

AMENDMENT NO. 1

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment") by and between the CARSON RECLAMATION AUTHORITY, a joint powers authority ("AUTHORITY") and **Michael Baker International, Inc.**, a _____ ("Consultant") is effective as of the 4th day of April, 2017.

RECITALS

A. Authority and Consultant entered into that certain Agreement for Professional Services dated April 5, 2016 ("Agreement") whereby Consultant agreed to provide engineering Services.

B. City and Consultant now desire to amend the Agreement to extend the Term of the Agreement from April 5, 2017 to April 5, 2018.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

i. Section 3.4 is deleted in its entirety and replaced by the following:

Term.

ii. Exhibit "A", Scope of Services, is amended to add under "Optional Services:"

Contractor shall perform a Grading Study for the full Boulevards at South Bay site to set conceptual pad elevations for the proposed buildings and subgrade for the parking lot areas and to estimate earthwork quantities for the full development. An aerial topo survey was performed for Cell 2 in October 2016, with the last full site topo being done in 2014. Contractor will create a blended topo base file from the two topo surveys. Contractor has proposed to perform the Grading Study on a T&M basis not to exceed \$7,500, which is covered by the original contract.

Contractor shall continue in its role as Qualified SWPPP Developer (QSD) for the project. Contractor anticipates averaging 8-16 hours/month, depending on weather, for the remainder of the year.

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 twelve (12) months from April 5, 2017.

EXHIBIT NO. 1

3

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, 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; Warranty Re Absence of Defaults.** Authority 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.

Consultant represents and warrants to Authority that, as of the date of this Amendment, Authority is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

Authority represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

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 Agreement 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 Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement 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 Agreement on the date and year first-above written.

AUTHORITY:

CARSON RECLAMATION AUTHORITY, a joint powers authority

Albert Robles, Chairman

ATTEST:

Donesia L. Gause, Authority Secretary

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, Authority Counsel

CONSULTANT:

MICHAEL BAKER INTERNATIONAL, INC.

By:_____
Michael Tylman, Senior Vice President

By:_____
Craig Johnson, Vice President
5 Hutton Centre Drive, #500
Santa Ana, CA 92707

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

5

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 _____, 2017 before me, _____, personally appeared _____, 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	
<div style="text-align: center;">_____ TITLE(S)</div> <div><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</div>	<div style="text-align: center;">_____ TITLE OR TYPE OF DOCUMENT</div>
<div><input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____</div>	<div style="text-align: center;">_____ NUMBER OF PAGES</div>
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	<div style="text-align: center;">_____ DATE OF DOCUMENT</div>
	<div style="text-align: center;">_____ SIGNER(S) OTHER THAN NAMED ABOVE</div>

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(NAME OF PERSON(S) OR ENTITY(IES))	
_____ _____	
	<div style="text-align: center;">_____ SIGNER(S) OTHER THAN NAMED ABOVE</div>