

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

THIS FIRST AMENDMENT ("Amendment") is made and entered into as of March 26th, 2025 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. 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. 1 referenced as EXHIBIT "A".

3.2 Performance Period. Section 3.1.2 of the Agreement is hereby amended to go into effect on March 26, 2025 contingent upon approval by City, and Consultant shall commence work after notification to proceed by City's Agreement Administrator. The Agreement shall end on June 30, 2026, 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. 1 is in the amount not to exceed Twenty-Two Thousand Four Hundred Dollars (\$22,400).

The amended total compensation shall not exceed **Four Hundred Sixty-One Thousand Five Hundred Eighty-Eight Dollars and Zero Cents (\$461,588.00)** 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

ANGENIOUS ENGINEERING SERVICES, INC.

By: _____

William B. Pattison Jr
City Manager

By: _____

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

By: _____

Best Best & Krieger, LLP
City Attorney

Attest: _____

Angela Zepeda
City Clerk

March 18,2025

Via email to: ASimmons@coachella.org

Andrew Simmons

City Engineer

City of Coachella

53990 Enterprise Way

Coachella, CA 92236

**Subject: Proposal for Design Phase Geotechnical Services
 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 will be increased to include geotechnical investigation and necessary A/E coordination.

Project will include the following additional Scope of Services:

1. Geotechnical Services - to perform a subsurface investigation at the site and address the geotechnical issues of the proposed development.
 - a. A review of relevant geologic maps and documents.
 - b. Obtaining a geotechnical boring permit from the County of Riverside Department of Environmental Health (DEH).
 - c. Marking out the site in accordance with California Underground Service Alert (DigAlert) requirements.
 - d. Use of geophysical team to clear the proposed exploration location of potential subsurface conflicts.
 - e. Drilling a total of one SCPT boring within project site to a depth of approximately 100 feet below the ground surface or refusal, whichever is less, using a truck-mounted rig. Seismic shear wave measurements will be taken at 5-foot intervals in the sounding. We assume the boring can be located in readily accessible areas of the site. Cuttings generated during drilling will be removed from the project site.
 - f. Assessing groundwater levels if encountered.
 - g. An addendum letter report will include a plot plan, exploration logs and a summary of the field exploration findings. The report will include conclusions and recommendations regarding the following:
 - Subsurface conditions beneath the site, including groundwater levels if encountered
 - Potential geologic hazards, including liquefaction potential

- Mapped seismic design values in accordance with the requirements of 2022 CBC
 - Appropriate alternatives for foundation support, along with geotechnical engineering criteria for design of the foundations
 - Estimated foundation settlements
- h. Site-specific ground motion hazard analysis in accordance with 2022 CBC.
2. Architectural and Engineering Coordination
- a. Necessary geotechnical coordination with architectural, civil and structural engineering team.

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 this scope.

Fee:

We propose to provide this specific scope of services for a not to exceed fee of **\$15,400.00** for geotechnical services, and **\$7,000** for A/E coordination for a total of **Twenty-two Thousand Four Hundred dollars (\$22,400.00)**.



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

Said Hilmy, PhD, SE, LEED AP
Principal

John Silber

John Silber, AIA
Principal Architect

cc: Shelley Sivak
Project Manager-IDS Group