

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

Meeting Date:	December 8, 2020	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 1 to the contract with Leo A. Daly Company (R2015-1459) to extend the term of the contract retroactively from October 20, 2020 until the completion of all project phases, not to exceed five (5) years and to update the County’s standard contract terms.

Summary: On October 20, 2015, the Board of County Commissioners (Board) approved the design contract with Leo A. Daly Company for the Detention Facilities project (Project). The Project included a five (5) year capital improvement program for the renewal/replacement of major building systems at the County’s detention facilities including the Main Detention Center (MDC), the Western Detention Center (WDC) and the Central Detention Center (CDC). The capital program includes the renewal/replacement of the following major building systems at these detention facilities: mechanical including heating ventilation and air conditioning (HVAC); fire protection; plumbing and boilers; electrical; low voltage including electronic security systems and fire alarm, security doors and hardware; roofing; weatherproofing and other similar improvements. The County was unable to complete the capital program design within the contract’s five-year term. The final phase of the project for the WDC has yet to begin; therefore, the Facilities Development and Operations Department is requesting authorization to extend the contract with Leo A. Daly Company retroactively from October 20, 2020 until the final phase of the Project is complete, not to exceed five (5) years. Amendment No. 1 extends the contract term and adds or updates standard County terms on audit, compliance with the public records law, compliance with laws and regulations e-verify, among others. The existing contract was awarded under the prior Small Business Enterprise (SBE) Ordinance, and the SBE participation goal is 15%. Leo A. Daly Company is not a SBE, but is a local business. The Office of Equal Business Opportunity (OEBO) has reviewed the existing SBE participation and approved this extension request under the existing contract terms. To date, the Small/Minority/Women Owned Business Enterprise (S/M/WBE) participation for consultant services authorizations (CSA) issued under this design contract is 24.85%. The funding source is from the Public Improvement fund. **(Capital Improvements Division) Countywide (MWJ)**

Background and Justification: The detention facilities have maintained operations on a 24/7 basis for last 20-30 years without renewal/replacement projects. The infrastructure and facility systems are at the end of their useful life, unreliable, and have incurred increased maintenance cost. Leo A. Daly Company was selected on August 6, 2015 in accordance with procedures adopted by the Board of County Commissioners, and pursuant to Florida Statute 287.055 (Consultants Competitive Negotiation Act). To date, consultant services authorizations in the amount of \$4,297,184 have been awarded under this agreement, of which \$1,067,991 was SBE participation. The County was unable to complete the capital program design within the contract’s five-year term. Amendment No. 1 will extend the term of the contract retroactively from October 20, 2020 until the project is complete and update the County’s standard contract terms.

Attachments:

1. Leo A. Daly Company- Amendment No. 1
2. CSA History

Recommended by:	<i>[Signature]</i>	
	Department Director	Date
		12/01/20
Approved by:	<i>[Signature]</i>	
	County Administrator	Date
		12/01/2020

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* =====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes x No _____
 Does this items include use of federal funds? Yes _____ No x

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____ Program _____

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

* There is no fiscal impact associated with this item. A CSA requiring Board approval will be brought to the Board and fiscal impact will be addressed at that time; otherwise, funding will come from previously approved Board projects.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB
 11/3
 LP
 11/4

Contract Development and Control
 11-16-20 TW

B. Legal Sufficiency:

 Assistant County Attorney 11/24/2020

C. Other Department Review:

 Department Director

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

**AMENDMENT No. 1 TO CONTRACT FOR
ARCHITECTURAL/PROFESSIONAL SERVICES
DETENTION FACILITIES PROJECT**

This is Amendment No. 1 dated _____ to the Contract (R-2015-1459) dated October 20, 2015, which Amendment is effective retroactively from October 20, 2020, (collectively the “Contract”) is by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY and Leo A. Daly Company, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

W I T N E S S E T H

WHEREAS, the parties have entered into the Contract under which the CONSULTANT provided certain professional services to the COUNTY for the Detention Facilities Project (Project) in accordance with Consultants Competitive Negotiations Act (CCNA) FS 287.055; and

WHEREAS, the parties hereto desire to amend the Contract to extend it until all phases of the Project are complete.

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

1. The term of this Contract is extended retroactively from October 20, 2020 and shall continue until completion of all project phases, including the completion of all consultant services authorizations issued pursuant to the Contract, not to exceed five (5) years.
2. CONSULTANT certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

3. The Contract is modified as follows:

a. Section 4.1 of the Contract is deleted in its entirety and replaced with the following:

4.1 The period of service and the Contract term shall commence upon the approval and execution of this Contract by both parties and continue until completion of all project phases, including the completion of all Consultant Services Authorizations issued pursuant to this Contract, or until the earlier termination of this Contract as provided for herein.

b. The final paragraph of Section 7.13 of the Contract is deleted in its entirety and replaced with the following:

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Contract for at least five (5) years after completion or termination of this Contract. Upon ten (10) business days' prior written notice to CONSULTANT, the COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

c. New section 7.27 is added to the Contract as follows:

7.27 Confidentiality of Information and Compliance with the Public Records Law

7.27.1 Public Records Requests. *Under Chapter 119, Florida Statutes (the Florida Public Records Law), a request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency.*

7.27.2 Records Exempt from the Public Records Laws. *The Florida Public Records Law provides for certain exemptions to Florida's Public Records Law to protect the security of specific governmental facilities, employees and visitors. For the same security reasons, the COUNTY has the statutory obligation to protect such records from public disclosure and only disclose confidential and/or exempt information to a licensed engineer, architect or contractor. The purpose of this Section is to facilitate the CONSULTANT's work by making specific documents available to individuals/firms while implementing controls on the distribution of records or information which is confidential and/or exempt from the Florida Public Records Law.*

7.27.3 Confidential Information. *For purposes of this Section, "Confidential Information" shall include all information or material that is confidential and/or exempt according to the Florida Public Records Law. The exemptions most relevant to the CONSULTANT include, but are not limited to:*

- *Plans, blueprints, drawings and diagrams which depict the internal layout and structural elements of a building or other structure, including 911, E911 or Public Safety Radio communication system infrastructure, owned or operated by the COUNTY;*
- *Security or firesafety system plans records, information, photographs, audio and visual representations, schematic diagrams, surveys, recommendations or consultations relating directly to the physical security or firesafety of the facility or revealing security or firesafety systems;*
- *Geographical maps indicating the actual or proposed locations of 911, E911 or Public*

Safety Radio communication system infrastructure, including towers, antennae, equipment or facilities used to provide 911, E911 or Public Safety Radio services, or 911, E911 or Public Safety Radio communication structures or facilities owned and operated by the County;

- *Nationwide Public Safety Broadband Network (Network) information, where such information would reveal the design and operation of Network facilities; Network coverage, including geographical maps indicating actual or proposed locations of Network infrastructure or facilities; the capabilities of Network infrastructure and facilities; the functions of Network services; and the security, including cybersecurity, of the design and operation of the Network;*
- *Threat assessments;*
- *Emergency evacuation plans;*
- *Sheltering arrangements; and/or*
- *Manuals for security or firesafety personnel, emergency equipment or security or firesafety training.*

The CONSULTANT has an obligation to maintain the confidential status of Confidential Information. The CONSULTANT shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the COUNTY. The CONSULTANT shall restrict access to Confidential Information to: 1) the CONSULTANT's employees, and/or 2) licensed architects, engineers, contractors, subcontractors (Third Parties) for the sole purpose of providing services related to this Contract. Prior to releasing any Confidential Information to a Third Party, the CONSULTANT shall require those Third Parties to execute nondisclosure restrictions at least as protective as those in this Contract, and maintain a list of any Third Party to which the CONSULTANT has distributed Confidential Information. Other than as authorized above, the CONSULTANT shall not, without prior written approval of COUNTY, publish, copy, or otherwise disclose to others any Confidential Information.

7.27.4 Disclosure Warning. *If Confidential Information is in written form, the CONSULTANT shall label or stamp the materials as they are created with the Disclosure Warning described below on each and every sheet of plans, documents or reports that contains exempt information. If the CONSULTANT is distributing Confidential Information to authorized recipients, the materials and the correspondence related thereto should contain the following disclosure warning:*

DISCLOSURE WARNING. *THIS DOCUMENT IS EXEMPT AND/OR CONFIDENTIAL UNDER SEC. 119.071, FLORIDA STATUTES. ANY ENTITY OR PERSONS RECEIVING SUCH INFORMATION SHALL MAINTAIN THE EXEMPT AND CONFIDENTIAL STATUS OF THE INFORMATION UNLESS OTHERWISE AUTHORIZED BY THE COUNTY. THESE DOCUMENTS SHALL NOT BE DISTRIBUTED, LOANED OR COPIED WITHOUT THE WRITTEN PERMISSION OF THE COUNTY IN ACCORDANCE WITH THE RELEVANT PROVISIONS OF FLORIDA LAW. THE COUNTY MUST BE ADVISED IMMEDIATELY AS TO ANY CHANGES IN CUSTODIAN FROM THOSE PERSONS LISTED IN CORRESPONDENCE FOR ORIGINAL DISTRIBUTION, IF THE DOCUMENTS ARE LOST OR STOLEN, OR IF THERE IS IMPROPER DISCLOSURE OR UNAUTHORIZED USE OF THE INFORMATION IN THE DOCUMENT. UPON COMPLETION OF USE, WORK, PROJECT, OR CONTRACT, THE CONSULTANT/CONTRACTOR SHALL SHRED OR BURN ANY DUPLICATE RECORDS.*

7.27.5 Identifying Correspondence that May Contain Exempt or Confidential Information. *In order to assist in the identification of electronic records (email) which may be exempt from public records requests and protect information that is exempt from disclosure, the CONSULTANT (as*

either the writer or receiver of an electronic document which may contain confidential and/or exempt information) must use the letters "PREX" (in caps) as the first four letters of the subject line of the electronic document. The PREX identifier should be used if the email contains confidential and/or exempt information in the body and/or an attachment.

7.27.6 Notification of Improper Disclosure. COUNTY must be notified immediately if the Confidential Information is lost or stolen or of any improper disclosure or unauthorized use of the Confidential Information. The CONSULTANT shall make a report to the COUNTY not more than seven (7) business days after the CONSULTANT learns of such an improper disclosure or unauthorized use of the Confidential Information. The CONSULTANT's report shall identify, to the extent known, the nature of the improper disclosure or unauthorized use, the Confidential Information disclosed or used, who made the disclosure of or used the information, what the CONSULTANT has done or shall do to mitigate any harmful effects of the improper disclosure or unauthorized use, and what corrective action the CONSULTANT has taken or shall take to prevent future similar unauthorized use or improper disclosure. The CONSULTANT shall provide any other such information about the unauthorized use or improper disclosure as reasonably requested by the COUNTY. The CONSULTANT shall take all steps the COUNTY deems advisable to mitigate, resolve and/or prevent the unauthorized use or improper disclosure of the Confidential Information.

7.27.7 Survival. The nondisclosure provisions of this Section shall survive the termination of this Contract. The CONSULTANT's duty to hold Confidential Information in confidence shall remain in effect until COUNTY sends the CONSULTANT written notice releasing the CONSULTANT from the provisions of this Section.

7.27.8 Enforcement. The CONSULTANT understands that non-compliance with the terms of this Section may result in debarment pursuant to the Palm Beach County Code as well as subject itself to any other remedies available to the COUNTY at law or in equity.

IF THE CONTRACTOR/CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR/CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT: BUSINESS AND COMMUNITY AGREEMENTS MANAGER, FACILITIES DEVELOPMENT & OPERATIONS, 2633 VISTA PARKWAY, WEST PALM BEACH, FL 33411 OR BY EMAIL AT FDORECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-233-5252.

d. New Section 7.28 is added to the Contract as follows:

7.28 Compliance with Laws and Regulations

The CONSULTANT shall comply with all laws, policies and procedures, resolutions, ordinances and regulations in effect during the performance of the Contract and applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered under this Contract.

f. New Section 7.29 is added to the Contract as follows:

7.29 Section 179D Responsibilities

Under 26 USC 179D (Section 179D), a building owner may take an income tax deduction for improvements meeting certain energy savings criteria. Section 179D allows the COUNTY to allocate this income tax deduction to the firm primarily responsible for designing the qualifying property or allocate the deduction among the firms who contributed to the creation of the technical specifications. If applicable, the CONSULTANT is responsible for applying to the COUNTY for the Section 179D deduction on behalf of all firms who created the technical specifications and recommending to the COUNTY the allocation of the deduction. The COUNTY's Representative will provide to CONSULTANT the Department's policy and forms related to the Section 179D deduction when requested.

g. New Section 7.30 is added to the Contract as follows:

7.30 E-Verify - Employment Eligibility

CONSULTANT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, CONSULTANT shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the CONSULTANT's subconsultants performing any duties and obligations under this Contract are registered with 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.

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

Project Name: Detention Facilities Project
Project No. 15218

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

ATTEST:
**SHARON R. BOCK, Clerk &
Comptroller**

**PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Mayor

**APPROVED AS TO
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
County Attorney

By: _____
Director - FD&O

CONSULTANT WITNESS:

LEO A. DALY COMPANY:

Signature

Signature

Name (type or print)

Name (type or print)

Title

(Corporate Seal)



CERTIFICATE OF LIABILITY INSURANCE

1/1/2021

DATE (MM/DD/YYYY)

10/28/2020

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).

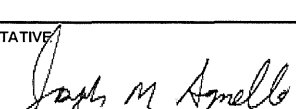
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : American Casualty Company of Reading, PA		20427
INSURER B : National Fire Insurance Co of Hartford		20478
INSURER C : Travelers Property Casualty Co of America		25674
INSURER D : Valley Forge Insurance Company		20508
INSURER E :		
INSURER F :		

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____	Y	Y	1015651942	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	1015651956	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	ZUP-14N19818-20	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
B D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1015651973 (AOS) 1063334422 (CA)	1/1/2020 1/1/2020	1/1/2021 1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER 11099081 PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS C/O CAPITAL IMPROVEMENTS DIVISION 2633 VISTA PARKWAY WEST PALM BEACH FL 33411-5604	CANCELLATION See Attachment 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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CERTIFICATE OF LIABILITY INSURANCE

7/1/2021

DATE (MM/DD/YYYY)

6/26/2020

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).

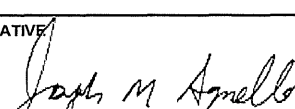
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Lloyd's of London		38253
INSURER B: _____		
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

COVERAGES LEOAD01 **CERTIFICATE NUMBER:** 16886386 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> 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 <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> 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 \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			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	LDUSA2004566	7/1/2020	7/1/2021	\$2,000,000 EACH CLAIM AND IN THE ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: DETENTION FACILITIES PROJECTS. RETRO DATE = FULL PRIOR ACTS

CERTIFICATE HOLDER 16886386 PALM BEACH COUNTY C/O INSURANCE COMPLIANCE P.O. BOX 100085 - DX DULUTH GA 30096	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CSA History

Project Name: Detention Facilities Renewal/Replacement				Project Manager: Mike McPherson				
Project Number: 15218				Contract Amount:				
Consultant: Leo A. Daly				SBE Goal: 15.0%				
Contract Date: 20-Oct-15								
Resolution Number: R2015-1459				Total	\$4,297,184.00	\$1,067,991.00	24.85%	
CSA#	CSA Amount	SBE Amount	Requested By	Request Date	Services	Approved	Appr'd By	SBE %
Orig.					ORIGINAL CONTRACT	20-Oct-15	BCC	#DIV/0!
1	\$17,405.00	\$0.00	Mike McPherson (cc)	1-Nov-15	MDC East West Tower Study	24-Nov-15	AW	0.00%
2	\$10,590.00	\$0.00	Mike McPherson (cc)		WDC Pods A & B Condition Assessment	11-Jan-16	AW	0.00%
3	\$27,169.00	\$0.00	Mike McPherson (cc)	3-May-16	MDC Develop RFP for access control	18-May-16	AW	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	AW	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	AW	100.00%
9	\$24,860.00	\$0.00	Mike McPherson (cc)	4-Jun-18	MDC Phase IIA R/R Construction Services	22-Jun-18	AW	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	AW	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	AW	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			34.19%
Total	\$4,297,184.00	\$1,067,991.00						24.85%

ATTACHMENT # 2