

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$4,000</u>	_____	_____	_____	_____
Operating Revenues	<u>(\$111,660)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$107,660)</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No: Fund 4100 Department 120 Unit 8430/1410
 Resource 4413/4479/3101 Reporting Category _____

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

The fiscal impact is a \$4,000 expense and reimbursement by GSA for the cost of water sampling and testing, plus \$107,659.70 in increased rental to be paid by GSA. Rental rates are adjusted each October 1st, in accordance with the terminal rental rates for non-signatory airlines under the standard form Signatory Airline Agreement (R2019-1155). The Sixth Amendment adjusts the rental rate effective October 1, 2024, from \$74.00 per square foot to \$83.59 per square foot, increasing the Fiscal Year 2025 annual rental by \$107,659.70 from \$852,946.42 to \$960,606.12. The \$111,660 amount for Operating Revenues above represents the total of \$107,659.70 in increased rental plus \$4,000 reimbursement by GSA. Future year rental adjustments cannot be predicted at this time and the fiscal impact, if any, for future adjustment will be presented at that time. The Lease is scheduled to expire October 31, 2027.

C. Departmental Fiscal Review: *Debbie Duncan*

III. REVIEW COMMENTS

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

Lisa M. ... 1/13/2025
 OFMB *AMF* 1/13

Grande ... 1/14/25
 Contract Dev. and Control
 26 1.14.25

B. Legal Sufficiency:

Arnie ... 1-15-25
 Assistant County Attorney

C. Other Department Review:

 Department Director

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 6
LEASE AMENDMENT	TO LEASE NO. GS-04P-LFL00876
ADDRESS OF PREMISES: Palm Beach International Airport 846 Palm Beach International Airport West Palm Beach, FL 33406-1470	

THIS AMENDMENT NO. 6 TO TERMINAL BUILDING LEASE AGREEMENT ("Amendment") is made and entered into between **Palm Beach County** ("County" or "Lessor")

whose address is: 846 Palm Beach International Airport
West Palm Beach, FL 33406-1405

and the **General Services Administration**, an executive agency of the **United States of America**, hereinafter called the "Government" or "Lessee":

WHEREAS, the parties hereto entered into that certain Terminal Building Lease Agreement dated October 22, 2019, (R2019-1616, as amended) (GSA Lease No. GS-04P-LFL00876) (the "Lease"); and

WHEREAS, the parties hereto desire to amend the above Lease, to adjust the rental rates applicable to the Premises, as provided in Section 4.05(A) of the Lease.

NOW THEREFORE, the parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease shall be amended as follows, effective as of October 1, 2024:

I. Section 4.01 of the Lease is deleted in its entirety and replaced with the following Section 4.01:

4.01 Rental, ATO Office Common Area Charge and Maintenance and Repair Expense.

A. Effective October 1, 2024, Government shall pay to County annual rental, payable in equal monthly installments in arrears, at the following annual rates:

	Annual Rental	Section
Shell Rental Rate	\$927,932.28	4.01(B)
Other (ATO Office Common Area Charge)	\$10,471.80	4.01(C)
Operating Costs (Maintenance and Repair Expense)	\$22,202.04	4.01(D)
Total Annual Rental	\$960,606.12	

B. Rental. Rental to be paid by Lessee for the Premises shall be in accordance with the rental rates for Non-Signatory Airlines, as set forth in the Signatory Airline Agreement. Rental rates shall be adjusted in accordance with Section 4.05. Effective October 1, 2024, the annual rental shall be Eighty-Three Dollars and Fifty-Nine Cents (\$83.59) per square foot of the Premises, as follows (the "Shell Rental"):

	Area Location/ Description	Square Feet	Annual Rental
(i)	Coordination Center Space, Level Three	700	\$58,512.96
(ii)	Ticket/ATO Office Space, Level Three	748	\$62,525.28
(iii)	Level One Concourse "C"	1,802	\$150,629.16
(iv)	Level One Concourse "C"	1,132	\$94,623.84
(v)	Level Two, Concourse "A/B" Checkpoint Office	287	\$23,990.28
(vi)	Level Two, Concourse "C" Checkpoint Office	294	\$24,575.40
(vii)	Level One Operations Area Offices; Concourse "A/B" Connector	4,494	\$375,653.40
(viii)	Level Offices Two; across from Concourse "C" Checkpoint entry	831	\$69,463.32
(ix)	TSA Training Lab (Level One, Concourse "C")	813	\$67,958.64
INITIAL ANNUAL SHELL RENTAL SUBTOTAL:		11,101	\$927,932.28

C. ATO Office Common Area Charge. Lessee shall pay to County the ATO Office Common Area Charge for its use of ATO Office Common Area. The ATO Office Common Area Charge shall be calculated as follows

ATO Office Common Area Charge =

Square Footage of ATO Office Space Leased to Lessee	x 514 square feet x Terminal Rental Rate
3069 Square Feet of ATO Office Space	

Lessee leases approximately 748 square feet of ATO Office Space; therefore, the annual ATO Office Common Area Charge as of October 1, 2024 will be \$10,471.80 (i.e., [748/3069] x 514 x \$83.59 = \$10,471.80). The ATO Office Common Area Charge shall be payable in arrears, without demand, in equal monthly installments on or before the tenth (10th) day of each month. The ATO Office Common Area Charge shall be adjusted each October 1st throughout the Term of this Lease in accordance with Section 4.05. In addition to any other remedy provided for in this Lease, the Department, on behalf of County, shall have the right to revoke Lessee's license to use the ATO Office Common Area in the event Lessee fails to pay the ATO Office Common Area Charge when due.

D. Maintenance and Repair Expense. Lessee shall pay to County, the amount of Two Dollars (\$2.00) per square foot annually, for each square foot of space within the Premises, payable in equal monthly installments of \$0.1667 per square foot of space within the Premises (the "Maintenance and Repair Expense").

- II. Except as modified herein, all terms and conditions of the Lease shall remain in full force and effect.
- III. This Amendment shall be effective as of October 1, 2024.
- IV. The remainder of this page is intentionally left blank.

INITIALS: JB LESSOR & DS GOVT

IN WITNESS WHEREOF, County and Lessee have executed this Amendment, or have caused the same to be executed as of the day and year first above written.

PALM BEACH COUNTY:

By: Jama Burke
Director of Airports

Date signed by County: 10/23/2024

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Anne Helgent
County Attorney

Form attached as Exhibit "E" to the Lease (R2019-1616). Delegation of authority provided in Agenda Item 3F1 October 22, 2019.

WITNESSES:

James Thompson
Signature
James Thompson
Typed or Printed Name

DocuSigned by:
Lester Harris
Signature
Lester Harris
Typed or Printed Name

LESSEE:

General Services Administration

By: Carlos Williams
Signature

Carlos Williams
Typed or Printed Name

Title: Lease Contracting Officer

Date signed by Lessee: 10/11/2024

INITIALS: JB LESSOR & CW GOVT

Certificate Of Completion

Envelope Id: 2E7DE8B63C214153B29CC0B3F52949B7
Subject: Complete with DocuSign: Amend 6 GSA Rental Adjustment Oct2024.docx
Source Envelope:
Document Pages: 3
Certificate Pages: 2
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

Status: Completed

Envelope Originator:
Carlos Williams
1800F F St NW
Washington DC, DC 20405
carlos.williams@gsa.gov
IP Address: 75.144.125.93

Record Tracking

Status: Original
10/11/2024 8:45:46 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Carlos Williams
carlos.williams@gsa.gov
Pool: FedRamp
Pool: US General Services Administration

Location: DocuSign

Location: DocuSign

Signer Events

Carlos Williams
carlos.williams@gsa.gov
Lease Contracting Officer
US General Services Administration
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Carlos Williams
2AFAB9028C248E...

Signature Adoption: Pre-selected Style
Using IP Address: 75.144.125.93

Timestamp

Sent: 10/11/2024 8:48:01 PM
Viewed: 10/11/2024 8:48:10 PM
Signed: 10/11/2024 8:48:18 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

James Thompson
james.f.thompson@gsa.gov
Contracting Officer
US General Services Administration
Security Level: Email, Account Authentication (None)

DocuSigned by:
James Thompson
0CAC1C4CA2CB4C4...

Signature Adoption: Pre-selected Style
Using IP Address: 108.200.235.85

Sent: 10/11/2024 8:48:01 PM
Viewed: 10/11/2024 8:50:14 PM
Signed: 10/15/2024 1:44:24 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lester Harris
lester.harris@gsa.gov
Security Level: Email, Account Authentication (None)

DocuSigned by:
Lester Harris
741AB50C80724F7...

Signature Adoption: Pre-selected Style
Using IP Address: 192.226.109.18

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Resent: 10/16/2024 4:29:04 PM
Viewed: 10/16/2024 4:43:18 PM
Signed: 10/16/2024 6:20:34 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events **Status** **Timestamp**

Witness Events **Signature** **Timestamp**

Notary Events **Signature** **Timestamp**

Envelope Summary Events **Status** **Timestamps**

Envelope Sent	Hashed/Encrypted	10/11/2024 8:48:02 PM
Certified Delivered	Security Checked	10/16/2024 4:43:18 PM
Signing Complete	Security Checked	10/16/2024 6:20:34 PM
Completed	Security Checked	10/16/2024 6:20:34 PM

Payment Events **Status** **Timestamps**

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	Lease Amendment No. UWT TO LEASE NO. LFL00876
	BUILDING NO. FL3061
ADDRESS OF PREMISES PALM BEACH INT'L AIRPORT Palm Beach Int'l Airport 846 Palm Beach International Airport West Palm Beach, FL 33406	PDN Number: N/A

THIS UNILATERAL AMENDMENT is hereby made effective between
COUNTY OF PALM BEACH
whose address is: 846 Palm Beach Intl Airport
West Palm Beach, FL 33406 US

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

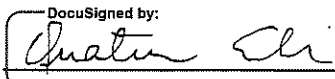
WHEREAS, this unilateral lease amendment (ULA) for the above Lease is issued to require water quality testing, effective date of signature.

A. In accordance with the "Changes" clause of the Lease, the Government hereby orders water quality testing for lead, copper, total coliform, and legionella, as outlined under the Scope of Work (SOW) below. All work and associated deliverables shall be completed within 90 days after the issuance of this ULA. **This Lease Amendment constitutes the Notice to Proceed.**

B. The Lessor shall receive a lump sum payment not to exceed (NTE) **\$3,500.00** for this work. If the Lessor determines that the NTE amount will not cover the costs for this testing, Lessor must not commence work and Lessor must submit a request, along with supporting documentation, to GSA's Lease Administration Manager (LAM) at **Brian.money@gsa.gov** prior to commencing work. This request must be submitted within 30 calendar days of

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE GOVERNMENT:

Signature: 
Name: Quatavious Ellis
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date of Signature: 5/16/2024

receipt of this ULA. The Government will review the request, and if the Government accepts such a request, the Government will issue a bilateral lease amendment documenting the additional payment for the testing and issue a new Notice to Proceed.

C. Within 3 business days after completion of the scope of work under this ULA, the Lessor shall email an electronic copy of the invoice to **Brian.money@gsa.gov** and copy **g-rex.file@gsa.gov**. The invoice must be on letterhead matching the Lessor's name and address as set forth in this amendment. The following standard naming conventions must be used for your invoice submission.

- Email subject line: **LFL00876 FL3061 Palm Beach Int'l Airport 846 Palm Beach International Airport Invoice Water Quality Testing**
- Attachment name for Invoice: **LFL00876 FL3061 Palm Beach Int'l Airport 846 Palm Beach International Airport Invoice Water Quality Testing**
- Attachment name for Receipt of Payment: **LFL00876 FL3061 Palm Beach Int'l Airport 846 Palm Beach International Airport Receipt Water Quality Testing**

The invoice must clearly break out the amount paid by (or due from) the Lessor to the Lessor's testing contractor. The Government shall pay the Lessor's invoice in an amount no greater than **\$3,500.00** for the work outlined in this ULA. Payment will be due within thirty (30) days after (1) GSA's designated billing office receives a properly executed invoice, or (2) Lessor submission and Government acceptance of the deliverables outlined in the Scope of Work, whichever is later.

D. The SOW incorporated into this ULA requires the Lessor to electronically submit required documentation using a specific naming convention. See the SOW "Documentation" section below for more detail.

E. See below for the Public Buildings Service Scope of Work for Drinking Water Testing in GSA Leased Facilities. Note that the reimbursement pricing identified under Paragraph B above is limited to costs associated with the initial baseline testing only. The lessor remains responsible for all costs associated with the corrective action items described under the SOW heading "Immediate Response Actions Required to Avoid Occupant Exposure" as part of lessor responsibilities under the lease including to provide potable water.

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Public Buildings Service Scope of Work for Drinking Water Testing In GSA Leased Facilities

May 7, 2024

Purpose

The U.S. General Services Administration's Public Building Service (PBS) requires the Lessor to provide a qualified professional with expertise in water sampling and relevant industry standards to conduct a drinking water quality assessment for GSA's federally leased space.

PBS defines a qualified professional as an individual experienced in environmental, industrial hygiene, or engineering consulting with a minimum of two years of onsite experience in conducting potable water sampling, which includes microbiological sampling methods for Legionella. Preference must be given to qualified professionals that hold either an ASSE 12080 certification, a certified industrial hygienist (CIH) designation, or a health and safety professional working under the supervision of a CIH or an ASSE 12080 certified individual. They must be trained in legionella water sampling protocol and follow established guidelines provided by the Occupational Safety & Health Administration. Additionally, this professional must meet any state and local qualification requirements applicable to the location of the facility. The following table summarizes these requirements:

Requirements	Additional Details
Experience in relevant fields	A qualified professional must work in an environmental, industrial hygiene, or engineering consulting firm with at least two years of experience.
Specific experience in on-site testing of drinking water, including <i>Legionella</i>	The professional must have experience specifically in testing drinking water on-site, including methods for detecting <i>Legionella</i> bacteria.
Preferential certifications	We prefer professionals with certifications in ASSE 12080 or those who are certified industrial hygienists (CIH), or supervised by them.
Certification not mandatory, but preferred	Although not mandatory, it's preferred for the professional to have ASSE 12080 certification, be a certified industrial hygienist (CIH), or be supervised by someone with these certifications.

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Scope of Work

Water testing must be performed in GSA leased space and all common areas to which the GSA tenants and its visitors have access and would reasonably expect to use.


Testing for the presence of legionella is necessary for a representative number of outlets in both the hot and cold water systems. Legionella sampling locations must include:

Location	Sampling Requirement
Building common areas and tenant showers	At least 1 sample for every 3 fixtures
Child Care Centers	Test all point-of-use outlets primarily designed for human consumption. If hot water is available, test the hot water side; otherwise, test the cold water.
Health Units	Test all point-of-use outlets primarily designed for human consumption or treatment of patients. If hot water is available, test the hot water side; otherwise, test the cold water.
Exclusion of Gyms, Childcare Centers, and Health Units not Part of the GSA Leased Space	These unique spaces that are not within the GSA leased space are not included in this project.

In addition to the *Legionella*-only testing above, testing for *Legionella*, as well as lead, copper, and total coliform [including *Escherichia coli* (*E. coli*)] is mandatory for a representative sample, comprising a 10% of water outlets throughout the Space/associated common areas that are primarily designed for human consumption, such as drinking fountains, bottle fillers, and kitchenettes. In smaller facilities, where 10% calculates to less than five outlets primarily designed for human consumption, a minimum of five outlets shall be tested. If there are less than 5 outlets designed for human consumption throughout the Space/associated common areas, test all available outlets designed for human consumption. It's important to emphasize that bathroom sinks or similar outlets equipped with automatic mixing valves that are not primarily designed for human consumption are exempt from this 10% sampling requirement. When performing the *Legionella* test on this 10% group, test the hot water side when available or the cold water when there is no hot water. For the lead, copper and total coliform test, only use the cold water. The following table summarizes these requirements:

Areas	Additional Details
10% of Outlets Primarily Designed for Human Consumption (refer above for smaller facilities)	These are places where people typically drink water, such as kitchen sinks, bottled water filling

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	stations, and drinking fountains.
Not Required for Testing	This testing does not include bathroom sinks or water lines to tenant-owned equipment (e.g. refrigerators).

Testing must be conducted in accordance with the following requirements:

1. To commence the assessment, initiate the process by collecting and reviewing information that could have an impact on the test. These could include, but not be limited to, the following aspects:
 - a. Required qualifications for the person responsible for sampling.
 - b. Proper procedures for sample collection.
 - c. The type and quantity of samples needed.
 - d. Approved analytical methods.
 - e. Designated laboratories that meet acceptance criteria.
 - f. Mandatory documentation.
 - g. The following water quality parameter limits must be used unless more stringent state or local regulations apply:

Contaminant	Limit	Action Required
Lead	≥ 15 ug/L	Notification and remediation
Copper	≥ 1300 ug/L	Notification and remediation
Total Coliform/ E. Coli	Presence detected / Positive	Notification and remediation
Legionella	≥ 1 CFU/mL	Notification and remediation

2. Obtain an accurate inventory of outlets before arriving onsite.
 - a. As part of this, determine outlets to be sampled and develop a sampling schedule; identify these on floor plans, if available.
3. The lessor and their contractor must determine a way to ensure that all outlets scheduled to be sampled remain out of use for at least 8 hours, but ideally not longer than 18 hours, before sampling for metals and ensure any access issues are resolved. Some items to consider are:
 - a. Do not use mechanical shutoff valves to isolate outlets before sampling.
 - b. Do not remove aerators before sampling.
 - c. Do not conduct flushing before sampling unless instructed to do so.

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- d. Tenant spaces that require tenant authorization to enter or require a representative to accompany the sampling contractor.
4. Arrive onsite following a regular business day (*i.e.*, do not perform sampling on a Monday or after a holiday).
 - a. Review the inventory created pursuant to the requirements of step 2. above and ensure it accurately reflects the current outlets in the facility. If changes are noted, update the device inventory on the floor plan to reflect current conditions accurately.
 - b. As required above, all sample collection methodologies and protocols must comply with applicable federal, state, and local drinking water requirements.
 - c. Document the location, type of outlet, condition, presence and type of any point-of-use filtration device, and the installation date of the filter (if available).
 - d. Take a photograph of each outlet sampled and include the barcode of the sampling bottle provided by the lab in the photo (if available).
 - e. Clearly mark each outlet on a drawing.
 5. Follow all Federal, state, and local procedural requirements for sample preservation, storage, and hold times.

*****Failure to properly adhere to applicable requirements will result in resampling by the Lessor at no additional cost to the government.*****

Lead and Copper Testing

Testing must be conducted in accordance with the following requirements:

1. Metal parameters must be analyzed at a State-certified laboratory accredited under the National Environmental Laboratory Accreditation Conference (NELAC) program using EPA Method 200.8 or the state-approved equivalent method. Please be aware that state and local requirements might require specific laboratories to be used.
2. The testing laboratory must be contacted before sampling to receive sample collection materials, information on sampling methodology, paperwork, and transport. The sampling contractor must follow all instructions from the testing laboratory closely, including completing the chain of custody.
3. Metals must be "first draw" samples after an 8-hour minimum stagnation period and before the use of any drinking water outlet by the occupants. The stagnation period should be ideally no longer than 18 hours.
4. Sample bottles must be pre-cleaned, laboratory-provided polyethylene bottles or as state and local requirements otherwise mandated.
5. A single 250 mL sample must be collected or as otherwise mandated by state and local requirements.
6. Only sample cold water outlets, do not sample hot water outlets or outlets with automatic mixing valves.
7. Samples must be transported under standard chain-of-custody protocols to the state-certified drinking water laboratory accredited under the NELAC program.
8. Analyze samples with a standard analytical turnaround of no greater than seven calendar days upon laboratory receipt of the sample.
9. The following water quality parameter limits are to be used for the testing unless there are more stringent state or local standards, in which case they are to be used instead:

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Contaminant	Limit	Action Required
Lead	≥ 15 ug/L	Notification and remediation
Copper	≥ 1300 ug/L	Notification and remediation

Total Coliform including E. Coli Testing

The Lessor must ensure the sampling contractor adheres to the following requirements:


1. Total coliform and E. Coli samples must be collected and analyzed using an EPA method for coliform approved under the Revised Total Coliform Rule (such as EPA Standard Method 9223 B-1997, 9221, or 9222) or the state-approved equivalent method and must be analyzed at a State-certified laboratory.
2. The testing laboratory must be contacted before sampling to receive sample collection materials, information on sampling methodology, paperwork, and transport. The sampling contractor must follow all instructions from the testing laboratory closely, including completing the chain of custody.
3. The exterior of the fixture or sample must be disinfected before sample collection to prevent sampling contamination.
4. The standard sample volume required for total coliform analysis, regardless of the analytical method used, is 100 ml.
5. It is only required to determine the presence or absence of total coliforms; a determination of total coliform density is not required.
6. The following water quality parameter limit must be used:

Contaminant	Limit	Action Required
Total Coliform/ E. Coli	Presence detected / Positive	Notification and remediation

Legionella Testing

Testing must be conducted in accordance with the following requirements:

1. Legionella must be analyzed at a laboratory accredited for Legionella analysis according to the international laboratory quality standard ISO 17025:2017 by an accreditation body that is itself accredited according to ISO 17011:2017 (such as AIHA LAP), approved by the CDC Environmental Legionella Isolation Techniques Evaluation program, or as required by specific state requirements (such as the New York State Environmental Laboratory Approval Program for New York State).
2. Analyze all water sampling using the traditional spread-plate Legionella culture method (based on ISO 11731:2017 and/or the U.S. CDC methods published in 2005). PCR sampling will not be accepted for this effort. Reporting of *Legionella* concentration in colony-forming units per milliliter (CFU/mL) and the

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identification of the basic types of species present (e.g., *Legionella pneumonia* serogroup 1, Non-LP1 *Legionella pneumonia*, non-*Legionella pneumonia*) is required.

3. The testing laboratory must be contacted before sampling to receive sample collection materials, information on sampling methodology, paperwork, and transport. The sampling contractor must follow all instructions from the testing laboratory closely, including completing the chain of custody.
4. A single 250 mL sample must be collected or as otherwise mandated by state and local requirements (such as 1.0 L).
5. Analyze samples with a standard analytical turnaround of no greater than fourteen days upon laboratory receipt of the sample.
6. Evaluate analytical results according to the CDC resource for Routine Testing of Legionella, specifically Figure 1. Routine Legionella testing: A multifactorial approach to performance indicator interpretation. The following water quality parameter limit must be used:

Contaminant	Limit	Action Required
Legionella	≥ 1 CFU/mL	Notification and remediation

Deliverables


Water quality issues require a timely response. For this reason, the Lessor’s sampling contractor must report all sampling results that exceed the following water quality parameter limits:

Contaminant	Limit	Action Required
Lead	≥ 15 ug/L	Notification and remediation
Copper	≥ 1300 ug/L	Notification and remediation
Total Coliform/ E. Coli	Presence detected / Positive	Notification and remediation
Legionella	≥ 1 CFU/mL	Notification and remediation

back to the Lessor within 24 hours of receipt from the laboratory, highlighting threshold exceedances and/or other concerns. The Lessor must then immediately notify the GSA Lease Administration Manager concerning the results.

In addition, the sampling contractor will provide a written report as soon as all investigative and sampling information is available following the completion of the investigative work. This report or portions of this report may be released to the public. Include the following, at a minimum:

1. Executive summary.
 - a. Brief description of the facility and water system

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- b. Name of the person who performed the investigation
- c. Summary of the investigative work performed
- d. Summary of any findings, including test results, compared to the following water quality parameter limits unless more stringent state or local regulations apply:

Contaminant	Limit	Action Required
Lead	≥ 15 ug/L	Notification and remediation
Copper	≥ 1300 ug/L	Notification and remediation
Total Coliform/ E. Coli	Presence detected / Positive	Notification and remediation
Legionella	≥ 1 CFU/mL	Notification and remediation

e. Table of all test results highlighting any exceedances.

2. Investigation.

- a. Name of the person who performed the investigation and qualifications including type of firm, years of experience in potable water sampling, and applicable certifications.
- b. Description of the outlets sampled, along with pertinent details about each outlet
- c. Results of the sampling
- d. Recommended corrective actions, if applicable

3. Conclusions.

4. Signature of the sampler, supervisor, and applicable CIH, or the ASSE 12080 certified individual (if applicable).

5. Report Attachments.

- a. Updated inventory of drinking water outlets
- b. Complete laboratory analytical data package with chain-of-custody documentation
- c. One figure per building floor depicting each drinking water sample location and analytical result
- d. Photographic record of each outlet sampled including the barcode of the sampling bottle provided by the lab in the photo (if available)
- e. Any additional state and local documentation requirements

Immediate Response Actions Required to Avoid Occupant Exposure

Contaminant	Limit	Action Required
Lead	≥ 15 ug/L	Notification and remediation
Copper	≥ 1300 ug/L	Notification and remediation

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Total Coliform/ E. Coli	Presence detected / Positive	Notification and remediation
Legionella	≥ 1 CFU/mL	Notification and remediation

For any outlets that exceed the above water quality parameter limits, the Lessor must take immediate corrective actions to address the issue(s). This includes but is not limited to:

- **Remove the impacted outlets from service, post signage, and notify tenants**
- **Immediately send results to the waterquality@gsa.gov mailbox and copy the **GSA Lease Administration Manager**.**
- Start remediation actions such as flushing the system and adjusting operational parameters in accordance with industry-standard response actions
- Retest the impacted fixtures once the remediation actions are complete to ensure that the corrective actions are effective in controlling the hazard before returning the outlet back into service

If representative sampling indicates a more systemic issue, the Lessor must conduct further investigation and implement additional remedial actions to ensure that the terms of the lease are being upheld.

Once an issue has been identified, all corrective actions and follow-up testing to verify that corrective actions have been effective are the full responsibility of the Lessor per the terms of the lease.

Schedule

The Lessor must coordinate testing work with the tenant agency to ensure minimum disruption to agency mission activities. The Lessor must notify GSA's LAM at **Brian.money@gsa.gov** no later than 5 business days prior to the scheduled testing date.

The Lessor must provide the report to GSA within five working days after receiving the report from the sampling contractor.

Documentation

Drinking Water Testing Records

The Lessor will send the Drinking Water Testing Deliverable Report to waterquality@gsa.gov using the following naming convention in the email subject line and attachment: **FL3061 - Drinking Water Testing - 2024**.

This Lease Amendment contains 10 pages.

All other terms and conditions of the Lease shall remain in force and effect.

INITIALS:

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 GOVT

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	Lease Amendment No. BWT TO LEASE NO. LFL00876
	BUILDING NO. FL3061
ADDRESS OF PREMISES PALM BEACH INT'L AIRPORT Palm Beach Int'l Airport 846 Palm Beach International Airport West Palm Beach, FL 33406	PDN Number: PS0058568

THIS AMENDMENT is made and entered into between
COUNTY OF PALM BEACH

whose address is: 846 Palm Beach Intl Airport
West Palm Beach, FL 33406

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to amend the pricing for water testing services ordered under a prior lease amendment number UWT.

This Lease Amendment contains 3 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

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

Name: Maria G. Marino
Title: Mayor
~~By:~~ _____
Date: _____

FOR THE GOVERNMENT:

DocuSigned by:
Carlos Williams
Name: Carlos Williams
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 12/9/2024

WITNESSED FOR THE LESSOR BY:

ATTEST: JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT AND COMPTRROLLER

Name: _____
Title: Deputy Clerk
Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Anne Helzlsouer
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: Open Beake
Director, Department of Airports
Pen

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution as follows:

- A. This lease amendment is issued to establish the revised dollar amount allowed for the costs of water testing as required under unilateral lease agreement (ULA) number UWT issued on 05-16-2024. This bilateral lease amendment reflects agreement on the costs of testing, and settles all costs and claims associated with this change, and any adjustments to the Lease Contract price agreed upon herein shall be deemed to provide all compensation to which the Lessor is entitled, and shall constitute final settlement of the Lessor's entitlement to compensation on account of the change or other condition giving rise to the modification.
- B. ULA number UWT modified the Lease to require water testing at a lump sum price not to exceed (NTE) \$3,500.00.
- C. The parties agree to revised price for the testing services under ULA number UWT as follows:

	Lump Sum Amount
Pricing Per Unilateral Lease Amendment Number UWT	\$3,500.00
Additional Amount Per this Lease Amendment BWT	\$500.00
Total Pricing for Scope of Work per Unilateral Lease Amendment Number UWT:	\$4,000.00

The Lessor shall receive a lump sum payment of **\$4,000.00** for this work.

D. This bilateral Lease Amendment constitutes the updated Notice to Proceed with the scope of work outlined under ULA UWT. All work and associated deliverables shall be completed within 90 days after the execution of this bilateral lease amendment.

E. The invoicing procedures outlined under Paragraph C of ULA UWT are hereby replaced by the following: Within 3 business days after completion of the scope of work under this Lease Amendment, the Lessor shall invoice the Government. The invoice must be on the letterhead matching the Lessor's name and address as set forth in this lease amendment. The invoice(s) shall include the Lease Number, the Building Number and building address. The invoice(s) shall also include the PDN number in the heading of this Lease Amendment. Furthermore, the invoice shall be sent electronically to GSA Finance at <https://finance.ocfo.gsa.gov/WebVendors/>. Instructions for invoice submission are included on the website. Additional assistance is available by calling the Finance Customer Service line at 800-676-3690.

LESSOR: _____ GOVERNMENT: 

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P. O. Box 17181
Fort Worth, TX 76102-0181

The Lessor shall also provide a copy of the invoice to the designated COR/Lease Administration Manager (LAM).

Payment will be due within thirty (30) days after (1) GSA's designated billing office receives a properly executed invoice, or (2) Lessor submission and Government acceptance of the deliverables outlined in the Scope of Work, whichever is later.

LESSOR: _____ GOVERNMENT: 

Lease Amendment Form
REV (03/24)