CITY OF SIGNAL HILL

SECOND AMENDMENT TO AGREEMENT FOR GENERAL SERVICES

1. PARTIES AND DATE.

This Second Amendment to the Agreement for Professional Environmental Engineering Consulting Services to administer the City's Industrial Waste Program and State-Mandated Stormwater Quality Programs. ("Second Amendment") is entered into on the 8th day of July 2025, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and **John L. Hunter & Associates, Inc.**, a California Corporation, with its principal place of business at 6131 Orangethorpe Avenue, Suite 300, Buena Park California 90620, ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 <u>Agreement</u>. The Parties entered into that certain Agreement for Professional Consulting Services to provide Professional Environmental Engineering to administer the City's Industrial Waste Program and State-Mandated Stormwater Quality Programs dated the March 23, 2021, with an initial 3-year term expiring on June 30, 2024, and a total compensation not to exceed \$335,000 ("Agreement").

2.2 <u>First Amendment</u>. The Parties entered into the First Amendment to the Agreement dated May 14, 2024, in order to extend the term of the Agreement to expire on June 30, 2027 ("First Amendment").

2.3 <u>Discretionary Compensation Increase</u>. The City's Contract Officer administratively authorized a discretionary compensation increase pursuant to Section 3.3.4 of the Agreement, in order to increase the total amount of compensation under the Agreement not to exceed \$368,500.

2.4 <u>Second Amendment</u>. The Parties now desire to amend the Agreement in order modify the rates of compensation and in order to increase the total compensation under the Agreement not to exceed \$473,500 ("Second Amendment").

3. TERMS.

3.1 <u>Compensation</u>. Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

"Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Four Hundred Seventy-Three Thousand Five Hundred Dollars (\$473,500.00) over the Term of the Agreement without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as

described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

3.2 <u>Rate of Compensation</u>. Exhibit "C" of the Agreement is hereby amended in its entirety and replaced in the form Attachment "1" to this Second Amendment, attached hereto and incorporated herein by reference.

3.3 <u>Remaining Provisions of Agreement</u>. Except as otherwise specifically set forth in this Second Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

CITY OF SIGNAL HILL

JOHN L HUNTER & ASSOCIATES

By:

Carlo Tomaino City Manager By:

John L. Hunter Principal

ATTEST:

By:

Tina Knapp Assistant City Clerk By:

Jillian Brickey Secretary

APPROVED AS TO FORM:

By:

Matthew E. Richardson City Attorney

ATTACHMENT "1" TO SECOND AMENDMENT TO AGREEMENT FOR GENERAL SERVICES

Exhibit "C"

Compensation

I. Consultant shall perform the following tasks at the following rates:

Principal	\$208 / hour
Director	\$186 / hour
Program Manager	\$201 / hour
Staff Engineer	\$186 / hour
Project Manager	\$174 / hour
Assistant Project Manager	\$163 / hour
Project Engineer	\$163 / hour
Senior Compliance Specialist	\$150 / hour
Compliance Specialist II	\$129 / hour
Project Analyst II	\$129 / hour
Compliance Specialist I	\$107 / hour
Project Analyst I	\$107 / hour
Administrative Assistant, Laborer	\$73 / hour
State Certified Laboratory Analysis	Cost + 5%
Subcontracted equipment	Cost + 5%

JLHA Rate Schedule 2024

This rate schedule is subject to consumer price index (CPI) increases in subsequent years.

- II. The Contract Officer may approve annual rate adjustment not exceeding the rate of inflation or CPI Index of the Los Angeles Metropolitan Area.
- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:
 - a. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - b. Line items for all materials and equipment are 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.