

AMENDMENT NO. 1
CONTRACT NO. _____

TOWN ENGINEERING SERVICES CONTRACT

This Amendment is entered into between the Town of Wickenburg, an Arizona Municipal Corporation ("Wickenburg") and GHD Inc., a California for-profit (business) corporation ("Engineer") to amend the Contract dated January 22, 2019 ("Contract").

RECITALS:

1. Wickenburg and Engineer entered into the Contract related to Engineering Services.
2. The Contract commenced on January 21, 2019, with an initial term set to terminate on January 21, 2022, and included a provision for a three-year extension if mutually agreed upon in writing. The Parties mutually agreed to extend the Contract for a three-year period and now mutually agree to extend the term of the Contract for an additional two (2) year term to ensure completion of certain ongoing projects.
3. The Contract initially named Fredrick Tack as the Engineer Representative. However, the Parties mutually desire to designate David Sabers as the new Engineer Representative.
4. The Parties mutually agree to increase Engineer's compensation as set forth in an amended Exhibit D.
5. Wickenburg and Engineer desire to amend the Contract as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises and agreements of the parties, Wickenburg and Engineer agree to amend the Contract as follows:

1. Paragraph 1.3.4 to designate David Sabers as the Engineer Representative. All other provisions of this Paragraph shall remain unchanged.
2. Paragraph 1.5.1 is replaced with the following:

This Contract shall be deemed to have continued uninterrupted since its original commencement date of January 21, 2019. The term of this Contract was extended for a three-year period by mutual agreement of the Parties. The term of this Contract is hereby extended for an additional two (2) year term, to terminate on January 21, 2027, unless terminated earlier in accordance with the provisions of this Contract.

3. A revised compensation schedule, Exhibit D, is attached to reflect an increase in Engineer's compensation.

4. All other provisions of the Contract shall remain unchanged.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Contract as of the day last written below.

WICKENBURG:

ENGINEER:

GHD Inc., a California for-profit (business) corporation

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTEST:

Amy Brown, MMC, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Town Attorney
Pierce Coleman PLLC

A. COMPENSATION

Engineer shall invoice the Town on a monthly basis for the actual hours spent by Engineer and/or his employees on various assignments as directed by the Town. The hourly rates thus charged will be in accordance with the following schedule to include Engineer's overhead, payroll costs, fringe benefits, profit and ordinary expenses such as copying, telephone, drafting materials, and other routine costs. Sub-consultant hourly rates may vary from those listed below and will be reviewed with the Town Manager prior to engagement when possible. Engineer will invoice separately to Town with prior authorization such extraordinary expenses as large printing costs, aerial photography, soils investigations, or other special consultant services required to complete the work. The invoices shall adequately describe the work accomplished and the cost of each item of work.

General Town Engineering, Planning and Development Coordination Services:

<u>Contract Title</u>	<u>GHD Class</u>	<u>GHD Title</u>	<u>Rate</u>
Project Director	A002	Senior Technical Director 2	\$323/hr
Senior Project Manager/Engineer	A003	Senior Technical Director 3	\$300/hr
	A004	Technical Director 1	\$284/hr
	A005	Technical Director 2	\$263/hr
Discipline Lead Engineer	A006	Senior Professional 1	\$239/hr
	A007	Senior Professional 2	\$223/hr
Project Engineer	A008	Professional 1	\$215/hr
Staff Engineer	A009	Professional 1	\$182/hr
	A010	Professional 2	\$162/hr
Engineer-in-Training	A011	Intern	\$150/hr
Administrator	D008	Project Analyst 4	\$170/hr
	D009	Project Analyst 5	\$146/hr
	D010	Project Analyst 6	\$102/hr
Principal	A001	Senior Technical Director 1	\$348/hr

These contract rates shown above will be in use for the contract extension period from January 22, 2025 to January 21, 2026. A four percent rate increase shall be applied effective January 22, 2026 to the remainder of the contract term, January 21, 2027.

B. REIMBURSABLE COSTS

All costs must be submitted with monthly bill addressed to Town Representative, Herschel Workman, Public Works Director.