

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”), and GHD, INC., a California corporation (“Consultant”), is entered into effective as of the ____ day of _____, 2021 (“Effective Date”).

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated June 29, 2021 (“Agreement”) whereby Consultant agreed to provide City with services in support of City’s compliance with the Los Angeles County National Pollution Discharge Elimination System (NPDES) municipal separate storm sewer system (MS4) permit, specifically with reference to City’s inspections of more than 1,200 facilities.

B. City and Consultant now desire to amend the Agreement to expand the Scope of Services to add development of an iPad/WebGIS tracking system utilized to track facility inspections and facilitate reporting to the Los Angeles Regional Water Quality Control Board through an automatically updated dashboard and summary statistics for an additional sum of \$24,755, thereby bringing the new Contract Sum to \$49,415.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text in ***bold italics*** and deleted text in ~~striketrough~~).

A. **Section 2.1, “Contract Sum,” of the Agreement is hereby amended to read in its entirety as follows:**

“2.1 “Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of ***Forty Nine*** ~~Twenty-Four~~ Thousand ~~Four~~ Six Hundred ***Fifteen*** ~~Sixty~~ Dollars (***\$49,415.00*** ~~\$24,660.00~~) (“Contract Sum”).”

B. **Exhibit “A” of the Agreement, “Scope of Services,” is hereby amended to read in its entirety as follows:**

See attached.

C. Exhibit “C” of the Agreement, “Schedule of Compensation,” is hereby amended to read in its entirety as follows:

See attached.

D. Exhibit “C-1” of the Agreement, “Consultant’s Hourly Billing Rates,” is hereby amended to read in its entirety as follows:

See attached.

E. Exhibit “C-2” of the Agreement, “Consultant’s Hourly Billing Rates, Task 5,” is hereby added to this Agreement as follows:

See attached.

E. Exhibit “D” of the Agreement, “Schedule of Performance,” is hereby amended to read in its entirety as follows:

See attached.

2. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. 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 Amendment.

5. Authority. The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute

and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

John W. Carroll, Sr.
Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
(rjl)

CONSULTANT:

GHD, INC., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 320 Goddard Way, Suite 200
Irvine, CA 92618

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 the 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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	
<input type="checkbox"/> CORPORATE OFFICER	
<div style="text-align: center;">_____ TITLE(S)</div> <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	<div style="text-align: center;">_____ TITLE OR TYPE OF DOCUMENT</div>
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	
<input type="checkbox"/> GUARDIAN/CONSERVATOR	<div style="text-align: center;">_____ NUMBER OF PAGES</div>
<input type="checkbox"/> OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	<div style="text-align: center;">_____ DATE OF DOCUMENT</div>
	<div style="text-align: center;">_____ SIGNER(S) OTHER THAN NAMED ABOVE</div>

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COUNTY OF LOS ANGELES

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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: _____

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	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		

		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following services (the “Services”):

A. General. As detailed in subsection (B) of this Section I, provide professional services to the City in support of City’s compliance with the Los Angeles County National Pollution Discharge Elimination System (NPDES) municipal separate storm sewer system (MS4) permit, specifically with reference to City’s inspections of more than ~~1,200~~ 4,000 facilities. *Services will also include development of an iPad/WebGIS tracking system utilized to track facility inspections and facilitate reporting to the Los Angeles Regional Water Quality Control Board through an automatically updated dashboard and summary statistics.*

B. The Services will be comprised of the following action items:

1. Task 1: Project Management. Consultant will conduct monthly progress and coordination meetings with the City. Consultant will document meetings by providing an agenda and meeting summary, as well as potential handouts and preparation of PowerPoint slides as required for each meeting. The anticipated project meetings include: (i) kick-off meeting; and (ii) monthly progress and coordination meetings.

2. Task 2: Stakeholder Coordination. Consultant will identify and engage with stakeholders in support of the City, including the Los Angeles Regional Water Quality Control Board (RWQCB), State Water Resources Control Board (SWRCB) and the United States Environmental Protection Agency (EPA). Consultant’s role will be to support the City in negotiations and strategies for compliance implementation. City and Consultant anticipate a series of five (5) meetings in all.

3. Task 3: Board Letter and Implementation Schedule. Consultant will engage with the City to develop an implementation schedule that clearly defines how and at what cost the City will be able to come into compliance with the inspection aspects of the MS4 permit. Consultant will develop a timeline with regard to resources availability with recommendations for program improvements. Program improvements will be based on iPad/WebGIS data gathering and reporting based on Consultant’s experience with other municipalities and agencies. Consultant will provide a draft letter to MS4 permit stakeholders and, after receiving and incorporating comments from the City, will provide a final letter to the City for submission to the RWQCB and potentially the SWRCB.

4. Tracking and Reporting.

(a) Consultant will present options to the City for tracking and reporting progress toward compliance. Such presentation of options is included in the Services to be performed within the Contract Sum for purposes of the second sentence of Section I of Exhibit “C” (i.e., is not On-Call services).

(b) If and when an option referenced in subparagraph (a), above, is selected by the City pursuant to the on-call provisions of this subparagraph (b), as set forth below, Consultant will implement the program in accordance with this subparagraph (b) (the “On-Call Services”). Because the existence, nature and extent the On-Call Services remains to be determined as of the effective date of the Agreement, no fee has been assigned to the On-Call Services for purposes of setting the Contract Sum, as indicated in the table set forth in Section II of Exhibit “C-1”.

(i) Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

(ii) Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task (“Task Budget”), using the hourly rates specified in Exhibits “C” and “C-1,” where applicable to the personnel used; an explanation of how the cost was determined; and, a schedule for completion of the task (“Task Completion Date”); which shall all collectively be referred to as the “Task Proposal”.

(iii) Contract Officer shall in writing approve, modify or reject the Task Proposal, and may issue a Notice to Proceed.

(iv) The task shall be performed at a cost not to exceed the Task Budget. If paying the Task Budget will require the total compensation paid under the Agreement to exceed the Contract Sum and the amount that may be authorized pursuant to Section 2.3, where applicable, then a duly approved and executed written amendment to this Agreement shall be required prior to approval or performance of the Task Proposal.

(v) Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

5. Task 5: iPad/WebGIS Tracking System. Consultant shall develop an iPad/WebGIS tracking system utilized to track facility inspections and facilitate reporting to the Los Angeles Regional Water Quality Control Board through an automatically updated dashboard and summary statistics.

(a) Web and Mobile GIS Setup

Consultant will work with City to create a shared online space through Esri’s ArcGIS Online (AGOL). Tasks will include coordination with City Information Technology (IT) and Geographic Information System (GIS) staff to determine the best approach and license requirements, establish login credentials to the shared AGOL site, and confirm that all necessary staff have access and permission to data and data collection applications. Consultant’s assumption is

that the City will acquire the requisite AGOL licensing, including one creator level license for Consultant for the duration of this project.

Deliverable:

- ***WebGIS Dashboard***
- (b) ***Digital Field Form and Dashboard Development and Data Preparation***

Consultant will digitize the final field inspection form into a digital form in Survey 123 mobile software application with drop-down menus and other functionality to facilitate data collection. Additionally, Consultant will create preliminary summary charts and interactive maps in a Dashboard to quickly understand inspection progress and data in real time. Consultant will pre-populate field data where applicable including business names and addresses and set these up to display on mobile GIS applications: Collector and Survey 123.

Where available, Consultant will perform spatial analysis to enrich the spatial inspection data with additional attributes required in accordance with the NPDES MS4 permit, otherwise all data required by the permit will be entered by City field staff during inspections into the digital data collection form.

Deliverables:

- ***Spatial dataset of facilities requiring inspection;***
 - ***Digital field data collection form; and***
 - ***Dashboard summary charts and maps***
- (c) ***Mobile GIS Training***

Consultant will provide virtual training and training documents on the applicable Esri mobile applications with inspection staff prior to use and provide trouble-shooting before and during the inspection period. The Esri applications will include Survey123 and Collector, each optimized for ease of use in the field.

Deliverables:

- ***One 4 hour training session with City staff on use of mobile applications and digital field form, including a questions and answers period;***
- ***Mobile application guidance document to accompany training; and***
- ***8 hours of in-field application technical support***

(d) Data Delivery and Reporting

At project completion, Consultant will transfer ownership of all field data and webapps to the City, and export data out of AGOL into an excel table. Consultant has assumed that facilities that were inspected manually will be input into the system or appended to the resulting excel table by City staff. The deliverable dataset for this task will be in a digital table format (such as Excel) that can be uploaded to the State Water Resources Control Board Stormwater Multiple Applications and Reporting Tracking System (SMARTS). The completed process will be documented in a brief technical memorandum.

Deliverables:

- *Project summary technical memorandum; and*
- *Spatial dataset of facilities inspection with through WebGIS system with attributes required by NPDES MS4 permit and associated metadata for upload to SMARTS system*

(e) Quality Control and Quality Assurance (QC/QA)

As part of the complete package, Consultant will complete QC/QA on the final dataset in accordance with the World Business Council for Sustainable Development Practice Quality Management System, ISO 9001:2008 and Environmental Management System, ISO 14001:2015 protocols. The task will be to identify any outliers and facilities that were not documented in accordance with the NPDES MS4 Permit.

Deliverable:

- *Final facility inspection database and SMARTS system upload*

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. As set forth in Section I.B, above, including Board letter, implementation schedule, resource availability timeline, and presentation of options for tracking and reporting progress toward compliance.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:

A. Reports associated with project management meetings as set forth in Section I.B.1, above.

- B. Reports as requested by the Contract Officer.
- IV. **All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. **Consultant will utilize the following personnel to accomplish the Services:**
 - A. Jeff Berk, PE - Project Director
 - B. Paul Glenn, PE, PG - Project Manager
 - C. Michael Beerends, PE, QSIP ToR – Project Engineer, *NPDES Permit Advisor*
 - D. Amber Shows – Digital Analyst/GIS Specialist
 - E. Duly authorized and qualified administrative support personnel *and digital intelligence analysts*

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. Consultant shall perform the Services (*exclusive of Task 5*) at the hourly rates set forth in Exhibit "C-1." *Consultant shall perform the Services as part of Task 5 at the hourly rates set forth in Exhibit "C-2."* Notwithstanding the foregoing or any other provision of this Agreement, Consultant shall complete all Services, except for the On-Call Services, for an amount that does not exceed the Contract Sum.**
- II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.**
- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:**
 - A.** Line items for all the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the Services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- IV. The total compensation for the Services shall not exceed ~~\$49,415.00~~ \$24,660.00, as provided in Section 2.1 of this Agreement.**

Subject to the ~~third second~~ sentence of Section I of this Exhibit "C", Consultant's billing rates for all personnel are attached as Exhibit "C-1 *and Exhibit C-2.*"

EXHIBIT “C-1”

**CONSULTANT’S HOURLY BILLING RATES
EXCLUSIVE OF TASK 5**

I. Except for Services performed for Task 5 and as otherwise provided in the *third second* sentence of Section I of Exhibit “C,” Consultant’s hourly billing rates for all Services (including any On-Call Services involving such personnel) shall be as follows:

- A. Project Director - \$265
- B. Project Manager - \$245
- C. Project Engineer - \$220
- D. GIS Specialist - \$200
- E. Administrative Support: \$95

II. The below table is included solely for purposes of illustrating how Consultant anticipated allocating its resources to perform the Services when developing its proposal to perform the Services (exclusive of the On-Call Services) for an amount not-to-exceed the Contract Sum. The figures in this table are estimates only, and increases in actual time spent to perform the Services (excluding On-Call Services) beyond the estimates shall not entitle Consultant to additional hourly compensation or otherwise supersede the *third second* sentence of Section I of Exhibit “C.”

	Project Director (Jeff Berk)	Project Manager (Paul Glenn)	Project Engineer (Michael Beersands)	GIS Specialist (Amber Shaw)	Admin	Hours	Labor	Subtotal	Total
	\$265	\$245	\$220	\$200	\$95				
Task 1 - Project Management	3	4	6	4	2	19	\$4,085	\$4,085	\$4,085
Kick-off Meeting	1	2	4	2		9	\$2,035	\$2,035	\$2,035
Monthly Progress Meetings	2	2	2	2	2	10	\$2,050	\$2,050	\$2,050
Task 2 - Stakeholder Coordination	5	8	16	10	1	40	\$8,900	\$8,900	\$8,900
Five Meetings	5	8	16	10	1	40	\$8,900	\$8,900	\$8,900
Task 3 - Board Letter and Implementation Schedule	3	10	32	6	2	53	\$11,675	\$11,675	\$11,675
Draft	2	8	24	4	1	39	\$8,665	\$8,665	\$8,665
Final	1	2	8	2	1	14	\$3,010	\$3,010	\$3,010
GRAND TOTAL	11	22	54	20	5	112	\$24,660	\$24,660	\$24,660

EXHIBIT “C-2”

CONSULTANT’S HOURLY BILLING RATES TASK 5

- I. For Services performed for Task 5, Consultant’s hourly billing rates shall be as follows:
- A. Project Director - \$265
 - B. Project Manager - \$245
 - C. NPDES Permit Advisor - \$220
 - D. Digital Intelligence Analyst - \$200
 - E. Staff Digital Intelligence Analyst - \$165
 - F. Administrative Support - \$95
- II. The below table is included solely for purposes of illustrating how Consultant anticipated allocating its resources to perform Task 5 of the Services when developing its proposal to perform such services. The figures in this table are estimates only, and increases in actual time spent to perform the services beyond the estimates shall not entitle Consultant to additional hourly compensation.

	Project Director (Self Book)	Project Manager (Full Time)	NPDES Permit Advisor (Full Time)	Digital Intelligence Analyst (Full Time)	Staff Digital Intelligence Analyst (Full Time)	Admin	Hours	Labor	Expenses	Subtotal	Total
	\$265	\$245	\$220	\$200	\$165	\$95					
Task 1 – Web and Mobile GIS Setup	1	1	0	6	6	0	14	\$2,710	\$0	\$2,710	\$2,710
Coordination Meetings with City IT and GIS Staff				4	4		4	\$800		\$800	\$800
WebGIS Dashboard	1	1		2	6		10	\$1,900		\$1,900	\$1,900
Task 2 – Digital Field Form and Dashboard Development and Data Preparation	1	1	1	10	42	0	57	\$10,100	\$0	\$10,100	\$10,100
Spatial Facilities Dataset				2	4		20	\$3,550		\$3,550	\$3,550
Digital Field Form				1	2		12	\$2,400		\$2,400	\$2,400
Dashboard Summary Charts and Maps	1	1		4	16		22	\$3,950		\$3,950	\$3,950
Task 3 – Mobile GIS Training	1	2	1	6	16	0	26	\$4,915	\$0	\$4,915	\$4,915
ITSG WebGIS Training				1	2		7	\$1,325		\$1,325	\$1,325
Guidance Document	1	1	1	4	4		11	\$2,190		\$2,190	\$2,190
8-hours of Technical Support	1	1			6		8	\$1,320		\$1,320	\$1,320
Task 4 – Data Delivery and Reporting	1	2	1	5	8	0	16	\$3,115	\$0	\$3,115	\$3,115
Technical Memorandum		1	1	1	4		11	\$2,190		\$2,190	\$2,190
SMARTS Upload Package	1	1	1	1	2		5	\$985		\$985	\$985
Task 5 – Quality Control and Quality Assurance (QA/QC)	0	1	4	4	8	4	21	\$3,625	\$0	\$3,625	\$3,625
QA/QC SMARTS Upload Package		1	4	4	8	4	21	\$3,625		\$3,625	\$3,625
GRAND TOTAL	4	7	10	31	80	4	136	\$24,755	\$0	\$24,755	\$24,755

EXHIBIT “D”
SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services timely in accordance with the following schedule:**

Deadline Date
*(unless earlier agreed
upon by the contract
representatives)*

A.	Task 1	Ongoing basis, monthly
B.	Task 2	Ongoing basis
C.	Task 3	12/28/2021
D.	Task 4 – Presentation of Options for Tracking and Reporting Progress Toward Compliance	6/28/2022
E.	Task 4 – On-Call Services	Task Completion Date (per Task Proposal)
F.	Task 5	6/28/2022

- II. Consultant shall deliver the following tangible work products to the City by the following dates.**

A. Per Section I, above.

- III. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**