

**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
AND GHD, INC.  
(WATER TREATMENT SYSTEMS DESIGN- RFP 19-016CA ON-CALL  
ENGINEERING AND PROFESSIONAL SERVICES CONTRACTS)**

**1. PARTIES AND DATE.**

This First Amendment to the Professional Services Agreement (Water Treatment Systems Design – RFP19-016CA On-Call Engineering and Professional Services Contracts) (“First Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Corona (“City”) and GHD, Inc., a California corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Third Amendment.

**2. RECITALS.**

2.1 Water Treatment Agreement. City and Consultant entered into that certain Professional Services Agreement (Water Treatment Systems Design – RFP19-016CA On-Call Engineering and Professional Services Contracts) dated June 19, 2019 (“Water Treatment Agreement”), whereby Consultant agreed to provide on-call Water Treatment Systems Design services.

2.2 Water Reclamation Agreement. City and Consultant also entered into that certain Professional Services Agreement (Water Reclamation Systems Design – RFP19-016CA On-Call Engineering and Professional Services Contracts) dated June 19, 2019 (“Water Reclamation Agreement”), whereby Consultant agreed to provide on-call Water Reclamation Systems Design services.

2.3 Water Reclamation Agreement Amendments. City and Consultant also entered into that certain First Amendment to Water Reclamation Agreement dated October 13, 2022 and that certain Second Amendment to Water Reclamation Agreement dated August 28, 2023 (collectively “Water Reclamation Agreement Amendments”).

2.4 Erroneous Second Amendment. On or about August 16, 2023, the Parties entered into that certain Second Amendment to Professional Services Agreement (Water Reclamation Systems Design -RFP 19-016CA On-Call Engineering and Professional Services Contracts) (“Erroneous Second Amendment”), which was intended to extend the term of the Water Treatment Agreement and to replace Exhibit “C” pertaining to compensation. While the Erroneous Second Amendment amended the Water Reclamation Agreement, the Parties’ intent was to amend the Water Treatment Agreement for the first time.

2.5 First Amendment. City and Consultant desire to rescind the Erroneous Second Amendment and to amend the Water Treatment Agreement for the first time to (1) extend the

Term of the Water Treatment Agreement retroactively from July 1, 2022 through June 30, 2026; (2) amend the Total Compensation; and (3) replace Exhibit “C” (Compensation) with Exhibit “C-1” (Compensation).

### **3. TERMS.**

3.1 Rescission of Erroneous Second Amendment. The Erroneous Second Amendment is hereby rescinded in its entirety and shall be superseded by the terms of this First Amendment. Nothing herein shall be construed to alter the terms of the Water Reclamation Agreement and the Water Reclamation Agreement Amendments.

3.2 Term. Section 3.1.2 (Term) of the Water Treatment Agreement is hereby deleted in its entirety and replaced with the following:

“3.1.2 Term. The Term of this Agreement shall be from June 19, 2019 to June 30, 2026 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.”

3.3 Rates & Total Compensation. Section 3.3.1 (Rates & Total Compensation) of the Agreement is hereby deleted in its entirety and replaced with the following:

“3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C-1” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Five Hundred Sixty Thousand Dollars (\$560,000) (“Total Compensation”) without written approval of the City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.4 Exhibit “C”. “Exhibit “C” is hereby deleted in its entirety and replaced with Exhibit “C-1” attached hereto and incorporated herein by reference.

3.5 Continuing Effect of Agreement. Except as amended by this First Amendment, all provisions of the Water Treatment Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term

“Agreement” appears in the Water Treatment Agreement, it shall mean the Water Treatment Agreement as amended by this First Amendment.

3.6 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 First Amendment.

3.7 Counterparts. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**

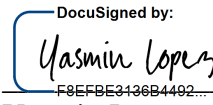
**CITY'S SIGNATURE PAGE  
FOR  
FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
AND GHD, INC.  
(WATER TREATMENT SYSTEMS DESIGN- RFP 19-016CA ON-CALL  
ENGINEERING AND PROFESSIONAL SERVICES CONTRACTS)**

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

**CITY OF CORONA**

By: \_\_\_\_\_  
Tom Moody  
Director of Utilities

Reviewed By:  \_\_\_\_\_  
Katie Hockett  
Assistant Director of Utilities

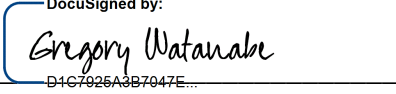
Reviewed By:  \_\_\_\_\_  
Yasmin Lopez  
Purchasing Manager

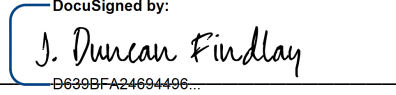
Attest:  
\_\_\_\_\_  
Sylvia Edwards, City Clerk  
City of Corona, California

**CONSULTANT'S SIGNATURE PAGE  
FOR  
FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
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**GHD, INC.**  
a California corporation

By:   
D1C7926A3B7047E...  
Gregory Watanabe  
Vice President

By:   
D639BFA24694496...  
J. Duncan Findlay  
Secretary and Chief Counsel-Americas

## EXHIBIT "C-1" COMPENSATION

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth herein.

Description	Ramy Kamel	Abhay Haransagar	Dan Schrecker	Mark Waer	Sahmia Salih	Pedro Alvarez	Robin Rains	Omid Khodadadi	Tomoki Masui	Gonzalo Cervantes	Gary Park	Mike Tocher	Philip Liu	Charles Smith	Nicole Greenberg	Stephen Harlan	Barrie Thom	Kimberlee Loop	Kyle Morris	Kala Hanlin	Daniel Delello	Terry Wong	Yogesh Kalantre	Total Hours	Labor Total	Calvada	Underground Solutions	Subs Markup	Total Subs	Mileage/Travel	APCs (\$0.50/hr)	Prob. Markup	Estimated Project Total
	Project Manager	QA/QC	Design Manager	Lead Proc. Mech. Engineer	Lead Proc. Mech. Engineer	Lead Civil Mech. Engineer	Lead Civil Mech. Engineer	Lead Electrical Engineer	Lead Electrical Engineer	Lead Structural Engineer	Structural Engineer	Lead IBC / Automation Engineer	IBC / Automation Engineer	Lead CEQA	CEQA	Cost Estimating	BIM / CAD Coordinator	Project Admin	Lead Architect	Architect	Architect Drafting	HVAC	Fire System										
	\$285.0	\$283.0	\$283.0	\$283.0	\$190.0	\$237.0	\$216.0	\$283.0	\$185	\$283	\$175	\$280	\$240	\$295	\$200	\$205	\$195	\$120	\$237	\$205	\$175	\$283	\$283										
<b>Task1 Project Management</b>	112	3	14	2	4	8	0	8	0	8	0	8	0	0	0	0	0	44	4	0	0	4	4	223	\$54,413	\$0	\$0	\$0	\$0	\$0	\$1,450	\$79	\$55,941
Subtask 1.1 Project Management	72	1	8	0	0	4	0	4	0	4	0	4	0	0	0	0	0	24	0	0	0	0	0	121	\$29,959	\$0	\$0	\$0	\$0	\$0	\$787	\$0	\$30,746
Subtask 1.2 Kickoff Meeting	4	1	2	2	4	2	0	2	0	2	0	2	0	0	0	0	0	0	0	0	0	0	0	21	\$5,021	\$0	\$0	\$0	\$0	\$0	\$137	\$0	\$5,458
Subtask 1.3 Project Management - CO	36	1	4	0	0	2	0	2	0	2	0	2	0	0	0	0	0	20	4	0	0	4	4	81	\$19,133	\$0	\$0	\$0	\$0	\$0	\$527	\$79	\$19,738
<b>Task2 Regulatory Compliance</b>	8	0	0	0	0	0	0	0	0	0	0	0	0	18	48	0	0	0	0	0	0	0	0	74	\$17,190	\$0	\$0	\$0	\$0	\$481	\$14	\$17,685	
Subtask 2.1 CEQA Exemption	4	0	0	0	0	0	0	0	0	0	0	0	0	16	40	0	0	0	0	0	0	0	0	60	\$13,880	\$0	\$0	\$0	\$0	\$0	\$360	\$0	\$14,250
Subtask 2.2 CEQA Exemption - CO	4	0	0	0	0	0	0	0	0	0	0	0	0	2	8	0	0	0	0	0	0	0	0	14	\$3,300	\$0	\$0	\$0	\$0	\$91	\$14	\$3,435	
<b>Task3 Preliminary Design</b>	40	7	62	38	88	40	74	44	56	42	72	42	62	0	0	32	96	0	12	20	32	12	12	883	\$198,145	\$19,900	\$12,000	\$4,785	\$36,685	\$1,200	\$5,740	\$342	\$242,112
Subtask 3.1 Field Work	8	0	4	8	16	4	8	4	0	4	0	4	4	0	0	0	0	0	0	0	0	0	0	64	\$15,328	\$0	\$0	\$0	\$0	\$1,200	\$416	\$0	\$16,944
Subtask 3.2 Preliminary Design Report	8	2	8	8	16	8	16	8	16	8	16	8	16	0	0	0	0	0	0	0	0	0	0	138	\$31,478	\$10,950	\$8,980	\$2,890	\$20,020	\$0	\$897	\$0	\$52,995
Subtask 3.3 30% Design Submittal	8	2	32	16	24	16	24	16	24	16	24	16	24	0	0	24	84	0	0	0	0	0	0	330	\$73,678	\$0	\$0	\$0	\$0	\$0	\$2,145	\$0	\$75,823
Subtask 3.4 Field Work - CO	6	0	4	2	12	4	8	2	0	2	0	2	2	0	0	0	0	0	2	0	0	2	2	48	\$11,424	\$8,950	\$5,020	\$2,090	\$16,088	\$0	\$312	\$47	\$27,848
Subtask 3.5 PDR - CO	6	2	6	2	12	4	12	8	8	4	8	4	4	0	0	0	0	0	2	4	0	2	2	88	\$20,124	\$0	\$0	\$0	\$0	\$0	\$572	\$88	\$20,782
Subtask 3.6 30% Design Submittal - CO	4	1	8	2	8	4	8	8	8	8	24	8	12	0	0	8	32	0	8	16	32	8	8	215	\$48,113	\$0	\$0	\$0	\$0	\$0	\$1,398	\$210	\$47,723
<b>Task4 Final Design</b>	34	9	64	56	70	62	70	60	68	48	72	48	72	0	0	62	188	0	14	20	28	8	8	1061	\$237,041	\$0	\$0	\$0	\$0	\$0	\$6,897	\$342	\$244,280
Subtask 4.1 60% Design Submittal	8	2	24	24	32	24	32	16	24	16	24	16	24	0	0	24	84	0	0	0	0	0	0	354	\$78,814	\$0	\$0	\$0	\$0	\$0	\$2,301	\$0	\$81,115
Subtask 4.2 90% Design Submittal	8	2	16	16	16	16	16	16	16	8	16	8	16	0	0	16	40	0	0	0	0	0	0	226	\$50,788	\$0	\$0	\$0	\$0	\$0	\$1,469	\$0	\$52,255
Subtask 4.3 Final Design Submittal	8	2	8	8	8	8	8	8	8	8	8	8	8	0	0	8	24	0	0	0	0	0	0	130	\$29,758	\$0	\$0	\$0	\$0	\$0	\$845	\$0	\$30,603
Subtask 4.4 60% Design Submittal - CO	4	1	8	4	8	8	8	8	8	8	12	8	12	0	0	8	32	0	8	8	16	4	4	177	\$38,943	\$0	\$0	\$0	\$0	\$0	\$1,151	\$173	\$40,268
Subtask 4.5 90% Design Submittal - CO	2	1	4	2	4	4	4	4	4	4	8	4	8	0	0	4	16	0	4	8	8	2	2	105	\$23,065	\$0	\$0	\$0	\$0	\$0	\$883	\$102	\$23,840
Subtask 4.6 Final Design Submittal - CO	4	1	4	2	2	2	2	4	4	4	4	4	4	0	0	2	12	0	2	4	4	2	2	89	\$15,705	\$0	\$0	\$0	\$0	\$0	\$449	\$67	\$16,221
<b>Total Labor Hours</b>	194	19	140	96	162	110	144	112	124	98	144	98	134	18	48	94	284	44	30	40	60	24	24										
<b>Estimated Project Total</b>	\$55,280	\$5,377	\$36,820	\$25,248	\$30,780	\$26,070	\$30,960	\$29,468	\$22,940	\$25,774	\$25,200	\$27,440	\$32,160	\$5,310	\$9,600	\$19,270	\$55,380	\$5,280	\$7,110	\$8,200	\$10,500	\$6,312	\$6,312	2241	\$506,789	\$19,900	\$12,000	\$4,785	\$36,685	\$1,200	\$14,567	\$777	\$560,019