# Agenda Item #: 3H-9

## PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

Meeting Date: March 9, 2021

[X] Consent [ ] Regular[ ] Ordinance[ ] Public Hearing

## Department: Facilities Development & Operations

## I. EXECUTIVE BRIEF

## Motion and Title: Staff recommends motion to approve:

A) Fifth Amendment to the Agreement (R-2017-1895) for Art Services for the Palm Beach County Convention Center Courtyard Public Art Project (Agreement) with Susan Narduli of Narduli Studio (Artist) to extend the Agreement for an additional 122 days to July 30, 2021; and,

B) Change Order No. 2 to the Contract (R2020-0762) for Construction Manager at Risk Services for the Palm Beach County Convention Center Courtyard Project (Contract) with Robling Architecture Construction (Contractor) to extend the Contract 191 days from December 21, 2020 to June 30, 2021.

**Summary:** On December 19, 2017, the Board approved the Agreement in the amount of \$454,000 for the design, permitting, fabrication and installation of "Light Play" sculptural screens for the Palm Beach County Convention Center Courtyard. The following table reflects the contract history.

Contract	Resolution No.	BCC Approval	Agreement / Amendment	Agreement / Amendment
			Amount	Duration
Original	R2017-1895	12/19/17	\$454,000	155 days
Amendment #1	R2018-0255	3/13/18	Add \$330,600	Add 275 days
Amendment #2	R2018-1991	12/18/18	Deduct \$4,625	Add 456 days
Amendment #3	R2019-1759	11/19/19	\$0	Add 397 days
Amendment #4	R-2020-1866	12/15/20	Add \$15,200	Add 90 days

This Fifth Amendment includes additional changes to the schedule of work due to circumstances beyond the Artist's control related to art (sculptural screens and gates) fabrication. Based upon current fabrication and installation projections, Courtyard construction is anticipated to achieve Substantial Completion no later than June 30, 2021. Whereas the Fourth Amendment established a March 31, 2021 completion date for all services, an extension to July 30, 2021 is now necessary. Consequently, an extension to the June 30, 2021 Substantial Completion date is also necessary to the Contract with Contractor, as all improvements are permitted and will be inspected as a single project. Funding for the Courtyard art project is from the \$68M Rev Bond AC2/Convention Center Parking Garage. (FDO ADMIN) District 7/Countywide (MWJ)

**Background & Justification:** Construction of the Convention Center Courtyard remains actively in progress. The Artist's fabricator has had to repeatedly reduce hours of operation and staffing levels in response to the coronavirus pandemic. With limited production and staff, production of sculptural screens and gates has been delayed. To account for the time impacts of this circumstance beyond the control of the Artist and Contractor, an extension of time to both contract documents is in order since all work is proceeding concurrently.

At the same time, Contractor continues reconciliation work on concrete planter walls within the Courtyard. Further inspection by staff remains forthcoming and is contingent upon Contractor's receipt of materials and performance. Depending upon the result of that further inspection, additional modifications to the Agreement and Contract may become necessary.

Courtyard project funds are available from proceeds of the bond issuance for the related Convention Center Garage. At this time there are no additional costs associated with this item. Any additional costs as a result of future conditions will be submitted separately from this item, once any costs have been properly defined and calculated.

## Attachments:

- 1. December 15, 2020 BCC Agenda Item 3H-1 (R-2020-1866)
- 2. Fifth Amendment to Agreement for Art Services
- 3. Change Order to Contract for Construction Management at Risk Services

Recommended By: ZE	m Dami 1. ayal allos	1/29/21	
J	Department Director	Date	
Approved By:	Bake	2/10/21	
	County Administrator	Date	

## II. FISCAL IMPACT ANALYSIS

## A. Five Year Summary of Fiscal Impact:

Fiscal Years	202	21	2022	2023	2024	2025
Capital Expenditures	<u>0</u>					
<b>Operating Costs</b>						
External Revenues						
<b>Program Income (County)</b>						
In-Kind Match (County)						
NET FISCAL IMPACT	_0					
# ADDITIONAL FTE POSITIONS (Cumulative)	_0		,			
Is Item Included in Curren	t Budget:	Yes		lo		
Does this item include use o	of federal fund	s? Yes	N	lo		
Budget Account No:	Fund	Dept	τ	Jnit	Object	

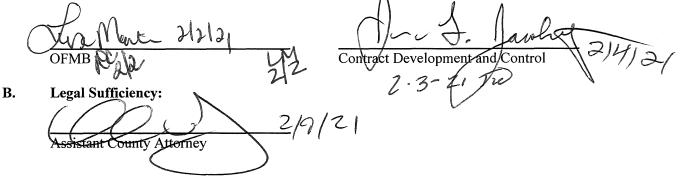
B. Recommended Sources of Funds/Summary of Fiscal Impact:

This item has no fiscal impact.

## C. Departmental Fiscal Review:

**III. <u>REVIEW COMMENTS</u>** 

A. OFMB Fiscal and/or Contract Development Comments:



C. Other Department Review:

## Department Director

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

BO	Agenda Item #: 341 PALM BEACH COUNTY ARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY R-2020-1866
Meeting Date: December 15, 2020	[X] Consent [] Regular [] Ordinance[] Public Hearing

## I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Fourth Amendment to Agreement (R-2017-1895) for Art Services for the Palm Beach County Convention Center Courtyard Public Art Project (Agreement) with Susan Narduli of Narduli Studio (Artist) to extend the Agreement an additional 90 days to March 31, 2021, modify the scope of services and increase the fixed fee in the amount of \$15,200 for additional services.

Summary: On December 19, 2017, the Board of County Commissioners (Board) approved the Agreement in the amount of \$454,000 for the design, permitting, fabrication and installation of "Light Play" sculptural screens for the Palm Beach County Convention Center Courtyard. Regulatory review of the construction drawings by the City of West Palm Beach Construction Services Department resulted in a requirement for two additional gates (to provide for life safety ingress and egress), which were incorporated into the approval of the First Amendment to the contract. Said amendment not only provided for the design, permitting, fabrication and installation of the two additional gates but also artist oversight of the entire Courtyard design and construction phases. The Second Amendment to the contract provided for a net deduction of the total contract price resulting from modifications to the project's design and scope of work. The Third Amendment to the contract provided for a time extension to complete security design and engineering work and to ensure adequate coordination with Convention Center facility rental bookings. The following table reflects the contract history.

Contract	Resolution No.	BCC Approval	Agreement / Amendment Amount	Agreement / Amendment Duration
Original	R2017-1895	12/19/17	\$454,000	155 days
Amendment #1	R2018-0255	3/13/18	Add \$330,600	Add 275 days
Amendment #2	R2018-1991	12/18/18	Deduct \$4,625	Add 456 days
Amendment #3	R2019-1759	11/19/19	\$0	Add 397 days

This Fourth Amendment includes additional changes to the schedule of work, services provided and an increase of the fixed fee for services to reach project completion. Based upon current construction and sculptural screen fabrication status, Courtyard construction is anticipated to achieve Substantial Completion in late January 2021. Whereas the Third Amendment establishes a December 31, 2020 completion date for all services, an extension to March 31, 2021 is necessary to accomplish project closeout. In addition, a \$10,200 increase to the fixed fee is necessary due to the additional Artist time as well as design services required due to field conditions encountered during the construction process. Also during construction it was determined to be most appropriate for the Artist rather than the Construction Manager to be responsible for various footer anchoring hardware in the amount of \$5,000, which will be deducted from the Construction Manager's budget resulting in no net cost impact to the overall project budget. Thus, this Fourth Amendment increases the Artist's agreement to \$795,175. Funding for the Courtyard art project is from the \$68M Rev Bond AC2/Convention Center Parking Garage. (FDO ADMIN) District 7/Countywide (MWJ)

Background & Justification: Construction of the Convention Center Courtyard remains actively in progress. Upon installation of supportive infrastructure for the sculptural screen and peripheral access gates, field conditions were found to vary slightly from the original design. Due to the level of specificity involved with these project elements, a degree of redesign is required for full coordination. Additionally, the Artist's fabricator has experienced quality control issues during fabrication of the sculptural screen elements, thus the Artist has rejected certain pieces not meeting the standards and expectations for this highly visual location and mass assembly facility. This Fourth Amendment supports changes to the schedule of work and an increase of the fixed fee to adequately respond to current conditions and time to achieve final completion of the project.

Courtyard project funds are available from proceeds of the bond issuance for the related Convention Center Garage. The additional \$10,200 in project funding related to this Fourth Amendment will be applied in full to the project contingency, such that the total construction cost would remain within the original budget established for the project and Convention Center Garage.

Date

#### Attachments:

2.	November 19, 2019 BCC Agenda Item 3H-5 (R-2019-1759) Fourth Amendment to Agreement for Art Services	
3.	BAS	
Recommended	By: <u>REMISAMI 1. Mat Cellas</u> Department Director	12/09/20
	Department Director	Date 12/9/2020
Approved By:	Maker	

**County Administrator** 

## II. FISCAL IMPACT ANALYSIS

A. I	ive Year Summary of Fiscal I	mpact:				
Fiscal Y	<sup>7</sup> ears	2021	2022	2023	2024	2025
Operati Externa Program	Expenditures ng Costs Il Revenues n Income (County) I Match (County)	<u>15,200</u>				
NET FI	SCAL IMPACT	15,200				an <u>ero analan</u> anyona
	TIONAL FTE ONS (Cumulative)	<u>0</u>				
	Included in Current Budget: is item include use of federal f	Yes unds? Yes	Concernant Concernant Concernant	No No		
Budget	Account No: Fund 307	'6 Dep	t 411	Unit B572	Object 6502	
B. F	tecommended Sources of Fund	ls/Summary of	f Fiscal Impact:			
<b>C.</b> I	Pepartmental Fiscal Review:	Kani	hen			
		ÍII. <u>REVI</u>	EW COMMEN	ITS		
A. 0	DFMB Fiscal and/or Contract		A: J Contract Devel	Ausbeut	<u>   </u> _4/=	1.30
(	Assistant County Attorney	12/2/2		24-20 Tw	, <b>v</b>	
C. (	Other Department Review:					
Ē	Department Director					
1	`his summary is not to be used	as a basis for	payment.			

Agenda Item #: 3H-.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: November 19, 2019 [X] Consent [ ] Regular [ ] Ordinance[ ] Public Hearing

## Department: Facilities Development & Operations

## I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Third Amendment to Agreement (R2017-1895) for Art Services for the Palm Beach County Convention Center Courtyard Public Art Project (Agreement) with Susan Narduli of Narduli Studio to extend the Agreement an additional 397 days to December 31, 2020.

Summary: On December 19, 2017, the Board approved the Agreement in the amount of \$454,000 for the design, permitting, fabrication and installation of "Light Play" sculptural screens for the Palm Beach County Convention Center Courtyard. The following table reflects the contract history.

Contract	Resolution No.	BCC Approval	Agreement / Am Amount	0	nent
Original	R2017-1895	12/19/17	\$454,00		1
Amendment #1	R2018-0255	3/13/18	Add \$340,600	0 Add 275 days	1
Amendment #2	R2018-1991	12/18/18	Deduct \$4,625	Add 456 days	

This Third Amendment supports ongoing design and engineering work to structurally reinforce the sculptural screen for increased perimeter security. To remain coordinated with Convention Center facility rental bookings, Courtyard construction has been changed to June-September 2020, thus a 397-day extension to the Agreement is required to fully complete the project construction and administration by end of year 2020. There is no additional cost associated with this Third Amendment. Funding for the Courtyard art project is from the \$68M Rev Bond AC2/Convention Center Parking. Garage. Following the completion of the professional design phase, a separate construction contract will be presented to the BCC for approval. (FDO ADMIN) <u>District 7/Countywide</u> (MJ)

Background & Justification: In Fall 2018, while in the Courtyard's design development phase, the Tourist Development Council Board of Directors directed the design team to incorporate perimeter bollards into the Courtyard's design. Over the course of the following six and a half (6.5) months, the Artist, design team and Convention Center staff proceeded to determine bollard specifications and scope of their installation, and evaluate the feasibility of re-designing, re-engineering and fabricating the sculptural screen to integrate bollards. This Third Amendment provides 397 additional days to Artist schedule to accommodate the Convention Center's event bookings and to close out the project after construction completion. In coordination with Convention Center management, Courtyard construction must occur between June 26 and September 27, 2020.

Courtyard project funds are available from proceeds of the bond issuance for the related Convention Center Garage, and the total construction cost would remain within the original budget established for the Convention Center Garage.

#### Attachments:

1.

Third Amendment to Agreement for Art Services December 18, 2018 BCC Agenda Item 3H-3 (R-2018-1991) 2.

Homen when 10/24/19 Recommended By: ZEN Department Director

Approved By:

I.	FISCAL	IMPACT	ANALYSIS

		II. <u>FISCA</u>	L IMPACT A	NALYSIS		
<b>A.</b>	Five Year Summary of	Fiscal Impact:				
Fiscal `	Years	2020	2021	2022	2023	2024
Operat Extern Progra	l Expenditures ting Costs al Revenues m Income (County) d Match (County)					
NET F	ISCAL IMPACT					
	ITIONAL FTE IONS (Cumulative)	0				
	1 Included in Current B 1is item include use of fo			No No		
Budget	Account No: F	iund 3076 Di	ept 41	Unit B572	_ Object (	150Z
<b>B.</b> 1	Recommended Sources	of Funds/Summary	of Fiscal Imp	ict:		
	This item has no fiscal in	npact.				
<b>C.</b>	Departmental Fiscal Re	view: <u>Zht Ez</u>	: Trille	la		
		Ш. <u>RE</u>	VIEW COMM	<u>ENTS</u>		
Α.	OFMB Fiscal and/or Co	ontract Developmen	t Comments:	٨	_	
В.	OFMB ALLAY Legal Sufficiency:	alanin Hila	Contract De	c J. Jack velopping and Co 10/20/19/74	facily	0530519
	Assistant County Attorne		19			
C.	Other Department Rev	iew:				
	Department Director					
	This summary is not to	be used as a basis fo	)r payment.			

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## THIRD AMENDMENT TO AGREEMENT FOR ART SERVICES

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

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

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

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

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

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

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

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IN WITNESS WHEREOF. this Third Amendment has been fully executed on behalf of the parties hereto by its duly authorized representatives, as of the date first written above. R 2019 1759

COUNTY	NOV 1 9 2019
ATTEST: SHARON R. BOCK	NOV 1 9 2019 PALM BEACH COUNTY, FLORIDA, BY ITS
Clerk & Comptroller	BOARD OF COUNTY COMMISSIONERS
By ANAL HAUM Deputy Clerk	By:
APPROVED AS TO FORM	APPROVED AS TO TERMS AND CONDITIONS
AND LEGAT SUFFICIENCY By County Attorney	By: Zer An Min Worf Director of Facilities Development & Operations
ARTIST: (Artist's signature)	Witness (signature)
Susan Narduli (Artist's name print)	<u>Vivek Sai</u> Witness (print)

## Exhibit 4 Schedule

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

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#### Agenda Item #: 344-33 PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY R-2018 - 991 Meeting Date: December 18, 2018 [X] Consent [ ] Regular [] Ordinance [] Fublic Hearing Department: Facilities Development & Operations

#### I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Second Amendment to Agreement for Art Services (R2017-1895) with Susan Narduli of Narduli Studio to decrease the fixed fee amount by \$4,625 and extend the contract duration by an additional 456 days to November 30, 2019 for the Palm Beach County Convention Center Courtyard.

duration by an additional 456 days to November 30, 2019 for the Palm Beach County Convention Center Countyard. Summary: On December 19, 2017, the Board approved an Agreement for Art Services with Susan Narduli (Artist) of Narduli Studie in the amount of \$454,000 for the design, permitting, fabrication and installation of "Light Flay" (sculptrati sortems artwork) for the Falm Beach County Convention Center Countyard. On March 13, 2018 the Board approved the first amendment to the Artist's contract (R2018-0255) adding \$340,600, plus an extension of 275 days to oversee the programming and design of the entire Courtyard project to use the artwork as the vehicle for converting the Courtyard into a unique centable verse. Through the design development process, Convention Center staff determined that additional improvements were necessary to support the specific operations, functionality and circulation requirements of the new venue adding design scope in the amount of \$75,375. In addition, it was also determined to be most efficient and effective for the project's Construction Manager to install all footers, including those currently in the Artist's contract. Thus, this Second Amendment includes an \$80,000 reduction to the Artist construction has been rescheduled to June-Soptember 2019 (as opposed to 2018), thus a 456 day extension to the Artist construction has been rescheduled to June-Soptember 2019 (as opposed to 2018), thus a 456 day extension to the Artist contract is required. Funding for this Courtyard and project is from the \$650M Rev Bond AC2/Convention Center Parking Garage, Following the completion of the Artist's design, a separate construction contract will be presented to the BCC for epproval. (EDO ADMIN) <u>District 7/Count's design</u>, a topatae construction contract will be presented to the BCC for epproval. (BDO ADMIN) <u>District 7/Count's design</u>, a parate construction contract will

Background & Justification: In Fall 2018, while in the Courtyard's design development phase, it was determined that genes at the east and west entrance/exits and lighting in the Food Service area were necessary to provide a functional staging area to support facility rental catering. The total cost to design lighting for Food Service mea, plus design, engineer, permit, fubricate and install the two gates is \$29,375. In addition, the Artist is being tasked with redesigning a sculptural screen in order to limit public access into the Courtyard through the sories, which runs parallel to Okoechobes Boulevard. The total cost for the Artist to provide additional design, engineering, materials, fabrication and screen installation to improve Convention Center circulation and operations is \$46,000. These additional Artist services total \$75,375, which is included within this proposed Second Amendment along with a deduction of Artist responsibility for footers to support the screens and gates at a cost of \$80,000. This Second Amendment provides for a \$4,625 reduction in the fixed fisc and \$45 additional days to Artist schedule to accommodate the Convention Center's event bookings and to close out the project after construction completion. In coordination with Convention Center Management, Courtyard construction must occur June-September 2019.

Courtyard project funds are available from proceeds of the bond issuance for the related Convention Center Garage, and the total construction cost including these required additions would remain within the original budget established for the Convention Center Garage.

Attachments:

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Budget Availability Statement
Second Amendment to Agreement for Art Services

Recommended By: 200	HANN, WE-F	11/24/19 Date
Approved By:	ilibare	12/6/18
	County Administrator	Date

## IL FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fisca	Impact:				
Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditares Operating Costs External Reveaues Program Income (County) In-Kind Match (County)	(\$4,625)				
NET FISCAL IMPACT	(\$4,625)				
# ADDITIONAL FTE POSITIONS (Cumulative)		<u></u>			
Is liem Included in Current Budge Does this liem Include Use of Fede		x	No No X		
Budget Account No: Fund	<u>3076</u> Dep Program	t <u>411</u>	Unit <u>B572</u>	Object	6502

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

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

Departmental Fiscal Review. C, IIL REVIEW COMMENTS

Legal Kitterery: (12/6/18 Alise (Junty Attorney) Legal Kitterery: (12/6/18 B.

A.

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Department Director

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

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Other Department Review: С.

REQUESTD	ALLS 11/2//201		QUESTED		Circula	PHONE: 233-0253	
PROJECT TI	ILE: Conventi	on Center Co	un, and (Li.	ht Plan project,			
ORIGINAL	NONTRACT AM	Same as CIP o		рпсавњ)		IST PLANNING NO.: NA	L
	DAMOUNT: \$ {		,000			BCC RESOLUTION#: N	A.
	NGE ORDER N		and Amend	len om f		DATE: N/A	
	650 Okeechobe						
	UMBER: NA	,					
DESCRIPTIO	ON OF WORK/S	ERVICE LO	CATION: P	rofessional arti	st services		
	.O. NUMBER: N						
	NT/CONTRACT						
CONSULTA	A BRIEF STA NT/CONTRACI ion by an additic	OR: Decrea	se of fixed	SCOPE OF 1 foe amount (re	SERVICES spansive to 1	TO BE PROVIDED BY change in scope) and exte	Y TH nsion (
PRO STAL EQU	STRUCTION FESSIONAL SE FF COSTS* IP. / SUPPLIES TINGENCY TOTAL	2 2 2	(4,625) (4,625)				
by FD&O, Un costs of \$250,0	itess there is a cho 100 or greater, sta	nge in the scor ff charges will	or of work, re be billed as	o additional staff actual and recon	charges will a ciled at the st	will be charged upon receipt of be billed. If this BAS is for con el of the project. If the project in project completion.	atructio
						rder in which / unds are to b	e used
FUND:	3076	DEPT:	411	UNIT:	B572	OBJ: 6502	
				🗋 Impact Fe	co, (1 moun		
Cother (con Department: BAS APPRO	rootype: Bar	5-		·	AT	DATE 1/27/8 TACHME	 
pother (sou Department: BAS APPRO	ved by:	Amount		·	AT	date <u>187/8</u> TACHME	 N
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pother (sou Department: BAS APPRO	IVED BY:	Amount		·			 N`

## 2018 1991 SECOND AMENDMENT TO AGREEMENT FOR ART SERVICES

DEC 1 8 2018

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

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

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

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

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

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

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

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

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

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ATTEST: SHARON R. POCK PAL Clerk & Comptroller PAL By CONTENDED TY Debuty Clerk	BEACH COUNTY, FLORIDA, BY ITS BEACH COUNTY, FLORIDA, BY ITS BEACH OF COUNTY COMMISSIONERS Mack Bernard, Mayor
APPROVED AS TO FORM	APPROVED AS TO TERMS AND CONDITIONS
By: County Attorney	By: ZEAL HALL AND F Director of Facilities Development & Operations
ARTIST:	
(Artist's signature)	Witness (signature)
(Artist's name print)	Witness (print)

#### ATTACHMENT A

#### Exhibit I Artist Proposal

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

#### Service Area:

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

#### Reinforced Sculptural Screens:

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

#### **Credited Services:**

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

#### ASSUMPTIONS

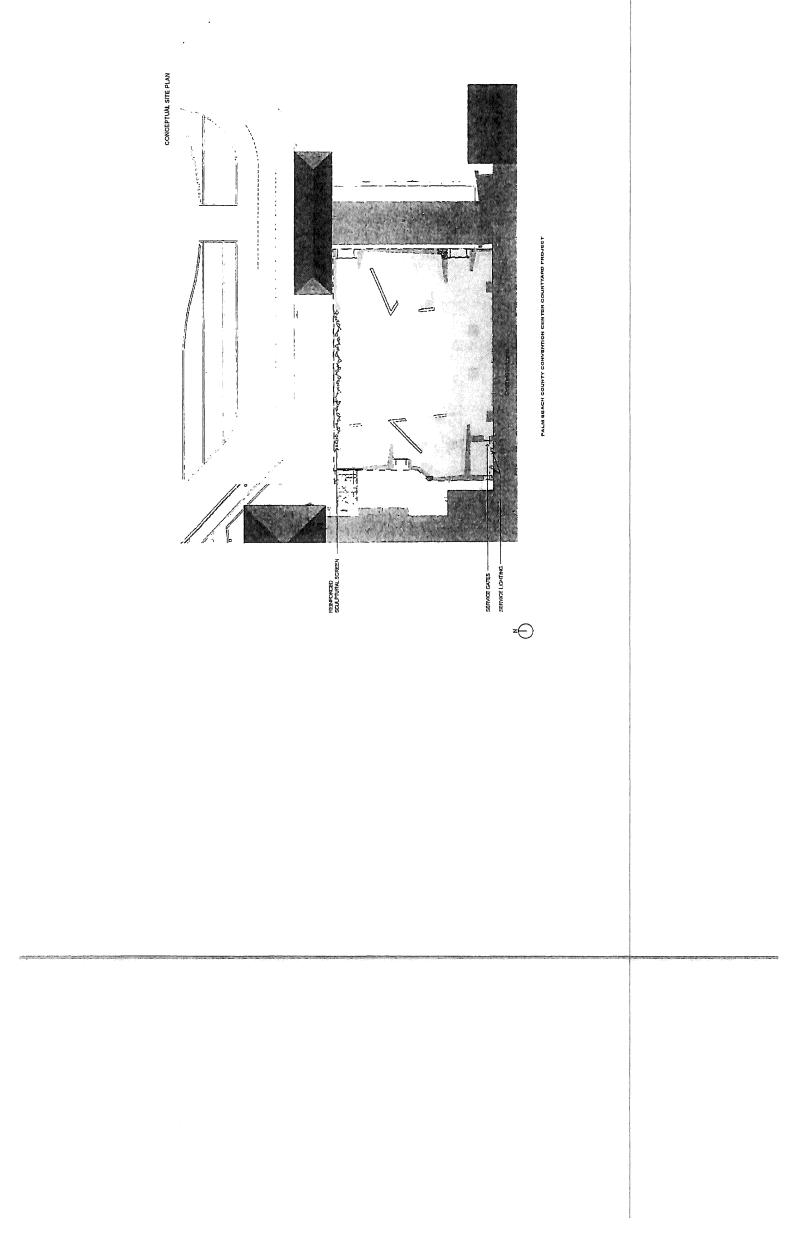
Any additional work beyond that outlined in this proposal will be considered outside of the scope of this agreement and will be considered Additional Services to be billed hourly or under a separate agreement.

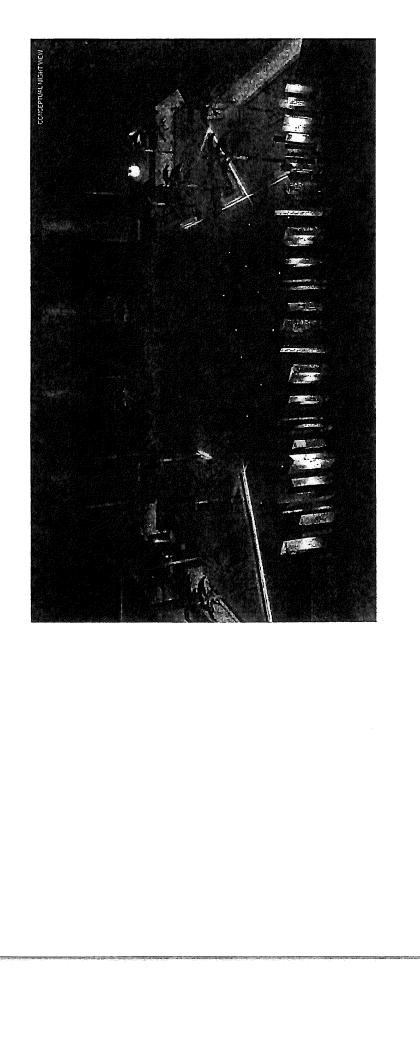
County shall provide NS with existing conditions documentation and other information that records the physical conditions of the site and existing structures and will compile Project Base Drawing Set input to office standards (AutoCAD) depicting the complete physical characteristics of the site and existing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

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

All Life Safety and automated Security Systems design and installation is by others. County / Architect shall confirm location, size and adequacy of utilities serving the site as well as critical dimensions through field measurements as required.

Architect shall provide egress and code-related requirements to NS to facilitate development of the design. The Architect shall be responsible for all interface, submittals and code compliance guidance relative to regulatory agencies having jurisdiction over the Courtyard project.





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## Exhibit 3 Budget

SCREEN / EGRESS GATES	
Design Development	\$10,000.00
Construction Documents	\$14,000.00
CAD, Engineering /Permitting	\$25,000.00
Shop Drawings Coordination	\$3,000.00
Screen and Gate Materials	\$75,000.00
Screen and Gate Fabrication	\$40,500.00
Light Fixtures & Controls	\$85,200.00
Light Installation	\$50,000.00
Screen and Gate Installation	\$60,900.00
Artist Fee	\$45,400.00
Lighting Consultant	\$20,000.00
Construction Oversight/Proj. Mgmt	\$10,000.00
Insurance	\$5,000.00
Engineering Screen/Gates Foundation	\$10,000.00
Engineering for additional Gates	\$5,000.00
Materials for additional Gates	\$55,000.00
Lighting for Additional Gates	\$24,600.00
Fabricate Additional Gates	\$30,000.00
Permit for Additional Gates	\$6,500.00
Installation of Additional Gates	\$20,000.00
Lighting Installation - Additional Gates	\$10,000.00
COURTYARD DESIGN	
Concept/ Schematic Design	\$10,000.00
Design Development	\$10,000.00
Construction Documents	\$5,000.00
Shop Drawing Review / Detailing	\$2,000.00
CAD Drawings including Elevations	\$5,500.00
Artist Fee	\$45,000.00
Lighting Consultants	\$10,000.00
Construction Oversight/Proj. Mgmt	\$10,000.00
Insurance	\$2,000.00
SERVICE GATES	<b>1</b> 2 500 50
Design	\$2,500.00
CAD & Shop Drawings	\$1,000.00
Permit	\$1,500.00
Engineering	\$1,125.00
Materials	\$11,250.00

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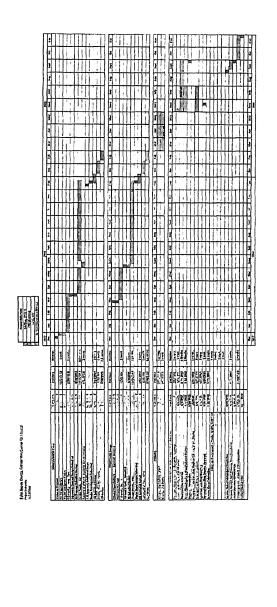
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Fabrication	\$5,000.00
Installation	\$5,000.00
SERVICE GATES LIGHTING	
Design and Specifications	\$2,000.00
SCULPTURAL SCREEN	
REINFORCEMENT	
Screen Design	\$12,000.00
Courtyard Design	\$3,500.00
Engineering	\$12,500.00
Materials	\$10,000.00
Fabrication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

ATTACHMENT C

Exhibit 4 Schedule



## ATTACHMENT D

## Exhibit 5 Materials

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

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

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

## FOURTH AMENDMENT TO AGREEMENT FOR ART SERVICES

DEC 1 5 2020

THIS FOURTH AMENDMENT is made and entered this 15th day of December, 2020, by and between Palm Beach County, a political subdivision of the State of Florida ("COUNTY) and Susan Narduli ("ARTIST").

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

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

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

WHEREAS, the COUNTY and ARTIST entered into a Third Amendment to the Agreement on November 19, 2019 (the "Second Amendment") to change the scope of services, increase the contract amount, and extend the contract duration; and

WHEREAS, the COUNTY and ARTIST desire to amend the Agreement to incorporate additional changes to the schedule of work and increase in the fixed fee for redesign services due to field conditions and fabrication complications;

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

- 1. The foregoing recitals are true and correct and are incorporated herein by this reference.
- 2. Exhibit 1 (Schedule), as set forth in Attachment A to the Second Amendment is replaced in its entirety with Attachment A to this Fourth Amendment.
- 3. Exhibit 2 (Budget), as set forth in Attachment B to the Second Amendment is replaced in its entirety with Attachment B to this Fourth Amendment.
- 4. All other terms and conditions of the Agreement dated December 19, 2017, as modified by the First Amendment dated March 13, 2018, the Second Amendment dated December 18, 2018, and the Third Amendment dated November 19, 2019 shall remain the same.

## THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

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

R202 866 DEC 1 5 2020 COUNTY ATTEST: SHARON R BOCK PALM BEACH COUNTY, FLORIDA, BY ITS Clerk & Comptroller BOARD OF COUNTY COMMISSIONERS l By: BOR Mayor Dave Kerner Deputy Clerk Robert S. Weinroth Vice Mayor 161. APPROVED AS TO FORM APPROVED AS TO TERMS AND CONDITION\$ AND LEGAL SUFFICIE Sepon D By: ZEW By: County Attorney Director of Facilities Development & Operations

ARTIST:

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Artist's (signature)

Susan Narduli (Artist's name print) Witness (signature)

<u>Victor Mustafa</u> Witness (print)

## Exhibit 1 Schedule

ACTIVITY	START DATE	END DATE	DURATION
Notice to Proceed - Screens/Gates	12/19/2017		
Preliminary Design - Screens/Gates	12/19/2017	12/29/2017	1 Week
Schematic Design - Screens/Gates	01/01/2018	09/21/2018	9 Months
Schematic Design Submittal & Review - Screens/Gates	09/21/2018		
Notice to Proceed - Courtyard	03/14/2018		
Schematic Design - Courtyard	03/15/2018	09/26/2018	6 Months
Schematic Design Submittal - Courtyard	09/26/2018		
Design Development	09/22/2018	04/05/2019	6.5 Months
Design Development Submittal	04/05/2019		
Construction Documentation	04/06/2019	03/02/2020	11 Months
95% Construction Documentation Submittal	10/04/2019		
Submittal for Permit	10/23/2019		
Permitting - Review, Comments and Updates	10/23/2019	02/03/2020	3.5 Months
Receive Permit	02/03/2020		
100% Construction Documentation Submittal	03/02/2020		
Preparation of Shop Drawings and Lighting Submittals	03/02/2020	08/21/2020	6 Months
County Review/Approval of Shop Drawings and Lighting	03/09/2020	09/09/2020	6 Months
Procure Lighting	03/30/2020	08/31/2020	5 Months
Fabrication of Sculptural Screen and Gates	09/07/2020	12/31/2020	4 Months
Fabrication of Dichroic Glass	09/07/2020	01/29/2021	6 Months
Construction Administration	06/26/2020	02/12/2021	7.5 Months
Installation of Screen/Gates Sculptures with Lighting Fixtures	12/07/2020	01/19/2021	6 Weeks
Substantial Completion	01/22/2021		
Installation of Dichroic Glass	02/08/2021	02/08/2021	1 Day
Project Closeout	02/09/2021	03/31/2021	8 weeks

## Exhibit 2 Budget

10,000.00
14,000.00
25,000.00
\$3,000.00
75,000.00
10,500.00
35,200.00
50,000.00
50,900.00
45,400.00
20,000.00
10,000.00
\$5,000.00
10,000.00
\$5,000.00
55,000.00
24,600.00
30,000.00
\$6,500.00
20,000.00
10,000.00
10,000.00
10,000.00
\$5,000.00
\$2,000.00
\$5,500.00
45,000.00
10,000.00
10,000.00
\$2,000.00
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\$2,500.00
\$1,000.00
\$1,500.00
\$1,125.00

Fabrication	\$5,000.00
Installation	\$5,000.00
SERVICE GATES LIGHTING	
Design and Specifications	\$2,000.00
SCULPTURAL SCREEN REINFORCEMENT	
Screen Design	\$12,000.00
Courtyard Design	\$3,500.00
Engineering	\$12,500.00
Materials	\$10,000.00
Fabrication	\$5,000.00
Installation	\$3,000.00
FIELD CONDITIONS REDESIGN	
Screen Layout	\$2,500.00
Gate Posts	\$4,700.00
Planter Walls	\$3,000.00
Footers	\$5,000.00
TOTAL	\$795,175.00

## FIFTH AMENDMENT TO AGREEMENT FOR ART SERVICES

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THIS FIFTH AMENDMENT is made and entered this **9th** day of **March**, **2021**, by and between Palm Beach County, a political subdivision of the State of Florida ("COUNTY) and Susan Narduli ("ARTIST").

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

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

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

WHEREAS, the COUNTY and ARTIST entered into a Third Amendment to the Agreement on November 19, 2019 (the "Third Amendment") to change the scope of services, increase the contract amount, and extend the contract duration; and

WHEREAS, the COUNTY and ARTIST entered into a Fourth Amendment to the Agreement on December 15, 2020 (the "Fourth Amendment") to change the scope of services, increase the contract amount, and extend the contract duration; and

WHEREAS, the COUNTY and ARTIST desire to amend the Agreement to incorporate additional changes to the schedule of work due to field conditions and fabrication complications;

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

- 1. The foregoing recitals are true and correct and are incorporated herein by this reference.
- 2. Exhibit 1 (Schedule), as set forth in Attachment A to the Fourth Amendment is replaced in its entirety with Attachment A to this Fifth Amendment.
- 3. The Agreement is hereby modified to add the following:

Section 11.18 E-Verify – Employment Eligibility

Artist warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. Artist shall: (1) register with and use the E-

## Page 1 of 4

Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Artist's subcontractors performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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

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

If County has a good faith belief that Artist's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, County shall notify Artist to terminate its contract with the subcontractor and Artist shall immediately terminate its contract with the subcontractor.

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

4. All other terms and conditions of the Agreement dated December 19, 2017, as modified by the First Amendment dated March 13, 2018, the Second Amendment dated December 18, 2018, the Third Amendment dated November 19, 2019, and the Fourth Amendment dated December 15, 2020, shall remain the same.

THE REMAINDER OF THIS PAGE IS LEFT BLANK

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

## COUNTY

ATTEST: SHARON R. BOCK Clerk & Comptroller

By:\_\_\_\_\_

Deputy Clerk

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

By:\_\_\_\_\_ Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: County Attorney

ARTIST:

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Artist's (signature)

Susan Narduli (Artist's name print) APPROVED AS TO TERMS AND CONDITIONS

barri 1. and By: <u>Rem</u> Director of Facilities Development/& Operations

Witness (signature)

Victor Mustafa Witness (print)

Page 3 of 4

## Exhibit 1 Schedule

ACTIVITY	START DATE	END DATE	DURATION
Notice to Proceed - Screens/Gates	12/19/2017		
Preliminary Design - Screens/Gates	12/19/2017	12/29/2017	1 Week
Schematic Design - Screens/Gates	01/01/2018	09/21/2018	9 Months
Schematic Design Submittal & Review - Screens/Gates	09/21/2018		
Notice to Proceed - Courtyard	03/14/2018		
Schematic Design - Courtyard	03/15/2018	09/26/2018	6 Months
Schematic Design Submittal - Courtyard	09/26/2018		
Design Development	09/22/2018	04/05/2019	6.5 Months
Design Development Submittal	04/05/2019		
Construction Documentation	04/06/2019	03/02/2020	11 Months
95% Construction Documentation Submittal	10/04/2019		
Submittal for Permit	10/23/2019		
Permitting - Review, Comments and Updates	10/23/2019	02/03/2020	3.5 Months
Receive Permit	02/03/2020		····
100% Construction Documentation Submittal	03/02/2020		
Preparation of Shop Drawings and Lighting Submittals	03/02/2020	08/21/2020	6 Months
County Review/Approval of Shop Drawings and Lighting	03/09/2020	09/09/2020	6 Months
Procure Lighting	03/30/2020	08/31/2020	5 Months
Phased Fabrication of Sculptural Screen and Gates	09/07/2020	05/24/2021	9 Months
Fabrication of Dichroic Glass	09/07/2020	01/29/2021	6 Months
Construction Administration	06/26/2020	06/30/2021	12 Months
Installation of Screen Sculptures with Lighting Fixtures	05/03/2021	05/24/2021	3 Weeks
Installation of Gate Sculptures with Lighting Fixtures	05/24/2021	06/14/2021	3 Weeks
Substantial Completion	06/30/2021		
Project Closeout	07/01/2021	07/30/2021	4 Weeks

Page 4 of 4

## CHANGE ORDER BRIEF CONVENTION CENTER SKYROOM (COURTYARD) PROJECT PROJECT NO. 17221 JANUARY 27, 2021 ANNUAL CM CONTRACT R2016-0762 – AMENDMENT #20 (R2020-0762)

		Prime Contractor Robling Architecture Construction, Inc.
		Change Order No 02
		Change Order Amount\$0.00
		Changed Contract Time 191 calendar days
Des	cription of Constr	uction Change Proposals (CCPs):
1.	CCP #09:	Extend contract term from December 21, 2020 to June 30, 2021 (Total add of

191 Days) ......\$0.00

Reason for Change and Code:

1. CCP #09: (O) Construction of the Convention Center Courtyard is nearing completion. However, the Artist's fabricator has had to repeatedly reduce hours of operation. and staffing levels in response to the coronavirus pandemic. With limited production and staff, production of sculptural screens and gates has been delayed. To account for the time impacts of this circumstance beyond the control of the Artist and Contractor (Robling), an extension of time is being requested to both Contracts as all improvements are permitted and will be inspected as a single project.

Reason-for-change codes

D = Differing Site Conditions

E = Errors/Omissions in Design O = Owner-Initiated Q = Quantity Adjustments R = Request by another Agency/Outside Party X = Other (Specify: ) Z = Zoning/Code/Ordinance Change

Estimated premium value of errors/omissions for this change order: \$0.00

SUBMITTED: 1/27/2021

Clark Woods, Project Manager Capital Improvements Division

Date

If applicable: API applicable to original contract: 20% SBE Participation Original SBE participation for this Project: 56.67% SBE participation for this Change Order: 0% Revised SBE participation for Project after adjusted for Change Order: 58.10%

Form Rev 10/29/19

#### CHANGE ORDER HISTORY CONVENTION CENTER SKYROOM (COURTYARD) PROJECT PROJECT #17221

CO #	Description	Date Approved	Amount Approved by Director	Amount Approved by CRC	Amount Approved by BCC	Days Approved by Director	Days Approved by CRC	Days Approved by BCC	Contract/ Change Order Value	Contract Sch 1	%
	Amendment #20	5/5/2020			\$1,217,482.00				\$1,217,482.00	\$689,924.00	56.67%
1	CCP #1 - order furnishings	12/16/2020		\$41,478.00			85		\$41,478.00	\$41,478.00	100.00%
2	CCP #09: Extend Contract Time	Pending						191	\$0.00	\$0.00	0.00%
					·····, · · · · · · · · · · · · · · · ·						
		Totals	\$0.00	\$41,478.00	\$0.00	0	85	191	\$1,258,960.00	\$731,402.00	58.10%
			DIR + CRC DOLLARS TO DATE				TOTAL DAYS DATE				
			\$41,4	78.00		8	5				

ORIGINAL CONTRACT PRICE (Amend #20):	\$1,217,482.00
PREVIOUS CHANGE ORDERS ( 0 - 01 )	\$41,478.00
THIS CHANGE ORDER (02)	
ADJUSTED CONTRACT PRICE	\$1,258,960.00

PALM BEACH COUNTY								
CHANGE ORDER								
ISSUED TO: Robling Architecture Cons			truction, Inc.	CHANGE ORDER NO		02		
	101 Walker Avenue Greenacres, FL 33463			AMENDMENT NO:		20 (R2020-0441)		
PROJECT NAME: Convention Center (Courtyard) Proje				REFERENCE CO	CP NO.:	09		
PROJECT NO.	(Courryard) Proje			<b>RESOLUTION N</b>	NO.:	R2016-0762		
·				DISTRICT NO.:		7		
The completion date, contract price, and all terms, covenants, and conditions of the above referenced contract, except as duly modified by this and previous Change Orders, if any, shall remain in full force and effect.								
DESCRIPTION								
1. CCP #09:	: Exten	d contract term fr	om December	21, 2020 to June 30, 20	021 (Tot	tal Add of 191 days)\$0.00		
CONTRACT P	RICE	, <u>, , , , , , , , , , , , , , , , , , </u>						
Original Contract	t Price:		\$1,217,482.00	Contract Completion D	ite will h	e increased by 191 calendar days		
Previous CO # <u>NA</u>	Previous CO # <u>NA</u> through 01: \$41,478.00				Contract Completion Date will be increased by 191 calendar days. Contract Notice to Proceed Date: 06/24/2020			
	This Change Order No.02:\$0.00ADJUSTED Contract Price:\$1,258,960.00			Contract Substantial Completion Date: <u>12/21/2020</u> ADJUSTED Substantial Completion Date: <u>06/30/2021</u>				
acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the above stated modification(s), including all claims for cumulative delays or disruptions resulting from, caused by, or incident to such modifications(s), and including any claim that the above stated modification(s) constitutes, in whole or part, a cardinal change to the contract. The above changes are accepted:   N/A     Robling Architecture Construction, Inc.   N/A     By:   Date: 16804     Print Name:   Date: 16804			Recommended By: By: By: Title: Project Manager Date://2 By: Title: Director - CID Date: By: Director, FD&O Date: Litle: Director, FD&O Date: Date: Director, FD&O Date: Director, FD&O FD&O Date: Director, FD&O FD&O FD&O FD FD&O FD&O FD&O FD FD&O FD&O FD&O FD FD&O FD&O FD&O FD FD&O FD&O FDO FD FD&O FD&O FD&O FD FD&O FDO FDO FD FD&O FD&O FDO FD FD&O FDO FDO FD FD&O FDO FDO FDO FD FD&O FDO FDO FD FD&O FDO FDO FD FD&O FDO FDO FDO FD FD&O FDO FDO FDO FD FD&O FDO FDO FD FD&O FDO FDO FDO FDO FD FD&O FDO FDO FDO FDO FDO FDO FDO FDO FDO FD					
				- 11-11-11-11-11-11-11-11-11-11-11-11-11				

PALM BE	EACH COUNTY						
CONSTRUCTION CHANGE PROPOSAL (CCP)							
TO: Palm Beach County	CCP NUMBER: 09						
2633 Vista Parkway West Palm Beach, FL 33411	DATE: 01/27/2021						
ATTENTION: Clark Woods	PROJECT NAME:Convention Center SKYroomPROJECT NUMBER:17221						
REFERENCE: Additional Time	CONTRACT NUMBER:						
We propose to accomplish the MODIFICATIONS identified in FIELD BULLETIN FB $\# \frac{N/A}{A}$ and as described herein. Except as modified below, the original contract and all prior amendments shall remain in full force and effect.							
DESCRIPTION:							
Additional time request due to delay in Artwork.							
PROPOSED CONTRACT PRICE CHANGE ( N/A ) \$ 0.00 PROPOSED CONTRACT TIME CHANGE ( INCREASE ) 191 days							
						PROPOSED NEW SUBSTANT	TIAL COMPLETION 06/30/2021 date
							FROM: Robling Architecture Construction, Inc.
							CONTRACTOR
DISTRIBUTION: Harvard Jolly Architecture	SIGNED:						
	DATE: 01/27/2021						

CCP- 09