

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

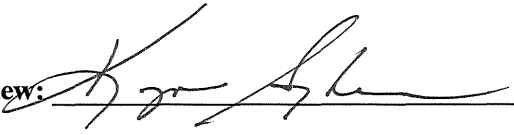
Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	0	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	0	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	0	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes	_____	No	_____	
Does this item include use of federal funds?	Yes	_____	No	_____	

Budget Account No: Fund Dept Unit Object

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

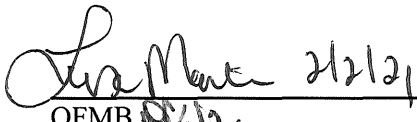

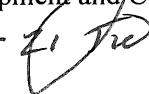
This item has no fiscal impact.

C. Departmental Fiscal Review:

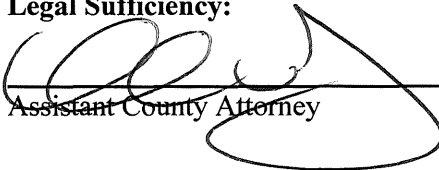


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<p> 2/2/21 OFMB </p>	<p> 2/4/21 Contract Development and Control 2-3-21 </p>
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B. Legal Sufficiency:

 2/9/21
Assistant County Attorney

C. Other Department Review:

Department Director

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

ATTACHMENT 1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Agenda Item #: **3H-1**
RW/GW 70
R-2020-1866

Meeting Date: December 15, 2020

Consent Regular
 Ordinance Public Hearing

Department: **Facilities Development & Operations**

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.

Attachments:

1. November 19, 2019 BCC Agenda Item 3H-5 (R-2019-1759)
2. Fourth Amendment to Agreement for Art Services
3. BAS

Recommended By: *Zen Sami P. Lopez-Collins* *12/09/20*
Department Director Date

Approved By: *[Signature]* *12/9/2020*
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes	<u>X</u>	No	_____	_____
Does this item include use of federal funds?	Yes	_____	No	<u>X</u>	_____

Budget Account No: Fund 3076 Dept 411 Unit B57Z Object 650Z

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

This item has no fiscal impact.

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 10/24/19 *[Signature]* 10/30/19
 OFMB *[Signature]* 10/18/19 Contract Development and Control

B. Legal Sufficiency:

[Signature] 11/4/19
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

THIRD AMENDMENT TO AGREEMENT FOR ART SERVICES

R2019 1759 NOV 19 2019

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

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

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

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

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

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

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

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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.

R2019 1759

NOV 19 2019

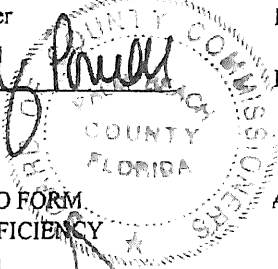
COUNTY

ATTEST: SHARON R. BOCK
Clerk & Comptroller

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

By: *Sharon R. Bock*
Deputy Clerk

By: _____



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: *[Signature]*
County Attorney

By: *Dea Ann May Wolf*
Director of Facilities Development & Operations

ARTIST:

[Signature]
(Artist's signature)

[Signature]
Witness (signature)

Susan Narduli
(Artist's name print)

Vivek Sai
Witness (print)

ATTACHMENT A

*Exhibit 4
Schedule*

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

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

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

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

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

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

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 11/21/18
[Signature] 12/3/18
 Contract Development and Control 12/14/18

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

C. Other Department Review:

 Department Director

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

BUDGET AVAILABILITY STATEMENT

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

PROJECT TITLE: Convention Center Court and Light Plan project
(Same as CIP or IST, if applicable)

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

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

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

LOCATION: 650 Okeechobee Boulevard, West Palm Beach, FL

BUILDING NUMBER: NA

DESCRIPTION OF WORK/SERVICE LOCATION: Professional artist services

PROJECT/W.O. NUMBER: N/A

CONSULTANT/CONTRACTOR: Narduli Studio

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

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

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

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

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

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

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

Department: _____

BAS APPROVED BY: _____ DATE: 11/27/18

ENCUMBRANCE NUMBER: _____

ATTACHMENT 1

2018 1991

SECOND AMENDMENT TO AGREEMENT FOR ART SERVICES

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

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

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

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

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

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

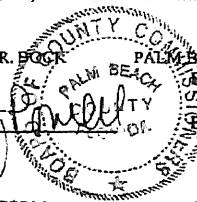
NOW THEREFORE, in accordance with the mutual covenants herein contained, and other good valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and the parties agree as follows:

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

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

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

COUNTY
ATTEST: SHARON R. BOCK, CLERK & COMPTROLLER
PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS



2018 1991
DEC 18 2018

By: [Signature]
Deputy Clerk

By: [Signature]
Mack Bernard, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
County Attorney

By: [Signature]
Director of Facilities Development & Operations

ARTIST:

[Signature]
(Artist's signature)

[Signature]
Witness (signature)

Susan Manduli
(Artist's name print)

Chris Richard
Witness (print)

ATTACHMENT A

Exhibit I
Artist Proposal

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

Service Area:

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

Reinforced Sculptural Screens:

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

Credited Services:

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

ASSUMPTIONS

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

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

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

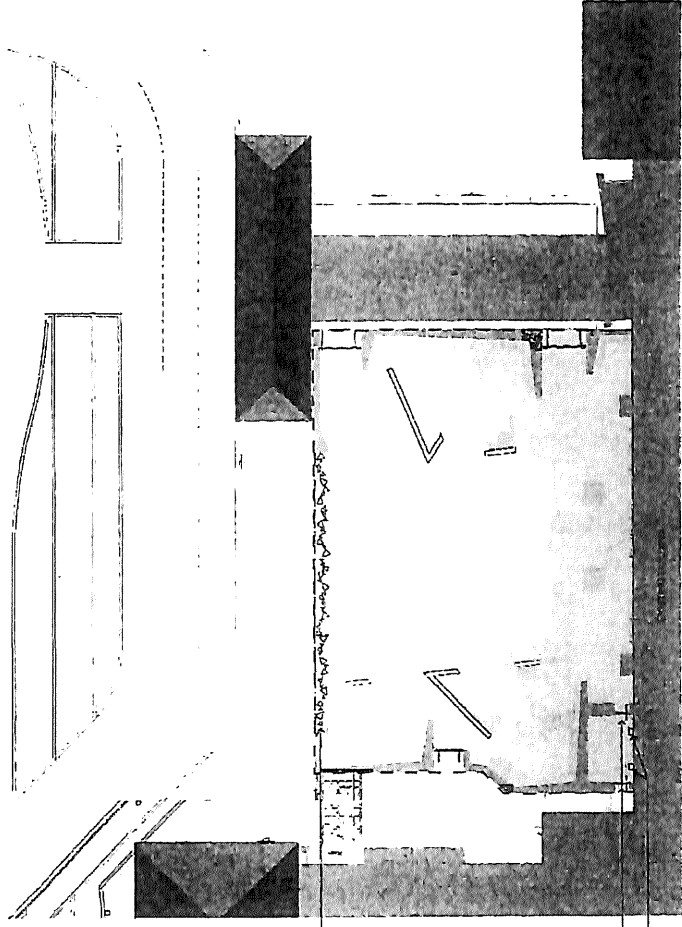
All Life Safety and automated Security Systems design and installation is by others.

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

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

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

CONCEPTUAL SITE PLAN

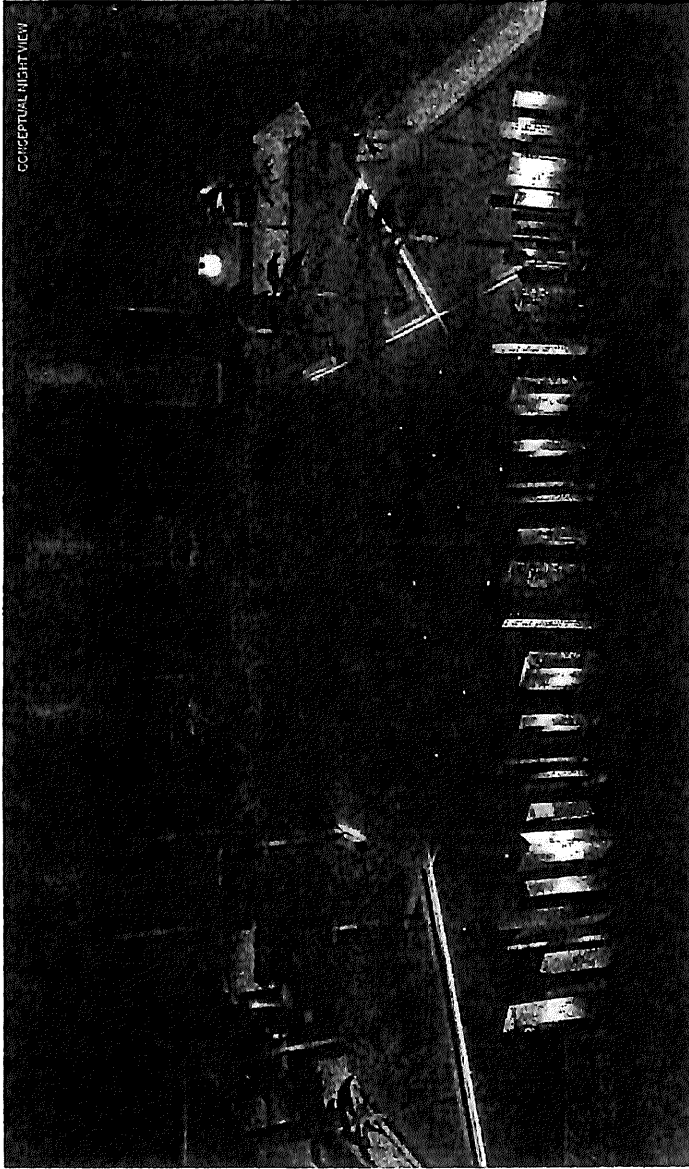


REINFORCED
SCULPTURAL SCREEN

SERVICE GATES
SERVICE LIGHTING



PALM BEACH COUNTY CONVENTION CENTER COURTYARD PROJECT



ATTACHMENT B

*Exhibit 3
Budget*

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

ATTACHMENT 2

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

ATTACHMENT C

Exhibit 4
Schedule

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ATTACHMENT 2

ATTACHMENT D

Exhibit 5
Materials

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

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

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

FOURTH AMENDMENT TO AGREEMENT FOR ART SERVICES

H.2020 1866 DEC 15 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 "Third 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;

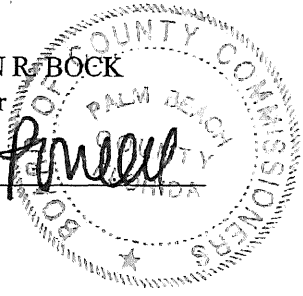
NOW THEREFORE, in accordance with the mutual covenants herein contained, and other good valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and the parties agree as follows:

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.

COUNTY
ATTEST: SHARON R. BOCK
Clerk & Comptroller



R20201866 DEC 15 2020

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

By: [Signature]
Deputy Clerk

By: [Signature]
Mayor **Dave Kerner**
Robert S. Weinroth Vice Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Director of Facilities Development & Operations

ARTIST:

[Signature]

[Signature]

Artist's (signature)

Witness (signature)

Susan Narduli
(Artist's name print)

Victor Mustafa
Witness (print)

ATTACHMENT A

***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

ATTACHMENT B

*Exhibit 2
Budget*

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

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

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-

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

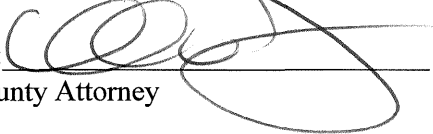
PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

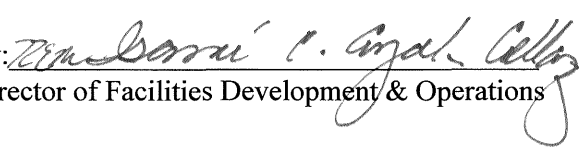
By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: 
County Attorney

By: 
Director of Facilities Development & Operations

ARTIST:



Artist's (signature)

Witness (signature)

Susan Narduli

(Artist's name print)

Victor Mustafa

Witness (print)

ATTACHMENT A

***Exhibit 1
Schedule***

ACTIVITY	START DATE	END DATE	DURATION
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Schematic Design - Courtyard	03/15/2018	09/26/2018	6 Months
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100% Construction Documentation Submittal	03/02/2020		
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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

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

Description of Construction 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.

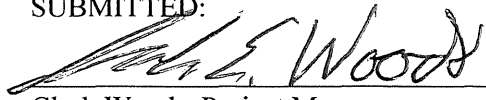
Reason-for-change codes

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:



Clark Woods, Project Manager
Capital Improvements Division

1/27/2021
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%

PALM BEACH COUNTY

CHANGE ORDER

ISSUED TO: Robling Architecture Construction, Inc.
101 Walker Avenue
Greenacres, FL 33463

CHANGE ORDER NO.: 02
AMENDMENT NO: 20 (R2020-0441)

PROJECT NAME: Convention Center Skyroom
(Courtyard) Project

REFERENCE CCP NO.: 09

PROJECT NO. 17221

RESOLUTION 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 OF CHANGE:

- CCP #09: Extend contract term from December 21, 2020 to June 30, 2021 (Total Add of 191 days)\$0.00


CONTRACT PRICE

Original Contract Price:	\$1,217,482.00
Previous CO #NA through 01:	\$41,478.00
This Change Order No. 02:	\$0.00
ADJUSTED Contract Price:	\$1,258,960.00

Contract Completion Date will be increased by 191 calendar days.
Contract Notice to Proceed Date: 06/24/2020
Contract Substantial Completion Date: 12/21/2020
ADJUSTED Substantial Completion Date: 06/30/2021

CONTRACTOR

Execution of this change order 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:

Robling Architecture Construction, Inc.
Contractor
By: 
Print Name: Damon A. Robling
Title: President Date: 1/28/21


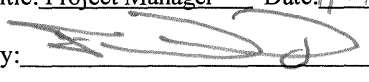

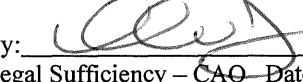
DESIGN PROFESSIONAL

The above changes are recommended for approval by the Owner:

N/A
Design Professional
By: _____
Print Name: _____
Title: _____ Date: _____

PALM BEACH COUNTY

Recommended By:

By: 
Title: Project Manager Date: 1/27/21
By: 
Title: Director - CID Date: 1-29-21
By: 
Title: Director, FD&O Date: 1/29/21
By: 
Legal Sufficiency - CAO Date: 2/19/21
Approved By: _____
By: _____
Title: Mayor, BCC Date: _____

PALM BEACH COUNTY

CONSTRUCTION CHANGE PROPOSAL (CCP)

TO: Palm Beach County
2633 Vista Parkway
West Palm Beach, FL 33411

CCP NUMBER: 09

DATE: 01/27/2021

ATTENTION: Clark Woods

PROJECT NAME: Convention Center SKYroom

PROJECT NUMBER: 17221

REFERENCE: Additional Time

CONTRACT NUMBER:

We propose to accomplish the MODIFICATIONS identified in FIELD BULLETIN FB # N/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 SUBSTANTIAL COMPLETION 06/30/2021 date

FROM: Robling Architecture Construction, Inc.
CONTRACTOR

DISTRIBUTION: Harvard Jolly Architecture

SIGNED: 

DATE: 01/27/2021

CCP- 09