

**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, Artist deducted eight thousand seven hundred fifty dollars (\$8,750) from the outstanding balance owed, which took 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. City Council requested changes to the silhouettes at its July 23, 2024 meeting, which are reflected in Attachment 1, and will increase the cost of the Project by an additional _____ dollars (\$_____); and

G. 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, changes to the silhouettes, and additional clarifying information regarding the Project, and the Parties have negotiated and agreed to a revised Scope of Services and fee schedule; and

H. 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 increased by _____ dollars (\$_____), making the Compensation payable to Artist a total not to exceed Agreement amount of _____ dollars \$_____, 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:

By: _____
Douwe Blumberg, Artist/Managing Member

CITY:

By: _____
Tim Y. Ogden, City Manager

ATTEST:

By: _____
Margaret Wimberly, City Clerk

APPROVED AS TO FORM:

By: _____
Katherine Wisinski, 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 renderings 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**_____

DRAFT