFI #243: Proposed Intercom Re-Wire	Unforeseen / Concealed Conditions	0	9a
25	RFI #222: SallyPort Camera - East Tower	PBSO Added scope out of area	0	15
26	RFI #240/ 251: B-Wing Access Panels & SM-EF-3 Shaft Fire Dampers	Unforeseen / Concealed Conditions	0	17/19
27	E-TWR Connector Window Wall (CMU/ Replace HM) ORDER OF MAGNITUDE BUDGET ONLY	Owner added scope	0	N/A
30	Preconstruction: E-TWR Connector, Window Wall	Owner added scope	0	N/A
32	B-Wing Stair Pressurization Rm Changes: RFI #224	Unforeseen / Concealed Conditions	0	11
33R2	RFI #242: Electrical Panels & Transformer (C6, CH6 and T-CH6): Relocation	A.H.J. Req'd. in Field / Unforeseen Condition	0	25
36R6	Dentation Doors/ Frames Contract: Budget Revision	Unforeseen / Concealed Conditions associated with level of deterioration of existing doors beyond what PBC Facilities described as well as what the deterioration control contractor would stand behind in I-3 setting.	75	3
40	RFI #265: Penthouse VFD Relocation	Unforeseen / Concealed Conditions, A.H.J. Req'd. in Field	0	17
41R1	RFI #282: Mechanical Room Height & Beam Adjustments	Unforeseen / Concealed Conditions	0	16
42	RFI #263: ETWR: Control Room Existing Lights	Unforeseen / Concealed Conditions (New FCU's larger than existing "not like for like")	0	7a
43R1	RFI #295: Stairwell Structural Details for ST-PF Fan 1: HVAC Opening	Unforeseen / Concealed Conditions	0	0
45	RFI #286: Local Manual Door Override Control Cabinets (MOR): Electrical Mode	Unforeseen / Concealed Conditions		20
45R1	RFI #286: Local Manual Door Override Control Cabinets (MOR): Decommission	Unforeseen / Concealed Conditions	0	0
46	RFI #283: Damper Installation: B-Wing S/R, C-1 thru C-6	Unforeseen / Concealed Conditions	0	0
47R1	RFI #284: Penthouse Structural Details: HVAC Openings	Unforeseen / Concealed Conditions	0	31
47aR1	RFI #284: Stucco Repairs at PH HVAC Openings Struct Enhancement	Unforeseen/ Concealed Conditions		31
47bR1	RFI #284: Painting Stucco Repairs at PH HVAC Openings Struct Enhancements	Unforeseen/ Concealed Conditions		31
49	RFI #293: Louver Elevations & Structural Details at SallyPort	Unforeseen / Concealed Conditions	0	31
50	RFI # 289: EF-C6: Ductwork Riser Size/ Configuration & Existing Openings	Scope called for per C.D.'s required more work than assumed in G.C. qualifications (assumed same duct size) / Unforeseen Concealed conditions	0	0
51R1	RFI #247: Dayroom Motorized Damper Security Screens	Unforeseen / Concealed Conditions	0	30
54	RFI #294: Curb Adapters - Smoke Exhaust Fans	Unforeseen / Concealed Conditions which did not match record drawings	0	31
57R1	RFI #304: South Tower Mechanical Room 5009 - HHW S/ R Piping Sizes	Unforeseen / Concealed Conditions piping sizes 2-1/2" vs 2") larger than record drawings	0	36
58R1	RFI #308: South Tower Mechanical Room 5009 - CHW S/ R Piping Sizes	Unforeseen / Concealed Conditions piping sizes 4" vs 3") larger than record drawings	0	36
59R3	RFI #274/ 322: STWR Mech Rm 5009 (Shaft Wall Soffits), Bathroom Detwrk/ Clgs	Scope called for per C.D.'s required more work than assumed in G.C. qualifications (rated ceilings & soffits needed to allow the existing security bars remain in place) Unforeseen / Concealed Conditions	27	40
59a	RFI #322: Painting - STWR Mech Rm 5009 Adjacent Bathroom Ceilings	Unforeseen / Concealed Conditions		0

CCP #	CCP Description	Cause/ Source Description	Additional Time	F.B. #
60	East Tower - Pipe Lining of (7) Storm Water Vertical Roof Stacks	Unforeseen / Concealed Conditions / Owner added scope	0	0
62R1	RFI #297: South Tower Mechanical Room: 6x6 Exhaust Duct	Unforeseen / Concealed Conditions	0	0
63R1	RFI #299: STWR Mechanical Rooms - Thru-Floor Supply Duct	Unforeseen / Concealed Conditions	0	0
64R4	RFI #312: East Tower Existing Intercom Hardware: Substation Type, Field Devices	Unforeseen / Concealed Conditions	82	9b
67R1	RFI #320: AHU-1 Exterior Duct Enclosure & Associated HT-FDs/ Security Screens	Unforeseen/ Concealed Condition	0	35
69R5	RFI #318: Smoke Control System	Unforeseen/ Concealed Condition	53	34
71R1	RFI #317: East Tower: Existing C-Wing Stairwell Cracks	Unforeseen/ Concealed Condition / Added scope	0	0
73R2	Material Lift: Power Requirements, 0001-144000-0	Unforeseen/ Concealed Condition / Existing installation does not meet current code.	0	0
76R1	RFI #325: Hollow CMU: AHU-1 Vertical Duct/ Enclosure	Unforeseen Condition	0	0
77R1	RFI #313: Elevator Machine Room	Unforeseen Condition	0	0
78	RFI #328: East Tower Sanitary Vent	Unforeseen / Concealed Condition	0	0
79	RFI #331: CR Smoke Exhaust Duct/ Existing Fire Protection Clash	Unforeseen / Concealed Condition	0	0
81R1	RFI #330: Penthouse - Fire Alarm Relocations/ Additions	Unforeseen / Concealed Conditions (Non-code compliant)	0	0
84	VMS - Delete NX400 NVR's/ Add VI Windows Based Server (Budget)	Owner / PBC ESS Requested Change		0
86R1	Video Inspection: ETWR Horizontal RWL Piping	Owner added scope		0
87	RFI #241: Atty Rm CHW Connections at Interstitial Space	Unforeseen/ Concealed Condition		0
88R1	Video Inspection: ETWR, 39 Sanitary Vertical Stacks	Owner added scope		0
89R1	Key Control/ Gun Locker Camera	PBSO added scope		0
90	South Tower Elevator Intercoms	PBC ESS Requested Change		0
91	RFI #336: Fan Coil Unit Hanging too Low	Unforeseen / Concealed Condition		7b
98R1	RFI #344: Detention Control Override Panels: Existing Wiring/ Terminations	Unforeseen / Concealed Condition		0
99R4	Courts Cameras	PBC ESS Requested Change		42
102R1	Video Inspect RWL: ETWR to STWR Connector Roof	Owner added scope		0
GMP	ETWR: Vertical Sanitary Pipelining H.B. Amendment # 9	Owner added scope		0
108R4	RFIs 301, 326, 329, 337 & 338: X4-6, X9-10 Modifications	Scope called for per C.D.'s required more work than assumed in G.C. qualifications (assumed same duct size) / Unforeseen Concealed conditions	20	32
109	RFI #348: Hollow CMU: AHU-2 Vertical & Horizontal Duct Enclosure	Unforeseen / Concealed Condition		0
110R3	EIFS Repair: South Tower, Windstorm Damage	Owner added scope		45
111R1	RFI #347: STWR Mech Rm 5009, RFI #274 Cont'd - Ext of Horiz Rtd Membrane Cig at Chase	Unforeseen / Concealed Condition		40d
114R1	RFI #351: STWR Mech Rm 5009: MFSD Insulation Wrap	Unforeseen / Concealed Condition		40b
115R1	South Tower, Level 5A: Mold Remediation	Owner added scope		43
116R1	RFI #350: Transformer Relocations	Owner added scope		44
GMP	B Bldg: Sanitary Main Pipelining H.B. Amendment # 7	Owner added scope		0
118R5	PBSO IT Infrastructure: ETWR	Owner / PBSO IT added scope		49
121	East Tower SallyPort Ceiling	Owner added scope		0
124R1	STWR Mech Rms 7009/ 9009: Shaft Wall Soffits/ Ceilings: Material	Unforeseen / Concealed Condition		40a
126	Additional Master Mics - East & South Towers	PBSO added scope		46
127	Outlet Covers - ETWR Control Rooms	PBSO added scope		47
133	Firestop System: STWR Mech Rm 5009, SW Soffits, Exist Pipe Penetrations	Unforeseen / Concealed Condition		40c
136R2	RFI #362/ 365: Partition Block: Infill Details	Unforeseen / Concealed Condition		0
137	RFI #364: A-Wing Dayroom TV Locations	Unforeseen / Concealed Condition		0
138	Fixed Detention Table Units: SS Cladding (Sample)	Owner added scope		0
139	RFI 366: Fire Command Rm-Demo/Relocate for New Fireman Override Cntrl Pnl's	Owner / PBC ESS Fire added scope		0
140	West Tower: SallyPort/ Fire Command Roof: TAS 105 Testing	Owner added scope		
141	West Tower: TAS 105 Testing	Owner added scope		0
142	Fixed Detention Table Units: SS Cladding (WTWR-Sample, Modified)	Owner added scope		
143	Selective Wall Demolition: ETWR RWL Horizontal Piping	Owner added scope		
145R1	STWR Mech Rms Lvl's 7009/ 9009: ESS Verifications	Owner / PBC ESS Fire added scope		0
146R1	ETWR Fixed Detention Table Units: SS Cladding (with Approved Modifications), RFI #369	Owner added scope		0
147R2	Upper East Recreation Yard - Detention Items	Owner / PBSO added scope		55
149R2	RFI #373: South Tower Mechanical Room 7009	Unforeseen / Concealed Condition	135	54
149a	RFI #373: South Tower Mechanical Room 7009	Unforeseen / Concealed Condition		54
150R2	Revised Smoke Control Sequence of Operations	Unforeseen / Concealed Condition		
151R1	South Tower Mechanical Room 9009	Unforeseen / Concealed Condition	150	54

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: MDC Phase III R / R - Additional C.A. SOLICITATION/PROJECT/BID NO.: 15218
 SOLICITATION OPENING/SUBMITTAL DATE: 10/2/2024 COUNTY DEPARTMENT: FDO/CID

Section A PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT* ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: Leo A Daly, LLC ADDRESS: 1400 Centrepark Blvd. - Suite 500, West Palm Beach, FL 33401
 CONTACT PERSON: Sean M. Hockman PHONE NO.: 561-688-2111 E-MAIL: SMHockman@leoadaly.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: ~~\$ 309,285.00~~ \$ 313,005.00 Non-SBE MBE WBE SBE
 *SMWBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Section B PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
1. TLC Engineering Solutions 7370 Cabot Ct Suite 103 Melbourne, FL 32940 (321)636-0274	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$ 65,000.00		
2. Gartek Engineering Corp. 4723 W Atlantic Ave # A18 Delray Beach, FL 33445 (561) 249-3431	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		\$ 127,140.00				
3. Ross Correctional Consulting 16234 76th Street North Loxahatchee, FL 33470	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$ 88,660.00		
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

(Please use additional sheets if necessary)

Total \$ 127,140.00 \$ 151,660.00

Total Bid/Offer Price \$ 593,805.00

Total Certified S/M/WBE Participation \$ \$ 127,140.00

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

- Note:**
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
 - 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 - Additional C.A.

Prime Contractor: Leo A. Daly, LLC Subcontractor: TLC Engineering Solutions

(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
	TLC Engineering Solutions to provide Electrical and Technology Engineering Services associated with the additional scope and extended C.A. Phase Services related to the Phase III R/R Project at the Main Detention Center.				\$ 65,000.00
	Refer to Consultant Proposal for additional narrative (Ref. Exhibit-C)				

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: \$ 65,000.00

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.

N/A

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: N/A

Leo A. Daly, LLC

Print Name of Prime

By: 
Authorized Signature

Sean M. Hockman

Print Name

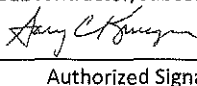
Senior Associate

Title

Date: 10/22/2024

TLC Engineering Solutions

Print Name of Subcontractor/subconsultant

By: 
Authorized Signature

Gary C. Krueger

Print Name

P.E., C.M. LEED AP BD+C Principal / Division Director

Title

Date: 10/22/2024

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 - Additional C.A.

Prime Contractor: Leo A. Daly, LLC Subcontractor: Gartek Engineering Corp.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): ~~11/17/2020~~
5/17/2024 - 5/16/2027

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 type="checkbox"/> Caucasian American	<input checked="" type="checkbox"/> Supplier
	<input checked="" type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

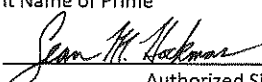
S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or 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.

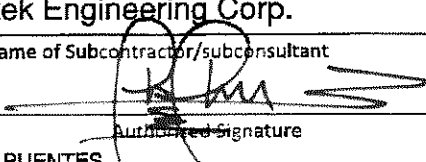
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Gartek Engineering Corp. to provide Mechanical, Plumbing, and Fire Protection				\$ 127,140.00
	Engineering Services associated with the additional scope and				
	extended C.A. Phase Services related to the Phase III R/R Project				
	at the Main Detention Center.				
	See proposal dated July 1, 2024 for more details.				
	Refer to Consultant Proposal for additional narrative (Ref. Exhibit-B).				

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: \$ 127,140.00

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.

Name of 2nd/3rd tier Subcontractor/subconsultant _____ Price or Percentage: _____

Leo A. Daly, LLC
 Print Name of Prime
 By: 
 Authorized Signature
Sean M. Hockman
 Print Name
Senior Associate
 Title
 Date: 10/22/2024

Gartek Engineering Corp.
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
YOEL PUENTES
 Print Name
President
 Title
 Date: 10-22-24

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: 15218

SOLICITATION/PROJECT NAME: MDC Phase III R / R - Additional C.A.

Prime Contractor: Leo A. Daly, LLC Subcontractor: Ross Correctional Consulting, LLC

(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 type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

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Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Provide Correctional Consulting Services to the Design Team				\$ 88,660.00
	and serve as the lead point of contact / liaison between the				
	Design Team and PBSO during the				
	extended Construction Administration Phase Services				
	related to the Phase III R/R Project at the Main Detention Center.				
	Refer to Consultant Proposal for additional narrative (Ref. Exhibit-D)				

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: \$ 88,660.00

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, LLC
 Print Name of Prime
 By: 
 Authorized Signature
Sean M. Hockman
 Print Name
Senior Associate
 Title
 Date: 10/22/2024

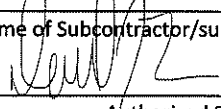
Ross Correctional Consulting, LLC
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
Donald J. Ross
 Print Name
Corrections Consultant
 Title
 Date: 10/22/2024

EXHIBIT E

CONFLICT OF INTEREST DISCLOSURE FORM

ENGINEER 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.)

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

ENGINEER 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 ENGINEER'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 ENGINEER 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 ENGINEER.

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

THIS DISCLOSURE is submitted by William A Hanser
as
Managing Principal (Name of Individual) LEO A DALY
(Title/Position) of (Firm Name of ENGINEER)

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.

(Signature) 8.19.15
(Date)

EXHIBIT E

CONFLICT OF INTEREST DISCLOSURE FORM

ENGINEER 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

N/A

N/A

(Attach additional sheets as needed.)

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

ENGINEER 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 ENGINEER'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 ENGINEER 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 ENGINEER.

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

THIS DISCLOSURE is submitted by GARY C. KRUEGER

as

PRINCIPAL/ VICE PRESIDENT, of TLC ENGINEERING FOR ARCHITECTURAL
(Title/Position) (Name of Individual) (Firm Name of ENGINEER)

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.

Gary C. Krueger 8/19/15
(Signature) (Date)

EXHIBIT E

CONFLICT OF INTEREST DISCLOSURE FORM

ENGINEER 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.)

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

ENGINEER 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 ENGINEER'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 ENGINEER 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 ENGINEER.

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

Robert L. Betancourt, P.E., LEED AP

THIS DISCLOSURE is submitted by _____, as

(Name of Individual)

President

Gartek Engineering Corporation

(Title/Position)

of

(Firm Name of ENGINEER)

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.


(Signature)

August 19, 2015

(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:

None

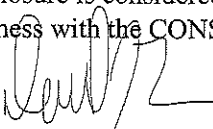
(Attach additional sheets as needed.)

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:) Donald Ross, as (Title/Position:) Owner of (Name of Firm:) Ross Correctional Consulting 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

11/12/2024

Date



CERTIFICATE OF LIABILITY INSURANCE

1/1/2026

DATE (MM/DD/YYYY)

12/13/2024

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, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1079765 LEO A DALY 1400 CENTREPARK BLVD., SUITE 500 WEST PALM BEACH FL 33401	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Continental Insurance Company	NAIC # 35289
	INSURER B: American Casualty Company of Reading, PA	20427
	INSURER C: National Fire Insurance Co of Hartford	20478
	INSURER D: Travelers Casualty and Surety Co of America	31194
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 17808846 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	Y	N	7094841932	1/1/2025	1/1/2026	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 OTHER: \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	BUA 7094841929	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
A D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	N	CUE 7095075800 EX-A6220457	1/1/2025 1/1/2025	1/1/2026 1/1/2026	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 OTHER: \$ XXXXXXXX
B C	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	N/A	WC 7094841946 WC 7094841963	1/1/2025 1/1/2025	1/1/2026 1/1/2026	<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)
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS, C/O FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND UMBRELLA/EXCESS LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER	CANCELLATION See Attachments
17808846 PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS C/O CAPITAL IMPROVEMENTS DIVISION 2633 VISTA PARKWAY WEST PALM BEACH FL 3311-5604	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

CNA PARAMOUNT

**Changes - Notice of Cancellation or Material
Restriction Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
STOP GAP LIABILITY COVERAGE PART
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK
DEPARTMENT OF TRANSPORTATION

SCHEDULE

Number of days notice (other than for nonpayment of premium): 30
Number of days notice for nonpayment of premium: 10

Name of person or organization to whom notice will be sent: PER SCHEDULE ON FILE

Address: PER SCHEDULE ON FILE

[If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.]
It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the policy period, the insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA74702XX (1-15)
Policy No. 7094841932

CNA

CNA PARAMOUNT
Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed
Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such written contract; or
B. In the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:

1. The written contract requires you to provide the additional insured such coverage; and
2. This Coverage Part provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the written contract; or
2. A higher limit of insurance than what you are required to provide by the written contract. Any coverage granted by this Paragraph.

I. shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such written contract; or
B. In the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:

1. The written contract requires you to provide the additional insured such coverage; and
2. This Coverage Part provides such coverage.

III. But if the written contract requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 1001 edition of CG2037; or
B. Additional insured coverage with "arising out of" language; then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required

by written contract to add as an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

IV. But if the written contract requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

V. The insurance granted by this endorsement to the additional insured does not apply to bodily injury, property damage, or personal and advertising injury arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

VI. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this Coverage Part:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a written contract requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured. But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended with the addition of the following: Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the claim; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer

receives written notice of a claim from the additional insured.

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

A. Was executed prior to:

1. The bodily injury or property damage; or
2. The offense that caused the personal and advertising injury; for which the additional insured seeks coverage; and

B. Is still in effect at the time of the bodily injury or property damage occurrence or personal and advertising injury offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (3-22)
Policy No. 7094841932

CNA PARAMOUNT

**Waiver of Transfer of of Recovery Against
Others to the Insurer Endorsement**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

As required by written contract, agreement, or permit.

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

Under COMMERCIAL GENERAL LIABILITY CONDITIONS, it is understood and agreed that the
condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended by the
addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any
right of recovery the Insurer may have against such person or organization because of payments
the Insurer makes for injury or damage arising out of the Named Insured's ongoing operations or
your work included in the products-completed operations hazard.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the
designated Insurers, takes effect on the effective date of said Policy at the hour stated in said
Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75008XX (10-16)

Policy No: 7094841932

Effective Date: 1/1/2025

Insured Name: LEO A DALY

ADDITIONAL NAMED INSURED: Leo A. Daly, LLC.

ATTACHING TO AND FORMING PART OF POLICY NO. LDUSA2304566

ISSUE TO: Leo A. Daly, LLC. and as more fully described in the Policy

ISSUED BY: Underwriters at Lloyd's, London

EFFECTIVE: 12:01 am Standard Time on 1 July, 2023

Endorsement Number: 19

LIMITED AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed as follows:

- (1) Underwriters authorize Lockton Companies LLC the ("Certificate Issuer") to issue **Certificates of Insurance** at the request or direction of the **Insured**. It is expressly understood and agreed that, subject to Paragraph (2) below, any **Certificate of Insurance** so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Underwriters, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any **Certificate of Insurance** on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.
- (2) Notwithstanding Paragraph (1) above, such **Certificates of Insurance** as are authorized under this endorsement may provide that in the event the Underwriters cancel or non-renew this Policy or in the event of a **Material Change** to this Policy, Underwriters shall mail written notice of such cancellation, non-renewal, or **Material Change** to such Certificate Holder within a specified period of time; provided, however, that the Insurers shall have not be required to provide such notice more than 60 days prior to the effective date of cancellation, non-renewal, or a **Material Change**. The **Insured** shall provide written notice to the Underwriters of all Certificate Holders and the number of days' written notice of cancellation, non-renewal, or **Material Change**, if any, specified in each **Certificate of Insurance** (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, and (iii) within 10 days of receipt of a written request from Insurers. Insurers' obligation to mail notice of cancellation, non-renewal, or a **Material Change** as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Insured has provided the foregoing written notice to the Insurers.
- (3) It is further understood and agreed that Underwriters' authorization of the Certificate Issuer under this endorsement is limited solely to the issuance of **Certificates of Insurance** and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Underwriters or bind the Underwriters for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any **Certificate of Insurance** pursuant to this endorsement.
- (4) As used in this endorsement:
 - (i) **Certificate of Insurance** means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the **Insured**.
 - (ii) **Material Change** means an endorsement to or amendment of this Policy after issuance of this Policy by the Underwriters that restricts the coverage afforded to the **Insured**,

All other terms and conditions of the Policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2025

7/25/2024

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 kcasu@lockton.com	CONTACT NAME: _____	FAX (A/C, No): _____
	PHONE (A/C, No, Ext): _____	E-MAIL ADDRESS: _____
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED LEO A. DALY LLC 1057787 8600 INDIAN HILLS DRIVE OMAHA NE 68114-4039	INSURER A : Lloyds of London	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** 19725225 **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 type="checkbox"/> PRO-JECT <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 OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS 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 <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			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	LDUSA2404566	7/1/2024	7/1/2025	\$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)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 RE: ALL PROJECTS.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

19725225
 PALM BEACH COUNTY
 C/O CAPITAL IMPROVEMENTS DIVISION
 2633 VISTA PARKWAY
 WEST PALM BEACH FL 33411-5603

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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ADDITIONAL NAMED INSURED: Leo A. Daly, LLC.

ATTACHING TO AND FORMING PART OF POLICY NO. LDUSA2304566

ISSUE TO: Leo A. Daly, LLC. and as more fully described in the Policy

ISSUED BY: Underwriters at Lloyd's, London

EFFECTIVE: 12:01 am Standard Time on 1 July, 2023

Endorsement Number: 19

LIMITED AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed as follows:

- (1) Underwriters authorize Lockton Companies LLC the ("Certificate Issuer") to issue **Certificates of Insurance** at the request or direction of the **Insured**. It is expressly understood and agreed that, subject to Paragraph (2) below, any **Certificate of Insurance** so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Underwriters, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any **Certificate of Insurance** on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.
- (2) Notwithstanding Paragraph (1) above, such **Certificates of Insurance** as are authorized under this endorsement may provide that in the event the Underwriters cancel or non-renew this Policy or in the event of a **Material Change** to this Policy, Underwriters shall mail written notice of such cancellation, non-renewal, or **Material Change** to such Certificate Holder within a specified period of time; provided, however, that the Insurers shall have not be required to provide such notice more than 60 days prior to the effective date of cancellation, non-renewal, or a **Material Change**. The **Insured** shall provide written notice to the Underwriters of all Certificate Holders and the number of days' written notice of cancellation, non-renewal, or **Material Change**, if any, specified in each **Certificate of Insurance** (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, and (iii) within 10 days of receipt of a written request from Insurers. Insurers' obligation to mail notice of cancellation, non-renewal, or a **Material Change** as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Insured has provided the foregoing written notice to the Insurers.
- (3) It is further understood and agreed that Underwriters' authorization of the Certificate Issuer under this endorsement is limited solely to the issuance of **Certificates of Insurance** and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Underwriters or bind the Underwriters for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any **Certificate of Insurance** pursuant to this endorsement.
- (4) As used in this endorsement:
 - (i) **Certificate of Insurance** means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the **Insured**.
 - (ii) **Material Change** means an endorsement to or amendment of this Policy after issuance of this Policy by the Underwriters that restricts the coverage afforded to the **Insured**,

All other terms and conditions of the Policy remain unchanged.

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 LEO A. DALY, LLC
(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.**



William A Hanser Digitally signed by William A Hanser
DN: c=US, o=9915, ou=81, email=

(signature of officer or representative)

William A. Hanser, Vice President, Managing Principal

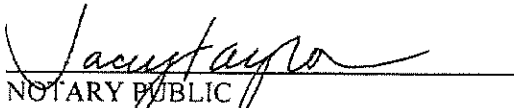
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization
this, 9th day of October, 2024, by William A. Hanser

Personally known OR produced identification .

Type of identification produced _____


NOTARY PUBLIC

My Commission Expires:

State of Florida at large

(Notary Seal)



JACEY TAYLOR
Commission # HH 050881
Expires October 31, 2024
Bonded Thru Budget Notary Services