

**AMENDMENT NO. 1
to the
ARTIST’S CONTRACT
FOR THE “PERCENT FOR ART” PROJECT: COLUMBIA SPORTS
FIELDHOUSE**

This Amendment No. 1 to the Artist Contract for the “Percent for Art” Project: Columbia Sports Fieldhouse, between the **CITY OF COLUMBIA** (“CITY”), and **David Spear**, (“Artist”) is made as of the date of the last signatory noted below (“Effective Date”).

RECITALS

- A. WHEREAS, on March 21, 2018, CITY and Artist entered into a contract (hereinafter “Artist’s Contract”) for the creation of an original piece of artwork for the Columbia Sports Fieldhouse; and
- B. WHEREAS, the CITY desires to have Artist amend Artist’s design proposal to add additional design component(s) to the artwork (collectively, the design proposal and the additional design component(s) shall be known as the “work”);
- C. WHEREAS, the Parties hereto desire to formally amend the Artist’s Contract with this First Amendment (hereinafter “Amendment No. 1 to the Artist’s Contract”) and desire to be bound by the terms contained in the Artist’s Contract as amended by those contained in this Amendment No. 1 to the Artist’s Contract.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend the Artist’s Contract, as follows:

- 1. Section 1.4(B) of the Artist’s Contract shall be removed and replaced with the following:
 - B. Within thirty (30) days after the Effective Date of the Amendment No. 1 to the Artist’s Contract, Artist shall prepare and submit an amended proposal (hereinafter “proposal”) for the artistic work for the project. The proposal shall be a detailed explanation of the work and be accompanied by full color artist’s renderings approximately to scale for two-dimensional work or scale model for three-dimensional work. The proposal shall state the materials, dimensions, weight, finish of the work, suggest the location of the work, engineering, mounting, lighting and maintenance needs and set out an expected budget. The budget shall include estimated costs for design, execution, fabrication, transportation, installation, and the Artist’s fee. The budget for the work and all Artists’ fees shall in no case exceed forty-two thousand seven hundred sixty-four dollars (\$42,764.00).

2. Section 2 of the Artist's Contract shall be removed and replaced with the following:
 2. For the design, execution, fabrication and installation of the work of art contemplated by this Agreement, the Artist shall be paid an amount not to exceed forty-two thousand seven hundred sixty-four dollars (\$42,764.00). This amount shall be full compensation for all travel and services rendered by the Artist and all supplies, materials and equipment used by the Artist to design, execute, fabricate and install the work.

3. Section 2.1 of the Artist's Contract shall be removed and replaced with the following:
 - 2.1 Payments shall be made to the Artist in the following installments:

One Thousand Five Hundred Seventy-Two Dollars (\$1,572.00) was paid by City upon the execution of the original Artist Contract to retain Artist and to meet expenses in preparing final design for the City's review.

Five Hundred Sixty-Five Dollars (\$565.00) within fourteen (14) days of the Effective Date of Amendment No. 1 to the Artist Contract.

Sixteen Thousand Thirty-Six Dollars (\$16,036.00) within 30 days of the City's written approval of Artist's amended proposal.

Sixteen Thousand Thirty-Six Dollars (\$16,036.00) during fabrication of the work upon reaching a point roughly 50% completed as set out in the Artist's schedule, provided the Artist has provided the City with a summary of the work completed and photographic documentation of the work's progress.

Seven Thousand Four Hundred Eighty-Three Dollars (\$7,483.00) within 30 days after the Artist notifies the City that the work is fabricated and ready for installation at the site.

One Thousand Seventy-Two Dollars (\$1,072.00) within 30 days after the final acceptance of the work by the City.

4. All other terms of the Artist's Contract shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment No. 1 to the Artist's Contract, on the day and year last written below.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number _____ and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Michele Nix, Finance Director

ARTIST

By: _____
David Spear, Artist

Date: _____

ATTEST:

By: _____

Name and Title