

**AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT
WITH
STV CONSTRUCTION, INC.**

This Amendment Number One ("Amendment") is made and entered into this 24th day of March, 2021 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and STV CONSTRUCTION, INC., a Pennsylvania corporation ("Consultant").

WHEREAS, City and Consultant entered into an agreement on August 2, 2016 for Consultant to provide professional construction management services for the Lions Park Projects (the "Agreement"); and

WHEREAS, City desires to increase Consultant's maximum compensation to Two Million Nine Hundred Eighty-Four Thousand Fifty-Six Dollars and Twenty-One Cents (\$2,984,056.21) for additional services from Consultant to address project delays due to COVID-19 related impacts and services relating to construction contractor change order requests, contractor claims support, project documentation closeout, construction punch list coordination, commissioning efforts, systems training, LEED certification, and other project-related coordination as directed by the City for the completion of the Lions Park Projects.

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

1. The Scope of Services shall be amended to reflect that Consultant shall provide additional services to address project delays due to COVID-19 related impacts and services relating to construction contractor change order requests, contractor claims support, project documentation closeout, construction punch list coordination, commissioning efforts, systems training, LEED certification, and other project-related coordination as directed by the City for the completion of the Lions Park Projects.
2. Section 2.1 of the Agreement shall be amended to reflect that Consultant's total compensation shall not exceed Two Million Nine Hundred Eighty-Four Thousand Fifty-Six Dollars and Twenty-One Cents (\$2,984,056.21).
3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.
5. 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. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

[Signatures appear on following page.]

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 written above.

CITY OF COSTA MESA

Ken Anderson
City Manager

Date: 4/19/21

CONSULTANT

Sam Yu
Signature
Sam Yu / Sr. VP
Name and Title

Date: 03/26/2021

ATTEST:

Brandee Green
City Clerk

APPROVED AS TO FORM:

Timothy Lee Barlow
City Attorney

Date: 4/8/21

APPROVED AS TO INSURANCE:

DJ
Risk Management

Date: 4/7/21

APPROVED AS TO CONTENT:

Seung W. Yang
Project Manager
for Arash Rahimian

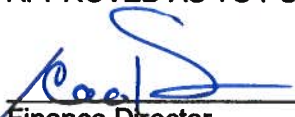
Date: 4/7/2021

DEPARTMENTAL APPROVAL:


Public Services Director

Date: 4/7/21

APPROVED AS TO PURCHASING:


Finance Director

Date: 4/6/21