

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>

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

Budget Account No: Fund 3076 Dept 411 Unit B572 Object 6502

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

This item has no fiscal impact.

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 10/24/19
 OFMB *[Signature]* 10/10/19
[Signature] 10/30/19
 Contract Development and Control
[Signature] 10/30/19 TW

B. Legal Sufficiency:

[Signature] 11/4/19
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

THIRD AMENDMENT TO AGREEMENT FOR ART SERVICES

THIS THIRD AMENDMENT is made and entered this 19th day of **November, 2019**, by and between Palm Beach County, a political subdivision of the State of Florida (“COUNTY”) and Susan Narduli (“ARTIST”).

WHEREAS, the COUNTY and ARTIST entered into an Agreement for the Palm Beach County Convention Center Courtyard Public Art Project (“Agreement”) on December 19, 2017; and

WHEREAS, the COUNTY and ARTIST entered into a First Amendment to the Agreement on March 13, 2018 (the “First Amendment”) to change the scope of services and make certain other changes; and

WHEREAS, the COUNTY and ARTIST entered into a Second Amendment to the Agreement on December 18, 2018 (the “Second Amendment”) to change the scope of services, reduce the contract amount, extend the contract duration and make certain other changes; and

WHEREAS, the COUNTY and ARTIST desire to amend the Agreement to incorporate additional changes to the schedule of work based upon further design development and project team coordination.

NOW THEREFORE, in accordance with the mutual covenants herein contained, and other good valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Exhibit 4 (Schedule), as set forth in Attachment C to the Second Amendment is replaced in its entirety with Attachment A to this Third Amendment.
3. All other terms and conditions of the Agreement dated December 19, 2017, as modified by the First Amendment dated March 13, 2018 and the Second Amendment dated December 18, 2018, shall remain the same.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Third Amendment has been fully executed on behalf of the parties hereto by its duly authorized representatives, as of the date first written above.

COUNTY

ATTEST: SHARON R. BOCK
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____

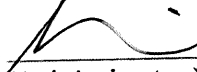
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

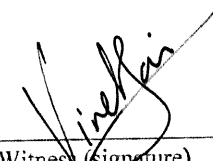
APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: Zen Armany Wong
Director of Facilities Development & Operations

ARTIST:


(Artist's signature)


Witness (signature)

Susan Narduli
(Artist's name print)

Vivek Sai
Witness (print)

ATTACHMENT A

***Exhibit 4
Schedule***

ACTIVITY	START DATE	END DATE	DURATION
Notice to Proceed – Screens/Gates	12/19/2017		
Preliminary Design – Screens/Gates	12/19/2017	12/29/2017	1 Week
Schematic Design – Screens/Gates	01/01/2018	09/21/2018	9 Months
Schematic Design Submittal & Review – Screens/Gates	09/21/2018		
Notice to Proceed – Courtyard	03/14/2018		
Schematic Design – Courtyard	03/15/2018	09/26/2018	6 Months
Schematic Design Submittal – Courtyard	09/26/2018		
Design Development	09/22/2018	04/05/2019	6.5 Months
Design Development Submittal	04/05/2019		
Construction Documentation	04/06/2019	03/02/2020	11 Months
95% Construction Documentation Submittal	10/04/2019		
Submittal for Permit	10/23/2019		
Permitting – Review, Comments and Updates	10/23/2019	02/03/2020	3.5 Months
Receive Permit	02/03/2020		
100% Construction Documentation Submittal	03/02/2020		
Preparation of Shop Drawings and Lighting Submittals	02/03/2020	03/02/2020	1 Month
County Review/Approval of Shop Drawings and Lighting	03/02/2020	03/30/2020	1 Month
Fabrication of Sculptural Screens and Gates. Procure Lighting	03/30/2020	08/21/2020	5 Months
Construction Administration	06/26/2020	09/27/2020	3 Months
Installation of Screen/Gates Sculptures with Lighting Fixtures	08/10/2020	09/27/2020	7 Weeks
Substantial Completion	09/27/2020		
Project Closeout	12/31/2020		

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	(\$4,625)	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$4,625)	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes	X	No	_____	_____
Does this Item Include Use of Federal Funds	Yes	_____	No	X	_____
Budget Account No:	Fund <u>3076</u>	Dept <u>411</u>	Unit <u>B572</u>	Object <u>6502</u>	
		Program _____			

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

With the reduction in the fixed fee, the total Project budget is \$1,685,975 with the approval of this item. A subsequent contract/item will further increase the total project budget to \$2,025,375 to fulfill Courtyard electrical requirements including contracting an electrical engineer and tie in to Convention Center electrical grid, both to meet code. Courtyard lighting controls and electrical infrastructure to support the Courtyard's future audio and security systems are included. The recommended source of funding for this project is the 68M Rev Bond Airport Center 2/Convention Center Parking Garage as the artwork is in satisfaction of a regulatory requirement included in the development order for the garage. The debt service for the portion of the bonds used for the Convention Center Parking Garage is funded 100% through bed tax revenues.

C. Departmental Fiscal Review: *[Signature]* 11/27/18

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 11/29/18
OFMB
9/11/18
11/29
Contract Development and Control
[Signature] 12/14/18
12/3/18

B. Legal Sufficiency:
[Signature] 12/6/18
Assessor County Attorney

C. Other Department Review:

Department Director

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

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 11/27/2018 REQUESTED BY: R. Eric McClellan PHONE: 233-0253

PROJECT TITLE: Convention Center Courtyard (Light Plaza project)
 (Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$784,600 IST PLANNING NO.: NA

REQUESTED AMOUNT: \$ (4,625) BCC RESOLUTION#: NA

CSA or CHANGE ORDER NUMBER: Second Amendment DATE: N/A

LOCATION: 650 Okeechobee Boulevard, West Palm Beach, FL

BUILDING NUMBER: NA

DESCRIPTION OF WORK/SERVICE LOCATION: Professional artist services

PROJECT/W.O. NUMBER: N/A

CONSULTANT/CONTRACTOR: Narduli Studio

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Decrease of fixed fee amount (responsive to a change in scope) and extension of contract duration by an additional 456 days.

CONSTRUCTION	\$
PROFESSIONAL SERVICES	\$ (4,625)
STAFF COSTS*	\$
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$ (4,625)

** 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: 3076 DEPT: 411 UNIT: B572 OBJ: 6502

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

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

Department: _____

BAS APPROVED BY: [Signature]

DATE 11/27/18

ENCUMBRANCE NUMBER: _____

R2018 1991

SECOND AMENDMENT TO AGREEMENT FOR ART SERVICES

THIS SECOND AMENDMENT is made and entered this DEC 18 2018 day of , 2018, by and between Palm Beach County, a political subdivision of the State of Florida ("COUNTY") and Susan Narduli ("ARTIST").

WHEREAS, the COUNTY and ARTIST entered into an Agreement for the Palm Beach County Convention Center Courtyard Public Art Project ("Agreement") on December 19, 2017; and

WHEREAS, the COUNTY and ARTIST entered into a First Amendment to the Agreement on March 13, 2018 (the "First Amendment") to change the scope of services and make certain other changes; and

WHEREAS, the COUNTY and ARTIST desire to amend the Agreement to incorporate additional changes to the scope and schedule of work and make certain other changes based upon further design development and Project team coordination; and

WHEREAS, the COUNTY and ARTIST desire to amend the Agreement specifically to incorporate the addition of sculptural screen reinforcement, service area gates and lighting to the scope of the Project; and

WHEREAS, the COUNTY and ARTIST also desire to amend the Agreement to remove the ARTIST's responsibility for the installation of foundations for the sculptural screen and gates from the scope of the Agreement.

NOW THEREFORE, in accordance with the mutual covenants herein contained, and other good valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and the parties agree as follows:

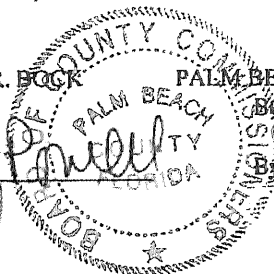
1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Exhibit 1 (Artist Proposal) to the Agreement is amended to include the additional services and eliminate the installation of foundations as set forth in Attachment A to this Second Amendment.
3. Exhibit 3 (Budget), as set forth in Attachment B to the First Amendment is replaced in its entirety with Attachment B to this Second Amendment.
4. Exhibit 4 (Schedule), as set forth in Attachment C to the First Amendment is replaced in its entirety with Attachment C to this Second Amendment.
5. Exhibit 5 (Materials), as set forth in Attachment D to the First Amendment is replaced in its entirety with Attachment D to this Second Amendment.
6. Section 3.01 of the Agreement, "Firm Fixed Price" shall be revised to decrease the fixed fee to \$779,975.
7. All other terms and conditions of the Agreement dated December 19, 2017, as modified by the First Amendment dated March 13, 2018, shall remain the same.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Second Amendment has been fully executed on behalf of the parties hereto by its duly authorized representatives, as of the date first written above.

COUNTY

ATTEST: SHARON R. BOCK
Clerk & Comptroller



R2018 1991

DEC 18 2018

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Deputy Clerk

[Signature]
Mack Bernard, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Director of Facilities Development & Operations

ARTIST:

[Signature]
(Artist's signature)

Susan Martelli
(Artist's name print)

[Signature]
Witness (signature)

Chris Richard
Witness (print)

ATTACHMENT A

*Exhibit 1
Artist Proposal*

Narduli Studio (collectively Narduli Studio, its representatives and consultants) (NS) shall be responsible for the following additional SCOPE OF SERVICES: For Service Area, NS shall provide Design for Lighting and Gates, as well as Engineering, Permits, Fabrication, Materials, and Installation of Gates. For Reinforced Sculptural Screens, NS shall provide Design and Engineering, Materials, Fabrication, and Installation of sculptural screens to accommodate structural reinforcements.

Service Area:

- Design of Lighting for Service Area
- Design of Gates for Service Area
- CAD Drawings and Shop Drawing Review for Gates for Service Area
- Engineering of Gates for Service Area
- Permits for Gates for Service Area
- Materials for Gates for Service Area
- Fabrication of Gates for Service Area
- Installation of Gates for Service Area

Reinforced Sculptural Screens:

- Design revisions to accommodate structural reinforcements
- Engineering of Foundations and Sculptural Screens to accommodate structural reinforcements
- Additional Materials for Sculptural Screens to accommodate structural reinforcements
- Additional Fabrication of Sculptural Screens to accommodate structural reinforcements
- Additional Installation of Sculptural Screens to accommodate structural reinforcements

Credited Services:

- NS shall no longer be responsible for Installation of Foundations for Screens and Gates

ASSUMPTIONS

Any additional work beyond that outlined in this proposal will be considered outside of the scope of this agreement and will be considered Additional Services to be billed hourly or under a separate agreement.

County shall provide NS with existing conditions documentation and other information that records the physical conditions of the site and existing structures and will compile Project Base Drawing Set input to office standards (AutoCAD) depicting the complete physical characteristics of the site and existing structures to be used for the development of the Project by NS, the Architect and their Consultants and Engineers.

The County / Architect shall provide the Lighting Designer, in writing, with information about any existing conditions that could affect luminaire selection and/or location, including all code-related requirements prior to issuance of Lighting Designer's design development drawings.

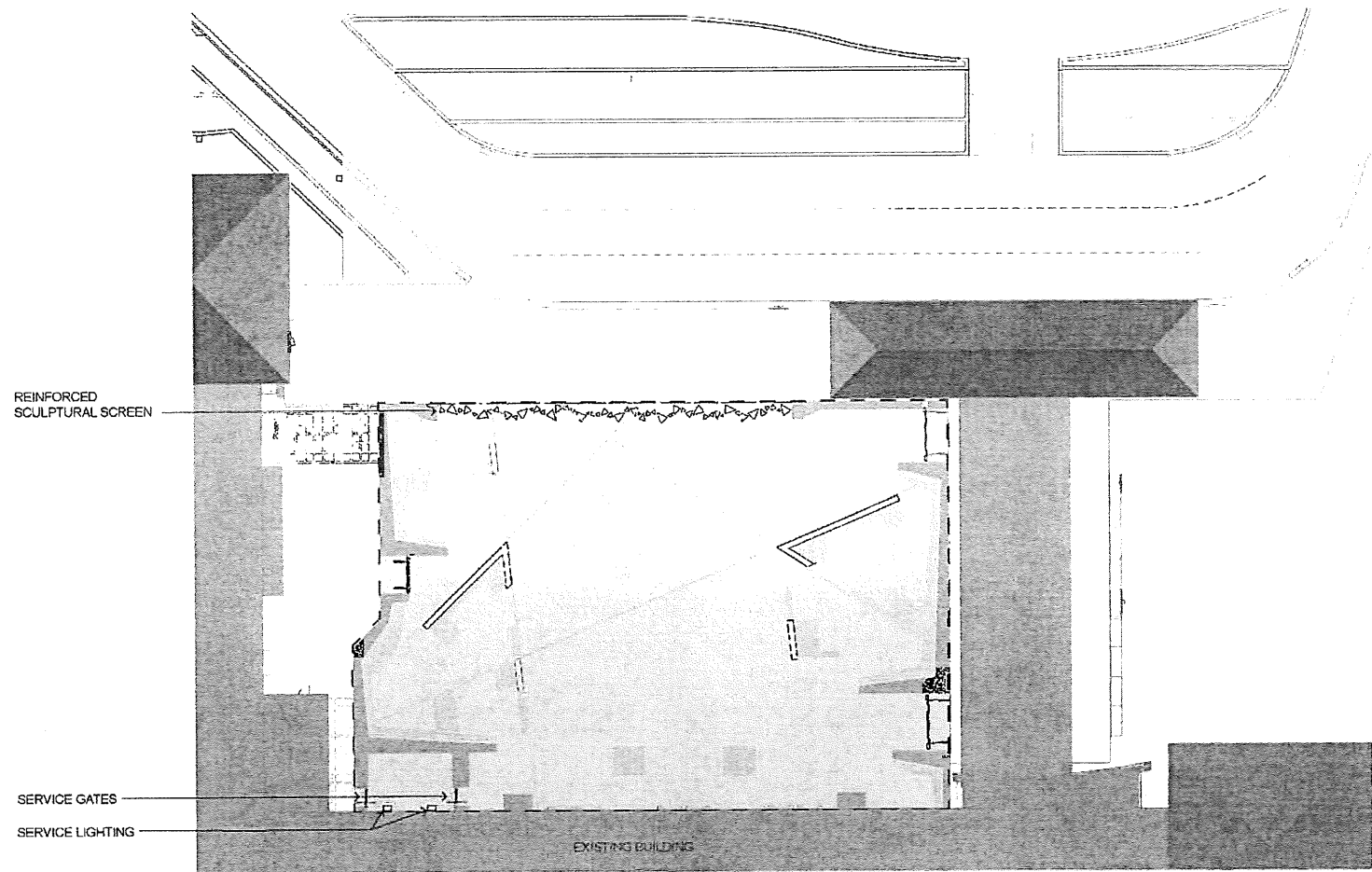
All Life Safety and automated Security Systems design and installation is by others.

County / Architect shall confirm location, size and adequacy of utilities serving the site as well as critical dimensions through field measurements as required.

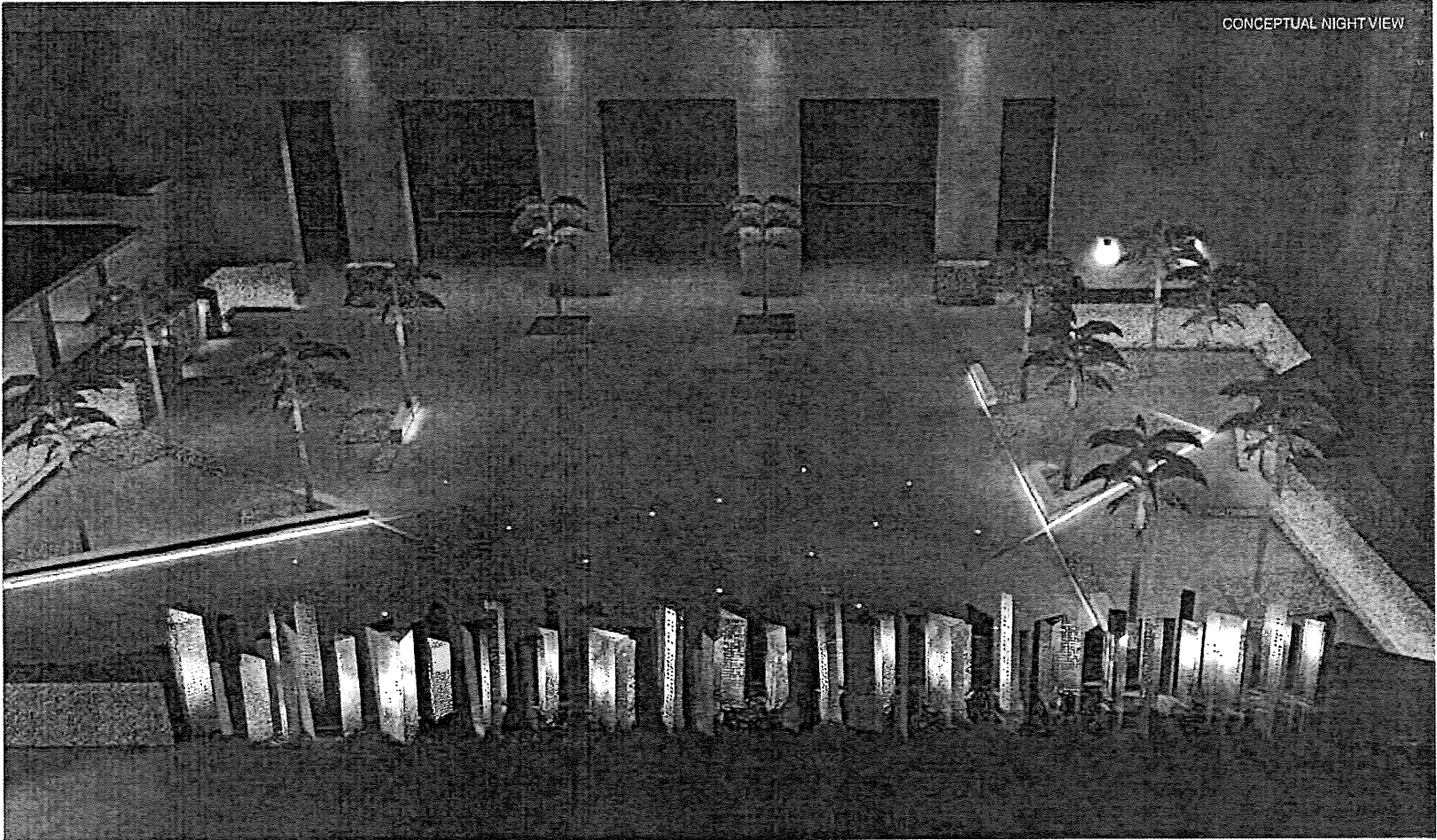
Architect shall provide egress and code-related requirements to NS to facilitate development of the design.

The Architect shall be responsible for all interface, submittals and code compliance guidance relative to regulatory agencies having jurisdiction over the Courtyard project.

CONCEPTUAL SITE PLAN



PALM BEACH COUNTY CONVENTION CENTER COURTYARD PROJECT



ATTACHMENT B

*Exhibit 3
Budget*

SCREEN / EGRESS GATES	
Design Development	\$10,000.00
Construction Documents	\$14,000.00
CAD, Engineering /Permitting	\$25,000.00
Shop Drawings Coordination	\$3,000.00
Screen and Gate Materials	\$75,000.00
Screen and Gate Fabrication	\$40,500.00
Light Fixtures & Controls	\$85,200.00
Light Installation	\$50,000.00
Screen and Gate Installation	\$60,900.00
Artist Fee	\$45,400.00
Lighting Consultant	\$20,000.00
Construction Oversight/Proj. Mgmt	\$10,000.00
Insurance	\$5,000.00
Engineering Screen/Gates Foundation	\$10,000.00
Engineering for additional Gates	\$5,000.00
Materials for additional Gates	\$55,000.00
Lighting for Additional Gates	\$24,600.00
Fabricate Additional Gates	\$30,000.00
Permit for Additional Gates	\$6,500.00
Installation of Additional Gates	\$20,000.00
Lighting Installation - Additional Gates	\$10,000.00
COURTYARD DESIGN	
Concept/ Schematic Design	\$10,000.00
Design Development	\$10,000.00
Construction Documents	\$5,000.00
Shop Drawing Review / Detailing	\$2,000.00
CAD Drawings including Elevations	\$5,500.00
Artist Fee	\$45,000.00
Lighting Consultants	\$10,000.00
Construction Oversight/Proj. Mgmt	\$10,000.00
Insurance	\$2,000.00
SERVICE GATES	
Design	\$2,500.00
CAD & Shop Drawings	\$1,000.00
Permit	\$1,500.00
Engineering	\$1,125.00
Materials	\$11,250.00

ATTACHMENT 2

Fabrication	\$5,000.00
Installation	\$5,000.00
SERVICE GATES LIGHTING	
Design and Specifications	\$2,000.00
SCULPTURAL SCREEN REINFORCEMENT	
Screen Design	\$12,000.00
Courtyard Design	\$3,500.00
Engineering	\$12,500.00
Materials	\$10,000.00
Fabrication	\$5,000.00
Installation	\$3,000.00
TOTAL	\$779,975.00

ATTACHMENT D

Exhibit 5
Materials

Sculptural Screen: Powder-coated Perforated Aluminum, Stainless Steel Hardware, Dichoric Glass, Lighting

Egress Gates: Powder-coated Perforated Aluminum, Stainless Steel Hardware, Lighting

Services Gates: Powder-coated Perforated Aluminum, Stainless Steel Hardware, Lighting
