

**AMENDMENT NUMBER THREE  
TO PROFESSIONAL SERVICES AGREEMENT  
WITH  
JOHNSON FAVARO**

This Amendment Number Three ("Amendment") is made and entered into this 26th day of April, 2019 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and JOHNSON FAVARO, a California limited liability partnership ("Consultant").

WHEREAS, City and Consultant entered into an agreement on December 1, 2015 for Consultant to provide architectural services in connection with the construction of a new library and community center (the "Agreement"); and

WHEREAS, on July 30, 2018, City and Consultant amended the Scope of Services and increased Consultant's maximum compensation accordingly; and

WHEREAS, on January 15, 2019, City and Consultant amended the Scope of Services and increased Consultant's maximum compensation accordingly; and

WHEREAS, City and Consultant now desire to further amend the Scope of Services to include the additional services set forth in Exhibit "A", attached hereto and incorporated herein by this reference; and

WHEREAS, City desires to increase Consultant's maximum compensation accordingly to Three Million Nine Thousand Three Hundred Fifty-Three Dollars (\$3,009,353.00).

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 include the additional services set forth in Exhibit A.
2. Section 2.1 of the Agreement shall be amended to reflect that Consultant's total compensation shall not exceed Three Million Nine Thousand Three Hundred Fifty-Three Dollars (\$3,009,353.00).
3. Consultant shall be paid a lump sum for the additional services as set forth in Exhibit A.
4. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
5. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

[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

Jamara S. Geronneau Date: 5/17/19  
Acting City Manager

CONSULTANT

[Signature] Date: 4/30/19  
Signature  
STEVE JOHNSON, PRINCIPAL  
Name and Title

ATTEST:

Pamela Green 5/21/19  
City Clerk



APPROVED AS TO FORM:

Kimberly Lee Barlow Date: 5/17/19  
City Attorney

APPROVED AS TO INSURANCE:

[Signature] Date: 5/9/19  
Risk Management

APPROVED AS TO CONTENT:

[Signature] Date: 5/13/19  
Project Manager

DEPARTMENTAL APPROVAL:

  
Public Services Director

Date: 5-13-19

APPROVED AS TO PURCHASING:

  
Finance Director

Date: 5/15/19

## EXHIBIT A

### ADDITIONAL SERVICES

#### DONOR RECOGNITION PLAQUES

##### I. Scope of Work

- A. Proposed design for one donor recognition plaque system to be located at the entrance lobby of the new library.
- B. The wall area identified for the donor recognition plaque system is approximately 9'-4" x 2'-6" H.
- C. The donor recognition plaque system proposed shall be a modular system to allow for additional donors to be added at this location
- D. Capacity: At this time, it is proposed that the plaque system for this location will accommodate approximately 75 donor names and will identify (4) levels of donor gifts.

##### II. Tasks

- A. The Consultant shall review all project requirements and building site area for donor plaques.
- B. The Consultant shall prepare one Schematic Design/Design Development option for the designated library entrance location to include location plan, and donor wall elevation, to include notes regarding proposed plaque materials, letter finish, mounting details and font type and size for review by the City.
- C. The Consultant shall meet with the City to review the Schematic Design/Design Development Concept by way of "Go-To" Meeting before proceeding to Construction Documents.
- D. Based on review comments received during the Schematic Design/Design Development Concept meeting, the Consultant shall prepare Construction Documents, specifications, schedule of sub-parts and required artwork for the donor recognition plaques as required for pricing, fabrication and installation by the City's selected signage vendor.
- E. The Consultant shall submit to the City a Donor Recognition Plaque Schedule identifying names and the gift acknowledgment text for the City's review and approval to include approval of citation or acknowledgment, spelling and punctuation prior to completion of Construction Documents.
- F. At completion of Construction Documents and prior to procurement of the donor recognition plaques, the Consultant shall meet with City to review the Construction Documents before proceeding with Procurement.
- G. It is assumed that the donor recognition plaque fabrication and installation will be procured by way of Purchase Order to the City's selected signage vendor.

- H. As required during the process of completing the Purchase Order to fabricate and install the Donor Plaques, the Consultant shall respond to requests for information or clarification from the City's selected signage vendor.
- I. The Consultant shall review all fabricator shop drawings as all patterns for copy, typography and layout.
- J. During Construction Administration, the Consultant shall review layout and installation of donor recognition plaques and at completion perform a punch list to identify required remaining work to be completed by the City's selected signage vendor.

**III. FEE**

- A. The fee for Professional Services is \$2,000.
- B. See below for a summary of the fee by Consultant:

<b>CONSULTANT</b>	<b>FEE</b>
Johnson Favaro (Architect)	\$0
Ph.D (Graphics/Signage Consultant)	\$2,000
<b>TOTAL</b>	<b>\$2,000</b>
Reimbursable Expenses Allowance	\$200

- C. A reimbursable expenses allowance of \$200 covers costs associated with the project beyond professional services fees and not included within the A & E professionals' normal overhead costs. These are costs generated by the owner at the request and explicit approval of the owner. They include costs of printing, photography, delivery charges, CD or DVD burning, as well as travel expenses outside of Southern California.

**IV. EXCLUDED**

- A. Fees do not include fabrication or installation of the donor recognition plaques.
- B. Preparation of special presentation materials such as detailed computer-generated renderings, models or fabrication samples
- C. Special services such as photography, writing/editing, proofreading, illustration, or preparation of any logos, custom typefaces, diagrams or charts.
- D. Implementation services such as color printing, sign fabrication or installation.
- E. Typefaces or fonts.
- F. Collateral, at al upon request, upon additional fee proposal can be provided for donor-related signage or for the creation of visual tools for fundraising campaigns such as presentation boards, marketing brochures, and special event books.





JOHNFAV-01

AUSTINA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 IOA Insurance Services 4370 La Jolla Village Drive Suite 600 San Diego, CA 92122		CONTACT NAME: Erica Wilson PHONE (A/C, No, Ext): (858) 754-0063 50233 FAX (A/C, No): (619) 574-6288 E-MAIL ADDRESS: Erica.Wilson@ioausa.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: <b>RLI Insurance Company</b>	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED  <b>Johnson Favaro, LLP</b> 5898 Blackwelder Street Culver City, CA 90232		NAIC # <b>13056</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cont Liab/Sev of Int  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	PSB0005518	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 Deductible \$ 0
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY No Co. Owned Autos <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PSB0005518	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		PSE0002424	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below	X	PSW0002759	09/01/2018	09/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prof Liab/Clims Made		RDP0033866	09/18/2018	09/18/2019	Per Claim 2,000,000
A	Ded.: \$15k Per Claim		RDP0033866	09/18/2018	09/18/2019	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: All Operations

The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are Additional Insureds with respect to General Liability per the attached endorsement as required by written contract. Insurance is Primary and Non-Contributory. Waiver of Subrogation applies to Workers' Compensation in favor of the Additional Insureds.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

**CERTIFICATE HOLDER****CANCELLATION**

City of Costa Mesa Attn: Alma Reyes 77 Fair Drive Costa Mesa, CA 92626	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>T. Kelly Howell</i>
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Named Insured: Johnson Favaro, LLP

RLI Insurance Company

Policy Number: PSB0005518

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RLIPack<sup>®</sup> FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY**

**1. C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

**2.** The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

**3.** The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

**4.** The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

**Named Insured:** Johnson Favaro, LLP

**Policy Number:** PSW0002759

**WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 04 03 06**

**(Ed. 04-84)**

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

**Job Description**

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss

Jobs performed for an person or organization that you have agreed with in a written contract to provide this agreement

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