AMENDMENT NO. 2 TO

PROFESSIONAL SERVICE AGREEMENT

This AMENDMENT NO. 2 TO PROFESSIONAL SERVICE AGREEMENT (this “Amendment No. 2”), dated for purposes of identification only as of June 1, 2008 (the “Date of Amendment”), is made and entered into by and between the

CITY OF ANAHEIM, a municipal corporation and charter city, (the “City”),

AND

LEIGHTON AND ASSOCIATES, INC., a California corporation, as successor-in-interest to Leighton Consulting, Inc., a California corporation, (the “Consultant”).

RECITALS

A. City and Consultant’s predecessor-in-interest (each, a “Party” and jointly, the “Parties”) entered into that certain Professional Service Agreement dated as of April 1, 2005, as amended by that certain Amendment No. 1 to Professional Service Agreement dated as of January 1, 2007, (as amended, the “Agreement”) pursuant to which Consultant has provided environmental assessment and remediation services (defined in the Agreement as the “Services”).

B. The Parties desire to amend the Agreement to provide for (i) an extension of the term expiration date from June 30, 2008 until June 30, 2010, (ii) an increase in the maximum compensation payable to the Consultant from One Hundred Fifty Thousand Dollars ($150,000) to Three Hundred Fifty Thousand Dollars ($350,000), and (iii) an amendment to the Schedule of Compensation.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, THE CITY AND CONSULTANT AGREE AS FOLLOWS:
SECTION 1. AMENDMENT OF AGREEMENT. The Agreement is amended as set forth in this Section.

1.1 Extension of Term. Section 3 of the Agreement is amended to read as follows:

“Section 3. Term.

This Agreement shall be for a term commencing upon the Effective Date (as such term is hereinafter defined in Section 9.15) and terminating upon June 30, 2010, subject to earlier termination as provided in Subsection 6.1.4 and Section 7 hereof.”

1.2 Increase in Maximum Compensation. Section 4.3 of the Agreement is amended to read as follows:

“Section 4.3. Maximum Compensation. In no event shall the aggregate Monthly Compensation paid to the Consultant over the Term of this Agreement exceed the sum of Three Hundred Fifty Thousand Dollars ($350,000) (the “Maximum Compensation”).”

1.3 Amendment of Schedule of Compensation. The Schedule of Compensation, attached to the Agreement as Exhibit A, is deleted and replaced with the “Revised Schedule of Compensation” which is attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. INTEGRATION. Except as expressly provided to the contrary herein, all provisions of the Agreement shall remain in full force and effect. The Agreement and this Amendment No. 2 shall hereinafter be collectively referred to as the “Amended Agreement.” The Amended Agreement integrates all of the terms and conditions of agreement between the Parties and supersedes all negotiations or previous agreements between the Parties with respect to the subject matter hereof.

SECTION 3. EFFECTIVE DATE. This Amendment No. 2 shall take effect immediately upon execution of this Amendment No. 2 by the City.
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT NO. 2 AS OF THE RESPECTIVE DATES SET FORTH BELOW.

“CITY”

CITY OF ANAHEIM,
a municipal corporation and charter city

Dated: ________________________  By: ____________________________
                  DAVID M. MORGAN,
              City Manager

ATTEST:

CITY CLERK, LINDA N. ANDAL

By: ______________________________
          LINDA N. ANDAL,
              City Clerk

APPROVED AS TO FORM:

JACK L. WHITE, CITY ATTORNEY

By: ______________________________
          JOHN E. WOODHEAD IV,
              Assistant City Attorney

“CONSULTANT”

LEIGHTON AND ASSOCIATES, INC.,
a California corporation

Dated: ________________________  By: ____________________________
                  TERRANCE M. BRENNAN,
              Chairman
State of California  )
   ) ss.
County of _________  )

On __________________, 20___, before me, ______________________________________
(name, title of officer, e.g., Jane Doe, Notary Public"
personally appeared _______________________________________________________________
(name(s) of signer(s))

☐ personally known to me —OR—
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(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 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 of Notary)

Capacity claimed by signer:
(This section is OPTIONAL.)

☐ Individual
☐ Corporate Officer(s):
☐ Partner(s):
  ☐ General ☐ Limited
☐ Attorney-in-fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:

____________________________________________
(name of person(s) or entity(ies))

Attention Notary: Although the information requested below is OPTIONAL, it could prevent fraudulent
attachment of this certificate to an unauthorized document.

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Exhibit A
Revised Schedule of Compensation

Labor Fees
Sr. Principal .........................................................$ 185
Principal Engineer/Geologist .................................$ 185
Senior Project Engineer/Geologist .........................$ 150
Project Manager/Engineer/Geologist ......................$ 135
Senior Staff Engineer/Geologist ............................$ 120
Staff Engineer/Geologist .......................................$ 110

Rate/Hour
Senior Technician .................................................$ 95
Draftsperson ......................................................$ 90
Word Processor ..................................................$ 65

Overtime for non-exempt personnel will be charged at 1.5 times the basic rate. Overtime is defined as the excess above 8 hours on weekdays, time before 8 a.m. or after 5 p.m., and all Saturdays, Sundays, and holidays.

Expert witness testimony will be charged at one and one half times the above rates, with a minimum charge of four hours.

Vehicle and Per Diem Expenses
Service Vehicle Usage ........................................$ 100 per day
Mileage Reimbursement .....................................$0.43 per mile

Per Diem ..............................................................$150 per day

Equipment Rates
Service Vehicle Usage .........................................$100.00/day
Air Compressor (3-10 cfm) ...................................$100.00/day
Brass Soil Sample Tubes ......................................$8.00/each
Disposable Bailer .................................................$12.00/each
Electronic Well Sounder ......................................$30.00/day
Hermit Data Logger ...............................................Quote
pH Conductivity and Temperature Probes .........................$45.00/day
Portable Generator (1-3 Kw) .................................$50.00/day
Portable Generator (above 5-6 Kw) .........................$65.00/day
Stainless Steel Bailer ...........................................$20.00/day
Submersible Pump ...............................................$60.00/day
Surface Pump .....................................................$35.00/day

Turbidity Meter .................................................$20.00/day
Vapor Sampling Box ...........................................$20.00/day
Hand Auger .......................................................$30.00/day
Consumables (gloves, water, rope, soap, etc.) ..........$30.00/day
Level B Protection ...............................................$300.00/day
Level C Protection ...............................................$180.00/day
Level D Protection ...............................................No Charge
Tyvek Suit .........................................................$12.00/each
Photoionization Detector (PID) ............................$110.00/each
Combustible Gas Meter (LEL/O2) .........................$80.00/day
Infrared Spectrophotometer (for methane testing) ....$85.00/day

Weekly rates will be billed as a four-day rental (fifth day is free).

Other Reimbursable Expenses
Other heavy equipment, subcontractor fees and expenses, supplemental insurance, travel, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 15%, unless billed directly to, and paid by client.

This fee schedule is effective through December 31, 2009. At the end of this period, it is subject to modification.