

Attachment C

AMENDMENT NO. ONE TO PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL, INC. FOR ANNUAL CDBG ADMINISTRATION & AFFORDABLE HOUSING MONITORING

THIS AMENDMENT NO. ONE TO PROFESSIONAL SERVICES AGREEMENT (“Amendment No. One”) is made and entered into as of this 24th day of February, 2026 (“Effective Date”), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city (“City”), and MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania corporation (“Consultant”), whose address is 500 Grant Street, Suite 5400, Pittsburgh, PA 15219, and is made with reference to the following:

RECITALS

- A. On July 22, 2025, City and Consultant entered into a Professional Services Agreement (Contract No. C-9932-1) (“Agreement”) for Annual CDBG Administration & Affordable Housing Monitoring (“Project”).
- B. The parties desire to enter into this Amendment No. One to reflect additional Services not included in the Agreement, as amended, and to increase the total compensation.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. SERVICES TO BE PERFORMED

Exhibit A to the Agreement shall be supplemented to include the Scope of Services, attached hereto as Exhibit A and incorporated herein by reference (“Services” or “Work”). Exhibit A to the Agreement and Exhibit A to this Amendment No. One shall collectively be known as “Exhibit A.” The City may elect to delete certain Services within the Scope of Services at its sole discretion.

2. COMPENSATION TO CONSULTANT

Exhibit B to the Agreement shall be supplemented to include the Schedule of Billing Rates, attached hereto as Exhibit B and incorporated herein by reference. Exhibit B to the Agreement and Exhibit B to Amendment No. One shall collectively be known as “Exhibit B.”

Section 4.1 of the Agreement is amended in its entirety and replaced with the following: “City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant’s compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Four Hundred Twenty Seven Thousand Four Hundred Thirty Five Dollars and 00/100 (\$427,435.00)**, without

prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.”

The total amended compensation reflects Consultant’s additional compensation for additional Services to be performed in accordance with this Amendment No. One, including all reimbursable items and subconsultant fees, in an amount not to exceed **Thirty One Thousand One Hundred Eighty Five Dollars and 00/100 (\$31,185.00)**.

3. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment No. One to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**
Date: 2/10/26

By: Jose Montoya for
Aaron C. Harp 2-10-26 RJ
City Attorney

ATTEST:
Date: _____

By: _____
Lena Shumway
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation
Date: _____

By: _____
Seimone Jurjis
City Manager

**CONSULTANT: MICHAEL BAKER
INTERNATIONAL, INC.,** a Pennsylvania
corporation
Date: _____

By: _____
Richard Beck
Vice President, Office Executive, and
Assistant Secretary

Date: _____

By: _____
Fareeha Kibriya
Vice President and Office Executive

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
 Exhibit B – Schedule of Billing Rates

EXHIBIT A

SCOPE OF SERVICES

PROPOSAL FOR LABOR COMPLIANCE SERVICES

City of Newport Beach–Housing Authority

Citywide ADA Improvement

Estimated Work Hours**Review of Pre-Construction Phase Compliance Activities and Files – Total: 60 hours**

Description	Hours
Create Labor Standards Enforcement Files.	10
Prepare Contractor Verification files.	15
Review of Prime's Bid Package for Federal Compliance.	10
Review of contract award notice. Prepare if missing.	5
Review of City's contract award activity files. Prepare if missing.	5
Review of pre-bid meeting documents. Prepare if any missing. Attend pre-bid meeting.	10
Prepare compliance and wage presentation for pre-con meeting. Attend pre-construction meeting.	5
Total	60
<p>The following items will be included in the Scope of Services above.</p> <ol style="list-style-type: none"> 1. Verification that City, and its principals, or any/all persons, contractors, consultants, businesses, etc. ("Developer Associates"), that City is conducting business with, are not presently debarred, proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation or from receiving federal contracts or federally approved subcontracts or from certain types of federal financial and nonfinancial assistance and benefits with the Excluded Parties Listing System ("EPLS"). EPLS records are located at www.sam.gov. 2. Single comprehensive list of Developer Associates (individuals and firms) and evidence of the search results of each Developer Associate as verification of compliance with this requirement, as provided in, "Contractor Debarment Certification Form." 	

Update Project Files with:

<ul style="list-style-type: none"> • Pre-Con Compliance forms • Authorization/Designation of Payroll Officer • DAS 140 & 142 forms • Fringe Benefit Statement 	<ul style="list-style-type: none"> • Onsite Employee Notices and Posters • Federal and State prevailing wages • Project Funding Type Announcement
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Construction Phase – Total: 90 hours

Description	Hours
Review weekly payrolls, apprentice information, training funds report, and supporting compliance documents. Review of the subs' federal compliance submittals. Prepare Monthly Status Report to Prime Contractor and City. (3 hours per week for up to 16 weeks)	48
Work with contractors to correct discrepancies and prepare findings report to City.	30
Conduct 3 onsite visits for employee interviews. (4 hours per site visit)	12
Total	90

Post-Construction Phase – Total: 100 hours

Description	Hours
Remedy /Review Sec. 3 discrepancies in support of compliance close-out.	50
Prepare compliance close-out (finalize contractors' compliance files and file delivery.	30
Participate in Close-out Meeting/File Review.	10
Prepare HUD Semi-Annual and Annual Reports for assigned project, if requested and applicable.	10
Total	100

EXHIBIT B

SCHEDULE OF BILLING RATES

FY 2025-2026

SCOPE OF SERVICE	FISCAL YEAR	BUDGET (NTE)
CDBG Administration	July 1, 2025 – June 30, 2026	\$19,000
Affordable Housing Monitoring	July 1, 2025 – June 30, 2026	\$10,500
HUD Report – CAPER	July 1, 2025 – June 30, 2026	\$21,000
Materials and Supplies	July 1, 2025 – June 30, 2026	\$5,000
Labor Compliance Services	July 1, 2025 – June 30, 2026	\$31,185

STAFF	HOURLY RATE
TITLE: Project Managers	\$ 179 - 272
TITLE: Specialists	\$ 105 - 173
TITLE: Planning Associates	\$ 78 - 94

Title	2026 Hourly Rates
Labor Compliance Project Manager	\$183
Project Manager	\$167
Labor Compliance Officer	\$144
Labor Compliance Specialist	\$136
Labor Compliance Analyst /Field Technician	\$120
Labor Compliance Admin	\$98