

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
GLP ENGINEERING, INC.**

THIS AMENDMENT is made and entered into this 4th day of February, 2014 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and GLP Engineering, Inc. (“Consultant”).

WITNESSETH:

- A. WHEREAS, on June 10, 2013, City and Consultant entered into an agreement for the provision of professional electrical engineering services (“Agreement”); and
- B. WHEREAS, the Agreement prohibits compensation to Consultant in an amount exceeding \$8,500.00 or for any services outside the scope of services detailed in the Agreement; and
- C. WHEREAS, the City now desires Consultant to provide services not covered by the Agreement which would exceed the maximum compensation and therefore both parties desire to amend the Agreement.

NOW, THEREFORE, the parties hereby agree as amend the Agreement as follows:

- 1. Exhibit A entitled “Scope of Work” is amended to add the following to the Consultants existing scope of work:
 - 1. Consultant shall make a mechanical engineering site visit to the Balearic Center to review existing conditions relative to existing and future HVAC systems.
 - 2. Based upon Consultants site visit to Balearic Cener, Consultant shall issue a HVAC report with tonnage estimates and with an electrical load breakdown.
 - 3. Consultant shall engage in discussions with the power company regarding service voltage and size in relation to the Balearic Center.
- 2. Section 2.1 entitled “Compensation” is amended to add that in addition to the compensation provided under the Agreement, Consultant shall receive a flat fee of Two Thousand Five Hundred Dollars (\$2,500.00) as consideration for the services provided in accordance with this Amendment. In addition, the maximum compensation is accordingly amended to be increased to Eleven Thousand Dollars (\$11,000.00).

///

///

///

///

3. All other provisions of the Agreement shall remain in full force and effect. This Amendment with the Agreement shall be construed together and shall constitute one Agreement.

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

CITY OF COSTA MESA,
A municipal corporation



Thomas Hatch, Chief Executive Officer

Date: 3/4/14

GLP ENGINEERING, INC.



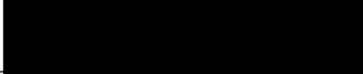
Gary Petrak, President and CEO

Date: 2/1/2014



Social Security or Taxpayer ID Number

APPROVED AS TO FORM:



Thomas P. Duarte, City Attorney

Date: 02/27/14



Ernesto Munoz, Public Services Director

Date: 2.25.14