

**AMENDMENT NUMBER TWO
TO PROFESSIONAL SERVICES AGREEMENT
WITH
ROBERT BORDERS & ASSOCIATES**

This Amendment Number Two ("Amendment") is made and entered into this 16th day of June, 2020 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ROBERT BORDERS & ASSOCIATES, a California corporation ("Consultant").

WHEREAS, City and Consultant entered into an agreement on July 2, 2019 for Consultant to provide architectural and design services in connection with the City's homeless shelter (the "Agreement"); and

WHEREAS, on October 1, 2019, City and Consultant amended the Scope of Services and increased Consultant's maximum compensation to Three Hundred Seventy-Five Thousand Dollars (\$375,000.00); and

WHEREAS, City and Consultant 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 Four Hundred Five Thousand Dollars (\$405,000.00).

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 Four Hundred Five Thousand Dollars (\$405,000.00). Consultant shall be paid according to the fee schedule set forth in the Agreement and Exhibit A of this Amendment.
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

Lori Anderson H
City Manager

Date: 7/16/20

CONSULTANT

Stewy DiLauro
Signature
STEWY DILAURO, PRINCIPAL
Name and Title

Date: 6-23-2020

ATTEST:

Brenda Green 7-17-2020
City Clerk



APPROVED AS TO FORM:

Forbes Lee Barlow
City Attorney

Date: 7/15/20

APPROVED AS TO INSURANCE:

[Signature]
Risk Management

Date: 6/25/2020

APPROVED AS TO CONTENT:

[Signature]
Project Manager

Date: 6/29/2020

DEPARTMENTAL APPROVAL:


Public Services Director

Date: 6-30-2020

APPROVED AS TO PURCHASING:


Acting Finance Director

Date: June 24, 2020

EXHIBIT A
ADDITIONAL SERVICES

6 May 2020

City of Costa Mesa
77 Fair Dr.
Costa Mesa, CA 92628

Attention: Arash Rahimian

Project: CITY OF COSTA MESA
Costa Mesa Permanent Bridge Shelter Facility
Costa Mesa, CA

Project No.: 19032

Subject: Amendment Number 2

Dear Arash:

This Amendment No. 2 is written to document our authorization to provide Additional Services under the terms of our Agreement for this project. The following Construction Contract Administration services have been requested and were not part of the original scope of work:

Construction Contract Administration Scope of work to include:

- i. Upon the construction contract award by the City, lead the pre-construction conference.
- ii. Visit the site at weekly construction meetings to become familiar with the progress and quality of the work completed, and to determine in general if the work is being performed in a manner indicating that the work, when completed, will be in accordance with the Contract Documents. Include up to (20) construction meetings.
- iii. Immediately notify the City of any problems it discovers or observes.
- iv. Review and approve or take other appropriate action upon Requests for Information (RFIs) or other submittals by the contractor.
- v. Review all change orders, verify all costs, and make recommendation for payment or appropriate action.
- vi. Prepare changes to the Construction Documents to reflect approved changes in the scope or nature of the work.
- vii. Be present during the initial start-up of systems.
- viii. Participate in pre-final and final inspections of the work to determine if the work is complete and in accordance with the Construction Documents.
- ix. Prepare a set of reproducible record drawings (as-built) in PDF format showing significant changes in the work made during construction based on marked-up prints, and drawings.

Deliverables:

- Discipline specific punch lists for incorporation into City's punch list.
- Prepare a record drawing set of construction documents that incorporate all addenda and RFI issues and deliver to City.

Compensation: This work will be completed on a stipulated sum fee not to exceed. Total compensation for Amedment No. 2 will not exceed the \$30,000.00 without prior approval from City of Costa Mesa. The breakdown is as follows:

Construction Contract Administration	\$25,000.00
Estimate CD Reimbursables	<u>5,000.00</u>
TOTAL LOA 4	<u>\$30,000.00</u>

This Amendment No. 2 authorizes the Additional Services work described above. Please execute this authorization by signing in the space provided below and return one copy for our files.

Sincerely,

BORDERS ARCHITECTS

Shelly J. DiLauro

Shelly J. DiLauro, CID, LEED AP ID+C
Principal

SJD:jrg

Approved: **CITY OF COSTA MESA**

By: _____ Date: _____