

**AMENDMENT NO. 1 TO  
AGREEMENT FOR PROFESSIONAL SERVICES  
WITH HR GREEN PACIFIC, INC.**

This Amendment No. 1 to the Professional Services Agreement is made and entered into as of July 24, 2023 ("Effective Date") by and between the City of Upland, a municipal corporation ("City") and HR GREEN PACIFIC, INC ("Consultant"). City and Consultant are sometimes referred to herein individually as a "Party" and collectively as "Parties."

**RECITALS**

A. WHEREAS, the City and the Consultant have entered into an agreement, dated September 27, 2021, for the purpose of providing plan checking services (the "Original Agreement").

B. WHEREAS, the Parties now desire to amend the Original Agreement in order to include additional plan checking services and to include additional funds for the performance of the additional plan checking services in accordance with the compensation provisions of the Original Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No. 1 and the Original Agreement, the Parties mutually agree as follows:

**AGREEMENT**

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. 2022-2023 Annual Compensation and Additional Work. Notwithstanding any provisions in Sections 2 and 3 of the Original Agreement to the contrary, the not-to-exceed compensation due Consultant for the 2022-2023 year shall be \$95,000, which shall include the not-to exceed amount of \$60,000 as set forth in Section 2 plus Additional Work in the amount of \$35,000 performed by Consultant in accordance with Section 3 of the Original Agreement, for which the Parties agree that Consultant has submitted sufficient supporting documentation required by City.

2023-2024 Annual Compensation and Additional Work. Notwithstanding any provisions in Sections 2 and 3 of the Original Agreement to the contrary, the not-to-exceed compensation due Consultant for the 2023-2024 year shall be \$25,000 instead of \$60,000.

3. Full Force. Except as amended by this Amendment No. 1, all provisions of the Original Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1.

4. Electronic Transmission. A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

5. Counterparts. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the Effective Date first herein above written.

**CITY OF UPLAND**

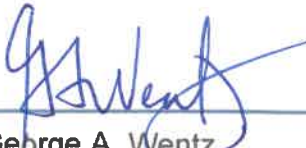


---

Michael Blay,  
City Manager

**CONSULTANT**

**HR GREEN PACIFIC, INC.**



---

George A. Wentz  
Vice President

APPROVED AS TO FORM:



---

Stephen Deitsch  
Best Best & Krieger  
LLP City Attorney

**HR GREEN PACIFIC, INC.**

---

Name  
TITLE

EXHIBIT A-1

ADDITIONAL PLAN CHECK SERVICES

[RATE SHEET ATTACHED]

# HR Green Pacific, Inc. 2021 Fee Schedule

<u>Personnel Classification</u>	<u>Hourly Billing Rate</u>
Project Manager	\$185-220
Civil Plan Check Manager	\$180-225
Traffic Engineer	\$180-220
Associate Engineer	\$140-175
Assistant Engineer	\$120-155
Environmental Associate (NPDES)	\$130-175
Senior Civil Engineer/Plan Checker	\$170-200
Civil Plan Checker	\$145-185
Map Checker	\$150-200
Public Works Technician	\$100-130
Transportation Manager	\$160-200
Transportation Planner	\$130-180
Permit Technician	\$ 85-115

## Notes:

1. Other classifications are available based upon the needs of the agency.
2. All general engineering tasks will be negotiated on a case by case basis using the hourly rates provided for personnel assigned to the contract.

**Professional Reimbursement / Hourly and Overtime Rates:** The hourly billing rates include the cost of salaries of the HR Green employees, plus sick leave, vacation, holiday and other fringe benefits. The percentage added to salary costs includes indirect overhead costs and fee (profit). All employees classified as "non-exempt" by the U.S. Department of Labor will be compensated at 1.5 times salary, as per state and Federal wage and hour for overtime hours. Billing rates will be calculated accordingly for overtime hours.

**Prevailing Wage:** Please note that for prevailing wage projects the total project cost can be higher than HR Green would otherwise charge.

**Direct Reimbursable Expenses and Subconsultants:** Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus 15% for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental and special supplies related to the work.
- b. Subconsultants and other outside services, if needed.
- c. Specific telecommunications and delivery charges.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.
- f. Mileage and vehicle costs directly related to agency services.
- g. Travel expenses (e.g., hotel, meals, transportation, etc.).

Our hourly fees/rates shall remain effective through December 31, 2021 and may be adjusted annually thereafter as negotiated with and agreed to by the agency.