AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF BELL AND MICHAEL BAKER INTERNATIONAL

THIS AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF BELL AND MICHAEL BAKER INTERNATIONAL
(“Amendment No. 1”) by and between the CITY OF BELL (“City”) and MICHAEL BAKER
INTERNATIONAL a California corporation (“Consultant”) is effective as of the 12th day of

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services
dated January 25, 2017 (“Agreement”) whereby Consultant agreed to provide contract planning
services for the City.

B. The term of the Agreement was for one year with a maximum compensation due
to Consultant of $50,000.00.

C. The City has already incurred approximately $41,000 in services from Consultant
as of the date of this Amendment No. 1, excluding June 2017 invoices.

D. City and Consultant now desire to amend the Agreement to increase the
maximum compensation due to Consultant by an additional $50,000.00, from $50,000.00 to
$100,000.00, so that City can continue to receive planning services from Consultant during the
remainder of the Agreement’s term.

E. The City also desires to extend the term of the Agreement by approximately 5
months, from January 25, 2018 to June 30, 2018, to coincide with the end of the 2017-2018
fiscal year.

F. Except as amended hereby, the terms and conditions of the Agreement, including
the rates for compensation, remain unchanged.

TERMS

1. Contract Amendments. The Agreement is amended as provided herein

a. Section 2.1, “Contract Sum”, shall be amended to read as follows:

“2.1 Contract Sum.

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 Hundred Thousand Dollars and No Cents ($100,000.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

b. Section IV of Exhibit C, "Schedule of Compensation", shall be amended to read as follows:

"IV. The total compensation for the Services shall not exceed One Hundred Thousand Dollars and No Cents ($100,000.00) as provided in Section 2.1 of this Agreement."

c. Section IV of Exhibit D, "Schedule of Performance", is hereby added and shall read as follows:

"IV. In accordance with Section 3.4 of this Agreement, the term of the Agreement shall expire on June 30, 2018, unless earlier terminated in accordance with Article 7 of this Agreement."

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 1, 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 Amendment No. 1.

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. 1, 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. 1, 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. 1.

5. Authority. The persons executing this Amendment No. 1 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. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of the Agreement, as amended and (iv) the entering into this Amendment No. 1 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. 1 on the date and year first-above written.

CITY:

CITY OF BELL

Fidencio Joel Iturralde
Mayor

ATTEST:

Angela Bustamante
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David J. Aleshire
City Attorney

CONSULTANT:

MICHAEL BAKER INTERNATIONAL

By: ____________________________
   Name: Michael Tymman
   Title: Senior Vice President

By: ____________________________
   Name: Steven Huff
   Title: Assistant Secretary

Address: 3760 Kilroy Airport Way
         Suite 270
         Long Beach, CA 90806

NOTE: 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 DEVELOPER’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 August 10, 2017 before me, [Notary Public], personally appeared [Witness Name], 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: [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.

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

SIGNER(S) OTHER THAN NAMED ABOVE