

AMENDMENT NO. 1 TO AGREEMENT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
GHD, INC.  
FOR  
ON-CALL WATER ENGINEERING, WASTEWATER ENGINEERING,  
STORMWATER ENGINEERING AND CONSULTING SERVICES

THIS AMENDMENT is made and entered into by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation, hereinafter referred to as "City," and GHD, Inc., a California Corporation, hereinafter referred to as "Consultant."

WHEREAS, City and Consultant are parties to that certain agreement, dated April 5, 2021, entitled "Professional Services Contract Between the City of Huntington Beach and GHD, Inc. for On-Call Water Engineering, Wastewater Engineering, Stormwater Engineering and Consulting Services" which agreement shall hereinafter be referred to as the "Original Agreement"; and

City and Consultant wish to amend the Original Agreement to increase the amount of compensation to be paid to Consultant,

NOW, THEREFORE, it is agreed by City and Consultant as follows:

1. ADDITIONAL COMPENSATION

In consideration of the services to be performed under the Original Agreement, City agrees to pay Consultant at the rates specified in Exhibit B which is attached hereto and incorporated by reference into this Agreement. City further agrees to pay Consultant an additional sum not to exceed One Million Dollars (\$1,000,000.00). The additional sum shall be added to the original sum of One Million Dollars (\$1,000,000.00), for a new contract amount not to exceed Two Million Dollars (\$2,000,000.00).

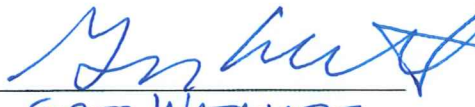
2. REAFFIRMATION

Except as specifically modified herein, all other terms and conditions for the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on \_\_\_\_\_, 2023.

GHD, INC.

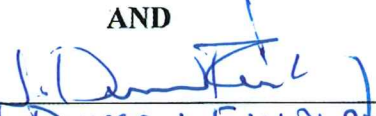
CITY OF HUNTINGTON BEACH, a  
municipal corporation of the State of  
California

By:   
GREG WATANABE  
print name

ITS: (circle one) Chairman/President/Vice President

Mayor

AND

By:   
J. DUNCAN FINOLAX  
print name

ITS: (circle one) Secretary/Chief Financial  
Officer/Asst. Secretary - Treasurer

City Clerk

INITIATED AND APPROVED:

  
Director of Public Works

APPROVED AS TO FORM:

  
City Attorney

## EXHIBIT "B"

### Payment Schedule (Hourly Payment)

#### A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

#### B. Travel Charges for time during travel are not reimbursable.

#### C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
  - A) Reference this Agreement;
  - B) Describe the services performed;
  - C) Show the total amount of the payment due;
  - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
  - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

## **EXHIBIT "B"**

### **Payment Schedule (Fixed Fee Payment)**

1. CONSULTANT shall be entitled to monthly progress payments toward the fixed fee set forth herein in accordance with the following progress and payment schedules.

2. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.

3. CONSULTANT shall submit to CITY an invoice for each monthly progress payment due. Such invoice shall:

- A) Reference this Agreement;
- B) Describe the services performed;
- C) Show the total amount of the payment due;
- D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
- E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

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## Exhibit B



### Rate Schedule

For services by GHD Inc.

*Effective through June 30, 2021*

#### Hourly Rates\*

Principal-In-Charge / QA/QC	\$200 - 278
Senior Project Manager	\$190 - 265
Project Manager	\$175 - 225
Senior Engineer	\$160 - 220
Geologist/Hydrogeologist	\$130 - 235
Scientist/Technologist/Planner/Architect	\$115 - 235
Project Engineer	\$150 - 185
Staff Engineer	\$115 - 155
CADD Designer	\$ 90 - 175
Drafter	\$ 75 - 145
Project/Admin Assistant	\$ 70 - 85

Employee time will be billed in accordance with the fees listed above. Standard computer and technology costs are incorporated into these hourly rates, as well as direct labor, overhead, and fringe benefits. These rates are subject to change on a semi-annual basis. Professional employees will not be charged out at premium charge rates for overtime work.

Expert witness testimony; on any day when an employee is under oath, all chargeable time will be at double (2.0) the employee's normal rate as noted on the current fee schedule and all associated expenses will be invoiced at cost (no mark-up allowed).

Expenses and other similar project related costs are billed out at cost (no mark-up allowed). Mileage will be billed at \$.58 per mile (or current IRS allowable rate) and parking expenses incurred by office employees are charged at cost. The services of outside consultants will be charged at cost (no mark-up allowed).

(\*) These rates do not apply to forensic-related services, or to work for which Prevailing Wage obligations exist. It is the responsibility of the client to notify GHD Inc. in writing if Prevailing Wage obligations are applicable, in which case the fees will be adjusted proportionate to the increase in labor costs.