

**AMENDMENT NUMBER ONE  
TO PROFESSIONAL SERVICES AGREEMENT  
WITH URS CORPORATION AMERICAS AND TRUMARK HOMES LLC.**

This Amendment is made and entered into this 12 day of December 2014 (“Effective Date”) by and between the City of Costa Mesa, a municipal corporation (“City”) and URS Corporation Americas, a Nevada Corporation (“Consultant”), and Trumark Homes, a California Corporation (“Applicant”).

WHEREAS, Consultant, City and Applicant entered into an agreement on October 13<sup>th</sup>, 2014, for Consultant to prepare an Initial Studies/Mitigated Negative Declaration as well as consultation (the “Agreement”) as more fully described in Exhibit “A”; and

WHEREAS, Consultant, City and Applicant desire to amend the Agreement to adjust the amount of compensation from the existing compensation limit of Forty Five Thousand One Hundred and Forty Dollars (\$45,140.00), to a total not-to-exceed amount of Forty Seven Thousand Nine Hundred and Forty Dollars (\$47,940.00), as a result of additional work that will be done; and

WHEREAS, Consultant, City and Applicant desire to amend the Scope of Services to include for preparation of a focused health risk assessment for a dry cleaning establishment at 1125 Victoria Street.

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

1. Paragraph 1.1 shall be amended to read, Consultant shall provide the professional services described in the Scope of Work, a copy of which is attached hereto as Exhibit “A”, and Consultant’s Response to City’s RFP (the “Response”), attached hereto as Exhibit “B,” both incorporated herein by this reference. Reference 1239 Victoria Street (PA-14-19)
2. Paragraph 2.1 of the original Agreement shall be amended to read, “As compensation for the provision of services outlined in Exhibit “A” and in accordance with this agreement, Consultant shall be paid in accordance with the fee schedule set forth in Exhibit “B,” attached hereto and incorporated by reference. Consultant’s total compensation shall not exceed Forty Seven Thousand Nine Hundred and Forty Dollars (\$47,940.00).
3. All terms not herein defined shall have the same meaning and use as set forth in the Agreement.

4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment and previous Amendments, shall remain in full force and effect.


IN WITNESS WHEREOF, the Parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF COSTA MESA,  
A municipal corporation

  
\_\_\_\_\_  
Chief Executive Officer

Date: 1/1/15

APPLICANT

  
\_\_\_\_\_  
Signature

Date: 12/14/14


Eric A. Nelson - Vice President | Land  
Development

  
\_\_\_\_\_  
Taxpayer ID Number


CONSULTANT

  
\_\_\_\_\_  
Signature

Date: 12/22/14


  
\_\_\_\_\_  
Name and Title

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

Date: 01/06/15

APPROVED AS TO INSURANCE:

  
Risk Management


Date: 1/5/15

APPROVED AS TO CONTENT:

  
Project Manager

Date: 1/5/15

APPROVED AS TO CONTENT:

  
Gary Armstrong  
Director of Development Services

Date: 1-5-15



December 2, 2014

Antonio Gardea, Senior Planner  
City of Costa Mesa  
Development Services Department  
Planning Division  
77 Fair Drive  
Costa Mesa, CA 92628

**Subject: Request for Budget Augmentation for Trumark Homes Project IS/MND**


Dear Antonio:

URS respectfully requests a budget augmentation in the amount of \$2,800 for preparation of a focused health risk assessment to establish risk levels associated with current use of perchloroethylene (Perc) at the dry cleaning establishment at 1125 Victoria Street adjacent the project site. The HRA will use the methods in the *Emission Inventory and Risk Assessment Guidelines for Perchloroethylene Dry Cleaners* to compare potential toxic air emissions from this source to SCAQMD significance thresholds for cancer risk and non-cancer hazards.

Results will be provided in the form of a technical memorandum within 7 days of authorization to proceed. We appreciate your consideration of this request. If you have any questions, please contact the undersigned at (714) 648-2732, or via e-mail at [thomas.holm@urs.com](mailto:thomas.holm@urs.com).

Sincerely,

URS Corporation Americas

  
Thomas Holm, AICP  
Environmental Planning Manager

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12/3/14