

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: February 6, 2024 [X] Consent [] Regular
[] Workshop [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Consultant Services Authorization (CSA) No. 29 to the project specific contract (R2015-1459) with Leo A. Daly Company (Consultant) in the amount of \$49,410 for the Detention Facilities Renewal and Replacement (R/R) Main Detention Center (MDC) Courtyard Area Mezzanine Walkway and Canopy project.

Summary: On October 20, 2015, the Board of County Commissioners (Board) approved the project specific contract (R2015-1459) with the Consultant to provide professional services for various renewal/replacement (R/R) projects at County Detention Facilities. CSA No. 29 authorized professional services associated with the R/R of the existing 2nd floor exterior mezzanine walkways and canopies in the courtyard between Buildings A and B in the amount of \$49,410. In accordance with Policy and Procedure Memorandum (PPM) CW-F-050, when the cumulative value of changes or additional work exceeds the greater of \$250,000 or 5% of the original contract value (Threshold Amount), then an agenda item notifying the Board of the item that puts the cumulative value in the excess category must be presented as a receive and file. The cumulative value of CSAs, including CSA No. 29, totals \$263,333.12. This agenda item is being submitted to notify the Board that CSA No. 29 puts the cumulative value of additional work in excess of the \$250,000 Threshold Amount established by PPM CW-F-050. The Consulting Services/Design Professional Services contract for the Detention Facilities R/R projects was awarded under the Small Business Enterprise (SBE) Ordinance in place at the time with an SBE participation goal of 15%. There is no SBE participation on this CSA. Cumulative SBE participation on the contract is 24.30%. The Consultant is a Palm Beach County Business. **Funding for this project is from the Infrastructure Sales Tax Fund. (Capital Improvements Division) District 3 (MWJ)**

Background and Justification: The design professional was selected on August 6, 2015, pursuant to the Consultants Competitive Negotiation Act (CCNA), Florida Statute 287.055. CSA No. 29 authorized additional professional services associated with the the R/R of the existing 2nd floor exterior mezzanine walkways and canopies in the courtyard between Buildings A and B in the amount of \$49,410. To date, the amount for additional work totals \$263,333.12. This value exceeds the cumulative limits established in PPM CW-F-050, thus requiring a notification to the Board via a receive and file item.

Attachment:
CSA No. 29

Recommended by: [Signature] Department Director 1/11/24 Date

Approved by: [Signature] County Administrator 1/24/24 Date

II. FISCAL IMPACT ANALYSIS

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	<u>\$49,410</u>	\$ _____	_____	_____	_____
Operating Costs	_____	\$ _____	\$ _____	\$ _____	\$ _____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$49,410</u>	\$ <u>_____</u>	\$ <u>_____</u>	\$ <u>_____</u>	\$ <u>_____</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No: **Fund 3950 Dept 411 Unit Q019 Object 4907**

PROFESSIONAL SERVICES	\$49,410.00
STAFF COST	\$ 0.00
CONTINGENCY	\$ 0.00
TOTAL	\$49,410.00

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

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

C. Departmental Fiscal Review:

[Handwritten Signature]

III. REVIEW COMMENTS:

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

ASDUAL 1/17/24
OFMB QA 1/16
Esw 1-16-24

Sary M. Amiri 1/23/24
Contract Administrator

B. Legal Sufficiency:

[Handwritten Signature] 1/24/24
Assistant County Attorney

C. Other Department Review:

Department Director

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

**SUMMARY SHEET
CONSULTANT SERVICES AUTHORIZATION #29**

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

**DETENTION FACILITIES RENEWAL/REPLACEMENT
MAIN DETENTION CENTER (MDC) COURTYARD AREA MEZZANINE WALKWAY &
CANOPY
PROJECT NO. 15218**

This Consultant Services Authorization #29 is for additional professional services for the Detention Facilities R/R – MDC Courtyard Area Mezzanine Walkway & Canopy project located at 3228 Gun Club Road in West Palm Beach.

Professional services shall include design and construction administration phase services for the renewal/replacement of the existing 2nd floor exterior mezzanine walkways and canopies in the Courtyard area between the A and B buildings.

Buildings A & B of the Main Detention Center are joined by a wide mezzanine area. The two-story exterior mezzanine area is approximately 40 years old. Select metal and finish surfaces are showing extensive deterioration. Areas requiring repair and/or replacement include the mezzanine walkway, handrails, canopy supports, fascia and concrete and stucco surfaces. Select areas of the South side of the Courtyard appear to be deteriorating due to roof drain issues that remain concealed. Additionally, east of the Courtyard, toward the Central Energy Plant, the roof rainwater system serving the walkway canopy is significantly deteriorated. Design efforts are targeted toward restoring these areas.

This contract was awarded under the County's prior SBE program. SBE participation for this CSA is 0%. When added to the Consultant's participation to date, the resulting SBE participation is 24.30%. The Consultant's contract goal is 15%.

CONSULTANT SERVICES AUTHORIZATION #29

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

**DETENTION FACILITIES R/R MDC
COURTYARD AREA MEZZANINE WALKWAY & CANOPY
NO. 15218
DISTRICT NO. 3**

THIS CONSULTANT SERVICES AUTHORIZATION (CSA) NO. 29 to the Contract dated 10/20/15 (R2015-1459) (the "Contract") between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, and the Consultant identified herein is for the consultant services described in Item 4 of this CSA.

1. CONSULTANT: LEO A. DALY COMPANY, whose Federal Tax ID# is 47-0363104.

2. History:

<u>CSA</u>	<u>Amount</u>	<u>Approval Date</u>	<u>Approved By</u>
CSA #1	\$17,405	11/24/15	DIR
CSA #2	\$10,590	1/11/16	DIR
CSA #3	\$27,169	5/18/16	DIR
CSA #4	\$573,281	6/21/16	BCC (R2016-0772)
CSA #5	\$578,496	03/14/17	BCC (R2017-0309)
CSA #6	\$11,604	05/06/17	DIR
CSA #7	\$434,075	05/01/18	BCC (R2018-0662)
CSA #8	(\$45,313)	05/18/18	DIR
CSA #9	\$24,860	06/22/18	DIR
CSA #10	\$36,806	08/13/18	DIR
CSA #11	\$34,078	08/17/18	DIR
CSA #12	\$1,152,891	07/02/19	BCC (R2019-0952)
CSA #13	\$121,923	10/08/19	BCC (R2019-1517)
CSA #14	\$85,507	12/04/19	CRC
CSA #15	\$1,233,812	12/15/20	BCC (R2020-1877)
CSA #16	\$49,724.00	04/07/21	DIR
CSA #17	\$94,993.00	06/23/21	CRC
CSA #18	\$5,800.00	08/24/21	DIR
CSA #19	\$6,765.00	04/05/22	DIR
CSA #20	\$9,250.74	01/10/23	DIR
CSA #21	\$38,919.00	01/26/23	DIR
CSA #22	\$8,261.00	06/02/23	DIR
CSA #23	\$52,331.96	07/12/23	CRC
CSA #24	\$27,555.00	09/07/23	DIR
CSA #25	\$14,504.00	09/28/23	DIR
CSA #26	\$21,752.50	09/08/23	DIR
CSA #27	\$7,121.00	10/26/23	DIR
CSA #28	\$82,397.65	Pending	CRC

3. Services completed to date: CSA No. 1 - 5 authorized condition assessment services and design services at existing Main Detention Center East, West and South Towers and WDC Pods A & B. Additionally, programming and schematic design services for R/R and replacement for the West Detention Center A & B Pods. CSA No. 6 authorized design, permitting and construction

administration services for security enhancements to the lobby area and the PBSO sally port at the North County Courthouse. CSA No. 7 authorized construction administration services for the MDC Phase 2 R/R - South Tower Electronics upgrade to the existing low voltage and security electronics system. CSA No. 8 provides for a credit for the mechanical, plumbing, and fire protection engineering design and construction administration services fees, approved in CSA #4, for the MDC Security Electronics R/R. CSA No. 9 authorized construction administration phase services for the WDC Phase 2A R/R. CSA No. 10 authorized analysis of the existing East Tower HVAC system and provide written report/recommendations with an estimate of probable upgrade costs. CSA No. 11 authorized an analysis of the existing HVAC system in the West Tower. CSA No. 12 authorized design services for the renewal/replacement for the air conditioning, closed circuit television (CCTV), plumbing, security doors/frames/hardware, fire sprinkler work, roofing, painting and miscellaneous improvements at both the East and South Towers of the Main Detention Center. CSA No. 13 authorized design services for the replacement of the existing closed circuit television (CCTV) cameras at the South Tower as part of Phase 2 Renewal/Replacement. CSA No. 14 authorized design, bidding, permitting and construction administration phase services for modifications to the detention facility (Eagle Academy) with a detention security control system. CSA No. 15 authorized design services such as air conditioning, CCTV, plumbing, roofing, permitting, bidding assistance and construction administration phase services necessary for the improvements to the West Tower and the Central Energy Plant. CSA No. 16 authorized initial design phase including an assessment of the facility and preparation of schematics and approximately 50% Construction Document phase drawings and specifications for the PBSO IT Improvements at the Eagle Academy. CSA No. 17 authorized preparation of 50% - 95% construction documents (permit submittal) and specifications, bidding/permitting/negotiations and construction administration phase services. CSA No. 18 authorized additional design and construction administration services necessary to make additional electrical changes for new expanded electrical infrastructure needed to support "Call Taker Positions" layouts requested by PBSO IT. CSA No. 19 authorized additional design services related to the owners request to expand the closed-circuit television (CCTV) camera system to add 4 cameras at the MDC parking lot, add 120 volt duplex electrical outlets at each camera pole and fiber optic cabling, which will run back to room 1075 in the South Tower. CSA No. 20 authorized an assessment of the existing eighteen mechanical louvers on the exterior of the South Tower mechanical rooms at the Main Detention Center. CSA No. 21 authorizes design, bidding, permitting assistance and construction administration phase services associated with the surface preparation, priming and repainting of the interior of the existing East Tower. CSA No. 22 authorized a study of the existing conditions associated with the Fire Command Room and associated infrastructure. CSA No. 23 authorized design and construction administration phase services associated with renewal and replacement of existing plumbing infrastructure serving Building B 1st floor sanitary system and the East tower sanitary and storm system. CSA No. 24 authorized a 3rd party design professional to fill the Mechanical Smoke Tester / Certifier role for the work being performed at the East and South Towers at the Main Detention Center. CSA No. 24 authorized additional support and documentation of the portion of the existing electrical system which would be affected during the power disruption required in order to implement the installation of the new emergency power electrical infrastructure which includes new 600A circuit breakers associated with Phase III R/R. CSA No. 26 authorized additional design services associated with added infrastructure for PBSO IT in the East Tower. CSA No. 27 authorized structural condition assessment of the existing courtyard open stair and mezzanine walkways between the A and B buildings. CSA No. 28 authorized design and construction administration phase services for the replacement of 16 existing South Tower mechanical intake louvers located on the exterior perimeter walls.

4. **Description of Services to be provided by Consultant:** Professional services shall include design and construction administration phase services for the renewal/replacement of the existing 2nd floor exterior mezzanine walkways and canopies in the Courtyard area between the A and B buildings, as detailed on the attached proposal dated July 18, 2023. In the event of a conflict between the terms and conditions of the Contract and the terms and conditions of Consultant's proposal, the terms and conditions of the Contract shall control.
5. **Compensation:** The compensation to be paid to the Consultant for the requested services shall be: Lump Sum charge of \$49,410.00.
6. **This CSA may be terminated, in whole or in part, by the County with or without cause in accordance with the Contract terms. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for all services performed to termination date, together with reimbursable expenses (if applicable) then due in accordance with the Contract terms.**

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

7. If not previously provided or for a new project, the Consultant shall provide County with an executed Conflict of Interest Disclosure Form, attached hereto and incorporated herein.
8. All terms, conditions, and obligations of the original Contract shall remain in full force and effect, unless specifically noted as follows:

E-VERIFY - EMPLOYMENT ELIGIBILITY

CONSULTANT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the CONSULTANT's subconsultants performing any duties and obligations under this Contract are registered with the E-Verify System and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONSULTANT shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

If COUNTY has a good faith belief that CONSULTANT's subconsultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify

Project Name: MDC Courtyard Area Mezzanine Walkway & Canopy
Project No. 15218

CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant.

If COUNTY terminates this Contract pursuant to the above, CONSULTANT shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, CONSULTANT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

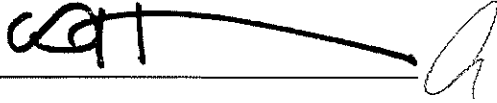
9. **Time of Commencement:** Consultant shall begin work immediately on the requested services upon receipt of this executed document which shall constitute official **"Notice to Proceed"**.
10. This contract was awarded under the County's prior SBE program. SBE participation for this CSA is 55.71%. When added to the Consultant's participation to date, the resulting SBE participation is 24.30%. The Consultant's contract goal is 15%.

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

CONSULTANT: LEO A. DALY COMPANY

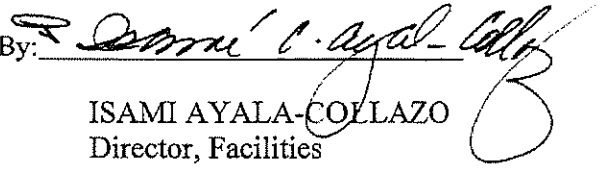
Palm Beach County, a political
subdivision of the State of Florida, Board
of County Commissioners, By Director,
Facilities Development & Operations

Signed: By: _____



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

Signed: By: _____



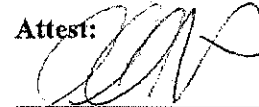
Name: ISAMI AYALA-COLLAZO
Title: Director, Facilities
Development & Operations

Date: September 25, 2023

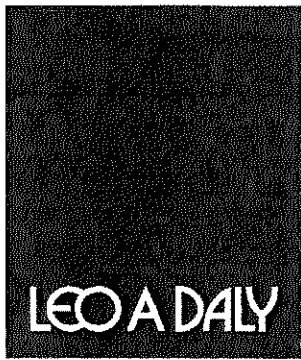
Date: _____

12/5/23

Attest: _____



FDO Fiscal



PLANNING
 ARCHITECTURE
 ENGINEERING
 INTERIORS

ABU DHABI
 ATLANTA
 AUSTIN
 BEIJING
 CHICAGO
 COLLEGE STATION
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Florida License
 No. AAC0000734

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

leoadaly.com

July 18, 2023

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

Re: **MDC–Courtyard Area Mezzanine Walkway & Canopy
 Renewal / Replacement Proposal**
 PBC Project # 15218
 Architectural/Professional Services

Dear Mr. Halverson:

LEO A DALY is pleased to present this proposal to provide professional services for the Renewal / Replacement of the existing 2nd. Floor exterior mezzanine walkways and canopies in the Courtyard Area between the A and B Buildings scope of work at the Main Detention Center located at 3228 Gun Club Road, West Palm Beach, Florida 33406. Our proposal agreement is provided hereafter.

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

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

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

I. PROJECT SCOPE

Provide Professional Services associated with the Renewal / Replacement of the existing 2nd. Floor exterior mezzanine walkways and canopies in the Courtyard Area between the A and B Buildings at the Main Detention Center. Scope includes R/R of deteriorated steel handrail/guardrail, replacement canopies, replacement of existing wall mounted and column mounted light fixtures, apply traffic coating to mezzanine walkways.

At the County’s discretion, scope may include the replacement of the exterior wall finish system to match the new “Wooden” product assembly which has been applied to the south elevation of the A-Building as part of the PBSO HQ Renovation. It is understood that product lead times may remove this from consideration.

Provide Professional Services associated with the Renewal / Replacement of the existing integral gutter running along the covered walkway above the ground floor level (Location runs along north elevation of B-Building and the west elevation of the Central Energy Plant.

II. PROFESSIONAL SERVICES AND DELIVERABLES

The following bullet points highlight discussions related to project scope as well as tasks the Design Team will be performing as per this proposal:

- As per request of the County Leo A Daly had their Structural Engineering consultant perform a Structural Assessment of the existing open stair and mezzanine walkways between the A and B-Buildings at the Main Detention Center. This task was executed and issued to the County and Contractor in its final form on May 4, 2023.
- As a continuation of the next steps moving forward, the County requested the Design Team submit a proposal for the Renewal / Replacement and remediation of the following (in the above noted area):
 - Replace the existing mezzanine level canopy (which the covering fabric only was demo'd / removed as part of the A-Building PBSO HQ Renovation Project) over the 2nd. Level mezzanine area located on the east end of the courtyard between the A and B-Buildings with a new Prefinished Aluminum Canopy which will utilize the existing structural steel tube columns to the extent possible. The width of the new canopy shall span between the A building to the north and the B-Building to the south. In the east / west direction, the new canopy shall also span from the finished face of the west elevation exterior of the A-Building and slope down (4:12 pitch) to the west and will terminate just to the west edge of the north / south mezzanine walkway at the top of the courtyard stair landing.
- Existing epoxy paint will be removed to the extent possible from the existing concrete walking surface located at the 2nd. level exterior mezzanine walkways in the courtyard area. These surfaces will have a new fluid applied traffic coating applied to them as part of this renewal project.
- During the 3/30/23 OAC Meeting the County directed the Design Team to include J.H. – PBC CID advised there were two additional tasks that they wish to be added to part of the Courtyard Canopy scope of work:
 - #1 = Replace the canvas canopy (with like material) above the ground level north / south breezeway located along the west elevation running between A and B Buildings.
 - #2 = Replace the shorter length canvas canopy (with like material) above the 2nd. Floor level / mezzanine north / south walkway located along the west end of the courtyard between A and B Buildings.
- Provide Consultants Structural remediation details for substantially deteriorated structural elements identified in the courtyard area as part of the above noted Structural Assessment. The Structural Engineer will also provide remediation details (as necessary) for any minor items discovered during the Contractors execution of the Renewal / Replacement scope as long as they do not require engineering and design. Refer to attached proposal form the Design Team's

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Mezzanine Walkway & Canopy
Renewal / Replacement
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Structural Engineering consultant for additional narrative of proposed services (Ref. Exhibit – B).

- As per 6/30/23 conversation with the County, the existing wall and column mounted light fixtures in the area are quite deteriorated and shall be replaced as part of this Renewal / Replacement scope. Leo A Daly will have our Electrical Consultant prepare drawings depicting new light fixtures to replace the existing wall and column mounted light fixtures located along the exterior walls (and steel columns) of A and B-Buildings which face the courtyard area. Refer to consultant proposal identified as Exhibit – C for additional narrative associated with this task.
- During the 7/11/23 On-Site OAC Meeting the County directed the Design Team to include remediation of the existing integral gutter running along the covered walkway above the ground floor level. The “L-Shaped” covered walkway runs in an East / West orientation along the north face of B-Building (Beginning just east of Gridline – 9.4, Ref. Exhibit – D) and runs to the West elevation of the Central Energy Plant where it turns north at 90 degrees and terminates at the north face of the Central Energy Plant. The integral gutter is wrapped in an EIFS false beam and soffit around light-gauge exterior metal stud framing (Ref. Exhibit – F). As per County direction, the R/R will be like for like as they are comfortable with the existing detail. In the replicated detail, Leo A Daly will note the replacement metal stud framing associated with this renewal / replacement shall be by a third-party Specialty Engineer Registered in the State of Florida.
- During the 7/11/23 On-Site OAC Meeting Leo A Daly advise the County, that if they elect to replace of paint the existing metal ceiling panels located at the underside of the existing mezzanine walkway, they would be able to do so as part of deferred maintenance. If the County elects to replace the existing metal ceiling panels with a “hard lid” ceiling composed of Densglass Gold Sheathing with a trowel applied finish, they were advised that the Authority Having Jurisdiction would require the exterior framing be engineered by a third-party Specialty Engineer Registered in the State of Florida. This “hard lid” ceiling would also require access panels in locations to be determined.
- It is assumed that any “temporary canopies” (As depicted on sheet AE110H, Exhibit – D) identified above the second floor existing door openings associated with the A-Building and B-Building will not be part of the project scope.
- The replacement of the existing roofing system and coping cap of the B-Building is not included as part of the scope of professional services associated with this Renewal / Replacement project scope. The Design Team will however detail for the addition on a Pre-finished aluminum coping cap (to match the one utilized on A-Building) over the existing precast stone coping cap running east/west along the north elevation of B-Building. This should help to minimize the potential for water infiltration entering into the exterior wall system which is thought to be entering through the vertical grouted joints between the precast stone coping cap as the existing roofing membrane does not appear to continue

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Mezzanine Walkway & Canopy
Renewal / Replacement
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up and over the parapet wall as is common practice in current roofing applications.

- In order to clarify and address questions which were raised by the Contractor during the development of this scope Leo A Daly has furnished response to these inquiries (Ref. Exhibit – F).
- Refer to attached Consultant Proposals Exhibit's B & C for expanded narrative of professional services.

Deliverable Schedule:

Two deliverables have been assumed for the scope of this proposal as follows:

- One 75% Construction Document submittal will be provided to the Owner 4 weeks after the Notice to Proceed is received from the County.
- Two Week Owner Review.
- One 95% Construction Document / Permit submittal addressing PBC 75% comments will be delivered 2 weeks after receiving all review comments.

III. SUB-CONSULTANTS

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

Sub-Consultant Name	Discipline/Design Service
Bliss & Nyitray, Inc.	Structural Engineer
TLC Engineering Solutions	Electrical Consultant

IV. FEE PAYMENT SCHEDULE

The fee for services, summarized in preceding paragraph(s), shall be a single stipulated sum of Forty-Nine Thousand One Hundred-Ten Dollars and Zero Cents \$ 49,410.00.

Bliss & Nyitray, Inc.	\$ 7,500.00
TLC Engineering Solutions	\$ 4,800.00
<u>Leo A Daly</u>	<u>\$ 37,110.00</u>
 Total Fee	 \$ 49,410.00

V. 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.

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VI. ADDITIONAL TERMS AND CONDITIONS

- A. All of the applicable terms and qualifications of our Prime Agreement for Architectural/Professional Services dated October 20, 2015 (and Amendment-1, October 20, 2020) shall apply.

- B. The following sub-consultants and work product are not included in the Architect's scope of services:
 - 1. Civil Engineering
 - 2. Landscape/irrigation
 - 3. Acoustical Consulting
 - 4. Special Lighting Consultant
 - 5. Testing of any existing conditions considered necessary.
 - 6. Structural Drawings, Design or Analysis
(Other than remediation details defined as per attached consultant proposal as per Exhibit -B)
 - 7. Mechanical, Plumbing, Fire Protection Engineering
 - 8. Electrical Engineering
(Other than defined as per attached consultant proposal as per Exhibit -C)
 - 9. Cost estimating services are to be completed by the Construction Manager and are not included as part of this proposal.
 - 10. 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, ARCHITECT IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDED UNDER THIS CONTRACT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT, AS LONG AS ARCHITECT MAINTAINS THE PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THE CONTRACT AND AS LONG AS ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS CONTRACT.

- 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

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stipulated herein. When executed by the Parties, all Addenda will incorporate all the applicable terms and conditions as outlined in this Agreement. The following standard billing rates are applicable for additional services and for designated basic services denoted within this Agreement.

STANDARD HOURLY BILLING RATES

Managing Principal	\$283.00
Project Executive	\$203.00
Project Manager	\$190.00
Design Director	\$201.00
Job Captain	\$141.00
Specification Writer	\$159.00
Technician (Draftsperson) Cat-2	\$116.00
Technical Typist (Admin.)	\$ 68.00

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

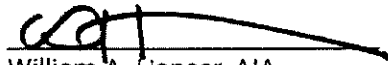
VII. PAYMENTS:

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

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

Sincerely,

ARCHITECT



William A. Hanser, AIA
Vice President, Managing Principal

Attachments:

- Exhibit – A: LAD Fee Tabulation Worksheet
- Exhibit – B: Consultant Proposal and Scope of Work – Bliss & Nyitray, Inc.
- Exhibit – C: Consultant Proposal and Scope of Work – TLC Engineering Solutions
- Exhibit – D: Courtyard Plan Depicting limits of Work
- Exhibit – E: Conceptual Elevation and Section – New Pre-Finished Aluminum Canopy
- Exhibit – F: LAD Mark-up Responses to Contractor Review Comments
- Exhibit – G: Existing Integral Gutter Detail

WAH/jt
LAD Project No. 201-10019-264

P:\201\201-10019-260\2-0-Project-Admin\2-1-Client-Agreements\MDC - Canopy & Mezzanine R&R\2023.07.18
MDC - Courtyard Area Mezzanine Walkway and Canopy R&R Proposal.docx

Leo A Daly

FEE TABULATION WORKSHEET-EXHIBIT "A" - MDC - Courtyard Area Mezzanine Walkway & Canopy R/R Proposal

DATE: 7/18/2023
 PROJECT: DETENTION FACILITIES RENEWAL / REPLACEMENT PROJECT - MDC PHASE III
 PBC PROJECT NO: 15218
 LOCATION: West Palm Beach, Florida
 OWNER: Palm Beach County
 PBC REP: Jeff Halverson
 SCOPE: MDC - Courtyard Area Mezzanine Walkway & Canopy R/R Proposal

TASK DESCRIPTION	Managing Principal	Project Executive	Project Manager	Spec Writer	Job Captain	Design Director	Technician Cat-2	Typist (Admin.)	TASK HOURS	TASK BUDGET
Preliminary										\$1,411.00
Project Start-up & Administration		1	6					1	8	\$1,411.00
Schematic Design - (Phase N/A)										\$0.00
Field Verify As-Built Conditions									0	\$0.00
Team Meetings/Meeting Minutes									0	\$0.00
Correspondence/Consultant Coord.									0	\$0.00
Drawings									0	\$0.00
Specifications									0	\$0.00
Responses to Owner Comments & Review									0	\$0.00
Misc. Code/Product Review									0	\$0.00
QA/QC									0	\$0.00
Design Development Phase (N/A)										\$0.00
Field Verify Existing Conditions (initial walk-through & follow-up with open access)									0	\$0.00
Meetings/Meeting Minutes (3 total)									0	\$0.00
Correspondence/Consultant Coord.									0	\$0.00
Drawings									0	\$0.00
Specifications									0	\$0.00
Responses to Owner Comments & Review									0	\$0.00
Misc. Code/Product Review									0	\$0.00
QA/QC									0	\$0.00
50% Construction Documents Phase - N/A										\$0.00
Field Verify As-Built Conditions									0	\$0.00
Attend 1 Team Meeting									0	\$0.00
Correspondence/Consultant Coord.									0	\$0.00
Conform Consultant Drawings									0	\$0.00
Specifications									0	\$0.00
Responses to Owner Comments & Review									0	\$0.00
Misc. Code/Product Review									0	\$0.00
QA/QC									0	\$0.00
95% C.D. / Permit Submittal Phase - 5 wks.										\$16,124.00
Field Verify Existing Conditions			6						6	\$1,140.00
Attend 2 Team Meetings (Kick-off and Final F.B. review)			12						12	\$2,280.00
Correspondence/Consultant Coord.			8			8			16	\$2,448.00
Drawings			16			36			52	\$7,216.00
Specifications (Develop and Conform)			10						10	\$1,900.00
Responses to Owner Comments & Review			4						4	\$760.00
QA/QC			2						2	\$380.00
100% Construction Documents Phase (Conformance Set) - (2 wks.)										\$0.00
Field Verify As-Built Conditions									0	\$0.00
Attend (0) Team Meeting									0	\$0.00
Correspondence/Consultant Coord.									0	\$0.00
Drawings									0	\$0.00
Specifications									0	\$0.00
Responses to Owner Comments & Review									0	\$0.00
QA/QC									0	\$0.00
BIDDING/PERMITTING/NEGOTIATIONS - (N/A)										\$1,520.00
Respond to RFIs and questions			8						8	\$1,520.00
Attend (0) Pre-Bid Meeting									0	\$0.00
Respond to Bidg Dept Comments									0	\$0.00
(1 initial review and 1 final assumed and meetings if required)										
CONSTRUCTION - 17 wks. (13 wks. to Substantial Completion and 4 wks. to Final)										\$17,120.00
Requisitions Review/Processing			4						4	\$760.00
CR / COP Review			12						12	\$2,280.00
Submittals Reviews/ Coresp RFIs			40			10			50	\$8,760.00
OAC/Coord Mtgs/Mtg minutes (2 per month)			26						26	\$4,940.00
Punch-Out & Reports			2						2	\$380.00
CONTRACT CLOSEOUT										\$760.00
Closeout Record Drawing Documentation			4						4	\$760.00
TOTAL HOURS	0	1	160	0	0	0	54	1	216	
RATES	\$283	\$203	\$190	\$159	\$141	\$201	\$116	\$68		
BUDGET	\$0	\$203	\$30,400	\$0	\$0	\$0	\$6,264	\$68		\$36,935.00
LEO A DALY SUBTOTAL										\$36,935.00
EXPENSES										\$175.00
Photographs										
Mail/Federal Express/Courier Services										
Reproductions/ Printing /Computer Time										\$125.00
Photocopies										
Travel/ Auto Mileage										\$50.00
SUB-CONSULTANTS										\$12,300.00
BHSS & Nvtray, Inc.										\$7,500.00
TLC Engineering Solutions										\$4,800.00

LEO A DALY TOTAL \$37,110.00
SUB-CONSULTANTS TOTAL \$12,300.00
TOTAL \$49,410.00



BLISS & NYITRAY, INC.
STRUCTURAL
ENGINEERS



Fee Proposal for Structural Engineering Services

Date	May 18, 2023	Reference	PBC Main Detention Center Courtyard Canopy and Walkway Repair Drawings
To	Leo A Daly 1400 Centre Park Blvd, Suite 500 West Palm Beach, FL 33401	Attention	Sean M. Hockman, AIA Senior Associate, Senior Project Manager

Project Description

A Structural Condition Assessment Report was issued for the Exterior Canopy and Walkways at the PBC Main Detention Center Administration Buildings by Bliss & Nyitray, Inc. on May 4, 2023. Within the report, a few conditions were noted to require structural drawings to perform the repairs. The County would like a professional services fee for these repair drawings.

Existing Conditions

The Structural Condition Assessment was limited to what was visually accessible at the time of the site visit. We anticipate there will be unforeseen conditions that likely will require additional repair details upon discovery. Our Scope of services includes addressing minor unforeseen conditions. Any unforeseen condition deemed to be a major repair is excluded from this scope of service upon which BNI will provide additional services upon written authorization by the Client to address this.

If the existing conditions once uncovered represent questionable materials, some testing may be required by a testing laboratory to be hired by the owner. Our Proposal includes selecting areas and/or materials to be tested, helping to establish testing criteria, and the analysis of results provided by the testing lab.

Scope of Services


Our Basic Services includes the preparation of drawings, specifications and calculations as required for permitting and construction. Our Basic Services includes the design of the Primary Structural Frame repairs noted in the Condition Assessment. Our Proposal also includes Construction Administration such as responses to RFI's, shop drawings, and Two site visits and/or meetings during construction.

Basic Services Fee


We propose to provide the described Basic Services for a Lump Sum Fee of **Seven Thousand Five Hundred Dollars (\$7,500.00)**.

Reimbursables

Reimbursable Expenses as defined by AIA B101 shall be invoiced at 1.1 times cost.

Offered by:  BLISS & NYITRAY, INC.
STRUCTURAL ENGINEERS

Scott Stamford May 18, 2023
(Signature) (Date)

Accepted by: 

(Signature) (Date)

(Printed Name/title)

(Printed Name/title)

Please sign and return one copy. The Terms and Conditions on the following pages are a part of this Agreement.

Hockman, Sean

From: Scott Stanford <s-stanford@bniengineers.com>
Sent: Tuesday, November 28, 2023 2:24 PM
To: Hockman, Sean
Subject: RE: 15218 MDC = Courtyard and Canopy Renewal - CSA 29 hourly breakdown for Bliss & Nyitray

Sean,

See below fee breakdown by position and hours.

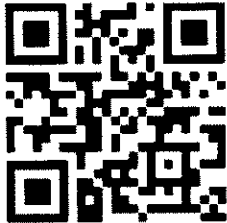
POSITION	PROJECTED HOURS	HOURLY RATE
Project Manager	14	\$175
Engineer	25	\$120
CAD Operator	22	\$85
Admin	2.77	\$65

TOTAL = \$7,500

Scott Stanford, P.E, S.E.
Associate | West Palm Beach Office Director
T 561-623-7081 C 561-385-3866
Email www.BNlengineers.com

[Instagram](#) | [LinkedIn](#) | [Facebook](#)

Scan my business card



RECEIVED
CAPITAL IMPROVEMENTS DIV.

NOV 27 2023

FILE#: _____
CC: _____

From: Hockman, Sean <SMHockman@leodaly.com>
Sent: Tuesday, November 28, 2023 2:12 PM
To: Scott Stanford <s-stanford@bniengineers.com>
Subject: RE: 15218 MDC = Courtyard and Canopy Renewal - CSA 29 hourly breakdown for Bliss & Nyitray

Thanks.
Can you give me a quick call on the Data Center Project.

It's about roofing system. (Do you need structural concrete (or lightweight insulating concrete) on corrugated metal deck or is tapered ridged insulation on corrugated metal deck ok?)

Not sure what you need for diaphragm action.

Terms and Conditions

Project: PBC Main Detention Center Courtyard
Canopy and Walkway Repair Drawings

Page: 2 of 2
Date: 5/18/2023

1. **Standard of Care:** BNI will endeavor to perform services in a manner consistent with the degree of care and skill ordinarily exercised by members of our profession currently practicing in the same locality under similar conditions. No other representation, warranty or guarantee is made, included or intended as to our professional services.
2. **Services Excluded:**
 - A. Attendance of bi-weekly, monthly or out-of-town meetings in which structural issues are not the main focus.
 - B. Estimates of probable construction cost.
 - C. Addressing any nonstructural items such as waterproofing, MEP equipment hangers, Architectural finishes, etc.
 - D. Structural Repair drawings addressing unforeseen conditions that require major structural repairs.
3. **Additional Services:** Services beyond those outlined under basic services, including but not limited to an increase in the scope of the project, revisions, construction errors, additional site visits and inspections will be provided for an additional negotiated lump sum fee or performed on an hourly basis at the rates indicated below. BNI will provide additional services upon written authorization by the Client.
4. **Hourly Billing Rates:** Rates are subject to annual adjustment, starting January 1, 2024.

Principal	\$225/HR	CAD Manager	\$115/HR
Project Manager	\$175/HR	CAD Operator	\$85/HR
Project Engineer	\$150/HR	Administrative Assistant	\$65/HR
Engineer	\$120/HR		
5. **Terms:** If the services covered by this Agreement have not been completed by December 31, 2023 for reasons beyond our control, compensation set forth in this Agreement shall be equitably adjusted. If this proposal is not accepted within 90 days, it shall become void.
6. **Provisions Related to Payment:**
 - A. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by BNI, employees and subconsultants in the interest of the Project, such as expedited delivery, travel, and printing other than for BNI. Reimbursable expenses and Additional Services will be billed monthly as they are incurred.
 - B. BNI shall invoice Client by phase when completed or on a monthly basis based on the percentage of services completed.

Construction Documents	80%
Construction Administration	20% Billed monthly based on services provided
 - C. Client agrees to pay each invoice within fifteen (15) days of receipt of payment from Client's client, but not later than 90 days from the date of the invoice. Late payments will be charged interest at the rate of 1.5% per month and we reserve the right to stop work and withhold documents.
7. **Risk Allocation:** In recognition of the relative risks, rewards and benefits of the project to both the Client and BNI, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of BNI, its individual officers, shareholders and employees (collectively hereafter referred to as BNI) to the Client, for any and all claims, losses, costs, damages of any nature whatsoever or claim expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of BNI to the Client shall not exceed \$250,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
8. **Hidden Conditions:** A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If either Client or BNI has reason to believe that a structurally deficient condition may exist or if there are deficiencies or inaccuracies in any information or documentation furnished to BNI by the Client, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition, including the cost of BNI's Additional Services. If the Client fails to authorize such investigation or correction after due notification, or if BNI has no reason to believe that such a condition exists, then the Client is responsible for all risks associated with this condition, and BNI shall not be responsible for the existing condition nor resulting damages to persons or property.
9. **Mediation:** The Client and BNI agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to formal mediation unless the parties mutually agree otherwise. Anything contained in any other contract document notwithstanding, BNI shall not be bound by any provision requiring arbitration of disputes or controversies arising out of BNI's work.
10. **Hazardous Material:** BNI shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons, to hazardous materials in any form.
11. **Applicable Law:** This Agreement shall be governed by the laws of the State of Florida.
12. **Assigns:** Neither the Client nor BNI may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party.
13. **Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or BNI.
14. **Severability:** In the event any of the provisions of these General Provisions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
15. **Termination of Services:** This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay BNI for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

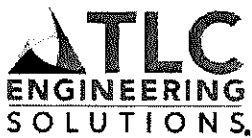


Exhibit - C

July 6, 2023

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

**Re: PBC Main Detention Center Phase III R&R
Courtyard Area Mezzanine Walkway & Canopy
Additional Services Request
TLC Project Number: 516088**

Dear Sean:

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

Additional services are based on the following scope item:

- 1. Provide Electrical drawings depicting new light fixtures to replace the existing wall and column mounted light fixtures located along the exterior walls (and steel columns) of A and B-Buildings which face the courtyard.

TLC is prepared to provide supplemental services as outlined above for a fixed fee of **\$4,800.00**.

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

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

Please give me a call with any questions or comments.

TLC Engineering Solutions, Inc.

Authorization

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

By: _____

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

Print Name and Title

Date: _____

ATTACHMENT C
 PALM BEACH COUNTY
 PBC MDC R&R - Courtyard Area Mezzanine Walkway & Canopy AS

Scope of work														
Task	Rate	Schematic Design Phase (Hours)	Schematic Review	DD Phase (Hours)	DD Review	50% CD's (Hours)	50% CD's Review	95% CD's / Permit (Hours)	100% Conformance Set	Bidding/Bidding RFI's	CA Calls, RFI & Submittals	CA Services Site Visits	Total Hours	Amount
Electrical CAD	\$ 95.00	0	0	0	0	0	0	16	2	0	0.5	0	18.5	\$ 1,757.50
Electrical Engineer	\$ 150.00	0	0	0	0	0	0	8	1	0	2	0	11	\$ 1,650.00
Senior Engineer	\$ 175.00	0	0	0	0	0	0	1	1	0	1	0	3	\$ 525.00
Director	\$ 205.00	0	0	0	0	0	0	0.5	0.5	0	0.5	0	1.5	\$ 307.50
Total Electrical Fee			\$0.00		\$0.00		\$0.00		\$617.50	\$0.00	\$625.00	\$0.00		\$ 4,240.00
Security CAD	\$ 95.00	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Security Engineer	\$ 150.00	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Senior Engineer	\$ 175.00	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Director	\$ 205.00	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Total Security Fee			\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00		\$ -
Telecom CAD	\$ 95.00	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Telecom Engineer	\$ 150.00	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Senior Engineer	\$ 175.00	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Director	\$ 205.00	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Total Telecom Fee			\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00		\$ -
Clerical	\$ 70.00	0	0	0	0	0	0	6	0	0	0	0	6	\$ 420.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Expenses			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$140.00	\$0.00	\$0.00	\$0.00	\$0.00		\$ 140.00
Total per phase			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$617.50	\$0.00	\$625.00	\$0.00		
0														\$ 4,800.00

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: MDC - Courtyard Area Mezzanine Walkway and Canopy
Renewal / Replacement
 SOLICITATION OPENING/SUBMITTAL DATE: 9/12/2023

SOLICITATION/PROJECT/BID NO.: 15218
 COUNTY DEPARTMENT: FDO/CID

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

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

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$ 37,110.00
 *SMWBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.
 Non-SBE MBE WBE SBE

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

Subcontractor/Sub consultant Name	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
1. TLC Engineering Solutions 7370 Cabot Ct Suite 103 Melbourne, FL 32940 (321)836-0274	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$ 4,800.00	_____	_____
2. Biss & Nytray, Inc. 580 Village Blvd #310 West Palm Beach, FL 33409 (561) 623-7081	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$ 7,500.00	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)
 Total \$ 12,300.00

Total Bid/Offer Price \$ 49,410.00

Total Certified S/M/WBE Participation \$ _____

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

- Note:
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
 - Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 15218
 SOLICITATION/PROJECT NAME: MDC - Courtyard Area Mezzanine Walkway and Canopy Renewal / Replacement

Prime Contractor: Leo A Daly Subcontractor: _____

(Check box(s) that apply)

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

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

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

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

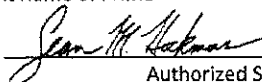
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Provide Design Team Lead Services to coordinate the renewal / replacement of the existing 2nd. Floor exterior mezzanine walkways and canopies in the Courtyard Area between the A and B Buildings at the Main Detention Center.				\$ 37,110.00
	Refer to Main Proposal for additional narrative.				

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$ 37,110.00

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

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

Leo A Daly

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

 Print Name
Senior Associate

 Title
 Date: 9/12/2023

 Print Name of Subcontractor/subconsultant
 By: _____
 Authorized Signature

 Print Name

 Title
 Date: _____

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 15218

SOLICITATION/PROJECT NAME: MDC - Courtyard Area Mezzanine Walkway and Canopy Renewal / Replacement

Prime Contractor: Leo A Daly Subcontractor: TLC Engineering Solutions

(Check box(s) that apply)

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

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

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

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

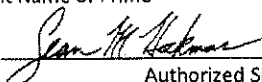
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	TLC Engineering Solutions to provide a Electrical Engineering services to coordinate the replacement of the existing column and wall mounted light fixtures located along the exterior walls (and steel columns) of A and B-Buildings which face the courtyard area.				\$ 4,800.00
	Refer to Consultant Proposal for additional narrative (Ref. Exhibit-C)				

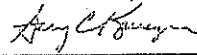
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$ 4,800.00

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

N/A Price or Percentage: N/A

Name of 2nd/3rd tier Subcontractor/subconsultant

Leo A Daly
 Print Name of Prime
 By: 
 Authorized Signature
Sean M. Hockman
 Print Name
Senior Associate
 Title
 Date: 9/12/2023

TLC Engineering Solutions
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
Gary C. Krueger
 Print Name
P.E., C.M. LEED AP BD+C Principal / Division Director
 Title
 Date: 9/12/2023

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 15218

SOLICITATION/PROJECT NAME: MDC - Courtyard Area Mezzanine Walkway and Canopy Renewal / Replacement

Prime Contractor: Leo A Daly Subcontractor: Bliss & Nyitray, Inc.

(Check box(s) that apply)

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

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

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

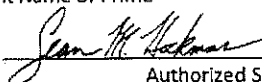
S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Provide Structural Engineering Services associated with the renewal / replacement of the existing 2nd. Floor exterior mezzanine walkways and open stair in the Courtyard Area between the A and B Buildings at the Main Detention Center.				\$ 7,500.00
	Refer to Consultant Proposal for additional narrative (Ref. Exhibit-B).				

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$ 7,500.00

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

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

Leo A Daly
 Print Name of Prime
 By: 
 Authorized Signature
Sean M. Hockman
 Print Name
Senior Associate
 Title
 Date: 9/12/2023

Bliss & Nyitray, Inc.
 Print Name of Subcontractor/subconsultant
 Digitally signed by Scott S Stanford
 DN: cn=Scott S Stanford,
 ou=A014100000017547BAF6230000288,
 o=BLISS AND NYITRAY INC, c=US
 Date: 2023.09.13 10:54:28 -0400
 By: Scott S Stanford
 Authorized Signature
Scott Stanford
 Print Name
Associate
 Title
 Date: 9/12/2023

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 09/18/23 REQUESTED BY: Jeff Halverson PHONE: 233-0236

PROJECT TITLE: MDC R/R Courtyard Area Mezzanine Walkway & Canopy
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: N/A
EFDO #2021-040189

IST PLANNING NO.:

REQUESTED AMOUNT: \$49,410.00

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

CSA or CHANGE ORDER NUMBER: CSA #29

LOCATION: 3228 Gun Club Road, WPB

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER: 15218

CONSULTANT/CONTRACTOR: Leo A. Daly Company

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

Professional services shall include design and construction administration phase services for the renewal/replacement of the existing 2nd floor exterior mezzanine walkways and canopies in the Courtyard area between the A and B buildings.

CONSTRUCTION	\$
PROFESSIONAL SERVICES	\$49,410.00
STAFF COSTS*	\$
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$49,410.00

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

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

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

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

Ad Valorem (Amount \$ _____) Infrastructure Sales Tax (Amount \$ 49,410.00)
State (source/type: _____ Amount \$ _____) Federal (source/type: _____ Amount \$ _____)
Grant (source/type: _____ Amount \$ _____) Impact Fees: (Amount \$ _____)
Other (source/type: _____ Amount \$ _____)

Department: FD&O

BAS APPROVED BY: [Signature]

DATE 9/21/2023

ENCUMBRANCE NUMBER: KPO 052316-520 LN. 19

CSA History

Project Name: Detention Facilities R/R		DIR + CRC Dollars to Date		Project Manager: Jeff Halverson				
Project Number: 15218		\$671,490.86		Contract Amount:				
Consultant: Leo A. Daly		DIR + CRC Dollars to Date - R&F		Expires: 10/20/2025				
Contract Date: 10/20/15		\$263,333.12		SBE Goal: 15.0%				
Resolution Number: R2015-1459		Total	\$4,510,896.74	\$1,481,979.46	24.30%			
CSA#	CSA Amount	SBE Amount	Requested By	Request Date	Services	Approved	Appr'd By	SBE %
Orig.					ORIGINAL CONTRACT	20-Oct-15	BCC	
					Amendment #1 to extend contract term	8-Dec-20	BCC	
1	\$17,405.00	\$0.00	Mike McPherson (cc)	1-Nov-15	MDC East West Tower Study	24-Nov-15	DIR	0.00%
2	\$10,590.00	\$0.00	Mike McPherson (cc)		WDC Pods A & B Condition Assessment	11-Jan-16	DIR	0.00%
3	\$27,169.00	\$0.00	Mike McPherson (cc)	3-May-16	MDC Develop RFP for access control	18-May-16	DIR	0.00%
4	\$573,281.00	\$58,947.00	Mike McPherson (cc)	3-May-16	Planning & Design services for R/R equipment	21-Jun-16	BCC	10.28%
5	\$578,496.00	\$182,262.00	Mike McPherson (cc)	10-Feb-17	Design and construction administration	14-Mar-17	BCC	31.51%
6	\$11,604.00	\$1,000.00	Mike McPherson (cc)	13-Apr-17	17214 - NCGC Lobby Security Enhancements - A/E services for design, permitting and CA services	6-May-17	DIR	8.62%
7	\$434,075.00	\$0.00	Mike McPherson (cc)	22-Mar-18	Construction Administration for Phase II R/R South Tower Electronics	1-May-18	BCC	0.00%
8	-\$45,313.00	-\$45,313.00	Mike McPherson (cc)	3-Apr-18	MDC Phase II R/R - Credit for Schematic Design thru CA Services	18-May-18	DIR	100.00%
9	\$24,860.00	\$0.00	Mike McPherson (cc)	4-Jun-18	MDC Phase IIA R/R Construction Services	22-Jun-18	DIR	0.00%
10	\$36,806.00	\$33,460.00	Mike McPherson (cc)	9-Jul-18	MDC Phase III - East Tower HVAC Analysis	13-Aug-18	DIR	90.91%
11	\$34,078.00	\$30,980.00	Mike McPherson (cc)	19-Jul-18	MDC Phase III - West Tower HVAC Analysis	17-Aug-18	DIR	90.91%
12	\$1,152,891.00	\$384,855.00	Mike McPherson (cc)	31-May-19	MDC East Tower Design	2-Jul-19	BCC	33.38%
13	\$121,923.00	\$0.00	Mike McPherson (cc)	23-Jul-19	MDC Phase II South Tower Electronics	8-Oct-19	BCC	0.00%
14	\$85,507.00	\$0.00	Mike McPherson (cc)	31-Oct-19	Eagle Academy	4-Dec-19	CRC	0.00%
15	\$1,233,812.00	\$421,800.00	Mike McPherson (cc)	13-Oct-20	MDC Phase IV West Tower	15-Dec-20	BCC	34.19%
16	\$49,724.00	\$0.00	Fernando Del Dago	1-Apr-21	2021-029356 PBSO IT Improvements - Eagle Academy	7-Apr-21	DIR	0.00%
17	\$94,993.00	\$0.00	FDD/Jim	14-Jun-2021	2021-029356 PBSO IT Improvements - Eagle Academy - Permit Submittal through Construction Administration	23-Jun-21	CRC	0.00%
18	\$5,800.00	\$0.00	FDD/Jim	15-Jul-2021	2021-029356 PBSO IT Improvements - Eagle Academy - Additional design services	24-Aug-21	DIR	0.00%
19	\$6,766.00	\$0.00	Jeff Halverson	9-Mar-2022	MDC South Tower Parking Lot Cameras	5-Apr-22	DIR	0.00%
20	\$9,250.74	\$5,830.74	Jeff Halverson	8-Jun-2022	MDC South Tower Louver Replacement Assessment	10-Jan-23	DIR	63.03%
21	\$38,919.00	\$0.00	Jeff Halverson	26-Oct-2022	MDC Phase III R/R - East Tower Interior Painting	26-Jan-23	DIR	0.00%
	R&F	\$408,157.74				16-May-23	BCC	
22	\$8,261.00	\$0.00	Jeff Halverson	8-Dec-2022	MDC Fire Command Room Study	2-Jun-23	DIR	0.00%
23	\$52,331.96	\$38,442.96	Jeff Halverson	16-Mar-2023	MDC Phase III R/R - additional plumbing scope	12-Jul-23	CRC	73.46%
24	\$27,555.00	\$0.00	Jeff Halverson	11-May-2023	MDC R/R Phase III - 3rd party design professional	7-Sep-23	DIR	0.00%
25	\$14,504.00	\$0.00	Jeff Halverson	12-Jun-2023	MDC R/R Phase III - Power Distruption Support	8-Sep-23	DIR	0.00%
26	\$21,762.50	\$0.00	Jeff Halverson	14-Jul-2012	MDC R/R Phaes III - Add infrastructure for PBSO IT in East Tower	8-Sep-23	DIR	0.00%
27	\$7,121.00	\$0.00	Jeff Halverson	19-Jul-2023	MDC R/R - Courtyard Stair & Mezzanine structural Assessment	25-Oct-23	DIR	0.00%
28	\$82,397.66	\$45,906.96	Jeff Halverson	24-Aug-2023	MDC R/R - South Tower Louver Replacement	29-Nov-23	CRC	55.71%
29	\$49,410.00	\$0.00	Jeff Halverson	12-Sep-2023	MDC R/R - Courtyard Mezzanine Walkway & Canopy	5-Dec-23	DIR	0.00%
								#DIV/0!
								#DIV/0!
								#DIV/0!
Total	\$4,765,968.86	\$1,158,171.66						24.30%

EXHIBIT E

CONFLICT OF INTEREST DISCLOSURE FORM

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

None

(Attach additional sheets as needed.)

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

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

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

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

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

W.A. Hanser 8.19.15
(Signature) (Date)

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

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

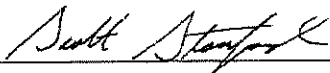
(Attach additional sheets as needed.)

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

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

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

This DISCLOSURE is submitted by (Name of Individual:) Scott Stanford, as (Title/Position:) Associate of (Name of Firm:) Bliss & Nyitray, Inc. who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.



Signature
September 29, 2023

Date

EXHIBIT E

CONFLICT OF INTEREST DISCLOSURE FORM

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

N/A
N/A
N/A

(Attach additional sheets as needed.)

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

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

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

THIS DISCLOSURE is submitted by GARY C. KRUEGER
as

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

1/1/2024

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		
INSURED LEO A. DALY 1392953 8600 INDIAN HILLS DRIVE OMAHA NE 68114-4039	INSURER A: Zurich American Insurance Company		NAIC # 16535
	INSURER B: Travelers Property Casualty Company of America		NAIC # 25674
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES LEAD01 **CERTIFICATE NUMBER:** 19725210 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO 7463242	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	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	Y	BAP 7463243	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX \$ XXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	CUP-0T356982	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 7463244	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: ALL PROJECTS, AS REQUIRED BY WRITTEN CONTRACT AND ALLOWED BY STATE LAW, PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY, THIS COVERAGE IS PRIMARY AND NON-CONTRIBUTORY IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 19725210 PALM BEACH COUNTY C/O CAPITAL IMPROVEMENTS DIVISION 2633 VISTA PARKWAY WEST PALM BEACH CA 33411-5603	CANCELLATION See Attachments 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

7/1/2024

DATE (MM/DD/YYYY)
7/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

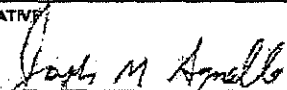
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT: NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED 1057787 LEO A. DALY 8600 INDIAN HILLS DRIVE OMAHA NE 68114-4039	INSURER A: Lloyds of London	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES LEAD01 **CERTIFICATE NUMBER:** 19725225 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/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		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ _____		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N N	LDUSA2304566	7/1/2023	7/1/2024	\$5,000,000 EACH CLAIM AND IN THE ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: ALL PROJECTS.

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