

## AMENDMENT NO. 2 TO THE CONTRACT

This Amendment No. 2 (Amendment) to the Contract dated April 24, 2017, by and between the City of Miami Beach, Florida, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1700 Convention Center Drive, Miami Beach, Florida 33139 (City), and Azulejo, Inc., a Florida for profit company, having its principal place of business at 307 NW 10 Terrace, Hallandale, FL 33009 (Contractor), is entered into this \_\_\_\_ day of \_\_\_\_\_ 2017 (Effective Date).

### RECITALS

**WHEREAS**, on February 8, 2017, the Mayor and City Commission approved the award of Invitation to Bid ("ITB") No. 2017-027-ZD for the Lottie Apartments Rehabilitation Project (the Project) in the amount of \$819,585.00; and

**WHEREAS**, on April 24, 2017, the City and Contractor executed a construction contract (the Contract) with respect to the Project, which scope of work includes the rehabilitation of the interior and exterior façade of the nine-unit Lottie Apartments Building (the Property), using environmentally friendly materials, as set forth in Article 1 of the Contract; and

**WHEREAS**, on July 26, 2017, the Mayor and City Commission adopted Resolution No. 2017-29930, approving Amendment No. 1 to the Contract, by eliminating five (5) out of the total nine (9) apartment units from the original scope of work, and adding the replacement of the HVAC units for all apartment units at the property (the Contract and Amendment No. 1 to the Contract may be collectively referred to herein as the "Contract"); and

**WHEREAS**, the Project is funded by the Department of Housing and Urban Development (HUD); and

**WHEREAS**, Hurricane Irma adversely impacted the interior of Units 106 and 107 with severe water intrusion, resulting in mold conditions, and making it necessary to replace the damaged interior drywall on the unit's first and second floors; and

**WHEREAS**, the units currently approved for rehabilitation are 101, 102, 108 and 109; and

**WHEREAS**, the City and Contractor have agreed to increase the scope of the Contract to include the repair of Unit 106 and the exchange of Unit 109 for Unit 107; and

**WHEREAS**, the proposed change to the scope of the Project will increase the total rehabilitation cost of the Contract by \$11,000.00.

**NOW THEREFORE**, in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Consultant hereby agree to amend the Contract as follows:

**1. ABOVE RECITALS.**

The above recitals are true and correct and are incorporated as part of this Amendment.

**2. MODIFICATIONS.**

The Contract is hereby modified as follows:

(a) Section 3.2 of the Contract is hereby deleted in its entirety and replaced with the following:

3.2 The Contract Price shall be at a lump sum amount of \$680,926.00. The lump sum Contract Price shall cover all labor, materials, equipment, costs, and expenses, including overhead and profit, associated with completion of all the Work in accordance with the requirements of the Contract Documents, including all work reasonably inferable therefrom. The cost of any item of work not covered by a definite Contract lump sum should be included in the lump sum price to which the item is most applicable.

(b) Schedules A, B, C and D are hereby deleted in their entirety and replaced with the attached schedules.

**3. RATIFICATION.**

Except as amended herein, all other terms and conditions of the Contract shall remain unchanged and in full force and effect. In the event there is a conflict between the provisions of this Amendment and the Contract, the provisions of this Amendment shall govern

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed by their appropriate officials, as of the date first entered above.

**FOR CITY:**

**CITY OF MIAMI BEACH, FLORIDA**

**ATTEST:**

By:

\_\_\_\_\_  
**Rafael E. Granado, City Clerk**

\_\_\_\_\_  
**Jimmy L. Morales**

\_\_\_\_\_  
Date

**FOR CONTRACTOR:**

**Azulejo, Inc.**

**ATTEST:**

By:

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
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**Jimmy L. Morales**

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**Secretary**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
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Date