

FIRST AMENDMENT
to Consultant Services Agreement between the
City of Chula Vista
and
Harris and Associates
For Horizontal Directional Drilling Consulting Services

This FIRST AMENDMENT (“Amendment”) to the Chula Vista Consultant Services Agreement with Harris and Associates to Provide Horizontal Directional Drilling Consulting Services (“Original Agreement”) is entered into effective as of January 8, 2019 (“Effective Date”) by and between the City of Chula Vista (“City”) and Harris and Associates (“Consultant”) with reference to the following facts:

RECITALS

WHEREAS, City and Consultant previously entered into the Original Agreement on January 1, 2018; and

WHEREAS, City and Consultant desire to amend the Agreement to allow the Consultant to assume the additional responsibility of completing the design of the Sewer Force Main at G Street Pump Station (SWR0275) project ("Project") by delivering engineering plans and technical specifications for an additional amount of \$70,840, as more specifically set forth below; and

WHEREAS, the Original Agreement amount was \$20,000 and \$6,372 has been paid to the Consultant to date, resulting in a remaining contract balance of \$13,628; and

WHEREAS, due to the specialized nature of HDD technology and construction methods, City staff procured professional HDD consultant services to review and provide input on the design and construction of the Project; and

WHEREAS, the Consultant has been intimately and effectively involved with the Project and possesses valuable insight into the history and progress of the Project's preliminary engineering and design thus far; and

WHEREAS, due to unforeseen design complexities with respect to HDD design and constructability proposed for the Project, City staff has determined that the Consultant's expertise in HDD is required to complete the design; and

WHEREAS, to continue with these additional services, the Consultant was chosen, in accordance with Chula Vista Municipal Code Section 2.56.110.H.2, due to their extensive familiarity with the Project and that publicly advertising the required additional work would be impractical and could potentially result in delays to imminent improvements related to the Bayfront Development; and

WHEREAS, the First Amendment will increase the amount of the Original Agreement by \$70,840, resulting in a new total agreement amount of \$90,840.

NOW, THEREFORE, in consideration of the above recitals and the mutual obligations of the parties set forth herein, City and Consultant agree as follows:

1. Exhibit A of the Agreement is amended and restated as provided on the Amended and Restated Scope of Work and Payment Terms is attached hereto as Exhibit A to this Amendment and incorporated herein by this reference.

2. Except as expressly provided herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

3. Each party represents that it has full right, power and authority to execute this FIRST Amendment and to perform its obligations hereunder, without the need for any further action under its governing instruments, and the parties executing this Amendment on the behalf of such party are duly authorized agents with authority to do so.

**SIGNATURE PAGE TO FIRST
AMENDMENT
TO
CHULA VISTA CONSULTANT SERVICES AGREEMENT WITH HARRIS AND
ASSOCIATES TO PROVIDE HORIZONTAL DIRECTIONAL DRILLING
CONSULTING SERVICES**

HARRIS AND ASSOCIATES

CITY OF CHULA VISTA

BY: _____
Gary H. Yagade
Vice President, Engineering and
Environmental Services

BY: _____
Mary Casillas Salas
Mayor

ATTEST

BY: _____
Kerry K. Bigelow, MMC
City Clerk

APPROVED AS TO FORM

BY: _____
Glen R. Googins
City Attorney

**EXHIBIT A
AMENDED AND RESTATED
SCOPE OF WORK AND PAYMENT TERMS**

1. Contact People for Contract Administration and Legal Notice

- A. City Contract Administration:
Gregory E. Tscherch, P.E., P.L.S.
276 Fourth Avenue, Chula Vista, CA 91910
(619) 409-1974
gtscherch@chulavistaca.gov

For Legal Notice Copy to:
City of Chula Vista
City Attorney
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5037
CityAttorney@chulavistaca.us

- B. Consultant Contract Administration:
HARRIS AND ASSOCIATES
600 B Street, Suite 2000, San Diego, CA 92101
(619) 814-9509
gail.masutani@weareharris.com

2. Required Services

- A. General Description:

Harris & Associates ("Consultant") will provide engineering consulting services to design and deliver the engineering plans and technical specifications for the Sewer Force Main at G Street Pump Station (SWR0275) project that will install approximately 1300 linear feet of dual sewer force main improvements, trench resurfacing, and connections to existing facilities.

- B. Detailed Description:

Original Agreement

The Consultant will provide the following:

1. Technical guidance on the placement of boring pits including staging areas;
2. Technical oversight by way of QA/QC reviews;
3. Assistance in preparing technical specifications associated with HDD;
4. Attend project review meetings

First Amendment

Task 1: Project Management

1.1 Kick-off Meeting

Consultant's Project Director and Project Manager will attend and participate in a kick-off meeting with City staff to discuss the project including expectations and deliverables. The agenda will be transmitted prior to the meeting. Draft meeting minutes will be prepared by Consultant for City review and comment.

1.2 Progress and Review Meetings (4)

Consultant will attend progress and review meetings relevant to design matters. Four (4) design phase meetings with City staff are assumed under this amendment to review the project progress and discuss outstanding project issues. Consultant shall prepare and transmit meeting agendas to City staff and the design team. Consultant shall then provide draft meeting minutes for review in a timely manner.

1.3 Coordination with Subconsultants

Consultant shall coordinate with subconsultant for all work products. Services include directing and reviewing subconsultant work, schedules, and invoicing during project duration. Consultant has retained a surveying and a tunneling subconsultant for this project. Information on subconsultants work are included in the tasks.

1.4 QA/QC

Consultant shall utilize a QA/QC program to ensure quality deliverables. Activities will include internal QA/QC reviews of each submittal by the QA/QC Manager who is not otherwise associated with the Project. The QA/QC Manager will have participatory input by the Project Manager and Project Director. Unless the City has design checklists, Consultant will use the Consultant's QA/QC checklists. The Project Manager and designers will address comments and meet with QA/QC Manager to review how his comments and City comments are being addressed.

The Project Manager will coordinate associated issues and impacts with the City so that issues are appropriately addressed for a coordinated seamless design.

Task 2: 60% Design Submittal

2.1 60% Design Drawings

Consultant shall prepare construction drawings for the replacement force main. Plans will include adjustment of the horizontal alignment based on the potholing and inclusion of the vertical alignment. The details will be included with this submittal. The following is a sheet index for the anticipated project drawings.

Sheet Description	Count
Title Sheet	1
Notes and Index of Drawings	1
Plan and Profile	5
Trench and Miscellaneous Details	3

The design will include references to the City’s Design and Construction Standard Drawings 2017.

Consultant will retain DCM Consulting as a subconsultant to provide additional tunneling expertise. DCM will review the horizontal directional drilling specifications and review HDD plan.

2.2 60% Specifications

City will provide the front-end documents and the boilerplate technical specifications. Consultant shall provide technical specifications for HDD and modifications to the boilerplate specifications to accommodate HDD. The technical specifications will be additions and subtractions to the Standard Specifications for Public Works Construction (“Greenbook”), 2015, including all supplements and the City’s Standard Special Provisions (November 2017).

2.3 60% Probable Construction Cost Opinion

Consultant shall provide the 60% probable construction cost opinion.

Consultant shall provide the City with two (2) sets of full-size drawings, two (2) sets of 11” x 17” drawings, two (2) sets of specifications, and electronic copies (.pdfs) for the 60% submittal.

Task 3: 100% Design Submittal

3.1 Response to 60% Comments

Consultant shall provide written comments to the City’s 60% design submittal comments.

3.2 100% Design Drawings

Complete 100% design submittal to address 60% City comments.

3.3 100% Specifications

Complete the 90% specifications, incorporating the 60% review comments.

3.4 100% Probable Construction Cost Opinion

Consultant shall provide 100% probable construction cost opinion.

Consultant shall provide the City with two (2) sets of full-size drawings, two (2) sets of 11" x 17" drawings, two (2) sets of specifications, and electronic copies (.pdfs) for the 100% submittal.

Task 4: Final Submittal

4.1 Response to 100% Comments

Consultant shall provide written comments to the City's 100% design submittal comments.

4.2 Final Design Drawings

Complete final design submittal to address 100% City comments.

4.3 Final Specifications

The specifications will be completed based on comments received and any additional sections that need to be included.

4.4 Final Probable Construction Cost Opinion

Consultant shall provide the final probable construction cost opinion.

Consultant shall prepare and submit 4-mil mylar drawings. Consultant shall provide the City with two (2) sets of full-size drawings, two (4) 11"x17" sets of drawings, two (2) sets of specifications, and electronic submittals (.pdfs).

Assumptions and Exclusions:

- City will have one point of contact, that being the project manager;
- City will be point of contact with United Technologies Corporation (UTC);
- City is responsible for public outreach for the Project during design and construction;
- Environmental services are not considered part of the scope. City will provide appropriate environmental documentation for the Project;
- Engineered traffic control plans are not considered part of the scope;
- Detailed paving evaluations are not considered part of the scope;
- Structural calculations are not considered part of the scope;
- Landscape and irrigation services are not considered part of the scope.

Project Schedule:

The following durations are assumed based on the original Scope of Work.

Duration (Weeks)	Total Wks	Total Months	Critical Path Activity
0			Notice to Proceed
4	4	1.0	Proceed with the 60% design.
2	6	1.5	60% Submittal City Review. Meet to discuss review comments and end of period.
4	10	2.5	Proceed with 100% design and submit at end of period.
2	12	3.0	100% Submittal City Review. Meet to discuss review comments and end of period.
2	14	3.5	Proceed with final design and submit at end of period.
	14	3.5	Total duration from NTP – Project Bid Ready

3. Term: In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin January 1, 2018 and end on December 31, 2019 for completion of all Required Services.

4. Compensation:

A. Form of Compensation

Time and Materials. For performance of the Defined Services by Consultant as herein required, City shall pay Consultant Provider for the productive hours of time spent by Consultant in the performance of said Services, at the rates or amounts as indicated below:

Original Agreement

Task	Technical Advisor (\$200/hr)	Project Manager (\$200/hr)	Principal in-Charge (\$200/hr)	Subtotals
1. Technical Guidance	9	8	4	\$4,200
2. QA/QC Reviews	9	20	4	\$6,600
3. HDD Technical Specifications	8	20	4	\$6,400
4. Meetings	2	8	4	\$2,800
Subtotal Hours =	28	56	16	100
Subtotal (\$) =	\$5,600	\$11,200	\$3,200	\$20,000*

*Note that \$13,628 has been paid to the Consultant for services performed under the Original Agreement as of the date of the First Amendment. As such, only the remaining balance of \$6,372 of the approved contract amount from the Original Agreement is available for future payments to Consultant.

First Amendment

Description	Consultant	Subconsultants	Total
Task 1 – Project Management	\$5,580	\$0	\$5,580
Task 2 – 60% Submittal	\$32,210	\$6,000	\$38,210
Task 3 – 100% Submittal	\$20,910	\$0	\$20,910
Task 4 – Final Submittal	\$6,140	\$0	\$6,140
Project Total	\$64,840	\$6,000	\$70,840

B. Reimbursement of Costs

None, the compensation includes all costs

Notwithstanding the foregoing, the maximum amount to be paid to the Consultant for all services performed (under Original Agreement and Amendment) through December 31, 2019 shall not exceed \$90,840.

5. Special Provisions:

Permitted Sub-Consultants:

DCM Consulting