CITY OF CORONA SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH GHD INC.

(WATER RECLAMATION SYSTEMS DESIGN – RFP 19-016CA ON-CALL ENGINEERING AND PROFESSIONAL SERVICES CONTRACTS)

1. PARTIES AND DATE.

Thi	s Second	Amendment	to	the	Professional	Services	Agreement	("Second
Amendme	nt") is made	and entered in	ito thi	is	day of		_, 2023 by an	d between
the City of	Corona ("	City") and GH	D, In	c., a	California cor	poration ("	Consultant").	City and
Consultant	are someting	nes individuall	y refe	erred	to as "Party" a	and collecti	vely as "Parti	es" in this
Second An	nendment.							

2. RECITALS.

- 2.1 <u>Agreement</u>. City and Consultant entered into that certain Professional Services Agreement dated June 19, 2019 ("Agreement"), whereby Consultant agreed to provide on-call Water Reclamation Systems Design services.
- 2.2 <u>Prior Amendments</u>. City and Consultant entered into that certain First Amendment to the Professional Services Agreement on or about October 13, 2022 ("First Amendment").
- 2.3 <u>Amendment</u>. City and Consultant desire to amend the Agreement for the second time to (1) extend the Term of the Agreement through June 30, 2024; (2) amend the compensation; and (3) replace Exhibit "C-1" (Compensation) with Exhibit "C-2" (Compensation).

3. TERMS.

- 3.1 <u>Term.</u> Section 3.1.2 (Term) of the 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 through June 30, 2024 ("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."

- 3.2 <u>Rates & Total Compensation</u>. Section 3.3.1 (Rates & Total Compensation) and Exhibit "C-1" (Compensation) of the Agreement are hereby deleted in their 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 Agreements at the rates set forth in Exhibit "C-2" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Four Hundred Sixty Thousand Dollars (\$460,000) for fiscal year ending June 30, 2024 ("Total Compensation"), without written approval of 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."
- 3.3 <u>Continuing Effect of Agreement</u>. Except as amended by this Second Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Second Amendment.
- 3.4 <u>Adequate Consideration</u>. 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 Second Amendment.
- 3.5 <u>Counterparts</u>. This Second 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]

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

CITY OF CORONA	
DocuSigned by:	
By: Jacob Ellis	
Jacob Ellis	
City Manager	
DocuSigned by:	
Reviewed By: Brett Channing Brett Channing	
Brett Channing	
Assistant City Manager	
DocuSigned by:	
Reviewed By: Tom Moody	
Tom Moody	
Director of Utilities	
DocuSigned by:	—DS
Reviewed By: Katic Hockett	(M
Katie Hockett	
Assistant Director of Utilities	
DocuSigned by:	
Reviewed By: Vasmin Lopus FBEFBE3136B4492	
Yasmin Lopez	
Purchasing Manager	
Attest:	
Sylvia Edwards	
City Clerk	

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	, INC. ifornia corporation
By:	Gregory Watanabe Gregory Watanabe Vice President
By:	J. Duncan Findlay

EXHIBIT "C-2" COMPENSATION

The total Compensation shall not exceed Four Hundred Sixty Thousand Dollars (\$460,000) per fiscal year without authorized written approval of the City's Representative.

Hourly Rates		
Role	GHD Classification	Range
Principal	Senior Technical Director 1	\$255 - \$340
Senior Project Manager	Senior Technical Director 2	\$235 - \$315
Project Manager	Senior Technical Director 3	\$210 - \$285
Senior Project Engineer	Technical Director 1	\$200 - \$265
Senior Project Architect / Landscape Architect	Technical Director 1	\$200 - \$265
Engineer, Architect/Landscape Design	Technical Director 2	\$175 - \$240
Project Architect/Landscape Architect	Technical Director 2	\$175 - \$240
Professional Engineer, Architect/Landsacpe Architect Lead Design Tech 1		\$215 - \$315
Engineer-in-Training/Civil Engineering Designer	Lead Design Tech 2	\$190 - \$290
CAD Designer/Technician	Senior Design Tech 2	\$165 - \$220
Engineering Assistant	Site Engineer	\$145 - \$195
Administrative Assistant / Project Administrator	Admin Officer	\$100 - \$215

5