

**AMENDMENT NO. 1 TO EXTEND AND AMEND THE
AGREEMENT FOR ARTIST SERVICES
[Douwe Blumberg]**

This Amendment No. 1 is entered into and effective as of the ____ day of _____, 2024, amending the agreement dated August 13, 2019 (the "Agreement") by and between the City of Brentwood, a municipal corporation of the State of California ("City"), and Douwe Studios, LLC, a limited liability company (formerly known as "Douwe Blumberg, a Sole Proprietor") ("Artist"), (collectively, the "Parties") for the "Fields of Time" public art spaces project ("Project").

RECITALS

A. On August 13, 2019, City Council approved Resolution No. 2019-96 authorizing the execution of an agreement between the City and Artist for the Project that will be located on Brentwood Boulevard, alongside the Brentwood Police Station; and

B. Since that time Artist has changed its business formation from a sole proprietorship ("Douwe Blumberg Studios, a Sole Proprietor"), to a limited liability company ("Douwe Studios, LLC"); and

C. The Parties mutually understand and agree that the obligations under the Agreement shall be assigned to, and assumed by, Douwe Studios, LLC, in accordance with Section 24 of the Agreement; and

D. Due to the legal requirements in California surrounding public works projects, including the need to secure bonds and pay prevailing wages, and because Artist does not live in California, and does not have familiarity with these legal requirements, the Parties have agreed to remove these items from the scope of Services of the Agreement, and instead, the public works aspects of the Agreement will be handled by the City to ensure compliance with California public contracting requirements; and

E. Because of the change to the scope of Services for the Project, the Compensation payable to Artist will decrease by eight thousand seven hundred fifty dollars (\$8,750), which takes into account the City handling the public works aspects of the Project, as well as an increase in material costs incurred by the Artist caused by the COVID-19 Pandemic; and

F. The Parties desire to amend Exhibit "A" Scope of Services to include specific benchmarks for timing related to the completion of the Project, payment obligations, clarifications on site specifications, removal of the public works aspects, and additional clarifying information regarding the Project, and the Parties have negotiated and agreed to a revised Scope of Services and Fee Schedule; and

G. The term of the Agreement currently expires "upon completion of the Services by Artist," and the Parties desire to amend Section 3 (Term) so that the Agreement expires either upon completion of the Services by Artist, or by December 31, 2025, whichever is sooner.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Douwe Studios, LLC assumes all of Douwe Blumberg Studios (a sole proprietorship) rights and obligations as set forth in the Agreement, and the City consents to the assignment and assumption.

2. The total amount of compensation to be paid to Artist under the Agreement is hereby decreased by \$8,750, making the Compensation payable to Artist a total not to exceed Agreement amount of \$166,250, with the full schedule of payments outlined in Exhibit "A."

3. Exhibit "A" to the Agreement, which describes the Services, is hereby deleted in its entirety and replaced with the revised Scope of Services and Fees described in Exhibit "A," attached to this Amendment and incorporated in by this reference.

4. Section 3. Term of the Agreement, is hereby amended and replaced in its entirety with the following:

"3. Term. Unless earlier terminated, the term of this Agreement will commence upon the date first above written and will expire upon completion of Services by Artist, or by December 31, 2025, whichever is sooner."

5. Except as amended herein, all other provisions of the Agreement will remain in full force and effect.

6. All requisite insurance policies to be maintained by the Artist pursuant to the Agreement shall include coverage for the amended term, as described above.

7. The individuals executing this Amendment and the instruments referenced in it on behalf of Artist each represent and warrant that they have the legal power, right and actual authority to bind Artist to the terms and conditions of this Amendment.

[Signatures on the following page.]

8. Signatures.

8.1 Counterparts. This Amendment may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute the same instrument.

8.2 Digital/Electronic Signatures. Using a City-approved method, this Amendment may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this Amendment will be construed as the Parties' consent to do business electronically.

ARTIST:

CITY:

By: _____
Douwe Blumberg, Artist/Managing Member

By: _____
Tim Y. Ogden, City Manager

ATTEST:

By: _____
Margaret Wimberly, City Clerk

APPROVED AS TO FORM:

By: _____
Katherine Wisinski, Interim City Attorney

If an LLC:

- The Agreement must be signed by a Managing Member **or** the LLC must attach a resolution empowering the signatory to bind the LLC.

EXHIBIT "A"

SCOPE OF SERVICES AND FEES

1. Artist will design, fabricate, build, and complete the Project entitled "Fields of Time," as shown in Attachment 1.
2. Project to be located alongside the Brentwood Police Station on Brentwood Boulevard in conformance with the site diagram provided as Attachment 2.
3. Project components and responsibilities:
 - Artist to prepare updated color rendering for Project that reflects current site conditions and placement.
 - Artist to provide photos of completed silhouettes, along with the sizes/dimensions of the silhouettes.
 - Artist to provide finished silhouettes, painted black and ready for installation.
 - City to prepare and complete bid process, and enter into contracts with contractors, for the concrete, lighting work, and welding required for installation of the Project.
 - City will install structural concrete for the Project.
 - The Parties will mutually agree on a date for delivery of the finished silhouettes, taking into consideration the work schedule of the City's hired contractor(s).
 - Artist is responsible for delivery of the silhouettes, and shall arrive in the City the same time the silhouettes are delivered.
 - Artist to provide anchor hardware, including faceplates/baseplates, and 3/4" anchor bolts to the City at time of delivery of silhouettes.
 - Artist shall be on-site during the entire installation of the Project, until completion, for field review.
 - City's contractor(s) to provide welding services for the Project, to include welding faceplates/baseplates to each end of each hoop/arch, and then welding of each silhouette to its hoop/arch.
 - Artist to polish installed items following welding/installation by City's contractor(s).
 - City to provide any final dressing of the site, which could include bark and/or plant materials.
 - City will coordinate unveiling/ribbon cutting ceremony.
4. Payment Schedule to Artist:
 - \$87,500 payable on September 5, 2019, at the beginning of the Project.
 - \$43,750 payable on June 3, 2020 for completing "hoop" forging and silhouette cutting.
 - \$12,000 payable within 30 days of execution of this Amendment for remobilization of the Project, and for updated rendering of the Project.
 - \$11,000 payable within 30 days of City's receipt of photos of completed silhouettes, along with the sizes/dimensions of the silhouettes.

- \$12,000 payable within 30 days following completion of final acceptance by the City, of the Project.

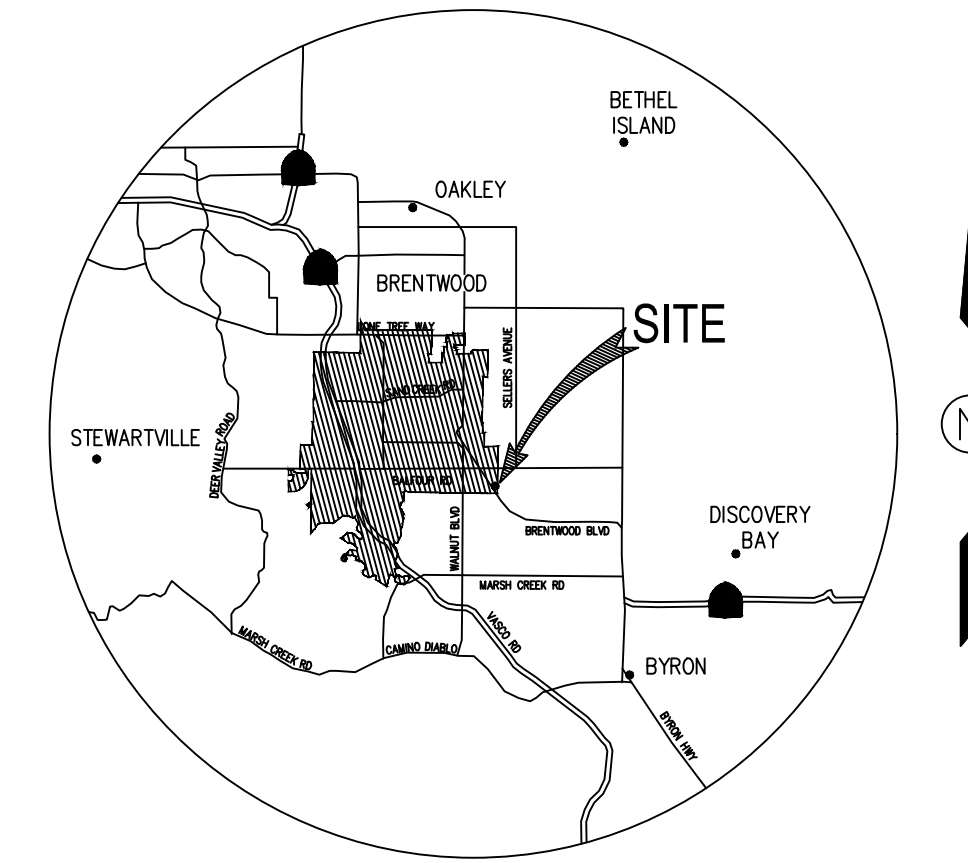
Compensation Total \$166,250

ATTACHMENT 1 – ARTIST RENDERING

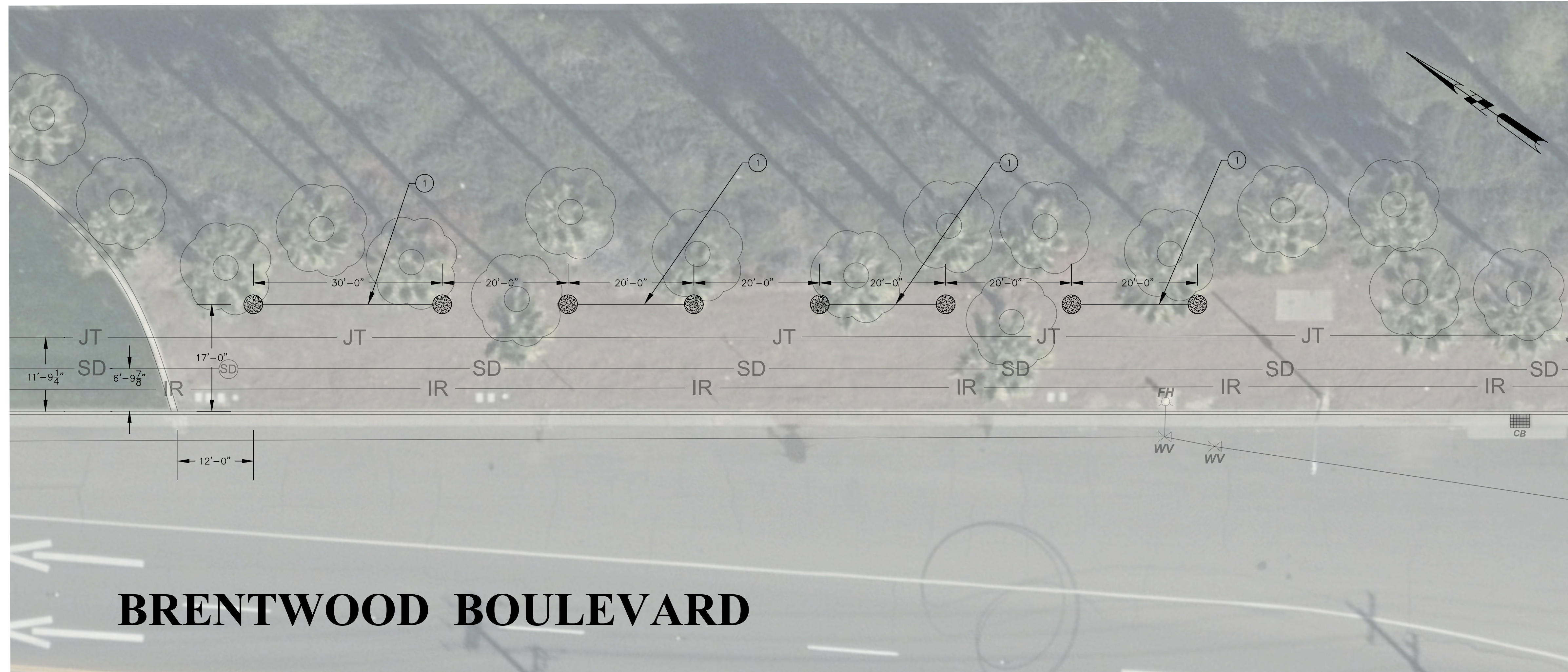


ATTACHMENT 2

**CITY OF BRENTWOOD
ARTS PROGRAM FOUR CORNERS PHASE 1
CIP Project No. 337-37244**



VICINITY MAP
NOT TO SCALE



BRENTWOOD BOULEVARD

SHEET INDEX

SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET AND SITE PLAN
2	CONSTRUCTION DETAILS

LEGEND:

	STORM DRAIN MANHOLE COVER
	WATER VALVE COVER
	DRAIN INLET
	FIRE HYDRANT
	PALM TREE
	JOINT TRENCH (2 FT WIDE)
	CIDH

CONSTRUCTION NOTES:

- ① INSTALL ARTWORK ACCORDING TO CONSTRUCTION DETAILS, SHEET 2.

POLICE DEPARTMENT ART

SCALE: 1" = 10'

GENERAL NOTES:

- THE CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) AT 811 OR 1-800-227-2600 AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION.
- ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF BRENTWOOD ENGINEERING DEPARTMENT, (925) 516-5420. PUBLIC WORKS INSPECTION SHALL BE NOTIFIED 2 WORKING DAYS PRIOR TO THE START OF ANY WORK BY THE CONTRACTOR OR SUBCONTRACTORS.
- THE LOCATIONS OF EXISTING SURFACE UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED.
- SAFETY MEASURES: AT ALL TIMES THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE INCLUDING SAFETY OF PERSONS AND PROPERTY, (THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT JUST DURING NORMAL WORKING HOURS) AND FOR ALL NECESSARY INDEPENDENT ENGINEERING REVIEWS OF THESE CONDITIONS, AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL NOTIFY THE PUBLIC, CITY, AND EMERGENCY SERVICES OF THE PROJECT SCHEDULE.
- THE CONTRACTOR MUST PROVIDE TRAFFIC MANAGEMENT AND TRAFFIC CONTROLS, AS REQUIRED BY LAWS, AND AS OTHERWISE REQUIRED TO ENSURE THE PUBLIC AND WORKER SAFETY, AND TO AVOID INTERFERENCE WITH PUBLIC OR PRIVATE OPERATIONS OR THE NORMAL FLOW OF VEHICULAR, BICYCLE, OR PEDESTRIAN TRAFFIC.
- EXCEPT AS EXPRESSLY AUTHORIZED IN WRITING BY CITY, CONTRACTOR IS LIMITED TO PERFORMING WORK ON THE PROJECT DURING THE FOLLOWING HOURS: 8:00 A.M. TO 3:30 P.M.
- CONTRACTOR MUST COMPLY WITH ALL APPLICABLE NOISE CONTROL LAWS. NOISE CONTROL REQUIREMENTS APPLY TO ALL EQUIPMENT USED FOR THE WORK OR RELATED TO THE WORK, INCLUDING TRUCKS, TRANSIT MIXERS OR TRANSIENT EQUIPMENT THAT MAY OR MAY NOT BE OWNED BY CONTRACTOR.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR PREVENTING AIRBORNE DUST NUISANCE FROM THE CONSTRUCTION SITE BY WATERING AND/OR TREATING THE SITE IN SUCH A MANNER TO CONFINE DUST PARTICLES TO THE IMMEDIATE SURFACE OF WORK.

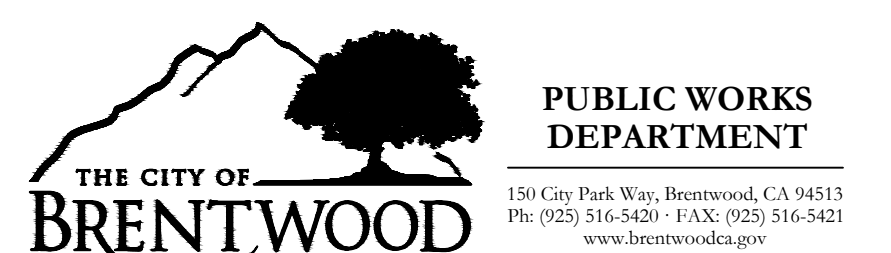


REVIEWED FOR CONFORMANCE WITH THE CITY OF BRENTWOOD STANDARDS AND REQUIREMENTS. APPROVAL FOR CONSTRUCTION IS SUBJECT TO THE INFORMATION SHOWN HEREIN. CITY OF BRENTWOOD AND THE UNDERSIGNED ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY EXIST ON THESE PLANS.

MIKI TSUBOTA
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
R.C.E. No. 61648

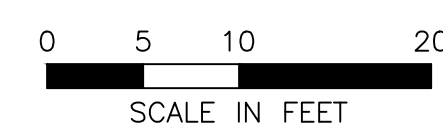
DATE

DESIGNED UNDER THE DIRECTION OF:		SHEET
DATE		1
DESIGN: AG	DATE:	
DRAWN: BW	DATE: 11/10/2022	
CHECKED: JS	DATE: 11/14/2022	



**PUBLIC WORKS
DEPARTMENT**

150 City Park Way, Brentwood, CA 94515
Ph: (925) 516-5420 • FAX: (925) 516-5421
www.brentwoodca.gov



NO.	REVISIONS	BY	APP	DATE

SITE PLAN

ARTS PROGRAM FOUR CORNERS PHASE 1

ART PROGRAM POLICE DEPARTMENT

BRENTWOOD

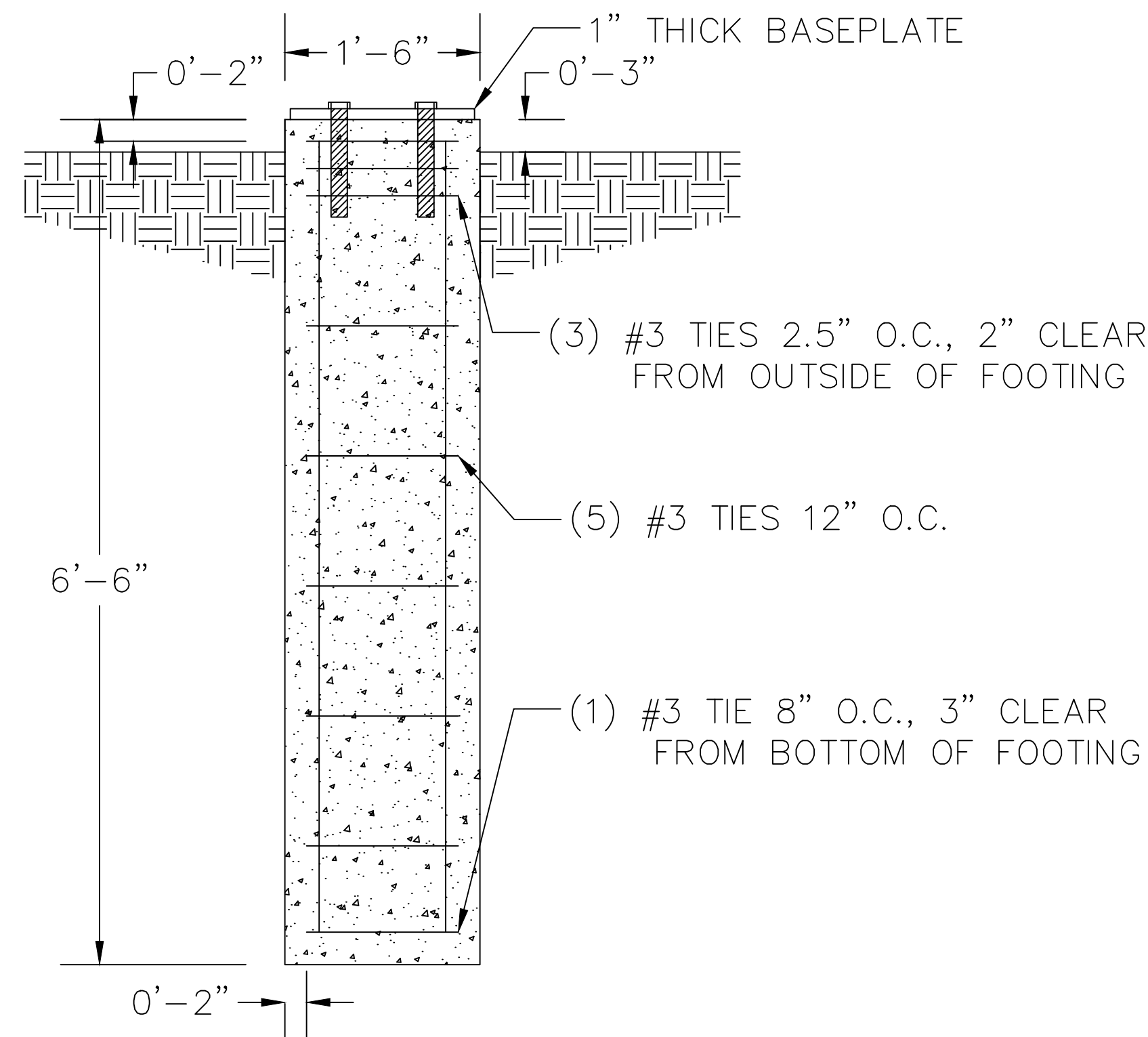
CIP NO. 337-37244

1 OF 2 SHEETS

CITY OF BRENTWOOD

ARTS PROGRAM FOUR CORNERS PHASE 1

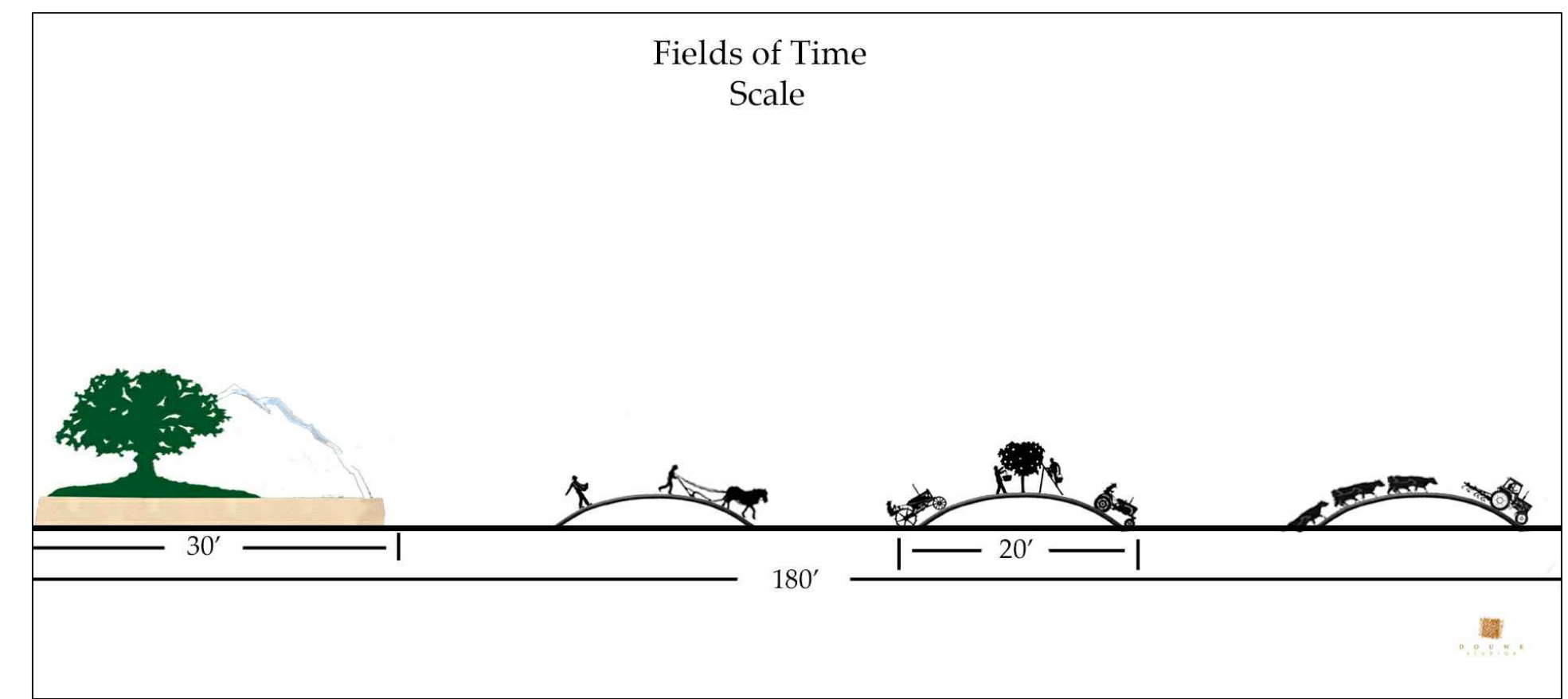
CIP Project No. 337-37244



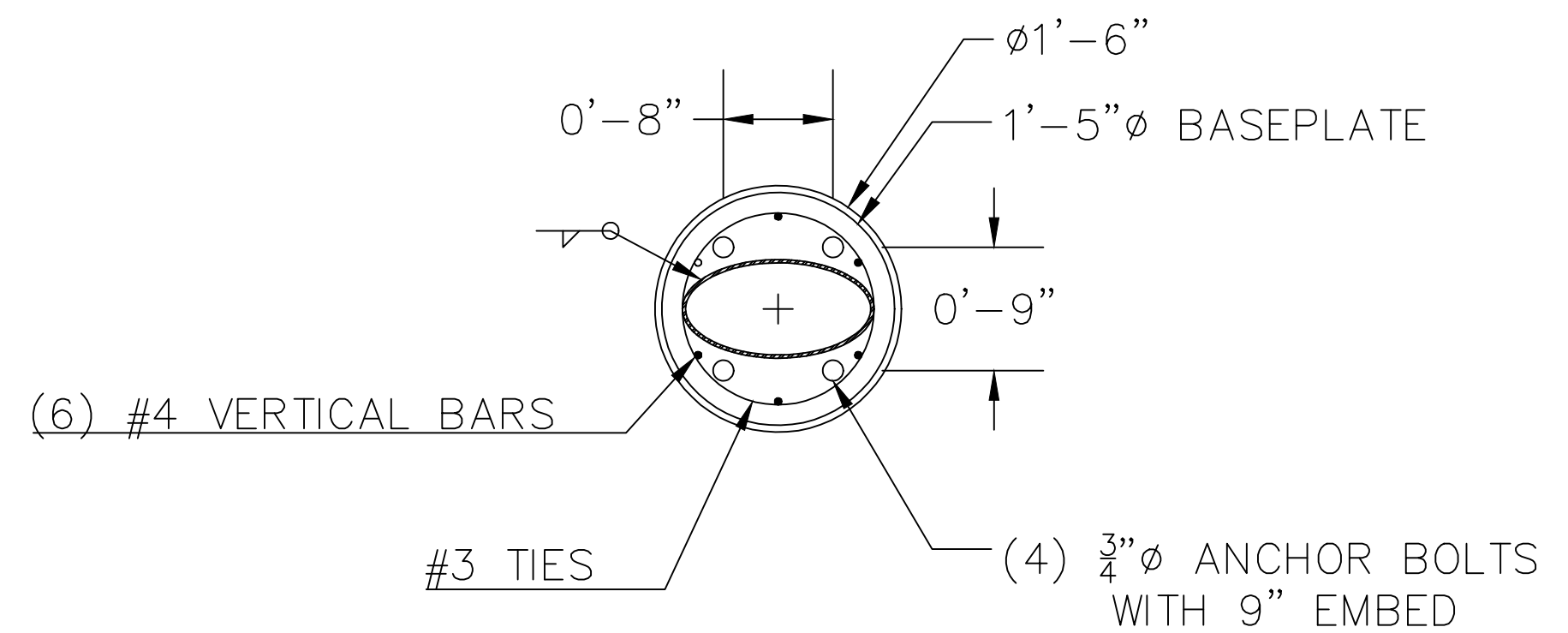
FOOTING DETAIL
SCALE: 1" = 1'

CAST-IN-PLACE (CIP) CONCRETE PILES NOTES:

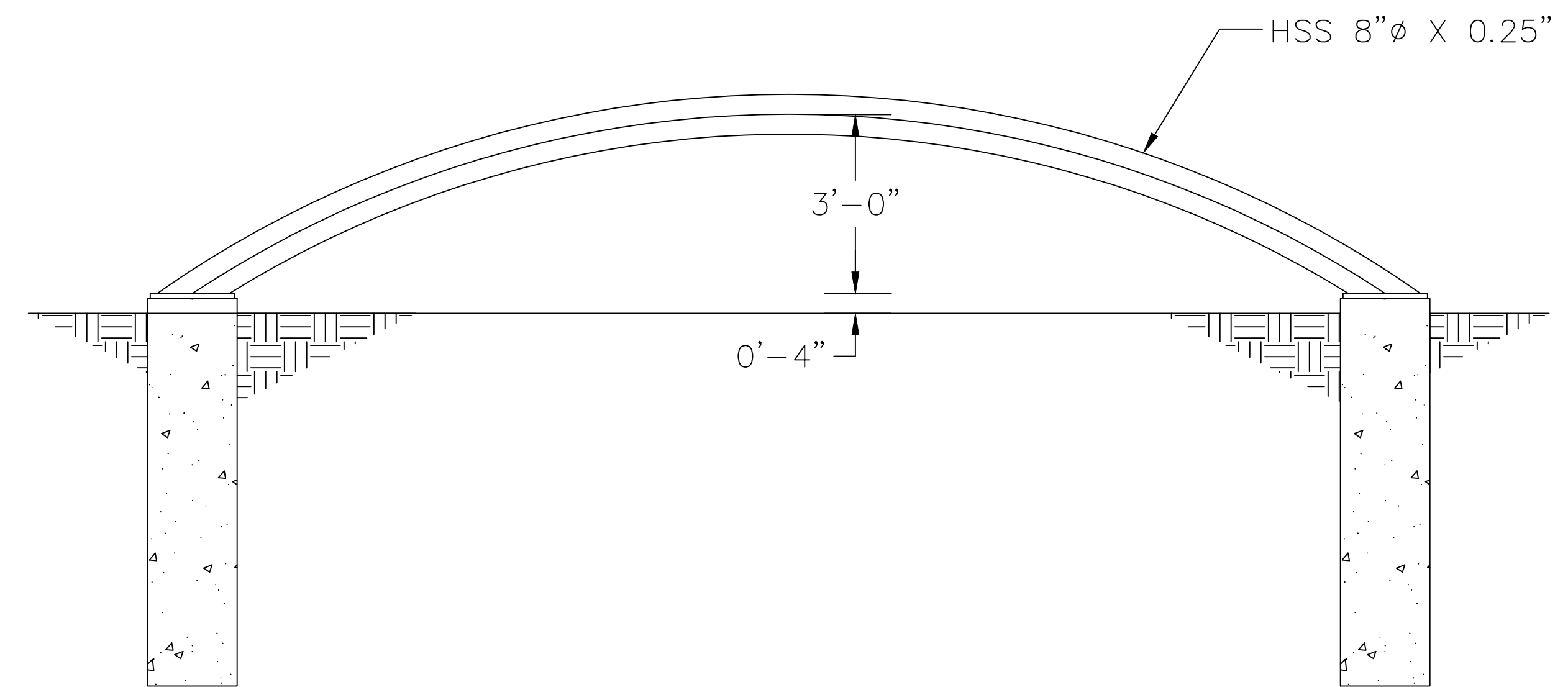
1. CONCRETE MUST COMPLY WITH SECTION 51 OF THE CALTRANS STANDARD SPECIFICATIONS.
2. REINFORCING STEEL MUST COMPLY WITH SECTION 52 OF THE CALTRANS STANDARD SPECIFICATIONS.
3. STEEL SHELLS, CASINGS, AND DRILLED HOLES MUST BE CLEAN AND FREE OF DEBRIS BEFORE REINFORCEMENT AND CONCRETE ARE PLACED.
4. THE METHOD USED TO PLACE CONCRETE MUST PREVENT SEGREGATION. VIBRATE SUCH THAT ADEQUATE CONSOLIDATION OCCURS.
5. CONSTRUCT CIP CONCRETE PILES SUCH THAT THE EXCAVATION METHODS AND THE CONCRETE PLACEMENT PROCEDURES PROVIDE FOR PLACING THE CONCRETE AGAINST UNDISTURBED MATERIAL, CASING, OR STEEL SHELL IN A DRY OR DEWATERED HOLE.
6. CURE THE EXPOSED SURFACES OF THE CIP CONCRETE PILE BY USING A CURING COMPOUND.
7. CONTRACTOR IS RESPONSIBLE TO REPAIR ANY DAMAGE TO UTILITIES, BOXES, VAULTS, AND INTERRUPTION TO SERVICES, LANDSCAPE, PAVEMENT, CURB AND GUTTER DURING CONSTRUCTION.



ARTWORK
NOT TO SCALE



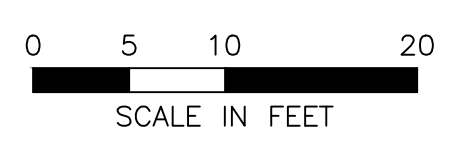
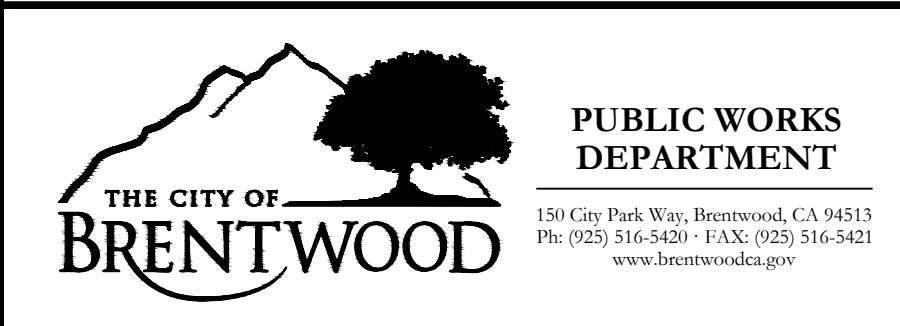
PLAN VIEW
SCALE: 1" = 1'



ELEVATION
SCALE: 1/2" = 1'

STRUCTURAL NOTES:

- DESIGN LOADS:
- SCULPTURE WEIGHT - 600 LBS
 - ICE LOAD - 0.5" THICK
 - GROUND SNOW LOAD - 0 PSF
 - ULTIMATE WIND SPEED - 92 MPH
 - PRESUMPTIVE ALLOWABLE SOIL BEARING PRESSURE - 2,000 PSF
 - FROST DEPTH - 5"
 - CONCRETE STRENGTH (f_c) - 3,000 PSI AT 28 DAYS
 - REBAR STRENGTH (f_y) - 60 KSI
 - STAINLESS STEEL STRENGTH (f_y) - 30 KSI (MINIMUM)
 - TYPE OF BOLT - HILTI KWIK



NO.	REVISIONS	BY	APP	DATE

CONSTRUCTION DETAILS **ARTS PROGRAM FOUR CORNERS PHASE 1**

ART PROGRAM POLICE DEPARTMENT

BRENTWOOD **CIP NO. 337-37244**

DESIGNED UNDER THE DIRECTION OF:

	DATE
DESIGN: AG	DATE:
DRAWN: BW	DATE: 11/10/2022
CHECKED: JS	DATE: 11/14/2022

SHEET

2

2 OF 2 SHEETS