Memorandum

MIAMI-DADE COUNTY

Date: June 2, 2015

Agenda Item No. 8(F)(2)

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Amendment to Lease Agreement for Property Located at 315 NW 27 Ave., Miami, FL Currently Utilized by the State of Florida Department of Health, Miami-Dade County Health Department – Lease No. 01-4103-047-0010-L01

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of an Amendment to Lease Agreement between Miami-Dade County (County) and Sunny Management, Inc. (Landlord), for the State of Florida Department of Health (State DOH), Miami-Dade County Health Department, located at 315 NW 27 Avenue, Miami, Florida. The resolution authorizes the Amendment to Lease Agreement for the construction of various tenant improvements to be paid by the State DOH to the Landlord, including the construction of a new vaccine storage room at the Miami-Dade Refugee Health Clinic and an Assignment of Lease to the State DOH in order to transfer all legal and financial responsibility to the State of Florida.

The County is the agent for the State DOH, as required by State law and administrative procedure, which permits the State DOH to lease space through the County. No County programs operate from this location and no County funds will be expended as part of this amendment.

Scope

The property is located in County Commission District 5, which is represented by Commissioner Bruno A. Barreiro.

Fiscal Impact/Funding Source

No County funds will be utilized for the payment of the construction of the new vaccine room. The total fiscal impact to the State DOH is estimated to be $31,080 and paid to the Landlord in two (2) equal installments of $15,540.

The County receives a four (4) percent lease management fee as originally detailed in the financial impact section of Resolution R-1157-08, approved by the Board on November 20, 2008, which was the original resolution approving the lease agreement at this location.

Track Record/Monitoring

The County has no record of negative performance issues with Sunny Management, Inc., a Florida Corporation. Dirk Duval of the Internal Services Department is the lease monitor.

Delegation of Authority

Authorizes the County Mayor, or the County Mayor's designee, to execute the attached Amendment to Lease Agreement and Assignment of Lease Agreement, and to exercise all other rights conferred therein.

Background

The State DOH has been at this location since 2008, with the original lease between the Landlord and the County approved by the Board through R-1157-08.

Additional lease details are as follows:

COMPANY PRINCIPALS:	Frank Lopez, President Pedro R. Monilla, Vice President
LEASE TERM:	The original lease agreement was approved by the Board for a five (5) year term plus one (1), five-year renewal option period. The lease is currently in the first-year of the five-year renewal option period.
EFFECTIVE DATES:	Commencing upon the approval by the Board of this amendment and ending upon the termination of this lease agreement, or any renewal thereof.
RENTAL RATE:	The current annual rent is $441,999.96, or $26.00 per square foot, on an annual basis. Upon the approval of the Amendment to the Lease Agreement by the Board, the Tenant will reimburse the Landlord for the additional tenant improvements, in the amount of $31,080, which is payable in two (2) equal installments of $15,540. The first installment is to be disbursed upon approval of the proposal and floor plans. The second installment is to be disbursed upon the completion of the work and punch list items, if any.
LEASE CONDITIONS:	The Landlord is responsible for maintenance of the building, common areas, air conditioning, and the structure of the building. The State DOH is responsible for utilities, fire equipment, janitorial and custodial services, phone, data, and security.
CANCELLATION PROVISION:	The County may cancel any time and for any reason, by giving the Landlord 120 days' written notice prior to its effective date.
OTHER PROPERTIES EVALUATED:	N/A

Edward Marquez
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: June 2, 2015

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(F)(2)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(2)
6-2-15

RESOLUTION NO. _____

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF AN AMENDMENT TO LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND SUNNY MANAGEMENT, INC., A FLORIDA CORPORATION, AND ASSIGNMENT OF AND ASSUMPTION OF LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE STATE OF FLORIDA, DEPARTMENT OF HEALTH, MIAMI-DADE COUNTY HEALTH DEPARTMENT, WHICH LEASE WAS APPROVED BY THE BOARD PURSUANT TO RESOLUTION R-1157-08, FOR THE CONSTRUCTION OF A VACCINE STORAGE ROOM, TO BE UTILIZED BY THE STATE OF FLORIDA DEPARTMENT OF HEALTH, MIAMI-DADE COUNTY HEALTH DEPARTMENT, AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the terms of the Amendment to Lease Agreement between Miami-Dade County ("County") and Sunny Management, Inc., a Florida Corporation, with a total fiscal impact to the State of Florida Department of Health, estimated to be $31,080.00, for the construction of a vaccine storage room to be utilized by the State of Florida Department of Health pursuant to the terms of the Lease Agreement, which was previously approved by Resolution R-1157-08, in substantially the form attached hereto and made a part hereof as Attachment 1 and the Assignment and Assumption of Lease Agreement between the County and the State of Florida Department of Health, Miami-Dade County Health Department, in substantially the form

attached hereto as Attachment 2; authorizes the County Mayor, or the County Mayor's designee, to execute same, for and on behalf of Miami-Dade County; and authorizes the County Mayor, or the County Mayor's designee, to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman
Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of June, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. JRA

Juliette R. Antoine

AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement made this day of 2015, by and between SUNNY MANAGEMENT, INC., a Florida Corporation, hereinafter called the "LANDLORD," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "TENANT,"

WITNESSETH:

WHEREAS, by Resolution No. R-1157-08, adopted by the Miami-Dade Board of County Commissioners on November 20, 2008, the Board authorized a Lease Agreement ("Lease") between the above named parties for Premises located at 315 NW 27th Avenue, 301 NW 27th Avenue, 2069 NW 3rd Street, 2621 NW 3rd Street, and 302-304 NW 26th Street, Miami, Florida ("The Premises"); and

WHEREAS, the Rent Commencement Date of this Lease Agreement was June 17, 2009 and the Lease Agreement was for five (5) years with one (1) additional five (5) year renewal option period; and

WHEREAS, the Lease is in its first year, of the five-year renewal option period; and

WHEREAS, the Lease will expire on June 16, 2019; and

WHEREAS, both LANDLORD and TENANT are desirous of amending this Lease in order for LANDLORD to make improvements to the demised premises in behalf of TENANT; and

WHEREAS, by Resolution No. _____, adopted _____, 2014, the Board of County Commissioners has authorized this amendment of said Lease; and

NOW, THEREFORE, in consideration of the foregoing premises, and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The foregoing recitals and provisions are hereby adopted and incorporated herein to the Lease.

2. The following articles and paragraphs shall supersede and replace the referenced article and paragraph in the Lease as of the effective date:

   a. Article XIX "Improvements of the Demised Premises" is hereby amended and restated to read as follows:

   A. LANDLORD's WORK: Subject to the terms, conditions and covenants of this Lease Agreement, LANDLORD at its expense, shall complete and prepare the Demised Premises for TENANT's initial occupancy in good, workmanlike and in a timely manner. LANDLORD reserves the rights, however:

   1. to substitute materials of equivalent grade and quality when and if any material specified in the Plans shall not be readily and reasonably available;
   2. to make changes necessitated by conditions met in the course of construction, provided that TENANT's approval of any such change shall first be obtained (which approval shall not be unreasonably withheld or delayed so long as there shall be general conformity with the Plans); and
   3. to make changes as required by the local building department in order to obtain a building permit or Certificate of Occupancy.

   B. LANDLORD shall substantially complete all work and improvements as set forth in the Plans, as detailed in "Exhibits A and B", attached hereto, within ninety (90) calendar days of the full execution of this Lease Agreement.

Improvements to the Demised Premises shall be deemed substantially completed when all work is done in accordance with the palns and specifications notwithstanding the necessity to correct, adjust, or complete certain items ("Punch-List" items), so long as such corrections, adjustments, or completions do not impede TENANT from using and occupying the demised premises for the purposes intended, as expressed in the Plans. LANDLORD shall complete such Punch-List at its expense at a time mutually convenient to both parties.

C. LANDLORD shall not charge TENANT any construction supervision, management supervision, consultation, or other fees with respect to the construction of the improvements to the Demised Premises.

D. LANDLORD, at its own expense, shall be responsible for the following LANDLORD's work of construction and remodeling improvements:

1. Paint entire interior of the building, choice of colors to be approved by TENANT.
2. Paint entire outside of the building, choice of colors to be approved by TENANT.
3. Provide and install hurricane shutters on all windows and all doors of the building.
4. Remove carpeting in various offices and common areas and replace with vinyl flooring, choice to be approved by TENANT.
5. Reconstruct waiting room area, x-ray room and laboratory room, to be approved by TENANT.
6. Provide and install carpet with a commercial grade in specific offices, to be approved by TENANT.
7. Demolish two existing duplex structures under the following folio numbers 01-4103-033-2579 and 01-4103-033-2560; and replace with approximately 14 new parking spaces as described in Exhibit "B" of the lease agreement.
8. Construct an additional 1,420 square feet of storage space on the lot under folio number 01-4103-033-2570 to store medical records, to be approved by TENANT.
9. Provide and install a backup generator with an automatic transfer switch to accommodate physician and nurse areas, approximately 11 offices, to be approved by the TENANT.

10. Reconstruct billing area, medical records area, and employee lounge, as detailed in Exhibit "B".
11. Provide and install 15 sinks in 15 different offices, as approved by the TENANT.
12. Provide TENANT with (5) five sets of keys for the building.

E. TENANT at TENANT's expense, shall have the right to request additional tenant improvements from the LANDLORD to accommodate TENANT's needs such improvements, shall not to exceed thirty-one thousand eighty dollars and 00/100 ($31,080.00). TENANT has requested additional tenant improvements inclusive of:

1. Backup generator;
2. Vaccination room; and
3. Freezer.

LANDLORD has agreed to make the tenant improvements requested by the TENANT, in accordance with the two (2) proposals provided by the LANDLORD, and approved by the TENANT, attached hereto and made a part of this Amendment to Lease Agreement as "Exhibits C and D".

TENANT shall reimburse the LANDLORD the sum of thirty-one thousand eighty dollars and 00/100 ($31,080.00), for the additional tenant improvements, payable in two (2) equal installments of fifteen thousand five-hundred forty dollars and 00/100 ($15,540.00), as follows:

i) the first lump-sum payment to be disbursed upon approval of the proposal and floors plan; and
ii) the second lump-sum payment to be disbursed upon completion of work and punch-list items, if any.

All work performed by the LANDLORD shall be performed in accordance with all applicable governing codes and ordinances.

In all other respects said Lease shall remain in full force and effect in accordance with the terms and conditions specified therein.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the LANDLORD and TENANT have caused this Amendment to Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

(CORPORATE SEAL)

BY: SUNNY MANAGEMENT,INC.
A FLORIDA CORPORATION

_____
WITNESS

By:_____
Frank Lopez
President

_____
WITNESS

(LANDLORD)

(OFFICIAL SEAL)

MIAMI-DADE COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By:_____
Carlos A. Gimenez
Mayor

ATTEST:
HARVEY RUVIN, CLERK

(TENANT)

By:_____
Deputy Clerk

Approved by the County Attorney as to
form and legal sufficiency:_____

IN WITNESS WHEREOF, the LANDLORD and TENANT have caused this Amendment to Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

(CORPORATE SEAL)

BY: SUNNY MANAGEMENT,INC.
A FLORIDA CORPORATION

WITNESS

By:
Frank Lopez
President

WITNESS

(LANDLORD)

(OFFICIAL SEAL)

MIAMI-DADE COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

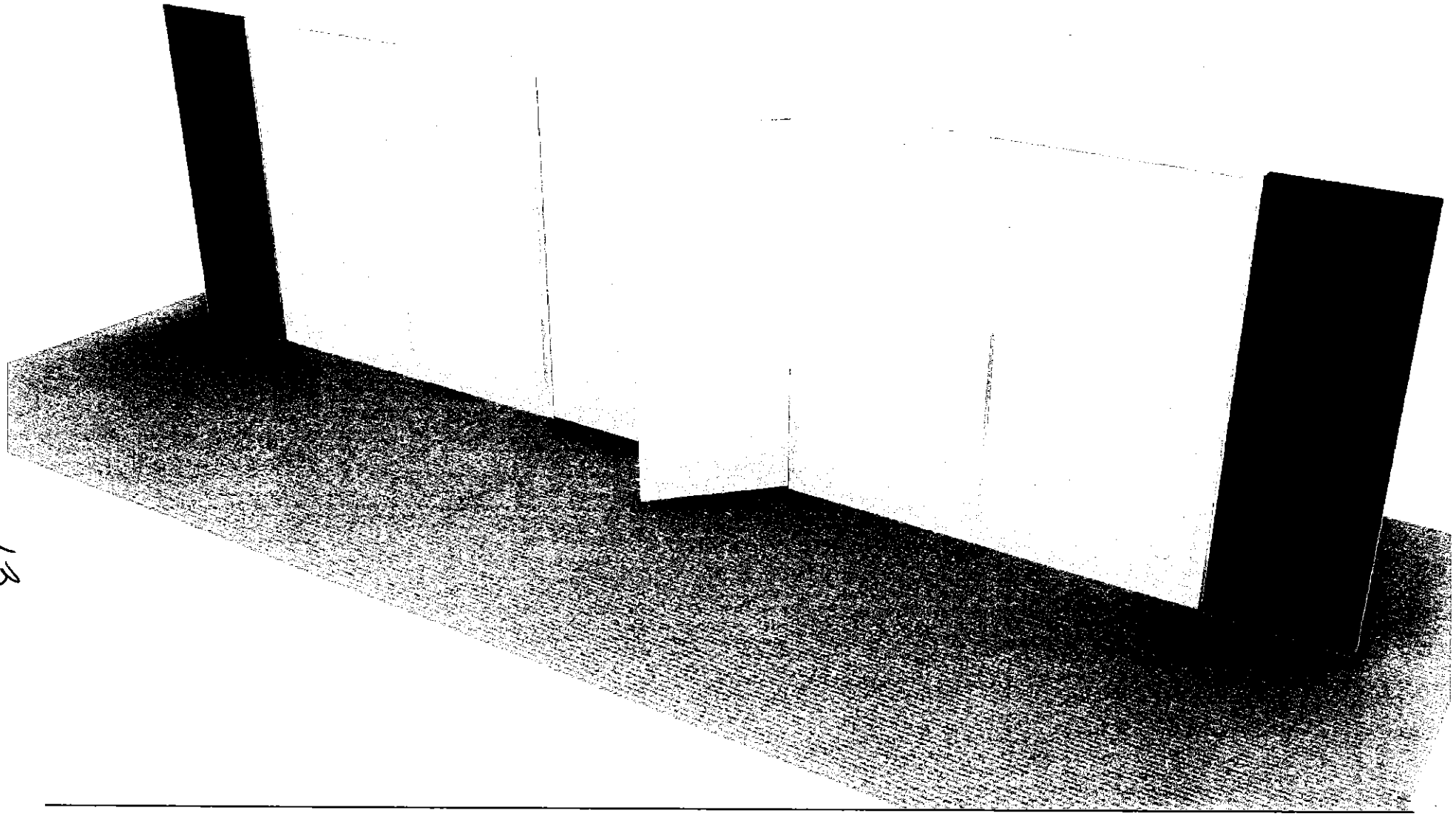
By:
Carlos A. Gimenez
Mayor

ATTEST:
HARVEY RUVIN, CLERK

(TENANT)

By:
Deputy Clerk

Approved by the County Attorney as to
form and legal sufficiency:



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Miami Dade County Health Department: MDH-Vaccine Room

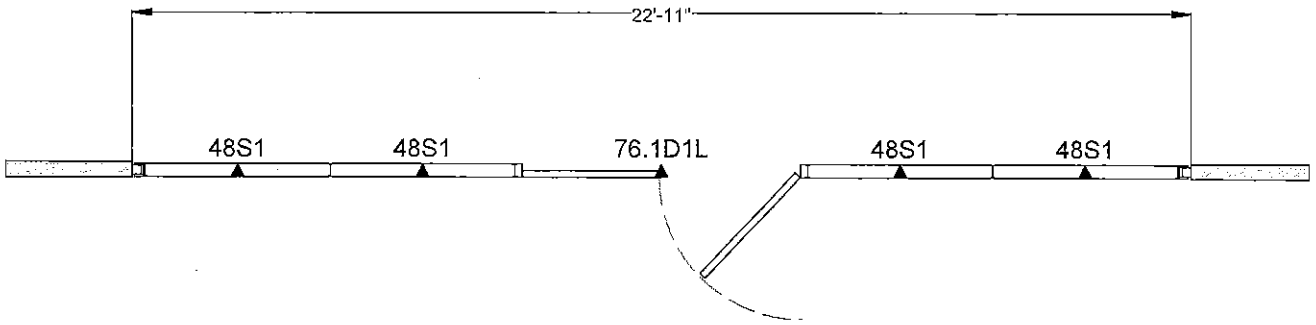
Russell, Scott

Furnishing Knowledge®

DRAWING #: 205478SE_W_000.cmdrw DATE: 2/21/2014

BY: Andy Dahlheimer

EXHIBIT "A"



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Miami Dade County Health Department: MDH-Vaccine Room

Russell, Scott

Furnishing Knowledge®

DRAWING #: 205478SE_W_000.cmdrw DATE: 2/21/2014

BY: Andy Dahlheimer

GENIUS PROJECT NOTES	
CEILING HEIGHT:	96"
CEILING GRID TYPE:	HDW 15/16" EXPOSED T-CEILING
FLOOR TYPE:	TILE
SEISMIC KIT W/ ESCUTCHEON PLATE:	NO
HANG ON COMPONENTS:	NO
GENIUS TRIM TYPES	
4" BASE COVER	P1 BIRCH BARK
RECESSED CEILING RAIL	P1 BIRCH BARK
DOOR AND GLAZING TRIM	P1 BIRCH BARK
WALL POST BACK COLOR	P1 BIRCH BARK
GENIUS RECESSED CONNECTOR	SEAGULL WHITE
FINISH SUMMARY	
FINISH TYPE	FINISH CODE
DURATEK D1 DURATEK BIRCH BARK	FS-1362-2
POWDERCOAT P1 BIRCH BARK	P438-BQ
DOOR HANDLE HARDWARE TYPES	
GENIUS DOUBLE BUTT HINGED	CYL, PREP ONLY, , 38.00", , NO STOP
LINEAL FOOTAGE LEGEND	
GENIUS	
TOTAL	22'11"
NEW	22'11"

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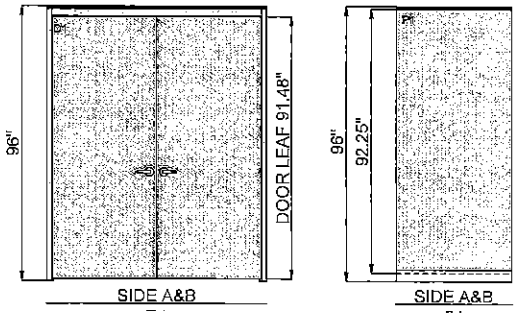
Miami Dade County Health Department: MDH-Vaccine Room

Russell, Scott

Furnishing Knowledge®

DRAWING #: 205478SE_W_000.cmdrw DATE: 2/21/2014

BY: Andy Dahlheimer



Scale: 3/16" = 1'

KI DOOR SCHEDULE							
HARDWARE SETS							
	B.						
FRAME STYLE:	GENIUS DOUBLE BUTT HINGED						
HANDLE HARDWARE:	CYL PREP ONLY						
HANDLE FINISH:							
STRIKE HEIGHT:	38.00"						
DOOR STOP:	NO STOP						
MISC:	PREP ONLY						
MISC:	PREP ONLY						
DOOR SCHEDULE							
DOOR #	ROOM	TAG	HAND	HARDWARE SET	DOOR FRAME	DOOR LEAF	DOOR LEAF FINISH
1	N/A	D1	LH	B. - 4 PAIR HINGES	YYBF - GENIUS BUTT HINGED DOOR	WOOD SOLID DOOR	DURATEK BIRCH BARK

Miami Dade County Health Department: MDH-Vaccine Room

Russell, Scott

Furnishing Knowledge®

DRAWING #: 205478SE_W_000.cmdrw DATE: 2/21/2014

BY: Andy Dahlheimer

KI Wall Quotation

Project Name: Miami Dade County Health Department: MDH-Vaccine Room Quote #: 205478SE_W_00

Creation Date: 02/21/2014
Revised Date: 02/21/2014
KI Rep Name: Russell, Scott
KI Rep #: 40503
Market Code: Health Care Market - 3
Contract used:

Sold To:
Company:
Contact:
Address:
City:
State:
Zip:

Exp. Date: 05/20/2014
Prepared By: Andy Dahlheimer
Quote Request Receipt Date: 02/17/2014
Unconfirmed Ceil Ht.: 96"
Std Panel Module: Genius
Drawing #: 205478SE_W_000

Ship To:
Company: Miami Dade County Health Department: MI
Contact:
Address:
City: Miami
State: FL
Zip: 33125

Part Number	Description	List	Sell %	Ext. Sell
KI Genius Walls	23 Lineal feet of Wall			$4,689.67

Components	**$4,689.67**
KI Installation (Non Union)	$1,164.60
KI Freight	$1,340.85
KI Attic Stock Percentage (0%)	$0.00
Sales Tax - Material	$0.00
Sales Tax - Installation (Non Union)	$0.00
Sales Tax - Freight	$0.00
Total	**$7,195.12**

If sales tax field shows $0, then sales tax is not included in project price. Purchase orders and subcontracts will require applicable sales tax to be added by the issuer, unless an exemption certificate is presented to KI.
If purchase order or subcontract is taxable and applicable taxes are not added, KI will require a change order for the appropriate amount.

GENIUS NOTES

Onity lock is not quoted, quote reflects standard door leaf prep only for a cylindrical Lockset.

Pricing for the Onity Lockset can be determined once specs are submitted.

- Installation and delivery is based on Non Union straight wage with no-charge access and exclusive use of unloading docks and elevators capable of accommodating 5 panels. If elevators cannot accommodate KI Wall panels, additional installation charges will apply including but not limited to:
  :- Coordination, scheduling, and payment of any necessary costs for hoisting, elevators, crane time, and all associated operations, flaggers, riggers, and traffic control.
  :- Coordination, implementation and costs for removal, protection, and/or installation of exterior windows to facilitate stocking and debris removal.

- All areas shall be free and clear of other trades prior to commencement of installation. Following installation, the general contractor must provide protection, Quality Control sign-off and facilitate product replacement, installation repairs and trade back charges. If the following items are the result of changes caused by the General Contractor, additional changes will be assessed:
  :- Crew scaling charges for down time and remobilization minimum eight hour per man charge per occurrence.
  :- Production loss and crew over staffing and reduction due to schedules and delivery impacts.
  :- Overtime premiums for schedule delays or adjustments regardless of the basis (unless directly attributed to KI).
  :- Interior and exterior logistical coordination (parking shuttles, ramps, and platforms, product lay down, phased work areas, etc.).
  :- Jurisdictional requirement/charges (wall bracing and seismic supports or any other changes not detailed and approved.
  :- Relocation of cut stations due to site logistics and scheduling.

- ASCE Standard-7, Section 13.5.8: Additional installation services and hardware charges will be added to the price stated above in the event compliance with Section 13.5.8 of the ASCE Standard 7-05 (2005) (or any successor or replacement code or section thereto) is required or requested by customer or local inspectors. Customer agrees that customer shall be responsible for determining whether compliance with ASCE Standard 7-05, 13.5.8 is required and shall communicate any such requirements to KI no less than 2 weeks prior to commencement of installation. **At the time of this quote, project specific signed and sealed structural calculations and/or drawings were not a requirement. This quote does not include the engineering fees for project specific signed and sealed structural calculations and/or drawings. If project specific signed and sealed structural calculations and /or drawings are required we can provide them for an additional fee.**

- Building/Construction permits, if required, are by customer. KI recommends that the customer consults with their local building code department.

- Please reference KIs Power/Data Instruction manual which details standard power/data configurations and locations. Limiting panel types and the number of configurations of electrical/data/strobes/thermostats/light switch cutouts, or boxes in the panels, will simplify future reconfigurations and make for a more efficient use of your KI Wall System.

- The lead-time consists of 6 weeks for Genius standard product or 8 weeks for Lightline standard product plus additional lead-time required for custom or tailored solutions. The lead-time begins upon receipt of approved drawings and submittals. A firm ship date will be acknowledged within 72 hours upon receipt of this information. Submittal information includes a ceiling height guarantee, finish selection approval, shop drawing approval, and receipt of verified field dimensions or equivalent "hold-to" dimension sign-off. Building conditions/construction, including and not limited to dry wall and ceilings, must be completed within 6 weeks of the requested ship date of the KI product. This allows for timely custom engineering and fabrication. If areas are unavailable prior to 6 weeks of the ship date, the KI product may require split shipment and are subject to additional freight and installation charges. The customer may sign-off on and take responsibility for "hold-to" dimensions to avoid project delays.

:- Standard Lead-time	6 weeks
:- Additional Custom/Tailored Product Lead-time	0 weeks
:- Total Lead-time	6 weeks

Lead-time Milestones

Purchase Order Receipt	START
Layout Drawing Development	5 Business Days
Drawing and Finish Approval, Verified Field Dimensions	5 - 10 Business Days
Order Release and Manufacturing Lead-time	6 weeks
Delivery	3 - 5 Business Days
Installation (500 LNF per week)	

Additional Information

1. **Any applicable sales or other tax will be added upon invoicing.** If you are tax exempt, please provide a copy of a valid tax exemption certificate with your purchase order.
2. All products listed above will be manufactured in accordance with KI specifications. Finishes will be standard unless stated otherwise.
3. The first and last page of this quote must accompany you company's purchase order and the quote number must be referenced in the body of the purchase order to ensure accurate and timely entry of the product and pricing. Without this information **there may be delays in entry, manufacturing, delivery, and installation of the product. In addition, if this is the first time you are ordering from KI, please include a tax exempt certificate, if applicable, and contact your sales rep for proper account activation.**
4. KI requires a valid purchase order to be printed on an official company document and signed by an authorized agent of your company. The purchase order should stipulate exactly the merchandise or service to be transacted by quantity, stock keeping unit (SKU), and price. KI will not accept a quotation or quote worksheet as the basis of an order unless it is specifically referenced in the purchase order. In the event that a customer does not issue standard purchase orders, then all quotes or quote worksheets must be accompanied by a statement on an official company document (letterhead will suffice) authorizing KI to proceed with an order as documented on a quote. Signatures on the quote or worksheet will not be adequate to an order. Order requests received that do not meet these minimum requirements will likely result in delays to the entry, manufacturing and shipping of the product. **Please issue all purchase orders to KI at the below address and fax the order to KI at the fax number listed below or to the Send PO To: company specified below.**
5. Please refer to KI's Acknowledgement or www.ki.com/warranty for a complete version of KI's Terms and Conditions and Warranties. Non-Standard items are not returnable and not cancelable. The warranty on non-standard product is one year. Modification to U.L. Listed products eliminates the listing. Product will not have U.L. Listing labels unless specifically spelled out in the quote.
6. KI's standard credit terms are Net 30 days. It is the policy of KI to grant the extension of credit to those customers who meet or exceed predetermined base line credit worthiness requirements as established by KI. Ki reserves the right to modify credit terms at its discretion.
7. Leasing Provisions - The first and last monthly payments are required at the time of signing. Lease quotations subject to IFC credit approval. Rates are based upon current market and subject to change of notice.
8. Freight and Fuel surcharge - KI reserves the right to apply a Freight and Fuel surcharge to customer orders. This may vary over time due to prevailing economic conditions. The freight and fuel surcharge on this quote is an estimate. The final fuel surcharge fee will be determined at the time the order is placed.
9. Drawings provided in this quote are for pricing and specification review only. Formal shop drawing submittals are generated upon purchase order receipt, and lead-times begin after drawing approval, verified field dimensions, and finish approvals are received.

Issue PO To:	KI (Krueger International) 1330 Bellevue Street Green Bay, WI 54302 Phone: 800-454-9796 Fax: 800-405-2264 Website: http://www.ki.com	Send PO To:	KI (Krueger International) 1330 Bellevue Street Green Bay, WI 54302 Phone: 800-454-9796 Fax: 800-405-2264 Website: http://www.ki.com

Purchase Order Requirements

Project: Miami Dade County Health Department: MDH-Vaccine Room

Sold to
Company name:
Contact Person:
Contact Phone:
Contact Fax:

Distributor
Company name:
Salesman:
Salesman Phone:
Salesman Fax:

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

1. All purchase orders must be issued to KI or KI c/o the dealer with this address: 1A KI, 1330 Bellevue Street, Green Bay, WI 54302

2. The following items must be included on all purchase orders:
   - -Sold To/Bill To Information: complete legal name, address, telephone number and fax number 2A
   - -Ship To Information: complete legal name, address, contact name, contact phone number 2B
   - -Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number 2C
   - -Issue Date: date the purchase order was issued 2D
   - -Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI 2E
   - -Purchase Order Total: total of all items and services included on the purchase order 2F
   - -Authorization: signature of authorized purchasing agent or buying entity 2G
   - -Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below 2H
     - -Quantity of each item
     - -Complete model number, including all finish and option information (by line item)
     - -Net purchase price (by line item)
     - -Extended net purchase price (all line items)
     - -Any additional applicable charges (ex: installation and/or delivery charges)
     - -Contract name and/or number if pricing is based on a contract reference

3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.

4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.

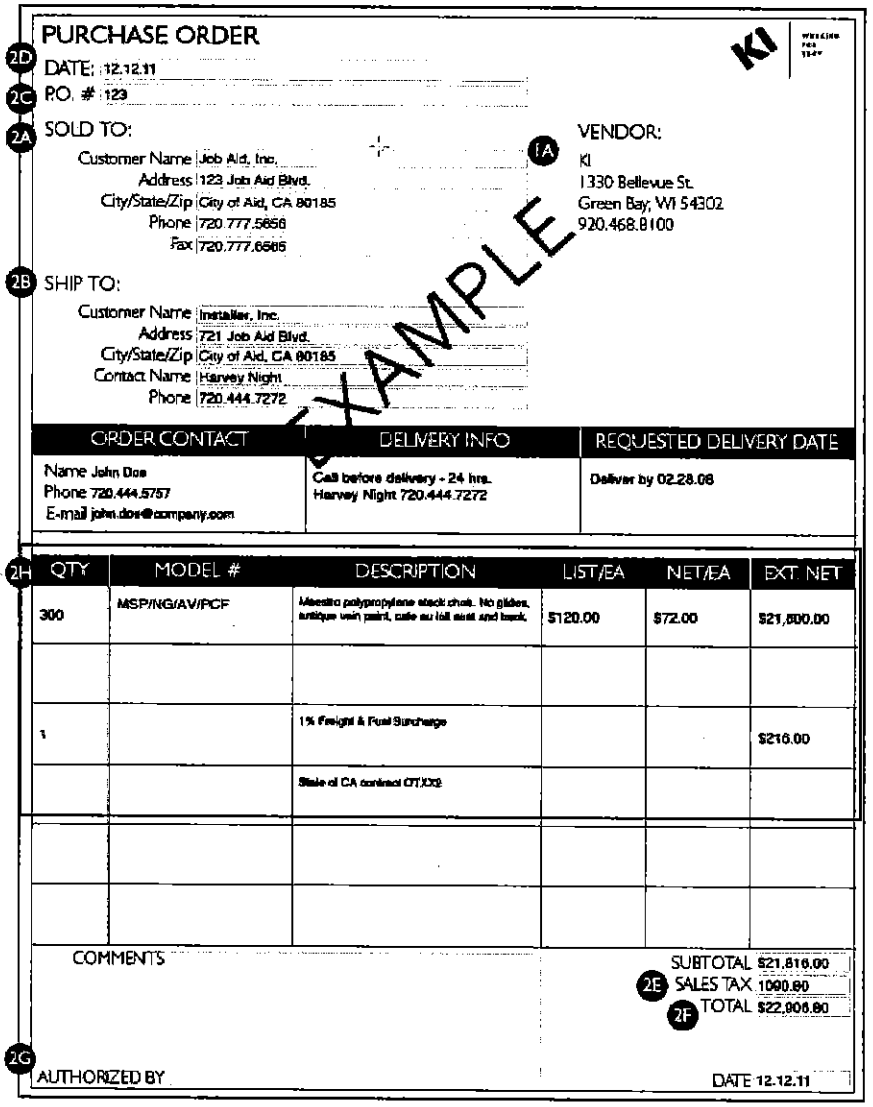
Order contact, delivery Information and Request delivery information can be on your P.O. or P.O. cover page.

Please review KI Terms & Conditions.

If your order contains C.O.M. (customers own material) please see KI Terms & Conditions and KIs COM Shipping Location guide.

DOWNLOAD KI TERMS & CONDITIONS
DOWNLOAD SUBMITTING AN ORDER INSTRUCTIONS
DOWNLOAD COM SHIPPING LOCATION GUIDE
DOWNLOAD THE PURCHASE ORDER COVER SHEET
DOWNLOAD THE QUICKSHIP COVER SHEET

To download the documents above go to http://www.ki.com/about/corporate/order.aspx



PURCHASE ORDER

2D DATE: 12.12.11
2C P.O. # 123

2A SOLD TO:
Customer Name: Job Aid, Inc.
Address: 123 Job Aid Blvd.
City/State/Zip: City of Aid, CA 90185
Phone: 720.777.5656
Fax: 720.777.6565

1A VENDOR:
KI
1330 Bellevue St.
Green Bay, WI 54302
920.468.8100

2B SHIP TO:
Customer Name: Installer, Inc.
Address: 721 Job Aid Blvd.
City/State/Zip: City of Aid, CA 90185
Contact Name: Harvey Night
Phone: 720.444.7272

EXAMPLE

ORDER CONTACT	DELIVERY INFO	REQUESTED DELIVERY DATE
Name John Doe Phone 720.444.5757 E-mail john.doe@company.com	Call before delivery - 24 hrs. Harvey Night 720.444.7272	Deliver by 02.28.08

2H

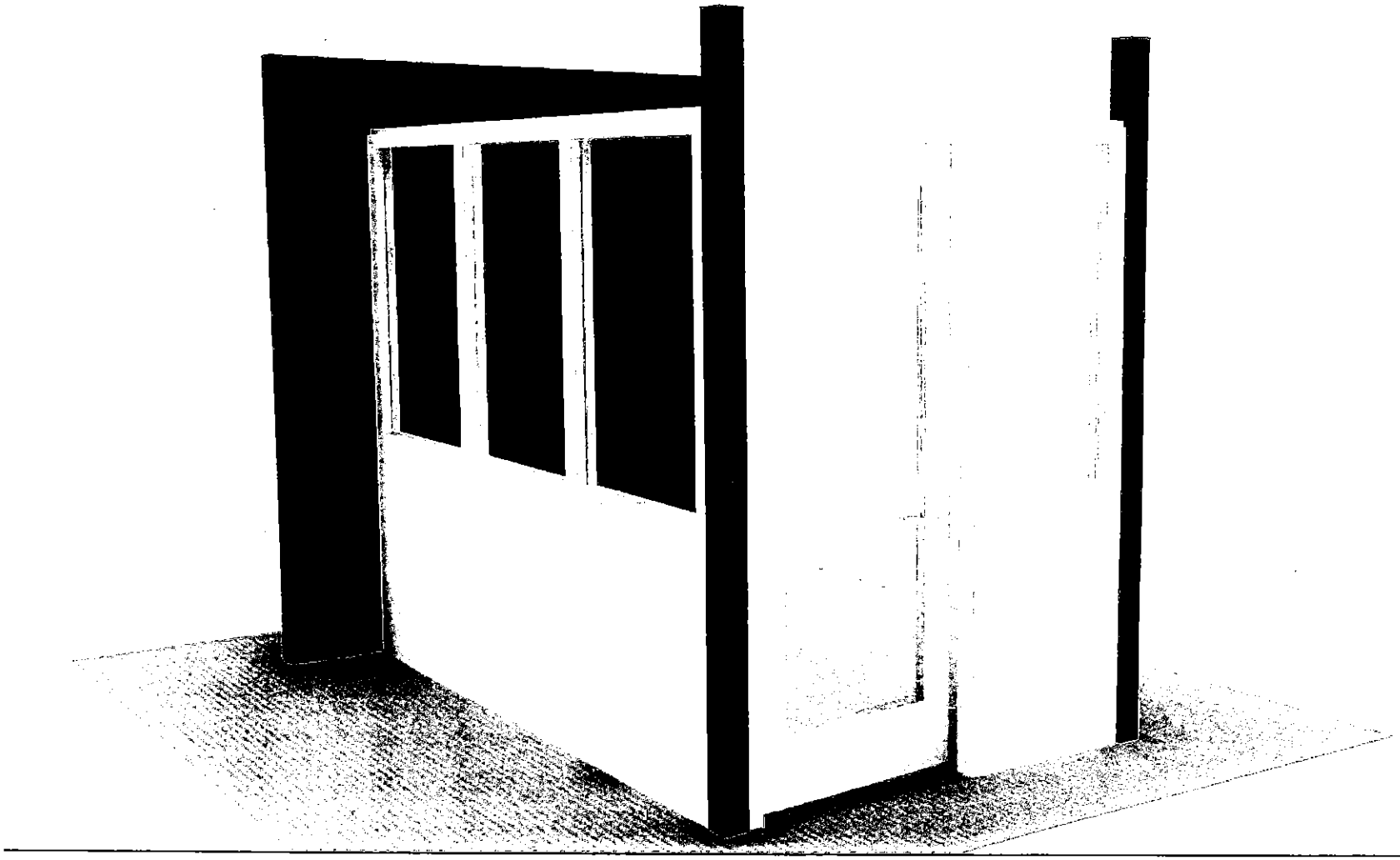
QTY	MODEL #	DESCRIPTION	LIST/EA	NET/EA	EXT. NET
300	MSP/NG/AV/PCF	Maestro polypropylene stack chair. No glides, antique vein paint, cafe au lait seat and back.	$120.00	$72.00	$21,600.00
1		1% Freight & Fuel Surcharge			$216.00
		State of CA contract OTXXX			

COMMENTS

SUBTOTAL $21,816.00
2E SALES TAX 1090.80
2F TOTAL $22,906.80

2G AUTHORIZED BY

DATE 12.12.11



Miami Dade County Health Department: MDC Health Supervisor Office 27th ave

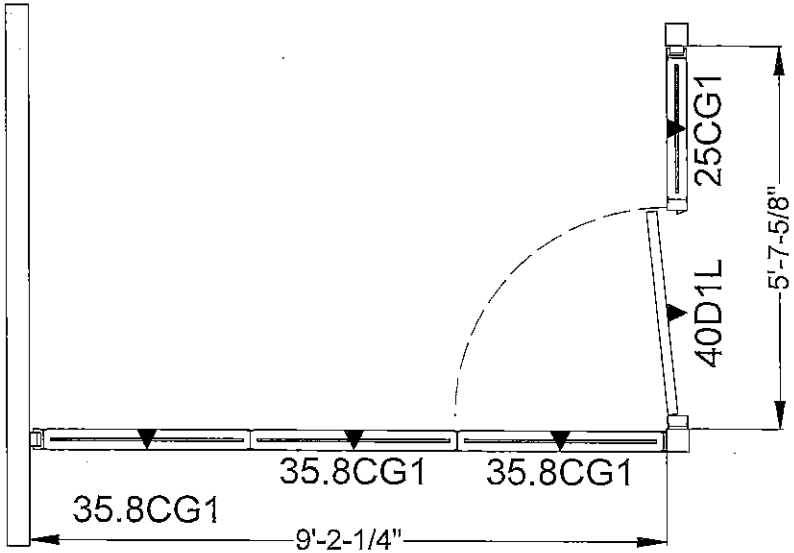
Russell, Scott

Furnishing Knowledge®

EXHIBIT "B"

DRAWING #: 205479SE_W_00.cmdrw DATE: 2/21/2014

BY: Andy Dahlheimer



Scale: 3/8" = 1'

Miami Dade County Health Department: MDC Health Supervisor Office 27th ave

Russell, Scott

Furnishing Knowledge®

DRAWING #: 205479SE_W_00.cmdrw DATE: 2/21/2014

BY: Andy Dahlheimer

GENIUS PROJECT NOTES	
CEILING HEIGHT:	95.75"
CEILING GRID TYPE:	HDW 15/16" EXPOSED T-CEILING
FLOOR TYPE:	TILE
SEISMIC KIT W/ ESCUTCHEON PLATE:	NO
HANG ON COMPONENTS:	NO
GENIUS TRIM TYPES	
4" BASE COVER	P1 BIRCH BARK
RECESSED CEILING RAIL	P1 BIRCH BARK
DOOR AND GLAZING TRIM	P1 BIRCH BARK
WALL POST BACK COLOR	P2 STANDARD TBD
GENIUS FLUSH CONNECTOR	P1 BIRCH BARK
FINISH SUMMARY	
FINISH TYPE	FINISH CODE
GLASS (TEXTURE TO INSIDE IF APPLICABLE) G1 CLEAR TBD	TBD1
POWDERCOAT P1 BIRCH BARK P2 STANDARD TBD	P438-BQ TBD1
DOOR HANDLE HARDWARE TYPES	
GENIUS BUTT HINGED	CYL, PREP ONLY, , 36.00", , NO STOP
LINEAL FOOTAGE LEGEND	
GENIUS	
TOTAL	14'9.88"
NEW	14'9.88"

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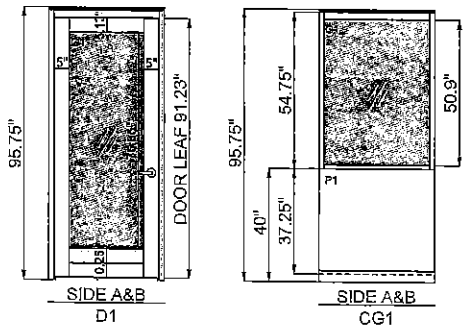
Miami Dade County Health Department: MDC Health Supervisor Office 27th ave

Russell, Scott

Furnishing Knowledge®

DRAWING #: 205479SE_W_00.cmdrw DATE: 2/21/2014

BY: Andy Dahlheimer



Scale: 3/16" = 1'

KI DOOR SCHEDULE							
HARDWARE SETS							
	A.						
FRAME STYLE:	GENIUS BUTT HINGED						
HANDLE HARDWARE:	CYL PREP ONLY						
HANDLE FINISH:							
STRIKE HEIGHT:	38.00"						
DOOR STOP:	NO STOP						
DOOR SCHEDULE							
DOOR #	ROOM #	TAG	HAND	HARDWARE SET	DOOR FRAME	DOOR LEAF	DOOR LEAF FINISH
1	N/A	D1	LH	A. - 2 PAIR HINGES	YBF - GENIUS BUTT HINGED DOOR	ALUMINUM GLASS DOOR	STANDARD TBD

Miami Dade County Health Department: MDC Health Supervisor Office 27th ave

Russell, Scott

Furnishing Knowledge®

DRAWING #: 205479SE_W_00.cmdrw DATE: 2/21/2014

BY: Andy Dahlheimer

KI Wall Quotation

Project Name: Miami Dade County Health Department: MDC Health Supervisor Office 27th ave

Quote #: 205479SE_W_00

Creation Date: 02/21/2014
Revised Date: 02/21/2014
KI Rep Name: Russell, Scott
KI Rep #: 40503
Market Code: Health Care Market - 3
Contract used:

Sold To:
Company:
Contact:
Address:
City:
State:
Zip:

Exp. Date: 05/21/2014
Prepared By: Andy Dahlheimer
Quote Request Receipt Date: 02/17/2014
Unconfirmed Ceil Ht.: 95.75"
Std Panel Module: Genius
Drawing #: 205479SE_W_00

Ship To:
Company: Miami Dade County Health Department: MI
Contact:
Address:
City: Miami
State: FL
Zip: 33125

Part Number	Description	List	Sell %	Ext. Sell
KI Genius Walls	15 Lineal feet of Wall			$4,482.29

Components at Florida State Contract Pricing	**$4,482.29**
KI Installation (Non Union)	$746.10
KI Film Installation	$0.00
KI Freight	$1,150.00
KI Sales Tax - Material (0%)	$0.00
KI Sales Tax - Install (0%)	$0.00
KI Sales Tax - Freight (0%)	$0.00
Total	**$6,378.39**

If sales tax field shows $0, then sales tax is not included in project price. Purchase orders and subcontracts will require applicable sales tax to be added by the issuer, unless an exemption certificate is presented to KI.
If purchase order or subcontract is taxable and applicable taxes are not added, KI will require a change order for the appropriate amount.

GENIUS NOTES

Onity Lockset is not included in this quote.

Quote includes door leaf prep only for a standard cylindrical lockset.

If Projects #'s 205478 & 205479 are shipped together, one freight charge of $1,340.85 would apply.

- Installation and delivery is based on Non Union straight wage with no-charge access and exclusive use of unloading docks and elevators capable of accommodating 5 panels. If elevators cannot accommodate KI Wall panels, additional installation charges will apply including but not limited to:
  :- Coordination, scheduling, and payment of any necessary costs for hoisting, elevators, crane time, and all associated operations, flaggers, riggers, and traffic control.
  :- Coordination, implementation and costs for removal, protection, and/or installation of exterior windows to facilitate stocking and debris removal.

- All areas shall be free and clear of other trades prior to commencement of installation. Following installation, the general contractor must provide protection, Quality Control sign-off and facilitate product replacement, installation repairs and trade back charges. If the following items are the result of changes caused by the General Contractor, additional changes will be assessed:
  :- Crew scaling charges for down time and remobilization minimum eight hour per man charge per occurrence.
  :- Production loss and crew over staffing and reduction due to schedules and delivery impacts.
  :- Overtime premiums for schedule delays or adjustments regardless of the basis (unless directly attributed to KI).
  :- Interior and exterior logistical coordination (parking shuttles, ramps, and platforms, product lay down, phased work areas, etc.).
  :- Jurisdictional requirement/charges (wall bracing and seismic supports or any other changes not detailed and approved.
  :- Relocation of cut stations due to site logistics and scheduling.

- ASCE Standard-7, Section 13.5.8: Additional installation services and hardware charges will be added to the price stated above in the event compliance with Section 13.5.8 of the ASCE Standard 7-05 (2005) (or any successor or replacement code or section thereto) is required or requested by customer or local inspectors. Customer agrees that customer shall be responsible for determining whether compliance with ASCE Standard 7-05, 13.5.8 is required and shall communicate any such requirements to KI no less than 2 weeks prior to commencement of installation. **At the time of this quote, project specific signed and sealed structural calculations and/or drawings were not a requirement. This quote does not include the engineering fees for project specific signed and sealed structural calculations and/or drawings. If project specific signed and sealed structural calculations and /or drawings are required we can provide them for an additional fee.**

- Building/Construction permits, if required, are by customer. KI recommends that the customer consults with their local building code department.

- Please reference KIs Power/Data Instruction manual which details standard power/data configurations and locations. Limiting panel types and the number of configurations of electrical/data/strobes/thermostats/light switch cutouts, or boxes in the panels, will simplify future reconfigurations and make for a more efficient use of your KI Wall System.

- The lead-time consists of 6 weeks for Genius standard product or 8 weeks for Lightline standard product plus additional lead-time required for custom or tailored solutions. The lead-time begins upon receipt of approved drawings and submittals. A firm ship date will be acknowledged within 72 hours upon receipt of this information. Submittal information includes a ceiling height guarantee, finish selection approval, shop drawing approval, and receipt of verified field dimensions or equivalent "hold-to" dimension sign-off. Building conditions/construction, including and not limited to dry wall and ceilings, must be completed within 6 weeks of the requested ship date of the KI product. This allows for timely custom engineering and fabrication. If areas are unavailable prior to 6 weeks of the ship date, the KI product may require split shipment and are subject to additional freight and installation charges. The customer may sign-off on and take responsibility for "hold-to" dimensions to avoid project delays.

:- Standard Lead-time	6 weeks
:- Additional Custom/Tailored Product Lead-time	0 weeks
:- Total Lead-time	6 weeks

Lead-time Milestones	**START**
Purchase Order Receipt	5 Business Days
Layout Drawing Development	5 - 10 Business Days
Drawing and Finish Approval, Verified Field Dimensions	6 weeks
Order Release and Manufacturing Lead-time	3 - 5 Business Days
Delivery	
Installation (500 LNF per week)	

Additional Information

1. **Any applicable sales or other tax will be added upon invoicing.** If you are tax exempt, please provide a copy of a valid tax exemption certificate with your purchase order.
2. All products listed above will be manufactured in accordance with KI specifications. Finishes will be standard unless stated otherwise.
3. The first and last page of this quote must accompany you company's purchase order and the quote number must be referenced in the body of the purchase order to ensure accurate and timely entry of the product and pricing. Without this information **there may be delays in entry, manufacturing, delivery, and installation of the product. In addition, if this is the first time you are ordering from KI, please include a tax exempt certificate, if applicable, and contact your sales rep for proper account activation.**
4. KI requires a valid purchase order to be printed on an official company document and signed by an authorized agent of your company. The purchase order should stipulate exactly the merchandise or service to be transacted by quantity, stock keeping unit (SKU), and price. KI will not accept a quotation or quote worksheet as the basis of an order unless it is specifically referenced in the purchase order. In the event that a customer does not issue standard purchase orders, then all quotes or quote worksheets must be accompanied by a statement on an official company document (letterhead will suffice) authorizing KI to proceed with an order as documented on a quote. Signatures on the quote or worksheet will not be adequate to an order. Order requests received that do not meet these minimum requirements will likely result in delays to the entry, manufacturing and shipping of the product. **Please issue all purchase orders to KI at the below address and fax the order to KI at the fax number listed below or to the Send PO To: company specified below.**
5. Please refer to KI's Acknowledgement or www.ki.com/warranty for a complete version of KI's Terms and Conditions and Warranties. Non-Standard items are not returnable and not cancelable. The warranty on non-standard product is one year. Modification to U.L. Listed products eliminates the listing. Product will not have U.L. Listing labels unless specifically spelled out in the quote.
6. KI's standard credit terms are Net 30 days. It is the policy of KI to grant the extension of credit to those customers who meet or exceed predetermined base line credit worthiness requirements as established by KI. Ki reserves the right to modify credit terms at its discretion.
7. Leasing Provisions - The first and last monthly payments are required at the time of signing. Lease quotations subject to IFC credit approval. Rates are based upon current market and subject to change of notice.
8. Freight and Fuel surcharge - KI reserves the right to apply a Freight and Fuel surcharge to customer orders. This may vary over time due to prevailing economic conditions. The freight and fuel surcharge on this quote is an estimate. The final fuel surcharge fee will be determined at the time the order is placed.
9. Drawings provided in this quote are for pricing and specification review only. Formal shop drawing submittals are generated upon purchase order receipt, and lead-times begin after drawing approval, verified field dimensions, and finish approvals are received.

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Issue PO To:

KI (Krueger International)
1330 Bellevue Street
Green Bay, WI 54302
Phone: 800-454-9796
Fax: 800-405-2264
Website: http://www.ki.com

Send PO To:

KI (Krueger International)
1330 Bellevue Street
Green Bay, WI 54302
Phone: 800-454-9796
Fax: 800-405-2264
Website: http://www.ki.com

Purchase Order Requirements

Project: Miami Dade County Health Department: MDC Health Supervisor Office 27th ave

Sold to
Company name:
Contact Person:
Contact Phone:
Contact Fax:

Distributor
Company name:
Salesman:
Salesman Phone:
Salesman Fax:

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

1. All purchase orders must be issued to KI or KI c/o the dealer with this address: **1A** KI, 1330 Bellevue Street, Green Bay, WI 54302

2. The following items must be included on all purchase orders:
   - -Sold To/Bill To Information: complete legal name, address, telephone number and fax number **2A**
   - -Ship To Information: complete legal name, address, contact name, contact phone number **2B**
   - -Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number **2C**
   - -Issue Date: date the purchase order was issued **2D**
   - -Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI **2E**
   - -Purchase Order Total: total of all items and services included on the purchase order **2F**
   - -Authorization: signature of authorized purchasing agent or buying entity **2G**
   - -Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below **2H**
     - -Quantity of each item
     - -Complete model number, including all finish and option information (by line item)
     - -Net purchase price (by line item)
     - -Extended net purchase price (all line items)
     - -Any additional applicable charges (ex: installation and/or delivery charges)
     - -Contract name and/or number if pricing is based on a contract reference

3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.

4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.

Order contact, delivery Information and Request delivery information can be on your P.O. or P.O. cover page.

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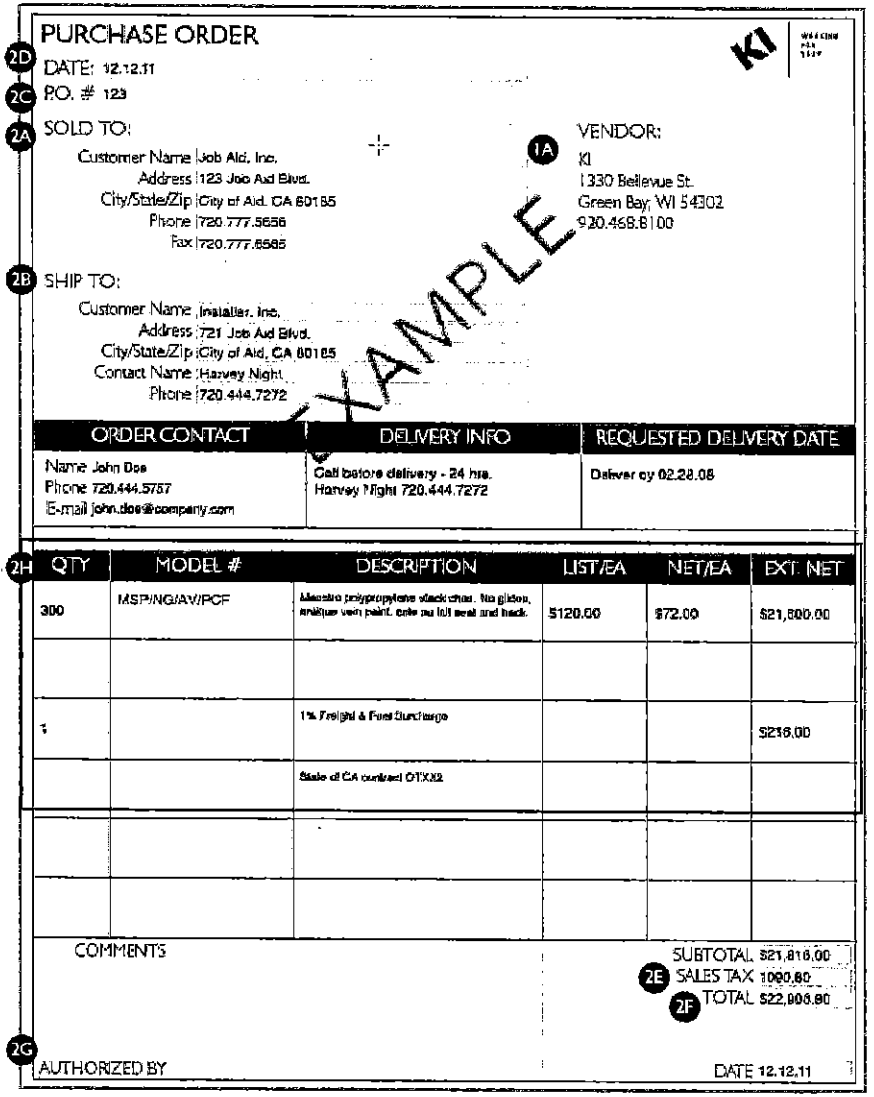

PURCHASE ORDER

2D DATE: 12.12.11
2C P.O. # 123

2A SOLD TO:
Customer Name: Job Aid, Inc.
Address: 123 Job Aid Blvd.
City/State/Zip: City of Aid, CA 60185
Phone: 720.777.5656
Fax: 720.777.5585

1A VENDOR:
KI
1330 Bellevue St.
Green Bay, WI 54302
920.468.8100

2B SHIP TO:
Customer Name: Installer, Inc.
Address: 721 Job Aid Blvd.
City/State/Zip: City of Aid, CA 60185
Contact Name: Harvey Night
Phone: 720.444.7272

SAMPLE

ORDER CONTACT	DELIVERY INFO	REQUESTED DELIVERY DATE
Name: John Doe Phone: 720.444.5757 E-mail: john.doe@company.com	Call before delivery - 24 hrs. Harvey Night 720.444.7272	Deliver by 02.28.08

2H QTY	MODEL #	DESCRIPTION	LIST/EA	NET/EA	EXT. NET
300	MSP/NG/AV/PCF	Mesmo polypropylene stack chair. No glides, arms/no vein paint. side as full seat and back.	$120.00	$72.00	$21,600.00
1		1% Freight & Fuel Surcharge			$216.00
		State of CA contract OTXX2			

COMMENTS

SUBTOTAL $21,816.00
2E SALES TAX 1080.80
2F TOTAL $22,896.80

2G AUTHORIZED BY

DATE 12.12.11

EXHIBIT "C"

Q's Construction Inc.

PROPOSAL

DATE: March 7, 2014

PROPOSAL SUBMITTED TO:
Florida Health
315 NW 27th Avenue
Miami, Florida 33125

JOB SITE:
315 NW 27 Avenue
Miami, Florida 33125

Attn: Ms. Edith A. Garcia;

After visiting the site and verifying the dimensions, Q's Construction hereby proposes to provide labor, equipment and materials necessary to complete the following;

1. Provide temporary metal framing and drywall partition along the hallway to separate the patient records and work area.
2. Provide labor & material to erect a new wall with metal framing and drywall at the rear of the building to create a 6" separation between the existing wall and the new wall; to house a new exhaust system duct work including and opening in the existing CBS wall for the installation of the new exhaust fan for the removal of the heat generated by the cooler units housing the vaccine.
3. Provide floor to ceiling divided wall including a 5'0" x 5'0" opening with counter top including (2) pocket door.
4. Provide Hollow Metal Door & Frame - 8'0" x 6'0" with 1'0" x 1'0" glass panel.
5. Provide labor & material to relocate A/C duct to match new layout configuration.
6. Provide labor & material for the relocation of the electrical supplying the cooler units including increasing the size of the electrical wiring from the emergency panel due to the long run.
7. Provide labor & materials for painting the new work area.

The above work will be performed for a sum of $14,280.00

Q's Construction Inc.

GENERAL CONDITIONS

- This proposal is based on plans prepared by Architect.
- If latent or hidden conditions are discovered after work begins which were not addressed in the visual inspection (extensive peeling, asbestos, structural problems, latex over oil on doors, etc.), the Contractor will notify the Owner. Contractor will be entitled to additional time and reimbursement to address the extra work. If the work is outside the Contractor's scope (such as asbestos abatement), the Contractor shall not be responsible for the work or any costs incurred there from.
- If insurance coverage required by the Owner is different from what the Contractor has provided, the cost to make the changes will be an extra.
- All permit (including expeditor); engineering and bond fees are extra (unless otherwise noted).
- In the event of an impending tropical event, including a hurricane or other circumstance beyond the Contractor's control, the cost for the demobilization and remobilization time, if necessary, will be extra. It will be billed at $65.00 per man hour.
- All work shall be performed in accordance with the drawings and specifications submitted for above work and shall be completed in a substantial workmanlike manner according to standard business practices.
- Any alteration or deviation from the above specifications which involve extra costs will be accepted only upon verbal order and/or written orders. Order will become a change order and above this estimate.
- All agreements contingent upon strikes, accidents, or delays beyond our control.
- All material and work is guaranteed for 1 year, to be as specified.
- This proposal is good for 30 Days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above. Upon acceptance, Proposal becomes a legally binding agreement between the parties.

Accepted:

EDITH GARCIA

Signature of Owner/Print Name

Date of Acceptance

Q's Construction, Inc.

Alfred Quero, Pres.

Authorized Signature (Q's Construction, Inc.)

Date of Acceptance

EXHIBIT "D"

Q's Construction Inc.

PROPOSAL

DATE: March 30, 2014

PROPOSAL SUBMITTED TO:
Florida Health
315 NW 27th Avenue
Miami, Florida 33125

JOB SITE:
315 NW 27 Avenue
Miami, Florida 33125

Attn: Ms. Edith A. Garcia;

After visiting the site and verifying the dimensions, Q's Construction hereby proposes to provide labor, equipment and materials necessary to complete the following;

Replacement of existing emergency generator with a 50 kw with 700 hrs units used. Existing generator will be taken as a trade in unit.

1. All existing conditions of the existing emergency generator will remain to be transferred to the replacement 50kw generator.
2. All equipment and work will have a Warranty of 1 year.
3. Owner to provide maintenance on unit.
4. Relocate new emergency electrical system to comply with new specified electrical outlets for the existing and new refrigeration units.
5. Installation of new electrical FP&L & emergency systems at the new vaccine room location.
6. Run (3) #3 and 1 #6 ground wires in 1 ½" emc electrical conduit from the existing main generator breaker to new location inside the new vaccine room location to feed new emergency electrical panel.
7. Install new step down transformer inside new storage area (Vaccine Room) 277/480 volts to 120/208 volts. Transformer specifications to be (20 kw 3 Ph)
8. Install new transfer switch in new vaccine room connected to the 120/208 volt transformer on the emergency side using 3 #3 wire and 1 #4 ground in 1 ¼" emc electrical conduit.

Q's Construction Inc.

9. Install new 3 #3 wires and 1 #4 ground wire in 1 ¼" emc feeder from electrical room 120/208 volts to feed the FPL power on the transfer switch.
10. Install new electrical panel 120/208 volts 3 ph @ new vaccine room and connected to new transfer switch load side with 3 #3 and 1 # ground wires.
11. Provide 6 dedicated service receptacles for existing refrigerator and new propose freezer in new store room (vaccine room).
12. Exchange existing 21 KW emergency generator with marathon 50 KW generator with a 6 cylinder perkins diesel engine with 100 gallon diesel tank standby (1150 KVA) Prime 3 pahse 1800 rpm 277/480 volts.

NOTE

Delivery and placement on site.

Electrical installation.

Remove existing emergency generator and replace with proposed 50 KW generator with timer.

The above work will be performed for a sum of $16,800.00

Q's Construction Inc.

GENERAL CONDITIONS

- ~~This proposal is based on plans prepared by Architect~~. No plans.
- If latent or hidden conditions are discovered after work begins which were not addressed in the visual inspection ~~(extensive peeling, asbestos, structural problems, latex over oil on doors, etc.),~~ the Contractor will notify the Owner. Contractor will be entitled to additional time and reimbursement to address the extra work. If the work is outside the Contractor's scope ~~(such as asbestos abatement)~~, the Contractor shall not be responsible for the work or any costs incurred there from.
- If insurance coverage required by the Owner is different from what the Contractor has provided, the cost to make the changes will be an extra.
- All permit (including expeditor); engineering and bond fees are extra (unless otherwise noted).
- In the event of an impending tropical event, including a hurricane or other circumstance beyond the Contractor's control, the cost for the demobilization and remobilization time, if necessary, will be extra. It will be billed at $65.00 per man hour.
- All work shall be performed in accordance with the South Florida Building Code ~~drawings and specifications~~ submitted for above work and shall be completed in a substantial workmanlike manner according to standard business practices.
- Any alteration or deviation from the above specifications which involve extra costs will be accepted only upon verbal order and/or written orders. Order will become a change order and above this estimate.
- All agreements contingent upon strikes, accidents, or delays beyond our control.
- All material and work is guaranteed for 1 year, to be as specified.
- This proposal is good for 30 Days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above. Upon acceptance, Proposal becomes a legally binding agreement between the parties.

Accepted:

EDITH GARCIA

Signature of Owner/Print Name

Date of Acceptance

Q's Construction, Inc.

Alfred Quero, Pres.

Authorized Signature (Q's Construction, Inc.)

Date of Acceptance

7005 N. Waterway Drive ♦ Unit 304 ♦ Miami, Florida 33155 ♦ Phone: (305) 261-0227 ♦ Fax: (866) 639-8186
CGC1510377 ♦ CGC1508464 ♦ CFC14270445 ♦ CUC1224136

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT ("the Assignment") dated and made effective this _____ day of _____, 2015 by and between Miami-Dade County, a political subdivision of the State of Florida, (hereinafter "Assignor"), and the State of Florida Department of Health, Miami-Dade County Health Department, an agency of the State of Florida Department of Health (hereinafter "Assignee").

WHEREAS, on or about November 20, 2008, the Assignor entered into a Lease Agreement with Sunny Management, Inc., a Florida Corporation, for a certain premises located at 315 N.W 27 Avenue, Miami, Florida; and

WHEREAS, Assignor desires to assign, and hereby does assign, to Assignee, all rights, title and interest in the Lease Agreement dated November 20, 2008, and the Amendment to Lease Agreement, dated _____, 2015, entered into by and between the Assignor and Sunny Management, Inc. (collectively, the "Lease Agreement"); and

WHEREAS, Assignee by its acknowledgement and acceptance hereof, does hereby agree to the assignment of the Lease Agreement, and hereby agrees to assume and perform all the responsibilities of Assignor under said Lease Agreement entered into between the Assignor and Sunny Management, Inc.; and

WHEREAS, this Assignment of Lease Agreement shall be governed by, and construed under the laws of the State of Florida, and become a part of said Lease Agreement; and

WHEREAS, this Assignment shall be binding upon all parties, legal representatives, its successors and assigns.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Assignment, and for other good and valuable consideration, the parties do agree as follows:

1. The parties to this Assignment hereby acknowledge and agree that all of the foregoing recitals are true, and correct in all respects and incorporated herein just as if they were set forth at length herein.

2. The Assignor hereby assigns and otherwise transfers all of its right, title, and interest in the Lease Agreement, dated November 20, 2008, between the Assignor and Sunny Management Inc., to the Assignee, as of the date of this Assignment.

3. The Assignee hereby agrees to and accepts the assignment described herein, and shall timely perform and observe all of the duties, conditions, and responsibilities of the Assignor under the Lease Agreement, dated November 20, 2008, between the Assignor and Sunny Management, Inc.

4. The Assignee, to the extent allowed by law, Florida statutes §768.28 and §284.30, governing the liability of the State of Florida, Assignee hereby agrees to indemnify Assignor for the full performance and discharge of any and all duties and/or obligations to be performed by the Assignor under the Lease Agreement with Sunny Management, Inc., from the effective date of this Assignment to the expiration of the Lease Agreement, including any renewal or extension thereof. Subject to the provisions of Florida Statutes §768.28 and §284.30, the Assignee hereby agrees to hold the Assignor harmless from and against any and all claims, actions, causes of actions, lawsuits, complaints, demands, losses, liabilities, damages and/or expenses (including, but not limited to any and all attorney's fees, costs for witnesses, and court costs) arising out of or relating to any breach, and or failure to perform and duties or obligations under the Lease Agreement with Sunny Management, Inc.

5. The Assignor hereby agrees that the Assignee and Sunny Management, Inc., may amend the Lease Agreement in any way after the effective date of this Assignment so long as any such amendment is in no way binding upon the Assignor, and in no way obligates the Assignor to perform any additional responsibility, or duty. Assignee hereby agrees that after the effective date of this Assignment, the Assignor is and shall forever remain free from performing any and all of the terms, conditions, obligations, and agreements of the Lease Agreement with Sunny Management, Inc.

6. The parties hereby acknowledge and agree that this Assignment shall be governed, construed, and enforced in accordance with the laws of the State of Florida.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]
[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, the parties have duly executed and entered into this Assignment as of the date first written above.

(OFFICIAL SEAL)

State of Florida, Department of Health,
Miami-Dade County Health Department

_____
WITNESS

BY:_____
Lillian Rivera
Director

_____
WITNESS

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Carlos A. Gimenez
Mayor

Approved by the County Attorney as
to form and legal sufficiency. _____