



**AGREEMENT AMENDMENT #1  
BETWEEN THE CITY OF TAMARAC  
AND  
SZABOWORKS, INC.**

THIS AGREEMENT AMENDMENT is made and entered into this 27<sup>th</sup> day of July, 2020, by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "City") and SzaboWorks, Inc., a California corporation with principal offices located at 1433 Yosemite Ave, San Francisco, CA 94124, referred to herein as (Artist) to provide for an exterior public sculpture located at the Colony West Golf Club Clubhouse 6800 88th Avenue, Tamarac, FL 33321.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Consultant agree as follows. (Changes are shown as underlined (added) or as a ~~strike-through~~ (deleted).):

1. Amend Section 1, "The Contract Documents" to now read as follows:

**"1) The Contract Documents**

*The contract documents shall consist of this Agreement, and Artists response incorporated to the Call to Artists titled "Colony West Hotel: Design Team Artist", which was due on April 2, 2019, Tamarac Rendering R4, included herein as Exhibit A, and all modifications issued after execution of this Agreement. It is understood that design details may change. The Artist shall have the right to modify the Rendering as reasonably required due to engineering, fabrication or installation issues that are technically impossible or inordinately expensive to resolve, and the City shall approve such modifications pursuant to 5.6 below if the proposed modifications do not substantially diminish the aesthetic or physical integrity of the Artwork.*

*These documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event of a conflict between this document and any other contract documents, this Agreement shall prevail followed in precedence by this Agreement, followed in order by Artist's response to Call for Artist."*

2. Amend Section 2 "The Work", paragraph 2.1.2, striking the last two sentences to now read as follows:

**"2.12** The artwork shall be durable and require minimum ongoing maintenance. South Florida has a sub-tropical climate and is hot and humid with intense sun and seasonal heavy rain. Problems with rust and fading should be avoided. The sculpture shall be designed and constructed in accordance with the Florida Building Code. The artwork must be self-supporting on an open landscape or hardscape and be large in scale, ~~with no~~

~~less than 20 feet in height. The orientation of the sculpture must be vertical in the 30 feet by 10 feet designated easement area (see attached survey or easement area)."~~

3. Amend Section 4, "Contract Sum AND Funding" to now read as follows:

**"4) Contract Sum AND Funding**

**"4.1** The City agrees to pay Artist a fixed sum ~~not to exceed Seventy-Five Thousand dollars and no cents (\$75,000)~~ **Ninety Thousand dollars and no cents (\$90,000)** for work completed under this Agreement which shall include Artwork cost consisting of design development, consultation, professional fees, labor, materials, fabrication and Installation."

4. Amend Section 5, "Payments" to now read as follows:

**"5) Payments**

Payment shall be paid in the following installments, expressed as percentages of the fixed price, each installment to represent full and final payment for all services and material provided to payment thereof.

**5.1** ~~15%~~ **12.5% (\$11,250.00)** upon Notice to Proceed with design phase by the City's Administrative Agent and the Artist's submission to the City of any executed contracts and upon the Artist's submission of a properly completed invoice to the City.

**5.15.2** ~~25%~~ **20.84% (\$18,750.00)** upon acceptance of final Design Proposal and Notice to Proceed with fabrication by the City's Administrative Agent and upon the Artist's submission of a properly completed invoice to the City.

**5.25.3** ~~25%~~ **28.33% (\$25,500.00)** at fifty percent (50%) completion of the project upon proof of attaining 50% completion by the City's Administrative Agent and upon the Artist's submission of a properly completed invoice to the City.

**5.35.4** ~~25%~~ **28.33% (\$25,500.00)** at full completion of fabrication and notification to the City by the Artist that the Work is ready to ship to Tamarac, upon proof of attaining this requirement by the City's Administrative Agent and upon the Artist's submission of a properly completed invoice to the City.

**5.45.5** ~~10%~~ **10% (\$9,000.00)** after installation, completion and approval of the project, upon proof of final project completion by the Administrative Agent and the Artist's submission of proof of completion and all documents to be provided by Artist upon completion, and upon the Artist's submission of properly completed invoice to the City.



**5.55.6** The City reserves the right to review and inspect all work incorporated into the project, and shall only pay for work approved by the City. This provision shall be subject to any additions and deductions by subsequent change order provided in the contract documents. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.”

Remainder of Page Intentionally Blank



IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and ARTIST, duly authorized to execute same.

**CITY OF TAMARAC**

\_\_\_\_\_  
Michelle J. Gomez  
Mayor

\_\_\_\_\_  
Date:

ATTEST:

\_\_\_\_\_  
Michael C. Cernech  
City Manager

\_\_\_\_\_  
Jennifer Johnson, CMC  
City Clerk

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved as to form and legal sufficiency:

\_\_\_\_\_  
Samuel S. Goren, City Attorney

\_\_\_\_\_  
Date

ATTEST:

**Szaboworks Inc.**

\_\_\_\_\_  
Artist

*Keith Harker*  
\_\_\_\_\_  
Keith Harker

*Michael G Szabo*  
\_\_\_\_\_  
Michael Szabo, CEO

**7/27/2020**

\_\_\_\_\_  
Wendy Lynn Hermes

\_\_\_\_\_  
Date



**CORPORATE ACKNOWLEDGEMENT**

STATE OF VIRGINIA :  
COUNTY OF CHESTERFIELD :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Michael Szabo, CEO of Szaboworks, Inc., a California Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this . day of July 27, 20 20

\_\_\_\_\_  
Signature of Notary Public  
~~State of Florida at Large~~  
**Wendy Lynn Hermes**

\_\_\_\_\_  
Print, Type or Stamp  
Name of Notary Public

- Personally known to me or
- Produced Identification

California Drivers License  
Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.

