

AMENDMENT NO. 8 TO THE ON-CALL ENGINEERING SERVICES CONTRACT BETWEEN THE CITY OF PALM DESERT AND HR GREEN PACIFIC, INC.

1. Parties and Date.

This Amendment No. 8 to the made and entered into as of this **14th** day of **March, 2024**, by and between the City of Palm Desert (“City”) and **HR Green Pacific, Inc., a Corporation**, with its principal place of business at **1260 Corona Pointe Court, #305, Corona, CA 92879** (“Consultant”). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and **HR Green Pacific, Inc.** have entered into an agreement entitled “**On-Call Engineering Services**” dated **June 24, 2021** (“Agreement” or “Contract”) for the purpose of retaining the services of **Consultant** to provide **on-call engineering services for the City**.

2.2 Amendment. The City and **HR Green Pacific, Inc.** desire to amend the Agreement to **increase the additional Engineering Services for the CDR00004 Section 29 Retention Basin improvement and expansion project in an amount not to exceed \$66,000**. The Parties have heretofore entered into that Amendment No. 7 dated **July 1, 2023**.

2.3 Amendment Authority. This Amendment No. 8 is authorized pursuant to Section **3.6.14** of the Agreement.

3. Terms.

3.1 Section Scope of Services and Term.

Section **3.1.1** of the Agreement is hereby amended in its entirety to read as follows:

Original Agreement, Amendment Nos 1, 2, 3, 4, 5, 6, and 7 with their respective Exhibits, now with Amendment No. 8 Exhibit “A” and “B” attached hereto and incorporate herein by reference,

Additional Engineering Services for CDR00004 Section 29 Retention Basin Improvements and Expansion Project

Description	Amount
C41690	590,000
Amendment No. 1	590,000
Amendment No. 2	121,500
Amendment No. 3	44,375
Amendment No. 4	128,900
Amendment No. 5	85,000
Amendment No. 6	244,668
Amendment No. 7	300,000
Amendment No. 8	66,000
Total	2,170,443

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 8, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 8. From and after the date of this Amendment No. 8, whenever the term "Agreement" or "Contract" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 8.

3.3 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 No. 8.

3.4 Severability. If any portion of this Amendment No. 8 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Counterparts. This Amendment No. 8 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]

**SIGNATURE PAGE FOR AMENDMENT NO. 8 TO ON-CALL ENGINEERING SERVICES
BETWEEN THE CITY OF PALM DESERT
AND HR GREEN PACIFIC, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 8 to the **On-Call Engineering Services contract** as of the day and year first above written.

CITY OF PALM DESERT

HR Green Pacific, Incorporated, a Corporation

By: _____
L. Todd Hileman
City Manager

By: _____
Its: _____

Printed Name: _____

Attest:

By: _____
Anthony J. Mejia
City Clerk

By: _____
Its: _____

Printed Name: _____

Approved as to form:

By: _____
Best Best & Krieger LLP
City Attorney

QC: _____

Insurance: _____

Initial Review

Final Approval

“EXHIBIT A”

**SEE ATTACHED ADDITIONAL ENGINEERING SERVICES FOR CDR0004 SECTION 29
RETENTION BASIN IMPROVEMENTS AND EXPANSION PROJECT PROPOSAL FOR
\$66,000**



▶ 5613 DTC Parkway | Suite 950
Greenwood Village, CO 80111
Main 720.602.4999 + **Fax** 713.965.0044
▶ HRGREEN.COM

February 27, 2024

Lucero Leyva, Project Manager
City of Palm Desert
73510 Fred Waring Drive
Palm Desert, CO 92260

Re: Section 29 Basin Expansion – Additional Support Services

Dear Ms. Leyva,

Hurricane Hilary in late August 2023 necessitated review of flood protection facilities in north Palm Desert as well as expediting construction of the Section 29 Basin Expansion Project to add flood protection for the residential and commercial properties abutting the Mid-Valley Channel (MVC). To facilitate this HR Green provided additional support services to complete contract documents for bidding the Section 29 Basin improvements. Additionally, HR Green was asked to provide a cost estimate for support services during construction of the project. Additional services will be performed under city contract no.C41690, the terms and conditions of which are included by reference for the following scope of additional services.

SCOPE OF SERVICES

1. **Coordination with Michael Baker International (MBI) for plan review. HR Green's contract** allowed for one round of City/MBI Comments. MBI required three additional rounds of comments that were unnecessary as they added information that ultimately was removed by the city before bidding.
 - a. Estimated fee: averaged \$5,500/per each round, \$16,500 total.
2. **Box Culvert/Access Road:** The access road to the mid-valley channel was added during design of the project. This required HR Green to redesign the Section 29 Basin outlet, add a box culvert, revise the grading plan, and remodel the channel, which impacted the plan & profile, grading, and erosion control sheets.
 - a. Estimated fee: \$9,500.
3. **Construction Specifications:** This was an out-of-scope item per the contract and required updating the city's boilerplate specifications to accomplish.
 - a. Estimated fee: \$11,000.
4. **Bid Letting:** This was not part of the scope of services (research contractor, construction schedules)
 - a. Estimated fee: \$1,700.
5. **Coordination Meetings:** The bi-weekly meeting estimate was exceeded as the schedule increased due to MBI comments, box culvert design and construction specifications. In addition, there were additional project review meetings with city management and the Parks Department
 - a. Estimated Fee (based on 8 additional meetings) - \$2,400.
6. **Construction Consultation:** This will allow staff to consult on request for information and any design issues that arise during construction and were not part of the design scope of work. The duration of this coordination is estimated to be six months. All services will be billed on a time and material basis per the attached fee schedule.
 - a. Site visits (12 total assuming in person will be local staff) – Additional \$9,300
 - b. City update meetings (12 total assuming local staff in person with design staff available as needed remote) – Additional \$5,500
 - c. As-built plans – Add \$10,100

Total Estimated Cost - \$66,000



If you have any questions or require additional information, please contact Tim Jonasson at (760) 250-6722 or tjonasson@hrgreen.com.

Sincerely,

HR GREEN PACIFIC, INC.

A handwritten signature in black ink that reads "Timothy R. Jonasson".

Timothy R. Jonasson, PE
Municipal Advisory Services Director

A handwritten signature in blue ink that reads "Timothy J. Hartnett".

Timothy J. Hartnett
Vice-President



HR GREEN
Billing Rate Schedule
Effective January 1, 2024

Professional Services	Billing Rate Range
Principal	\$250- \$370
Senior Professional	\$250- \$370
Professional	\$170- \$250
Junior Professional	\$100- \$175
Senior Technician	\$130- \$180
Technician	\$75- \$145
Senior Field Personnel	\$140- \$225
Field Personnel	\$100- \$170
Junior Field Personnel	\$75- \$125
Administrative Coordinator	\$75- \$130
Administrative	\$75- \$130
Corporate Admin	\$100- \$160
Operators/Interns	\$75- \$150