FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF CORONA AND

IDS GROUP, INC.

(ARCHITECTURAL, STRUCTURAL ENGINEERING, LANDSCAPE ARCHITECTURE AND IRRIGATION DESIGN, AND ELECTRICAL ENGINEERING SERVICES - ON-CALL ENGINEERING AND PROFESSIONAL CONSULTING SERVICES, RFP 24-069AS)

1	PARTIES AND DATE
	PARTIES AND DATE

This First Amendment to the Professional Services Agreement ("First Amendment") is made and entered into this _____ day of _____, 2025 by and between the City of Corona ("City") and IDS Group, Inc., a California corporation with its principal place of business at 1 Peters Canyon Road, Suite 130, Irvine, CA 92606 ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this First Amendment.

2. RECITALS.

- 2.1 <u>Agreement</u>. City and Consultant entered into that certain Professional Services Agreement dated on or about December 4, 2024 ("Agreement"), whereby Consultant agreed to provide on-call architectural, structural engineering, landscape architecture and irrigation design, and electrical engineering services.
- 2.2 <u>Amendment</u>. City and Consultant desire to amend the Agreement for the first time to (1) increase the Consultant's Total Compensation as follows to provide architectural services for the South Mall Development Project: \$2,718,512.50 for fiscal year ending June 30, 2025, \$2,139,509.50 for fiscal year ending June 30, 2026, and reverting back to \$1,850,000 for fiscal year ending June 30, 2027; and (2) replace Exhibit "C" (Compensation) with Exhibit "C-1" (Compensation).

3. TERMS.

- 3.1 <u>Rates & Total Compensation</u>. Section 3.3.1 (Rates & Total Compensation) and Exhibit "C" (Compensation) of the Agreement are hereby deleted in their entirety and replaced with the following:
 - "3.3.1 <u>Rates & Total Compensation.</u> Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C-1" attached hereto and incorporated herein by reference. The total compensation, including authorized

reimbursements, shall not exceed Two Million Seven Hundred Eighteen Thousand Five Hundred Twelve Dollars and Fifty Cents (\$2,718,512.50) per fiscal year ending June 30, 2025 ("Total Compensation"); Two Million One Hundred Thirty-Nine Thousand Five Hundred Nine Dollars and Fifty Cents (\$2,139,509.50) per fiscal year ending June 30, 2026 ("Total Compensation"); and One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000) per fiscal year ending June 30, 2027 ("Total Compensation"), without written approval of 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."

- 3.2 <u>Continuing Effect of Agreement</u>. 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.
- 3.3 <u>Adequate Consideration</u>. 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.
- 3.4 <u>Counterparts</u>. 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]

CITY'S SIGNATURE PAGE FOR FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CORONA AND

IDS GROUP, INC.

(ARCHITECTURAL, STRUCTURAL ENGINEERING, LANDSCAPE ARCHITECTURE AND IRRIGATION DESIGN, AND ELECTRICAL ENGINEERING SERVICES - ON-CALL ENGINEERING AND PROFESSIONAL CONSULTING SERVICES, RFP 24-069AS)

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

By: Joel Belding Economic Development Director Reviewed By: Ashley Zaragosa Economic Development Manager Reviewed By: Yasmin Lopez Purchasing Manager Attest: Sylvia Edwards City Clerk, City of Corona, California

CONSULTANT'S SIGNATURE PAGE FOR FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CORONA AND

IDS GROUP, INC.

(ARCHITECTURAL, STRUCTURAL ENGINEERING, LANDSCAPE ARCHITECTURE AND IRRIGATION DESIGN, AND ELECTRICAL ENGINEERING SERVICES - ON-CALL ENGINEERING AND PROFESSIONAL CONSULTING SERVICES, RFP 24-069AS)

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

IDS GROUP, INC.

a California corporation

By: Said Hilmy

39FC260FC4D2467

Said Hilmy

Chief Executive Officer

By:

Signed by:

Rami M. Ellassan

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Rami M. Elhassan

Secretary/ Chief Financial Officer

EXHIBIT "C-1" COMPENSATION

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth herein.

The total compensation of \$2,718,512.50 per fiscal year breakdown is as follows for fiscal year ending June 30, 2025:

	Discipline	Total Amount Per Fiscal Year ending June 30, 2025
1.	Architectural Services	\$1,368,512.50
2.	Structural Engineering	\$500,000
3.	Landscape Architecture and Irrigation Design	\$500,000
4.	Electrical Engineering	\$350,000

The total compensation of \$2,139,509.50 per fiscal year breakdown is as follows for fiscal year ending June 30, 2026:

	Discipline	Total Amount Per Fiscal Year ending June 30, 2026
1.	Architectural Services	\$789,509.50
2.	Structural Engineering	\$500,000
3.	Landscape Architecture and Irrigation Design	\$500,000
4.	Electrical Engineering	\$350,000

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The total compensation of \$1,850,000 per fiscal year breakdown is as follows for the fiscal year ending June 30, 2027:

	Discipline	Total Amount Per Fiscal Year ending June 30, 2027
1.	Architectural Services	\$500,000
2.	Structural Engineering	\$500,000
3.	Landscape Architecture and Irrigation Design	\$500,000
4.	Electrical Engineering	\$350,000

[CONSULTANT RATES ON THE FOLLOWING PAGE]

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CONSULTANT RATES:

Title - Association	Hourly Rate
Principal	\$248
Associate Principal	\$233
Senior Project Manager Associate	\$224
Senior Planner	\$224
QA/QC Manager	\$224
Registered Architect Engineer	\$209
Project Manager	\$209
Senior Architect Engineer	\$196
Senior Cost Estimator	\$186
Project Architect Engineer	\$186
Senior Designer	\$180
Designer Architect Engineer	\$170
Specifications Writer	\$170
Engineering Designer - BIM	\$147
Architectural Job Captain Designer	\$140
CAD Drafting Engineer Architect	\$125
Office Administration	\$77