

AMENDMENT NO. 1  
PROFESSIONAL SERVICES CONTRACT

This AMENDMENT No. 1 to the Michael Baker International, Inc. Professional Services Contract executed on September 6, 2019, is hereby made and entered into this 7<sup>th</sup> day of January, 2020 by and between the City of El Mirage, an Arizona municipal corporation (“City”) and Michael Baker International, Inc., an Arizona corporation (“Consultant”).

RECITALS

WHEREAS, the City and the Consultant entered into a Professional Services Contract to provide Zoning Code Amendment support services to complete a technical evaluation of the current El Mirage Title XV: Zoning Code; Land Usage Volume 2 (Chapters 150 through 155); and,

WHEREAS, the City has requested the Consultant to prepare a scope of work as described in Exhibit ‘A’ and fee proposal in the not to exceed amount of \$12,000.00 according to the schedule set forth in Exhibit ‘B’ to provide public engagement services; and,

WHEREAS, the City has reviewed and agreed to amend the original Professional Services Contract as stated above; and,

AMENDMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the Consultant shall provide additional planning services, as described in the attached scope of services and the agreed fee proposed.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

CITY:  
City of El Mirage

CONSULTANT:  
Michael Baker International, Inc.

\_\_\_\_\_  
By: J. Crystal Dyches  
Its: City Manager

By: \_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Signature

ATTEST:

Its: \_\_\_\_\_

\_\_\_\_\_  
By: Sharon Antes  
Its: City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Justin Pierce, City Attorney

December 9, 2019

Jorge Gastelum  
Community Development Director  
City of El Mirage  
10000 N. El Mirage Road  
El Mirage, Arizona 85335

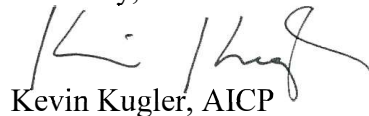
**SUBJECT: El Mirage Zoning Ordinance Update (MOD 1)**

Dear Mr. Gastelum:

Michael Baker International is grateful to present our proposal to provide additional services relative to our ongoing work on the El Mirage Zoning Ordinance Update. The tasks included within Exhibit A represent the specific scope of work that shall be completed by **CONSULTANT** as a part of and in addition to the Agreement set forth between **CLIENT** and **CONSULTANT** dated September 6, 2019 bound by the terms and conditions under the Master Professional Services Contract. Should the attached meet your expectations, please indicate your concurrence with your signature on Exhibit B attached hereto. Should you have any comments on any of the attached documents, please send them back to us and we will work with you to revise as needed.

Mr. Matt Klyszeiko will continue to be the Project Manager on this effort and can be reached at 602-798-7513 (office), 480-250-6829 (mobile) or by email [matthewk@mbakerintl.com](mailto:matthewk@mbakerintl.com). Please feel free to contact him with any questions or comments you may have.

Sincerely,



Kevin Kugler, AICP  
Planning Director

Attachments: Exhibit A – Scope of Work  
Exhibit B – Compensation & Payment

## **EXHIBIT A**

### **El Mirage Zoning Ordinance Update**

#### **Scope of Work (MOD 1)**

##### **Task 1 – RA Zoning District Assessment**

Consultant, with the assistance of City of El Mirage staff shall complete the following:

- **Verify** – Consultant will verify that the properties zoned Rural Area (RA) are limited to the area commonly known as the Ranchettes to ensure proper contextual alignment as amendments to the RA Zoning District evolve.
- **Assess** – Consultant will evaluate the current permissions and restrictions within the RA Zoning District and the established CC&Rs as provided by City staff. Also review the 1987 City of El Mirage Zoning Ordinance as a reference to better understand the community's history and guide the reconstruction of the RA Zoning District.

##### **Task 2 – Community Outreach**

Consultant will host up to two (2) community meetings, specifically focusing on the Ranchette community, to seek feedback regarding potential changes to the City's development standards and how such changes could impact individual property owners and benefit the larger community.

##### **Task 3 – Draft RA Zoning District Amendment**

Consultant will prepare an amended Rural Area (RA) Zoning District that refines the District's development standards, permitted and accessory uses, parking requirements, and screening provisions based on review findings in Task 1 and public feedback in Task 2. These edits will be provided in word format with track changes to assist in the formal adoption process. This Task includes addressing one set of staff and public review comments. This Task does not include creation of sketches/renderings or amendment of any other Titles or Chapters of the City Code such as enforcement, nuisance or subdivision provisions. Any review or amendment of these sections shall require a future contract modification.

##### **Task 4 – Legal Non-Conforming Amendment**

It is important to recognize the possibility that some of the current conditions or land uses viewed as being undesirable may be classified as 'legally non-conforming'. As such, it is recommended that the City's current non-conforming standards be evaluated to attain the desired outcome(s) in the Ranchette area and throughout the greater community with the least amount of conflict and/or Code interpretation. This Task shall include drafting recommended text edits in word format with

track changes to assist in the formal adoption process. This Task includes addressing one set of staff and public review comments.

**Task 5 – Adoption Assistance**

Consultant shall provide technical support to El Mirage staff during the formal adoption process of the RA Zoning Text Amendment. One representative of the Consultant team will attend up to one Planning and Zoning Commission and one City Council hearing to assist staff with technical inquiry's or requested modifications. This Task does not include preparation of presentation material or staff reports.

Additional Services: Tasks which are not specifically identified herein or are specifically identified as additional services are considered Additional Services for purposes of this **AGREEMENT**. **CLIENT** may request that **CONSULTANT** perform Additional Services. However, **CONSULTANT** is not obligated to perform requested Additional Services unless 1) a modification to this **AGREEMENT** has been fully executed setting forth the scope, schedule and fee for such Additional Services; or, 2) NTP in writing from the **CLIENT** is received stating Additional Services to be completed with a not to exceed amount while modification is being processed.

**EXHIBIT B**  
**El Mirage Zoning Ordinance Update**  
**Compensation & Payment (MOD 1)**

- A. For the performance of services as set forth by this **AGREEMENT MODIFICATION NO. 1** and as described in the Scope of Work contained within EXHIBIT A, **CONSULTANT** shall be compensated a Fixed Fee as summarized below, unless otherwise approved by the **CLIENT**.
- B. **CONSULTANT** shall submit regular monthly invoices for the work performed, unless otherwise agreed upon between **CLIENT** and **CONSULTANT**. The invoices shall be billed based on percent complete of the Scope of Work as described within Exhibit A.
- C. All services should be invoiced within 30 days of performance of services, unless otherwise agreed upon between **CLIENT** and **CONSULTANT**.

**MODIFICATION NO. 1 FEE SUMMARY**

<b><u>TASK DESCRIPTION</u></b>		<b><u>FEE</u></b>
Task 1 – RA Zoning District Assessment	\$	1,936.00
Task 2 – Community Outreach	\$	2,214.00
Task 3 – Draft RA Zoning District Amendment	\$	5,810.00
Task 4 – Legal Non-Conforming Amendment	\$	1,232.00
Task 5 – Adoption Assistance	\$	608.00
Reimbursables (mileage, meals, reprographics, public meeting materials, etc.)	\$	200.00
<b>TOTAL MODIFIED CONTRACT VALUE</b>		<b>\$ 12,000.00</b>

CLIENT

CONSULTANT

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_