

## TERMINATION AGREEMENT

This Termination Agreement (this "Termination") is dated July 6, 2021, but made effective for all purposes as of June 4, 2021 (the "Effective Date"), and is entered into between City of John Day ("City"), an Oregon municipal corporation, whose address is 450 E Main Street, John Day, Oregon 97845, and GHD Inc. ("Consultant"), a California corporation, whose address is 4550 Kruse Way, Suite 300, Lake Oswego, Oregon 97035

### RECITAL:

City and Consultant entered into that certain Professional Services Agreement dated on or about July 6, 2020 (the "Agreement"), pursuant to which Consultant agreed to provide City certain engineering, design, and related services. On June 4, 2021, City issued Consultant a "stop work" order due to City's determination that Consultant failed to perform certain services (e.g., engineering and permitting) in accordance with the Agreement; Consultant disagrees with City's determination that Consultant failed to perform certain services in accordance with the Agreement. On June 8, 2021, City informed Consultant that City was terminating the Agreement. City and Consultant are entering into this Agreement to memorialize the Agreement's termination.

### AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and obligations contained in the Agreement and this Termination, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Termination. The parties terminate the Agreement effective as of the Effective Date. On or before the Effective Date, City paid Consultant for all services Consultant performed under the Agreement through the Effective Date except for the amount (\$51,686.03) (the "Unpaid Amount") identified in Consultant's Invoice Nos.: 163107 dated May 29, 2021 and 164143 dated June 30, 2021 attached hereto as Exhibit A. City will pay Consultant the Unpaid Amount no later than July 23, 2021. After City's payment of the Unpaid Amount, City has no further obligations arising out of or under the Agreement, including, without limitation, any payment obligations to Consultant. Consultant will deliver to City all materials and documentation related to or concerning the Services (as defined in the Agreement) no later than July 9, 2021. To the actual knowledge of City's city manager as of the Effective Date, the design plans and specifications, topographical, right-of-way survey, and hydraulic analysis documents and related instruments Consultant has completed under the Agreement and provided to City have been prepared in material compliance with the Agreement.

2. Miscellaneous. This Termination is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Termination. Any action or proceeding arising out of this Termination will be litigated in courts located in Grant County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Grant County, Oregon. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Termination, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. This Termination contains the entire understanding of the parties regarding the subject matter of this Termination and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Termination. This Termination may be signed in counterparts. Subject to the terms and condition contained in this Termination, this Termination does not constitute a waiver or termination of any rights, claims, and/or causes of action that may have accrued prior to termination of the Agreement.

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IN WITNESS WHEREOF, the undersigned have caused this Termination to be made effective for all purposes as of the Effective Date.

CITY:  
City of John Day,  
an Oregon municipal corporation

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By: Nick Green, City Manager

CONSULTANT:  
GHD Inc.,  
a California corporation



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By: Steve Allen, Principal

Exhibit A  
Invoices

[attached]



Federal Tax Identification Number : 98-0425935

**Remit EFT Payments To:**

Account #: 220889651  
ABA #: 022000020  
Remittance Advices to:  
usremittance@ghd.com

**Remit Checks To:**

GHD Inc.  
Dept LA 23922  
Pasadena, CA 91185-3922

**CITY OF JOHN DAY  
450 EAST MAIN STREET  
JOHN DAY OR 97845  
Attention: NICK GREEN**

**Invoice # : 163107  
Invoice Date : 05/29/2021  
Project : 11216065  
Client : 1105705  
Invoice Group : \*\***

City of John Day 4th Ave/Airport Road Repair Project

Billing Period through 05/29/2021

**CITY OF JOHN DAY 4TH AVE/AIRPORT ROAD REPAIR PROJECT**

<b>Cost Plus Max Phases</b>					
<b>Phase Code / Name</b>	<b>Phase Fee</b>	<b>Previous Amount</b>	<b>Total Fee Earned</b>	<b>% Comp</b>	<b>Current Amount</b>
01 -- PROJECT MANAGEMENT	13,120.00	8,775.00	9,875.00	75.27	1,100.00
02 -- TOPO AND RIGHT OF WAY SURVEY	18,170.00	16,097.50	16,097.50	88.59	0.00
03 -- GEOTECHNICAL INVESTIGATION	34,360.00	26,950.66	27,500.66	80.04	550.00
04 -- HYDRAULIC ANALYSIS	12,110.00	9,907.50	10,305.00	85.09	397.50
05 -- PRELIMINARY ENG (50% DESIGN)	44,590.00	36,390.00	44,555.00	99.92	8,165.00
06 -- ENVIRONMENTAL DOC AND	31,777.00	15,768.23	15,768.23	49.62	0.00
07 -- ENGINEERING DESIGN	84,190.00	23,032.50	44,020.00	52.29	20,987.50
08 -- BIDDING	12,430.00	0.00	0.00	0.00	0.00
11 -- TRAVEL AND EXPENSES	15,400.00	0.00	0.00	0.00	0.00
<b>Sub-Total Cost Plus Max</b>					<b>31,200.00</b>
<b>Current Billing Amount</b>					<b>31,200.00</b>
					0.00

**Amount Due this Invoice \$31,200.00**

**Phase : 01 -- PROJECT MANAGEMENT****Rate Schedule Labour**

<u>Class / Employee Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Patrick R Tortora	5.50	200.00	1,100.00
<b>Rate Schedule Labour</b>			<b>1,100.00</b>

**Total Phase : 01 -- PROJECT MANAGEMENT**

**Labour : 1,100.00**  
**Disbursements : 0.00**

**Phase : 03 -- GEOTECHNICAL INVESTIGATION****Rate Schedule Labour**

<u>Class / Employee Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Patrick R Tortora	2.75	200.00	550.00
<b>Rate Schedule Labour</b>			<b>550.00</b>

**Total Phase : 03 -- GEOTECHNICAL INVESTIGATION**

**Labour : 550.00**  
**Disbursements : 0.00**

**Phase : 04 -- HYDRAULIC ANALYSIS****Rate Schedule Labour**

<u>Class / Employee Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Spencer Wells	0.75	130.00	97.50
Seth Stevens	1.50	200.00	300.00
<b>Rate Schedule Labour</b>			<b>397.50</b>

**Total Phase : 04 -- HYDRAULIC ANALYSIS**

**Labour : 397.50**  
**Disbursements : 0.00**

**Phase : 05 -- PRELIMINARY ENG (50% DESIGN)****Rate Schedule Labour**

<u>Class / Employee Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Stephanie Gould	35.00	145.00	5,075.00
Patrick R Tortora	15.00	200.00	3,000.00
Brian Crowell	0.50	180.00	90.00
<b>Rate Schedule Labour</b>			<b>8,165.00</b>

**Total Phase : 05 -- PRELIMINARY ENG (50% DESIGN)**

**Labour : 8,165.00**  
**Disbursements : 0.00**

**Phase : 07 -- ENGINEERING DESIGN****Rate Schedule Labour**

<u>Class / Employee Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Stephanie Gould	41.00	145.00	5,945.00
Corey Hayes	45.00	150.00	6,750.00
Steven A Allen	9.75	270.00	2,632.50
Jeremy S Svehla	8.00	210.00	1,680.00
Patrick R Tortora	10.00	200.00	2,000.00
Brian Crowell	3.50	180.00	630.00
Nicolas Tortora	15.00	90.00	1,350.00
<b>Rate Schedule Labour</b>			<b>20,987.50</b>

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Total Phase : 07 -- ENGINEERING DESIGN

Labour : 20,987.50  
Disbursements : 0.00

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11216065 -- City of John Day 4th Ave/Airport Road Repair Project

T&M Phase Total: \$31,200.00



Federal Tax Identification Number : 98-0425935

**Remit EFT Payments To:**

Account #: 220889651  
ABA #: 022000020  
Remittance Advices to:  
usremittance@ghd.com

**Remit Checks To:**

GHD Inc.  
Dept LA 23922  
Pasadena, CA 91185-3922

**CITY OF JOHN DAY  
450 EAST MAIN STREET  
JOHN DAY OR 97845  
Attention: NICK GREEN**

**Invoice # : 164143  
Invoice Date : 06/21/2021  
Project : 11216065  
Client : 1105705  
Invoice Group : \*\***

City of John Day 4th Ave/Airport Road Repair Project

Billing Period through 06/04/2021

**CITY OF JOHN DAY 4TH AVE/AIRPORT ROAD REPAIR PROJECT**

<b>Cost Plus Max Phases</b>					
<b>Phase Code / Name</b>	<b>Phase Fee</b>	<b>Previous Amount</b>	<b>Total Fee Earned</b>	<b>% Comp</b>	<b>Current Amount</b>
01 -- PROJECT MANAGEMENT	13,120.00	9,075.00	10,075.00	76.79	1,000.00
02 -- TOPO AND RIGHT OF WAY SURVEY	18,170.00	16,097.50	16,097.50	88.59	0.00
03 -- GEOTECHNICAL INVESTIGATION	34,360.00	27,500.66	31,717.42	92.31	4,216.76
04 -- HYDRAULIC ANALYSIS	12,110.00	6,562.50	10,305.00	85.09	3,742.50
05 -- PRELIMINARY ENG (50% DESIGN)	44,590.00	44,555.00	44,555.00	99.92	0.00
06 -- ENVIRONMENTAL DOC AND	31,777.00	15,768.23	15,768.23	49.62	-15,768.23
07 -- ENGINEERING DESIGN	84,190.00	21,332.50	48,627.50	57.76	27,295.00
08 -- BIDDING	12,430.00	0.00	0.00	0.00	0.00
11 -- TRAVEL AND EXPENSES	15,400.00	0.00	0.00	0.00	0.00
<b>Sub-Total Cost Plus Max</b>					<b>20,486.03</b>
<b>REVISED Current Billing Amount</b>					<b>20,486.03</b>

**REVISED Amount Due this Invoice \$20,486.03**

**Phase : 01 -- PROJECT MANAGEMENT****Rate Schedule Labour**

<u>Class / Employee Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Patrick R Tortora	5.00	200.00	1,000.00
<b>Rate Schedule Labour</b>			<b>1,000.00</b>

**Total Phase : 01 -- PROJECT MANAGEMENT**

**Labour : 1,000.00**  
**Disbursements : 0.00**

**Phase : 03 -- GEOTECHNICAL INVESTIGATION****Regular Disbursements**

<u>Vendor Name</u>	<u>Cost</u>	<u>Multiplier</u>	<u>Amount</u>
<b>Subconsultants - Not affiliated</b>			
GeoEngineers, Inc.	3,666.75	1.15	4,216.76
<b>Regular Disbursements</b>			<b>4,216.76</b>

**Total Phase : 03 -- GEOTECHNICAL INVESTIGATION**

**Labour : 0.00**  
**Disbursements : 4,216.76**

**Phase : 04 -- HYDRAULIC ANALYSIS****Rate Schedule Labour**

<u>Class / Employee Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Spencer Wells	27.25	130.00	3,542.50
Seth Stevens	1.00	200.00	200.00
<b>Rate Schedule Labour</b>			<b>3,742.50</b>

**Total Phase : 04 -- HYDRAULIC ANALYSIS**

**Labour : 3,742.50**  
**Disbursements : 0.00**

**Phase : 07 -- ENGINEERING DESIGN****Rate Schedule Labour**

<u>Class / Employee Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Cody Cook	6.50	115.00	747.50
Stephanie Gould	89.00	145.00	12,905.00
Corey Hayes	14.00	150.00	2,100.00
Steven A Allen	4.00	270.00	1,080.00
Jeremy S Svehla	5.25	210.00	1,102.50
Patrick R Tortora	31.50	200.00	6,300.00
Brian Crowell	3.00	180.00	540.00
Nicolas Tortora	28.00	90.00	2,520.00
<b>Rate Schedule Labour</b>			<b>27,295.00</b>

**Total Phase : 07 -- ENGINEERING DESIGN**

**Labour : 27,295.00**  
**Disbursements : 0.00**

11216065 -- City of John Day 4th Ave/Airport Road Repair Project

**T&M Phase Total:****\$36,254.26**





**GeoEngineers, Inc.**  
**17425 NE Union Hill Road, Suite 250**  
**Redmond, WA 98052-3886**  
**Phone: (425) 861 - 6000**  
**Fax: (425) 861 - 6050**

May 21, 2021  
 Project No: 024358-001-00  
 Invoice No: 0172201

Attn: Patrick Tortora  
 GHD Services, Inc.  
 4550 Kruse Way  
 Suite 300  
 Lake Oswego, OR 97035

Purchase Order No.: 38005387  
 Project No.: 11216065

Geotechnical Engineering Services  
 SW 4th Avenue Slope Stabilization  
 John Day, Oregon

**Professional Services from April 9, 2021 to May 7, 2021**

Task 0100 Geotechnical Engineering Services

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Associate	5.25	192.00	1,008.00	
Senior Engineer/Scientist 2	11.00	168.00	1,848.00	
Senior GIS Analyst	1.50	132.00	198.00	
CAD Technician	3.25	88.00	286.00	
Administrator 3	.75	82.00	61.50	
Administrator 2	.75	77.00	57.75	
Totals	22.50		3,459.25	
<b>Total Labor</b>				<b>3,459.25</b>

**Unit Billing**

APC - Associated Project Costs	207.5 APC @ 1.00	207.50	
<b>Total Units</b>	<b>1.0 times</b>	<b>207.50</b>	<b>207.50</b>
	<b>Total this Task</b>		<b>\$3,666.75</b>

**Project Summary**

	<b>Current Period</b>	<b>Prior Period</b>	<b>Total Billings</b>
Total Billings	3,666.75	23,435.36	27,102.11
Authorized Budget			27,800.00
Budget Remaining			697.89

**TOTAL DUE THIS INVOICE** \$3,666.75