

**SECOND AMENDMENT TO  
CITY OF HASTINGS - MURAL CONTRACT**

This Second Amendment to City of Hastings – Mural Contract (“**Second Amendment**”) is made as of \_\_\_\_\_, 2021 (“**Effective Date**”) by and between Daniela Bianchini and Pablo Diego Perez Riesco, 5457 43rd Ave S. Minneapolis, MN 55417 (“**Artists**”) and the City of Hastings, a Minnesota municipal corporation, 101 East 4th Street, Hastings, MN 55033 (“**City**”) (collectively “**Parties**”).

**RECITALS**

WHEREAS, the Artists and the City entered into the City of Hastings – Mural Contract dated April 6, 2020 (“**Mural Contract**”) whereby the City commissioned the Artists to create an outdoor mosaic and painted mural on the Hastings Family Service building located at 301 Second Street East, Hastings, MN 55033 being defined as the “**Artwork**” in the Mural Contract, which was amended by the First Amendment, on June 1, 2020, which extended the completion date to May 31, 2021; and

WHEREAS, the City and the Artists desire to further extend the date for completion of the Artwork.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is duly noted, the Parties hereby agree as follows:

**AGREEMENT**

1. **INCORPORATION BY REFERENCE.** The Mural Contract, First Amendment and the above Recitals are incorporated herein by reference.
2. **EXTENSION OF TIMELINE.** Artists agree to complete the Artwork by September 30, 2021. The Artists shall keep the City reasonably updated on the progress of the Artwork and shall notify the City Administrator immediately if they become aware of any information suggesting the work will be further delayed.
3. **CONSIDERATION.** The total consideration for the Artwork shall not be modified by this Second Amendment. The Artists acknowledge receipt and retention of three thousand and no/100 dollars (\$3,000.00) of the consideration. Upon the Artists notifying the City Administrator that they are ready to proceed with the Artwork, the City shall pay to the Artists \$7,000.00. The City shall pay to the Artists the final ten thousand and no/100 dollars (\$10,000.00) of the consideration upon completion of the Artwork and acceptance by the City. As provided in the Mural Contract, the foregoing fee shall cover all costs, materials and equipment used by the Artists for creation of the Artwork, including but not limited to all paints, mosaics, cleaning supplies, scaffolding, lifts, lighting, insurance, travel and lodging expenses, and Artists’ stipend. The City shall have no obligation to pay the Artists or any other person any additional amount for the Artwork.

4. **INSURANCE AND INDEMNIFICATION.** As a result of the extension of the timeline for completion of the Artwork, the Artists shall provide updated certificates of insurance to the City upon request.

Except as expressly modified by this Second Amendment, all other terms of the Mural Contract shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

**CITY OF HASTINGS**

By: \_\_\_\_\_  
Mary Fasbender, Mayor

By: \_\_\_\_\_  
Kelly Murtaugh, City Clerk

**ARTIST**

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Daniela Bianchini

**ARTIST**

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Pablo Diego Perez Riesco