

FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT WITH
IDS GROUP, INC.

THIS FIRST AMENDMENT, is made and entered into this January 27th, 2015, by and between the CITY OF COSTA MESA, a California municipal corporation ("City") and IDS GROUP, INC., ("Contractor"). The abovementioned parties being hereinafter collectively referred to as the "Parties".

Recitals

- A. City entered into an Professional Services Agreement with Contractor dated May 6, 2014, to provide architectural and engineering design services (the "Agreement"); and
- B. The Parties now desire to enter into this Amendment ("First Amendment") to amend the existing Scope of Work to include the replacement of an existing emergency generator at Fire Station #4.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in the Agreement, the Parties hereby amend the Agreement as follows:

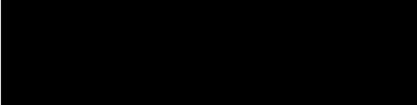
- 1. Section 1.1 of the Agreement is amended to add to the existing Scope of Work the provision of services described in the Contractor's Proposal dated October 6, 2014, attached to this First Amendment as Exhibit "A". This Amendment does not reduce or eliminate any portion of the original Scope of Work set forth in the Agreement which shall remain in full force and effect, but is intended only to add to the original Scope of Work.
- 2. 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 Amendment to be executed by and through their respective authorized officers, as of the date first above written.

Customer:
CITY OF COSTA MESA,
A Municipal Corporation

Contractor:
IDS GROUP, INC.
A California corporation


Tom Hatch, Chief Executive Officer


Signature

V. President
Title

1-27-15
Dated _____

Title _____
Dated 1/14/2015 _____

Approved as to Form: _____
[Redacted Signature]
Thomas P. Duarte, City Attorney

Approved as to Content: _____
[Redacted Signature]
Project Manager

1-28-15
Dated _____

1-14-2015
Dated _____

EXHIBIT A
PROPOSAL DATED OCTOBER 6, 2014.

PROPOSAL

October 6, 2014

Mr. Tim Vasin, Battalion Chief
Costa Mesa Fire Department
(714) 754-5204 office
[REDACTED]

RE: COSTA MESA FIRE STATION #4 - NEW STANDBY EMERGENCY GENERATOR

Dear Tim:

We are pleased to provide the following proposal for the above project.

The scope of work will be as following:

Preparation of Electrical drawings installation of new emergency standby generator located on grade in the existing yard, submittal to the Building Department for plan check and permit. The scope includes the following:

1. Site visit and verify the existing condition.
2. Review the existing service size and evaluate new generator sizing.
3. Preparation of electrical drawings, including design, floor plans, single line diagrams, calculations, and details for installation of the new standby generator.
4. City planning department plan check submittal for review and obtain approval.

Fee

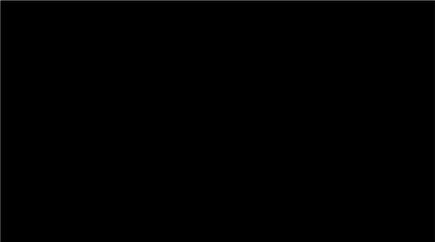
FEE SCHEDULE:

Electrical	\$7,500.00
1. Field visit, evaluation of the existing systems and coordination for feasible location:	\$1,500.00
2. Construction Document:	\$6,000.00
3. Additional Meetings or site visits in excess of one meeting and one site visit:	Hourly as needed
4. Reimbursable Expenses including mileage, printing and plotting of drawings and specifications, and other similar expenses will be billed on a time and material basis.	
Civil	\$1,040.00
1. Construction Documentation and coordination:	\$1,040.00
Architectural	\$1,040.00
2. Construction Documentation and coordination:	<u>\$1,040.00</u>
TOTAL	\$9,580.00

Thank you for the opportunity to work with you on this project.

If you should require additional information or clarification of this proposal please do not hesitate to contact me.

Sincerely,



John Silber, AIA
Principal Architect

APPROVAL:

This proposal for consulting engineering services is accepted and all conditions are agreed.

Client/Company: _____ Date: _____

By: _____ Title: _____

Note:

We will only proceed upon receipt of the signed authorization. Invoices are due 60 days from their date and will accrue interest at the rate of 10% per annum beginning 60 days after your receipt of payment of the prime contract fees. If an invoice becomes delinquent for any reason we have the right to suspend services and withhold or withdraw of instruments of service, pending payment. We have the right to be reimbursed for attorney's fees and reasonable related costs incurred in collection efforts.