

**AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT
WITH
BLACK, O'DOWD AND ASSOCIATES DBA BOA ARCHITECTURE**

This Amendment Number One ("Amendment") is made and entered into this 1st day of October, 2019 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and BLACK, O'DOWD AND ASSOCIATES, a California corporation DBA BOA ARCHITECTURE ("Consultant").

WHEREAS, City and Consultant entered into an agreement on June 1, 2019 for Consultant to provide architectural and engineering services in connection with Phase 1 of the interior improvements to the City Hall breakroom and Finance and I.T. Departments (the "Agreement"); and

WHEREAS, due to lack of funding, the project no longer includes improvements to the breakroom; and

WHEREAS, City and Consultant desire to amend the Scope of Services as set forth in Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, City desires to increase Consultant's compensation to provide funding for Consultant's services relating to Phase 2 and construction support for the project; and

WHEREAS, City desires to increase Consultant's maximum compensation accordingly to Seventy-Five Thousand Nine Hundred Dollars (\$75,900.00).

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

1. The Scope of Services shall be amended as set forth in Exhibit A.
2. Section 2.1 of the Agreement shall be amended to reflect that Consultant's total compensation shall not exceed Seventy-Five Thousand Nine Hundred Dollars (\$75,900.00). Consultant shall be paid according to the fee schedule set forth in Exhibit A.
3. All terms not defined herein 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 shall remain in full force and effect.

[Signatures appear on following page.]

CITY OF COSTA MESA

San Am Jones II
City Manager

Date: 10/31/19

CONSULTANT

Edward Lok Ng
Signature
Edward Lok Ng, President
Name and Title

Date: October 8, 2019

ATTEST:

Brenda Green 11/15/19
City Clerk



APPROVED AS TO FORM:

Terilyn Dale Barber
City Attorney

Date: 10/23/19

APPROVED AS TO INSURANCE:

Ruth
Risk Management

Date: 10/17/19

APPROVED AS TO CONTENT:

Naz Mokarran
Project Manager

Date: 10/18/19

DEPARTMENTAL APPROVAL:

Fur 
Public Services Director

Date: 10-18-19

APPROVED AS TO PURCHASING:


Finance Director

Date: 10/16/19

EXHIBIT A
REVISED SCOPE OF SERVICES



Ms. Naz Mokarram, City of Costa Mesa, Senior Engineer
77 Fair Drive, Costa Mesa, CA 92628

Sept. 19, 2019

Re: Architectural/Engineering for Costa Mesa Temp Office, Finance-IT Depts. Interior Improvements

Based on our site meeting with you and Finance-IT Depts. User staff on 3-18-19, we are pleased to submit our Scope of Work and Fee Proposal for design documents sufficient for building permit and public bidding to contractors. We will remodel the 1st floor Finance-IT Depts. to meet their work space needs and meet your approx. \$500,000 design & construction budget. We will also assist the City to locate and provide floor plan layout of temporary offices during construction. We will have 2 phases, Phase I to take us thru architectural schematic design only. Phase II to prepare 2 separate sets of construction documents; plans, specs, estimate (PSE). Our scope is outlined below and our itemized fee spreadsheet that is attached.

Scope of Work

1. Master planning the entire 6000 sf. Finance Dept. (also includes the IT Dept.) to create "open plan" for more open office cubicles. Create 3 secured public counter stations. Provide at least 3 preliminary floor plan options for review.
2. Layout and location of temporary offices for the Finance Dept. during construction period. Provide 2 options if needed.
3. Coordinate with Finance-IT Depts. to establish interior space goals, functions, circulation.
4. Create "open plan" allowing views to exterior and natural lighting. Possibly explore providing new windows at South exterior wall for this purpose. Relocate cubicles and private offices to enhance "open plan" concept.
5. Relocate the conference room to be near the lobby entry while reconfiguring IT Dept. offices.
6. Delete as many interior walls as possible
7. Reconfigure entry lobby with new public counters for security and new function.
8. Resolve suspended ceiling grid at impacted areas
9. Provide recommendations and options for color and materials; paint, carpet, cabinets.
10. Provide better circulation by omitting "dead end" conditions.
11. Electrical engineering; modify existing lighting & power, provide new as needed.
12. Mechanical engineering; modify existing ducting & registers. We do not expect any new HVAC equipment.
13. Structural engineering for new interior wall(s).
14. Provide 3-Dimensional renderings
15. Secure Building-Safety Dept. approvals

Exclusions

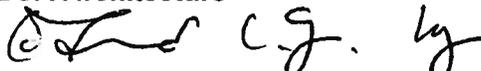
We have assumed that the City will provide accurate drawings of their existing facilities, and that BOA will NOT provide the following:

1. Hazardous materials report
2. Furniture, kitchen appliances, workstation selection and specification (provided by the City)
3. Data and IT technology

Schedule

We think the time to secure 100% PSE (plans, specs, estimate) will be 6-months. BOA Architecture can begin work immediately upon your Notice to Proceed and submit Breakroom option and Preliminary Design for the Finance-IT Depts. in 3 to 4 weeks.

BOA Architecture

 DATE 9-19-19

Edward Lok Ng, Architect, LEED AP, President

FIXED FEE

Costa Mesa Temp. Office, Finance & IT Depts. Improvements

date: Sept. 19, 2019
 prepared by: BOA, Edward Lok Ng, Architect

Design & Construction Budget: \$500,000
 prepared for: City of Costa Mesa, Naz Mokarram

| | HOURS UNIT | HR RATE | COST | TOTAL |
|--|------------|---------|-----------------------|-----------------|
| PHASE 1, PRE-DESIGN | | | | |
| kick-off meeting to verify scope of work, obtain as-built dwgs. | 4 hrs | 150 | 600 | |
| project management, confirm cost/work plan & prep field work | 4 hrs | 150 | 600 | |
| site assessment, as-built measurements & photos | 10 hrs | 100 | 1,000 | |
| coordinate w Users to assess, goals, functions, circulation | 8 hrs | 150 | 1,200 | |
| CADD, 3-D to create as-built conditions | 10 hrs | 100 | 1,000 | |
| | 36 | | | 4,400 |
| PHASE 1, SCHEMATIC DESIGN | | | | |
| preliminary design; 3 options, and refine one option | 20 hrs | 150 | 3,000 | |
| CADD-3D modeling and renderings | 40 hrs | 100 | 4,000 | |
| construction cost estimate | 12 hrs | 150 | 1,800 | |
| meetings with Client, building-safety dept. | 8 hrs | 150 | 1,200 | |
| project management and coordination with Client | 6 hrs | 150 | 900 | |
| | 86 | | | 10,900 |
| | | | PHASE 1, TOTAL | \$15,300 |
| PHASE 2, SUB-CONSULTANT ENGINEERING and EXPENSES | | | | |
| structural engineering | | | 2,200 | |
| mechanical engineering | | | 5,500 | |
| electrical engineering | | | 6,500 | |
| | | | | 14,200 |
| PHASE 2, ARCHITECTURAL CONSTRUCTION DOCUMENTS; 2 Sets of Construction Documents | | | | |
| CADD-3D modeling, construction document drawings | 140 hrs | 100 | 14,000 | |
| project management & design development | 20 hrs | 150 | 3,000 | |
| meetings, coordination only with Client | 16 hrs | 150 | 2,400 | |
| specifications in CSI format | 16 hrs | 150 | 2,400 | |
| construction cost estimate | 10 hrs | 150 | 1,500 | |
| quality control | 16 hrs | 150 | 2,400 | |
| bldg dept dept submittal, corrections to comments | 24 hrs | 100 | 2,400 | |
| expenses for blueprints, photocopies, mailing, misc. | | | 300 | |
| | 242 | | | 28,400 |
| | | | PHASE 2, TOTAL | \$42,600 |
| CONSTRUCTION SUPPORT ALLOWANCE (ESTIMATE ONLY) | | | | |
| Bidding support; RFI's, pre-bid meeting | 24 hrs | 150 | 3,600 | |
| pre-construction meeting | 12 hrs | 150 | 1,800 | |
| project management, RFI response | 48 hrs | 150 | 7,200 | |
| construction site meeting or coordination | 36 hrs | 150 | 5,400 | |
| | 120 | | | 18,000 |

OVERALL TOTAL FEE \$75,900

NOTES AND RESTRICTIONS

1. Construction Support is limited to amount of hours indicated.
2. BOA will provide blueprints for Client meeting & submittals to Bldg & Safety Dept..
3. The Owner will provide accurate as-built dwgs.
4. Client will be responsible for procurement of an asbestos/environmental report if required.
5. Client will provide all printing for bidding purposes to Contractors

Edward Lok Ng
 DATE 9-19-19