

**AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF MANHATTAN BEACH AND SELBERT PERKINS DESIGN**

This Second Amendment ("Amendment No. 2") to that certain agreement dated May 1, 2015 ("Agreement") by and between the City of Manhattan Beach, a California municipal corporation ("City") and Selbert Perkins Design, a California corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of this 3rd day of February, 2016 ("Effective Date").

**RECITALS**

- A. On May 1, 2015, the City and Consultant entered into an agreement for professional services for the Consultant to develop and implement a comprehensive community identification and wayfinding signage program;
- B. The City requires continued services from Consultant and Consultant desires to provide the services; and
- C. The Parties now desire to amend the Agreement to allow Consultant to continue to provide specified services to the City, and to allow the City to provide compensation for the services provided.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby amend the Agreement as follows:

Section 1. Consultant shall perform the services described in Exhibit A, attached to this Amendment No. 2 and incorporated herein by reference, to the full satisfaction of the City and pursuant to a timeline directed by the City Manager. In the event of any inconsistency between the terms of Exhibit A and this Agreement, this Agreement shall govern.

Section 2. Section 3.1 of the Agreement is hereby amended to read:

"Amount. Compensation under this Agreement shall not exceed \$44,000.00. For the services provided pursuant to Amendment No. 2, compensation shall be provided in accordance with the Fee Proposal included in Exhibit A to Amendment No. 2."

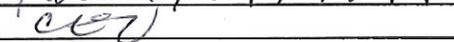
Section 3. Except as specifically amended by this Amendment No. 2, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 2 on the day and year first shown above.

CONSULTANT

Selbert Perkins Design

By: 

Its: 

CITY OF MANHATTAN BEACH

Mark Danaj, City Manager

ATTEST:

Liza Tamura, City Clerk

APPROVED AS TO FORM:

  
Michael Estrada, Assistant City Attorney

04 January 2016

Karen Domerchie  
Office of the City Clerk  
1400 Highland Avenue  
Manhattan Beach  
CA 90266



**re: City of Manhattan Beach Community Identification and Wayfinding Signage Program**

Dear Karen:

Selbert Perkins Design is pleased to submit our proposal for the next phase of the City of Manhattan Beach Community Identification and Wayfinding Signage Program.

We look forward to continuing our collaboration with the City of Manhattan Beach to create a meaningful and appropriate sign program to reinforce and enhance the character of Manhattan Beach.

Sincerely,

A handwritten signature in black ink that reads "Clifford Selbert".

Clifford Selbert  
Partner

432 culver blvd.  
playa del rey, ca 90293  
T 310.822.5223 | F 310.822.5203

**PHASE III: DESIGN INTENT**

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**(3) Meetings/Presentations with City team in Manhattan Beach**

**Teleconferences, if needed**

**Schedule: 4-6 weeks**

1. Selbert Perkins will work with team members from the City of Manhattan Beach to develop a clear Master Plan for implementation of the Community Identification and Wayfinding Signage Program. Meetings will cover the following agenda items:
  - a. Review the schedule of planned City construction and development projects, to identify the best opportunities for implementation within existing projects
  - b. Review and update proposed sign location plans and quantities
  - c. Develop preliminary message schedule to ensure revised designs reflect existing and future city needs.
  - d. Review updated design proposal, based on comments and direction received by City Council presentation
2. Based on these meetings, Selbert Perkins will develop the following items:
  - a. Phasing plan for project implementation
  - b. Revised location plans and quantities for Community Identity and Wayfinding elements
  - c. Revised Design Development of Community Identity and Wayfinding elements for preliminary cost estimates
  - d. Preliminary design for city wayfinding map
3. Selbert Perkins will review Design Development documents with fabricators to develop a revised cost estimate

**Phase III deliverables: hard copy and uploaded digital file:**

- Design Development package with general specifications for approved elements
- Phasing plan for implementation
- Revised location plans
- Revised quantities and cost estimates
- Preliminary wayfinding map
- Materials board
- Minutes from meetings and teleconferences

# cost proposal

<b>PHASE</b>	<b>SCHEDULE</b>	<b>FEE</b>
Phase III: Design Intent	4-6 weeks	<b>\$40,000</b> <b>plus expenses</b>
Estimated expenses:		<b>\$ 4,000</b>

## **PROJECT EXPENSES**

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Project expenses are additional and may include models, color copies, color print-outs, plots, materials, deliveries, etc. and are estimated at 10% of the total fee (\$4,000).

## **PAYMENT SCHEDULE**

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Payment will be billed in monthly increments. Payment is due upon receipt.

## **AUTHORIZATION AND ACCEPTANCE**

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We require your signature and in order to begin work. To expedite internal processing, please complete and return the following:

For Selbert Perkins Design Inc.

For The City of Manhattan Beach

by.....

by.....

date.....

date.....

**ADDITIONAL PROJECT SERVICES**

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The following will be considered additional services. If additional services are required during the project they will be billed at a negotiated fee or at standard hourly rates. Additional services will not be incurred without written client approval.

1. GIS-based map denoting locations of each respective sign type
2. Engineering services, construction services, including construction, fabrication, installation reviews.
3. Photography, illustration, naming, copywriting/editing, imagesetting, printing, sign fabrication and installation, video production and post-production, additional market research beyond SPD's defined scope of services, focus group coordination, trade mark research, etc.
4. Significant changes and/or revisions in approved design or scope of services.
5. Change orders to any project component(s) after client approval. Preparation of drawings, mechanicals, specifications, addenda, and any other services provided in connection with change orders.
6. Art direction of photography or illustration.
7. Shop visit inspection and review of on-site installation.
8. Production of models or prototypes.
9. Consultants or sub-consultants.
10. Professional Cost Estimating Services.
11. Acquisition of permits and permit documents and any meetings and presentations related to acquisitions of permits.
12. Presentations, interviews, meetings, reviews with governing agencies, local authorities or neighborhood groups related to the project, in addition to any specified in this Scope of Services.
13. More than (3) concept alternatives.
14. More than (1) round of revisions to the chosen design concept. SPD will inform client of each round of design revisions
15. More than (1) final design of all design elements.
16. More than (3) perspective renderings including computer renderings and virtual walk-throughs.
17. Additional meetings beyond what is outlined.
18. Converting/formatting electronic files to conform to client standards.
19. Creation of any project maps; ie: evacuation maps and/or directory maps.
20. Creation of any phone apps, electronic or mobile communications.

# terms and conditions

## **PAYMENT/BILLING**

Invoices for services rendered will be submitted in accordance with the project payment schedule, previously outlined. Payment is due upon receipt, unless otherwise agreed to in advance by SPD. If the Client disputes any charges, written notice of such disputed charges must be submitted to SPD within 10 days of receipt of invoice. SPD reserves the right to stop project work and withhold presentation materials if payments are not received when due. There is a finance charge of 2% a month for overdue invoices.

## **CANCELLATION/POSTPONEMENT**

In the event of the Client's cancellation or postponement of the project while it is in progress, all fees and expenses, incurred in the interest of the project to date of postponement or cancellation shall be paid by the Client within 10 days of the date that notice is given to SPD, unless otherwise agreed to in advance by SPD.

SPD may withdraw from the project at any time for good cause which includes the Client's breach of this agreement, refusal to cooperate with SPD, or failure to pay SPD's fees or expenses according to agreed upon payment terms.

## **RELEASES**

For editorial copy, artwork (including illustration and photography), etc. provided by the Client, and for use rights negotiated by the Client for editorial copy, artwork, talent etc., the Client will indemnify SPD against all claims and expenses, including reasonable attorneys' fees and costs, due to uses for which no release was requested of SPD in writing by the Client or for uses by the Client which exceed the authority granted by a release.

Conversely, for editorial copy, artwork (including illustration and photography), talent etc. provided by SPD, and for use rights negotiated by SPD for editorial copy, artwork, etc., SPD will indemnify the Client against all claims and expenses, including reasonable attorneys' fees and costs, due to uses for which no release was requested of the Client in writing or for uses which exceed the authority granted by a release.

## **APPROVALS**

SPD requires written documentation of All requests for changes, including to designs and copy. Documentation may be in the form of a facsimile or an e-mail. The Client will proofread and approve all final typeset copy before production of mechanicals; review and approve finished mechanicals and artwork before release to printers; and review and approve all design intent and/or construction documents and related sign schedules prior to release to qualified fabricators. The signature of the Client's authorized representative will be conclusive as to the Client's approval of all the above items prior to their release for printing, fabrication or installation.

## **THIRD PARTY CONTRACTS**

When possible, all outside vendors will be contracted directly by the Client and the Client will pay the outside vendor directly for services. When it is not possible for the Client to contract directly with outside vendors, SPD may contract with others to provide creative services such as writing, photography, illustration, media placement, print and audio/video production, and fabrication. The Client agrees to be bound by any terms and conditions, including required credits, with respect to reproduction of such materials as may be imposed on SPD by such third parties and shall pay for the outside vendors' services upon presentation of an invoice. Such payment shall be made by the Client either to the outside vendor or directly to SPD, at SPD's option. Usage rights for photography and illustration will be negotiated with vendors by the Client directly.

## **ESTIMATES**

SPD has no direct control over printing and fabrication costs or vendors' prices. Cost estimates are made by SPD on the basis of preliminary specifications and SPD cannot and does not guarantee that vendors' proposals and bids of costs will not vary from those estimates.

## **OWNERSHIP**

Upon payment of all amounts owing to SPD, all electronic files generated for the production of this project shall become the property of the Client. SPD retains ownership of all rights, title, and interest, including copyrights, trademarks, and patents related to this project, until all outstanding payments are satisfied in full by the Client. Fees for file copies or additional usages must be negotiated in addition to the above outlined fees.

## **SAMPLES OF WORK**

The Client agrees to furnish SPD with 100 samples of all printed materials without charge. These samples will be used by SPD for publication, exhibition and promotional purposes. SPD retains the right to photograph or otherwise document complete signs or other designs on site following installation.

**PROJECT STORAGE**

Project and electronic files will be stored at SPD for one (1) year at no cost. However, SPD cannot be held responsible for loss or damage of stored files.

**CREDIT**

SPD has the right to include a credit line on the completed designs or any visual representations such as drawings, models or photographs and the Client agrees to include this same credit in any publication of the design by the Client. SPD maintains the right to use any samples and/or photographs for publication, exhibition and promotional purposes.

**ENFORCEMENT**

If SPD incurs attorneys' fees or related costs to enforce this agreement or because of a breach of this agreement by the Client, SPD shall be entitled to recover all of its costs and expenses, including but not limited to, its reasonable attorneys' fees and court costs from the Client.

**INDEMNIFICATION**

The Client will indemnify and hold harmless SPD, its officers, directors, employees, and agents that have contributed information to or provided services for this project, against any and all direct or indirect losses, claims, demands, expenses (including attorneys' fees and court costs) or liabilities of any kind arising in connection thereof, except for claims found to be gross negligence or a breach of this agreement by SPD.

**STATE OF CALIFORNIA**

This agreement shall be governed by the laws of the State of California. If either party hereto is a corporation, trust, or general or limited partnership, each individual executing agreements on behalf of such entity represents and warrants that he or she is duly authorized to do so on behalf of said entity. All disputes and matters whatsoever arising under, in connection with or incident to this contract, shall be litigated, if at all, in and before the Los Angeles Superior Court, Central District, for the State of California, United States of America, to the exclusion of all other courts, or, as to those lawsuits as to which the State court of California lacks subject matter jurisdiction, in and before the United States District Court for the Central District of California, Western Division. By executing this contract you submit to exclusive jurisdiction in the State of California, Los Angeles Superior Court, Central Division, or, as to those lawsuits as to which the State of California lacks subject matter jurisdiction, you agree to submit to the exclusive jurisdiction of the United States District Court for the Central District of California, Western Division.

**INSURANCE**

SPD maintains the insurance coverages and limits outlined below. Additional coverages and limits, if required, shall be at the Client's expense.

a. General Liability	
Each Occurrence	\$1,000,000
Damage To Rented Premises	\$50,000 (each occurrence)
Medical Expense	\$10,000 (any one person)
Personal & Adv. Injury	\$1,000,000
General Aggregate	\$2,000,000
Products - Comp/Op Agg.	\$2,000,000
b. Automobile Liability	
Combined Single Limit	\$1,000,000 (each accident)
c. Umbrella Liability	
Each Occurrence	\$9,000,000
Aggregate	\$9,000,000
d. Workers Compensation and Employers' Liability	
Workers Compensation	Statutory
Employers' Liability	\$1,000,000 (each accident)
	\$1,000,000 (disease - each employee)
	\$1,000,000 (disease - policy limit)
e. Professional Liability	
Each Occurrence	\$2,000,000
Aggregate	\$2,000,000