

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
[Urban Design Services]**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “First Amendment”) is made and entered into as of _____, 2024, by and between the CITY OF ORANGE, a municipal corporation (“City”), and CITYTHINKERS INC., a California corporation (“Contractor”), with reference to the following:

A. City and Contractor entered into a Professional Services Agreement (Agreement No. 7645 dated as of January 23, 2024, which is incorporated herein by this reference (the “Original Agreement”)); and

B. City and Contractor desire to amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement by revising the Scope of Services and increasing the compensation.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2. **Cross-References.** City and Contractor agree that all references in this First Amendment are deemed and construed to refer to the Original Agreement, as implemented by this First Amendment.

Section 3 **Revised Scope of Services.** The Scope of Services, Section 1, Exhibit A of the Original Agreement, is hereby amended, modified and supplemented to include the services described on Exhibit A attached hereto and incorporated herein by this reference.

Section 4 **Compensation.** The total not-to-exceed compensation for the services to be rendered as set forth in Section 2.a of the Original Agreement is increased by FORTY-THREE THOUSAND DOLLARS and 00/100 (\$43,000.00) and Section 2.a is hereby amended in its entirety to read as follows:

“Contractor's total compensation for all services performed under this Agreement, shall not exceed NINETY-EIGHT THOUSAND DOLLARS and 00/100 (\$98,000.00) without the prior written authorization of City.”

Section 5. **Integration.** This First Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original

Agreement, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

IN WITNESS of this First Amendment, the parties enter into this First Amendment on the year and day first above written.

“CONTRACTOR”

“CITY”

CITYTHINKERS INC., a California corporation

CITY OF ORANGE, a municipal corporation

*By: _____
Printed Name: _____
Title: _____

By: _____
Daniel R. Slater, Mayor

*By: _____
Printed Name: _____
Title: _____

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Mike Vigliotta, City Attorney

***NOTE:**
-- **If Contractor is a corporation, the City requires the following signature(s):**
(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
-- **The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.**

√NA

EXHIBIT “A”

SUPPLEMENTAL SCOPE OF SERVICES

[Behind this page.]



August 22, 2024

Aaron Shultz
Economic Development Manager
City of Orange
300 E. Chapman Ave.
Orange, CA 92866
aschulze@cityoforange.org

Re: Add Services No. 1 and Scope Change to Citythinkers Contract for West Katella Gateway

Dear Aaron,

This letter outlines changes to the Citythinkers contract scope that require an amendment to our total initial project costs of \$55,000. The scope budget changes herein result in an hourly not to exceed increase of \$43,000, bringing the total project costs including Contract Additional Services No. 1 to \$98,000. This amount excludes budget allowance for approved reimbursable expenses.

Description of Scope and Budget Changes:

Task 1: Storymap

- ESRI Storymap for the project to be hosted on the project website (The City of Orange will require a subscription to ArcGIS/ ESRI Storymap so that ongoing edits may be made directly by City staff in the future).
- Storymap will include at a minimum the following: regional map, map of the study area, land use and zoning maps or links to the city's maps, a section on the study's goals and objectives, illustrations of the proposed vision and site concepts, case studies, a summary of Kosmont's market analysis, a brief section on implementation considerations, and branding material as appropriate and developed by Civic Brand.
- Coordination with city GIS specialist/ resources as needed.
- Coordination with Civic Brand regarding web hosting of Storymap on the project's website.
- Up to two (2) rounds of revisions to Storymap in response to review comments received from stakeholders and/or city staff. Once Storymap "goes live" on the city's website, further revisions would be under separate contract.

Task 2: Additional Stakeholder Outreach

- One (1) full-day visit to the study area and City of Orange to meet in person or virtually with stakeholders, decision-makers, and city staff; or
- Two (2) half-day visits to the study area and City of Orange to meet in person or virtually with stakeholders, decision-makers, and city staff; or

- One (1) half-day visit to the study area and up to five (5) one-on-one remote, virtual meetings with key stakeholders.

Task 3: Project Team Coordination

- Up to 20 hours of team coordination with Kosmont and Civic Brand teams.

Task 4: Renderings

- Up to four (4) additional 3D renderings depicting key elements/ areas of the gateway vision.

Exclusions:

Management of external consultants, preparation and attendance at Public Hearings, website design and hosting.

Schedule of Fees:

Task	Fee
Task 1: Storymap	\$18,000
Task 2: Additional Stakeholder Outreach	\$4,500
Task 3: Project Team Coordination	\$4,500
Task 4: Renderings (four @ approx. \$4,000 each)	\$16,000
Total:	\$43,000

Billing Rates:

The following billing rates for additional services are effective through May 9, 2025:

Diego Velasco, Principal-in-Charge	\$220.00/hour
Gaëlle Brasseur, Project Associate	\$150.00/hour
Tyler Jones, Designer	\$90.00/hour

Aaron, we appreciate the opportunity to continue to assist you with the West Katella Gateway project. Please do not hesitate to contact me should you have any questions or comments on the contract amendment.

All the Best,



Diego Velasco,
 President
 Citythinkers
 619-602-1699