

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

This Amendment Number Five ("Amendment") is made and entered into this 19th day of October, 2021 ("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, on December 17, 2019, City and Consultant amended the Scope of Services and increased Consultant's maximum compensation accordingly; and

WHEREAS, on May 29, 2020, City and Consultant amended the Scope of Services and increased Consultant's maximum compensation accordingly, and acknowledged and agreed that funding for Consultant's services is provided by the One Metro West project applicant, Rose Equities LLC; and

WHEREAS, on February 2, 2021, City and Consultant amended the Scope of Services and increased Consultant's maximum compensation accordingly; and

WHEREAS, on February 16, 2021, City and Consultant extended the term of the Agreement for three (3) years, through March 18, 2024; and

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

WHEREAS, City desires to increase Consultant's compensation accordingly to Two Hundred Forty-Nine Thousand Four Hundred Forty-One Dollars (\$249,441.00).

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 Two Hundred Forty-Nine Thousand Four Hundred Forty-One Dollars (\$249,441.00).
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.

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 Ann Jones H

City Manager

Date: 11/03/21

CONSULTANT

Richard Book

Signature

Richard Book, Vice President

Name and Title

Date: October 21, 2021

ATTEST:

Brenda Green 11/4/2021

City Clerk



APPROVED AS TO FORM:

Frederick Hall Barber

City Attorney

Date: 11/2/21

APPROVED AS TO INSURANCE:

Paul

Risk Management

Date: 10/20/21

APPROVED AS TO CONTENT:

pmh

Project Manager

Date: 10/26/2021

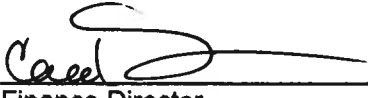
DEPARTMENTAL APPROVAL:



Economic and Development Services
Director

Date: 10/20/21

APPROVED AS TO PURCHASING:



Finance Director

Date: October 25, 2021

EXHIBIT A
ADDITIONAL SERVICES

June 25, 2021

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

SUBJECT: Additional Work Request: Additional Hard Copies Printed for the Revised Final EIR for the proposed 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 printing of hard copies of Revised Final EIR for the One Metro West Project located in Costa Mesa, California*. 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**

The Final EIR was revised to consider construction as a phased approach, with certificate of occupancy occurring by phase, rather than at one time at completion of construction. Consequently, an additional set of Final EIR hard copies were requested by City staff on March 30, 2021 for the purpose of City Council Hearing.

TASK 1.0 DELIVERABLES

The following deliverables were printed and shipped via FedEx to City Hall on Friday April 23, 2021:

FINAL EIR VOLUME I

- 17 Hard Copies of Document (576 pages) with CD (of Document and Appendices in Table of Contents); and
- 3 Hard Copies of Technical Appendices (3,478 pages).

FINAL EIR VOLUME II

- 17 Hard Copies of Document (938 pages); and
- 3 Hard Copies of Attachments (1,433 pages).

**EXHIBIT B
FEE**

Billing – Client shall be billed on a monthly basis. These Tasks are fixed fee, not to exceed **\$2,250**, 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.

MICHAEL BAKER INTERNATIONAL, INC.

CITY OF COSTA MESA

By:

Richard Beck

By:

Title:

Vice President

Title:

Date:

6-26-21

Date: