

**AMENDMENT NO.1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH LDM ASSOCIATES, INC.**

This Amendment No. 1 to the Professional Service Agreement is made and entered into as of July 28, 2026 ("Effective Date") by and between the City of Upland, a municipal corporation ("City") and LDM Associates, Inc, a California Corporation ("Consultant"). City and Consultant are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the City and the Consultant have entered into an agreement, dated June 12, 2023, for the purpose of providing Technical assistance in the administration of the City of Upland's Community Development Block Grant (CDBG), State HOME, CalHome, Housing and Development Services Programs. (the "Original Agreement").

B. WHEREAS, the Parties desire to extend the term of the Original Agreement through July 27, 2027, amend Scope of Services contained in Exhibit A, and modify the Schedule of Charges/Payments contained in Exhibit B.

C. WHEREAS, the Parties desire to continue Consultant's specialized technical assistance, construction management, environmental compliance, labor compliance, grant administration, housing planning and project implementation services for the City.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the this Amendment No. 1 and the Original Agreement, the Parties mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Term. The term of the Original Agreement shall be extended for one year to July 27, 2027, unless earlier terminated.

3. Compensation. The compensation for services performed pursuant to this Amendment No. 1 shall not exceed Two Hundred Forty Thousand Dollars (\$240,000). Work shall be performed at the rates set forth in the revised Exhibit B attached hereto and incorporated herein by reference.

4. Amendment to Exhibit A. Exhibit A of the Original Agreement, entitled "Scope of Services", is hereby amended and supplemented by the attached Exhibit A, which is incorporated herein by this reference. The services identified in the attached Exhibit A are intended to clarify and expand the specialized technical, construction management, environmental compliance, labor compliance, housing planning, grant administration, and project implementation services provided by Consultant.

5. Replacement of Exhibit B. – Exhibit B of the Original Agreement, entitled "Schedule of Charges/Payments", is hereby deleted in its entirety and replaced with a new Exhibit B,

attached hereto and incorporated herein by this reference, which reflects the updated invoicing requirements, reporting requirements, reimbursable expenses, and compensation rates applicable to the services.

6. Full Force. Except as amended by this Amendment No. 1, all provisions of the Original Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1.

7. Electronic Transmission. A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

8. Counterparts. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR
AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
WITH LDM ASSOCIATES, INC**

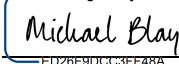
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the Effective Date first herein above written.

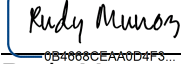
CITY OF UPLAND

CONSULTANT

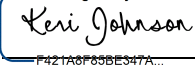
APPROVED BY:

LDM ASSOCIATES, INC.

DocuSigned by:

ED26F9DCC3FF48A...
Michael Blay
City Manager

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Rudy Munoz
President

ATTESTED BY:

DocuSigned by:

F421A0F65BE347A...
Keri Johnson, CMC
City Clerk

APPROVED AS TO FORM:

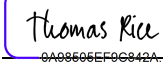
Signed by:

0A08505EF0C842A...
Best Best & Krieger LLP
City Attorney

EXHIBIT A SCOPE OF WORK

Specialized Federal, State and Local Grant Administration, Project Management and Technical Assistance Services and Construction Management Services

LDM Associates through various consultants provides specialized technical, engineering support, construction management, regulatory compliance, and project implementation services that require expertise beyond the normal administrative, planning, and customer service functions performed by City staff.

Construction Management and Project Delivery

- Prepare detailed construction scopes of work, technical specifications and architectural plans, cost estimates, and bid documents for rehabilitation, repair, public improvement, commercial rehabilitation, and affordable housing projects.
- Develop project schedules, sequencing plans, and construction implementation strategies.
- Conduct pre-construction meetings, contractor coordination, and project mobilization oversight.
- Provide day-to-day construction management and field oversight to ensure compliance with approved plans, specifications, funding requirements, and construction standards.
- Perform progress inspections, construction verification, punch-list inspections, and project closeout reviews.
- Review contractor pay applications for consistency with, change orders, claims, and requests for additional compensation.
- Coordinate project completion, warranty documentation, and final acceptance.

Design Review and Technical Evaluation

- Review architectural, engineering, site, accessibility, and rehabilitation plans for compliance with project requirements and funding regulations.
- Evaluate proposed project designs for constructability, cost effectiveness, feasibility, and long-term maintainability.
- Coordinate technical reviews with architects, engineers, contractors, utility providers, and regulatory agencies.
- Assist with project redesign and value engineering when necessary to meet budgetary or regulatory constraints.
- Review project plans for compliance with accessibility standards, building codes, and applicable federal and state requirements.

Permitting and Regulatory Coordination

- Coordinate plan review and permitting activities with City departments and outside agencies.
- Assist with obtaining building permits, encroachment permits, environmental clearances, and other regulatory approvals.
- Coordinate agency reviews, corrections, and permit conditions.
- Monitor permit compliance and project adherence to approved plans and conditions of approval.

Labor Compliance and Prevailing Wage Administration

- Administer Davis-Bacon and Related Acts compliance requirements.
- Review certified payroll records and contractor labor compliance documentation.
- Monitor prevailing wage compliance and apprenticeship requirements.
- Conduct contractor interviews and labor compliance field reviews.
- Coordinate corrective actions and reporting associated with labor standards violations.
- Prepare labor compliance documentation for monitoring, audits, and funding agency reviews.

Construction Compliance and Risk Mitigation

- Monitor contractor compliance with federal, state, and local regulations.
- Coordinate environmental mitigation measures and project-specific compliance requirements.
- Verify implementation of mitigation measures required through environmental review processes.
- Monitor Section 3, federal procurement, and contractor eligibility requirements.
- Identify construction risks, schedule impacts, budget concerns, and compliance deficiencies and recommend corrective actions.
- Assist in resolving field conflicts, contractor disputes, and project performance issues.

Environmental and Technical Compliance

- Prepare and manage environmental review documentation required under NEPA, CEQA, HUD, and HCD regulations.
- Coordinate historic preservation, noise, floodplain, hazardous materials, and environmental compliance reviews.
- Ensure construction activities comply with environmental clearance conditions and mitigation requirements.
- Maintain project records necessary to support federal and state monitoring and audit requirements.

Technical Grant-Funded Project Administration

- Provide specialized technical administration of federally and state-funded construction and rehabilitation projects.
- Prepare funding agreements, construction contracts, bid packages, technical exhibits, and implementation documents.
- Manage project budgets, reimbursement requests, cost allocations, and grant-funded construction expenditures.
- Coordinate contractor procurement activities and ensure compliance with federal procurement regulations.
- Maintain project documentation required for grant reimbursement, monitoring, and closeout.

Housing and Community Development Planning

- Prepare HUD-required Consolidated Plans, Annual Action Plans (AAP), Consolidated Annual Performance and Evaluation Reports (CAPER), Analysis of Impediments to Fair Housing Choice (AI), Equity Plans, and other federally required planning documents.
- Develop new Housing and Community Development programs
- Prepare state and federal housing program guidelines, policies, procedures, underwriting standards, and implementation manuals.
- Conduct housing needs assessments, slum-bligh studies, demographic analyses, market studies, funding analyses, and program evaluations.
- Develop program design recommendations and implementation strategies for housing and community development initiatives.
- Prepare grant applications, funding proposals, and competitive funding submissions.
- Coordinate public participation processes, stakeholder outreach, public hearings, and regulatory consultations associated with planning documents

Economic Development Program Administration

- Administration of Commercial Rehabilitation Programs, Business Assistance and Attraction Programs, and other Small Business Expansion Programs.
- Business financial analysis, underwriting, and eligibility reviews.
- Preparation of grant and loan documentation.
- Monitoring project compliance, reimbursement requests, and performance requirements.

Specialized Consulting Expertise

All these services require professional expertise in construction management, rehabilitation design, permitting, environmental compliance, labor standards administration, construction, project implementation, contractor oversight, regulatory compliance, and grant-funded project delivery. Such duties are technical in nature and are not routinely performed by City staff, whose

primary responsibilities remain program oversight, policy development, customer service, budgeting, and final approval authority.

City Responsibilities

City staff shall retain responsibility for policy development, budget administration, customer service, funding recommendations, legislative actions, program oversight, and final approval authority. LDM Associates shall serve as a technical consultant and implementation resource, providing flexible specialized professional expertise necessary to ensure regulatory compliance, successful program delivery, and protection of the City's funding resources.

EXHIBIT B

SCHEDULE OF CHARGES/PAYMENTS AND INVOICING REQUIREMENTS

1. Compensation

Compensation for services provided under this Agreement shall be on a time-and-materials basis and shall not exceed the amount authorized in the Agreement, as amended.

Consultant shall be compensated in accordance with the following hourly billing rates:

Classification	FY 2026-2027 Hourly Rate
President / Senior Vice President	\$138
Vice President	\$131
Director	\$126
Manager	\$120
Senior Associate	\$114
Associate	\$103
Senior Project Assistant	\$84
Project Assistant	\$79
Secretary	\$56

2. Reimbursable Expenses

The following expenses may be reimbursed at actual cost:

- Project supplies, plus a 10% administrative surcharge when applicable;
- Printing and reproduction costs, plus a 10% administrative surcharge when applicable;
- Postage and delivery costs, plus a 10% administrative surcharge when applicable;
- Appraisals (drive-by), when required, at actual invoiced cost not to exceed \$390 each without prior City approval.

All reimbursable expenses shall be supported by receipts or other documentation acceptable to the City.

3. Monthly Invoicing Requirements

Consultant shall submit invoices on a monthly basis. Each invoice shall include:

1. Invoice number and billing period;
2. Description of work completed during the billing period;
3. Identification of the project, program, or funding source associated with the work performed;
4. Name and classification of personnel performing the work;
5. Hours worked by each employee;
6. Applicable hourly billing rate;
7. Itemized reimbursable expenses with supporting documentation;

8. Total amount billed for the invoice period;
9. Cumulative amount billed to date under the Agreement; and
10. Remaining balance available under the Agreement.

4. Monthly Progress Report

Each invoice shall be accompanied by a progress report summarizing:

- Activities completed during the billing period;
- Status of ongoing projects and assignments;
- Deliverables submitted to the City;
- Federal, State, and local compliance activities performed;
- Environmental review, labor compliance, construction management, grant administration, planning, reporting, or other technical services completed;
- Budget status by project or program, if requested by the City; and
- Any issues requiring City direction or action.

5. Out-of-Scope Services

Consultant shall notify the City in writing prior to performing any work that exceeds the approved scope of services or compensation limits established under the Agreement. No out-of-scope services shall be performed without written authorization from the City.

6. Payment

The City shall process payment in accordance with the terms of the Professional Services Agreement. Payment shall be made only for services satisfactorily performed and approved by the City's Contract Administrator.