

**AMENDMENT NUMBER ONE TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
IDS GROUP, INC.**

This AMENDMENT NUMBER ONE ("Amendment") is dated the 7<sup>th</sup> day of May, 2024 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City") and IDS GROUP, INC., a California corporation ("Consultant").

WHEREAS, the City and Consultant entered into an agreement on December 7, 2022, for Consultant, as an independent contractor, to provide architectural and engineering design for an IT offices and training room project (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides for a term of two (2) years, with the option to extend the Agreement for two (2) additional one (1) year periods upon mutual written agreement of both parties; and

WHEREAS, Section 2.1 of the Agreement provides that Consultant's total compensation shall not exceed Sixty-Seven Thousand Six Hundred Dollars (\$67,600.00); and

WHEREAS, the City and Consultant desire to extend the term through December 6, 2025; and

WHEREAS, the City and Consultant desire to increase the Consultants compensation by Eleven Thousand Eight-Hundred and Fifty-Seven Dollars (\$11,857), for a total compensation of Seventy-Nine Thousand Four-Hundred Fifty-Seven Dollars (\$79,457).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term. The term of the Agreement shall be extended through December 6, 2025.
2. Compensation. This second sentence in Section 2.1 of the Agreement is revised to state "Consultant's total compensation shall not exceed Seventy-Nine Thousand Four-Hundred Fifty-Seven Dollars (\$79,457.00)."
3. Scope of Services. The Scope of Services shall be amended to include additional services set forth in Exhibit A to this Amendment Number One.
4. Same Meaning. All terms not defined herein shall have the same meaning and use as set forth in the Agreement, as amended. All other terms,

conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.

- 5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first above written.

**CONSULTANT**

Signature John Silber

Date: May 20, 2024

John Silber, Principal Architect  
Name and Title

**CITY OF COSTA MESA**

Lori Ann Farrell Harrison  
Lori Ann Farrell Harrison  
City Manager

Date: 6/19/24

**ATTEST:**

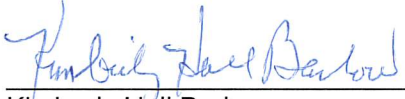
Brenda Green  
Brenda Green  
City Clerk



Date: 6/12/2024

**[Signatures continue on the next page]**

APPROVED AS TO FORM:



Kimberly Hall Barlow  
City Attorney

Date: 6/4/24

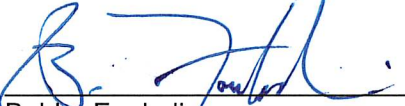
APPROVED AS TO INSURANCE:



Ruth Wang  
Risk Management

Date: 5/28/24

APPROVED AS TO CONTENT:



Bobby Fouladi  
Project Manager

Date: 5.29.24

DEPARTMENTAL APPROVAL:



Raja Sethuraman  
Director of Public Works

Date: 5-30-24

APPROVED AS TO PURCHASING:



Carol Molina  
Finance Director

Date: 5/28/2024

**EXHIBIT A TO AMENDMENT #1**  
**CONSULTANT'S ADDITIONAL SCOPE OF SERVICES**

**ADDITIONAL SERVICES REQUEST – COSTA MESA CITY HALL BASEMENT STORAGE TI**

**PROJECT:** Costa Mesa City Hall – IT Offices and Training Room Improvements  
**DATE:** April 19, 2024  
**IDS No.:** 23X003.00

**DESCRIPTION OF SERVICES**

Provide additional services for the improvement of the storage rooms in the basement. The City of Costa Mesa requested to add these changes to the Plan set of the IT Offices and Training Room Tenant Improvement Project that is currently in the City Plan check for review.

**Assumptions & Exclusions:**

- It is assumed that all existing utilities above the ceiling will remain.
- Lighting fixtures are to remain, and no ceiling finish is required.
- Existing alarm and fire safety will not be in this additional scope.
- Air Balancing and air distribution will not be part of the scope.
- Any additional meetings and site observation will be an add service.
- As-builts and accurate information necessary to complete the services will be provided by client.

**Fees:**


| <b>Additional Design Fees:</b> |                |
|--------------------------------|----------------|
| Arch                           | \$4,507        |
| Electrical                     | \$2,900        |
| Structural                     | \$1,950        |
| <b>TOTAL</b>                   | <b>\$9,357</b> |

Note:  
 Additional design services fees are shown above in the amount of \$9,357.  
Selective Coordination for the electrical required to respond to the Permit #BPCC23-0004 application comment will be an additional \$2,500.00

**Total Add Services = \$11,857**

Thank you for this opportunity.

Requested by:

  
 John Silber  
 Principal Architect  
 IDS Group, Inc.

Approved by:

\_\_\_\_\_ Name

\_\_\_\_\_ Signature Date