

**AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT
WITH
MICHAEL BAKER INTERNATIONAL, INC.**

This Amendment Number One ("Amendment") is made and entered into this 17th day of December, 2019 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania corporation ("Consultant").

WHEREAS, City and Consultant entered into an agreement on March 19, 2019 for Consultant to provide environmental consulting services in connection with the One Metro West project (the "Agreement"); and

WHEREAS, City and Consultant desire to 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 One Hundred Fifty-Three Thousand One Hundred Seventy-Five Dollars (\$153,175.00).

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 One Hundred Fifty-Three Thousand One Hundred Seventy-Five Dollars (\$153,175.00). 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.

[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

Jani Cruz
City Manager

Date: _____

CONSULTANT

[Signature]
Signature

Date: 12/18/19

Eduardo Torres Associate Vice President
Name and Title

ATTEST:

Brenda Green 2/4/2020
City Clerk



APPROVED AS TO FORM:

[Signature]
City Attorney

Date: 1/14/2020

APPROVED AS TO INSURANCE:

[Signature]
Risk Management

Date: 1/7/2020

APPROVED AS TO CONTENT:

[Signature]
Project Manager

Date: 1/8/2020

DEPARTMENTAL APPROVAL:



Economic and Development Services
Director

Date: 1.8-20

APPROVED AS TO PURCHASING:



Finance Director

Date: 1/6/2020

EXHIBIT A
ADDITIONAL SERVICES

December 5, 2019

Minoo Ashabi, AIA
Principal Planner
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

SUBJECT: Additional Work Request: Update to the Administrative Draft EIR for the One Metro West Project

Dear Ms. Ashabi:

Michael Baker International (Michael Baker) is pleased to submit this scope of work for Professional Services associated with the update to the Administrative Draft EIR for the One Metro West Project located in Costa Mesa, California. This additional work request (AWR) is based on recent receipt of the Administrative Draft EIR from the Applicant Team as well as the current schedule necessary to be placed on the Measure Y ballot for 2019 election year. Please refer to Exhibit A, *Scope of Work*, and Exhibit B, *Fee*, for our proposed scope of work and fee.

Should you have any questions or require additional information after reviewing the attached scope of work, please do not hesitate to contact me at 949/855-5747 or e-mail at kbogue@mbakerintl.com.

Sincerely,

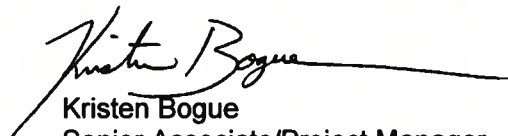

Kristen Bogue
Senior Associate/Project Manager
Michael Baker International

EXHIBIT A SCOPE OF WORK

Michael Baker International (Michael Baker) received a partial submittal of the Administrative Draft EIR for the proposed One Metro West Project (project) from the project Applicant Team on September 9, 2019. Based on the current Administrative Draft EIR, as well as the schedule requirements to be eligible for the 2019 Measure Y Ballot, Michael Baker will complete the following additional scope of work:

TASK 1.0: PROJECT MEETINGS

Ms. Kristen Bogue will attend meetings (in-person bi-weekly and conference calls bi-weekly) with the project team until publishing the Draft EIR, then bi-weekly meetings until the EIR is certified. For budgeting purposes, this scope of work assumes weekly meetings conducted to-date (22 meetings), as well as an additional 26 meetings (for a total of 48 hours). Should the City determine that additional meetings beyond the meetings outlined above are necessary, services will be provided under a separate scope of work on a time and materials basis.

TASK 2.0: PREPARATION OF SCREENCHECK DRAFT EIR

TASK 2.1: Project Description

Michael Baker will include additional detail in the project description in order to adequately consider the project's full physical impacts on the environment. These additions include a comprehensive description of the necessary General Plan Amendment and Zone Change requirements for the project. Other additions include a full description of the development potential that could be constructed under the proposed Specific Plan (including permitted and conditionally permitted land uses), proposed development standards, and on- and off-site transportation and infrastructure improvements.

TASK 2.2: Impact Analysis

Michael Baker will update each impact section to clearly state the physical environmental impacts per Impact Statement and add the City's Standard Conditions of Approval where relevant. Cumulative impacts will also be expanded upon to ensure that each topic considered in the Draft EIR includes cumulative considerations. Michael Baker's graphic specialists will also prepare appropriate Figures to support the impact analyses presented in the Draft EIR. This scope of work also includes additional hours for Michael Baker staff to fully evaluate the alternatives analysis once provided by the Applicant Team. Specifically, this scope of work includes the following:

- General formatting and consistency edits (e.g., impact conclusion consistency; updated impact statement references; Appendix references; Plans, Policies, Programs [PPP] references, and in-text/end of section references) throughout the Draft EIR;
- Add additional regulatory framework information (including applicable City of Costa Mesa General Plan goals and policies and Municipal Code requirements) to support the impact analysis;

- Add the City's Standard Conditions of Approval (SCA) to the list of PPPs and cite appropriately in the respective impact analysis;
- Where absent, cite relevant PPPs in impact analyses to substantiate a reduction in impacts;
- Add impact analysis to the Cumulative Impacts discussion to ensure that each topic discussed at the project-level is also considered in Cumulative Impacts;
- Update Mitigation Measures to reflect necessary performance criteria;
- Update the Alternatives Section to be consistent with the edits made to the Draft EIR sections appropriately; and
- Update the Alternatives Section to reflect current project goals and objectives as well as reasonable/feasible alternatives that reduce the significant and unavoidable impacts to the extent possible.
- Incorporate updated Technical Reports into the Screencheck Draft EIR as revisions are made.
- Incorporate the Health Risk Assessment into the Air Quality Section.
- Include costs to cover additional overtime for staff to draft the Preliminary Draft EIR, Public Review Draft EIR, and Response to Comments section of the Final EIR.

Traffic Impact Analysis/Parking Study Considerations. Michael Baker has retained Linscott, Law & Greenspan, Engineers (LLG) to prepare technical peer review services for the Traffic Impact Analysis and Parking Study. At the request of City staff, LLG has attended one public scoping meeting and one project meeting to discuss the Traffic Impact Analysis. This additional scope of work includes LLG attendance at three more meetings: Planning Commission (2 Public Hearings), City Council (2 Public Hearings), and Bike Committee (1 Public Meeting).

**EXHIBIT B
 FEE**

TASK	Eddie Torres	Kristen Bogue	Francesca Yau	Perry Banner	Danielle Regimbal	Admin/ Graphics	MB Total Hours	LLG	Roux	Rincon	Ninyo	Total Cost
1.0 PROJECT MEETINGS	278	170	135	180	125	108	48	\$ 7,535				\$15,895
2.0 PREPARATION OF SCREENCHECK DRAFT ER		48										
2.1 Project Description		2	12				14					\$1,960
2.2 Impact Analysis	16	28	90	184	38	12	184					\$26,108
TOTAL HOURS	16	78	102	0	38	12	248					
*Percent of Total Labor (Hours)	6.5%	31.7%	41.5%	0.0%	15.4%	4.9%	100.0%					
*Percent of Total Labor Costs												
SUBTOTAL LABOR COSTS	\$4,448	\$13,260	\$13,770	\$0	\$4,760	\$1,296		\$7,535	\$0	\$0	\$0	\$43,763
TOTAL COSTS												\$43,763

Billing – Client shall be billed on a monthly basis. These tasks are fixed fee, in addition to the existing contract value. Should additional budget, or additional services be required, the Client shall be contacted, and work would continue upon a Client-approved contract augmentation.