

**THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF COACHELLA
AND IDS GROUP**

THIS THIRD AMENDMENT ("Amendment") is made and entered into as of September 21st, 2026 by and between the City of Coachella ("City") and IDS Group ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. RECITALS. This Amendment is made with the respect to the following facts and purposes:

- a. On or about May 24th, 2023 the City and Consultant entered into that certain agreement entitled "City of Coachella Professional Services Agreement" between the City and Consultant to provide professional architectural and engineering services for the Library Annex, City Project F-33 projects in the amount of \$439,188.00.
- b. On or about March 26th, 2025 the City and Consultant entered into that certain agreement entitled "Amendment #1" in the amount of \$22,400.00.
- c. On or about August 26th, 2026 the City and Consultant entered into that certain agreement entitled "Amendment #2" in the amount of \$28,951.
- d. The parties now desire to amend the Agreement as set forth in this Amendment.

2. AMENDMENT.

3.1 General Scope of Services. Section 3.1.1 of the Agreement is hereby amended to include the additional Scope of Services to be performed for the Library Annex, F-33 under this Amendment No. 3 referenced as EXHIBIT "A".

3.2 Performance Period. Section 3.1.2 of the Agreement is hereby amended to go into effect on September 21, 2026 contingent upon approval by City, and Consultant shall commence work after notification to proceed by City's Agreement Administrator. The Agreement shall end on September 30, 2027, unless extended by Agreement Amendment.

3.3 Allowable Costs and Payments. Section 3.3.1 of the Agreement is hereby amended to increase the compensation, including authorized reimbursements, for all services rendered under this Agreement as set forth in EXHIBIT "B" attached hereto and incorporated herein by reference.

The method of payment in Sections 3.3.1.A and B of the Agreement are hereby amended to actual cost plus a ten percent (10%) fixed fee. City will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs; plus ten percent fixed fee) incurred by Consultant in

performance of the work. The total authorized compensation for the Amendment No. 2 is in the amount not to exceed One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00).

The amended total compensation shall not exceed **Six Hundred Ten Thousand Five Hundred Thirty-Nine Dollars and Zero Cents (\$610,539.00)** without written approval of the City's representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this agreement.

- 3.4 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, **whenever** the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.
- 3.5 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 Amendment.
- 3.6 Counterparts. This 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.

IN WITNESS THEREOF, the parties have executed this Amendment as of the day and year first set forth above, which date shall be considered by the parties to be the effective date of this Amendment.

CITY OF COACHELLA

IDS GROUP, INC.

By: _____

Gustavo Romo
City Manager

By: _____

Said Hilmy, PhD, S.E., LEED
President

By: _____

Best Best & Krieger, LLP
City Attorney

Attest: _____

Angela Zepeda
City Clerk

August 18,2026

Via email to: ASimmons@coachella.org

Andrew Simmons

Director of Public Works/City Engineer

City of Coachella

53990 Enterprise Way

Coachella, CA 92236

**Subject: Proposal for Design Phase Scope Change from Renovation to Complete Building Replacement
Library Annex Building**

Dear Mr. Simmons:

This proposal is an addition to the previously contracted Design Phase A/E for City Project F-33. We are hereby submitting this proposal establishing our understanding of the additions to the scope of the professional services required and corresponding proposed compensation for those services.

Project Understanding:

As an enhancement to the services provided in the current contract referenced above, our scope was increased to include Architectural and all engineering disciplines necessary for design of a completely new structure rather than a renovation of the existing buildings. In order to receive approval for the design of this new structure multiple iterations and presentations were necessary to the project Stakeholders and to the Coachella Planning Commission.

Project includes the following additional Scope of Services:

1. Architectural Design (Fee Subtotal - \$35,000)

- a. Multiple building plan options for best fit of desired library programs.
- b. Multiple conceptual building options rendered for presentation.
- c. Client and IDS team review meetings to fine tune design iterations and presentation packages.
- d. Two revisions to the preferred conceptual design package for presentation to the Coachella Planning Commission.

2. Architecture and engineering required for building replacement. (Fee Subtotal - \$50,000)

- a. Demolition Plans for the entire Annex assembly.
- b. Enhancement of Architectural plans and details reflecting an entirely new structure.
- c. Grading and Drainage Civil scope now necessary for new building and path of travel across the site.
- d. Additional Structural design required for full building replacement.
- e. Plumbing and Mechanical drawings for completely new systems rather than updates to existing conditions.

- f. Electrical work to serve new building and meetings with utility provider to assist with City's desired power undergrounding.
- 3. Extended Plan Check process for full building replacement. **(Fee Subtotal - \$10,000)**
- 4. Additional construction Administration time require for new ground up building rather than renovation. **(Fee Subtotal - \$25,000)**

Assumptions and Exclusions:

The scope of service is limited to the specific, explicit scope statements set forth above. There are no scope items that may reasonably be assumed as implicitly included with the scope of services. This list serves only to help clarify the proposed scope of services and may not be considered a complete listing.

- Service request changes will be considered as additional services.
- Excludes environmental studies and report.
- Plan check/permit fees are not included in the services described.
- Encroachment permit applications are assumed to be the responsibility of the client.
- Traffic Control Plans are anticipated to be by Contractor.
- As plumbing plans are already approved for permit by the City, it is assumed that this change will be allowed to be documented as part of the construction as-built set.

Fee:

We respectfully request these fees for additional work already performed including proposed additional Construction Administration services for a total of **One hundred and Twenty Thousand (\$120,000.00)**.



We appreciate this opportunity to work with you. Please don't hesitate to call us at (949) 387-8500 if you require further information regarding this proposal.

Sincerely,
IDS Group, Inc.

Said Hilmy

SE, LEED AP
Principal

John Silber Said Hilmy, PhD,

John Silber, AIA
Principal Architect

cc: Shelley Sivak, Project Manager