

**AMENDMENT NUMBER ONE TO
PUBLIC WORKS AGREEMENT
WITH
PROSURFACE, INC.**

This Amendment Number One ("Amendment") is dated August 1, 2024, ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City") and PROSURFACE, INC. a California Corporation ("Contractor").

WHEREAS, City and Contractor entered into an agreement on August 1, 2024 for Contractor to refurbish courts 7, 8, 9 and 10 at the Costa Mesa Tennis Center and to convert courts 11 and 12, at the Tennis Center, to eight (8) Pickleball Courts; and

WHEREAS, Section 7 of the Agreement provides that Contractor's total compensation shall not exceed one hundred twenty-two thousand seven hundred ninety-five dollars (\$122,795.00); and

WHEREAS, City and Contractor now desire to increase the not to exceed compensation by seventy-seven thousand dollars (\$77,000.00) for a total compensation of one hundred ninety-nine thousand seven hundred ninety-five dollars (\$199,795.00); and

WHEREAS, all legal prerequisites to the making of this Amendment have occurred.

WHEREAS, City and Contractor intend and desire that this Amendment Number One be retroactive to the Effective Date.

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

1. The foregoing recitals in this Amendment are hereby declared to be true and correct and are incorporated as if fully set forth herein.
2. This Amendment shall be retroactive to the Effective Date.
3. Section 7, Paragraph 1 of the Agreement is hereby amended to reflect that commencing on the Effective Date, the not to exceed compensation shall be increased to one hundred ninety-nine thousand seven hundred ninety-five dollars (\$199,795.00).
4. All terms not defined herein shall have the same meaning and use as set forth in the Agreement, as amended.
5. All other terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.

6. 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.
7. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment One and that such execution is binding upon the entity for which he or she is executing the document.

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.

CONTRACTOR


Signature

Date: 12/16/2024

JEFF FRANTZ, PRESIDENT
Name and Title

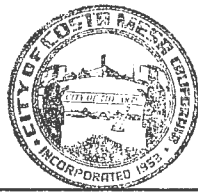
CITY OF COSTA MESA


Lori Ann Farrell Harrison
City Manager

Date: 2/12/25

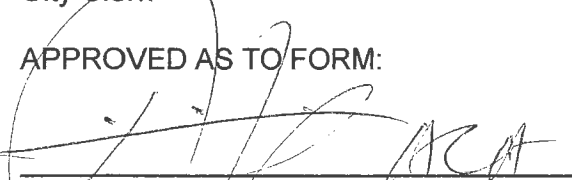
ATTEST:

Brenda Green
Brenda Green
City Clerk



Date: 2/13/2025

APPROVED AS TO FORM:


Kimberly Hall Barlow
City Attorney

Date: 2/10/25


APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 2/5/25


APPROVED AS TO CONTENT:



Robert Ryan
Project Manager

Date: FEBRUARY 5, 2025

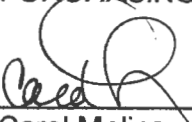
DEPARTMENTAL APPROVAL:



Raja Sethuraman
Public Works Director

Date: 2-7-25

PURCHASING APPROVAL:



Carol Molina
Finance Director

Date: January 27, 2025