

SECOND AMENDMENT TO DESIGN-BUILD AGREEMENT

RHOME PROFILE CONSTRUCTION CORPORATION

Storm Drain Maintenance Building (RFP No. 2175)

THIS SECOND AMENDMENT TO DESIGN-BUILD AGREEMENT ("Second Amendment") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation, and RHOME PROFILE CONSTRUCTION CORPORATION, a California corporation, 15545 Bellflower Blvd., Bellflower, CA 90706, State Contractor's License No. 1049174 ("Design-Build Entity").

RECITALS

WHEREAS, the City and Design-Build Entity entered into that certain Design-Build Agreement ("Agreement") dated June 14, 2023, for Storm Drain Maintenance Building (RFP No. 2175); and

WHEREAS, the City and Design-Build entity entered into that certain First Amendment to Design-Build Agreement ("First Amendment") dated December 20, 2023, to extend the term of the Agreement; and

WHEREAS, the Agreement expired on December 31, 2024; and

WHEREAS, the City and Design-Build Entity desire to extend the Term of the Agreement to June 30, 2026; and

WHEREAS, pursuant to Section 2.2, the City and Design-Build Entity desire to add additional Compensation in the amount of One Hundred Sixty-Four Thousand Five Hundred Thirty-Two Dollars (\$164,532.00) for the addition of a building fire sprinkler system and several hundred feet of water line that is required to obtain necessary building permits.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, the City and Design-Build Entity agree as follows:

1. Section 3.2 "Contract Term" is hereby deleted in its entirety and replaced with the following language:

"3.2 Contract Term. Design-Build Entity shall perform the Work in a diligent manner starting June 14, 2023, through project completion as agreed upon by the City, but no later than June 30, 2026, excluding any Plant Establishment, if applicable."

2. Section 2, Contract Price and Payment, is hereby amended to add additional Compensation in the amount of One Hundred Sixty-Four Thousand Five Hundred Thirty-Two Dollars (\$164,532.00) for the addition of a building fire sprinkler system and several hundred feet of water line.

3. All terms and conditions of the Agreement not inconsistent with this Second Amendment shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

IN WITNESS WHEREOF, the City and Design-Build Entity have caused this Second Amendment to Design-Build Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

RHOME PROFILE CONSTRUCTION
CORPORATION, a California corporation

By: _____
City Manager

By: R. L. Earwood
Print Name: Rod L. Earwood
Title: Senior Vice President
(Signature of Board Chair, President, or
Vice President)

ATTESTED TO:

By: _____
City Clerk

and

CERTIFIED AS TO AVAILABILITY OF FUNDS:

By: [Signature]
for Chief Financial Officer

By: Wennie Earwood
Print Name: Wennie Earwood
Title: Secretary
(Signature of Secretary, Assistant
Secretary, CFO, Treasurer, or Assistant
Treasurer)

APPROVED AS TO FORM:

By: Anthony Beauman
Deputy City Attorney