

## **AMENDMENT NO. 3**

### **TO AGREEMENT FOR CONTRACT SERVICES**

**THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES** ("Amendment No. 3") by and between the CITY OF CARSON, a California municipal corporation ("City") and MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania corporation ("Consultant") is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (except as otherwise provided herein).

### **RECITALS**

A. City and Consultant entered into that certain Agreement for Contractual Services dated October 18, 2016 ("Agreement") whereby Consultant agreed to provide on-call environmental consulting services for an initial three-year term and a contract sum not-to-exceed \$750,000 for all three years, \$250,000 annually, with City options to extend the term for up to two additional one-year periods.

B. On October 1, 2019, City and Consultant entered into Amendment No. 1 to the Agreement to: (1) exercise the City's first one-year option to extend the Term of the Agreement so that the Agreement expires on October 17, 2020; (2) increase the Contract Sum by \$250,000, for a not-to-exceed amount of \$1,000,000, to enable the City to continue to use Consultant's on-call environmental consulting services; and (3) to clarify that Section III of Exhibit "C," "Schedule of Compensation" is not applicable to the Agreement because the 10% retention requirement is not applicable to on-call services.

C. While over the duration of the initial term of the Agreement the annual not-to-exceed \$250,000 component of the Contract Sum was generally a fair estimate of the compensation to be paid to Consultant, due to the impracticalities of predicting the cost to the City in advance for any given year, the restrictions of the annual not-to-exceed \$250,000 amount created difficulties in administering the Agreement for those years where the annual compensation exceeds that amount. As a result, on June 2, 2020, City and Consultant entered into Amendment No. 2 to the Agreement to eliminate the annual not-to-exceed amount of \$250,000 (while leaving the Contract Sum remaining the same).

D. The high volume of development projects in the City necessitates the continued use of Consultant's on-call environmental consulting services to ensure development projects comply with CEQA requirements.

E. City and Consultant now desire to amend the Agreement a third time, for the following purposes: (1) to exercise the City's second one-year option to extend the Term of the Agreement, so that the Agreement expires on October 18, 2021; and (2) due to an anticipated increase in City's demand for Consultant's on-call environmental consulting services, to increase the contract sum by \$350,000, for a total not-to-exceed contract sum of \$1,350,000 over the full five-year term of the Agreement, in order to enable City to continue to use Consultant's on-call environmental consulting services until October 18, 2021.

F. Additionally, the name and entity description “Michael Baker International, a California corporation” used for Consultant in the Agreement and Amendment No.’s 1 and 2 was erroneous. The correct legal name and entity description is and at all relevant times has been “Michael Baker International, Inc., a Pennsylvania corporation.” City and Consultant therefore also intend, by this Amendment No. 3, to correct the foregoing discrepancy in the name of Consultant.

## TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text identified in ***bold italics*** and deleted text in ~~strikethrough~~).

A. The Agreement is hereby amended to correct the name of the Consultant such that the term “Consultant,” and all references to “Michael Baker International, a California corporation”, as used in the Agreement, shall be deemed, commencing from and after the effective date of the Agreement, to mean and refer to “Michael Baker International, Inc., a Pennsylvania corporation.” Amendment No.’s 1 and 2 to the Agreement are hereby deemed, effective retroactively as of their respective effective dates, to have been entered into with City by “Michael Baker International, Inc., a Pennsylvania corporation.”

**B. Section 2.1, “Contract Sum,” is hereby amended as follows:**

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***One Million Three Hundred Fifty Thousand Dollars (\$1,350,000)*** ~~One Million Dollars (\$1,000,000)~~ for the entire term (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

**C. Section 3.4, “Term,” is hereby amended as follows:**

“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 ***five (5)*** ~~four (4)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”). ~~The City shall have the right but not the obligation, in its sole and unfettered discretion, to extend the Term of this Agreement for one (1) additional one-year extended term (an “Extended Term”).~~”

**D. Section VI of Exhibit C, “Schedule of Compensation,” is hereby amended as follows:**

“The total compensation for the Services shall not exceed ***\$1,350,000*** ~~\$1,000,000~~ in total, as provided in Section 2.1 of this Agreement.”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 3, all provisions of the Agreement and Amendment No's. 1-2 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 3 (and Amendment No's 1-2).

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City 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 City that, as of the date of this Amendment No. 3, City 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.

City represents and warrants to Consultant that, as of the date of this Amendment No. 3, 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 No. 3.

5. **Authority.** The persons executing this Amendment No. 3 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 No. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) the entering into this Amendment No. 3 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 No. 3 on the date and year first-above written.

**CITY:**

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Albert Robles, Mayor

**ATTEST:**

\_\_\_\_\_  
Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[BRJ]

**CONSULTANT:**

MICHAEL BAKER INTERNATIONAL, INC., a  
Pennsylvania corporation

By:\_\_\_\_\_  
Name: Richard Beck  
Title: Vice President

By:\_\_\_\_\_  
Name: Michael Tylman  
Title: Assistant Secretary  
Address: 5 Hutton Centre Drive, Suite 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.**

## 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 \_\_\_\_\_, 2020 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.

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL	
<input type="checkbox"/> CORPORATE OFFICER	
<div style="text-align: center;">_____ TITLE(S)</div> <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	<div style="text-align: center;">_____ TITLE OR TYPE OF DOCUMENT</div>
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	<div style="text-align: center;">_____ NUMBER OF PAGES</div>
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER _____	
<b>SIGNER IS REPRESENTING:</b> (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>

## 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 \_\_\_\_\_, 2020 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	_____
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	TITLE OR TYPE OF DOCUMENT
<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: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT
_____ _____		_____
		SIGNER(S) OTHER THAN NAMED ABOVE