AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 2") by and between the CITY OF CARSON, a California municipal corporation ("City") and DUDEK, a California corporation ("Consultant"), is effective as of the 18th day of October, 2020.

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 a 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. Effective 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 Term continues until October 18, 2020; (2) increase the Contract Sum by $250,000, for a not-to-exceed amount of $1,000,000; and (3) 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. 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.

D. Over the first four years of the term of the Agreement, the annual not-to-exceed $250,000 component of the Contract Sum was generally a fair estimate of the annual compensation to be paid to Consultant. However, due to the fluctuations in the cost to the City in any given year, the restrictions of the annual not-to-exceed $250,000 amount create difficulties in administering the Agreement. Additionally, the City desires to exercise its second one-year option to extend the Term of the Agreement, and anticipates the potential that the City's demand for Consultant's on-call environmental consulting services during the second one-year extension period could cause the compensation for said period to exceed $250,000. These considerations necessitate an increase of $350,000 to the Contract Sum in connection with the exercise of the City's second option to extend the Term.

E. Accordingly, City and Consultant now desire to amend the Agreement a second time, to: (1) exercise the City's second one-year option to extend the Term of the Agreement so that the Agreement expires on October 18, 2021; (2) increase the Contract Sum by $350,000, for a total not-to-exceed amount of $1,350,000, to enable the City to continue to use Consultant's on-call environmental consulting services until October 18, 2021; and (3) eliminate the annual not-to-exceed amount of $250,000. City and Consultant also hereby desire to ratify and reaffirm the continuous and uninterrupted term of the Agreement commencing from October 18, 2016, and continuing through the effective date of this Amendment No. 2.

TERMS

1. **Recitals.** The foregoing recitals are true and correct, and are incorporated herein by reference.

2. **Contract Changes**. The Agreement is amended as provided herein, with new text identified in ***bold italics*** and deleted text in ~~strikethrough~~:

A. 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~~, and shall not exceed Two Hundred Fifty Thousand Dollars ($250,000) annually~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

B. 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 discretion, to extend the Term of this Agreement for one (1) additional one-year extended term (an "Extended Term").~~"

C. Section VI of Exhibit C, "Schedule of Compensation," is hereby amended as follows:

"The total compensation for the Services shall not exceed ~~$250,000 annually, and will not exceed~~ ***$1,350,000*** ~~$1,000,000~~ in total***,*** as provided in Section 2.1 of this Agreement."

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

4. **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. 2, 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. 2, 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.

5. **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. 2.

6. **Authority.** The persons executing this Amendment No. 2 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. 2 on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 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. 2 on the date(s) and year(s) set forth below, with express intent that this Amendment No. 2 shall be effective as of October 18, 2020.

CITY:

CITY OF CARSON, a municipal corporation

_____
Albert Robles, Mayor

Date: _____ ___, 2020

ATTEST:

_____
Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[BRJ]

CONSULTANT:

DUDEK, a California corporation

By:_____
Name: Frank Dudek
Title: Chairman/CEO
Date: _____ ____, 2020

By:_____
Name: Christine Moore
Title: CFO
Date: _____ ____, 2020
Address: 605 Third Street
Encinitas, CA 92024

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.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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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

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- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE