

CITY OF SIGNAL HILL
THIRD AMENDMENT TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

1. PARTIES AND DATE.

This Third Amendment to the Agreement for Community Development Block Grant Program Consulting Services ("Third Amendment") is entered into on the ____ day of ____, 2025, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania corporation, with its principal place of business at 500 Grant Street, Suite 5400, Pittsburgh, PA 15219 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for Community Development Block Grant Program Consulting Services for the CDBG and PLHA programs dated September 29, 2021 with an initial term beginning September 29, 2021 and expiring on June 30, 2023 ("Agreement").

2.2 First Amendment. The Parties entered into that certain First Amendment to Agreement for Community Development Block Grant Program Consulting Services for the CDBG and PLHA programs dated June 27, 2023, in order to exercise the first of three optional one-year term extensions available under the Agreement extending the term of the Agreement to expire on June 30, 2024, and to increase the total amount of compensation under the Agreement.

2.3 Term Contingency Extension. On June 24, 2024, in accordance with the Term Contingency pursuant to Section 3.1.2 of the Agreement, the City elected to extend the term of the Agreement from June 30, 2024, to December 27, 2024.

2.4 Second Amendment. The Parties entered into that certain Second Amendment to Agreement for Community Development Block Grant Program Consulting Services for the CDBG and PLHA programs dated August 27, 2024, in order to exercise the second of three optional one-year term extensions available under the Agreement, extending the term of the Agreement to expire on June 30, 2025, and to increase the total amount of compensation under the Agreement.

2.5 Third Amendment. On March 31, 2025, the Parties consented in writing to renew the Agreement to expire on June 30, 2026, thereby exercising the City's authority pursuant to Section 3.1.2, with mutual approval of Consultant, to extend the term of the Agreement for the third of three optional one-year term extensions.

2.6 The Parties now desire to amend the Agreement in order to extend the term of the Agreement and increase the total amount of compensation under the Agreement.

3. TERMS.

3.1 Term. Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

“The term of this Agreement shall be from September 29, 2021, to June 30, 2026, unless earlier terminated as provided herein. The Agreement shall not be automatically renewed. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.”

3.2 Compensation. Section 2.1 of the Agreement is hereby amended in its entirety to read as follows:

“Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Hundred Thirty-Seven Thousand, Five Hundred Dollars (\$137,500.00), which includes a contingency equal to 10% of the base compensation in the amount of Twelve Thousand, Five Hundred Dollars (\$12,500.00) (the “Compensation Contingency”) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.3 Exhibit C. The Schedule of Compensation as set forth in Exhibit “C” of the Agreement is hereby amended in its entirety as set forth in Attachment 1 to this Second Amendment, attached hereto and incorporated herein.

3.4 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this Second Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

CITY OF SIGNAL HILL

MICHAEL BAKER INTERNATIONAL, INC.

By: _____
Carlo Tomaino
City Manager

By: _____
William Hoose, Vice President

ATTEST:

By: _____
Tina Knapp
Assistant City Clerk

By: _____
Fareeha Kibriya, Vice President

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

**ATTACHMENT “1” TO THIRD AMENDMENT TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

**EXHIBIT "C"
COMPENSATION**

The total compensation shall not exceed One Hundred Thirty-Seven Thousand, Five Hundred Dollars (\$137,500.00), which includes a contingency equal to 10% of the base compensation in the amount of Twelve Thousand, Five Hundred Dollars (\$12,500.00) (the “Compensation Contingency”) without written approval of the City Council or City Manager as applicable for the initial term as shown below.

Annual Rates of Compensation

CDBG Program Management	\$7,500
Labor Compliance Services	\$10,000
PLHA Program Management	\$7,500
10% Contingency	\$2,500

Total Compensation over Term

CDBG Program Management	\$37,500
Labor Compliance Services	\$50,000
PLHA Program Management	\$37,500
10% Contingency	\$12,500