

**First Amendment to Agreement between City of Coral Gables and
Allbritton Lee LLC dba Real:site for Commissioned Artwork in Coral Gables, Florida**

THIS FIRST AMENDMENT TO Agreement between City of Coral Gables and Allbritton Lee LLC dba Real:site for Commissioned Artwork in Coral Gables, Florida is made and entered into this ____ day of _____, 2022 by and between the CITY OF CORAL GABLES, a municipal corporation existing under the laws of the State of Florida (the “City”) and Allbritton Lee LLC dba RE:site, with a principal address of 5615 Briarbend Drive, Houston, TX 77096 (the “Artist”).

WHEREAS, the City and the Artist entered into the Agreement for Commissioned Artwork on July 26, 2021 (the “Agreement”) for the design, fabrication, transportation, and installation of a unique and original work of art (the “Artwork”) at 2151 Salzedo Street, Coral Gables, FL; and

WHEREAS, the City and the Artist have agreed to a change in the scope of services provided by the Agreement in order to add the following elements to the project:

- Addition of 4 bronze emblems, approximately 10 inches;
- Stone engraving to support the emblem placement;
- Addition of five light fixtures in the fountain bottom basin;
- Steel adjustments to accommodate the basin lighting;
- Hurricane protection cover; and
- Additional utility work, design, and engineering costs related to these modifications.

WHEREAS, in exchange for the change in the scope of services, the City and the Artist have agreed to a \$75,000.00 increase to the total compensation to Artist for the Project; and

WHEREAS, this change in scope of services and additional compensation has been approved by the City Commission pursuant to Resolution No. _____.

NOW THEREFORE, City and Artist, in consideration of the mutual covenants and agreements herein contained, agree as follows:

1. The above-stated recitals are true and correct and incorporated herein.
2. The City and Artist agree to amend the Artist’s Scope of Services (Exhibit A); Project Schedule (Exhibit A-1); Project Budget (Exhibit B); and Compensation and Schedule of Payments (Exhibit C) such that Exhibits A, A-1, B, and C are replaced in their entirety with the amended exhibits attached hereto.
3. Section 5.1 is amended to reflect the increased total compensation to artist in the amount of \$525,000.00 and replaced in its entirety with the following language:

5.1 City agrees to pay Artist, in the manner specified in this Article and Exhibit “C” (Compensation and Schedule of Payments) hereto, the amount of five hundred twenty-five thousand dollars (\$525,000.00) which amount shall be the total compensation to Artist for the Project, and includes any and all contingencies, which shall be at the risk of the Artist.

4. All other terms and conditions set forth in the Agreement remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have made and executed this First Amendment on the respective dates, as executed below by their respective duly authorized officials.

CITY:
CITY OF CORAL GABLES, a municipal organization existing under the laws of the state of Florida.

By: _____
Name: Peter Iglesias
Title: City Manager

Approved as to form and legal sufficiency:

By: _____
Name: Miriam Soler Ramos
Title: City Attorney

ATTEST:

By: _____
Name: Billy Y. Urquia
Title: City Clerk

ARTIST:
Allbritton Lee LLC dba RE:site

Signature : _____

Name: _____

Title: _____

WITNESS:
Signature: _____

Name: _____

Signature: _____

Name: _____

EXHIBIT A-1

AS AMENDED

PROJECT SCHEDULE

On or about May, 2021	Full Execution of Agreement
January, 2023	Completion and Submission of Construction Documents (shop drawings and signed/stamped engineering drawings).
February, 2023	Securing of permits; 50% fabrication of Artwork; 50% site Preparation.
March, 2023	Completion of Artwork fabrication and site preparation.
March, 2023	Complete installation of Artwork and physical inspection.
April, 2023	Submittal of close-out documents and final acceptance.

The Contract Administrator will schedule and coordinate a substantial completion inspection after receiving notification from the Artist that all of the Artist's contractual obligations related to construction and installation of the Artwork have been satisfied and that the Artwork is substantially complete in accordance with the contract documents and that the Artwork is available for substantial completion inspection. The inspection will be conducted by the Contract Administrator or designee, the contractor (if applicable), and other relevant personnel, at least five (5) business days before the final completion inspection. If the Artwork is substantially complete, any known deficiencies shall be identified in a substantial completion inspection report and a punch list shall be prepared therefrom. Copies of the report and punch list shall be provided to the Artist within five (5) business days after the inspection. All conditions and requirements of permits and regulatory agencies must have been satisfied for substantial completion to be achieved; however, such satisfaction shall not be determinative of the achievement of substantial completion.

Any and all deficiencies noted on the substantial completion inspection report and punch list shall be promptly corrected and completed by the Artist. The Contract Administrator will schedule and coordinate a Final Completion inspection after receipt of notification from the Artist that all noted deficiencies have been corrected and completed and that construction and installation of the Artwork is complete in accordance with the contract documents and the substantial completion inspection report, and is available for final inspection by City. The final inspection will be conducted within five (5) business days after notification.

EXHIBIT B
PROJECT BUDGET

AS AMENDED

CONTINUED ON NEXT PAGE



for

ReSITE

ETERNAL VIGILANCE | CORAL GABLES PUBLIC SAFETY MEMORIAL

CORAL GABLES FLORIDA

PROJECT BUDGET

December 2, 2022

ORIGINAL SCOPE

DESCRIPTION	VENDOR	CONTROL ESTIMATE	CURRENT ESTIMATE - 12/22
ARTIST FEE	ReSite	\$90,000	\$90,000
DESIGN AND DOCUMENTATION	METALAB	\$36,000	\$36,000
PROJECT MANAGEMENT	METALAB	\$64,800	\$64,800
STRUCTURAL ENGINEERING	Lysaght and Associates	\$7,500	\$7,000
3/4" GLASS FLAME SECTIONS Materials & Fabrication	Meltdown Art Glass & Design	\$60,000	\$71,316
STONE PLINTH Materials & Fabrication	Quarra Stone	\$65,000	\$57,152
STEEL SUBSTRUCTURE Materials & Fabrication	FDF	\$0	\$20,000

STEEL SUBSTRUCTURE Stainless Steel Assembly for Structure, Fountain Basins	Merge Studios	\$0	\$10,850
PROTOTYPE Prototype of 3-4 discs with non-certified load testing at Meltdown	Meltdown Art Glass & Design	\$0	\$5,000
PLAZA & FLATWORK FOUNDATION / SITE PREP	TBD	\$55,000	\$20,000
PLUMBING & ELECTRICAL	TBD	\$20,000	\$13,000
LIGHTING 3 non-dimmable LED uplights	Aspect LED Lighting	\$0	\$800
HARDWARE / MISC.	TBD	\$3,500	\$3,500
SHIPPING & TRANSPORTATION Misc Parts Shipment - Stainless Assemblies Meltdown Crating and Shipping	TBD	\$6,000	\$4,000
			\$11,890
ASSEMBLY / INSTALLATION 5 DAY, 3 PERSON INSTALL	Merge Studios	\$25,000	\$28,000
TRAVEL	TBD	\$7,500	\$4,000
FABRICATION COST		\$432,800	\$453,308

Contingency	\$17,200	-\$3,308
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PROJECT BUDGET	\$450,000	\$450,000
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ADDED SCOPE

FABRICATION/ MODIFICATIONS FOR ELECTRICAL Pool Basin Modifications for (5) fixtures; conduit	TBD	\$0	\$12,000
NEMA ENCLOSURE Temperature Controlled Enclosure	Anxiter	\$0	\$4,000
LIGHTING 5 Underwater/Fountain Lights	Aspect LED Lighting	\$0	\$4,000
LIGHTING CONTROLS Lighting Control Box for Dimmable Submersible Light Fixtures	Aspect LED Lighting	\$0	\$10,000
STONE PLINTH EMBLEM ENGRAVING (4) Engraving Leaveouts for Emblems	Quarra Stone	\$0	\$5,000
HURRICANE PROTECTION Sewn Reinforced Vinyl Sleeve, Zippered, with Foam-Padded Interior	Connect	\$0	\$3,500
BRONZE EMBLEMS (4) Bronze Emblems, Adhered to Stone Plinth	Metal Art Design	\$0	\$8,500
ARTIST FEE Bronze Emblem Design + Coordination	ReSite	\$0	\$3,000
DESIGN AND PROJECT MANAGEMENT	METALAB	\$0	\$8,000
Contingency		\$0	\$17,000
ADD. FUNDS REQUESTED		\$0	\$75,000

**PROPOSED
PROJECT
BUDGET**

\$525,000

EXHIBIT C
COMPENSATION AND SCHEDULE OF PAYMENTS

AS AMENDED

As set forth in Article 5 above, City shall pay Allbritton Lee LLC dba RE:site the total sum of up to five hundred twenty-five thousand dollars (\$525,000.00) for the Work described in this Agreement, which sum shall represent the total compensation to Allbritton Lee LLC dba RE:site. No other amount shall be paid to Artist (including for reimbursable expenses).

Artist will be paid in accordance with the following specified installments via wire transfer, upon submission of satisfactory invoices and documentation substantiating satisfactory completion of the portion of the Work for which payment is requested, and upon Contract Administrator's acceptance of said portion of the Work (as applicable). Additionally, each invoice shall include a *written progress report*, with a narrative discussion of all activities in progress during the report period, photo documentation, based upon the stated Scope of Services and payment description.

Payments to Artist shall be made for Work satisfactorily completed in accordance with the following schedule:

1. Payment #1: Forty-Five Thousand Dollars (\$45,000) to be paid upon execution of this Agreement.
2. Payment #2: Sixty Thousand Dollars (\$60,000) to be paid upon completion and submission of design development plans.
3. Payment #3: Ninety Thousand Dollars (\$90,000) to be paid upon completion of and submission of construction documents, permit processing and securing of permits.
4. Payment #4: One Hundred Seventy-Five Thousand Dollars (\$175,000) to be paid upon 50% completion of fabrication with photographic evidence provided.
5. Payment #5: One Hundred and Two Thousand Dollars (\$102,000) to be paid upon completion of site preparation and 90% completion of fabrication. installation, as determined by passing all final inspections.
6. Payment #6: Fifty-Three Thousand Dollars (\$53,000) to be paid upon completion of installation, as determined by passing all final inspections, submittal of close out documents as outlined in Sec. 2.5 including hi-resolution images, text for marketing, Cataloging form, and Maintenance worksheet.

The proposed budget includes a contingency fee (the "Contingency Fee"), in the amount of thirty-four thousand, seven hundred dollars (\$34,700.00) (the "Contingency") to provide for unforeseen costs. The Artist will retain any savings of the Contingency Fee and will bear the risk of any cost

overruns. The Contingency shall be included within Payment #6, Final Payment upon completion and acceptance of all of Artist's deliverables under this Agreement.