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December 3, 2024

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Authorize the City Manager and City Attorney to Draft and Execute an extension for a One-Year Extension of the On Call City Engineering Agreement with GHD Inc.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize the City Manager and City Attorney to draft a one year extension and further authorize the City Manager to execute the extension.

BACKGROUND AND DISCUSSION

It is recommended that the City Council authorize a one year extension for on-call City Engineering Services. Staff needs additional time to review and process a more long term agreement for City Engineer services.

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SECOND AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT

FOR CITY ENGINEER SERVICES

This SECOND AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT FOR CITY ENGINEER SERVICES (hereinafter referred by full title or as this "Second Amendment") is made on ~~May~~^{June} 14, 2024, by and between the City of Rio Dell, a California municipality ("City"), and GHD Inc. ("Consultant"). Where collective reference is intended, City and Consultant are hereinafter referred to as the "Parties."

RECITALS

- A. WHEREAS, City and Consultant entered into that certain City of Rio Dell Professional Services Agreement for City Engineer Services dated January 1, 2019, and it continued in full force and effect until December 31, 2021 with a renewal of an additional two (2) years.
- B. WHEREAS, at the end of the initial term of professional services, the Professional Services Agreement was renewed for an additional two (2) years, continuing in full force and effect until December 31, 2023, pursuant to which Consultant is providing certain professional engineering services to City.
- C. WHEREAS, the Parties wish to memorialize their desire and consent to extend the term of the Professional Services Agreement for a period of one (1) year through December 31, 2024.
- D. NOW, THEREFORE, in consideration of the mutual covenants of the Parties herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1. Second Amendment of Terms

The initial term of Professional Services Agreement became effective on January 1, 2019 and continued in full force and effect until December 31, 2021 with a renewal of an additional two (2) years. By the First Amendment, the term of the Agreement shall continue to be in full force and effect one additional year, for a total of six years, through December 31, 2024. By this Second Amendment GHD confirms the fee schedule of bill rates to be used on the project, which are included in **Exhibit "A"**.

Section 2. Continuation of Terms and Conditions of Agreement

All terms and of the Professional Services Agreement shall continue in full force and effect, subject to the limited changes recited in Sections 4 through 13 of the First Amendment (which are collectively deemed incorporated by reference).

Section 3. Amendment Execution

This Second Amendment may be executed in counterparts, the separately executed parts of which shall be considered one whole. Facsimile, electronic and/or scanned signature copies shall be deemed to constitute original signatures.

Section 4. Campaign Contributions

The Professional Services Agreement is subject to Government Code Section 84308, as amended by SB 1439. That statute requires Consultant to disclose any campaign contribution by the Consultant or the Consultant's agent to City Councilmembers or other City officials of more than \$250 in the aggregate within the preceding 12 months. If such contributions have been made, Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form with Consultant's execution of the First Amendment. If not, the Campaign Disclosure Form need not be completed and returned to the City.

Section 5. Conflict of Interest

The Professional Services Agreement is subject to the requirements of Government Code Section 1097.6 relating to consultants entering into subsequent or multiple contracts for the same project.

Section 6. Engaging or Advising on Public Contracting on Behalf of the City

Where the scope of Consultant's work includes conceptual, preliminary, or initial plans or specifications for a prior stage of the project; Consultant shall provide access to the work, such that all bidders or proposers for the subsequent stages shall have access to the same information as Consultant, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to the Professional Services Agreement.

Section 7. Multi-Phase Projects

Consultant's duties and services under the Professional Services Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding Consultant's subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to the Professional Services Agreement.

Section 8. Substitution of Personnel

Any persons named in the Professional Services Agreement or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under the Professional Services Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate the Professional Services Agreement for cause.

Section 9. Subcontracting or Assignment

The Professional Services Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending the Professional Services Agreement.

Section 10. Disputes

The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

Section 10. Attorney Fees and Venue for Disputes

If litigation becomes necessary to enforce the terms and provisions of the Professional Services Agreement or as a result of any breach by Consultant or the City of the Professional Services Agreement, the prevailing party in any such litigation shall be entitled to recover reasonable attorney's fees and costs. The Humboldt County Superior Court for the State of California shall have exclusive jurisdiction over any dispute arising out of the Professional Services Agreement or Consultant's provision of Services hereunder and shall serve as the venue for any such dispute. All parties expressly consent to this designation of jurisdiction and venue.

Section 11. Ownership of Written Products

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of the Professional Services Agreement (such written material and electronic files are collectively known as "written products") shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

Section 12. Additional Insured

The City, its City Council, Commissions, officers, and employees of the City must be endorsed as an additional insured for each policy required herein, other Worker's Compensation and Professional Liability , for liability arising out of ongoing and completed operations by or on

behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work.

Section 13. Non-Discrimination

Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment on the date first written above.


"CITY": City of Rio Dell

By: 

Name: Kyle Knopp

Title: City Manager

"CONSULTANT": GHD Inc.

By: 

Name: Ann Bechtel

Title: Business Group Leader

List of Exhibits:

Exhibit "A": Fee Schedule of Bill Rates



Effective January 2022

**Second Amendment - Exhibit A Page 1 of 3:
Professional Services Agreement Engineering Services - Effective Jan 2022**

Employee	Special Rate	Employee	Special Rate
Andrea Hilton	\$ 150.00	Nathan Sanger	\$ 130.00
Julia Clark	\$ 105.00	Rebecca Crow	\$ 135.00
Luke Halonen	\$ 115.00	Steve McHaney	\$ 180.00

GHD Class	GHD Description	2022 USD Rate
PROFESSIONAL		
A001	Senior Technical Director 1	\$ 380.00
A002	Senior Technical Director 2	\$ 380.00
A003	Senior Technical Director 3	\$ 372.50
A004	Technical Director 1	\$ 210.00
A005	Technical Director 2	\$ 305.00
A006	Senior Professional 1	\$ 175.00
A007	Senior Professional 2	\$ 160.00
A008	Professional 1	\$ 285.00
A009	Professional 2	\$ 200.00
A010	Professional 3	\$ 192.50
A011	Vacationer / Intern	\$ 125.00
CONSULTANT		
V001	Executive Consultant 1	N/A
V002	Executive Consultant 2	N/A
V003	Senior Consultant 1	N/A
V004	Senior Consultant 2	N/A
V005	Consultant 1	N/A
V006	Consultant 2	N/A
V007	Consultant 3	N/A
TECHNICAL		
B001	Lead Design Technician 1	\$ 195.00
B002	Lead Design Technician 2	\$ 282.50
B003	Lead Design Technician 3	\$ 290.00
B004	Senior Design Technician 1	\$ 245.00
B005	Senior Design Technician 2	\$ 155.00
B006	Design Technician 1	\$ 222.50
B007	Design Technician 2	\$ 130.00
B008	Drafting/Design 1	\$ 175.00
B009	Drafting/Design 2	\$ 177.50
B010	Drafting/Design 3	\$ 192.50
B011	Drafting/Design 4	\$ 155.00
B012	Intern Drafting/Design	\$ 125.00

GHD Class	GHD Description	2022 USD Rate
ADMINISTRATION		
C001	Business Services Manager 1	\$ 320.00
C002	Business Services Manager 2	\$ 267.50
C003	Senior Business Services 1	\$ 145.00
C004	Senior Business Services 2	\$ 115.00
C005	Business Services 1	\$ 192.50
C006	Business Services 2	\$ 267.50
C007	Business Services 3	\$ 115.00
SITE BASED		
S001	Senior Construction Manager	\$ 230.00
S002	Construction Manager	\$ 275.00
S003	Lead Site Engineer/Supervisor	\$ 135.00
S004	Senior Site Engineer	\$ 237.50
S005	Site Engineer	\$ 207.50
S006	Lead Inspector	\$ 150.00
S007	Senior Inspector	\$ 150.00
S008	Inspector / Specialist 1	\$ 140.00
S009	Inspector / Specialist 2	\$ 130.00
S010	Clerk / Specialist 3	\$ 132.50
S011	Senior Site Manager 1	N/A
S012	Senior Site Manager 2	N/A
S013	Senior Site Manager 3	N/A
S014	Senior Site Manager 4	\$ 68.00
S015	Operator/Labourer 1	\$ 215.00
S016	Operator/Labourer 2	\$ 192.50
S017	Operator/Labourer 3	\$ 185.00
PROJECT SUPPORT		
D001	Project Support Manager 1	\$ 220.00
D002	Project Support Manager 2	\$ 290.00
D003	Senior Project Support 1	\$ 282.50
D004	Senior Project Support 2	\$ 260.00
D005	Project Support 1	\$ 245.00
D006	Project Support 2	\$ 200.00
D007	Project Support 3	\$ 170.00
D008	Project Support 4	\$ 162.50
D009	Project Support 5	\$ 100.00
D010	Project Support 6	\$ 177.50



Effective May 2024

**Second Amendment - Exhibit A Page 2 of 3:
Professional Services Agreement Engineering Services - Effective May 2024**

GHD Class	GHD Description	2024 USD Rate
PROFESSIONAL		
A001	Senior Technical Director 1	\$ 292.40
A002	Senior Technical Director 2	\$ 272.00
A003	Senior Technical Director 3	\$ 251.60
A004	Technical Director 1	\$ 258.00
A005	Technical Director 2	\$ 238.70
A006	Senior Professional 1	\$ 215.60
A007	Senior Professional 2	\$ 200.20
A008	Professional 1	\$ 207.50
A009	Professional 2	\$ 178.50
A010	Professional 3	\$ 157.70
A011	Vacationer / Intern	\$ 145.30
CONSULTANT		
V001	Executive Consultant 1	\$ 353.60
V002	Executive Consultant 2	\$ 319.60
V003	Senior Consultant 1	\$ 265.20
V004	Senior Consultant 2	\$ 265.70
V005	Consultant 1	\$ 219.50
V006	Consultant 2	\$ 177.10
V007	Consultant 3	\$ 142.50
TECHNICAL		
B001	Lead Design Technician 1	\$ 268.60
B002	Lead Design Technician 2	\$ 248.20
B003	Lead Design Technician 3	\$ 224.40
B004	Senior Design Technician 1	\$ 231.00
B005	Senior Design Technician 2	\$ 215.60
B006	Design Technician 1	\$ 196.40
B007	Design Technician 2	\$ 184.80
B008	Drafting/Design 1	\$ 190.90
B009	Drafting/Design 2	\$ 161.90
B010	Drafting/Design 3	\$ 149.40
B011	Drafting/Design 4	\$ 141.10
B012	Intern Drafting/Design	\$ 124.50

GHD Class	GHD Description	2024 USD Rate
ADMINISTRATION		
C001	Business Services Manager 1	\$ 238.00
C002	Business Services Manager 2	\$ 210.80
C003	Senior Business Services 1	\$ 156.40
C004	Senior Business Services 2	\$ 154.00
C005	Business Services 1	\$ 134.80
C006	Business Services 2	\$ 127.10
C007	Business Services 3	\$ 92.40
SITE BASED		
S001	Senior Construction Manager	\$ 261.80
S002	Construction Manager	\$ 227.80
S003	Lead Site Engineer/Supervisor	\$ 200.60
S004	Senior Site Engineer	\$ 204.10
S005	Site Engineer	\$ 188.70
S006	Lead Inspector	\$ 181.00
S007	Senior Inspector	\$ 142.50
S008	Inspector / Specialist 1	\$ 132.80
S009	Inspector / Specialist 2	\$ 116.20
S010	Clerk / Specialist 3	\$ 112.10
S011	Senior Site Manager 1	\$ 132.80
S012	Senior Site Manager 2	\$ 124.50
S013	Senior Site Manager 3	\$ 112.10
S014	Senior Site Manager 4	\$ 103.80
S015	Operator/Labourer 1	\$ 95.50
S016	Operator/Labourer 2	\$ 91.30
S017	Operator/Labourer 3	\$ 74.70
PROJECT SUPPORT		
D001	Project Support Manager 1	\$ 285.60
D002	Project Support Manager 2	\$ 268.60
D003	Senior Project Support 1	\$ 238.00
D004	Senior Project Support 2	\$ 231.00
D005	Project Support 1	\$ 204.10
D006	Project Support 2	\$ 188.70
D007	Project Support 3	\$ 173.30
D008	Project Support 4	\$ 170.20
D009	Project Support 5	\$ 145.30
D010	Project Support 6	\$ 95.50



Effective May 2024

**Second Amendment - Exhibit A Page 3 of 3:
Professional Services Agreement Engineering Services - Effective May 2024**

FY 2024 Rate Schedule Notes

1. Rates are for employees of GHD companies.
2. All travel will be invoiced at economy class rates. Lodging and meal expenses will be at cost plus agreed markup unless a per diem rate is negotiated.
3. Project related disbursements, expenses and subcontractor costs will be invoiced with a markup of 10%, as allowable by the oversight funding agency.
4. Fee schedule is subject to change annually.
5. Leased and personnel vehicles, field equipment and disposable field supplies will be invoiced at established rates.
6. Personal vehicle mileage rates will be charged in accordance with government regulated standard rates.
7. Travel costs for City meetings will not be charged.