

## AMENDMENT NO. 2

### TO CONTRACT SERVICES AGREEMENT FOR DESIGN REVIEW CONSULTING SERVICES

**THIS SECOND AMENDMENT TO THE CONTRACT SERVICES AGREEMENT FOR DESIGN REVIEW CONSULTING SERVICES** ("Amendment No. 2") by and between the CITY OF CARSON, a California municipal corporation ("City") and **RRM DESIGN GROUP**, a California corporation ("Consultant") is effective as of the \_\_\_\_ day of November, 2017.

### RECITALS

A. City and Consultant entered into that certain Contract Services Agreement For Design Review Consulting Services dated September 1, 2015 ("Agreement"), whereby Consultant agreed to provide design review consulting services ("Services") for one year, extendable up to two additional one-year terms at City's election, for a Contract Sum of \$60,000 per year (maximum of \$180,000 for the three years).

B. By letter dated July 7, 2016, City exercised its option for the First Extended Term, extending Consultant's Services through August 31, 2017.

C. On June 6, 2017, City exercised its option for the Second Extended Term, extending Consultant's Services through August 31, 2018; and provided for an anticipated increase in the frequency of Consultant's Services over the Second Extended Term by increasing the Contract Sum by an additional \$50,000, to a maximum of \$230,000 for the three years ("Amendment No. 1").

D. City and Consultant now desire to amend the Agreement for the second time to modify the indemnification provision and the Scope of Work set forth in the Agreement.

### TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (**new text is shown in bold italics and deleted text in strikethrough**).

#### **Section 5.2 (Indemnification) is hereby modified as follows:**

"5.2 Indemnification. Contractor agrees to indemnify the City, its officers, agents and employees against, and shall hold and save them and each of them harmless from, any and ~~all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities,~~ (herein "claims or liabilities") ~~that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work,~~ operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or **to the extent** arising from the negligent acts or omissions of

Contractor hereunder, or *to the extent* arising from Contractor's negligent performance of or *negligent* failure to perform any term, provision, covenant or condition of this Agreement, ~~whether or not there is concurrent passive or active negligence on the part of the City, its officers, agents or employees but~~ excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents or employees, who are directly responsible to the City, and in connection therewith:

a. *To the fullest extent permissible by law*, Contractor shall, ~~defend any action or actions filed in connection with any of said claims or liabilities and shall pay all~~ *reimburse City's reasonable* costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

b. Contractor shall promptly pay any judgment rendered against the City, its officers, agents or employees *to the extent that Contractor has been found legally liable* for any such claims or liabilities arising out of ~~or in connection with the~~ negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

c. In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees *to the extent Contractor has been found legally liable for such costs and fees as determined by a court of competent jurisdiction.*"

Scope of Services ("Exhibit "A") is hereby deleted in its entirety and replaced with the following:

***"EXHIBIT "A" - SCOPE OF SERVICES***

*A.1 Architectural and landscape architectural assistance will be offered to program participants to assist in the development of concept designs and plans for façade improvements, site design improvements related to parking lot and landscaping enhancements, and other property improvements. The basic services will include the preparation of schematic drawings and*

*preliminary designs for commercial and industrial property rehabilitation in accordance with the city's design standards. Services may include, but are not limited to the following:*

*A.1.1. Inspect candidate sites with staff, and confer with applicant to identify rehabilitation recommendations that are eligible under current program guidelines and consistent with Community Development Block Grant (CDBG) guidelines. Obtain photo documentation of pre-repair conditions for the site and each proposed improvement for placement into the city project file;*

*A.1.2. Provide a line-item list of improvements, preliminary line-item and total construction cost estimate, and architectural services cost estimate for Community Development Block Grant (CDBG) eligible improvements;*

*A.1.3. Prepare preliminary level architectural plans including elevations (three different elevations), site plan, and landscape plans and itemize which improvements will require construction drawings;*

*A.1.4. Confer with staff and the applicant to obtain approval of conceptual improvements;*

*A.1.5. Prepare preliminary design for any signage to be installed, for use by sign contractors for inspiration for design, scale, and color;*

*A.1.6. Prepare construction level architectural plans including elevations, site plan, landscape plans, and irrigation plans consistent with all city, state, federal requirements;*

*A.1.7. Be familiar with all applicable city codes, requirements, and application processes and submittal requirements;*

*A.1.8. Prepare a complete submittal package consistent with the requirements of the planning and/or building and safety divisions;*

*A.1.9. Process construction plans and make revisions as required by the planning department, and plan checkers through the building and safety division up to the approval of the plans for permit issuance;*

*A.1.10. Refine the construction cost estimate as necessary as the project progresses;*

*A.1.11. Prepare a complete and detailed line-item work description based on the latest set of plans for use as a bid document in the construction bid package;*

*A.1.12 Meet with staff and the applicant as necessary to clarify the plans and the vision for the proposed project;*

*A.1.13. Attend the pre-bid job walk to respond to contractor questions and provide any required work scope clarifications;*

*A.1.14. Respond to staff and contractor inquiries during the bidding phase of the project;*

*A.1.15. Attend the pre-construction conference to respond to contractor questions and provide any required work scope clarifications;*

*A.1.16. Respond to staff, contractor, and applicant inquiries during the construction phase of the project;*

*A.1.17. Inspect the project upon the completion of construction to ensure that it has been built in accordance with approved plans, prior to the city final inspection.*

*A.1.18. Provide written or oral reports to the Contract Administrator on all assigned projects on a regular basis, and as requested.”*

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

5. **Authority.** The persons executing this Agreement 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 Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Albert Robles, Mayor

**ATTEST:**

\_\_\_\_\_  
Donesia L. Gause, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[EQG/MGM]

**CONSULTANT:**

RRM DESIGN GROUP, a California corporation

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

Name:

Title:

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

Name:

Title:

Address:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**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 \_\_\_\_\_, 2017 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.

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

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

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