

6B-8

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 5, 2020 [] Consent [X] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) Agreement with the South Florida Water Management District (SFWMD) for the lease of 19,692 sf of office space located at 3301 Gun Club Rd for approximately three and one quarter (3 ¼) years commencing upon the execution of the Lease and extending until July 31, 2023; and

B) Amendment No. 22 to the continuing construction manager (CM) contract (2016-0762) with Robling Architecture Construction Inc. (Robling) establishing a guaranteed maximum price of \$219,837 (GMP) for the Palm Beach County Sheriff's Office (PBSO) Temporary Space at the SFWMD Building for a period of 60 calendar days or until the project is complete.

Summary: In late 2019, the Sheriff identified the need to relocate a portion of his employees from 3328 Gun Club Road (HQ) during the construction phase of the PBSO HQ Renewal/Replacement/Renovation (R/R/R) Project (Project). The Sheriff and the County Administrator agreed to pursue a relocation plan with the objectives of: 1) providing functionally equivalent space, and 2) having employees relocated by the start of Phase 2. To that end, Staff undertook an extensive site selection process arriving at the SFWMD Building B-2 as having the highest potential for meeting the County's needs. The location is ideal being located on Gun Club Road, immediately North of HQ and the space is 19,692 sf of fully furnished and cabled space. The space is currently unoccupied, move-in ready but for the County/PBSO's required improvements, and human and electronic security in place. The lease provides for 61 parking spaces reserved for PBSO use in the parking lots adjacent to Building B-2 and requires that the County secure parking within Lake Lytal Park for the remainder of the PBSO need as well as SFWMD needs, particularly on days of scheduled Governing Board and Water Resources Accountability Collaboration meeting days. The rental rate is approximately \$21/sf or \$410,972 annually and includes all utilities, building maintenance, and use of the modular furniture, which staff believes is below market for comparable space. The County is responsible for custodial and pest control services and PBSO will procure and pay for those services. The term of the lease starts when executed by both parties and extends until July 31, 2023. Rent payments will commence on August 1, 2020. The County has two (2), one (1) year options to extend and the ability to terminate with 180 days notice during the renewal terms. To accommodate PBSO's use, the County will reimburse SFWMD for the reconfiguration of the existing SFWMD owned modular furniture in an amount not to exceed \$75,000. Also, Amendment No. 22 to Robling's continuing CM contract authorizes the CM to reconfigure the existing third floor space with a new entry storefront for secure access to the space. Amendment No. 22 also will include but are not limited to, access doors, access controls, heating ventilation and air conditioning (HVAC) upgrades, new electrical, fire alarm, fire sprinklers, data drops and exit lights.

(CONTINUED ON PAGE 3)

Background & Policy Issues:

(CONTINUED ON PAGE 3)

Attachments:

- 1. Location Map
- 2. Source Selection Memo
- 3. Lease
- 4. BAS - SFWMD
- 5. Parking Agreement at Lake Lytal Park
- 6. BAS - Robling GMP
- 7. Robling - Amendment #22
- 8. Robling CM @ Risk Contract History

Recommended By: *Assembly Wolf* 4/28/2020
Department Director Date

Approved By: *Chaker* 5/2/2020
County Administrator Date

II. FISCAL IMPACT ANALYSIS

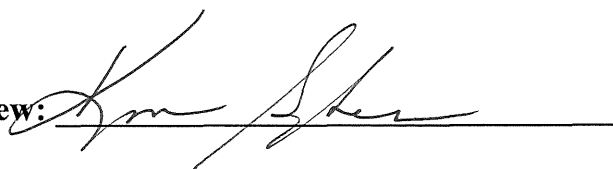
A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	<u>303,637</u>	_____	_____	_____	_____
Operating Costs	<u>68,496</u>	<u>410,973</u>	<u>423,302</u>	<u>436,001</u>	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>372,133</u></u>	<u><u>410,973</u></u>	<u><u>423,302</u></u>	<u><u>436,001</u></u>	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

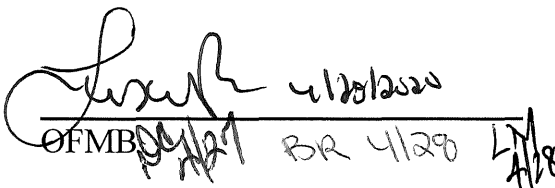
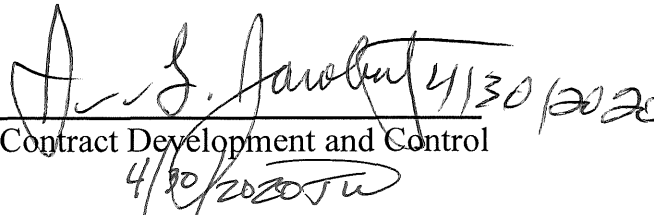
Expense Budget Fund 3804 Dept 411 Unit B545- Object 4907
 Account No: 02
 Revenue Budget Fund _____ Dept _____ Unit _____ Rev _____
 Account No: _____

B. Recommended Sources of Funds/Summary of Fiscal Impact: See detail in background and policy issues.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<p><u></u> 4/20/2020 OFMB <u>4/20/20</u> BR 4/20 LM 4/20</p>	<p><u></u> 4/30/2020 Contract Development and Control 4/30/2020 JU</p>
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B. Legal Sufficiency:

Jean-Adel Williams
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

SUMMARY (CONT'D)

On June 21, 2016, the Board approved the continuing CM contract with Robling for construction management services for capital projects under \$2,000,000. The continuing CM contract was awarded pursuant to the Small Business Enterprise (SBE) Ordinance but this GMP, is subject to the requirements to the Equal Business Opportunity (EBO) Ordinance. The CM is a SBE. The continuing CM contract was presented to the Goal Setting Committee on February 20, 2019 and an Affirmative Procurement Initiative (API) of 20% SBE participation was applied to the contract. SBE participation on this Amendment is 45.78%. To date the CM has achieved 43.97% SBE subcontracting participation under its continuing contract. The CM is a Palm Beach County business. The improvements and the rent payments will be funded from ad valorem portion of the PBSO HQ R/R/R budget. **(PREM) Countywide/District 2 (HJF)**

BACKGROUND & POLICY ISSUES

In late 2019, the Sheriff identified the need to relocate all employees¹ from 3328 Gun Club Road (HQ) during the construction phase of the PBSO HQ R/R/R Project. The Sheriff and the County Administrator agreed to pursue a relocation plan with the objectives of; 1) providing functionally equivalent space, and 2) having employees relocated by the start of Phase 2 (Interior Renovations). The Sheriff requested that certain units be relocated in as soon as possible and that the County attempt to keep the number of locations to a minimum for operational reasons.

Minimizing the number of separate locations also reduces one-time costs associated with placement of infrastructure and move-in. Based on the square footage that the Units to be relocated currently occupy, it was initially estimated that approximately 57,000 sf – 76,000 sf would be required depending on: 1) the amount of growth that was planned for during the relocation period; and 2) the efficiency of the new spaces.

To that end, the following approach was utilized.

- Use County owned space where available in the timeframe and location required by the specific function.
- Any improvements made to County space would be to County standards for “forever” use.
- To the extent that county-owned space was not available, identify space of other governmental entities or not for profits (prior to considering privately owned space) to reduce costs and increase flexibility (if County-owned space not available).
- Limit improvements in non-County owned space to those improvements necessary for the health, safety or functionality of the space.

The Premises being leased are 19,692 sf of fully furnished and cabled space on the 3rd Floor of Building B2. The location is ideal being located on Gun Club Road, immediately North of PBSO HQ. The space is currently unoccupied, fully cabled with human and electronic security in place. The complete details of the site selection process is included in a memo dated March 4, 2020 and entitled “PBSO HQ R/R/R Construction Phase Relocation – Approval for Alternate Source Selection” and included as Attachment 2 to this Board item. The County Administrator approved such a negotiation without a competitive selection on March 5, 2020.

Term: The term of the lease starts upon the Board’s approval and the rent commencement date is August 1, 2020. The term extends for a period of three (3) years after the rent commencement date. There are two (2), one (1) year renewal options at the County’s option. In addition, either party has the right to terminate the lease during the renewal options with 180 day notice.

Rent: Annual rent is \$410,972.04 or \$21/sf. Staff believes this to be significantly below the market considering that the \$21/sf includes not only CAM and operating costs, but also the use of their furniture. During the Initial Term of the Lease, the rent will be adjusted by 3%. The rent includes the use of all modular furniture and filing cabinets, utilities, and building maintenance.

¹ With exception of 5 units that will remain at HQ during construction.

maintenance. Custodial and pest control services will be provided and paid directly by PBSO.

Parking: SFWMD is providing the County with 61 reserved parking spaces in the parking areas surrounding Building B-2, but required the County to secure parking within Lake Lytal Park for the remainder of County’s use as well as for overflow use by SFWMD employees. County employees authorized to park on SFWMD property must park in Lake Lytal Park during the monthly meetings of the SFWMD Governing Board and Water Resources Accountability Collaboration and any special events. To that end, the Parks and Recreation Department and FDO/Property and Real Estate Management have entered into a temporary parking agreement (see Attachment 4) delineating the terms pursuant to which 120 spaces at Lake Lytal may be used during business hours.

Improvements for County/PBSO Use: To accommodate PBSO’s use, the County will reimburse SFWMD for the reconfiguration of the existing SFWMD owned modular furniture in an amount not to exceed \$75,000. Also, Amendment No. 22 to Robling’s continuing CM contract in the amount of \$219,837 authorizes the CM to reconfigure the existing third floor space with a new entry storefront for secure access to the space. Amendment No. 22 also includes additional improvements including access doors, access controls, heating ventilation and air conditioning (HVAC) upgrades, new electrical, fire alarm, fire sprinklers, data drops and exit lights. A portion of the modifications will need to be removed when the lease terminates. These expenditures equate to approximately \$17/sf for tenant fit-up.

The following table summarizes the financial terms of this Lease.

SFWMD	FY 20	Year 1	Year 2	Year 3	Year 4	Year 5
Improvement Costs	228,637					
Modular Costs – Reimbursement to SFWMD	75,000					
Total One Time Costs	303,637					
Annual Operating Costs		0	0	0		
Lease Costs	68,496	410,973	423,302	436,001		
Total Annual Costs	372,133	410,973	423,302	436,001		

LOCATION MAP

Project No: 20149

Project Name Palm Beach County Sheriff's Office (Pbso) Temporary Space At South Florida Water Management District (Sfwmd) Building

Location: 3301 Gun Club Road, West Palm Beach





Facilities Development & Operations Department

2633 Vista Parkway
West Palm Beach, FL 33411

Telephone - (561) 233-0200
www.pbcgov.com/fdo

**Palm Beach County
Board of County
Commissioners**

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Mary Lou Berger

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

March 4, 2020

To: Verdenia Baker, County Administrator

From: Audrey Wolf, Director Facilities Development & Operations

Re: **PBSO HQ R/R/R Construction Phase Relocation - Approval for
Alternate Source Selection**

WBaker - approved 3/5/2020
Amy

In late 2019, the Sheriff identified the need to relocate all employees¹ from 3328 Gun Club Road (HQ) during the construction phase of the PBSO HQ R/R/R Project. The Sheriff and the County Administrator agreed to pursue a relocation plan with the objectives of; 1) providing functionally equivalent space, and 2) having employees relocated by the start of Phase 2 (Interior Renovations). The Sheriff requested that certain units be relocated in as soon as possible and that the County attempt to keep the number of locations to a minimum for operational reasons. Minimizing the number of separate locations also reduces one-time costs associated with placement of infrastructure and move-in. Based on the square footage that the Units to be relocated currently occupy, it was initially estimated that approximately 57,000 sf – 76,000 sf would be required depending on: 1) the amount of growth that was planned for during the relocation period; and 2) the efficiency of the new spaces.

The Units to be relocated are:

- Legal
- Internal Affairs
- Staff Inspections
- Financial Services Bureau
- Violent Crimes
- Special Investigations
- District 1 Road Patrol
- Records Production
- Special Events
- Warrants

¹ With exception of Communications, Homeland Security, IT, Training, Armory, and Media Relations

To that end, the following approach was utilized.

- Use County owned space where available in the timeframe and location required by the specific function;
- Any improvements made to County space would be to County standards for “forever” use.
- To the extent that county-owned space was not available, identify space of other governmental entities or not for profits (prior to considering privately owned space) to reduce costs and increase flexibility (if County-owned space not available).
- Limit improvements in non-County owned space to those improvements necessary for the health, safety or functionality of the space.

County Owned Spaces Evaluated:

1. South County Administrative Complex – Former PBSO District 4 Space. This space will not be available until early 2021 after Palm Tran South Expansion is completed and the current occupants are relocated.
2. North County Governmental Complex - Tax Collector Space. The date for availability of this space is currently unknown due to dispute between TCO and Palm Beach Gardens. Earliest completion at this time is May 2021. Staff did identify one unit that can move into space currently assigned to and occupied by PBSO and the State Attorney.
3. Glades Office Building - 2nd Flr Former State Attorney Office. This space is currently unoccupied, but needs major building system renewal/replacement project to be completed prior to occupancy. Even accelerated, duration for design and construction 9-12 months with costs of \$1,000,000-\$2,000,000 before PBSO specific infrastructure. The Glades location is difficult for sworn personnel due to extended response times and for civilians in terms of travel time.
4. Drug Farm Multi-Purpose Building. This space is currently unoccupied and needs only minor improvements prior to occupancy. Could be used in conjunction with the Glades Office Building. The Glades location is difficult for sworn personnel due to extended response times and for civilians in terms of travel time.
5. Stockade Buildings V, X, Y. These buildings are currently occupied and set to be vacated by June/July 2020. There is limited infrastructure in these buildings.

Staff surveyed private sector rental rates to identify common rental rates in the area. Class B space within the central corridor was about \$24/sf NNN, and in the Congress Ave Corridor at about \$17-\$20/sf NNN, not including CAM and both without taking into account base building improvements such as back-up power, electronic security systems, etc; or the cost for tenant specific improvements.

1. South Florida Water Management District – Building B. This is 19,058 sf of fully furnished and cabled space on the 3rd Flr of Building B2. The location is ideal being located on Gun Club Road, immediately North of HQ. The space is currently unoccupied, move-in ready, human and electronic security in place and included in rental rate, with the only improvements being a separating wall from the State tenant on the remainder of the floor. The rental rate is \$20/sf which is significantly below market for comparable space and one time improvements estimated at

\$161,750². This rate is even more favorable when you factor in minimal improvements required. **Staff recommends the BCC enter into a lease with the SFWMD, a governmental entity.**

District 1 Road Patrol is the only unit with absolute siting criteria needing to be within the boundaries of the patrol district. PBSO identified the first two properties for evaluation for all remaining units and then PBSO and FDO Staff together and identified the following properties as possibilities for evaluation.

2. 1645 Congress Ave (former Social Security Building). This is a privately owned building 21,134 SF, \$20 SF Modified Gross, Ample parking and secured entrance. Building was constructed for specific user Social Security as a tenant, Air Quality complaints lead to termination of lease. Were provided an indoor air quality report by owner. Ultimately this building was not considered for occupancy due to; 1) it being outside the limits of District 1 and 2) the historic issues associated with the Social Security Office choosing to relocate. It should be noted that the County did not visit the site or not perform any evaluation of the building itself, only reviewed historical documents.
3. Oxbridge Academy/Former JCC Administration Building. This building is owned by a not for profit entity and was ruled out based on it being outside of the boundaries of District 1.
4. 1195 S. Congress (Former Off-Lease Site), Palm Springs. This is a 3 acre privately owned improved parcel on the West side of Congress between Summit and Forest Hill Blvd. This property was initially identified as having potential due to its location and proximity to HQ, location within PBSO District 1, 26,000 sf building, an abundance of parking (secured and unsecured. Upon inspection, this property was eliminated due to about 70% of the building being un-air conditioned warehouse space which would require significant upgrades to be converted into office space. Combined with the short term (2-3 years), making investment not viable for owner or County.
5. Palm Beach Professional Center. 10th and Congress, Palm Springs. This is a privately owned property improved with a 28,000 sf building and 126 parking spaces. Staff believed that this property had significant potential for colocation of remaining PBSO units from a location and size perspective. However, one of the other PBSO units (not District 1) identified to be located there did not believe that the space was acceptable from a location perspective, parking was short, and there were a significant amount of improvements that were required; both based building (landlord's responsibility and for tenant fit-up. However when we approached the owner regarding the base building improvements that we believed were his/her responsibility, the owner informed us that it is unwilling to perform any of the improvements to the building at his/her cost. This made this property cost prohibitive.
6. CenterPoint Plaza - Nurse On Call 1926 10th Avenue North. Lake Worth Suites were in fair shape all recently vacated by Nurse On Call (name on building). Available Space Size: Suite 201/7,314 Sf and Suite 420 5,327 SF Offered Lease Rate \$23.00. Minimal upfit required, good restroom capacity. All building systems appear to be in good working order. PBSO concerned with Guatemala Consulate and perception of their presence in the building and a shared building

² Includes the cost for modular wall configuration and contingency.

entrance. Multi-tenant facility poses potential conflict due to the nature of District 1 operations. Only 1 ingress/egress to site.

7. Gun Club Financial Center 4524 Gun Club Road Suite 101A 5,000 SF \$25 SF sublease opportunity four (4) years remaining. Parking: nonexclusive could be insufficient due to Condominium Documents Limits, minimal restroom capacity. All building systems appear to be in good working order. Water damage noted under exterior windows under repair, Entrance to suite is separate from other tenants. Multi-tenant facility poses potential conflict due to the nature of District 1 operations.
8. 10th Ave Business Center F/K/A Concepts, 2290 – 2328 10th Ave. Min 5 yr lease, will permit termination after three, w/120+ days notice. Multiple suites/sizes/layouts available including open concept floor plan, and traditional office suites. Lease rate \$22 SF. Minimal upfit required. Adequate restroom capacity. All building systems appear to be in good working order. Shared building entrance. Nonexclusive parking concerns and multi-tenant facility poses potential conflict due to the nature of District 1 operations. Only 1 ingress/egress to site.
9. Congress Professional Center, 1630-1640 S. Congress Ave, Palm Springs, Suite 100- 8,869 SF and 200 8,869 SF, notified building went under contract to single corporate end user.
10. Other locations identified but immediately discarded as unsuitable by PBSO were several storefronts, including Crestwood Plaza, 2601 Military Trail, and the now vacant CVS at Mil-Lake Plaza 3969 Military Trail.
11. Having exhausted any additional opportunities for co-location of all remaining Units within the boundaries of PBSO District 1; the strategy was modified to identify space for PBSO District 1 within the boundaries, and a separate location for the remaining units.
12. 1155 S. Congress, Palm Springs. This is a 1.6 acre property improved with an 8,000 sf building. The building needs minimal base building modifications, has adequate parking and requires minimal tenant fit-up. Concurrent with staff's decision to make contact with the list agent, the property was taken off the market for lease and posted for sale. Staff met with the owner and the owner ultimately agreed to offer the property to the County for lease at \$14/sf with CAM of \$4/sf. Tenant improvements appear to be only those which are specific to PBSO operation and would be required at any existing building. **Staff recommends Staff negotiate a lease with 1155 S. Congress subject to obtaining use approval from the Village of Palm Springs.**

With District 1 PBSO having a location in the District, PBSO and Staff looked outside the boundaries of PBSO District 1 for the remaining units. This resulted in circling back to the Oxbridge Academy/ Former JCC Administration Building.

13. Oxbridge Academy/Former JCC Administrative Building. This 31,000 sf building with approximately 120 parking spaces and is owned by Oxbridge Academy (a not for profit organization), is currently unoccupied and was formerly used by the JCC for administrative functions. The building and surrounding 120 parking spaces are separated from the Academy by

a fence and has access directly onto Community Drive. The interior layout is partitioned with a mix of private and semi-private offices, workstations, training and conference space. With a tenant, the owner is willing to invest in the building by participate in the cost of replacing base building systems and other non-tenant specific improvements. The property is offered a \$14/sf NNN with CAM estimated at \$4.09/sf., pre-negotiation. The Owner has acknowledged that the costs associated with base building improvements (ie: air conditioning unit replacement, roof replacement, etc) are its costs and are willing to make those expenditures and perform the improvements. **Staff recommends the County have the condition assessment updated to 2020 and negotiate the terms of a lease with Oxbridge Academy based on the conclusions to the condition assessment.**

In an email dated February 28, 2020, PBSO stated that its needs can best be met at these three properties. Based on the above analysis and the urgency to relocate, Staff recommends negotiating with these three properties totally approximately 58,000 sf. If you have any questions, please do not hesitate to call.

C: Isami Ayala-Collazo, Deputy Director FDO
Ross Hering, Director PREM
Eric McClellan, Director Strategic Planning



SOUTH FLORIDA WATER MANAGEMENT DISTRICT LEASE

LEASE

between

THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT

(SFWMD)

and

PALM BEACH COUNTY

(County)

LEASE

THIS LEASE made and entered into May____, 2020 by and between the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a governmental entity created and existing pursuant to Chapter 373, Florida Statutes, hereinafter referred to as "SFWMD", and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County".

W I T N E S S E T H:

WHEREAS, SFWMD is the owner of an office building as more specifically described hereinafter (the "Building") which SFWMD is not fully occupying and has offered to lease approximately 19,692 square feet of space therein to County; and

WHEREAS, SFWMD is willing to lease such space to County for County Offices.

NOW THEREFORE, in consideration of the rents, covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:



SOUTH FLORIDA WATER MANAGEMENT DISTRICT LEASE

ARTICLE I BASIC LEASE PROVISIONS

Section 1.01 Premises.

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the County to be observed and performed, SFWMD demises and leases to County, and County rents from SFWMD approximately 19,692 square feet of space within the Building as depicted on the Floor Plan dated March 30, 2020 and transmitted to the SFWMD on April 8, 2020 (the "Premises"). Use of the Premises shall include County use of the modular and case good furniture and A/V cabling and equipment currently situate within the Premises. The County shall supply its own office chairs.

Section 1.02 Length of Term and Commencement Date.

The term of this Lease shall commence upon execution by the parties, and shall extend until July 31, 2023 thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease.

Section 1.03 Option to Extend.

SFWMD hereby grants to County, so long as County shall not be in default of any term, covenant or condition under this Lease, two successive options to extend the Term of this Lease, each for a period of one (1) year under the same terms and conditions of this Lease and commencing upon the expiration of the initial Term of this Lease or any extension thereof. County shall exercise its option to extend, if at all, by written notice to SFWMD not later than 90 calendar days prior to the expiration of the initial Term of this Lease or any extension thereof. Failure of County to duly and timely exercise its option to extend the Term of this Lease shall be deemed a waiver of County's right to said option and all further options. The Director of County's Facilities Development & Operations Department shall have the authority to exercise said options on behalf of County.

Section 1.04 Right to Terminate.

During the renewal options, either party may terminate this Lease at any time for convenience upon 180 calendar day's written notice. Any such termination shall be affected by delivery of a Notice of Termination specifying the extent to which the Lease is terminated, and the date upon which the termination becomes effective. In the event of termination, the County shall be responsible for paying Rent up through the effective date of termination.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT LEASE

ARTICLE II RENT

Section 2.01 Annual Rent.

County shall pay SFWMD an annual gross rent of \$410,972.04 (the "Annual Rent"), payable in equal monthly installments of \$34,247.67 commencing on August 1, 2020 (the "Rental Commencement Date") and on the first day of each month thereafter during the Term of this Lease as indicated in Exhibit "B", Payment Schedule. Annual Rent shall be made payable to the South Florida Water Management District and delivered to 3301 Gun Club Road, West Palm Beach, Florida 33406. Annual Rent shall increase by 3% annually on the anniversary of the Rental Commencement Date.

Section 2.02 Gross Rent.

The Annual Rent payable hereunder is a gross rent inclusive of all charges for utilities and operating costs associated with County's use and occupation of the Premises. The County shall provide all of its own Information Technology (IT) needs, telephone service, office equipment and supplies. SFWMD will not provide any support services such as receptionist copiers, telephones, computer or supplies. County is not subject to sales taxes. County's sales tax exemption number is 85-8012622286C-8.

Section 2.03 Unpaid Fees, Holdover.

In the event County fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease as same shall become due and payable, interest at the rate of one and one-half percent (1½ %) per month (or the highest rated permitted by law if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by SFWMD. Such interest shall constitute Additional Rent.

Section 2.04 Accord and Satisfaction.

In the event County pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. SFWMD may accept any check or payment without prejudice to SFWMD's right to recover the balance due or to pursue any other remedy available to SFWMD pursuant to this Lease or under the law.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT LEASE

ARTICLE III CONDITION OF LEASED PREMISES, ALTERATIONS

Section 3.01 Acceptance of Premises by County.

County certifies that County has inspected the Premises and accepts same "As Is", in its existing condition. SFWMD shall reconfigure the modular furniture to fit the initial County occupancy requirements at SFWMD's expense. Except for the foregoing, County agrees to perform any and all work at its own cost and expense which is necessary to fully equip and maintain the Premises for the lawful use of the Premises by County as specified in Section 4.01 of this Lease.

Section 3.02 Alterations.

a) County shall not make any improvements, additions, modifications or alterations to the Premises (hereinafter collectively referred to as "Alterations"), without the prior written consent of SFWMD in each instance. County shall submit detailed plans and specifications, and copies of approved permits and sub-permits for all such Alterations to SFWMD for SFWMD's written approval prior to commencing work on same. County agrees and acknowledges that all work performed to the Premises, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of County, and not for the benefit of SFWMD, such work being nevertheless subject to each and every provision of this Lease. All work done by County shall be performed in full compliance with all applicable building codes, the terms of this Lease and in a good and workmanlike manner and shall be diligently prosecuted to completion strictly in accordance with the approved plans and specifications therefore. Upon giving its approval for any work or Alterations, the Alterations will be constructed at County's sole cost and expense, SFWMD reserves the right to determine whether the Alteration is to be removed by County, at County's sole cost and expense, upon the termination or expiration of this Lease.

b) SFWMD shall perform, or cause to be performed, modifications to the modular furniture to accommodate the County's use of the Premises. County shall provide a drawing with the desired configuration and SFWMD shall seek a fixed fee price for all materials and labor needed to modify the existing furniture to comply with the agreed upon furniture drawing ("Furniture Work") and the fixed fee, for the Furniture Work shall not exceed \$75,000.00. The cost of the Furniture Work is separate from, and in addition to, the Annual Rent. When the Furniture Work has been completed and accepted by the County, SFWMD shall submit an invoice to the County for the actual cost of the Furniture Work. SFWMD shall include, as documentation to the invoice, a copy of the email or other written correspondence of the County's approval of the price of the Furniture Work, SFWMD's purchase order for the Furniture Work, a copy of the vendor's invoice, and



SOUTH FLORIDA WATER MANAGEMENT DISTRICT LEASE

evidence of SFWMD payment of the vendor. The County shall review the submittal for compliance with this Lease and when approved by the County, pay SFWMD the full amount of the Furniture Work within thirty (30) calendar days of approval. Except the Floor-to-Ceiling Modular partitions, all furniture shall remain the property of SFWMD. The County shall be responsible for the removal of the Floor-to-Ceiling Modular partitions in accordance with Section 4.07.

Section 3.03 Contractor Requirements.

County shall require contractors to furnish a payment and performance bond equal to the cost of the improvements and in the form required under Section 255.05, Florida Statutes, which bond shall name SFWMD as a dual obligee. County shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive automobile insurance, and physical damage insurance on a Builder's Risk form with the interest of SFWMD endorsed thereon, in such amounts and in such manner as SFWMD may reasonably require.

Section 3.04 No Liens.

County covenants and agrees that nothing contained in this Lease shall be construed as consent by SFWMD to subject the estate of SFWMD to liability under the Construction Lien Law of the State of Florida, it being expressly understood that SFWMD's estate shall not be subject to such liability. County shall notify any and all parties or entities performing work or providing materials relating to any improvements made by County of this provision of this Lease. If so requested by SFWMD, County shall file a notice satisfactory to SFWMD in the Public Records of Palm Beach County, Florida stating that SFWMD's interest shall not be subject to liens for improvements made by County. In the event that a construction lien is filed against the SFWMD's Premises or other SFWMD property in connection with any work performed by or on behalf of County, County shall satisfy such claim, or transfer same to security, within 10 days from the date of filing. In the event that County fails to satisfy or transfer such claim within said 10 day period, SFWMD may do so and thereafter charge County, and County shall promptly pay to SFWMD upon demand, as Additional Rent, all costs incurred by SFWMD in connection with the satisfaction or transfer of such claim, including attorney's fees.

Section 3.05 Signage.

No signs shall be placed on the property without specific prior written authorization from the SFWMD. The County must obtain any and all permits and approvals for signs as required by applicable regulatory agencies. The cost of fabricating, constructing and/ or erecting signage shall be the sole responsibility of the County.



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Section 3.06 Parking.

County shall obtain and maintain an agreement and/or permit with Palm Beach County Parks and Recreation department for parking at Lake Lytal Park for County employees throughout the term of the Lease. The parking agreement shall also authorize SFWMD employees to park in Lake Lytal Park throughout the term of the Lease. County shall provide SFWMD an executed copy of the parking agreement and/or permit prior to execution of this Lease. SFWMD will maintain access gate between Lake Lytal Park and SFWMD property unlocked between 6:00AM and 6:00PM, Monday through Friday. SFWMD will provide County 62 reserved parking spaces as depicted in Exhibit "C", County Lease Assigned Parking Map, for both personal and County-owned vehicles at the County's own risk. SFWMD assumes no responsibility for the safety or security of any vehicles or County staff or visitors. County employees authorized to park on SFWMD property must park at Lake Lytal Park during monthly SFWMD Governing Board (GB), Water Resources Accountability Collaboration (WRAC) meetings and any scheduled special events. Upon execution of the Lease and at the beginning of the each calendar year throughout the term of the Lease, SFWMD will provide County a calendar of all scheduled GB and WRAC meetings and will notify County's designated point of contact, at least ten (10) calendar days prior to any scheduled special event.

ARTICLE IV CONDUCT OF BUSINESS AND USE OF PREMISES BY COUNTY

Section 4.01 Use of Premises.

County shall use and occupy the Premises solely and exclusively for temporary administrative office space for use by the Palm Beach County Sheriff's Office and shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of SFWMD, which consent may be granted or withheld in SFWMD's sole discretion.

Section 4.02 Access to and Security for the Premises.

SFWMD will be responsible for the maintenance and operation of the card access system currently residing in and outside the Building and agrees to program upon request and at no cost to the County, initially and from time to time, cards for County occupants. SFWMD will provide the County users with access to the same perimeter doors as SFWMD employees including the perimeter doors to building B-1. The County is responsible for providing SFWMD with names of off-boarded occupants immediately upon off-boarding by emailing General Services staff at securitycontrol@sfwmd.gov, so that these occupants are removed from the SFWMD Access Control System.



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SFWMD acknowledges that County's use of the Premises requires special security measures, including controlled access systems for perimeter doors for the Premises. SFWMD acknowledges that the Premises card access system installed by the County shall be maintained and operated solely by County, at County's expense. Any persons entering the Premises, including SFWMD employees charged with maintaining the Premises, must have passed a criminal history records check and be escorted within the Premises.

The County is responsible for safety, security and insurance of its property, employees, visitors and invitees. SFWMD assumes no responsibility for the safety or security of any vehicles or County staff, visitors, or invitees.

Section 4.03 After Hours Use.

SFWMD will be responsible for issuing County occupants building and access cards for areas outside the Premises, and for maintaining access systems outside of the Premises, without charge to the County.

SFWMD shall also be responsible for adjusting and/or controlling Building and parking area lighting, and HVAC within the Premises, to accommodate County's after hours and weekend use of the Premises, at SFWMD's cost and expense.

Section 4.04 Waste or Nuisance.

County shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises or which results in an unsightly condition. All refuse is to be removed from the Premises at County's sole cost and expense and County will keep such refuse in proper fireproof containers on the interior of the Premises until removed. County will keep the access to the Premises, the parking areas and other contiguous areas to the Premises free and clear of obstruction. County, at its sole cost and expense, will keep the Premises free of rodents, vermin and other pests.

Section 4.05 Governmental Regulations.

County shall, at County's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to County or its use of the Premises, or the Premises generally. County shall not use, maintain, store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises or any adjacent



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land in any manner not permitted by law.

Section 4.06 Non-Discrimination.

The parties will not discriminate against any person with legally protected status in any activity under this Lease.

Section 4.07 Surrender of Premises.

Upon termination or expiration of this Lease, County, at its sole cost and expense, if so directed by SFWMD, shall remove County's personal property, removable fixtures and equipment from the Premises and shall surrender the Premises to the SFWMD in the same condition the Premises were in as of the Commencement Date of this Lease, reasonable wear and tear excepted.

Section 4.08 Hazardous Substance

County shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in County's operations, on the Premises or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, County shall not cause or permit the Disposal of Hazardous Materials upon the Premises or upon adjacent lands and shall operate and occupy the Premises in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws. Disposal shall mean the release, storage, use, handling, discharge or disposal of such Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

Any Disposal of a Hazardous Material, whether by County or any third party, shall be reported to SFWMD immediately upon the knowledge thereof by County. County shall be solely responsible for the entire cost of remediation and cleanup of any Hazardous Materials disposed of or discovered upon the Premises or emanating from the Premises onto adjacent lands, as a result of the use and occupancy of the Premises by County, or County's agents, licensees, invitees, subcontractors or employees.

The Parties acknowledge their liability for torts to the extent provided and allowed under Section 768.28, Florida Statutes. To the extent the following does not constitute a waiver of sovereign immunity and does not extend either party's liability beyond the limitations provided pursuant to Section 768.28 Florida Statutes, the parties agree to



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defend, indemnify and hold each other harmless from all claims, losses, liabilities, costs and expenses attributable to the any negligent acts or omissions either party may commit, or those of their respective officials and employees acting within the scope of their employment, in connection with this Lease. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other, or any other person or entity.

ARTICLE V REPAIRS AND MAINTENANCE OF BUILDING AND PREMISES

Section 5.01 Responsibility of SFWMD for Building.

SFWMD shall maintain the Building and parking areas in good condition and repair at SFWMD's cost and expense.

Section 5.02 Responsibility for Premises.

a) **SFWMD.** SFWMD shall maintain the HVAC, plumbing and electrical service to the Premises at SFWMD's expense. SFWMD shall maintain the interior walls, plumbing fixtures, electrical and communication fixtures, fire protection devices, and carpeting within the Premises at SFWMD's expense. SFWMD will vacate phone/data communications equipment but leave all cabling. County shall install phone/data communications equipment and use cabling in place.

b) **County.** County shall only be responsible, at County's expense, for the custodial and supplemental (to the Building) pest control services to the Premises and for damage to any fixtures, electrical and communications fixtures and carpeting and/or furniture, normal wear and tear excepted.

Section 5.03 SFWMD's Right to Inspect.

SFWMD or SFWMD's agents shall have the right, upon reasonable prior notice to County to enter the Premises for the purpose of inspection of the Premises and the improvements located thereon. All persons entering the Premises at any time must be criminal history records checked and escorted by PBSO personnel.

ARTICLE VI UTILITIES

SFWMD shall be solely responsible for and promptly pay all costs and expenses



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relating to providing utility service to the Premises including, without limitation, water, sewer, electricity, trash collection and removal. In no event shall SFWMD be liable for an interruption or failure in the supply of any such utility to the Premises.

ARTICLE VII INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28 Florida Statutes, County acknowledges and represents that County is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event County maintains third-party Commercial General Liability and Business Auto Liability, in lieu of exclusive reliance of self-insurance under Section 768.28 Florida Statutes, County agrees to maintain said insurance policies at limits not less than \$500,000 each occurrence. County agrees to add the SFWMD as an "Additional Insured" with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured endorsement shall read "South Florida Water Management District, a governmental entity created pursuant to Chapter 373, Florida Statutes its Officers, Employees and Agents. County agrees the Additional Insured endorsement provides coverage on a primary basis. Claims-bill indemnification style coverage shall not be considered third-party liability for the purpose of this paragraph.

County agrees to maintain or to be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

County agrees to maintain property insurance, which would include builder's risk insurance provided by County or County's hired contractor, while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum. County agrees to endorse SFWMD as an "Additional Insured" on the builder's risk. County agrees to be fully responsible for any deductible, uncovered loss, or self-insured retention.

When requested, County agrees to provide a statement or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which SFWMD agrees to recognize as acceptable for the above-mentioned coverages, as required herein.

Compliance with the foregoing requirements shall not relieve County of its liability and obligations under this Lease.



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County agrees its self-insurance, general liability, automobile liability, and property insurance shall be primary as respects to any coverage afforded to or maintained by County.

ARTICLE VIII INDEMNIFICATION

The Parties acknowledge their liability for torts to the extent provided and allowed under Section 768.28, Florida Statutes. To the extent the following does not constitute a waiver of sovereign immunity and does not extend either party's liability beyond the limitations provided pursuant to Section 768.28 Florida Statutes, the parties agree to defend, indemnify and hold each other harmless from all claims, losses, liabilities, costs and expenses attributable to the any negligent acts or omissions either party may commit, or those of their respective officials and employees acting within the scope of their employment, in connection with this Lease. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other, or any other person or entity.

ARTICLE IX DESTRUCTION OF PREMISES

Section 9.01 Damage or Destruction by Fire, War or Act of God.

In the event the Premises shall be destroyed or damaged or injured by fire or other casualty during the Term of this Lease which is attributable to County's use of the Premises, County shall restore the Premises to the same or better condition than that which existed prior to such casualty. County shall commence such restoration within a reasonable time after such casualty but in no event later than one hundred and eighty (180) days of such casualty. County shall thereafter diligently pursue such restoration to completion. In the event that such casualty is not attributable to County's use of the Premises, County shall have no obligation to restore the Premises, the Rent shall abate as of the date of casualty, and County shall have the further right to terminate this Lease.

ARTICLE X ASSIGNMENT AND SUBLETTING

Section 10.01 Consent Required.

County may not assign, mortgage, pledge or encumber this Lease in whole or in part, nor sublet or rent all or any portion of the Premises nor grant any easements affecting the Premises, without prior written consent of SFWMD, which may be granted or withheld at SFWMD's absolute discretion. Any attempted assignment, mortgage, pledge, encumbrance or subletting without such consent shall be null and void, without legal effect



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and shall constitute a breach of Lease. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

ARTICLE XI DEFAULT

Section 11.01 Default by County.

The occurrence of any one or more of the following shall constitute an Event of Default by County under this Lease: (i) County's failure to pay any sum due hereunder within fifteen (15) days after the same shall become due; (ii) County's failure to perform or observe any of the agreements, covenants or conditions contained in the Lease on County's part to be performed or observed if such failure continues for more than thirty (30) days after notice from SFWMD unless the same is of such a nature that it cannot reasonably be cured within such a time period, in which event County shall be entitled to a reasonable period under the circumstances; or (iii) County's vacating or abandoning the Premises. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, SFWMD shall have the right to give County notice that SFWMD intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by County, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the thirty (30) day period and SFWMD is so notified, this Lease will continue.

Section 11.02 Default by SFWMD.

SFWMD shall not be in default unless SFWMD fails to perform obligations required of SFWMD within a reasonable time, but in no event later than thirty (30) days after written notice by County to SFWMD, specifying wherein SFWMD has failed to perform such obligations; provided, however, that if the nature of SFWMD's obligations is such that more than thirty (30) days are required for performance then SFWMD shall not be in default if SFWMD commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

ARTICLE XII ANNUAL BUDGETARY FUNDING

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of



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County Commissioners.

ARTICLE XIII QUIET ENJOYMENT

Upon payment by the County of the Rent, Additional Rent, and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on County's part to be observed and performed, County shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by SFWMD or any other person or persons lawfully or equitably claiming by, through or under the SFWMD, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XIV PUBLIC RECORDS

Section 14.01 Records Retention

The County shall maintain records and SFWMD shall have inspection and audit rights as follows:

a) **Maintenance of Records**: The County shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Lease including supporting documentation for any service rates, expenses, research or reports as required by law. Such records shall be maintained and made available for inspection for a period of five years from completing performance and receiving final payment under this Lease.

b) **Examination of Records**: The SFWMD or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Lease. Such examination may be made only within five years from the date of final payment under this Lease and upon reasonable notice, time and place.

c) **Extended Availability of Records for Legal Disputes**: In the event that the SFWMD should become involved in a legal dispute with a third party arising from performance under this Lease, the County shall extend the period of maintenance for all records relating to the Lease until the final disposition of the legal dispute, and all such records shall be made readily available to the SFWMD.



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Section 14.02 County's Duties Regarding Public Records

a) Compliance with Florida Laws: County must provide public access to all records concerning this Lease according to applicable Florida laws including applicable sections of Chapter 119, Florida Statutes. If County asserts any exemptions to Florida's public records laws, County has the burden of establishing and defending the exemption. County's a failure to comply with this section is a breach of this Lease.

b) Recordkeeping and Public Access: Under the applicable sections of Chapter 119, Florida Statutes, a request to inspect or copy public records relating to a SFWMD contract for services must be made directly to the SFWMD. In addition, County must: (1) keep and maintain public records required by the SFWMD in order to perform the service; (2) upon request from SFWMD's custodian of public records, provide SFWMD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Lease term and following completion of the Lease if the County does not transfer the records to SFWMD; and (4) transfer, at no cost, to SFWMD, all public records in possession of the County or keep and maintain public records required by the SFWMD to perform the service. If the County transfers all public records to the SFWMD upon completion of the Lease, the County shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the County keeps and maintains public records upon completion of the Lease, the County shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the SFWMD upon request from SFWMD's custodian of public records, in a format that is compatible with the information technology systems of the SFWMD. At the conclusion of the Lease with SFWMD, County shall provide all applicable records associated with this Lease on electronic media (CD-ROM or USB flash drive).

c) IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER (561) 682-2729, EMAIL ADDRESS PUBLICRECORDS@SFWMD.GOV AND MAILING ADDRESS: 3301 GUN CLUB ROAD, WEST PALM BEACH, FL 33406.



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Section 14.03 SFWMD's Duties Regarding Public Records.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the SFWMD: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the SFWMD shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The SFWMD is specifically required to:

- a) Keep and maintain public records required by the County to perform services as provided under this Lease.
- b) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The SFWMD further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- c) Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Lease, if the SFWMD does not transfer the records to the public agency.
- d) Upon completion of the Lease the SFWMD shall transfer, at no cost to the County, all public records in possession of the SFWMD unless notified by County's representative/liasion, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the SFWMD transfers all public records to the County upon completion of the Lease, the SFWMD shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the SFWMD keeps and maintains public records upon completion of the Lease, the SFWMD shall meet all applicable requirements for retaining public records. All records stored electronically by the SFWMD must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the SFWMD to comply with the requirements of this article shall be a material breach of this Lease. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. SFWMD acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and



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other requirements of state law applicable to public records not specifically set forth herein.

e) IF THE SFWMD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SFWMD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, PLEASE CONTACT THE BUSINESS AND COMMUNITY AGREEMENTS MANAGER AT FACILITIES, DEVELOPMENT AND OPERATIONS DEPARTMENT, 2633 VISTA PARKWAY, WEST PALM BEACH, FL 33411-5605 OR BY E-MAIL AT MBRODERICK@PBCGOV.ORG OR BY TELEPHONE AT 561-233-5252.

f) The SFWMD shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Lease. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the SFWMD's place of business.

ARTICLE XV MISCELLANEOUS

Section 15.01 Entire Agreement.

This Lease and any Exhibits attached thereto, constitute all agreements, conditions and understandings between SFWMD and County concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Lease shall be binding upon SFWMD or County unless reduced to writing and signed by them.

Section 15.02 Notices.

All notices, consents, approvals, and elections (collectively "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied, faxed or emailed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any such notice shall be the date of delivery of the notice if by personal delivery, courier service, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier, fax or email if transmitted before 5PM on a business day and on the next business day if transmitted after



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5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties designate the following addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the County at:

Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, FL 33411-5605
Telephone: 561-233-0217
Fax: 561-233-0210
Email: rhering@pbcgov.org

with a copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone: 561-355-2225
Fax: 561-355-4398

Palm Beach County Sheriff's Office
Attention: Legal Advisor's Office
3228 Gun Club Road
West Palm Beach, FL 33406

- (b) If to the SFWMD at:

Administrative Services Division
Attention: Anthony Phillips, Section Administrator, General Services
3301 Gun Club Road, MSC 5360
West Palm Beach, FL 33406
Telephone: 561-682-2854
Email: aPhillip@sfwmd.gov



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With a copy to:

Procurement Bureau
Attention: Jose Esquivel, Sr. Contract Specialist
3301 Gun Club Road, MSC 6612
West Palm Beach, FL 33406
Telephone: 561-682-6119
Email: jesquive@sfwmd.gov

Any party may from time to time change the address at which notices under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

Section 15.03 Severability.

If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 15.04 Broker's Commission.

County represents and warrants that County has not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease.

Section 15.05 Recording.

County shall not record this Lease, or any memorandum or short form thereof, without the written consent and joinder of SFWMD, which may be granted or withheld at SFWMD's sole discretion.

Section 15.06 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LEASE.

Section 15.07 Governing Law and Venue.

This Lease shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Lease will be held in a court of competent jurisdiction located in



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Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 15.08 Radon.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from County's public health unit.

Section 15.09 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 15.10 Waiver.

The waiver by SFWMD of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained.

The consent or approval by SFWMD to or of any act by County requiring SFWMD's consent or approval shall not be deemed to waive or render unnecessary SFWMD's consent to or approval of any subsequent similar act by County.

Section 15.11 Non-exclusivity of Remedies.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 15.12 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive



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at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 15.13 Incorporation by Reference.

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

Section 15.14 Survival

Notwithstanding any early termination of this Lease, the Parties' shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon such party hereunder arising prior to the date of such termination.

Section 15.15 No Third-Party Beneficiary.

No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizen or employees of the SFWMD and/or County.

Section 15.16 Office of the Inspector General.

Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the Lease and transaction.

Section 15.17 Effective Date of Lease.

This Lease is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and the Governing Board of SFWMD and shall become effective only when signed by all parties.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT LEASE

Section 15.18 Public Entity Crimes.

As provided in Section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, the SFWMD certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

Section 15.19 Headings.

The paragraph headings or captions appearing in this Lease are for convenience only, are not part of this Lease, and are not to be considered in interpreting this Lease.

Section 15.20 Condemnation.

If the Premises, or any part thereof, or any improvements thereto, shall be taken, appropriated or condemned by exercise of the power of eminent domain, or conveyed or transferred pursuant to an agreement in lieu of condemnation, SFWMD shall be entitled to the entire award therefor, including, without limitation, any award relating to both County's leasehold estate and SFWMD's reversionary interest in the fee simple estate, without deduction, claim or setoff for any present or future estate of County. County hereby assigns and relinquishes to SFWMD all right, title and interest in such award and shall execute all documents required to evidence such result. Notwithstanding the foregoing, County shall be entitled to pursue in such condemnation proceeding such award as may be allowed for moving expenses, business damages, and value of any crops. In the event of a total taking of the Premises, the rent shall be prorated to, and this Lease shall terminate upon, the date title vests in the condemning authority. Notwithstanding such termination, County shall remain liable for all matters arising under this Lease prior to such termination. In the event of a partial taking, Rent shall be reduced on a prorata basis. In the event of a temporary taking, Rent shall be abated on a pro rata basis for the period of time County is unable to use the portion of the Premises temporarily taken. After such period, Rent shall be restored to the Rent which would have been then due without regard to such taking. County shall have no obligation to restore the Premises improvements or otherwise perform any work upon same as a result of any such taking.

Section 15.21 Scrutinized Companies.

A. As provided in F.S. 287.135, by entering into this Lease or performing any work in furtherance hereof, the SFWMD certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT LEASE

215.4725. Pursuant to F.S. 287.135(3)(b), if SFWMD is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Lease may be terminated at the option of the County.

B. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Lease or performing any work in furtherance hereof, the SFWMD certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by SFWMD, this Lease may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Lease shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Lease renewal, if applicable.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT LEASE

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

(Corporate Seal)

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT, BY
ITS GOVERNING BOARD:

ATTEST:

By: _____
Drew Bartlett
Executive Director

By: _____
Candida Heater, Director
Administrative Services Division

Secretary

SFWMD OFFICE OF COUNSEL APPROVED:

SFWMD PROCUREMENT APPROVED:



SOUTH FLORIDA WATER MANAGEMENT DISTRICT LEASE

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: *Jean-Adel Williams*
County Attorney

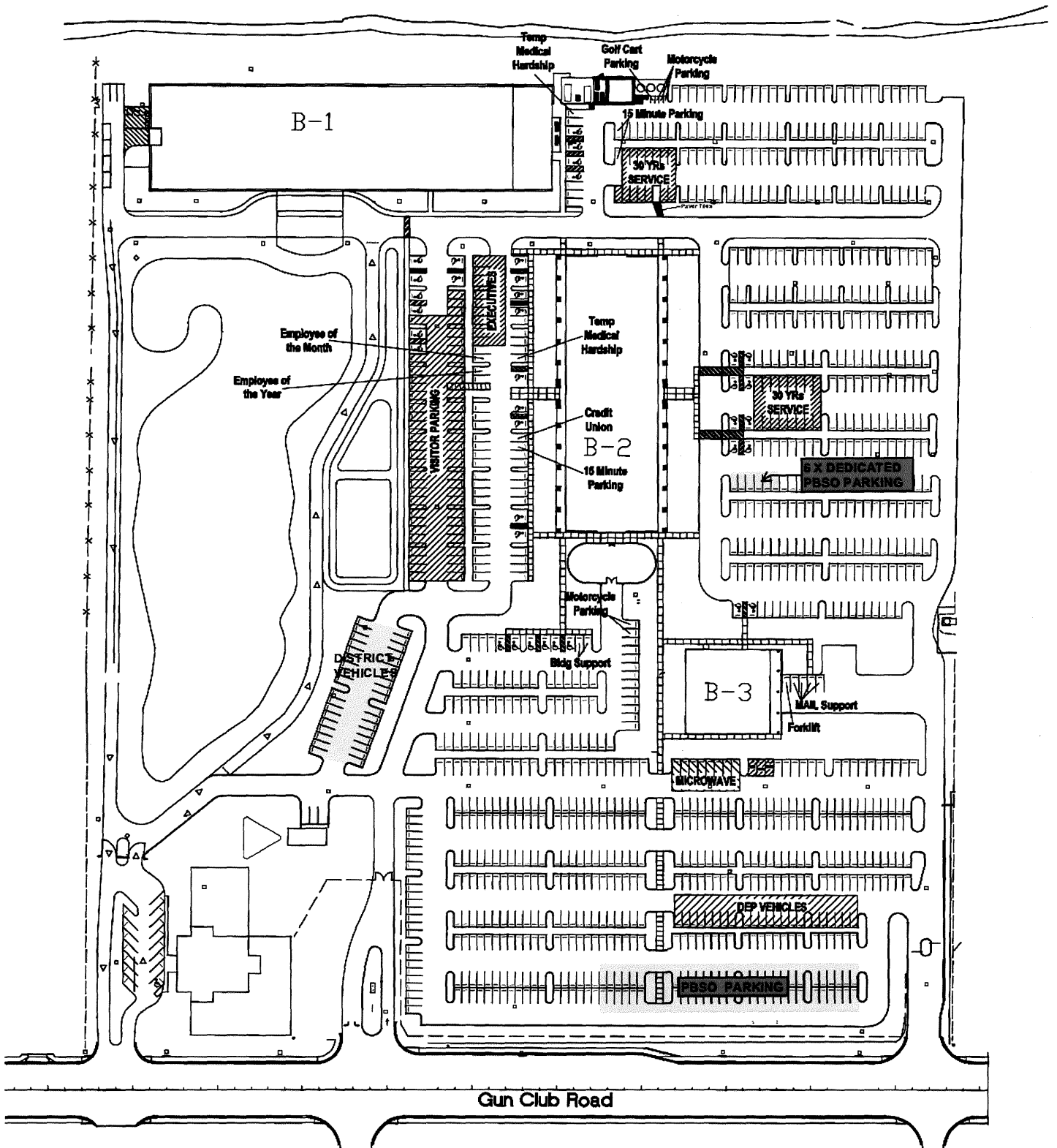
By: *Army Wolf*
Department Director

EXHIBIT "A"
RESERVED

EXHIBIT "B"
PAYMENT SCHEDULE

Item	Year 1	Year 2	Year 3
Monthly Office Rent	\$34,247.67	\$35,275.10	\$36,333.35
Annual Office Rent	\$410,972.04	\$423,301.20	\$436,000.24
Rental Period	August 1, 2020 – July 31, 2021	August 1, 2021 – July 31, 2022	August 1, 2022 – July 31, 2023

EXHIBIT "C"
COUNTY LEASE ASSIGNED PARKING MAP



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 04/27/2020

REQUESTED BY: Karyn Sykes

PHONE: 561-233-2011

PROJECT TITLE: South Florida Water Management District (SFWMD) Lease
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$ 68,495.34

IST PLANNING NO.:

REQUESTED AMOUNT: \$ 68,495.34

BCC RESOLUTION#:

CSA or CHANGE ORDER NUMBER:

DATE:

LOCATION: 3301 Gun Club Road

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION: Lease Term August 1, 2020 - September 30, 2020

PROJECT/W.O. NUMBER:

CONSULTANT/CONTRACTOR: SFWMD

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

CONSTRUCTION	\$
PROFESSIONAL SERVICES	\$ 68,495.34
STAFF COSTS*	\$
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$

** 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: 3804 DEPT: 411 UNIT: B545-02 OBJ: 4907

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: _____ Amount \$ _____)

Department: Facilities Development & Operations

BAS APPROVED BY: 

DATE 4/27/2020

ENCUMBRANCE NUMBER: _____

Attachment 4



**Parks and Recreation
Department**

2700 6th Avenue South
Lake Worth, FL 33461
(561) 966-6600

Email: pbcparcs@pbcgov.org
www.pbcparcs.com



**Palm Beach County
Board of County
Commissioners**

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Mary Lou Berger

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

April 16, 2020

Property and Real Estate Management Division (**PREM**)
Attention: Ross Hering, Director
2633 Vista Parkway
West Palm Beach, FL 33411

Re: Permit Authorization for overflow parking at Lake Lytal Park

Dear Mr. Hering:

Pursuant to previous discussions, PBC Parks and Recreation Department will authorize **PREM** to park vehicles in Lake Lytal Park over the term of this permit authorization as stipulated by Section 3.06 Parking, of the lease agreement between the SFWMD and the County.


This permit authorization is granted provided the following conditions are met:

1. PBC Parks and Recreation Department shall grant temporary and restrictive access of Lake Lytal Park to **PREM** for the sole purpose of overflow parking beginning August 1, 2020 between 6:00AM and 6:00PM, Monday through Friday, for a term of three (3) years from the beginning date of this permit authorization.
2. The Lake Lytal Park parking areas as specified in **Exhibit A** will only be used as an overflow parking location for vehicles belonging to County or other government employees under the employ of the SFWMD/PBSO as requested by **PREM**. This request is for overflow parking of approximately 120 vehicles as specified in paragraph #1 above, inclusive of SFWMD Governing Board and WRAC Meeting Days.
3. **PREM** will provide SFWMD/PBSO staff with a maximum of 120 parking spaces. As conditions of use, the SFWMD will be responsible for maintaining the access gate between Lake Lytal Park and SFWMD property unlocked between 6:00 AM and 6:00 PM, Monday through Friday, and for directing staff to park permitted vehicles in designated parking areas located in the northeast corner of the park as specified in **Exhibit A**. Furthermore, **PREM** will include Parks and Recreation as an additional entity to receive a calendar of scheduled GB and WRAC meetings as well as any scheduled special event (with 10 day notice).
4. **PREM** on a daily basis will be responsible for and ensure the cleanliness of the site. **PREM** furthermore agrees to return the premises to its original condition at the end of the permit period.
5. **PREM** may use the site beginning **August 1, 2020** only for the purpose specified in #1. No other amenities or additional use of park property will be permitted without prior written approval of the Parks and Recreation Director or his designee.

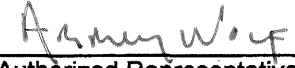
6. There shall be no loitering on the site before or after such use by **SFWMD/PBSO** employees, sub-contractors or other agents.
7. In consideration of approval of this permit authorization by the County and subject to its conditions there shall be no fees required for this permit parking.
8. **PREM** understands that the park is County owned property and that its use is only temporary. **PREM** understands that the use of the park and specified parking areas is subject to the written approval of this permit authorization and adherence to the rules and stipulations herein.

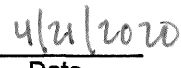
Your signature below acknowledges your understanding and agreement with the stipulations and conditions of this permit authorization.

Sincerely,



Jennifer Cirillo, Assistant Director
Parks and Recreation Department


Property and Real Estate Management Division

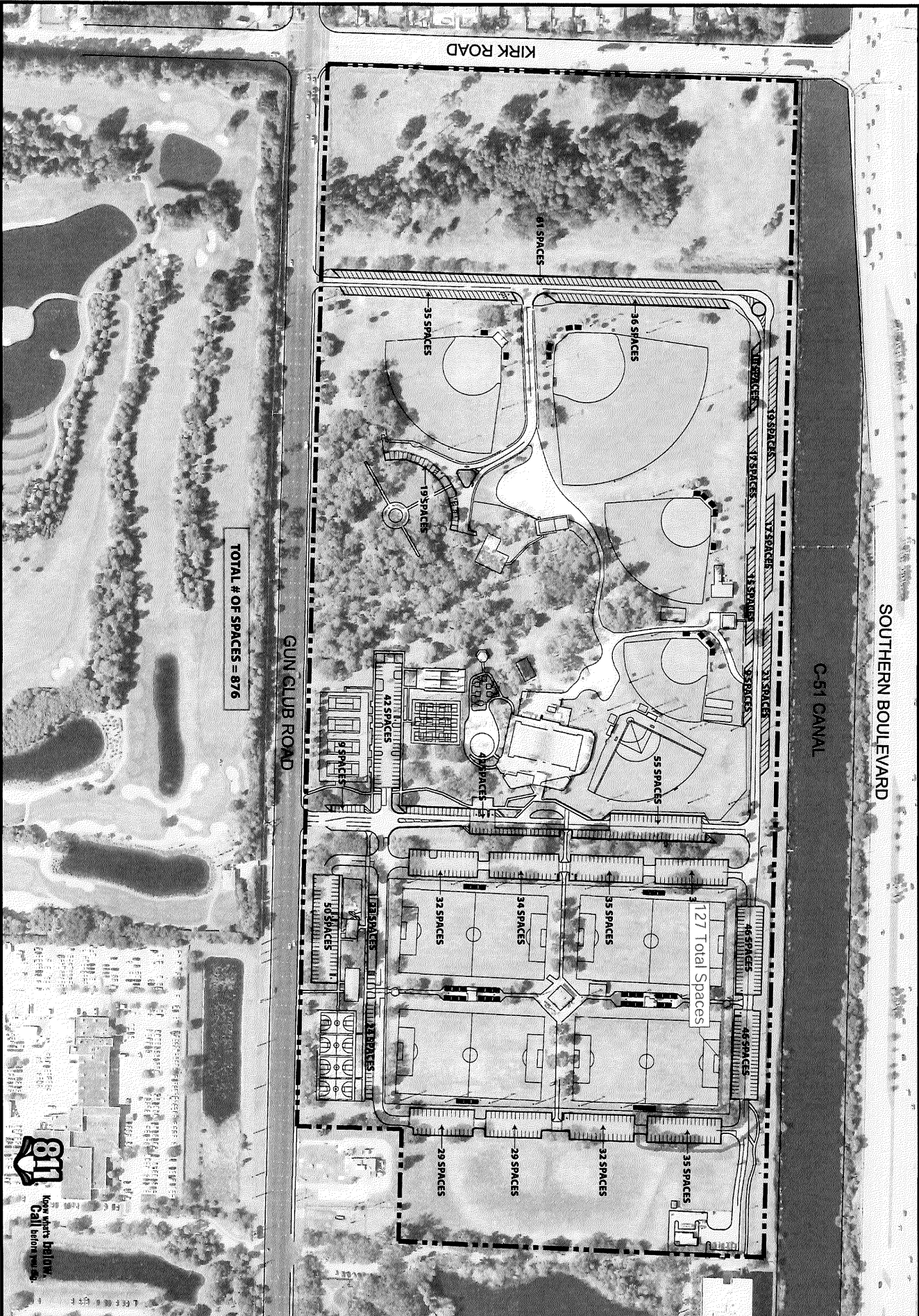

Authorized Representative


Date

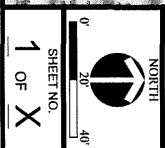
Property and Real Estate Management Division


Print Name


Print Title



TOTAL # OF SPACES = 876



REVISIONS

LAKE LYTAL PARK

PARKING INVENTORY

PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT	
PROJECT #: 2018-0XX DESIGNED BY: NAME DRAWN BY: NAME DATE: 10/17/2018 PRINTED: 10/17/2018 FILE NAME: LKL SITE PLAN.DWG	APPROVED BY: <div style="text-align: center;">B. HAMILTON</div>



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 04/17/2020

REQUESTED BY: Jim Daley

PHONE: 233-4408

PROJECT TITLE: PBSO Temporary Space at SFWMD Building
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: NA – Annual

BCC RESOLUTION#: R2016-0762

REQUESTED AMOUNT: \$228,637
EFDO #2020-017699

DATE: 06/21/16

CSA or CHANGE ORDER NUMBER: Amendment #22

LOCATION: 3301 Gun Club Road, WPB

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W-O. NUMBER: 20149

CONSULTANT/CONTRACTOR: Robling Architecture Construction

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

GMP for construction services

CONSTRUCTION	\$219,837
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$ 8,800
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$228,637

* 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: 3804 DEPT: 411 UNIT: B545-02 OBJ: 4907

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: _____ Amount \$ _____)

Department: _____

BAS APPROVED BY: [Signature]DATE 4/20/2020

ENCUMBRANCE NUMBER: _____

B

AMENDMENT #22
ROBLING ARCHITECTURE CONSTRUCTION, INC.
TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
ON A CONTINUING CONTRACT BASIS
PALM BEACH COUNTY SHERIFF OFFICE (PBSO) TEMPORARY SPACE SOUTH
FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) BUILDING
PROJECT NO.: 20149

This Amendment is made as of _____ by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as Owner, and Robling Architecture Construction, Inc., hereinafter referred to as "Construction Manager".

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Continuing Contract between Owner and Construction Manager dated June 21, 2016 (R2016-0762) (hereinafter the Continuing Contract) is in full force and effect and that this Amendment incorporates all the terms and conditions of the Continuing Contract including Task Order #27 as may be supplemented and amended by this Amendment.

WHEREAS, under Task Order #27, Owner assigned Project No. 20149 (the Project) to Construction Manager under the Continuing Contract;

WHEREAS, the parties have negotiated a Guaranteed Maximum Price for the Project, including the Construction Manager's fees calculated in accordance with the terms of the Continuing Contract, whereby the Construction Manager will render construction and warranty services and other services as set forth herein and in the Continuing Contract;

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Construction Manager, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Construction Manager's Representations. The Construction Manager represents that:

The Construction Manager, Trade Contractors, Sub-subcontractors, material and equipment suppliers have compared Phasing, Demolition, Architectural, Structural, Mechanical, Electrical, Plumbing, Civil and Site Drawings and Specifications and have compared and reviewed all general and specific details on the Drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge base of a licensed general contractor, subcontractor, trades persons, manufacturers or other parties required to carry out the Work involved in this Amendment, have been corrected or clarified prior to execution of this GMP Amendment to the Continuing Contract, and therefore Construction Manager warrants that the GMP (exclusive of contingency) includes the cost of correcting all conflicts, discrepancies, errors, or omissions which Construction Manager identified, or should have identified through the exercise of reasonable skill and care, during the preconstruction phase of this Project.

The Construction Manager's review and comparison of all Drawings has taken into

consideration the total and complete functioning of all systems and therefore the Construction Manager represents that the GMP represents the total cost for complete and functional systems.

3. Guaranteed Maximum Price. Pursuant to Section 2.2 and Article 6 of the Continuing Contract between Owner and Construction Manager, the parties have agreed to a Guaranteed Maximum Price of **\$219,837** for the construction phase of the Project. The GMP is based on the following: **Attachment C.**

4. Schedule of Time for Completion. The time of completion for this Amendment will be as follows: The Construction Manager shall substantially complete the work within **60** calendar days from the Notice to Proceed from Owner. Liquidated Damages are \$120/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.

5. Contract Modifications and Additions. The Continuing Contract is hereby modified to include the terms and conditions set forth on **Attachments A and B**, which are incorporated herein by reference.

6. API. The API for this Continuing Contract is 20% SBE subcontracting participation. To date Construction Manager has achieved 43.97% SBE subcontracting participation on this Continuing Contract. Construction Manager will provide 45.78% on this Amendment.

7. Attachments. The following attachments are attached hereto and incorporated herein by reference:

- Attachment A – Contract Modifications and Additions
- Attachment B – Affirmative Procurement Initiatives (APIs)
- Attachment C - GMP Summary
- Public Construction Bond
- Form of Guarantee
- Insurance Certificate(s)
- EBO Schedules 1 and 2

8. Except as specifically modified herein, the Continuing Contract remains in full force and effect. All capitalized terms herein shall have the same meaning as set forth in the Continuing Contract.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER

PALM BEACH COUNTY BOARD, FLORIDA
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: Jean-Adel Williams
County Attorney

By: Army Wolf
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER SIGNATURE CONSTRUCTION MANAGER:
SIGNATURE

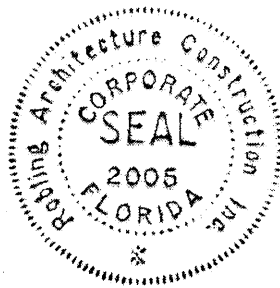
Holly M Serrano
Signature

Damon A Robling
Signature

Holly M Serrano
Name (type or print)

Damon A Robling
Name (type or print)

President
Title



**ATTACHMENT A
CONTRACT MODIFICATIONS AND ADDITIONS**

The Provisions of this Attachment shall take precedence and control over any inconsistent or conflicting provisions in the Contract Documents.

1. The following new sections are added to Continuing Contract:

1.10 VSS Registration Required. Prior to beginning work, Construction Manager must register in the County's Vendor Self Service ("VSS") at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If Construction Manager intends to use subcontractors, Construction Manager must also ensure that all subcontractors are registered as vendors in VSS prior to beginning work. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS.

1.11 Commercial Non-Discrimination. The Construction Manager represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Construction Manager shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subconsultants, subcontractors, vendors, suppliers, or commercial customers, nor shall the Construction Manager retaliate against any person for reporting instances of such discrimination. The Construction Manager shall provide equal opportunity for subconsultants, subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Construction Manager understands and agrees that a material violation of this clause shall be considered a material breach of contract and may result in termination of the contract, disqualification or debarment of the Construction Manager from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

The Construction Manager acknowledges and agrees that all subcontractor agreements shall include a commercial non-discrimination clause.

2. Section 2.1.13.1 of the Continuing Contract is replaced with the following:

2.1.13.1 Equal Business Opportunity (EBO) Program.

a. Policy. It is the policy of the Board of County Commissioners of Palm Beach County, Florida, (the Board) that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. To that end, the Board adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code, (EBO Ordinance) which sets forth the County's requirements for the EBO Program, and which is incorporated in this Contract. The provisions of the EBO Ordinance are applicable to this Contract, and shall have precedence over the provisions of this Contract in the event of a conflict. The Construction Manager agrees to abide by all provisions of the EBO Ordinance and understands that failure to comply with any of the requirements will be considered a breach of this Contract.

b. Affirmative Procurement Initiatives (APIs) Applicable to this Continuing Contract. The APIs approved for this Continuing Contract, including any applicable SBE or M/WBE goals, are set out on Attachment B. If an SBE subcontracting goal has been applied to this Contract, the Construction Manager may apply an SBE price preference, for subcontracts less than \$1,000,000, where the subcontract will be awarded to the lowest responsive, responsible bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-SBE bid, in which case the award shall be made to the certified SBE

submitting the lowest responsive, responsible bid. For subcontracts \$1,000,000 or more, the Construction Manager may apply an SBE price preference where the subcontract will be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than \$100,000 plus 3% of the total bid in excess of \$1,000,000.

c. API Waiver Requests/Good Faith Efforts. If Construction Manager is unable to comply with the API requirements established by the County's Goal Setting Committee for this Contract, then the Construction Manager must request a waiver or partial waiver from the Office of EBO using the forms required by the Office of EBO. Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts (as defined below) were undertaken by Construction Manager to comply with the APIs applicable to this Continuing Contract.

Good Faith Efforts means documentation of the Construction Manager's intent to comply with the applicable APIs, including, but not limited to, the following: (1) documentation reflecting the Construction Manager's commitment to comply with SBE or M/WBE goals as established by the County's Goal Setting Committee for the construction subcontracts; or (2) documentation of efforts made toward achieving EBO program goals (e.g., solicitations of bids/proposals/qualification statements from all qualified SBE firms or M/WBE firms listed in the Office of EBO's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE subcontracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of Construction Manager's posting of a bond covering the work of SBE or M/WBE subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Construction Manager; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE subcontractors. Scoring of Good Faith Efforts documentation and administrative determinations regarding the adequacy of such Good Faith Efforts is the responsibility of the Office of EBO.

d. Required Documentation with GMP Amendment or Work Order. The Construction Manager shall submit completed Schedule 1(list of all subcontractors, including S/M/WBE participation) and Schedule 2s (Letter of Intent to perform as a subcontractor, including S/M/WBE subcontractors) on all construction subcontracts prior to the GMP Amendment (or Work Order). When completed and submitted, the Schedule 1 and Schedule 2(s) shall become material terms of this Contract. The Construction Manager understands that each S/M/WBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the applicable S/M/WBE participation goal. Construction Manager represents and warrants that, when completed and submitted, the Construction Manager will meet the S/M/WBE participation percentages with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Construction Manager agrees to provide any additional information requested by the County to substantiate participation.

e. Required Documentation with Pay Application. Construction Manager is required to submit accurate progress payment information with each pay application regarding each of its subcontractors, including S/M/WBE subcontractors. The Department shall audit the reported payments to S/M/WBE and non-S/M/WBE subcontractors to ensure that the Construction Manager's reported subcontract participation is accurate. Absent a waiver from the Office of EBO, a Construction Manager's failure to reach the required level of S/M/WBE subcontracting shall be considered a material breach of contract. In the event of Construction Manager non-compliance, the Construction Manager shall be subject to any penalties and sanctions available under the terms of the EBO Ordinance, its contract with the County, or by law.

Construction Manager shall submit the following forms with each pay application:

i. Schedule 3 – Subcontractor Activity Form. This form shall be submitted by the Construction Manager with each payment application when subcontractors, including S/M/WBE subcontractors, are utilized in the performance of the contract. This form shall contain the names of all subcontractors, S/M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor, approved change orders, revised subcontractor contract amount, including revised S/M/WBE contract amount, amount drawn this period, amount drawn to date, and payments to date issued to subcontractors.

ii. Schedule 4 – Subcontractor Payment Certification, including S/M/WBEs.

A Schedule 4 for **each subcontractor**, including each S/M/WBE, shall be completed and signed by each subcontractor, including each S/M/WBE, after receipt of payment from the Construction Manager. The Construction Manager shall submit this Schedule 4 with each payment application submitted to the County to document payment issued to a subcontractor in the performance of the Contract.

The Construction Manager shall submit a Subcontractor Activity Form (Schedule 3) and Subcontractor Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Construction Manager and the Subcontractor Payment Certification Form (Schedule 4) is to be executed by each subcontractor to verify receipt of payment.

Upon letter notification by the County that the payment tracking system is automated, the Construction Manager is required to input all subcontractor payment information directly into the County's contract information system prior to submitting a payment application.

Completed and submitted EBO forms are incorporated into and made a part of the Contract Documents.

f. S/M/WBE Substitutions. Construction Manager will only be permitted to replace a certified S/M/WBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified S/M/WBEs in order to maintain the S/M/WBE percentages submitted with the proposal. Requests for substitutions must be submitted to the County Representative and the Office of EBO for approval. Any desired change in the S/M/WBE participation schedule shall be approved in advance by the Office of EBO and shall indicate the Construction Manager's Good Faith Efforts to substitute another certified S/M/WBE Subcontractor (as appropriate) to perform the work. **Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the Office of EBO.** Upon receiving approval of substitution for the S/M/WBE subcontractor, the Construction Manager must submit a completed and signed Schedule 2 by the proposed S/M/WBE subcontractor. Subcontractors shall specify the type of Work to be performed, the cost or percentage shall also be specified. In the event the Construction Manager is found not to have performed Good Faith Efforts in its attempt to find a suitable a substitute for the initial S/M/WBE proposed utilization, one (1) or more of the penalties and sanctions as set forth below may be imposed by the County.

g. Changes or Additional Work. If the County's issuance of changes or additional work on a project results in changes in the Scope of Work to be performed by a S/M/WBE subcontractor listed in Construction Manager's proposal, the Construction Manager must submit a modified, completed and signed Schedule 2 that specifies the revised Scope of Work to be performed by the S/M/WBE, along with the price and /or percentage.

h. EBO Program Compliance, Enforcement, Penalties. Under the EBO Ordinance, the Office of EBO is required to implement and monitor S/M/WBE utilization during the term of this Contract. It is the County's policy that S/M/WBEs shall have the maximum feasible opportunity to participate in the performance of County contracts. Construction Manager is required to comply with the EBO Ordinance and is expected to comply with the APIs applicable to this Contract, as well as the S/M/WBE utilization contained in the Schedule 1 and 2s submitted by Construction Manager, as the EBO Forms and APIs are incorporated into and made a material component of this Contract.

The Office of EBO and the Department shall have the right to request and review Construction Manager's books and records to verify Construction Manager's compliance with this Contract and adherence to the EBO Program. The Office of EBO and the Department shall have the right to interview subcontractors to determine contract compliance. Construction Manager shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date, or such longer time as may be required in other provisions of this Contract, and make such records available for inspection in Palm Beach County by the Office of EBO and the County at any reasonable time during the four (4) years.

The Director of the Office of EBO or designee may require such reports, information, and documentation from Construction Manager as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Construction Manager shall correct all noncompliance issues within 15 calendar days of a written notice of noncompliance by the contracting department or the Office of EBO. If the Construction Manager does not resolve the non-compliance within 15 days of receipt of written notice of non-compliance, then the County may impose upon the non-complying party any or all of the following penalties:

- a. Suspension of contract;
- b. Withholding of funds;
- c. Termination of contract based upon a material breach of contract pertaining to EBO Program compliance;
- d. Suspension or Debarment of a respondent or bidder, contractor or other business entity from eligibility for providing goods or services to the County for a period not to exceed three (3) years; and
- e. Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the contract, and the dollar value of S/M/WBE participation as actually achieved.

3. Section 7.1.2.1 of the Continuing Contract is replaced with the following:

7.1.2.1 As required by Section 218.735, F.S., within ten (10) days from receipt of payment from the Owner, the Construction Manager shall pay each Trade Contractor out of the amount paid to the Construction Manager on account of such Trade Contractor's work, the amount to which said Trade Contractor is entitled reflecting the percentage actually retained, if any, from payments to the Construction Manager on account of said Trade Contractor's work. The Construction Manager shall, by appropriate agreement with each Trade Contractor, require each Trade Contractor to make payments to its subcontractors in a similar manner. *Construction Manager shall provide Trade Contractors hired by Construction Manager with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.*

4. The first paragraph of General Condition 68.3 is replaced with the following:

68.3 If the pay estimate and support data are not approved, the Construction Manager is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Construction Manager shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Construction Manager, in accordance with Local Government Prompt Payment Act (FS 218.70). *Owner shall provide Construction Manager with a written notice of disputed pay request within 10 business days after receipt of such pay request which clearly states any and all deficiencies in Construction Manager's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, the Owner shall proceed with prompt payment of that portion of the pay request.* In the event any dispute with respect to any payment or pay request cannot be resolved between the Construction Manager and Owner's project staff, Construction Manager may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Owner of Construction Manager's written demand. The department director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Owner's final decision for the purpose of the Local Government Prompt Payment Act. *Construction Manager must remit undisputed payment due for labor, services, or materials furnished by trade contractors, subcontractors and suppliers hired by the Construction Manager, within 10 days after the Construction Manager's receipt of payment from the County pursuant to Section 218.70, Florida Statutes. Construction Manager shall provide trade contractors, subcontractors and suppliers hired by Construction Manager with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.*

ATTACHMENT B
AFFIRMATIVE PROCUREMENT INITIATIVES (“API”s) FOR CONSTRUCTION

The API(s) approved for this contract by the GSC are selected below by . Capitalized terms are defined as set forth in the EBO Ordinance. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

Waiver

The Office of EBO has granted a waiver of the EBO Program API(s) for this contract.

SBE Sheltered Market for Small Construction Contracts (at or below \$100,000)

This Contract is reserved for competition among only certified SBEs.

Small prime Construction Contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

SBE Subcontracting Program

A 20% SBE subcontracting participation goal is established for this Contract.

A minimum mandatory goal of 20% of the total estimated dollar value of the Contract shall be subcontracted to SBEs, however the Office of EBO shall reduce or waive this goal when there is inadequate availability of SBE prime and / or Subcontractor firms.

SBE Price Preference (Contracts with no opportunity for subcontract, i.e., single trade)

This Contract shall be awarded to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within the ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business respondent or bidder submitting the lowest responsive, responsible bid at the price that it bid.

M/WBE Subcontracting Goal

_____ percent (0 to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, and non-minority women persons.

Up to 40% of this Contract as noted above, shall be subcontracted to eligible M/WBEs (i.e., certified M/WBE firms owned by African American, Hispanic American, Asian American, Native American, and non-minority women persons). However the Office of EBO shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or Subcontractor firms.

Explanation of GSC's reasons for applying this API:

M/WBE Segmented Subcontracting Goals

_____ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, and non-minority women persons (check applicable).

M/WBE Segmented Subcontracting Goals are established on an individual County Contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given Contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic Subcontractors.). The Office of EBO shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or Subcontractor firms.

Explanation of GSC's reasons for applying this API:

M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts (greater than \$2.5 million)

_____ percent (0 to 20%) of total available evaluation points shall be applied for qualifying M/WBE joint ventures wherein the certified M/WBE joint venture partner owns fifty (50) percent or greater, and performs fifty (50) percent or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

For "best value" Contracts wherein low price is not the only criterion for award, the incentive may be for up to twenty (20) percent of one hundred (100) evaluation points to be reserved for qualifying M/WBE joint ventures wherein the certified M/WBE joint venture partner owns fifty (50) percent or greater, and performs fifty (50) percent or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

Explanation of GSC's reasons for applying this API:

M/WBE Evaluation Preference for "Best Value" RFPs (Formal Solicitations)

_____ percent (0 to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms.

Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE that is awarded a prime Contract under this program may not subcontract more than forty-nine (49) percent of the Contract value to a non-S/M/WBE firm.

Explanation of GSC's reasons for applying this API:

**ATTACHMENT C
GMP SUMMARY**

EXHIBIT "A"

Guaranteed Maximum Price

Project: SFWMD B2 Bldg, 3rd Floor PBSO Tenant Space

Date: 4/19/2020

Architect: Colome & Assoc.

Drawing Set: 95% CD's, 3-11-2020

CSI DivisionSummary	COST	%	DESCRIPTION
Division 1 General Conditions	\$8,590.00	5.1%	Direct Cost Items necessarily incurred in the Project during the Construction Phase (excluding Insurance and Bonds shown below). See Attachment 2 for detailed breakdown of these reimbursable expenses.
Division 2 Existing Conditions	\$1,800.00	1.1%	
Division 3 Concrete	\$0.00	0.0%	
Division 4 Masonry	\$0.00	0.0%	
Division 5 Steel	\$0.00	0.0%	
Division 6 Wood, Plastics, Composites	\$0.00	0.0%	
Division 7 Thermal & Moisture Protection	\$3,000.00	1.8%	
Division 8 Windows and Doors	\$17,500.00	10.3%	
Division 9 Finishes	\$36,753.00	21.7%	See Attachment 1 - Cost Summary
Division 10 Specialties	\$600.00	0.4%	
Division 11 Equipment	\$0.00	0.0%	
Division 12 Furnishings	\$0.00	0.0%	
Division 13 Special Construction	\$0.00	0.0%	
Division 14 Elevators	\$0.00	0.0%	
Division 21,22,23 Mechanical	\$39,863.00	23.6%	
Division 26,27,28 Electrical	\$61,090.00	36.1%	
Division 31,32,33 Site Work	\$0.00	0.0%	
Other:	\$0.00	0.0%	
SUBTOTAL "A"	\$169,196	100.0%	
Insurance and Bonds			
Payment & Performance Bonds	\$2,300.00	1.0%	100% Performance Bond and a 100% Labor and Material Payment Bond each in an amount equal to the total project cost.
General Liability & Workers Comp. Insurance	\$2,300.00	1.0%	
Builders Risk Insurance	\$0.00	0.0%	
SUBTOTAL "C"	\$173,796.00		Subtotal "C" = Subtotal "B" + Insurance and Bonds
Management Costs			
Project Contingency	\$8,459	5.0%	
Preconstruction Fee	\$0	0.0%	Construction Manager Staffing Costs. See Attachment 3 for detailed breakdown.
Staff Costs	\$26,590	12.1%	Construction Manager Staffing Costs. See Attachment 3 for detailed breakdown.
Overhead and Profit	\$10,992	5.0%	Overhead and Profit as a Fixed Percentage of the total GMP Cost.
Guaranteed Maximum Price	\$219,837		

April 20, 2020

Palm Beach County Board of
County Commissioners – Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411-5604

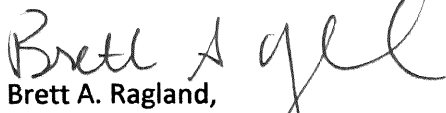
RE: Authority of Date Bonds, Powers of Attorney and Form of Guarantee
Principal: Robling Architecture Construction, Inc.
Project: Project No. 20149 PBSO Temporary Space SFWMD Bldg
Bond No. 2281149

To Whom It May Concern;

Please be advised that as Surety on the above referenced bond, we hereby authorize the Palm Beach County Board of County Commissioners to date the Performance and Payment Bonds, Powers of Attorney for the above captioned project concurrent with the date of the contract agreement.

The Form of Guarantee may be dated the date of Substantial Completion.

North American Specialty Insurance Company


Brett A. Ragland,
Attorney-In-Fact and Florida
Licensed Resident Agent

PUBLIC CONSTRUCTION BOND

BOND NUMBER 2281149

BOND AMOUNT \$219,837.00

CONTRACT AMOUNT \$219,837.00

CONTRACTOR'S NAME: Robling Architecture Construction, Inc.

CONTRACTOR'S ADDRESS: 101 Walker Avenue, Greenacres, FL 33464

CONTRACTOR'S PHONE: 561-649-6705

SURETY COMPANY: North American Specialty Insurance Company

SURETY'S ADDRESS: 1200 Main Street, Suite 800

Kansas City, MO 64105

SURETY'S PHONE: (913)676-5200

OWNER'S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
CAPITAL IMPROVEMENTS DIVISION

OWNER'S ADDRESS: 2633 Vista Parkway
West Palm Beach, FL 33411-5604

OWNER'S PHONE: (561) 233-0261

PROJECT NAME: Palm Beach County Sheriff Office (PBSO) Temporary Space South Florida Water
Management District (SFWMD) Building

PROJECT NUMBER: 20149

CONTRACT NUMBER (to be provided after Contract award): _____

DESCRIPTION OF WORK: Amendment No. 22 for the communication and low voltage work for the
Palm Beach Sheriff's Office (PBSO) Headquarter (HQ) access control.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: 3301 Gun Club Road West Palm Beach

PCN:00-43-44-06-02-000-0000

Legal Description: SFWMD GUN CLUB ROAD PL ALL OF PLAT (LESS SLY 11 FT OF WLY 474.80
FT OF ELY 775.82 FT GUN CLUB RD R/W)

This Bond is issued in favor of the County conditioned on the full and faithful performance of the
Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto
Palm Beach County Board of County Commissioners, herein called County,
301 N. Olive Avenue
West Palm Beach, Florida 33401

And

South Florida Water Management District (SFWMD)
3301 Gun Club Road
West Palm Beach, Florida 33406

as Obligees, for the use and benefit of claimant as herein below defined, in the amount of

Dollars (\$ 219,837)

(Here insert a sum equal to the Contract Price)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name: Palm Beach County Sheriff Office (PBSO) Temporary Space South
Florida Water Management District (SFWMD) Building
Project No.: 20149
Project Description: Amendment No. 22 for the communication and low voltage work
for the Palm Beach Sheriff's Office (PBSO) Headquarter (HQ) access control.
Project Location: 3301 Gun Club Road

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Colome & Associates, Inc
LOCATION OF FIRM: 530 24th Street, West Palm Beach 33407
PHONE: 561-833-9147

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of the Palm Beach County Sheriff Office (PBSO) Temporary Space at the South Florida Water Management District (SFWMD) Building, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the County shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes.

6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.

Hefner
Witness

Robling Architecture Construction, Inc.
[Signature]
Principal (Seal)

Damon A Robling President
Name and Title

[Signature]
Witness

North American Specialty Insurance Company
Surety (Seal)

[Signature]
Name and Title
Brett A. Ragland, Attorney In-Fact and Florida
Licensed Resident Agent

IMPORTANT: Surety companies executing bonds must appear and remain on the U.S. Treasury Department's most current list (Federal Register) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: Robling Architecture Construction, Inc and Surety Name: North American Specialty Insurance Company.

We the undersigned hereby guarantee that the (PBSO Temporary Space SFWMD Building project, 20149) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

DATED _____
(Date to be filled in at substantial completion)

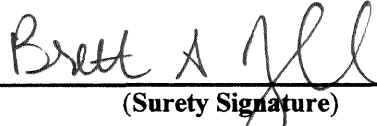
SEAL AND NOTARIAL
ACKNOWLEDGMENT OF SURETY

Robling Architecture Construction, Inc
(Contractor Name) (Seal)

By: 
(Contractor Signature)

Damon A Robling, President
(Print Name and Title)

North American Specialty Insurance Company
(Surety Name) (Seal)

By: 
(Surety Signature)

Brett A. Ragland, Attorney-In-Fact and Florida
Licensed Resident Agent
(Print Name and Title)

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JOSEPH D. JOHNSON, JR., JOSEPH D. JOHNSON III, BRETT A. RAGLAND, and FRANCIS T. O'REARDON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company: and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By [Signature] Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 22 day of JANUARY, 2018.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 22 day of JANUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this day of , 20

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/17/2019

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 Collinsworth, Alter, Lambert, LLC 23 Eganfuskee Street Suite 102 Jupiter, FL 33477	CONTACT NAME: Dianthe Charron PHONE (A/C, No, Ext): (561) 776-9001 E-MAIL ADDRESS: dcharron@callc.com		FAX (A/C, No): (561) 427-6730
	INSURER(S) AFFORDING COVERAGE		
INSURED Robling Architecture Construction, Inc. 101 Walker Avenue Greenacres, FL 33463	INSURER A : Amerisure Mutual Ins Co		NAIC # 23396
	INSURER B : Auto-Owners Insurance Company		18988
	INSURER C : United Specialty Insurance Co		12537
	INSURER D : Arch Specialty Insurance Company		21199
	INSURER E :		
	INSURER F :		


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 INSP	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:			GL20769240802	05/23/2019	05/23/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			52320874	05/23/2019	05/23/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			BTN1915445	05/23/2019	05/23/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC20543061102	05/23/2019	05/23/2020	<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
D	Professional Liab			PDCPP0014503	05/23/2019	05/23/2020	Limit per Claim/Agg 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is added as additional insured including products and completed operations for general liability per CG7048, and auto liability when required by written contract. General Liability is primary and non-contributory when required by written contract. Waiver of subrogation applies to general liability, auto liability, and workers comp for the certificate holders when required by written contract. Umbrella extends over general liability, auto liability, and employer's liability. Cancellation applies as per policy terms, conditions and exclusions.

Certificate Holders is expanded to read: Palm Beach County Board of County Commissioner

CERTIFICATE HOLDER Palm Beach County, Facilities Development & Operations Capital Improvements Division (Louis Feldkamp) 2633 Vista Parkway West Palm Beach, FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: SFWMD B2 Bldg. 3rd Floor Renovation for PBSO
NAME OF PRIME RESPONDENT/BIDDER: Robling Architecture Construction, Inc.
CONTACT PERSON: Brian Allen
SOLICITATION OPENING/SUBMITTAL DATE: _____

SOLICITATION/PROJECT/BID No.: 20149
ADDRESS: 101 Walker Avenue, Greenacres, FL 33463
PHONE NO.: 561-649-6705 **E-MAIL:** ballen@robling.com
DEPARTMENT: Capital Improvements Division

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Robling Architecture Construction, Inc. 101 Walker Avenue, Greenacres, FL 33463 T: 561-649-6705 VC0000103416	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$43,982.00	_____
2. The Airtex Corporation 1450 B Skees Road, West Palm Beach 33411 561-683-3446 VC0000106536	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$31,663.00	_____
3. Protect Video, Inc. 3483 High Ridge Road, Boynton Beach 33426 561-622-5880 VC0000004897	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	\$25,000.00	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)				SEE TOTALS ON LAST PAGE				
SEE TOTALS ON LAST PAGE				Total _____				
Total Bid Price \$ _____				Total SBE - M/WBE Participation _____				

I hereby certify that the above information is accurate to the best of my knowledge: _____
Signature Title

- Note:**
- The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
 - Modification of this form is not permitted and will be rejected upon submittal.

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: SFWMD B2 Bldg. 3rd Floor Renovation for PBSO
 NAME OF PRIME RESPONDENT/BIDDER: Robling Architecture Construction, Inc.
 CONTACT PERSON: Brian Allen
 SOLICITATION OPENING/SUBMITTAL DATE: _____

SOLICITATION/PROJECT/BID No.: 20149
 ADDRESS: 101 Walker Avenue, Greenacres, FL 33463
 PHONE NO.: 561-649-6705 E-MAIL: ballen@robling.com
 DEPARTMENT: Capital Improvements Division

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)	
		Minority/Women Business	Small Business						
1. Advanced Painting Contractors 7369 Westport Place, WPB 33413 561-845-0123 VC0000116557	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$4,950.00	
2. Interior Concepts 4133 Burns Rd, Palm Beach Gardens 33410 561-408-2213 VS0000014652	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$25,483.00	
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
5. General Conditions, Contingency, Unpurchased Scopes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$88,759.00	
(Please use additional sheets if necessary)				Total	_____	_____	\$25,000.00	\$75,645.00	\$119,192.00
Total Bid Price \$ \$219,837.00				Total SBE - M/WBE Participation \$100,645 / 45.7%					

I hereby certify that the above information is accurate to the best of my knowledge: _____
Signature Title

- Note:**
1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
 3. 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: 20149

SOLICITATION/PROJECT NAME: SFWMD B2 Bldg. 3rd Floor Renovation for PBSO

Name of Prime: Robling Architecture Construction, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): Exp. 6/26/2021

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

Column 1

Column 2

Male Female African-American/Black Asian American Caucasian American
 Hispanic American 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.

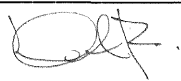
Line Item	Item Description	Unit Price	Qty./Units	Contingencies/ Allowances	Total Price/Percentage
	Construction Management				\$43,982.00

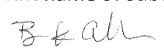
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$43,982.00

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

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Robling Architecture Construction, Inc.
 Print name of Prime
 By: 
 Authorized Signature
Damon A Robling
 Print name
President
 Title
 Date: 4/16/2020

Robling Architecture Construction, Inc.
 Print name of Subcontractor/subconsultant
 By: 
 Authorized Signature
Brian Allen
 Print name
Vice President
 Title
 Date: 4/16/2020

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: 20149

SOLICITATION/PROJECT NAME: SFWMD B2 Bldg. 3rd Floor Renovation for PBSO

Name of Prime: Robling Architecture Construction, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 2/8/18 - 2/7/21

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

Column 1

Column 2

Male Female African-American/Black Asian American Caucasian American
 Hispanic American 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.

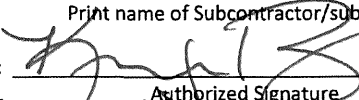
Line Item	Item Description	Unit Price	Qty./Units	Contingencies/ Allowances	Total Price/Percentage
	HVAC	1	LS		\$31,663.00

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: \$31,663.00

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

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

Robling Architecture Construction, Inc.
 Print name of Prime
 By: 
 Authorized Signature
Damon A Robling
 Print name
President
 Title
 Date: 4/16/2020

The Airtex Corp.
 Print name of Subcontractor/subconsultant
 By: 
 Authorized Signature
KEITH J. BROWN
 Print name
PRESIDENT
 Title
 Date: 4/16/2020

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: 20149

SOLICITATION/PROJECT NAME: SFWMD B2 Bldg. 3rd Floor Renovation for PBSO

Name of Prime: Robling Architecture Construction, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 10/3/19 - 10/2/22

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

Column 1

Column 2

Male Female

African-American/Black Asian American Caucasian American

Hispanic American 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	Qty./Units	Contingencies/ Allowances	Total Price/Percentage
	Card Access	1	LS		\$25,000.00

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: \$25,000.00

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

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Robling Architecture Construction, Inc.

Print name of Prime

By: 
Authorized Signature

Damon A Robling

Print name

President

Title

Date: 4/16/2020

Protect Video, Inc.

Print name of Subcontractor/subconsultant

By: 
Authorized Signature

Shad DiMaria

Print name

President

Title

Date: 4/16/2020

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: 20149

SOLICITATION/PROJECT NAME: SFWMD B2 Bldg. 3rd Floor Renovation for PBSO

Name of Prime: Robling Architecture Construction, 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):

Column 1

Column 2

Male Female

African-American/Black Asian American Caucasian American

Hispanic American 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	Qty./Units	Contingencies/ Allowances	Total Price/Percentage
	Painting				\$4,950.00

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: \$4,950.00

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: \$0.00 / 0%

Name of 2nd/3rd tier Subcontractor/subconsultant

Robling Architecture Construction, Inc.

Print name of Prime



By: _____
Authorized Signature

Damon A Robling

Print name

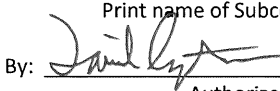
President

Title

Date: 4/16/2020

Advanced Painting Contractors

Print name of Subcontractor/subconsultant



By: _____
Authorized Signature

Daniel Eggertsson

Print name

Project Manager

Title

Date: 4/16/2020

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: 20149

SOLICITATION/PROJECT NAME: SFWMD B2 Bldg. 3rd Floor Renovation for PBSO

Name of Prime: Robling Architecture Construction, 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):

Column 1

Column 2

Male Female

African-American/Black Asian American Caucasian American

Hispanic American 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	Qty./Units	Contingencies/ Allowances	Total Price/Percentage
	Wallboard & Framing				\$19,840.00
	Acoustical Ceiling				\$5,643.00

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: \$25,483.00

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: _____

Robling Architecture Construction, Inc.

Print name of Prime

By: [Signature]
Authorized Signature

Damon A Robling

Print name

President

Title

Date: 4/16/2020

Interior Concepts

Print name of Subcontractor/subconsultant

By: [Signature]
Authorized Signature

SANDI FINER

Print name

CFU

Title

Date: 4/16/2020

CM AT RISK HISTORY

Construction Manager:	Robling Construction (SBE)	Total:	17,306,463.04	SBE Goal:	20%
Contract Award Date:	21-Jun-16	Waived:	0.00	Monitored By:	CID
Resolution Number:	R-2016-0762	Balance:	17,306,463.04		43.97%
Annual Type:	Construction Manager @ Risk				
Expiration Date:	20-Jun-20				
Renewal Options:	No Renewals Remaining				

Task	Work Order	Amend Number	Amount	API Amount Waived	SBE Amount	Requested By	Request Date	Project#	Project Name	Services	Approved	Appr'd By	SBE %
	4		\$195,311.00		\$30,000.00	Anthony Longo	29-Jan-18		Royal Palm Beach Library Sewer Line Replacement	GMP for construction services	14-Feb-18	CRC	15.36%
		8							This was not used changed to a WO				
		9	\$436,024.00		\$89,580.00	Anthony Longo	1-Feb-18	17459	Family Shelter Phase Two	GMP for construction services	13-Mar-18	BCC	20.54%
		10	\$1,950,348.00		\$297,937.00	Anil Patel	12-Feb-18	15205	Osprey Point Golf Course New Café Phase II	GMP for construction services	15-Apr-18	BCC	15.28%
		5	\$9,529.00		\$9,529.00	Mike McPherson	3-Apr-18	17221	Convention Center Courtyard Renovations	Preconstruction Services	2-May-18	AW	100.00%
14			\$7,967.00	\$0.00	\$7,967.00	Rosalyn Acosta	4-Jun-18	17224	Parks Playground Equipment Replacement	Preconstruction Services	16-Jul-18	AW	100.00%
15			\$7,419.00	\$0.00	\$7,419.00	Luis Herrera	24-Aug-18	18622	CJC Courtrooms Renovation	Preconstruction Services	11-Sep-18	AW	100.00%
16			\$10,755.00	\$0.00	\$10,755.00	Jason Griffith	7-Sep-18	17406	SRWRF Elevator Modernization & Stucco Repair	Preconstruction Services	23-Oct-18	AW	100.00%
		11	\$441,498.00	\$0.00	\$206,594.00	Mike McPherson	17-Sep-18			Preconstruction Services	16-Oct-18	BCC	46.79%
		6	\$125,869.00	\$0.00	\$92,387.85	Jason Griffith	11-Oct-18	17406	SRWRF Stucco Safety Repair	GMP for construction services	6-Feb-19	CRC	73.40%
17			\$9,380.00	\$0.00	\$9,380.00	Gus Arnold	16-Oct-18	17375	WUD Customer Service Center Remodel	Preconstruction Services	14-Nov-18	AW	100.00%
20			\$9,380.00	\$0.00	\$9,380.00	Tom McNamara	5-Jan-19	18313	Fire-Rescue Station No. 28 Reroof	GMP for construction services	28-May-19	AW	100.00%
18			\$9,368.00	\$0.00	\$9,368.00	Tom McNamara	18-Apr-19	18493	WUD CROC Parking Lot	Preconstruction Services	28-May-19	AW	100.00%
19			\$22,731.00	\$0.00	\$13,435.00	Tom McNamara	28-May-19	17514	WUD CROC Roof Replacement	Preconstruction Services	7-Jun-19	AW	59.10%
20			\$16,215.00	\$0.00	\$9,075.00	Tom McNamara	20-Jun-19	17544	WUD SROC Roof Replacement	Preconstruction Services	31-Jul-19	AW	55.97%
		12	\$762,460.00		\$540,628.00	Gus Arnold	9-Jul-19	18313	Fire Rescue Station No. 28 Reroof	GMP for construction services	22-Oct-19	BCC	70.91%
21			\$17,517.00		\$17,517.00	Tom McNamara	26-Jul-19	17319	WUD SROC Operations & Warehouse Building Improvements	Preconstruction Services	25-Oct-19	AW	100.00%
		7	\$94,049.44		\$51,006.68	Luis Herrera	27-Jul-19	19336	CJC Elevator Repairs	GMP for construction services	6-Nov-19	AW	54.23%
		8	\$60,055.00		\$54,705.00	Luis Herrera	24-Aug-19	19366	Medical Examiner's X ray Room improvements	GMP for construction services	5-Nov-19	AW	91.09%
22			\$10,955.45		\$10,955.45	Tom McNamara	27-Aug-19	18586	WUD WTP #3 Generator Storage Pavillion	Preconstruction Services	25-Oct-19	AW	100.00%
		13	\$1,580,323.26		\$443,828.50	Tom McNamara	9-Oct-19	17514	WUD CROC Roof Replacement	GMP for construction services	17-Dec-20	BCC	28.08%
23			\$6,817.45		\$6,817.45	Gus Arnold	31-Oct-19	19403	Fire Rescue Station No. 19 Generator Relocation & Replacement	Preconstruction Services	21-Nov-19	AW	100.00%
24			\$7,561.25		\$7,561.25	Gus Arnold	31-Oct-19	18514	Fire Rescue Station No. 21 Renovations	Preconstruction Services	21-Nov-19	AW	100.00%
		14	\$250,690.00		\$199,078.00	Brian McNamara	18-Dec-19	19626	PBSO Real Time Crime Lab HVAC Upgrades	GMP for construction services	11-Feb-20	BCC	79.41%
		15	\$890,012.00		\$255,514.00	Tom McNamara	5-Dec-19	17544	WUD SROC Roof Replacement	GMP for construction services	11-Feb-20	BCC	28.71%
		16	\$1,984,971.00		\$1,035,876.00	Tom McNamara	5-Dec-19	17319	WUD SROC Operations Building Improvements	GMP for construction services	11-Feb-20	BCC	52.19%
		17	\$327,070.00		\$38,680.00	Brian McNamara	13-Jan-20	17406	WUD SRWRF Elevator Modernization	GMP for construction services	17-Mar-20	BCC	11.83%
		18	\$388,041.72		\$38,515.72	Clark Woods	31-Jan-20	13210.4.18	Convention Center Chillers, VFD Replacement	GMP for construction services	24-Feb-20	AW	9.93%
		19	\$1,420,461.43		\$475,687.00	Tom McNamara	3-Feb-20	17375	WUD Customer Service Center Remodel	GMP for construction services	17-Mar-20	BCC	33.49%
25			\$4,590.04		\$4,590.04	Gus Arnold	7-Feb-20	20148	Fire Rescue Burn Building Repairs	Preconstruction Services	2-Mar-20	AW	100.00%
		20	\$1,217,482.00		\$689,924.00	Mike McPherson	2-Mar-20	17221	Convention Center Courtyard Renovations	GMP for construction services	Pending BCC 5/5/2020		56.67%
26			\$4,008.40		\$4,008.40	Rosalyn Acosta	2-Apr-20	15408	ISS GCC 4th Floor Renovation Phase 1	Preconstruction Services	9-Apr-20	AW	100.00%
		21	\$775,570.00		\$278,950.08	Gus Arnold	6-Apr-20	18514	Fire Rescue Station No. 21 Renovations	GMP for construction services			35.97%
		22	\$219,837.00		\$100,645.00	Jim Daley	17-Apr-20	20149	SFWMD B2 Building 3rd Floor PBSO Tenant Space	GMP for construction services			45.78%
						INSERT ABOVE THIS LINE							
		Total:	\$17,306,463.04	\$0.00	\$7,609,991.95								

ATTACHMENT # 8