

**Second 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 No. 2015-193, the City Council of the City of Chula Vista ("City") approved an agreement with Atkins, North America, Inc. ("Consultant") for developing a Telegraph Canyon Channel Nexus Study ("Agreement"); and

WHEREAS, subsequent to entering into the Agreement, it became evident that additional work would be needed beyond what was defined in the original scope of work, as a result the Agreement was amended in February 2016, by Resolution No. 2016-021, 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 ("First Amendment"); and

WHEREAS, City staff and Consultant have identified additional services to be performed in connection with preparing the Nexus Study, including hydraulic analysis, AutoCAD drawings and project management services ("Second Amendment Services"), which services Consultant has proposed to perform for additional payment of \$45,000; and

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

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 Second Amendment by this reference.
2. Exhibit A, Section 7., is amended to insert the following paragraph immediately prior to the last paragraph in the Section:  
"Consultant will conduct hydraulic analysis, develop plan cross sections, utility and parcel data for the 30% level design plans preferred option, and provide project management."
3. 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 the Section:

“Consultant shall also perform the services described below, and deliver each of the “Deliverables” identified on or before the corresponding “Completion Date” for each:

<b>Task</b>	<b>Description</b>	<b>Deliverables</b>	<b>Completion Date</b>
1	Hydraulic analysis: perform hydraulic model analysis to determine conveyance of existing system near 3 <sup>rd</sup> and L Street combined with upgrades within 3 <sup>rd</sup> and L Street. Hydraulic analysis to review hydraulics and adjustment to channel geometry (trapezoidal or rectangular). Hydraulic analysis to support development of three project construction stages	Hydraulic model	June 30, 2017
2	AutoCAD drawings: provide updated 30% plan and profile sheets for revised culvert alignment at the intersection of 3 <sup>rd</sup> and L, revised cross sections, additional cross sections for the revised alignment (and those requested as recorded in the July progress review meeting), utility crossing details, and parcel data to identify required easements. Alignment changes and revised cross sections are to be included in the current sheet limits. All parcel data will be provided by the City, and said data will be incorporated into the plan set in order to identify required easements.	Revised cost estimate and two PDF submittals of the revised plans, one draft and one final, which will incorporate all City comments from the draft submittal. The draft submittal will be made in PDF format, and the final submittal will include PDF files as well as the native AutoCAD Civil3D 2015 drawing files. Maximum of two separate exhibits showing additional cross sections of the channel with a maximum of one round of revisions per City comments.	June 30, 2017
3	Project Management	Conduct meetings, copy of minutes and next steps	December 31, 2017

3. Exhibit A, Section 9., subsection. D., is amended to replace “August 30, 2016,” with “December 31, 2017.”

4. Exhibit A, Section 10. "Compensation,"

Fixed Fee Paid Increments. For the completed performance of each Deliverable identified above, City shall pay the fixed fee associated with each Deliverable, in the set forth below.

Phase	Deliverable	Amount
1	Hydraulic analysis report (including associated Project Management)	\$23,758
2	AutoCAD drawings: Refinement of 3rd/L St culvert realignment option (including associated Project Management)	\$21,242

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**  
**Second 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

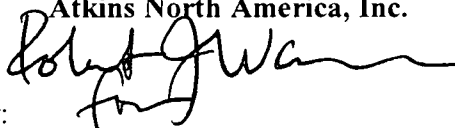
Atkins North America, Inc.  
  
By: \_\_\_\_\_  
Ann Bechtel, West Water Resources  
Technical Manager

Exhibit List to Second Amendment to Agreement:

1. Agreement between the City and Atkins North America, Inc., dated August 11, 2015
2. First Amendment to Agreement, dated February 16, 2016