Meeting Date: July 2, 2019
Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Consultant Services Authorization (CSA) No. 12 with Leo A. Daly Company (R2015-1459) to provide architectural/engineering services for the East and South Tower of the Main Detention Center Phase 3 Renewal/Replacement project located at 3228 Gun Club Road in West Palm Beach in the amount of $1,152,891. The period of service shall be 800 calendar days or until the construction achieves final completion.

Summary: CSA No. 12 authorizes the next phase of design services for the renewal/replacement of 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 in accordance with Leo A. Daly’s proposal dated June 3, 2019. The construction cost for this phase of the work is estimated at $15.2M. The solicitation for design professionals for this multi-phase project was advertised on May 31, 2015 according to the SBE Ordinance in place at the time, The Small Business Enterprise goal established by the SBE Ordinance was 15%. SBE participation under this CSA is 33.3%. Overall SBE participation on this contract is 22.6%. Funding for this project is from Infrastructure Sales Tax. Leo A. Daly is a national business with a Palm Beach County office and will be using Palm Beach County subconsultants for a majority of the work. (Capital Improvements Division) Countywide/District 2 (LDC)

Background and Justification: The Board approved on October 20, 2015, the contract for Leo A. Daly for planning and design services associated with the PBSO Detention Facilities Renewal/Replacement projects which includes the PBSO MDC Renewal/Replacement project. Previous CSAs with Leo A. Daly Company authorized condition assessments of the facilities, assistance with selecting an access control vendor for detention facilities, design and construction administration services for the Main Detention Center Electronic Systems Renewal/Replacement project, and design and construction services for the West Detention Center Renewal/Replacement project. The East and South Tower are the next facilities in the sequence of facilities to go through the renewal/replacement process.

Attachments:
1. Location Map
2. Budget Availability Statement
3. CSA No. 12
4. Leo A. Daly Contract History

Recommended by: [Signature]
Department Director

Approved by: [Signature]
County Administrator

Date 6/12/19
Date 6/26/19
## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

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**# ADDITIONAL FTE POSITIONS (Cumulative)**

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<th>Is Item Included in Current Budget:</th>
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**Budget Account No:** Fund 3950 Dept 411 Unit B594 Object 4907

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

Funding for this project is from the Infrastructure Sales Tax.

- **Design** $1,152,891
- **Staff Charges** $36,120
- **TOTAL** $1,189,011

## III. REVIEW COMMENTS

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

- [Signature]

### B. Legal Sufficiency:

- Assistant County Attorney

### C. Other Department Review:

- [Signature]

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

Project No: 15218  
Project Name: Detention Facilities R/R - Main Detention Center

ATTACHMENT 1
BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 06/03/19  REQUESTED BY: Mike McPherson  PHONE: 233-0278

PROJECT TITLE: Detention Facilities Renewal/Replacement – MDC Phase III East & West Tower
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT:  
REQUESTED AMOUNT: $1,189,011  
CSA or CHANGE ORDER NUMBER: CSA #12

LOCATION: DESCRIPTION OF WORK/SERVICE LOCATION:
PROJECT/W.O. NUMBER: 15218

CONSULTANT/CONTRACTOR: Leo A. Daly

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:
Professional services shall include design 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.

CONSTRUCTION $  
PROFESSIONAL SERVICES $1,152,891  
STAFF COSTS* $ 36,120  
EQUIP. / SUPPLIES $  
CONTINGENCY $  
TOTAL $1,189,011

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

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

FUND:  DEPT:  UNIT:  OBJ:

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

- Ad Valorem (Amount $ )  - Infrastructure Sales Tax (Amount $1,189,011 )
- State (source/type: ________________________________ Amount $ )  - Federal (source/type: ________________________________ Amount $ )
- Grant (source/type: ________________________________ Amount $ )  - Impact Fees: (Amount $ )
- Other (source/type: ________________________________ Amount $ )

Department: ________________________________

BAS APPROVED BY: ________________________________  DATE 06/19

ENCUMBRANCE NUMBER: ________________________________

ATTACHMENT 2
This consultant services authorization is for professional design services for the Main Detention Center East and South Tower project located at 3228 Gun Club Road in West Palm Beach.

Professional services shall include 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.

Due to the age of the east tower (30+ years) and the change in operations, many of the systems and equipment need replacement, modification and/or repair.

SBE participation for this Authorization is 33.3%. When added to the Consultant's participation to date, the resulting SBE participation is 22.6%. The Consultant's contract goal is 15%.
CONSULTANT SERVICES AUTHORIZATION
LEO A. DALY COMPANY

DETENTION FACILITIES RENEWAL/REPLACEMENT
(EAST & SOUTH TOWER)
PROJECT NO. 15218
DISTRICT NO. 2

THIS AUTHORIZATION NO. 12 to the Contract dated 10/20/15 (R2015-1459) (the “Contract”) between Palm Beach County and the Consultant identified herein is for the Consultant Services described in Item 4 of this Authorization.

1. CONSULTANT: LEO A. DALY COMPANY

2. History: CSA Amount Approval Date Approved By
   CSA #1 $17,405 11/24/15 AW
   CSA #2 $10,590 1/11/16 AW
   CSA #3 $27,169 5/18/16 AW
   CSA #4 $573,281 6/21/16 BCC
   CSA #5 $578,496 03/14/17 BCC
   CSA #6 $11,604 05/06/17 AW
   CSA #7 $434,075 05/01/18 BCC
   CSA #8 ($45,313) 05/18/18 AW
   CSA #9 $24,860 06/2/18 AW
   CSA #10 $36,806 08/13/18 AW
   CSA #11 $34,078 08/17/18 AW

3. Services completed to date: CSA No. 1 - 5 authorized condition assessment services and design services at existing Main Detention Center East, West and South Towers and WDC Pods A & B. Additionally, programming and schematic design services for renewal 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 will authorize construction administration services for the MDC Phase 2 Renewal/Replacement - 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 Renewal and Replacement. 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.

4. Description of Services to be provided by Consultant: Professional services shall include 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, as detailed on the attached revised proposal dated June 4, 2019.

CSA form revised 05/13/19 Non-Federal
5. **Compensation:** The compensation to be paid to the Consultant for the requested services shall be:

   Lump Sum charge of **$1,152,891**

6. **This Authorization may be terminated by the County without cause or prior notice.** 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.

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

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

8. All terms, conditions, and obligations of the original Contract shall remain in full force and effect, unless specifically noted as follows: No changes.

9. **Time of Commencement:** Consultant shall begin work promptly on the requested services upon receipt of this executed document which shall constitute official “**Notice to Proceed**”.
IN WITNESS WHEREOF, this Authorization is accepted, subject to the terms and conditions of the aforementioned Contract.

ATTEST:
SHARON R. BOCK, CLERK & COMPTROLLER

By: __________________________
    Deputy Clerk

Palm Beach County,
A Political Subdivision of the State of Florida
Board of County Commissioners

By: __________________________
    Mack Bernard, Mayor

Approved as to form
And legal sufficiency

By: __________________________
    County Attorney

Approved as to terms
And conditions

By: __________________________
    Director - FD&O

WITNESS:

[Signature]

[Name (type or print)]

Consultant: Leo A. Daly Company

[Signature]

[Name (type or print)]

[Title]

(Corporate Seal)

CSA form revised 05/13/19 Non-Federal
Dear Mr. McPherson:

LEO A DALY is pleased to present this proposal to provide professional services for the Phase III - Renewal / Replacement scope of work at the Main Detention Center located at 3228 Gun Club Road, West Palm Beach, Florida 33406. Our proposal agreement is provided hereafter.

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

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

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

Refer to the top of the next page for the Project Scope which includes a scope document from PBC CID, as well as additional scope items previously associated with the “East Tower” of the Phase II – Electronics Project.
I. PROJECT SCOPE

Provide Professional Services associated with the Phase III Renewal / Replacement scope of work as defined by PBC CID (scope document from PBC CID inserted below) at the East and South Towers of the Main Detention Center located at 3228 Gun Club Road, West Palm Beach, Florida 33406.

East Tower Scope

- Overhaul Deluge System (3 valves per floor x 6 floors)
- Paint Doors, Cells, Bars, & Etc.
- Security Hardware
- Replace Catwalk Security Screening (at Mezzanine Levels 2, 4, & 6 around central core @ A, B, and C)
- Replace Roofing (utilize Prefinished Alum. Flashing, Color: PBSO Green)
- Replace Boilers (Location: East Tower at Penthouse Level)
- Replace AHU’s
- Replace Roof Supply / Exhaust Fans
- Replace & Repair Doors and Frames as necessary (locations verified during 4/23 walk-through with Leo A. Daly, PBC CID, PBSO, & PBC Facilities)
- HVAC Replacement (Place Holder)
- Replace / Refurbish (1) dumbwaiter (Location: Corridor to East Tower connector up half a level up to Level 1 Landing East Tower)
- Replace Sallyport Exterior Overhead Coiling Door (Location: East Side-East Tower)

The Phase III East Tower scope related to the security electronics (Previously developed under the Phase II - Electronics Project) will be reformatted and brought into this project deliverable. The scope defined in the Construction Documents will be consistent with the original (East Tower) Phase II Scope, prior to the South Tower Electronics scope reduction (Refer to bullet points below for general highlights of this scope).

- Remove existing Detention Control Locking panels and relays and replace with new integrated detention control PLC’s
- Provide and install new detention control primary and secondary control workstations and monitors
- Provide and install CCTV cameras with vandal resistant housing, new DVR’s, and associated infrastructure
- Remove existing analog intercom call stations and replace with new IP based intercom system
- Expand fiberoptic backbone and integrate with south tower infrastructure
- Expand UPS capabilities and expand electrical and emergency power circuiting to support new detention control and CCTV systems and network switches
- Provide new data racks and cabinets as necessary for new systems noted above
- Provide and install new GPS clocks capable of being synchronized to south tower simplex master.

In order to support the findings produced in Gartek’s East Tower HVAC Analysis performed in advance of the Phase III Renewal / Replacement scope, it has been determined that an extensive redesign of the existing HVAC system is required.
As part of the new mechanical requirements, two dedicated outside air handler units will be required. New mechanical spaces / rooms shall be created or accommodated within the existing building to support the new units, shafts, and associated equipment and controls. Additionally, two new mechanical rooms for stair pressurization equipment at two of the three wings of the existing East Tower will also be required, in addition to utilities infrastructure to support new mechanical equipment defined in Gartek proposal (Ref. Exhibit – B). A sketch identified as SK-1 depicts the conceptual layout at Level 1 of the East Tower has been attached herein for reference.

Based on the above noted aspects of the R / R work, the consultant team has been expanded to include associated Structural Engineering, expanded Electrical Engineering for infrastructure support of new and modified Mechanical Equipment and Controls, as well as Architectural Design and Coordination service between all disciplines.

Refer to next page for continued scope narrative associated with the South Tower Renewal / Replacement associated with Phase III.

**South Tower Scope**

- South Tower – Deputy Station flooring and Millwork (As discussed at the 4/23 walkthrough PBC Facilities has a document that identifies which locations are in need of new Plastic Laminate, per PBSO this shall be done after all equipment replacements have occurred as openings in countertops are changing with security electronics updates).
- Refurbish (repair walls, tile, countertops, flooring and paint) in control rooms in South Tower as electronics are complete.
- Replace Grilles (2) near rec. yards in South Tower (Adjacent to East 2nd, / South 3rd, Level Connector).
- Replace shower grilles in South Tower (100 loc. With new S.S. Perf. Panels).
- Replace interior doors (PBC Facilities to furnish matrix survey / list of locations as discussed during 4/23 East Tower walkthrough).
- Replace exterior doors (PBC Facilities to furnish matrix survey / list of locations as discussed during 4/23 East Tower walkthrough).
- Replace 4 AHU’s in South Tower AHU 5 A&B, 7 A&B, and 9 A&B.

Refer to attached consultant proposals labeled "Exhibit – B through Exhibit - E" for additional scope narrative and description of services being provided by individual Design Team Consultants.
II. DESIGN SERVICES

A. Schematic Design Services: the Architect shall provide full Schematic Design services to include the following:

1. Field Investigation and Verification at East and South Towers
2. Quantify and Qualify the extent and condition of existing cell doors and bars that are to be painted / repaired in the East Tower.
3. Quantify and Qualify the extent and condition of existing catwalk security screening that is to be replaced , repaired, and or painted.
4. Develop roof plans to be utilized for roof and roof mounted equipment being replaced (AHU's and Exhaust Fans).
5. Quantify and Qualify specific doors and frames that are to be replaced and which are to be repaired and refinished in the East Tower (Leo A Daly walked this with Owner / PBC Facilities Maintenance during 4/23 walkthrough)
6. Evaluate the existing (1) dumbwaiter in order to determine if it is to be repaired or replaced and establish the most appropriate repair or replacement path.
7. Field verify and measure the existing Sallyport door to be replaced in the East Tower (Owner / PBC Facilities Maintenance confirmed during 4/23 walkthrough that only the East Tower Sallyport door is to be replaced under this project scope. The West Tower Sallyport door shall be addressed in a separate project / phase).
8. Field Verify the specific location the deputy station flooring and millwork are to be replaced in the South Tower (As discussed during the 4/23 walkthrough, the casework repairs shall be limited to new laminate only, and will only be conducted after all of the south tower work / and equipment changes have occurred, as there is still existing equipment that would be replaced/eliminated at a later date). Also confirmed during 4/23 walkthrough: any epoxy paint on housing pod floors would be removed and clear sealer would be applied as is being done as part of the WDC Phase IA R / R Project Scope.
9. Define limits and extent of work identified in Owners Scope Document under “Refurbish (repair walls, tile countertops, flooring and paint), in Control Rooms of the South Tower as electronics are completed.”
10. Confirm location and field verify which grilles (2) near rec. Yards in South Tower are as identified in Owners Scope Document (Added location info. = Adjacent to East 2nd. / South 3rd. Level Connector).
11. Quantify and Qualify specific interior and exterior doors are to be replaced at the South Tower and determine if any frames need to be replaced as part of this scope (PBC Facilities Maintenance has a matrix which is to be provided to Leo A Daly).
12. Meet with Owner, PBC Facilities, PBSO and Contractor to coordinate the most cost effective as well as functional design approach for the redesign of the East Tower Mechanical System redesign.
13. Preparation of base AutoCAD drawings to be used by Design Team for work product.
14. Coordinate work with the project mechanical, electrical, plumbing, fire protection, structural, low voltage and security Engineers to confirm that the base building components and building structure are coordinated with mechanical, electrical, data and communication systems.
15. Review mechanical, electrical, plumbing, and structural requirements and coordinate adequate pathways and structure are in place to allow for the mechanical and electrical systems design.
16. Preparation of final schematic design documents which shall delineate the internal and external requirements as defined in the Project Scope defined above.
17. One submission has been assumed for the Schematic Design Phase of the project.

B. Design Development Services: the Architect shall provide full Design Development services to include the following:

Based on the approved Preliminary Documents, the Architect shall prepare, for the approval by the Client, Design Development Documents consisting of Drawings and other documents to fix and describe the size and character of the Project as to architectural, mechanical, electrical, plumbing, Fire Protection, structural, security, low voltage and such other systems/elements as may be appropriate for the project described above. The drawings will be sufficient to establish basic cost for the Project, with final construction pricing being completed after the Construction Documents Phase by the selected Construction Manager.

One submission has been assumed for the Design Development phase of the project.

C. Construction Documents: the Architect shall provide full Construction Document services as noted hereafter;

Based on the approved Design Development Documents, Leo A Daly and the Design Team will prepare for written approval by the County, Final Construction Documents setting forth all design drawings and specifications suitable for bidding, permitting and the construction of the Renewal / Replacement scope at the existing Main Detention Center.

Leo A Daly will produce a 50% and 95% Construction Document Deliverable for review and approval by the County. This Phase of the project will include the following:

1. Prepare a full set of construction documents for the Architectural elements and systems including coordinating the set with other disciplines, including, mechanical, electrical, fire protection, low voltage and security.
2. Construction Documents including final dimensioned layout plans for the additions and alterations to the existing building with necessary construction details, wall sections, reflected ceiling pans, roof plans and schedules of sufficient detail to obtain a building permit.
3. Mechanical, electrical, plumbing, Structural, Fire Protection and low-voltage systems design documentation as necessary for the Renewal / Replacement scope associated with this project.
4. Provide full specifications for all systems.

III. PERMITTING PHASE

Leo A Daly will be responsible for submitting the signed and sealed construction documents to the designated contractor for submission to the Building Department for permitting. The Design Team will respond to the permitting officials’ comments and incorporate any required comments into the final construction document set.

IV. CONSTRUCTION ADMINISTRATION PHASE:

Leo A Daly and the Design Team Consultants will be providing professional services for the duration of the Construction Administration Phase including
Punchlist and closeout) as outlined in LAD Fee Tabulation Worksheet and consultant proposals.

The Construction Administration Phase Services are assumed to be a 16 month duration (60 weeks to Substantial Completion + 4 weeks to Final Completion) based on an estimate provided to the Design Team by the Construction Manager.

V. DELIVERABLES

At the conclusion of each of the above noted submittal phases Four full Size and Two half size sets of plans, as well as Four 8-1/2"x11" copies of Project Manual Specifications will be provided to the Owner for review and comment. A disk containing each deliverable in .PDF format will be furnished to the Owner as well.

Two additional Signed and Sealed sets of Construction Documents and Project Manual Specifications will be submitted to the Building Department for the Permit Submittal.

VI. DELIVERABLE SCHEDULE

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<th>Schematic Design Phase</th>
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(Deliverable Schedule Continued)

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<tr>
<td>Design Development Phase Owner Review</td>
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50% Construction Documents Phase - 5 weeks
50% Construction Documents Phase Owner Review - 2 weeks

95% Construction Documents Phase (Permit Submission) - 5 weeks
95% Construction Document Owner Review- 2 weeks

100% Construction Documents Phase (Conformance Set)
Timeframe based on Building Department Response Time

VII. SUB-CONSULTANTS

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

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<thead>
<tr>
<th>Sub-Consultant Name</th>
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<tr>
<td>Gartek Engineering Corporation</td>
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<td>TLC Engineering for Architecture</td>
<td>Electrical, Low-Voltage and Security Electronics Systems</td>
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<td></td>
<td>(Detention Control, Access Control, CCTV, and Intercom)</td>
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<td>ONM&amp;J</td>
<td>Structural Engineering</td>
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<td>Ross Correctional Consulting</td>
<td>Design Team's Correctional Consultant and Liaison between the Design Team, Owner, Contractor and Palm Beach County Sheriff's Office.</td>
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<td>Erbshloe Consulting</td>
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III. FEE PAYMENT SCHEDULE

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IV. EXPENSES

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

V. ADDITIONAL TERMS AND CONDITIONS

A. All of the applicable terms and qualifications of our Prime Agreement for Architectural/Professional Services for Detention Facilities Projects dated October 20, 2015 shall apply.

B. The following sub-consultants and work product are not included in the Architect’s scope of services:

1. Civil Engineering
2. Landscape/irrigation
3. Acoustical Consulting
4. Special Lighting Consultant
5. Testing of any existing conditions considered necessary.
6. Structural Drawings, Design or Analysis (Only scope being performed shall be for the for new Mechanical Spaces and wall openings associated with East Tower HVAC System Redesign is as defined per Consultant proposal)
7. Mechanical, Plumbing, Fire Protection Engineering (Only scope being performed is as defined per Consultant proposal)
8. Cost estimating services are to be completed by the Construction manager and are not included as part of this proposal.
9. All impact and permitting fees will be paid for by the County.

C. Field discovered and other unanticipated conditions requiring work outside the scope of this Contract will be brought to the Owner’s attention. With the
Owner’s written consent, services required will be performed and billed as an Additional Service at the rates stipulated herein.

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

(As per section 5.3.1 in the Prime Agreement, the standard hourly billing rates have been increased three percent as Leo A Daly is in the third year term of the five year agreement)

<table>
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<td>Technical Typist (Admin.)</td>
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Note: The standard hourly billing rates noted above were utilized to develop the budget reflected in the Leo A Daly Fee Tabulation Worksheet (Refer to Exhibit – A)

VI. PAYMENTS:

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

Sincerely,

Leo A Daly Company

Sean M. Hockman, AIA
Senior Associate, Senior Project Manager

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 for Architecture
Exhibit - D: Consultant Proposals and Scope of Work – ONMA
Exhibit - E: Consultant Proposals and Scope of Work – Ross Correctional Consulting
Sketch: SK-1 EAST TOWER R/R MECH. CONCEPT, Dated 1/18/19 (Revised 5/15/19)

SMH/Smh
LAD Project No. 201-10019-264

P:\201\201-10019-260\2-0-Project-Admin\2-1\Client-Agreements\MDC Phase 3 R&R Proposal\19-0604-prp -MDC Phase 3 - R&R Proposal.docx
# FEE TABULATION WORKSHEET-EXHIBIT "A" - MDC PHASE III R / R (S.D. through Construction Administration)

**DATE: 6/4/2019**  
**PROJECT NO.: 15218**  
**LOCATION: West Palm Beach Florida**  
**OWNER: Palm Beach County**  
**PBC REP: Michael McPherson**  
**SCOPE: All Services - Schematic Design through Permit Conformance**

## TASK DESCRIPTION

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## BIDDING/PERMITTING/NEGOTIATIONS

- Respond to RFPs and questions
- Pre-Bid Meetings & Follow-up
- Negotiation
- Closeout

## CONSTRUCTION

- Base Case Estimate (B.M. of 16 months, 60 weeks to Substantial Completion + 4 weeks to Final Completion)
- Base Case Estimate (5% Construction Documents)
- Base Case Estimate (10% Construction Documents)
- Base Case Estimate (15% Construction Documents)
- Base Case Estimate (20% Construction Documents)
- Base Case Estimate (25% Construction Documents)

## TOTAL HOURS

- 240 hours

## TOTAL

- $1,152,891.00

## SCHEDULE OF PRICES

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## TOTAL:

- $1,152,891.00
May 2nd, 2019

Mr. Sean M. Hockman, AIA,
Leo A. Daly
1400 Centrepark Boulevard, Suite 500
West Palm Beach, FL 33401

Dear Sean:

Re: MDC East and South Tower HVAC and Life Safety Systems Ph-3 Upgrades incl. CA
Supersedes previous fee proposal dated May 1st, 2019

This is to present our proposal to provide Mechanical, Plumbing & Fire Protection services for the Palm Beach County Main Detention Center East Tower.

The fee for our services will be $360,855.00 (lump sum fee); described in more detail on the attached Excel spreadsheet and Scope of work Narrative.

Design Phase: $288,420.00
CA Phase: $72,435.00

The fees are based on the executed Annual Contract for Engineering Services PBC Resolution No. R-2015-0777 Agreement Date: June 23, 2015 provided to our office by Palm Beach County Capital Improvements Division.

Please review our proposal and let me know if you wish to discuss any item in more detail. Thank you for considering us.

Sincerely,

GARTEK ENGINEERING CORP.,

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

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

Attachment

Signed: __________________________
Name: __________________________
Title: __________________________
Date: __________________________

Gartek Engineering Corporation
Miami-Dade County CBE, Broward County CBE, Florida DBE, H/WBE and SBE
7210 SW 39 Terrace • Miami, Florida 33155 • Phone (305) 266-8997 • Fax (305) 264-9486
2700 N. 29 Ave • Suite 303 • Hollywood, Florida 33020 • Phone (954) 404-8100 • Fax (954) 404-8133
4723 W. Atlantic Ave. • Suite A18 • Delray Beach, Florida 33445 • Phone (561) 637-8809 • Fax (561) 637-8959
www.gartek-engineering.com
## Project: MDC East and South Tower HVAC and Life Safety Systems Upgrades

### Gartek Engineering Corp.

#### Client: Leo A Daly Architects

#### PROPOSED FEE BREAKDOWN 5/2/2019

<table>
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### Constructions Administration Phase

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### Additional Services Breakdown

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### Total Services Fees

**Total License Fees**

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<td>TOTAL</td>
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</table>
Re: MDC East Tower Phase-3, HVAC and Life Safety Systems, Upgrade’s Narrative

General:
During the Discovery phase of the MDC East Tower HVAC and Life Safety Systems Upgrades project (Phase -1 see attached Evaluation Report Nov. 5th, 2018); several HVAC and Life Safety Systems, Indoor Air quality problems and high Carbon Dioxide (CO2) deficiencies above maximum recommended concentration levels (e.g. CO2 concentration level greater 500 ppm level are considered dangerous to human health); as well as numerous additional Code violations, were observed and documented including:

I- Outside Air Volumes Upgrades – Project Design and Construction cost impact:

1) Existing HVAC systems did not meet present applicable building Codes for Correctional Facilities, Florida Building Code, Florida Model Jail Standards, ASHRAE 62.1 ventilation standards for acceptable Indoor air quality, minimum required outside ventilations rates (CFM); for maintaining minimum occupant healthy environment.

2) As a direct result of having to increase Outside air volumes to comply with minimum Codes and Indoor Air Quality Standards, the sizes of the installed HVAC equipment, including Air Handling Units, Chilled water piping, ductwork and accessories must be increased in capacity as well.

3) In hot and humid climatic conditions like Palm Beach County Florida, the minimum cooling load capacity required by pre-cooling 125 CFM of outside air is equivalent 1 Ton of additional cooling capacity required. If outside air is not pre-cooled, and it is introduced at ambient air conditions (e.g. 95°F Dry Bulb and 80°F Wet Bulb) building Mold spores Conization and associated microbial growth in this facility is expected to grow out of control and could result in serious occupant’s health issues that could culminate in detention center building operations shut down and abandonment of facility by occupants.

a) The amount of outside air (CFM) that must be increased, in order to meet minimum outside air volumes required by Codes is + 14,000 CFM additional outside air volume that must be pre-cooled.

b) The total cooling capacity that must be increased, due additional to outside air volume (CFM) required by Codes, is 112 Tons of additional cooling capacity.
c) As a direct result of the new larger HVAC equipment cooling capacity (112 Tons); requirements and associated new equipment large physical dimensions, it was determined during the evaluation phase-1 of this project, the new required cooling equipment did not fit inside existing Mechanical Equipment Rooms and/or building footprint (e.g. existing facility has very limited space available, existing structural height is very low, existing conditions, piping, ductwork, air distribution, etc. did not allow for any increased capacity, etc.

d) In order to accommodate the new cooling equipment required for the additional outside air volumes, new Mechanical equipment rooms must be added.

II- Life Safety Systems – Project Design and Construction Cost impact:
Existing Life Safety systems did not meet minimum outside and exhaust air volumes required by applicable Codes for correctional facilities, smoke control system make up air, smoke control air removal, stairways pressurization, etc., during a Fire Emergency conditions either.

1) Existing Stairways:

a) The existing enclosed stairways are the only means of egress during a Fire Emergency for this existing Facility. Existing stairways (typical of 3); were not pressurized, as required by Codes for evacuation of detainees and personnel during a Fire Emergency.

b) In order to comply with Code’s requirements. new stairs (typ. of 3) pressurization fans must be added.

c) It was determined during the evaluation phase-1 of this project, the new pressurization fans required (typ. of 3), louvers ductwork and accessories did not fit inside existing Mechanical Equipment Room and/or building footprint.

d) In order to accommodate the present Life Safety Codes reequipments for stair pressurization, new Mechanical equipment rooms must be added.

2) Existing Elevator Shaft:

a) Existing Elevator shaft do not have a pressurization system installed as required by Codes to prevent smoke migration from the floor or fire zone of origin to other floors.

3) Existing Smoke Removal Exhaust Fans on Roof:

Gartek Engineering Corporation
Miami-Dade County CBE, Broward County CBE, Florida DBE, M/WBE and SBE
7210 SW 39 Terrace • Miami, Florida 33155 • Phone (305) 266-8997 • Fax (305) 264-9496
730 East Prospect Road • Suite 100 • Oakland Park, Florida 33334 • Phone (954) 399-2347
4723 W. Atlantic Ave. • Suite A18 • Delray Beach, Florida 33445 • Phone (561) 637-8909 • Fax (561) 637-8959
www.gartek-engineering.com
March 22nd, 2019
Mr. Sean M. Hockman, AIA
Re: MDC East Tower HVAC & Life Safety Systems
Page 3 of 4

Phase-3 Upgrades Narrative

a) Existing Roof mounted Smoke Control fans (typ. of 3) don’t meet Florida Building Code and AHSRAE standards for Smoke Control Systems (e.g. vertical discharge on roof, high temperature construction, fans are belt driven (fans belt could melt due to high temperatures during a fire emergency); existing fans are not UUKL listed for smoke control operation, etc.

b) In order to comply with Code’s requirements, existing smoke control fans (typ. of 3) must be replaced with new fans manufactured, listed and approved for smoke control systems.

c) Associated existing smoke control ductwork, motorized control dampers installed at each floor must be removed and replaced as well.

4) Existing automatic Control System:

a) Existing A/C controls smoke controls must be removed and replaced with new stand-alone control and accessories rated for smoke control operation and shall be UUKL listed.

b) New Fire Command Control room must be added. Fire Department requires a room at the first floor be provided to override and control HVAC and Smoke Control system equipment during a Fire Alarm Emergency.

III – Normal Ventilation systems for toilet exhaust, cell exhaust, general area removal of odors, etc.

1) Existing detention cells with bathroom facilities do not have toilet exhaust system as required by Code.

a) New toilet exhaust fans, ductwork, air distribution, fire dampers, etc. system must be added to meet Code’s requirements.

2) Existing exhaust systems in general areas, don’t meet present detention facilities minimum exhaust air volume’s requirements.

a) Existing normal ventilation systems including fans, ductwork and accessories must be removed and replaced.

IV – Normal Air conditioning HVAC Systems

1) Air conditioning units, heating system chilled water and hot water supply/return piping including horizontal and vertical piping risers, motorized control valves, isolation valves, insulation, hangers, supports, ductwork, air distribution devices, volume dampers, fire dampers, heaters, etc., have exceeded their operational working life (+/- 20 Years) are not working properly or able to...
maintain minimum inside temperature and relative humidity conditions required by Florida Model Jail Standards, Florida Building Codes requirements and ASHRAE standards.

2) Existing Air conditioning units, heating system and accessories must be removed and replaced.

V- Indoor Air Quality

1) Existing building structural envelope (walls, floor, ceilings); existing recently installed chilled and hot water main piping insulation jacket, hangers, supports and accessories that will remain, must be cleaned, disinfected and treated for possible mold contamination.

2) High humidity odors, black stains, etc., were observed through this facility during Phase-1 Evaluation.

3) Mold testing and spore’s classification is required.

4) Facility Mold free certification by an Industrial Hygienist is required is mold is found.

V- Testing and Balancing

1) A normal HVAC operation mode testing and Balancing is required by Code for new installation.

2) An emergency system control operation mode testing and Balancing is required by Code.

3) A smoke control field test is required by Fire Department, simulating with artificial smoke bombs the operation, smoke removal for the entire Facility.
Revised May 2, 2019
Revised: April 4, 2019
Revised: April 3, 2019
Revised February 18, 2019
February 12, 2019

Mr. Sean M. Hockman, AIA, NCARB, LEED AP BD+C
Associate Project Manager
Leo A. Daly
1400 Centrepark Boulevard, Suite 500
West Palm Beach, FL 33401
Delivered via email: SMHockman@leoadaly.com

Re: PBC MDC Phase III Renewal/Replacement
Additional Services Request
TLC Project Number: 516088

Dear Sean:

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

Additional services are based on the following scope items based on email dated January 18, 2019:

1. Mechanical equipment electrical connections and electrical distribution revisions.
2. Mechanical equipment Day room AHU's C7 thru C11 electrical connections.
3. Mechanical equipment control room FCU's CCP- C1, C2 & C3 electrical connections.
4. Mechanical equipment Day room AHU's C1 thru C7 electrical connections.
5. Smoke control equipment electrical connections.
7. Mechanical equipment control devices such starter/VFD/manual starters.
8. Any additions or revisions to the lightning protection system.
9. Grounding system upgrade such as ground bus & ground wells.
10. Coordinate electrical equipment clearances and locations.
11. Upgrade any outdated electrical panels to accommodate HVAC equipment.
12. Electrical calculations including panel schedules, and electrical one line diagram.
13. Book specifications
14. Multiple site investigation visits (minimum of 2) to review existing conditions.
15. Coordination meetings/conference calls with mechanical engineer to review power requirements for HVAC equipment
16. Reformating the security drawings and update any new requirements.

TLC ENGINEERING FOR ARCHITECTURE
874 Dixon Boulevard, Cocoa, FL 32922-5809
Phone 321.636.0274  www.tlc-engineers.com  Fax 321.639.8986
17. Apply any lessons learned from south tower design and installation.
18. Fire alarm modifications including coordination with mechanical engineer for duct detectors and remote test unit locations.
19. Pre-bid RFI's and bidding services.
20. Construction Administration Services for 16 months.
21. RFI's and Submittals

TLC anticipates submittals at the following design stages for Phases III:

- Schematic Documents
- Design Development Documents
- 50% Construction Documents
- 95% Construction/Permit Documents
- Conformance Documents

**PROPOSED CONSTRUCTION PHASE SERVICES**

Construction Phase Services provided for this project shall include:

1. Response to bidder questions.
2. Response to local permitting officials' comments.
3. Response to Contractor's Request for Information (RFI) and submittal review during the construction period.
4. Site visits over 16 months to become generally familiar with the progress and quality of the construction work in order to determine if the work is being performed in general accordance with the construction documents. Substantial completion and final inspection, if requested, would each constitute a site visit.

TLC is prepared to provide supplemental services as outlined above for a fixed fee of $177,505.00. See fee breakdown below.

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.

Sincerely,

TLC Engineering for Architecture

Authorization

By: ____________________________

Print Name and Title

Moncef Hadji, PE, RCDD, LEED AP, GGP
Senior Electrical Engineer
## ATTACHMENT C

### PALM BEACH COUNTY

#### MDC Phase III

May 15, 2019

---

### Scope of work through Permit Construction Documents

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**TOTAL AMOUNT**

$177,585.00
May 1, 2019

Mr. Sean Hockman
Leo A Daly Company
1400 Centrepark Blvd., Suite 500
West Palm Beach, FL 33401

Re: Main Detention Center R & R Phase III (Jail) PBC # 15218
West Palm Beach, FL
Project No.: 319.579

We are pleased to submit the following revised proposal for Consulting Structural Engineering Services for the subject project. Our proposal is based on information supplied by your office. This project consists of the structural design and drafting of additions and renovations to the East Tower at the Main Detention Center (located on Gun Club Rd.) for the new outside air units as well as pressurization rooms at the ends of two wings at each of the stair towers. Also, modifications to the existing rooms as depicted in the attached PDF labeled SK-1.

Our services during the schematic design phase will include the following:

1. Consult with the Architect to determine project goals and requirements.
2. Develop narrative or other media that illustrate the concepts of the design.

Our services during the design development phase will include the following:

1. Provide drawings that specify design elements.
2. Produce floor plans and sections that provide structural sizes and outline material specifications.

Our services during the construction document phase will include the following:

1. Preparation of structural drawings, which will be signed and sealed for building permit application.

Our services during construction administration phase will include the following:

1. Review of structural submittals only for their general conformance with the design concept of the project.
2. Make up to (3) field visits/meetings to the site during construction when requested by the client.
3. Responding to the Building Department or construction questions.

Our base fee for these services will be broken down as follows:

Schematic Design ........................................ $ 2,000.00
Design Development ..................................... $ 8,000.00
Construction Documents ............................... $ 8,000.00
Bidding .................................................. $ 1,200.00
Construction Administration ......................... $ 4,800.00
Total .................................................... $24,000.00

We assume the structure is located above the flood plane. Hydrostatic slab design is not included in our base fee.

This proposal is valid for six (6) months from the date issued. If work is stopped for more than three (3) months, additional fees will be required to restart the project. Additional services beyond the scope of this proposal may be provided on a flat fee basis or on an hourly basis.

Our hourly rates are as follows:

**RATE SCHEDULE**

Principal ................................................. $195.70/ hour
Project Manager ...................................... $164.81/ hour

1655 Palm Beach Lakes Blvd., Suite 204, West Palm Beach, FL 33401  |  Tel: 561.835.9994  |  www.onmj.net

Florida West Palm Beach  Pennsylvania Philadelphia, Lehigh Valley
The prevailing rates and contract amount shall be effective on January 1, 2019 and are expected to remain as stated through December 31, 2019. Should circumstances require an adjustment to these rates prior to December 31, 2019, 30 days written notification shall be submitted in advance of the effective date of the change.

Payment is due upon receipt of services.

Contract Terms:

1. A Geotechnical Engineer will be retained by others and we will coordinate our foundation design with his findings.

2. A conventional spread footing foundation system will be used. If deep foundations, grade beams or structurally supported slabs are required, we will increase the fee accordingly.

3. Design of sheathing, shoring, scaffolding, formwork and other means and methods of construction will be provided by engineers retained by the contractors.

4. Our fee will be increased for revisions of design or drawings to suit changes after work is released for pricing or permits.

5. Miscellaneous iron items such as stairs, ladders, catwalk and railings will be designed and signed and sealed by the fabricator's engineer and reviewed by O'Donnell, Naccarato, Mignogna & Jackson, Inc.

6. Services related to mold, asbestos materials, detection, modification or process will be provided by others.

7. The scope of services for this project does not include any other structural work in the existing building including engineering to repair unforeseen problems with the existing structure or to upgrade the existing structure to meet current building codes.

8. The scope of services for this project does not include design and drafting of specialty engineering items such as heavy timber, wood trusses, precast concrete, MEP roof top equipment attachments, light poles, or aluminum framing. We will provide performance specifications only for any cold-formed steel framing where required at the exterior walls and soffits. We will require signed and sealed shop drawings and calculations from the cold-formed steel contractor's engineer. If the cold form designer requests additional structural steel for the purpose of reducing cost or complexity of exterior curtain wall system, this will be considered value engineering and will be treated as an additional service.

9. The creation of record documents, which generally include incorporation of RFI information into our drawings or construction related changes to contract documents, is considered additional services.

Pursuant to F. S. 558, an individual employee or agent may not be held individually liable for negligence.

Our base fee does not include reinforcing/changing existing walls, foundations, columns, beams, or roof structure for change of occupancy, or other code necessities that require upgrading the building to meet increased envelope wind pressures.

Structural elements are not water resistant. Water proofing, roofing and envelope water resistance scope of work is specifically excluded and not provided by ONM&J.

If the Client requests in writing that our firm provide any specific construction phase services and if our firm agrees in writing to provide such services, then we shall be compensated as Additional Services as provided for in this contract.

In the event of a claim of breach of contract or professional negligence the client agrees that the liability of O'Donnell, Naccarato, Mignogna & Jackson, Inc. and its professionals, employees, consultants and inspectors is limited to the amount of the fee or applicable limits of professional liability insurance, whichever is lesser.

The General Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. O'Donnell, Naccarato, Mignogna & Jackson, Inc. and its professionals, inspectors and employees are not responsible for the means and methods of construction or for related safety precautions and programs.
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 30 days of your receiving our invoice, you agree to actively participate with us in our efforts to collect our fee directly from your client. Also, we have the option to cease providing services during that time and we cannot be held responsible for costs generated by our work stoppage.

Please call if you have any questions or if additional information is required. Kindly indicate your acceptance by signing and returning this document within ten (10) days. Should this document not be executed and returned to us, all parties acknowledge and agree that “authorization to proceed” through any other means constitutes formal acceptance of all terms and conditions contained herein.

O’DONNELL, NACCARATO, MIGNOGNA & JACKSON, INC.

Dwayne R. Jackson, P.E.
President

O'DONNELL, NACCARATO, MIGNOGNA & JACKSON, INC.
April 5, 2019

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;

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.

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SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONSULTANT PARTICIPATION

PROJECT NAME OR BID NAME: Detention Facilities Renewal/Replacement MDC Phase III (East and South Towers)  PROJECT NO: 150218

NAME OF PRIME CONSULTANT: Leo A. Dalv

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

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Total Price: $1,152,891.00

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

[Signature]

Senior Associate, Senior Project Manager

Title

Note:
1. The amount listed on this form for a subconsultant must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount or percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.
## SCHEDULE 1

**LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONSULTANT PARTICIPATION**

**PROJECT NAME OR BID NAME:** Detention Facilities Renewal/Replacement MDC Phase III (East and South Towers)  
**PROJECT NO:** 15218

**NAME OF PRIME CONSULTANT:** Leo A. Daly

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

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(Please use additional sheets if necessary)

Total Price $1,152,891.00  
Total SBE-M/WBE Participation Dollar Amount or Percentage of Work: $24,000.00

I hereby certify that the above information accurate to the best of my knowledge: Senior Associate, Project Manager

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

Revised 9/7/2011
Revised 7/30/2012
This document must be completed by all SBE-M/WBE's and submitted with your proposal. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

**PROJECT NUMBER:** 15318  **PROJECT NAME:** Detention Facilities Renewal/Replacement - MDC Phase III (East & South Towers)

**TO:** Leo A Daly

(Name of Prime Consultant)

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

- Small Business Enterprise
- Minority Business Enterprise
- Black
- Hispanic
- Women
- Caucasian
- Other (Please Specify)

Date of Palm Beach County Certification: November 18, 2016

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

<table>
<thead>
<tr>
<th>Item Description</th>
<th>City/Units</th>
<th>Unit Price</th>
<th>Total Price/ Percentage</th>
</tr>
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<tbody>
<tr>
<td>Provide mechanical, plumbing and fire protection design services for renewal and replacement of existing HVAC equipment in the East and South Towers at the Main Detention Center. The HVAC system for the East Tower shall be redesigned as per findings documented in the Mechanical Systems Analysis performed by Gartek in advance of this project scope.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>at the following price or percentage</td>
<td>$360,855.00</td>
<td></td>
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(SBE Prime or Subconsultant’s Quote)

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

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

Price or Percentage

(Name of Subconsultant)

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

The undersigned Subconsultant understands that the provision of this form to Prime Consultant does not prevent Subconsultant from providing quotations to others.

Gartek Engineering Corporation

Print name of SBE-M/WBE Company

By: [Signature]

Robert L. Betancourt, P.E. (LEED AP – President)
Print name/title of person executing on behalf of SBE-M/WBE

Revised 7/2/2013

Date: 5/16/19
This document must be completed by ALL SBE-M/WBE's and submitted with your proposal. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE’s is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER: 15218  PROJECT NAME: Detention Facilities Removal/Replacement - MDC Phase III (East & South Towers)

TO: Leo A Daly  (Name of Prime Consultant)

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

Small Business Enterprise  X  Minority Business Enterprise  
Black  Hispanic  Women  Caucasian  X  Other (Please Specify)  

Date of Palm Beach County Certification: 07/17/20

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

<table>
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<th>Item Description</th>
<th>Qty/Units</th>
<th>Unit Price</th>
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<tr>
<td>Provide Structural Engineering and Design services related to the creation of new Mechanical Spaces in and adjacent to the existing East Tower. In addition to new Mechanical Spaces, scope is inclusive of but not limited to any modifications to existing walls in order to create new wall openings to support the renewal and replacement of existing HVAC equipment being replaced and redesigned in the East Tower at the Main Detention Center.</td>
<td></td>
<td></td>
<td>$24,000.00</td>
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</table>

(SBE Prime or Subconsultant’s Quote)

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

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

Price or Percentage  

(Name of Subconsultant)

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

The undersigned Subconsultant understands that the provision of this form to Prime Consultant does not prevent Subconsultant from providing quotations to others.

O’Donnell, Naessaro, Mignogna & Jackson, Inc.

Print name of SBE-M/WBE Company

By: ___________________________  (Signature)

Dwayne R. Jackson, P.E.

President

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

Revised 7/2/2013

Date: April 4, 2019
## CSA History

**Project Name:** Detention Facilities Renewal/Replacement  
**Project Number:** 15218  
**Consultant:** Leo A. Daly  
**Contract Date:** 29-Oct-15  
**Resolution Number:** B2015-1459  
**SBE Goal:** 15.0%

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<th>Request Date</th>
<th>Services</th>
<th>Approved Date</th>
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<td>37,937.00</td>
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**Project Manager:** Mike McPherson  
**Contract Amount:** $646,191.00