

**FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
[CDBG/HOME Consultant Services]**

**THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** (the “First Amendment”) is made and entered into as of \_\_\_\_\_, 2021, by and between the CITY OF ORANGE, a municipal corporation (“City”), and MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania corporation (“Contractor”), with reference to the following:

A. City and Contractor entered into a Professional Services Agreement (Agreement No. 7233) dated August 9, 2021, 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 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 FIFTY THOUSAND DOLLARS and 00/100 (\$50,000.00) 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 EIGHTY THOUSAND DOLLARS and 00/100 (\$80,000.00) 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”**

MICHAEL BAKER INTERNATIONAL,  
INC., a Pennsylvania corporation

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**“CITY”**

CITY OF ORANGE, a municipal corporation

By: \_\_\_\_\_  
Mark A. Murphy, Mayor

ATTEST:

\_\_\_\_\_  
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Mary E. Binning  
Senior Assistant 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.

**EXHIBIT “A”**

**SUPPLEMENTAL SCOPE OF SERVICES**

[Behind this page.]

July 26, 2021

Susan Galvan  
Community Development Director  
CITY OF ORANGE  
300 E. Chapman Ave.  
Orange, CA 92866

**RE: Proposal for CDBG and HOME Program Administration Services**

Dear Ms. Galvan,

In response to your recent request, Michael Baker International (Michael Baker) is pleased to submit this proposal to provide CDBG Grant Assistance to the City of Orange. Michael Baker recently celebrated its 80<sup>th</sup> anniversary and is a leading global provider of engineering, planning, and other consulting services. Michael Baker prides itself in the comprehensive range of innovative services and solutions it offers to support federal, state, and municipal government agencies and other diverse clients. The firm has more than 3,500 employees in over 90 offices located across the United States and internationally.

Based on our long-term involvement in managing many types of projects and programs, we have developed a thorough understanding of project management principles and requirements. Michael Baker has established sound practices and standard procedures to maintain a high level of accuracy and productivity. Our staff regularly attends workshops and training sponsored by the Department of Housing and Urban Development and the State to remain current with its changing regulations, principles, and procedures. Michael Baker staff members are well qualified to provide the services being requested by the City of Orange based on their educational background, career training, and work experience.

The Scope of Services is as follows:

**1. CDBG and HOME Program Services**

- a) Conduct a thorough review of the City's CDBG and HOME Program files to assess status and completeness.
- b) Completion of the City's 2020-2021 CAPER - *Due September 30, 2021*
  - o Consult with City regarding the accomplishments for 2020-2021 Program Year
  - o Prepare CAPER document
  - o Prepare Public Notice
  - o Attendance at public hearings will be billed on a time and materials basis
  - o Upload CAPER to IDIS
- c) Completion of the City's 2022-2023 Annual Action Plan – *Due by June 20, 2022*
  - o Consult with City regarding the goals for 2022-2023 Program Year
  - o Prepare Annual Action Plan document
  - o Prepare Public Notice
  - o Attend one public hearing (if additional hearings are necessary, they will be billed on a time and materials basis)
  - o Upload Annual Action Plan to IDIS



- d) Complete Environmental Review Documents for three (3) programs – Due prior to commencement of projects.
  - o Additional or preparation of incomplete Environmental Review Documents will be charged on a time and material basis.
- e) Conduct annual monitoring of CDBG and HOME Program subrecipients which include: Fair Housing Program; After-School Community Program; Bike Team Program; Assistance League of Orange – Operation School Bell; and Friendly Center Inc. – Community Food Orange. This task will also include monitoring of the HOME Program.
- f) Conduct monitoring services for compliance with HUD Section 3, Federal Davis-Bacon Act, and State of California Department of Industrial Relations' requirements for construction projects which include: ADA Wheelchair Access Ramps; Hoover Street Improvements; and Library Accessibility Improvements.

In addition to our full labor compliance monitoring and review services, Michael Baker can also provide optional services upon request at an additional fee to include:

- Prevailing Wage Determination
- Contractor Eligibility
- Pre-Construction Meeting Attendance
- Creation of a Labor Compliance Welcome Package
- Certified Payroll Reporting
- Ensuring Apprenticeship Regulation
- LCP Tracking
- Site Visits and Interviews
- Labor Compliance Status Reporting
- Maintenance of Project Files
- Compliance Close-out

### **Fees**

Michael Baker is pleased to offer all these services to the City of Orange for a total not to exceed \$67,820. This fee is fully burdened and includes salaries, benefits, insurance, and other office overhead costs. We have broken down the cost per service below and can customize the proposal to reflect whichever combination of services the city would like to engage MBI for if it differs from the proposed scope of services noted above. Please refer to page 3 for a breakdown of our current hourly fee schedule which is included as a part of this proposal.

Task	Fee
1. CDBG Grant Assistance (1)	\$28,800
2. 2020-2021 CAPER	\$9,200
3. 2022-2023 Annual Action Plan	\$10,32
4. Environmental Assessment for three (3) programs	\$6,600
5. Annual Subrecipient Monitoring of the CDBG and HOME Program	\$6,600
6. Labor Compliance Monitoring for three (3) public improvement projects(2)	\$6,300
Optional: Interim Staffing Services (3)	TBD
<b>Total</b>	<b>\$67,820</b>

(1) Assumes 4 hours per week of Project Lead Time for term of contract.

(2) Assumes Public Improvement Projects will be completed in less than 30 days. Fee will be adjusted according to the length of the project and number of contractors.

(3) Fee based on hourly rate schedule and number of days per week.

We believe that the services being offered by Michael Baker will fulfill the City's needs in an efficient, task-oriented, and cost-effective manner. We sincerely appreciate the opportunity to submit this proposal and look forward to assisting the City of Orange. If you have any questions regarding this proposal, please contact Monika Troncoso, at (714) 403-4879, or [Monika.Troncoso@mbakerintl.com](mailto:Monika.Troncoso@mbakerintl.com).

Sincerely,



William Hoose, AICP  
Associate Vice President



**Comprehensive Planning Services**

Project Director/Advisor	\$185 - \$250
Principal Planner	\$155 - \$205
Project Manager	\$135 - \$180
Assistant Project Manager	\$125 - \$155
Senior Planner	\$120 - \$150
Land Use Planner	\$120 - \$130
Associate Planner	\$95 - \$120
Assistant Planner	\$85 - \$95
Planning Technician	\$65 - \$75

**Environmental Services**

Project Director/Advisor	\$180 - \$225
CEQA Project Manager	\$125 - \$175
Senior Environmental Planner	\$120 - \$150
Associate Environmental Planner	\$95 - \$120

**Urban Design & Revitalization**

Project Director/Advisor	\$180 - \$225
Senior Urban Designer	\$165 - \$180
Urban Designer	\$105 - \$130

**Transportation Services**

Project Director/Advisor	\$180 - \$225
Transportation Planner	\$150 - \$180

**Public Outreach**

Project Director/Advisor	\$180 - \$225
Senior Public Information Officer	\$120 - \$150
Public Information Officer	\$90 - \$120
Public Engagement Coordinator	\$90 - \$120

**Creative Services**

Graphics Production Manager	\$125 - \$145
Graphic/Web Designer	\$80 - \$115

**Grant Writing**

Principal Grant Writer	\$80 - \$125
Assistant Grant Specialist	\$70 - \$90

**SMARA Services**

Geologist	\$150 - \$185
Senior Inspector	\$120 - \$150
Associate Inspector	\$100 - \$120

**Sustainability**

Project Director/Advisor	\$180 - \$225
Principal Climate Change Analyst	\$145 - \$165
Program Manager	\$130 - \$160

**Conservation & Resource Planning**

Project Director/Advisor	\$180 - \$225
Senior Conservation Planner	\$110 - \$125
Conservation Planner	\$95 - \$120

**Biology**

Project Director/Advisor	\$180 - \$225
Senior Biologist	\$120 - \$150
Associate Biologist	\$90 - \$120

**GIS**

GIS Manager	\$125 - \$145
GIS Analyst	\$95 - \$115

**Housing & Community Development**

Project Manager	\$125 - \$170
Senior Planner	\$115 - \$145
Community Development Specialist	\$95 - \$110
Community Development Technician	\$75 - \$90

**Management Services**

Principal	\$225 - \$275
Associate Principal	\$195 - \$225
Senior Associate	\$180 - \$225

**Municipal Finance**

Project Director/Advisor	\$180 - \$225
Municipal Finance Manager	\$145 - \$165
Municipal Finance Coordinator	\$125 - \$145
Municipal Finance Analyst	\$85 - \$125

**Meeting Facilitation**

Facilitation Services	\$115 - \$175
-----------------------	---------------

**Administrative Services**

Technical Editor	\$85 - \$125
Administrative Support	\$65 - \$95

Reimbursable expenses and subconsultants are billed at cost plus 10% administrative mark-up.  
Rates are subject to a 3% increase each year.  
May not include all staff titles.