

**FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF RIALTO
AND
(IDS Group, Inc.)**

1. PARTIES AND DATE.

This First Amendment to the Professional Services Agreement ("First Amendment") is made and entered into this *January 9, 2018*, by and between the City of Rialto ("City") and *IDS Group, Inc.*, ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this First Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated *August 8, 2017*, ("Agreement"), whereby Consultant agreed to provide professional services to the City related to *Architectural Services for the Rialto Community Center Rehabilitation of Buildings 200 – 500, Project # 150305, CB1804*.

2.2 Amendment 1. City and Consultant desire to amend the Agreement by this First Amendment to include additional tasks for the project as set forth in "Exhibit A", to extend the term of the Agreement, and to increase the total amount of compensation for the Agreement. The contract fee associated with the first amendment was \$36,231.00 for a total contract amount of \$122,863.

3. TERMS.

3.1 Description. The following paragraph is hereby added to Section 1 of the Agreement:

"The additional services to be provided pursuant to this First Amendment to the Agreement are more particularly described in "Exhibit A", attached hereto and incorporated herein by this reference."

3.2 Scope of Work. The following paragraph is hereby added to Section 2 of the Agreement:

"Consultant's scope of work for the additional services included in this First Amendment to the Agreement is described on "Exhibit A", attached hereto and incorporated herein by this reference."

3.3 Payment Terms. The following paragraph is hereby added to Section 3 of the Agreement:

“Consultant shall be compensated for the additional services included in the First Amendment to the Agreement as set for in “Exhibit A”, attached hereto and incorporated herein by this reference, which shall not exceed \$36,231.00 (*Thirty Six Thousand Two Hundred Thirty One Dollars and Zero Cents*). The total compensation to the amended Agreement shall not exceed \$122,863 (*One Hundred Twenty Two Thousand Eight Hundred Sixty Three Dollars and Zero Cents*).”

3.4 Time for Performance. The following paragraph is hereby added to Section 4 of the Agreement:

“The additional services included in the First Amendment to the Agreement as set for in “Exhibit A”, attached hereto and incorporated herein by this reference, shall begin immediately upon the City Council’s approval of the First Amendment and shall be completed within ninety (90) days of its approval.”

3.5 Continuing Effect of Agreement. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

3.6 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

3.7 Counterparts. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the parties have caused their authorized representative to execute this agreement the day and year first above written.

CITY OF RIALTO

NAME OF VENDOR

By: _____
Deborah Robertson
Mayor

By: _____
Signature

Printed Name/Title

Attest:

By: _____
Barbara McGee
City Clerk

By: _____
Signature

Printed Name/Title

Approved as to Form:

By: _____
Fred Galante, Esq.
City Attorney

CONSULTANT

By _____
IDS Group, Inc., a California corporation
Firm/Company Name

By: _____
Signature

By: _____
Signature

Name: _____

Name: _____

Title: _____

Title: _____

(This Agreement must be signed in the above space by one having authority binding Consultant to the terms of this Agreement.)

(This Agreement must be signed in the above space by one having authority binding Consultant to the terms of this Agreement.)

ADD SERVICE PROPOSAL 1

November 30, 2017

Mr. Lonny Young, PE
Project Manager
Lockwood Engineering for the City of Rialto, Public Works
150 S Palm Ave
Rialto, CA 92376

RE: Add Service Proposal to provide Architectural Design and Plumbing Engineering Services for the Renovation of Existing Gymnasium Restrooms for ADA and Code Compliance

Dear Mr. Young,

We are pleased to provide the following proposal for additional services on the ongoing City of Rialto Community Services Building Rehabilitation project as described below:

1. Provide additional architectural design and plumbing engineering services as requested during the site visit last November 2, 2017 to renovate the existing gymnasium restrooms at the City of Rialto Community Center for ADA and code compliance, specifically:
 - 1 new ADA-compliant urinal at mens restroom
 - 1 new ADA-compliant lavatory each at mens and womens restroom (total of 2)
 - 1 new ADA-compliant restroom stall each at mens and womens restroom (total of 2)
 - Code-required lavatories
 - Code-required restroom stalls (water closets)
 - Access from door entry

We propose compensation for the corresponding services as follows:

- Design and Project Management
 - Architectural \$ 8,640
 - Plumbing \$ 7,440
 - \$16,080
- Construction Administration
 - Architectural (with 1 site visit) \$ 2,720
 - Plumbing (with 1 site visit) \$ 2,175
 - \$ 4,895

It is assumed that no additional structural, electrical or mechanical work is required. It is also understood that all additional civil work related to this request shall be covered under a separate proposal.

Thank you for the opportunity to present our proposal for these revisions. Please do not hesitate to contact us if you should need additional information or clarification.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Silber", with a horizontal line extending to the right.

John Silber, AIA
Principal Architect

cc: Said Hilmy, IDS Group

December 4, 2017

City of Rialto, Engineering Division
335 W. Rialto Ave.
Rialto, CA 92376

Subject: Proposal for Addendum No. 1 - Engineering and Design Services, Rialto Community Center Gym Restroom POT & South Parking Lot Improvements

Dear Mr. Young:

IDS Group (IDS) is pleased to submit this proposed change order (PCO) to provide revised plans based on adjustments to the understanding of our scope of work defined by RFP No. 17-085 and refined at the kickoff meeting July 27, 2017. This work will be added to the terms and scope of work previously proposed and accepted and will include the following assumptions:

- **Task 1 (\$4,165)** – IDS will collect new survey data along the partially enclosed, exterior corridors between the gym and the adjacent restroom facilities. This will also include corridors that tie-in the new partially enclosed corridors to the rest of the facility's walkways, which is already a part of the project scope of work. The task will also include additional survey at the south parking lot to incorporate design changes that will impact the flow alignment of traffic through the lot, and modifications to the placement and dimensions of parking spaces and accessible paths.
- **Task 2 (\$11,091)** – IDS will prepare at least one new plan sheet to depict improvements to the partially enclosed exterior corridors, so that they comply with the Americans with Disabilities Act (ADA) and the current California Building Code. Additional details will be prepared to lay out a new parking plan in the south parking lot. The new parking plan will reorient the flow alignment of vehicles and resize parking spaces on either side to accommodate revisions to the accessible parking spaces and pathways. In addition, IDS will design new drainage facilities (as necessary) to prevent ponding on ADA compliant paths of travel, where existing drainage has been found to be inadequate.

Assumptions:

- 1) The additional work does not include any interior improvements to the restrooms, which is being addressed under a separate contract.
- 2) In the absence of a geotechnical report for the site, IDS will assume the site ground materials are adequate for use as trench backfill and foundational support for standard dimensioned walkways (i.e., 4" thick concrete slab on grade). However, notes will be provided on the final construction documents stating that overexcavation may be required, as directed by the Construction Inspector/Engineer.

We appreciate the opportunity to provide additional services with you on this project. In order to accomplish the additional scope of work in the time described in this PCO, IDS is requesting a total increase of **\$15,256** to the budget for the referenced project. The attached fee schedule contains a breakdown of anticipated tasks and costs to perform the additional work. Please do not hesitate to call us at (949) 387-8500 if you have any questions regarding the proposed scope of work, services or fee, or require further information regarding this proposal.

Sincerely;

IDS Group, Inc.

A handwritten signature in black ink, appearing to read "Thom B. Lambertson".

Thom Lambertson, PE, PMP
Project Manager

CC: Peter Gambino, Associate Principal, PE, PLS