

**AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACT SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT FOR CONTRACT SERVICES by and between the CARSON RECLAMATION AUTHORITY, a California joint powers authority (“**CRA**” or “**Authority**”) and LEIGHTON CONSULTING, INC., a California corporation (“**Consultant**”) is effective as of the ____ day of July, 2022 (“**Amendment**”).

RECITALS

A. The CRA and Consultant entered into that certain Agreement For Contract Services dated November 19, 2021 (the “**Agreement**”) whereby Consultant agreed to provide geotechnical engineering services related to that certain 157-acre parcel owned by the CRA located at 20400 Main Street in Carson, California (the “**Site**”).

B. The CRA and Consultant now desire to amend the Agreement to: (1) revise the Consultant’s Scope of Work under the Agreement to include additional specific geotechnical explorations, engineering analyses, testing services for portions of the Site, and geotechnical design recommendations; and (2) extend the term of certain services required of Consultant; and (3) adjust the Contract Sum accordingly.

TERMS

1. Contract Changes.

1.1 Section 2.1 (Contract Sum) is hereby deleted in its entirety and replaced with the following:

“2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of **Nine Hundred Fifteen Thousand Dollars (\$915,000)** (“Contract Sum”).”

1.2 Section 3.4 (Term) is hereby deleted in its entirety and replaced with the following:

“3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, but not exceeding December 31, 2022, subject to the terms and conditions provided in the Schedule of Performance (Exhibit “D”).”

1.3 The following Section C is hereby added to Part I of Exhibit “A”:

“C. Task 3 (Additional Specific Subsurface Exploration, Laboratory Testing, and Engineering Analysis for Cells 3, 4, and 5 of the Site, including without limitation the following Services):

EXHIBIT NO. 2

(i) Review available documents with pertinent geotechnical information for site and surrounding slopes;

(ii) Preparation of Health and Safety Plan (HASP) including coordination of submittal to DTSC with other members of the design team;

(iii) Provide geophysical survey crew for subsurface utility clearance of proposed exploration locations (includes Leighton field oversight); and

(iv) Provide equipment and labor to perform subsurface exploration to determine the nature and thickness of the soil cover and determine top of refuse and top of liner elevations on the Site (includes Leighton field oversight);

All such services are more particularly described in Consultant's proposal set forth in **Exhibit "F"** to the Agreement. In the event of any conflict between the terms of this Agreement and Consultant's proposal, the terms and conditions of the Agreement shall control."

1.4 A new Exhibit "F" shall be added and deemed attached to the Agreement as set forth in Attachment 1 to this Amendment.

1.5 A new Section C of Part I of Exhibit "C" shall be added to such exhibit as follows:

"C. Task 3:

Task Description	Estimated Fee
Background research, field preparation, and coordination	\$ 1,752.00
Work plan and health and safety plan preparation	2,730.00
Geophysical utility location – Leighton field costs	8,700.00
Subsurface exploration – Leighton field costs (25 days for up to 100 explorations)	54,378.00
Compaction testing – Leighton field costs (assume 80 hours for up to 20 exploration locations)	13,840.00
Geotechnical Data Report	5,000
Subtotal	\$86,400.00
Prevailing Wage Outside Costs plus 10% Markup	
Geophysical utility location contractor – 4 days	\$ 13,090.00
TOT/TOL excavation subcontractor – 25 days	315,774.00
Additional subcontractor scope – Reinternment of trash/minimum compaction standards*	74,800
Subtotal	\$403,664.00
Grand Total	\$490,064.00

**Represents an allowance for additional requested scope. Cost subject to change based on actual estimate from subcontractor."*

1.6 Part V of Exhibit "C" is deleted in its entirety and replaced with the following:

"V. The total compensation for the Services shall not exceed \$915,000, as provided in Section 2.1 of this Agreement."

1.7 A new section C shall be added to Part I of Exhibit "D" as follows:

	<u>Days to Perform</u>	<u>Deadline Date</u>
C. Task 3	12 weeks	No later than November 30, 2022

2. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. Affirmation of Agreement. CRA and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation of the parties.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. Authority. The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

“CRA”

CARSON RECLAMATION AUTHORITY

By: _____
Name: John Raymond
Title: Executive Director

“CONSULTANT”

**LEIGHTON CONSULTING,
INC., a California corporation**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name:
Title:

APPROVAL AS TO FORM:

ALESHIRE & WYNDER, LLP
Legal Counsel for Carson Reclamation Authority

Sunny Soltani, Esq.
[DJA]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		

		SIGNER(S) OTHER THAN NAMED ABOVE

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<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT
_____ _____ _____		_____ _____ _____
		SIGNER(S) OTHER THAN NAMED ABOVE

ATTACHMENT 1
CONSULTANT'S PROPOSAL
[Attached]