



**AMENDMENT TO AGREEMENT BETWEEN CLIENT AGENCY
AND
THE DEPARTMENT OF MANAGEMENT SERVICES
DIVISION OF REAL ESTATE DEVELOPMENT AND MANAGEMENT**

STATE CONTRACT NO.: CAA-FS-02119210
Amendment No. 1

STATE FLAIR CODE: Funds Under the Control of The Florida Senate

PROJECT NAME AND LOCATION: 480 Switchgear Replacement, Senate Office Building
404 South Monroe Street
Tallahassee, Florida 32303

CLIENT AGENCY: The Florida Senate
404 South Monroe Street
Tallahassee, Florida 32303
850-284-4462

Ron DeSantis
Governor

Tom Berger
Secretary

**AMENDMENT TO
THE CLIENT AGENCY AGREEMENT**

Amendment No.: 1
State Contract No.: CAA-FS-02119210
State Project Name: 480 Switchgear Replacement, Senate Office Building
404 South Monroe Street
Location: Tallahassee, Florida 32303

This Amendment, made by and between the State of Florida, Department of Management Services ("DMS"), with its principal place of business located at 4050 Esplanade Way, Tallahassee, Florida 32399; and The Florida Senate, ("CLIENT AGENCY"), with its principal place of business located at 404 South Monroe Street, Tallahassee, Florida 32303; is effective upon the date last signed below. DMS and CLIENT AGENCY may collectively be referred to herein as the "Parties" and individually as the "Party."

Whereas, DMS and the CLIENT AGENCY entered into an Agreement for \$2,400,000.00 on February 7, 2022, for the project referenced above; and,

Whereas, the Client Agency now wishes to decrease the funding for this project by \$114,925.00 to closeout this project and whereas the purpose of this Amendment is to accomplish this task.

Now therefore, DMS and CLIENT AGENCY, for the considerations hereinafter set forth, agree to amend the Agreement as follows:

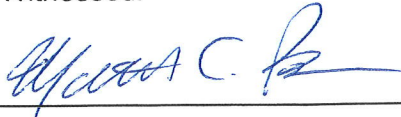
1. DMS does not guarantee that the Project, including all fees, can be completed within the Agreement amount of \$2,285,075.00 but does agree not to obligate funds in excess of \$2,285,075.00 without mutual agreement and an executed Amendment to this Agreement authorizing such increase.
2. DMS and the Client Agency acknowledge pursuant to the terms of the Agreement, the Agreement has expired upon completion of the Project, the reconciliation of all outstanding fees and payment and the execution of this final amendment to reduce the funding of the Project.

This Amendment constitutes the entire agreement between the Parties with respect to the subject matter hereof. The Agreement may not be amended, modified or revoked, in whole or in part, except by an agreement in writing signed by each of the Parties hereto. Except as otherwise expressly set forth herein, the terms and conditions contained in the Agreement and subsequent amendments are unchanged. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year last signed below.

The Florida Senate

As Witnessed:

By 
MATTHEW C. BOUCK
Print Name

APPROVED

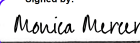
By 
Reynaldo M. Ayer 8 Jun 2026
Print Name Date

Approved As To Form And Legality:

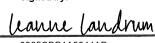
By Thomas G. Thomas
Thomas G. Thomas June 8, 2026
Print Name Date
Office of General Counsel
The Florida Senate

DEPARTMENT OF MANAGEMENT SERVICES

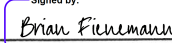
By  6/10/2026 | 12:20 PM EDT
Ana Portillo, Contracts Administrator
Real Estate Development and Management

By  6/10/2026 | 12:19 PM EDT
Monica Mercer
Office of General Counsel
Department of Management Services

As Witnessed:

By  6/10/2026 | 5:58 PM EDT
LeAnne Landrum, Financial Procurement
Administrator

Approved:

By  6/11/2026 | 2:42 PM EDT
Brian Fienemann, Director
Real Estate Development and Management

ATTACHMENT A - Revised

CONTRACT NUMBER, NAME and LOCATION

<u>Contract Number</u>	<u>Project Name and Location</u>	<u>Total Amount</u>
CAA-FS-02119210	480 Switchgear Replacement, Senate Office Building 404 South Monroe Street Tallahassee, Florida 32303	\$2,285,075.00*

*Includes the DMS Administrative Fee in the amount of \$0.00

<u>Budget Summary:</u>	
Funding for Design / Construction Costs:	\$2,285,075.00
DMS Administrative Fee:	\$0.00
Total Client Agency Agreement Amount:	\$2,285,075.00



**AGREEMENT BETWEEN CLIENT AGENCY
AND
THE DEPARTMENT OF MANAGEMENT SERVICES
DIVISION OF REAL ESTATE DEVELOPMENT AND MANAGEMENT**

CONTRACT NO.: CAA-LEG-02526130

STATE FLAIR CODE: Funds Under the Control of the Florida Department of
Florida Senate

PROJECT NAME AND LOCATION: Knott Building Window and Waterproofing
111 West Saint Augustine Street
Tallahassee, Florida 32399

CLIENT AGENCY: Florida Senate
409, The Capital, 404 South Monroe Street
Tallahassee, Florida 32399
850-487-5636

Ron DeSantis
Governor

Tom Berger
Interim Secretary

AGREEMENT FOR SERVICES

This Client Agency Agreement ("Agreement"), made by and between the State of Florida, Department of Management Services ("DMS"), with its principal place of business located at 4050 Esplanade Way, Tallahassee, Florida 32399, and the Florida Senate ("CLIENT AGENCY"), with its principal place of business located at 409, The Capital, 404 South Monroe Street, Tallahassee, Florida, 32399 is effective upon the date last signed below. DMS and CLIENT AGENCY may collectively be referred to herein as the "Parties" and individually as the "Party."

Whereas, the CLIENT AGENCY wishes, pursuant to section 255.31(2), Florida Statutes, to retain the services of DMS to administer a construction and design project on its behalf; and

Whereas, the CLIENT AGENCY represents that it is an agency meeting all legal requirements of section 255.31(2), Florida Statutes, in order to enter into such an agreement with DMS.

NOW THEREFORE, DMS and the CLIENT AGENCY, for the considerations hereinafter set forth, agree as follows:

Article 1. Scope of Agreement

DMS agrees to furnish, or cause to be furnished, the services identified below for the following Project: Knott Building Window and Waterproofing, 111 West Saint Augustine Street, Tallahassee, Florida 32399 ("Project").

Description of Project: Installation of new windows and installation of new underground waterproofing.

Services provided by DMS pursuant to this Agreement ("Services") include but are not limited to: assisting in program development; preparing budgets as required; engaging, coordinating, and administering necessary consultants' services; administering the bid and selection processes and the award of construction agreements to accomplish the Project; administering the agreements for construction; and assisting where necessary in the enforcement of performance of the agreements.

Article 2. Project Ownership, Warranties, and Timeliness

- A. Authorization: DMS is authorized and has been requested by the CLIENT AGENCY to enter into agreements with Architect-Engineers and Contractors using the DMS forms and procedures for the planning, design, bidding, and construction of the Project. The CLIENT AGENCY understands and agrees those agreements will designate DMS as the "OWNER," but will contain a provision that reads substantially as follows:

The CLIENT AGENCY, the agency that will operate and use the Project upon substantial completion, is the Florida Senate. The funds with which the invoices of the Architect-Engineers, Contractors, and/or any other consultants or contractors required to complete the Project will be paid, have been appropriated by the Legislature to the CLIENT AGENCY. Upon approval by DMS, the CLIENT AGENCY will pay invoices directly to the Architect-Engineers, Contractors, and/or any other consultants or contractors required to complete the Project.

- B. Agreements: The CLIENT AGENCY agrees that, although the CLIENT AGENCY will not directly execute such agreements with the Architect-Engineers and Contractors, the agreements executed between DMS and any Architect-Engineers and Contractors for this Project shall be deemed to be the agreements of the CLIENT AGENCY as all funds to be

expended under those agreements are appropriated to, and under the control of, the CLIENT AGENCY. DMS shall not be responsible for any payments or expenditures for any agreements entered into by DMS with any Architect-Engineers, Contractors, and/or other consultants required for this Project. Though DMS will assist, where appropriate, in enforcement of the performance of such agreements, the CLIENT AGENCY is responsible for determining the ultimate action to be taken on such enforcement issues and for taking all necessary legal action.

- C. Warranties: The CLIENT AGENCY acknowledges the only warranty it is provided on the work performed on the Project is the warranty provided by the Architect-Engineer, Contractor, and/or consultants completing such work, if any such warranty is provided.
- D. Timeliness: DMS is not responsible for timely completion of the Project.

Article 3. Budget and Fees

- A. Budget Totals: The amount appropriated and budgeted for the Project is \$12,500,000.00 as shown on Attachment A, which is hereby incorporated into this Agreement. DMS does not guarantee that the Project, including all fees, can be completed within the Agreement amount of \$12,500,000.00 but does agree not to obligate funds in excess of \$12,500,000.00 without mutual agreement and an executed Amendment to this Agreement authorizing such increase. Should any unexpended and uncommitted funds remain after the completion or termination of the Project, the Parties will execute an amendment to this Agreement to reduce the funding of the Project by such amount.
- B. Availability and Use of Funds: The CLIENT AGENCY attests the funds are available and reserved exclusively for expenditure on this Project. The CLIENT AGENCY affirms such funds will not be expended except for the purposes of this Agreement. Any expenditure of such funds by the CLIENT AGENCY for any purpose other than this Agreement will entitle DMS to terminate this Agreement and any other agreement related to this Project, including but not limited to, any agreement with Architect-Engineers or Contractors. The CLIENT AGENCY attests the funds to be expended pursuant to this Agreement are reserved exclusively for the purposes of this Agreement and meet all legal requirements to be used by DMS under this Agreement.
- C. Payment on Invoices by the CLIENT AGENCY: Payments are due to the Architect-Engineers and Contractors in accordance with the timeframes specified in section 215.422, Florida Statutes, as modified by sections 255.072 - 255.078, Florida Statutes. DMS will review and approve invoices, and transmit such to the CLIENT AGENCY, within a timeframe that provides the CLIENT AGENCY with at least seven (7) calendar days to timely submit such invoices to the Department of Financial Services for payment. The CLIENT AGENCY agrees to submit for payment within seven (7) calendar days of submittal by DMS, all invoices approved by DMS and transmitted to the CLIENT AGENCY for payment not exceeding the total budget. In the event the CLIENT AGENCY fails to submit the invoice to the Department of Financial Services within seven (7) calendar days of submittal by DMS, and such failure subjects the CLIENT AGENCY to the payment of interest in accordance with section 215.422, Florida Statutes, as modified by section 255.073, Florida Statutes, the CLIENT AGENCY acknowledges it shall be solely responsible for the payment of such interest.
- D. Authorization to Request Advanced Payment: The CLIENT AGENCY agrees that DMS is authorized to request advance payment authorization from the Department of Financial Services on behalf of the CLIENT AGENCY, provided such requests are in accordance with sections 216.181(16) and 215.422(15), Florida Statutes.

- E. DMS Fees: In accordance with sections 215.196 and 255.31(2), Florida Statutes, the CLIENT AGENCY agrees to pay DMS a non-refundable administrative fee in the amount of \$0.00 for its services under this Agreement. This amount is included in the Agreement amount shown above and on Attachment A. This administrative fee shall increase upon any increase in the budget total and will be included in such budget total amendments in the manner shown in Attachment A. Any such budget increase will be mutually agreed upon by DMS and the Client Agency.
- F. DMS Fees, Invoicing: DMS will invoice the CLIENT AGENCY for the administrative fee of \$0.00 immediately following execution of this Agreement. The CLIENT AGENCY agrees to pay said invoice for the administrative fee directly to DMS within thirty (30) calendar days of receipt of the invoice.

Article 4. CLIENT AGENCY Representative, Communication, Notice

- A. Client Agency Representative: The CLIENT AGENCY agrees to designate a representative for the Project to be solely responsible for, and have full authority to bind, all CLIENT AGENCY actions under this Agreement. Such representative shall receive, review, and respond in a timely manner to all questions and requests from DMS. All notices, requests, or other communications provided or concerning this Agreement will be in writing and deemed sufficiently given and sufficiently received when mailed by first class mail to the following address, emailed to the following email address, or faxed to the following fax number:

The CLIENT AGENCY representative and contact information is as follows:

Reynold Meyer
Florida Senate
409, The Capital, 404 South Monroe Street
Tallahassee, Florida 32399
Phone: 850-487-5636
Email: meyer.reynold@flsenate.gov

In the event the CLIENT AGENCY changes the representative, the CLIENT AGENCY shall notify DMS' Project Manager in writing via the email address identified in Article 4.B., below. Such changes do not require a formal written amendment to this Agreement.

- B. DMS Project Manager: DMS will designate a Project Manager who will be responsible for administering and managing the Project and who will be the point of contact for DMS. Notices and communications to DMS from the CLIENT AGENCY are to be received by the designated Project Manager listed below:

Spencer Shepard
Department of Management Services,
Division of Real Estate Development and Management
4050 Esplanade Way, Suite 335
Tallahassee, Florida 32399
Phone: 850-487-1534
Email: spencer.shepard@dms.fl.gov

In the event DMS changes the Project Manager, DMS will notify the CLIENT AGENCY in writing via the email address identified in Article 4.A., above. Such changes do not require a formal written amendment to this Agreement.

Article 5. Agreement Execution, Term, Termination, and Dispute Resolution

- A. **Modification:** Any modification of this Agreement, or additional obligation assumed by either Party regarding this Agreement, will be binding only if evidenced in writing signed by an authorized representative of each Party.
- B. **Execution:** This Agreement and all subsequent amendments may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event any signature is delivered by electronic document transfer or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing, or the Party on whose behalf such signature is executed, with the same force and effect as if such electronic document transfer or “.pdf” signature page was an original thereof. If a “.pdf” signature is used, the transmitting Party shall deliver the inked original to DMS within five (5) calendar days of its execution.
- C. **Term:** The Term of this Agreement begins upon its execution by both Parties. The term of this Agreement expires upon the receipt of the final Certificate of Occupancy or such equivalent certification, the reconciliation of all outstanding fees and payments, or the execution of a final amendment to reduce the funding of the Project by any remaining amount (if applicable), whichever is later.
- D. **Termination:**
 - a. **Termination for Convenience:** This Agreement may be terminated for the convenience of the Parties, effective seven (7) calendar days after the written notice of termination for convenience is executed by both Parties, unless the Parties identify a different effective date of the termination in the written notice.
 - b. **Termination for Cause:** In the event either Party fails to perform its obligations under this Agreement, the alleged non-performing Party shall be provided with written notice of the notifying Party's intention to terminate this Agreement, which said notice shall identify the alleged non-performance and provide the alleged non-performing Party with no less than seven (7) calendar days, or any longer period of time as the notifying Party authorizes in the written notice, from receipt of the written notice, to cure the alleged non-performance prior to the termination of this Agreement. In the event the alleged non-performance identified in the written notice is not cured within the timeframe provided, the notifying Party may terminate this Agreement by providing the alleged non-performing Party with written notice terminating this Agreement, which said notice must include the effective date of the termination.

Upon termination of this Agreement, the CLIENT AGENCY shall pay for all approved invoices due as a result of this Agreement, including all Architect Agreements, Engineer Agreements, Construction Agreements, and any authorizations or amendments thereto, up to the date of termination, including terminal expenses.

Article 6. Indemnification

The CLIENT AGENCY (including all heirs, executors, administrators, officers, employees, successors and assigns) releases, relinquishes, discharges DMS from, and agrees to indemnify, defend, and hold harmless DMS (including its current and former employees, agents, attorneys, and volunteers) against any and all claims, actions, demands, liability and expenses of any kind, for any and all loss, damage, injury, costs, expenses, or other casualty to person or property, caused by, related to, growing out of or happening in connection with this Agreement. The CLIENT AGENCY agrees to either: 1) indemnify DMS for any and all costs and expenses incurred by it

due to legal action undertaken in relation to this Agreement (including the payment of legal fees); or 2) be responsible for the representation in its entirety. This indemnity clause does not act as a waiver of either Party's sovereign immunity. In accordance with section 768.28, Florida Statutes, this indemnity clause does not require the CLIENT AGENCY to indemnify DMS for the portion of claims, actions, demands, liability and expense (if any) caused by DMS's own negligence.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year last signed below.

FLORIDA SENATE

As Witnessed:

By Lauren T. Jones
Lauren Jones
Print Name

Approved:

By [Signature]
[Signature]
Print Name Date

Approved As To Form And Legality:

By [Signature]
THOMAS G. THOMAS 02/06/2026
Print Name Date
Office of General Counsel
Florida Senate

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Joy Geller 2/9/2026 | 11:16 AM EST
By [Signature]
Joy Geller, Contracts Administrator
Real Estate Development and Management

Signed by:
Monica Mercer 2/9/2026 | 10:10 AM EST
By [Signature]
Monica Mercer Date
Office of General Counsel

As Witnessed:

DocuSigned by:
Jennifer Reed
By [Signature]
Jennifer Reed, Financial Procurement
Administrator

Approved:

Signed by:
Brian Fienemann 2/9/2026 | 2:04 PM EST
By [Signature]
Brian Fienemann, Director Date
Division of Real Estate Development and
Management

ATTACHMENT A

PROJECT NUMBER, NAME & LOCATION

<u>Contract Number</u>	<u>Project Name and Location</u>	<u>Total Amount</u>
CAA-LEG-02526130	Knott Building Window and Waterproofing 111 West Saint Augustine Street Tallahassee, Florida 32399	\$12,500,000.00*

*Includes the DMS Administrative Fee in the amount of \$0.00.

<u>Budget Summary:</u>	
Funding for Design/Construction Costs:	\$12,500,000.00
DMS Administrative Fee:	<u>\$ 0.00</u>
Total Client Agency Agreement Amount:	\$12,500,000.00