


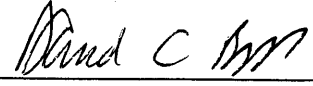


City of Carson Report to Mayor and City Council

May 1, 2012
New Business Consent

SUBJECT: CONSIDER A ONE-YEAR EXTENSION TO AGREEMENTS WITH MDG ASSOCIATES, INC., AND RRM DESIGN GROUP, TO PROVIDE PROFESSIONAL ARCHITECTURAL SERVICES FOR THE COMMERCIAL FAÇADE PROGRAM


Submitted by Clifford W. Graves
Economic Development General Manager


Approved by David C. Biggs
City Manager

I. SUMMARY

The City Council is asked to consider a one-year extension to the architectural services consultant agreements with MDG Associates, Inc. and RRM Design Group.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE a first amendment to the agreement with MDG Associates, Inc. to provide professional services for the preparation of architectural plans for the Commercial Façade Program for a one-year period from May 17, 2012 through May 17, 2013, in an amount not to exceed \$75,000.00.
2. APPROVE a first amendment to the agreement with RRM Design Group to provide professional services for the preparation of architectural plans for the Commercial Façade Program for a one-year period from May 17, 2012 through May 17, 2013, in an amount not to exceed \$75,000.00.
3. AUTHORIZE the Mayor to execute the first amendments to the agreements for architectural services following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

At its meeting of May 17, 2011 (Exhibit No. 5), the City Council approved consultant services agreements with MDG Associates, Inc. (Exhibit No. 1) and RRM Design Group (Exhibit No. 2), each to provide professional architectural services for the preparation of architectural plans for the Commercial Façade Program, in amounts not to exceed \$75,000.00. Following the May 17, 2011, approval, agreements with both firms were executed as of May 18, 2011, for periods of one year. Both agreements provided options for their extension for an

additional one-year period at the discretion of City Council. Approval of the exercise of the one-year extension option for both agreements (Exhibit Nos. 3 and 4) is recommended at this time to provide continuity of this program.

The action approved by City Council on May 17, 2011, was a joint agenda item with the now-defunct Carson Redevelopment Agency. As noted in the Fiscal Impact section of this report, sufficient funding for both agreements has been included in the approved Community Development Block Grant (CDBG) 2012-2013 Annual Action Plan. Given the fact that the Carson Redevelopment Agency no longer exists, and that sufficient CDBG funds have been allocated for both agreements, a single agenda item for City Council approval of the extension of both agreements is being presented at this time. The two First Amendments delete the references to the Redevelopment Agency from the two agreements.

V. FISCAL IMPACT

Funds to cover the costs of the two consulting services agreements in the amount of \$150,000.00 have been included in the approved CDBG 2012-2013 Annual Action Plan (under Architectural Services), as well as in the proposed FY 2012/13 CDBG budget in account number 15-70-760-188-6025.

VI. EXHIBITS

1. MDG Associates, Inc. Consultant Services Agreement. (pgs. 4-22)
2. RRM Design Group Consultant Services Agreement. (pgs. 23-40)
3. First Amendment to the MDG Associates, Inc. Consultant Services Agreement. (pgs. 41-42)
4. First Amendment to the RRM Design Group Consultant Services Agreement. (pgs. 43-44).
5. Minutes, May 17, 2011, Item No. 1. (pg. 45)

Prepared by: Keith Bennett

TO:Rev091911

Reviewed by:

City Clerk	City Treasurer
Administrative Services	Development Services
Economic Development	Public Services

Action taken by City Council

Date_____ Action_____

AGREEMENT TO PROVIDE ARCHITECTURAL CONSULTANT SERVICES BY, BETWEEN AND AMONG THE CITY OF CARSON, THE CARSON REDEVELOPMENT AGENCY AND MDG ASSOCIATES, INC.

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this 18th day of May, 2011, by, between and among the CITY OF CARSON, a general law city and municipal corporation, ("City"), CARSON REDEVELOPMENT AGENCY, a public body, corporate and politic ("Agency"), and MDG ASSOCIATES, INC., a California limited liability corporation ("Consultant"). The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City/Agency entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City/Agency and any federal, state or local governmental agency having jurisdiction in effect at the time service is rendered.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City/Agency against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City/Agency hereunder.

1.4 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing,

prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City/Agency of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Administrator.

1.5 Care of Work. The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City/Agency, except such losses or damages as may be caused by City/Agency's own negligence.

1.6 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.7 Additional Services. City/Agency shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Administrator to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum, or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Administrator. Any greater increases, taken either separately or cumulatively must be approved by the City/Agency Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore.

1.8 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of seventy-five thousand dollars (\$75,000.00) ("Contract Sum"), except as provided in Section 1.8. The method of compensation may include: (i) a lump sum payment



upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Administrator in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City/Agency; Consultant shall not be entitled to any additional compensation for attending said meetings.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City/Agency in the form approved by the City/Agency's Administrative Services General Manager, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, City/Agency shall pay Consultant for all expenses stated thereon which are approved by City/Agency pursuant to this Agreement no later than the last working day of the month.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City/Agency for the purposes of this Agreement. The availability of funding is affected by matters outside the City/Agency's control, including other governmental entities. Accordingly, the City/Agency has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding, for any reason.

3.0 **PERFORMANCE SCHEDULE**

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement when directed to do so in writing by the Contract Administrator, and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D", if any, and incorporated herein by this reference.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City/Agency, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Administrator in writing of the causes of the delay. The Contract Administrator shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Administrator such delay is justified. The Contract Administrator's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City/Agency for any delay in the performance of this



Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term & Extended Term(s). Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect from and after May 18, 2011 and for one (1) calendar year City/Agency reserves the right, in its sole and unfettered discretion, to extend the Term of this Agreement for up to a maximum of one (1) year (an "Extended Term"). City/Agency shall exercise its right to extend the Term of the Agreement by providing Consultant with written notice of its intent to extend the Term or any Extended Term of this Agreement not less than thirty (30) calendar days prior to the expiration of the Term or any Extended Term of this Agreement.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. The following principals of Consultant are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

MDG ASSOCIATES, INC.
Rodolpho E. Munoz, President
10722 Arrow Route, Suite 822
Rancho Cucamonga, CA 91730
rmunoz@mdg-ldm.com
Office: 909.476-9696, extension 103
Fax: 909.476-6086

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City/Agency to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City/Agency.

4.2 Contract Administrator. The Contract Administrator shall be such person as may be designated by the City Manager/Agency Executive Director or the Economic Development General Manager, or in his or her absence, an individual designated in writing by the City Manager/Executive Director. It shall be the Consultant's responsibility to ensure that the Contract Administrator is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City/Agency to the Contract Administrator. Unless otherwise specified herein, any approval of City/Agency required hereunder shall mean the approval of the Contract Administrator. The Contract Administrator shall have authority to sign all documents on behalf of the City/Agency required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City/Agency to enter into this Agreement. Therefore, Consultant shall not



contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Contract Administrator. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City/Agency. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City/Agency.

4.4 Independent Contractor. Neither the City/Agency nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City/Agency shall have no voice in the selection, discharge, supervision, or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City/Agency and shall remain at all times as to City/Agency a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City/Agency. City/Agency shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venture or a member of any joint enterprise with Consultant.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City/Agency, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.



(d) Professional Liability Insurance. A policy of professional liability insurance in an amount not less than \$1,000,000 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City/Agency.

(e) Additional Insurance. Policies of such other insurance, including professional liability insurance, as may be required in the Special Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City/Agency, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City/Agency, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City/Agency. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Administrator. No work or services under this Agreement shall commence until Consultant has provided City/Agency with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City/Agency.

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Management Office of the City/Agency due to unique circumstances.

In the event the Consultant subcontracts any portion of the work in compliance with Section 3.3 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 5.1

5.2 Indemnification. Consultant agrees to indemnify the City/Agency, its officers, agents and employees against, and will 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 Consultant, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Consultant hereunder, or arising from Consultant's negligent performance of or 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/Agency, its officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City/Agency, its

officers, agents or employees, who are directly responsible to the City/Agency, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City/Agency, its officers, agents or employees 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 Consultant hereunder; and Consultant agrees to save and hold the City/Agency, its officers, agents, and employees harmless therefrom;

(c) In the event the City/Agency, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant 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 Consultant hereunder, Consultant agrees to pay to the City/Agency, its officers, agents or employees, any and all costs and expenses incurred by the City/Agency, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

6.0 RECORDS AND REPORTS

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Administrator such reports concerning the performance of the services required by this Agreement as the Contract Administrator shall require. Consultant hereby acknowledges that the City/Agency is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Administrator of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Administrator to evaluate the performance of such services. The Contract Administrator shall have full and free access to such books and records at all times during normal business hours of City/Agency, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City/Agency shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and/or agents in the performance of this Agreement shall be the property of City/Agency and shall be delivered to City/Agency upon

request of the Contract Administrator or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City/Agency of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City/Agency's sole risk and without liability to Consultant, and the City/Agency shall indemnify the Consultant for all damages resulting therefrom. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City/Agency of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City/Agency for all damages resulting therefrom.

6.4 Release of Documents. The reports, records, documents and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Administrator.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City/Agency's or the Consultant's right to terminate this Agreement without cause pursuant to Section 7.8.

7.3 Retention of Funds. Consultant hereby authorizes City/Agency to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City/Agency for any losses, costs, liabilities, or damages suffered by City/Agency, and (ii) all amounts for which City/Agency may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City/Agency may withhold from any payment due, without liability for interest because of such

withholding, an amount sufficient to cover such claim. The failure of City/Agency to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City/Agency as elsewhere provided herein.

7.4 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City/Agency the sum of Zero (\$0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City/Agency may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City/Agency reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Administrator. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City/Agency, except that where termination is due to the fault of the City/Agency, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Administrator. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Administrator thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Administrator, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for

the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City/Agency may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City/Agency shall use reasonable efforts to mitigate such damages), and City/Agency may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City/Agency as previously stated.

7.10 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

8.0 CITY/AGENCY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City/Agency Officers and Employees. No officer or employee of the City/Agency shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City/Agency or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest. No officer or employee of the City/Agency shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Administrator, prior to the City/Agency's execution of this Agreement, Consultant shall provide the City/Agency with an executed statement of economic interest.

8.3 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City/Agency, to the City/Agency Manager and to the attention of the Contract Administrator, CITY/AGENCY OF CARSON, One Civic Plaza, Suite 500, CARSON, California 90745, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate 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]

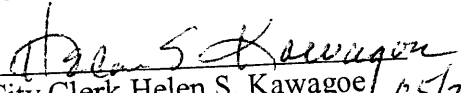
IN WITNESS WHEREOF, the parties have executed and entered into this Agreement to be effective May 18, 2011.

CITY:

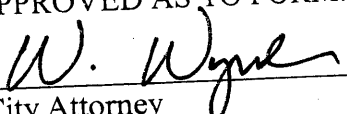
CITY OF CARSON,
a municipal corporation


Mayor Jim Dear

ATTEST:

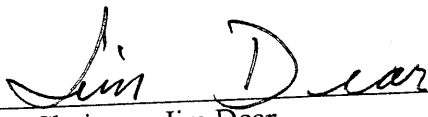

City Clerk Helen S. Kawagoe 05/26/11

APPROVED AS TO FORM:

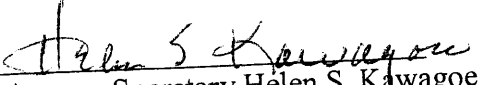

City Attorney

AGENCY:

CARSON REDEVELOPMENT AGENCY,
a public body, corporate and politic


Chairman Jim Dear

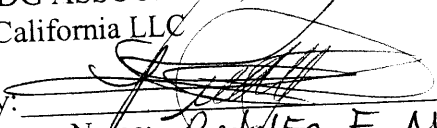
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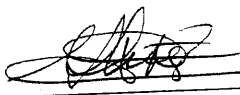

Agency Secretary Helen S. Kawagoe 05/26/11

APPROVED AS TO FORM:


Agency Counsel

MDG ASSOCIATES, INC.,
a California LLC

By: 
Name: RODOLFO E. MUNOZ
Title: PRESIDENT

By: 
Name: GUADALUPE R. MUNOZ
Title: SECRETARY

STATE OF CALIFORNIA,)

COUNTY OF ~~LOS ANGELES~~)
SAN BERNARDINO)

On MAY 20, 2011 before me, FRANIE MEYER, a
Public Notary, personally appeared RODOLFO E. MUNOZ AND GUADALUPE R. MUNOZ, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(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



(Seal)

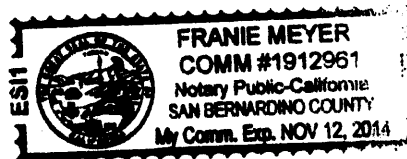


EXHIBIT "A"
SCOPE OF SERVICES

- 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 to identify rehabilitation recommendations that are eligible under current program guidelines and consistent with Community Development Block Grant (CDBG) and Carson Redevelopment Agency (CRA) guidelines;
 - A.1.2 Provide a list of improvements, preliminary construction cost estimate, and architectural services cost estimate both broken down into Community Development Block Grant (CDBG) and Carson Redevelopment Agency (CRA) 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 Prepare preliminary design for signage to be used by sign contractors for inspiration for design, scale, and color;
 - A.1.5 Prepare construction level architectural plans including elevations, site plan, landscape plans, and irrigation plans consistent with all city, state, federal requirements;
 - A.1.6 Be familiar with all applicable city codes, requirements, and application processes and submittal requirements;
 - A.1.7 Prepare a complete submittal package consistent with the requirements of the planning and/or building and safety divisions;
 - A.1.8 Process construction plans and make revisions as required by plan checkers through the building and safety division up to approval of the plans.
 - A.1.9 Refine the construction cost estimate as necessary as the project progresses;
 - A.1.10 Prepare a complete and detailed work description based on the latest set of plans to be used in the construction bid package;
 - A.1.11 Meet with staff and contractors as necessary to clarify the plans and the vision for the proposed project.

EXHIBIT "A"
SCOPE OF SERVICES [CONTINUED]

- A.1.12 Inspect the proposed project upon completion to ensure project has been built consistent with plans prior to the city final inspection.
- A.1.13 Provide written or oral reports to the Contract Administrator on all assigned projects on a regular basis.

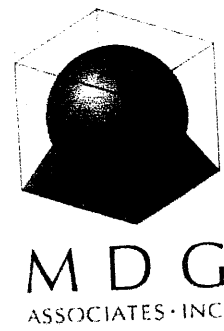


EXHIBIT "B"
SPECIAL REQUIREMENTS

B-1. City/Agency hereby waives Section 7.7 of the Agreement.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

- C-1. Consultant shall prepare, submit a not-to-exceed cost for each project, and obtain written approval of the Contract Administrator prior to commencing work. Monthly progress payment invoices shall be submitted, and upon approval of the Contract Administrator, will be paid through the City/Agency's warrant procedure within ten business days of receipt of the invoice.
- C-2. MDG Schedule of Hourly Bill Rates submitted with response to Statement of Qualifications attached as page 17A



Note: Consultant fees will be based on an agreed fixed fee based on a scope of work (per project) that is agreed upon by both parties prior to commencement of the work. Any work that is requested above and beyond the agreed upon scope of work shall be billed at the rates listed below (Exhibit "A")

Exhibit "A"

Schedule Of Hourly Billing Rates
Rates effective as of January 1, 2011

<u>STAFF PERSON:</u>	<u>HOURLY RATE:</u>
President/Senior Vice -President	\$105.00/Hr
Vice President	\$95.00/Hr
Manager	\$90.00/Hr
Senior Associate	\$85.00/Hr
Associate	\$75.00/Hr
Senior Project Assistant	\$65.00/Hr
Project Assistant	\$55.00/Hr
Secretary	\$40.00/Hr

Reimbursable Items:

Project Supplies	At Cost plus 10% surcharge
Prints/Reproductions	At Cost plus 10% surcharge

If MDG staff is requested by the City to attend a meeting not considered a part of this proposal or on a day in which a consultant is not scheduled to be on site, the City shall be billed for the time it takes to drive to and from the City and its corporate office.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

- D-1. Consultant shall perform the services requested by City/Agency pursuant to the Scope of Services and a not-to-exceed cost for each project, Exhibit "A" herein, commencing when authorized in writing by the Contract Administrator for the entire Term or any Extended Term of this Agreement.

AGREEMENT TO PROVIDE ARCHITECTURAL CONSULTANT SERVICES BY, BETWEEN AND AMONG THE CITY OF CARSON, THE CARSON REDEVELOPMENT AGENCY AND RRM DESIGN GROUP

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this 18th day of May, 2011, by, between and among the CITY OF CARSON, a general law city and municipal corporation, ("City"), CARSON REDEVELOPMENT AGENCY, a public body, corporate and politic ("Agency"), and RRM DESIGN GROUP, a California corporation ("Consultant"). The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City/Agency entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City/Agency and any federal, state or local governmental agency having jurisdiction in effect at the time service is rendered.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City/Agency against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City/Agency hereunder.

1.4 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing,

prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City/Agency of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Administrator.

1.5 Care of Work. The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City/Agency, except such losses or damages as may be caused by City/Agency's own negligence.

1.6 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.7 Additional Services. City/Agency shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Administrator to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum, or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Administrator. Any greater increases, taken either separately or cumulatively must be approved by the City/Agency Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore.

1.8 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of seventy-five thousand dollars (\$75,000.00) ("Contract Sum"), except as provided in Section 1.8. The method of compensation may include: (i) a lump sum payment

upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Administrator in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City/Agency; Consultant shall not be entitled to any additional compensation for attending said meetings.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City/Agency in the form approved by the City/Agency's Administrative Services General Manager, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, City/Agency shall pay Consultant for all expenses stated thereon which are approved by City/Agency pursuant to this Agreement no later than the last working day of the month.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City/Agency for the purposes of this Agreement. The availability of funding is affected by matters outside the City/Agency's control, including other governmental entities. Accordingly, the City/Agency has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding, for any reason.

3.0 **PERFORMANCE SCHEDULE**

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement when directed to do so in writing by the Contract Administrator, and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D", if any, and incorporated herein by this reference.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City/Agency, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Administrator in writing of the causes of the delay. The Contract Administrator shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Administrator such delay is justified. The Contract Administrator's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City/Agency for any delay in the performance of this

Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term & Extended Term(s). Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect from and after May 18, 2011 and for one (1) calendar year. City/Agency reserves the right, in its sole and unfettered discretion, to extend the Term of this Agreement for up to a maximum of one (1) year (an "Extended Term"). City/Agency shall exercise its right to extend the Term of the Agreement by providing Consultant with written notice of its intent to extend the Term or any Extended Term of this Agreement not less than thirty (30) calendar days prior to the expiration of the Term or any Extended Term of this Agreement.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. The following principals of Consultant are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

RRM DESIGN GROUP
Tony Keith, Project Manager
3675 S. Higuera Street, Suite 102
San Luis Obispo, CA 93401
makeith@rrmdesign.com
Office: 805.543-1794
Fax: 805.543-4609

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City/Agency to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City/Agency.

4.2 Contract Administrator. The Contract Administrator shall be such person as may be designated by the City Manager/Agency Executive Director or the Economic Development General Manager, or in his or her absence, an individual designated in writing by the City Manager/Executive Director. It shall be the Consultant's responsibility to ensure that the Contract Administrator is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City/Agency to the Contract Administrator. Unless otherwise specified herein, any approval of City/Agency required hereunder shall mean the approval of the Contract Administrator. The Contract Administrator shall have authority to sign all documents on behalf of the City/Agency required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City/Agency to enter into this Agreement. Therefore, Consultant shall not

contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Contract Administrator. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City/Agency. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City/Agency.

4.4 Independent Contractor. Neither the City/Agency nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City/Agency shall have no voice in the selection, discharge, supervision, or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City/Agency and shall remain at all times as to City/Agency a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City/Agency. City/Agency shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venture or a member of any joint enterprise with Consultant.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City/Agency, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability Insurance. A policy of professional liability insurance in an amount not less than \$1,000,000 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City/Agency.

(e) Additional Insurance. Policies of such other insurance, including professional liability insurance, as may be required in the Special Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City/Agency, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City/Agency, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City/Agency. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Administrator. No work or services under this Agreement shall commence until Consultant has provided City/Agency with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City/Agency.

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Management Office of the City/Agency due to unique circumstances.

In the event the Consultant subcontracts any portion of the work in compliance with Section 3.3 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 5.1

5.2 Indemnification. Consultant agrees to indemnify the City/Agency, its officers, agents and employees against, and will 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 Consultant, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Consultant hereunder, or arising from Consultant's negligent performance of or 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/Agency, its officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City/Agency, its

officers, agents or employees, who are directly responsible to the City/Agency, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City/Agency, its officers, agents or employees 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 Consultant hereunder; and Consultant agrees to save and hold the City/Agency, its officers, agents, and employees harmless therefrom;

(c) In the event the City/Agency, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant 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 Consultant hereunder, Consultant agrees to pay to the City/Agency, its officers, agents or employees, any and all costs and expenses incurred by the City/Agency, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

6.0 RECORDS AND REPORTS

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Administrator such reports concerning the performance of the services required by this Agreement as the Contract Administrator shall require. Consultant hereby acknowledges that the City/Agency is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Administrator of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Administrator to evaluate the performance of such services. The Contract Administrator shall have full and free access to such books and records at all times during normal business hours of City/Agency, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City/Agency shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and/or agents in the performance of this Agreement shall be the property of City/Agency and shall be delivered to City/Agency upon

request of the Contract Administrator or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City/Agency of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City/Agency's sole risk and without liability to Consultant, and the City/Agency shall indemnify the Consultant for all damages resulting therefrom. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City/Agency of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City/Agency for all damages resulting therefrom.

6.4 Release of Documents. The reports, records, documents and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Administrator.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City/Agency's or the Consultant's right to terminate this Agreement without cause pursuant to Section 7.8.

7.3 Retention of Funds. Consultant hereby authorizes City/Agency to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City/Agency for any losses, costs, liabilities, or damages suffered by City/Agency, and (ii) all amounts for which City/Agency may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City/Agency may withhold from any payment due, without liability for interest because of such



withholding, an amount sufficient to cover such claim. The failure of City/Agency to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City/Agency as elsewhere provided herein.

7.4 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City/Agency the sum of Zero (\$0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City/Agency may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City/Agency reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Administrator. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City/Agency, except that where termination is due to the fault of the City/Agency, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Administrator. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Administrator thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Administrator, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for

the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City/Agency may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City/Agency shall use reasonable efforts to mitigate such damages), and City/Agency may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City/Agency as previously stated.

7.10 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

8.0 CITY/AGENCY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City/Agency Officers and Employees. No officer or employee of the City/Agency shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City/Agency or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest. No officer or employee of the City/Agency shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Administrator, prior to the City/Agency's execution of this Agreement, Consultant shall provide the City/Agency with an executed statement of economic interest.

8.3 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City/Agency, to the City/Agency Manager and to the attention of the Contract Administrator, CITY/AGENCY OF CARSON, One Civic Plaza, Suite 500, CARSON, California 90745, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration: Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate 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 have executed and entered into this Agreement to be effective May 18, 2011.

CITY:

CITY OF CARSON,
a municipal corporation

Jim Dear
Mayor Jim Dear

ATTEST:

Helen S. Kawagoe
City Clerk Helen S. Kawagoe 05/26/11

APPROVED AS TO FORM:

W. Wyse
City Attorney

AGENCY:

CARSON REDEVELOPMENT AGENCY,
a public body, corporate and politic

Jim Dear
Chairman Jim Dear

ATTEST:

Helen S. Kawagoe
Agency Secretary Helen S. Kawagoe 05/26/11

APPROVED AS TO FORM:

W. Wyse
Agency Counsel

RRM DESIGN GROUP
a California corporation

By: Gregory Peters
Name: Gregory Peters
Title: Secretary CFO

By: Jeff Ferber
Name: Jeff Ferber
Title: Director

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Luis Obispo)

On May 23, 2011, before me, Heather Leigh Teaford, Notary Public, a Notary Public, personally appeared Gregory Peters and Jeffrey Ferber, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 Heather Teaford

(Seal)

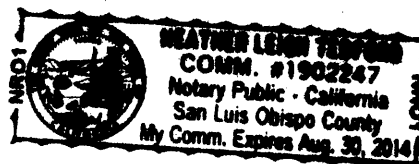


EXHIBIT "A"
SCOPE OF SERVICES

- 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 to identify rehabilitation recommendations that are eligible under current program guidelines and consistent with Community Development Block Grant (CDBG) and Carson Redevelopment Agency (CRA) guidelines;
 - A.1.2 Provide a list of improvements, preliminary construction cost estimate, and architectural services cost estimate both broken down into Community Development Block Grant (CDBG) and Carson Redevelopment Agency (CRA) 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 Prepare preliminary design for signage to be used by sign contractors for inspiration for design, scale, and color;
 - A.1.5 Prepare construction level architectural plans including elevations, site plan, landscape plans, and irrigation plans consistent with all city, state, federal requirements;
 - A.1.6 Be familiar with all applicable city codes, requirements, and application processes and submittal requirements;
 - A.1.7 Prepare a complete submittal package consistent with the requirements of the planning and/or building and safety divisions;
 - A.1.8 Process construction plans and make revisions as required by plan checkers through the building and safety division up to approval of the plans.
 - A.1.9 Refine the construction cost estimate as necessary as the project progresses;
 - A.1.10 Prepare a complete and detailed work description based on the latest set of plans to be used in the construction bid package;
 - A.1.11 Meet with staff and contractors as necessary to clarify the plans and the vision for the proposed project.

EXHIBIT "A"
SCOPE OF SERVICES [CONTINUED]

- A.1.12 Inspect the proposed project upon completion to ensure project has been built consistent with plans prior to the city final inspection.
- A.1.13 Provide written or oral reports to the Contract Administrator on all assigned projects on a regular basis.

EXHIBIT "B"
SPECIAL REQUIREMENTS

B-1. City/Agency hereby waives Section 7.7 of the Agreement.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

- C-1. Consultant shall prepare, submit a not-to-exceed cost for each project, and obtain written approval of the Contract Administrator prior to commencing work. Monthly progress payment invoices shall be submitted, and upon approval of the Contract Administrator, will be paid through the City/Agency's warrant procedure within ten business days of receipt of the invoice.
- C-2. RRM Design Group billing rates, fees and reimbursable expenses schedule – page 17A.



**Carson Community Development Block
Architectural and Landscape Architectural Services
May 2011**

Bill Rates

Erik Justesen, CEO	\$170/hr
Tony Keith, Principal Landscape Architect	\$135/hr
Pat Blote, Architect	\$130/hr
Shawn Ridenhour, Job Captain	\$110/hr
Chris Dufour, Landscape Architect	\$95/hr
Herb Barnes, Graphic Designer	\$90/hr
Technical Staff	\$80/hr

Consultant Fees

Any consultant fees will be based on a proposal for a specific work scope.

Reimbursable Expenses

Incidental expenses incurred by RRM Design Group, or any subconsultant it may hire to perform services for this project, are reimbursed by the client at actual cost plus 10% to cover its overhead and administrative expenses. Reimbursable expenses include, but are not limited to reproduction costs, postage, shipping and handling of drawings and documents, long distance communications, fees paid to authorities having jurisdiction over the project, the expense of any additional insurance requested by client in excess of that normally carried by RRM Design Group or its subconsultants, travel expenses (transportation/automobile/lodging/meals), renderings, and models. Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

- D-1. Consultant shall perform the services requested by City/Agency pursuant to the Scope of Services and a not-to-exceed cost for each project, Exhibit "A" herein, commencing when authorized in writing by the Contract Administrator for the entire Term or any Extended Term of this Agreement.



**FIRST AMENDMENT TO CITY OF CARSON/CARSON REDEVELOPMENT
AGENCY CONSULTANT SERVICES AGREEMENT
[MDG Associates, Inc. - Architectural Services]**

This first amendment to that certain Consultant Services Agreement, dated as of May 18, 2011 (First Amendment), is made and entered into this 18th day of May, 2012, by and between the city of Carson, a general law city and municipal corporation (City), Carson Redevelopment Agency, a public body corporate and politic (Agency), and MDG Associates, Inc., a California limited liability corporation (Consultant).

WHEREAS, the Agency and Consultant previously entered into that certain **Agreement to Provide Architectural Consultant Services** dated as of May 18, 2011 (Agreement); and

WHEREAS, the Agency desires to continue the services of Consultant beyond the term of such Agreement in order to perform additional services within the scope of services defined in such Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. The first paragraph of the Agreement is hereby amended to read, in its entirety, as follows:

This CONTRACT SERVICES AGREEMENT (Agreement) is made and entered into this 18th day of May, 2011 by and between the CITY OF CARSON, a general law city and municipal corporation (City), and MDG ASSOCIATES, INC., a California limited liability corporation (Consultant). The parties hereto agree as follows:

Section 2. Section 3.4 of the Agreement is hereby amended to read, in its entirety, as follows:

3.4 Term & Extended Term(s). Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect from and after May 18, 2012 and for one (1) calendar year.

Section 3. Within the body of the Agreement, all references to City/Agency (specifically as found in Sections 1.1, 1.2, 1.3, 1.4, 1.5, 1.7, 2.1, 2.2, 2.3, 3.3, 4.1, 4.2, 4.3, 4.4, 5.1, 5.2, 6.1, 6.2, 6.3, 7.2, 7.3, 7.7, 7.8, 7.9, 8.1, 8.2, and 9.1, as well as within Exhibits B, C, and D) are hereby amended to read City.

Section 4. Within Exhibit A of the Agreement, all references to Carson Redevelopment Agency (CRA) are hereby deleted.

Section 5. Except as expressly amended by this First Amendment, all other terms, conditions, and obligations of the Agreement shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:
CITY OF CARSON, a general law city and
municipal corporation

Mayor Jim Dear

ATTEST:

City Clerk Donesia L. Gause, CMC

APPROVED AS TO FORM:

City Attorney

CONSULTANT:
MDG ASSOCIATES, INC., a California limited
liability corporation

By:

Name: Rudolpho E. Munoz
Title: President

Address: 10722 Arrow Route,
Suite 822
Rancho Cucamonga, CA
91730

[END OF SIGNATURES]

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**FIRST AMENDMENT TO CITY OF CARSON/CARSON REDEVELOPMENT
AGENCY CONSULTANT SERVICES AGREEMENT
[RRM Design Group - Architectural Services]**

This first amendment to that certain Consultant Services Agreement, dated as of May 18, 2011 (First Amendment), is made and entered into this 18th day of May, 2012, by and between the city of Carson, a general law city and municipal corporation (City), Carson Redevelopment Agency, a public body corporate and politic (Agency), and RRM Design Group, a California corporation (Consultant).

WHEREAS, the Agency and Consultant previously entered into that certain **Agreement to Provide Architectural Consultant Services** dated as of May 18, 2011 (Agreement); and

WHEREAS, the Agency desires to continue the services of Consultant beyond the term of such Agreement in order to perform additional services within the scope of services defined in such Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. The first paragraph of the Agreement is hereby amended to read, in its entirety, as follows:

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Section 2. Section 3.4 of the Agreement is hereby amended to read, in its entirety, as follows:

3.4 Term & Extended Term(s). Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect from and after May 18, 2012 and for one (1) calendar year.

Section 3. Within the body of the Agreement, all references to City/Agency (specifically as found in Sections 1.1, 1.2, 1.3, 1.4, 1.5, 1.7, 2.1, 2.2, 2.3, 3.3, 4.1, 4.2, 4.3, 4.4, 5.1, 5.2, 6.1, 6.2, 6.3, 7.2, 7.3, 7.7, 7.8, 7.9, 8.1, 8.2, and 9.1, as well as within Exhibits B, C, and D) are hereby amended to read City.

Section 4. Within Exhibit A of the Agreement, all references to Carson Redevelopment Agency (CRA) are hereby deleted.

Section 5. Except as expressly amended by this First Amendment, all other terms, conditions, and obligations of the Agreement shall remain in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE]

EXHIBIT NO. - 4



IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:
CITY OF CARSON, a general law city and
municipal corporation

Mayor Jim Dear

ATTEST:

City Clerk Donesia L. Gause, CMC

APPROVED AS TO FORM:

City Attorney

CONSULTANT:
RRM DESIGN GROUP, a California corporation

By: _____
Name: Gregory Peters
Title: Secretary/CFO

By: _____
Name: Jeff Ferber
Title: Director

Address: 3675 South Higuera Street,
Suite 102
San Luis Obispo, CA 91730

[END OF SIGNATURES]





**MINUTES
CARSON CITY COUNCIL
REGULAR JOINT MEETING**

MAY 17, 2011

**ITEM NO. (1) CONSIDER AWARD OF CONSULTANT SERVICES AGREEMENTS WITH
MDG ASSOCIATES, INC. AND RRM DESIGN GROUP TO PROVIDE
PROFESSIONAL ARCHITECTURAL SERVICES FOR THE COMMERCIAL
FAÇADE PROGRAM (ECONOMIC DEVELOPMENT)**

THIS IS A JOINT AGENDA ITEM WITH AGENCY ITEM NO. 3

RECOMMENDATION for the City Council:

TAKE the following actions:

1. APPROVE a consultant services agreement with MDG Associates, Inc. to provide professional architectural services for the preparation of architectural plans for the Commercial Façade Program for a not-to-exceed amount of \$75,000.00.
2. APPROVE a consultant services agreement with RRM Design Group to provide professional architectural services for the preparation of architectural plans for the Commercial Façade Program for a not-to-exceed amount of \$75,000.00.
3. AUTHORIZE the Mayor to execute the two consultant services agreements following approval as to form by the City Attorney.

ACTION: Item No. 1 was approved on the New Business Consent Calendar on motion of Dear, seconded by Ruiz-Raber and unanimously carried by the following vote:

Ayes: Mayor/Chairman Dear, Mayor Pro Tem/Vice Chairperson Ruiz-Raber, Council/Agency Member Davis-Holmes, Council/Agency Member Gipson, and Council/Agency Member Santarina
Noes: None
Abstain: None
Absent: None

EXHIBIT NO. - 5