

**First Amendment to Professional Services Agreement  
for Design, Creation, Fabrication, and Installation of Public Art**

This First Amendment to Professional Services Agreement for Design, Creation, Fabrication, and Installation of Public Art (the “Amendment”) is made as of August 19, 2019, by and between **Bolivar Bronze** (the “Artist”) and the **City of Lewisville, Texas** (the “City”).

**RECITALS**

**WHEREAS**, the City and the Artist are parties to a professional services agreement dated July 2, 2018, titled “Professional Services Agreement for Design, Creation, Fabrication, and Installation of Public Art” (the “Original Agreement”), whereby they agreed to certain matters relating to the creation and installation of a bronze sculpture at Wayne Ferguson Plaza, as more particularly set forth in the Original Agreement; and

**WHEREAS**, the Original Agreement specifies that compensation will be paid in three installments, the final installment coming after installation and acceptance of the finished sculpture; and

**WHEREAS**, the parties desire to amend the payment schedule contained in the Original Agreement, as more particularly set forth below.

**NOW THEREFORE**, for and in consideration of the mutual covenants of the parties set forth in the Original Agreement and this Amendment, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed, the parties agree as follows:

**I.  
AMENDMENT**

Section III, COMPENSATION, paragraph A, section 3, is hereby amended to delete the current language in its entirety and replace it with the following:

3. Phase 3: twenty thousand dollars (\$20,000) once the sculpture is completed and ready for installation.

Section III, COMPENSATION, paragraph A is hereby amended to add the following section 4:

4. Phase 4: ten thousand dollars (\$10,000) once the finished sculpture is installed and accepted by all parties.

**II.**  
**MISCELLANEOUS**

Nothing contained herein shall be deemed to amend or modify the Original Agreement, except as expressly set forth herein. In the event of a conflict between the terms of the Original Agreement and the terms of this Amendment, the terms of this Amendment shall control. Any capitalized term used herein, but not defined herein, shall have that meaning set forth in the Original Agreement.

**IN WITNESS WHEREOF**, the City and Artist have executed this First Amendment to Professional Services Agreement for Design, Creation, Fabrication, and Installation of Public Art as of the day and year first above written.

**THE CITY:**  
**CITY OF LEWISVILLE, TEXAS**

**THE ARTIST:**  
**BOLIVAR BRONZE**

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Donna Barron  
City Manager

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David Iles  
Artist