

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES
("Amendment No. 1") by and between the CITY OF CARSON, a California municipal corporation ("City") and MDG ASSOCIATES INC., a California corporation ("Consultant") is effective as of the ___ day of _____, 2024.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated June 21, 2023 ("Agreement") whereby Consultant agreed to perform services for inspections, appraisal evaluations, coordination of residential and commercial rehabilitation projects and administrative and HUD IDIS training tasks on an as-needed basis for three (3) years with three (3) additional options for one-year extensions, for a total contract sum of \$600,000; and

B. City Council established a Citywide Commercial Façade Improvement Program (the "Façade Program") pursuant to the adopted Carson Façade Improvement Program Guidelines for the public purpose of encouraging the improvement, stimulation and revitalization of the exterior facades of existing commercial buildings in various commercial corridors; and

C. The Façade Program is administered by the City and funded by the City's General Fund pursuant to an authorized allocation of \$1,000,000 made by the City Council during its meeting of June 21, 2022; and

D. City Council also established a Permanent Local Housing Allocation (PLHA) funded Single-Family Housing Rehabilitation Program ("PLHA Residential Rehabilitation Program") during its meeting of February 7, 2023, for the public purpose of assisting income-qualified, eligible, owner-occupied, and Carson resident single family homeowners; and

E. The PLHA Residential Rehabilitation Program is administered by the City and funded by a PLHA grant agreement with the State of California Department of Housing and Community Development (HCD) pursuant to an authorized allocation of \$529,674.50; and

F. City and Consultant now desire to amend the Agreement to: (i) modify the Scope of Services as they relate to the Façade Program and to add services as they pertain to the PLHA Rehabilitation Program through the end of the term, (ii) increase compensation by \$168,250 to carry out the modified scope of services of the Agreement through the end of the term, (iii) specify that the Façade Program is to be funded through the City's General Fund, for a new total contract sum of \$768,250, and (iv) specify that the PLHA Residential Rehabilitation Program is to be funded through the PLHA grant agreement.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in *bold italics*, deleted text in ~~strike-through~~).

A. Section 2.1 (Contract Sum) is hereby amended to read in its entirety as follows:

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed *Seven Hundred Sixty-Eight Thousand Two Hundred Fifty Dollars (\$768,250)* ~~Six Hundred Thousand Dollars (\$600,000)~~ (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase by an amount of *\$256,083.33* ~~\$200,000~~ per year.”

B. A new Article 11 (Funding for Façade Program) is hereby added to the Agreement to read in its entirety as follows:

“ARTICLE 11. FUNDING FOR FAÇADE PROGRAM

Notwithstanding anything contained in Article 10 of this Agreement, all funding for Consultant’s services performed for the Façade Program will be paid out of the City’s General Fund.”

C. A new Article 12 (Funding for PLHA Residential Rehabilitation Program) is hereby added to the Agreement to read in its entirety as follows:

“ARTICLE 12. FUNDING FOR PLHA RESIDENTIAL REHABILITATION PROGRAM

Notwithstanding anything contained in Article 10 of this Agreement, all funding for Consultant’s services performed for the PLHA Residential Rehabilitation Program will be paid out of the PLHA grant agreement with HCD.”

D. Section I, Subsection B, Paragraph 12, of Exhibit “A” (Scope of Services), is hereby amended to read in its entirety as follows:

“12. Commercial Façade Program Consultant Service:

- ~~Initial inspection of property~~
- ~~Description of work~~
- ~~Bid Procedure~~
- ~~Pre-construction meetings and job walks~~
- ~~Coordination and monitoring of job progress~~
- ~~Recommend/request payments~~
- ~~Case File completion~~
- *Property Inspection and Work Specifications*
 - *Review drawings prepared by City’s selected program architect.*

- *Draft Construction Scope of Work – Work Description.*
- *Provide Construction Cost Estimates.*
- *Prepare Pre-Construction Pictures.*
- *Send Applicant Work Description for review and revise as needed.*
- *Provide follow-up and related services as needed.*
- *Bid and Construction Process*
 - *Prepare Bid Packages for distribution.*
 - *Serve as Liaison with Program Applicant and contractor(s).*
 - *Provide Technical Support.*
 - *Coordinate Bid Process*
 - *Conduct Mandatory Bid-Walk with Applicant and Contractors.*
 - *Review bids, prepare Bid comparison, and follow-up with Contractors.*
 - *Verification of License and Insurance Documentation.*
 - *Selection and Award of Contract.*
- *Construction Management Oversight*
 - *Conduct progress inspections.*
 - *Prepare and Submit Progress Payment Requests.*
 - *Prepare Punch List, as needed.*
 - *Submit Change Order Request(s) as needed.*
- *Case File Completion*
 - *Prepare Post-Construction Pictures.*
 - *Assist staff with project close out (i.e., Notice of Completion)”*

E. Section I, Subsection B, Paragraph 15, of Exhibit “A” (Scope of Services), is hereby added to read in its entirety as follows:

“15. PLHA Residential Rehabilitation Program Consultant Service:

- *Property Inspection and Work Specifications*
 - *Conduct initial inspection of property.*
 - *Draft Construction Scope of Work – Work Description.*
 - *Provide Construction Cost Estimates.*
 - *Prepare Pre-Construction Pictures.*
 - *Send Applicant Work Description for review and revise as needed.*
 - *Provide follow-up and related services as needed.*
- *Bid and Construction Process*
 - *Prepare Bid Packages for distribution.*
 - *Serve as Liaison with Program Applicant and contractor(s).*
 - *Provide Technical Support.*
 - *Coordinate Bid Process:*
 - *Review bids, prepare Bid comparison, and follow-up with Contractor.*
 - *Verification of License and Insurance Documentation.*
 - *Selection and Award of Contract.*
 - *Prepare Construction and Improvement Agreements.*
 - *Attend Pre-Construction and Contract Signing Meeting.*
- *Construction Management Oversight*
 - *Conduct progress inspections.*
 - *Prepare and Submit Progress Payment Requests.*

- *Prepare Punch List, as needed.*
- *Submit Change Order Request(s) as needed.*
- **Case File Completion**
 - *Prepare Post-Construction Pictures.*
 - *Assist staff with project close out (i.e. Notice of Completion)”*

F. Section IV. of Exhibit “C” (Schedule of Compensation) is hereby amended to read in its entirety as follows:

“**IV.** The total compensation for the Services shall not exceed ~~\$768,250~~\$200,000, as provided in Section 2.1 of this Agreement.”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. **Authority.** The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other Agreement to which said party is bound.

6. **Counterparts.** This Amendment No. 1 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original,

whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 1.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

MDG ASSOCIATES INC., a California corporation

By: _____
Name: Rudy Munoz
Title: President

By: _____
Name: Guadalupe R. Munoz
Title: Chief Financial Officer

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<input type="checkbox"/> CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
_____	_____
TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	DATE OF DOCUMENT
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
_____	_____
SIGNER IS REPRESENTING:	
(NAME OF PERSON(S) OR ENTITY(IES))	

	SIGNER(S) OTHER THAN NAMED ABOVE

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On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

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<input type="checkbox"/> TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	DATE OF DOCUMENT
_____	_____
_____	_____
	SIGNER(S) OTHER THAN NAMED ABOVE