

AMENDMENT NO. 1 TO AGREEMENT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
RDG ART STUDIO  
FOR  
THE DESIGN, FABRICATION AND INSTALLATION OF A PUBLIC ART WORK  
FOR CENTRAL PARK

THIS AMENDMENT is made and entered into by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation, hereinafter referred to as “City,” and RDG IA Inc., dba RDG ART STUDIO, hereinafter referred to as “Consultant.”

WHEREAS, City and Consultant are parties to that certain agreement, dated December 8, 2020, entitled “Professional Services Contract Between the City of Huntington Beach and RDG Art Studio for The Design, Fabrication and Installation of a Public Art Work for Central Park” which agreement shall hereinafter be referred to as the “Original Agreement”; and

City and Consultant wish to amend the Original Agreement to amended the Scope of Service, increase the amount of compensation to be paid to Consultant, and add additional Hold Harmless language.

NOW, THEREFORE, it is agreed by City and Consultant as follows:

1. SCOPE OF SERVICE

Section 1 entitled SCOPE OF SERVICE of “Original Agreement” is hereby amended to include Sculpture Edging Design, Fabrication and installation.

2. ADDITIONAL COMPENSATION

Section 4 entitled COMPENSATION of the “Original Agreement” is hereby amended as follows:

In consideration of the services to be performed under the Original Agreement, City agrees to pay Consultant at the rates specified in Exhibit B which is attached hereto and incorporated by reference into this Agreement. City further agrees to pay Consultant an additional sum not to exceed Thirty Five Thousand Dollars (\$35,000.00). The additional sum shall be added to the original sum of Three Hundred Thousand Dollars (\$300,000.00), for a new contract amount not to exceed Three Hundred Thirty Five Thousand Dollars (\$335,000.00).

3. HOLD HARMLESS

Section 8 entitled HOLD HARMLESS of the “Original Agreement” is hereby amended to include the following language:

“The City of Huntington Beach, California will accept liability of both public art sculptures (“Sculptures”) when they are positioned, and are securely fastened to the footing. Any damage to the Sculptures from positioning until City final acceptance (including damages caused by the company installing the base) remains the responsibility of the City.

4. REAFFIRMATION

Except as specifically modified herein, all other terms and conditions for the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on \_\_\_\_\_, 2022.

CONSULTANT,

RDG IA Inc d/b/a RDG Planning & Design  
Art Studio

COMPANY NAME

a Corporation

CITY OF HUNTINGTON BEACH, a  
municipal corporation of the State of  
California

\_\_\_\_\_  
Mayor

By: \_\_\_\_\_

\_\_\_\_\_  
print name

**ITS:** *(circle one)* Chairman/President/Vice President

\_\_\_\_\_  
City Clerk

INITIATED AND APPROVED:

**AND**

By: \_\_\_\_\_

\_\_\_\_\_  
print name

**ITS:** *(circle one)* Secretary/Chief Financial Officer/Asst.  
Secretary - Treasurer

\_\_\_\_\_  
Director of Community Services

REVIEWED AND APPROVED:

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney *W*