

**CITY OF FORTUNA
PROFESSIONAL SERVICES AGREEMENT**

This Agreement (“**Agreement**”) for professional services is made on October 5, 2026, between the City of Fortuna, a California municipality (“**City**”), and GHD (“**Consultant**”).

1. Scope of Services. Consultant shall provide to City the professional services described in the Scope of Services, attached hereto as **Attachment A** and incorporated herein (the “**Services**”). Only the City’s governing body or the City Manager may authorize any change or addition to the Scope of Services specified in **Attachment A**. Any such authorization shall be in writing and signed by the parties to be effective. Consultant acknowledges that all documents created under this Agreement are public records and shall be provided to the City promptly upon request to comply with the California Public Records Act.

2. Term. This Agreement shall become effective on October 2, 2026 and shall continue in effect until the Services are completed, unless terminated sooner in accordance with Section 12 of this Agreement. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance. City may suspend all or part of the work for its convenience upon written notice.

3. Compensation. For the full and satisfactory completion of the Services, City shall compensate Consultant on a Time and Materials as needed basis as described in **Attachment B**.

4. Prevailing Wage Laws. Services by persons deemed to be employees of Consultant possibly may be subject to prevailing wages under California Labor Code Sections 1770-1781. Consultant has the sole responsibility to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, Consultant, at its expense, shall indemnify, defend (including Consultant’s providing and paying for legal counsel for City), and hold harmless City, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

5. Payment. City shall pay Consultant for services satisfactorily provided during each calendar month within thirty (30) days following City receipt and approval of a detailed invoice. Amounts unpaid 30 days after receipt of the invoice shall bear interest from the date payment is due at the rate of one percent (1%) per month until paid. The invoice must include, at a minimum:

- 5.1 A description of the specific Services provided,
- 5.2 the name of the individual providing the Services,
- 5.3 the date(s) upon which the Services were provided,
- 5.4 the time spent providing the Services,

5.5 the amount due for the Services and the basis for calculating the amount due, and

5.6 an itemized summary of Allowable Reimbursable Expenses.

6. Independent Contractor.

6.1 Consultant understands and acknowledges that Consultant is an independent contractor, not an employee, partner, agent, or principal of City. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the Parties. At its own expense, Consultant is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers' compensation; training; permits and licenses; and office space for Consultant and for Consultant's employees and Subconsultants. Consultant has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom Consultant uses in performing the Services under this Agreement. Consultant shall provide the Services in Consultant's own manner and method, except as this Agreement specifies. Consultant shall treat a provision in Consultant Agreement that may appear either to give City the right to direct Consultant as to the details of doing the work, or to exercise a measure of control over the work, as giving Consultant direction only as to the work's end result.

6.2 Consultant shall indemnify, defend (including Consultant's providing and paying for legal counsel for City), and hold harmless City for any obligation; claim; suit; demand for tax or retirement contribution, including any contribution or payment to the Public Employees Retirement System (PERS); social security; salary or wages; overtime, penalty, or interest payment; or workers' compensation payment that City may be required to make on behalf of Consultant, an employee of Consultant, or any employee of Consultant construed to be an employee of City, for the work done under this Agreement.

7. Consultant's Warranties.

7.1 Consultant warrants that all Services provided under this Agreement shall be performed in accordance with generally accepted professional practices and standards for Consultant's profession in the state.

7.2 Consultant warrants that all Services provided under this Agreement shall be performed in accordance with applicable federal, state, and local laws and regulations.

7.3 Consultant warrants that Consultant has no present interest which would conflict in any manner with the performance of Services on the City's behalf.

7.4 Consultant represents and warrants that it is now, and will remain for the duration of its Services, properly licensed, qualified, experienced, and equipped to perform the Services.

7.5 Consultant possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Agreement and the Services in a professional and competent manner.

7.6 Consultant represents and warrants that the Services and the sale or use of the Services shall not infringe, directly or indirectly, on any valid patent, copyright or trademark, and Consultant shall, at Consultant 's sole cost and expense, indemnify, defend and hold harmless the City from and against any and all claims and causes of action based on alleged or actual infringements thereof.

7.7 These warranties shall survive the expiration or termination of this Agreement, and are in addition to any warranties provided by law. No payment to Consultant for any Services performed hereunder (including, without limitation, final payment) shall constitute a waiver of any Claims by the City against Consultant relating to the Services.

7.8 Consultant shall comply with the City of Fortuna Conflict of Interest Code and the California Political Reform Act and applicable regulations promulgated by the Fair Political Practices Commission.

7.9 Consultant shall perform all services in accordance with the degree of care and skill ordinarily exercised by professionals in the same field and locality under similar circumstances, as required by Civil Code § 2782.8.

8. Notice. Any notice, billing, or payment required by this Agreement must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by e-mail as a .pdf (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party shall be given as follows:

City: City of Fortuna
Attn: City Manager
P.O. Box 545
Fortuna, CA 95540
Phone: (707) 725-1410
Email: Anilsen@ci.fortuna.ca.us

Consultant: GHD
Att: Andrea Hilton
718 3rd Street
Eureka, CA 95501
Phone: (707) 267-2262
Email: andrea.hilton@ghd.com

9. Indemnity.

9.1 General. For purposes of the following indemnification provisions, the phrases “design professional” and “design professional services” shall have the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Section 9 is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Section 9 and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Section 9 and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the City under this Section 9 that is permitted by law shall be provided by Consultant.

9.2 Indemnification for Design Professional Services Claims. Consultant shall indemnify, defend and hold harmless the City, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of City, or defect in a design furnished by City, but in no event shall the amount of such Consultant’s liability exceed such Consultant’s proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against City is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with the other parties to such action regarding unpaid defense costs. Notwithstanding the foregoing, for any direct claims initiated by the City exclusively against Consultant unrelated to, and without limitation on, Consultant’s indemnity or defense obligations for third-party claims, Consultant will not be obligated to provide the City a defense for the direct claim but, in the event the City prevails in such direct claim, Consultant shall be subject to Section 15.13, below, concerning the reimbursement of its reasonable attorneys’ fees and court costs.

9.3 Indemnification for All Other Claims or Loss. For any claim, loss, injury, damage, expense or liability other than claims arising out of Consultant’s performance of design professional services under this Agreement (e.g., those types of claims usually covered by general liability insurance or automotive liability insurance), Consultant shall indemnify, defend and hold harmless City, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by Consultant, its employees, subcontractors, or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of City, or defect in a design furnished by City.

9.4 Indemnification Not Limited by Availability of Insurance; Survival. The obligations set forth in this Section 9 (including, without limitation, the indemnification and defense obligations) are not limited by any limitation on the amount, coverage or type of damages available under any applicable insurance policy held by Consultant and shall survive the expiration or early termination of this Agreement with respect to any liability subject to the indemnity obligations created by this Agreement.

10. Insurance. Consultant shall comply with the Insurance Requirements for Professional Services, as described in **Attachment C** hereto and incorporated herein, during the Term of this Agreement.

11. Dispute Resolution. In the event that any dispute arises between the parties in relation to this Agreement, the parties agree to meet face to face as soon as possible to engage in a good faith effort to resolve the matter informally. In the event that any dispute arises between the parties in relation to this Agreement, and the dispute is not resolved by informal discussions, the parties agree to submit the dispute to mediation.

11.1 Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session must take place within sixty (60) days after the date that such notice is given, or sooner if reasonably practicable. The parties shall jointly appoint a mutually acceptable mediator. The parties further agree to share equally the costs of the mediation, except costs incurred by each party for representation by legal counsel.

11.2 Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute.

11.3 Consultant shall continue to perform Services during any dispute or mediation unless the City directs otherwise in writing.

12. Early Termination.

12.1 **Termination for Convenience.** City may terminate this Agreement for convenience by giving ten (10) calendar days written notice to Consultant. In the event City elects to terminate the Agreement without cause, it shall pay Consultant for services satisfactorily provided up to the effective date of termination.

12.2 **Termination for Cause.** If either party breaches this Agreement by failing to timely or satisfactorily perform any of its obligations or otherwise violates the terms of this Agreement, the other party may terminate this Agreement by giving written notice ten (10) calendar days prior to the effective date of termination, specifying the reason and the effective date of the termination. Consultant shall be entitled to payment for all services satisfactorily provided up to the effective date of termination, except that the City may withhold from that payment the amount of

costs the City incurred, if any, because of Consultant's alleged breach of the Agreement.

13. Work Product. Consultant's pre-existing proprietary materials, software, models, and tools shall remain the property of Consultant, but Consultant grants the City a perpetual, royalty-free license to use any such materials included in the deliverables.

14. Audit. During this Agreement's Term and for a period of four (4) years after the expiration, cancellation, or termination of this Agreement, or any extension of it, Consultant shall:

14.1 Keep and maintain, in their original form, all records, books, papers, or documents related to Consultant's performance of this Agreement; and

14.2 Permit City or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to Consultant's performance of this Agreement including, but not limited to: direct and indirect charges, and detailed documentation, for work Consultant has performed or will perform under this Agreement.

15. General Provisions.

15.1 **Assignment and Successors.** Neither party may transfer or assign its rights or obligations under this Agreement, in part or in whole, without the other party's prior written consent. This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto.

15.2 **Third Party Beneficiaries.** There are no intended third party beneficiaries to this Agreement.

15.3 **Nondiscrimination.** Consultant shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

15.4 **Choice of Law and Venue.** This Agreement shall be governed by California law, and venue shall be in the Superior Court for the county in which City is located, and no other place.

15.5 **Severability.** If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.

15.6 **Amendment.** No amendment or modification of this Agreement shall be binding unless it is in a writing duly authorized and signed by the parties to this Agreement.

15.7 **Provisions Deemed Inserted.** Every provision of law required to be inserted in this Agreement shall be deemed to be inserted, and this Agreement shall be construed and enforced as though included. If it is discovered that through mistake or otherwise that any required provision is not inserted, or not correctly inserted, this Agreement shall be amended to make the insertion or correction.

15.8 **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties regarding the subject matter of this Agreement and supersedes all prior written or oral understandings or agreements of the parties.

15.9 **Attachments.** If any provision in any attachment to this Agreement conflicts with or is inconsistent with the provisions set forth in the body of this Agreement, the provisions set forth in the body of this Agreement shall control over the conflicting or inconsistent provisions in the attachment.

15.10 **Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

15.11 **Force Majeure.** If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability ("Force Majeure Event"), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.

15.12 **Headings.** The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

15.13 **Attorneys Fees and Venue for Disputes.** If litigation becomes necessary to enforce the terms and provisions of this Agreement or as a result of any breach

by Consultant or the City of this Agreement, the prevailing party in any such litigation shall be entitled to recover reasonable attorney's fees and costs. The Humboldt County Superior Court for the State of California shall have exclusive jurisdiction over any dispute arising out of this Agreement or Consultant's provision of Services hereunder, and shall serve as the venue for any such dispute. All parties expressly consent to this designation of jurisdiction and venue.

15.14 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

15.15 Authorization. Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

15.16 Government Code 1097.6 Safe Harbor. Consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

SIGNATURE PAGE FOLLOWS THIS PAGE

The parties agree to this Agreement as witnessed by the signatures below:

CITY:

Amy Nilsen

s/ Amy Nilsen, City Manager

Name/Title [print]

Date:

____10/1/2026_____

CONSULTANT:

GHD, Inc.

s/ Christopher Wolf

Christopher Wolf, Business Group
Leader

Name/Title [print]

Date: October 1, 2026

Attachments:

Attachment A:	Scope of Services
Attachment B:	Consultant's Fee Schedule
Attachment C:	Insurance Requirements for Professional Services

Attachment A
Scope of Services

October 01, 2026

Ms. Amy Nilsen
City Manager
City of Fortuna
621 11th Street
Fortuna, CA 95540

Acquisition Support Environmental Studies

Dear Ms. Nilsen,

GHD is pleased to submit this proposal to complete a Phase 1 Environmental Site Assessment (ESA) and Baseline Conditions Report of Assessor's Parcel Numbers 200-362-005, 106-091-040, 106-091-030, and 106-091-044 totaling 244 acres to support an acquisition funded by the Coastal Conservancy. GHD will provide the requested services detailed in the scope of work below.

Task 1 – Project Administration

GHD will provide overall project management and administration, coordination with City staff, schedule tracking, and budget management.

Task 1 Deliverables

- Project schedule, with periodic updates
- Monthly invoices

Task 2 – Phase 1 Environmental Site Assessment

The Phase I ESA for the four parcels (Site) will be tailored based on the type of property and will be conducted in general accordance with the ASTM International standard. The Phase I ESA will consist of the following three primary components, in addition to reporting.

Records Review

A review of standard state and federal record resources, as well as records regarding current and prior use of the Site and adjoining properties will be conducted, all of which are at the Site, or are publicly available, practically reviewable, and reasonably ascertainable.

An online search of publicly available federal and state databases will be conducted at distances specified in the ASTM standard. Such a review may yield information related to the use, storage, and/or discharge of hazardous substances and/or petroleum products on or close to the Site, including permits or notices of violation regarding materials handling practices, and/or the proximity of solid waste disposal sites, sites already under investigation and/or remediation due to environmental damage, and/or sites with registered underground storage tanks (USTs)/aboveground storage tanks (ASTs), and records regarding chemical uses and storage, waste handling and disposal, and hazardous materials planning.

A review of standard historical record sources such as fire insurance maps, city directories, aerial photographs, topographic maps, property tax files, and/or recorded land title records (the latter as provided by City of Fortuna or subcontracted by GHD at additional cost) will be undertaken to attempt to identify uses of the Site from the present, back to the property's obvious first developed use, or back to 1940, whichever is earlier. Such a review

may uncover evidence of prior excavation, landfilling activities, structure additions/demolitions, and/or other activities with the potential to have released hazardous substances and/or petroleum products to the environment that would impact the Site.

A review of environmentally related liens and/or activity and use limitations (AULs) connected with each Site will be conducted by GHD as part of the Phase I ESA.

Site Reconnaissance

A site reconnaissance including review of the former and ongoing operations, waste/chemical handling, and waste/chemical storage practices associated with the Site and a walk-through inspection of any Site structures and surrounding grounds will be conducted. The objective of the Site reconnaissance is to obtain information indicating the likelihood of identifying recognized environmental conditions (RECs) in connection with the Site. Such indications may include:

- Evidence of surficial contamination related to releases, leaks, or emissions of hazardous substances or petroleum products
- Evidence of the generation, storage, or presence of hazardous substances or petroleum products at the Site
- Evidence of on-Site surficial or subsurface solid and/or liquid waste disposal areas
- The potential presence of polychlorinated biphenyl (PCB)-containing liquids in electrical, hydraulic, or other equipment, including transformers, capacitors, switchgear, starters, and circuit breakers
- The presence and configuration of surface drainage features including interior floor drains, the areas of contribution to surface drainage systems, the location and configuration of stormwater sewers or drainage ways, and the ultimate receptor(s) of discharges from such systems
- The source and type of wastewater generated at the Site, the location and configuration of Site wastewater sewers, and the ultimate receptor(s) of wastewater discharges
- Air emissions sources and discharge points
- The potable and process water supply systems and other utility systems for the Site
- The current land use of adjoining properties
- The topographic features of the Site
- The extent and configuration of remedial soil or groundwater programs currently in place and operating, or historically operating, at the Site, if applicable
- Evidence of the existence or former existence of USTs or ASTs at the Site
- The location and condition of chemical receiving and storage areas and containers such as drums, totes and ASTs, including measures in place to control potential releases to the environment
- The location and condition of liquid and solid waste handling, accumulation, and storage areas, including measures in place to control releases to the environment.

Observation of these activities is primarily confined to the Site under evaluation, although activities on adjoining properties are also reviewed. During the Site reconnaissance, a photographic record of pertinent features is obtained.

Interviews

Interviews of Client-identified individuals associated with the Site will be conducted and will include one or more of the past and current owners, Key Site Managers, operators, and occupants of the Site familiar with the historic and current use and operating practices of the Site, to the extent practicable. The objective of interviews is to obtain information indicating potential RECs in connection with the Site's historical operating conditions and practices such as:

- Waste disposal practices
- Previous Site use by others

- Use of adjoining properties
- Historical spills or releases
- Past agency administrative or legal actions
- Third party complaints or legal actions

GHD will also conduct interviews with or prepare written requests for information from local government officials and/or review of reasonably ascertainable, practically reviewable public agency files. A reasonable attempt will be made to interview at least one staff member of any one of the following local governmental agencies (local fire department, local health department, and local agency or local/regional office having jurisdiction over hazardous waste disposal or other environmental matters in the area in which the Site is located).

Task 2 Deliverables

- Draft and final report

Task 3 – Baseline Conditions Report

GHD will prepare a concise technical memorandum documenting existing conditions of the acquisition parcels consistent with State Coastal Conservancy acquisition documentation requirements and modeled after the previously prepared Elk River baseline conditions report shared by the City as an. The memorandum will be based on desktop review and will summarize key parcel characteristics including property location, ownership, acreage, existing and historical land uses, zoning and land use designations, biological and aquatic resources, public access opportunities and constraints, hydrologic and physical site conditions, existing infrastructure and improvements, including a quantitative desktop review of wetlands and aquatic resources on the four parcels from the U.S. Fish and Wildlife National Wetlands Inventory database. The memorandum will be supported by figures, photographs, and parcel summary tables, as appropriate, and will be prepared for use by the City and Coastal Conservancy to document baseline property conditions at the time of acquisition.

Task 3 Deliverables

- Draft and final baseline conditions report

Assumptions and Exclusions

The following assumptions and exclusions are incorporated into this scope:

- GHD's costs are based on our current understanding of the project at this phase and are based on the level of effort expected considering the nature, complexity, and anticipated level of controversy associated with the project.
- The costs presented are for the completion of tasks according to the schedule provided.
- GHD assumes this project will remain active for a period of two months. Extension of the project duration or additional internal meetings may require a modification.
- A cultural resources investigation and biological field review are not included.
- Access to the project site will be provided by the City. The City will complete all required landowner notification and coordination.
- The City will coordinate landowner interviews to support the Phase 1 ESA. Landowner interviews will be coordinated to align with field review.
- One round of consolidated comments will be provided by the City at each deliverable stage.
- All deliverables will be provided electronically.

Fee

Our cost estimate is based on the above scope of work and assumptions, not to exceed \$21,172 as summarized in Table 1, consistent with the staff rates and other terms and conditions established in the existing on-call agreement. GHD may balance billing across tasks but will not exceed the project total without prior written agreement. Mileage will be charged at the current federal rate.

Table 1 Fee Overview

Task No.	Task Name	Fee
Task 1	Project Administration	\$2,990
Task 2	Phase 1 ESA	\$12,000
Task 3	Baseline Conditions Report	\$6,182
Total		\$21,172

Timeline

GHD will commence within ten business days of an issued task order and will complete all services within a two-month period assuming City review time for submitted deliverables is kept to ten business days or less. GHD will complete all draft deliverables by November 1, 2026 assuming a signed agreement is received by October 2, 2026.

Regards,



Andrea Hilton
Sr. Environmental Planner

707-267-2262
andrea.hilton@ghd.com

Attachment B
Consultant's Fee Schedule

Consultant fees shall be as detailed in the current Professional Services Agreement between the City and GHD dated February 24, 2026.

GHD Rate Schedule

GHD Class	GHD Description	2026 US Rate	
		Discount	Standard
PROFESSIONAL			
A001	Senior Technical Director 1	\$ 322.00	\$ 460.00
A002	Senior Technical Director 2	\$ 301.00	\$ 430.00
A003	Senior Technical Director 3	\$ 280.00	\$ 400.00
A004	Technical Director 1	\$ 269.50	\$ 385.00
A005	Technical Director 2	\$ 255.50	\$ 365.00
A006	Senior Professional 1	\$ 238.00	\$ 340.00
A007	Senior Professional 2	\$ 220.50	\$ 315.00
A008	Professional 1	\$ 213.50	\$ 305.00
A009	Professional 2	\$ 185.50	\$ 265.00
A010	Professional 3	\$ 171.50	\$ 245.00
A011	Vacationer / Intern	\$ 161.00	\$ 230.00
CONSULTANT			
V001	Executive Consultant 1	\$ 395.50	\$ 565.00
V002	Executive Consultant 2	\$ 371.00	\$ 530.00
V003	Senior Consultant 1	\$ 311.50	\$ 445.00
V004	Senior Consultant 2	\$ 280.00	\$ 400.00
V005	Consultant 1	\$ 234.50	\$ 335.00
V006	Consultant 2	\$ 192.50	\$ 275.00
V007	Consultant 3	\$ 164.50	\$ 235.00
TECHNICAL			
B001	Lead Design Technician 1	\$ 290.50	\$ 415.00
B002	Lead Design Technician 2	\$ 269.50	\$ 385.00
B003	Lead Design Technician 3	\$ 245.00	\$ 350.00
B004	Senior Design Technician 1	\$ 241.50	\$ 345.00
B005	Senior Design Technician 2	\$ 231.00	\$ 330.00
B006	Design Technician 1	\$ 213.50	\$ 305.00
B007	Design Technician 2	\$ 199.50	\$ 285.00
B008	Drafting/Design 1	\$ 192.50	\$ 275.00
B009	Drafting/Design 2	\$ 168.00	\$ 240.00
B010	Drafting/Design 3	\$ 157.50	\$ 225.00
B011	Drafting/Design 4	\$ 154.00	\$ 220.00
B012	Intern Drafting/Design	\$ 133.00	\$ 190.00

GHD Class	GHD Description	2026 US Rate	
		Discount	Standard
ADMINISTRATION			
C001	Business Services Manager 1	\$ 248.50	\$ 355.00
C002	Business Services Manager 2	\$ 231.00	\$ 330.00
C003	Senior Business Services 1	\$ 182.00	\$ 260.00
C004	Senior Business Services 2	\$ 171.50	\$ 245.00
C005	Business Services 1	\$ 154.00	\$ 220.00
C006	Business Services 2	\$ 143.50	\$ 205.00
C007	Business Services 3	\$ 115.50	\$ 165.00
SITE BASED			
S001	Senior Construction Manager	\$ 283.50	\$ 405.00
S002	Construction Manager	\$ 245.00	\$ 350.00
S003	Lead Site Engineer/Supervisor	\$ 217.00	\$ 310.00
S004	Senior Site Engineer	\$ 196.00	\$ 280.00
S005	Site Engineer	\$ 189.00	\$ 270.00
S006	Lead Inspector	\$ 182.00	\$ 260.00
S007	Senior Inspector	\$ 157.50	\$ 225.00
S008	Inspector / Specialist 1	\$ 140.00	\$ 200.00
S009	Inspector / Specialist 2	\$ 126.00	\$ 180.00
S010	Clerk / Specialist 3	\$ 122.50	\$ 175.00
S011	Senior Site Manager 1	\$ 115.50	\$ 165.00
S012	Senior Site Manager 2	\$ 112.00	\$ 160.00
S013	Senior Site Manager 3	\$ 108.50	\$ 155.00
S014	Senior Site Manager 4	\$ 105.00	\$ 150.00
S015	Operator/Labourer 1	\$ 98.00	\$ 140.00
S016	Operator/Labourer 2	\$ 91.00	\$ 130.00
S017	Operator/Labourer 3	\$ 77.00	\$ 110.00
PROJECT SUPPORT			
D001	Project Support Manager 1	\$ 304.50	\$ 435.00
D002	Project Support Manager 2	\$ 280.00	\$ 400.00
D003	Senior Project Support 1	\$ 259.00	\$ 370.00
D004	Senior Project Support 2	\$ 224.00	\$ 320.00
D005	Project Support 1	\$ 213.50	\$ 305.00
D006	Project Support 2	\$ 199.50	\$ 285.00
D007	Project Support 3	\$ 185.50	\$ 265.00
D008	Project Support 4	\$ 168.00	\$ 240.00
D009	Project Support 5	\$ 147.00	\$ 210.00
D010	Project Support 6	\$ 112.00	\$ 160.00

2026 Rate Schedule Notes

1. Rates are for employees of GHD companies.
2. An administration fee will apply to all invoices to cover in-house disbursements (Associated Project Costs) on a project. This will be charged at a rate of:
 - Hourly rate of USD \$6.50
3. All other project related disbursements, expenses and subcontractor costs will be invoiced with a markup of up to 15%.
4. 2026 Fee schedule is subject to annual increase of 3%.
5. Leased and personnel vehicles, field equipment and disposable field supplies will be invoiced at established rates. Personal vehicle mileage rates will be charged in accordance with government regulated standard rates.
6. All other reimbursable fees and expenses are subject to approval by the City (noting that the City will not pay for lodging, per diem or travel expenses from outside of Humboldt County)

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if Consultant provides written verification it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. Cyber Liability / Technology E&O: Minimum \$1,000,000 per claim, covering data breach, privacy liability, and network security.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or

higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions: The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, CG 20 39 (not allowed from subcontractors), or CG 20 40.

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Consultant shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.