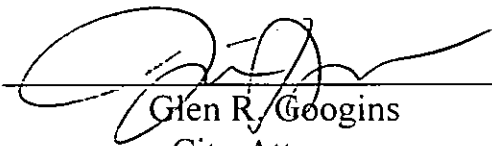


THE ATTACHED AGREEMENT HAS BEEN REVIEWED  
AND APPROVED AS TO FORM BY THE CITY  
ATTORNEY'S OFFICE AND WILL BE  
FORMALLY SIGNED UPON APPROVAL BY  
THE CITY COUNCIL

  
\_\_\_\_\_  
Glen R. Googins  
City Attorney

Dated: 2/3/16

FIRST AMENDMENT TO THE AGREEMENT  
BETWEEN  
THE CITY OF CHULA VISTA AND  
ATKINS NORTH AMERICA, INC.  
TO DEVELOP A TELEGRAPH CANYON NEXUS STUDY

**First Amendment to the Agreement between  
City of Chula Vista  
and  
Atkins North America, Inc.,  
To Develop a Telegraph Canyon Nexus Study**

**RECITALS**

WHEREAS, on August 11, 2015, by Resolution 2015-193, the City Council approved an agreement with Atkins, North America, Inc. (Consultant) for developing a Telegraph Canyon Channel Nexus Study (Agreement); and

WHEREAS, as the Consultant proceeded with the contract and study progressed, it became evident that additional work would be needed beyond what was defined in the original scope of work; and

WHEREAS, the cost change is mainly to incorporate additional improvement options in response to comments from resource agencies, perform additional drainage system analysis iterations and create 30% level design plans for the proposed drainage facilities; and

WHEREAS, this amendment to the agreement (First Amendment) identifies the additional costs proposed by the Consultant; and

WHEREAS, Consultant warrants and represents that it is experienced and staffed in a manner such that it can deliver the additional services identified in this First Amendment to City in accordance with the time frames and the terms and conditions of the Agreement as amended hereby.

NOW, THEREFORE, for valuable consideration the City and Consultant do hereby mutually agree to the following:

1. All of the Recitals above are incorporated into this First Amendment by this reference.
2. Exhibit A, Section 8. A., "Scope of Work and Schedule" of the Agreement is amended as follows:
  - a. Add the following new paragraph to the end of to the end of section V., "Hydraulic Modeling:"

"Consultant shall perform additional multiple iterations of hydraulic analysis in response to comments from resource agencies and assess multiple rainfall event scenarios."

- b. Add the following new bullet to the end of section VIII., "Prepare Preliminary AutoCAD Drainage Improvement Plans:"

"Provide 30% level design plans and 30% development of specifications and cost estimates for three improvement options."

- c. Add the following to the end of section XI., "Project Management and Meetings," subsection 4):

"The Consultant shall prepare for and attend three meetings with the resource agencies to discuss project progress reports and the results of the Study. At these meetings the Consultant shall present the Study findings and recommendations to the resource agencies and answer any questions posed by resource agencies related to such Study and recommendations."

3. Exhibit A, Section 10. "Compensation," C. "Hourly Rate Arrangement Not to Exceed Limit Per Phase," is amended as follows:

Delete "\$25,620" in phase 4 maximum fee and replace with "\$41,260".

Delete "\$10,460" in phase 8 maximum fee and replace with "\$38,380".

Delete "\$18,150" in phase 10 maximum fee and replace with "\$21,250".

Delete "\$175,000" in total amount of phases and replace with "\$221,660".

4. All other terms of the Agreement shall remain in full force and effect.

**(End of page. Next page is signature page.)**

**Signature Page  
To the  
First Amendment to the Agreement between  
City of Chula Vista and  
Atkins North America, Inc.,  
To Develop a Telegraph Canyon Nexus Study**

IN WITNESS WHEREOF, City and Consultant have executed this First Amendment to the Agreement, indicating that they have read and understood same, and indicate their full and complete consent to its terms:

City of Chula Vista

By: \_\_\_\_\_  
Mary Casillas Salas, Mayor

Attest:

\_\_\_\_\_  
Donna Norris, City Clerk

Approved as to form:

\_\_\_\_\_  
Glen R. Googins, City Attorney

**Atkins North America, Inc.**

By: Ann Bechtel  
Ann Bechtel, West Water Resources  
Technical Manager

By: Glenn McPherson  
Glenn McPherson, Associate Vice  
President

Exhibit List to First Amendment to Agreement:  
(X) Agreement between the City and Atkins North America, Inc. dated August 11, 2015