

THIRD AMENDMENT
to Agreement between the
City of Chula Vista
and
Kleinfelder, Inc. (formerly Simon Wong Engineering, Inc.)
For Engineering and Project Management Services for the Willow Street Bridge
Rehabilitation Project

This THIRD AMENDMENT “Amendment” is entered into effective as of November 8, 2016 “Effective Date” by and between the City of Chula Vista (“City”) and Kleinfelder, Inc. (formerly Simon Wong Engineering, Inc.) “Consultant” with reference to the following facts:

RECITALS

WHEREAS, City and Consultant previously entered into Agreement between City of Chula Vista and Simon Wong Engineering, Inc. for Engineering and Project Management Services for the Willow Street Bridge Rehabilitation Project “Original Agreement” on June 21, 2005 by Resolution No. 2005-210; and

WHEREAS, said agreement was amended by Resolution No. 2009-014 on January 27, 2009 and by Resolution No. 2013-059 on April 16, 2013; and

WHEREAS, Staff requested cursory structural review by Caltrans Structures Local Assistance (SLA) for specialty technical review of the proposed Willow Street Bridge structural design; and

WHEREAS, technical reviews by Caltrans SLA and comments resulting from constructability review resulted in the need for additional analysis and certain revisions that were not anticipated in the original agreement or amendments; and

WHEREAS, City and Consultant desire to amend the Agreement to account for additional costs resulting from unanticipated design items associated with design reviews by Caltrans SLA and the associated construction support and for other increases in costs associated with some items from the scope of work that require additional time and effort to ensure completion of the Willow Street Bridge Replacement project under the agreement; and

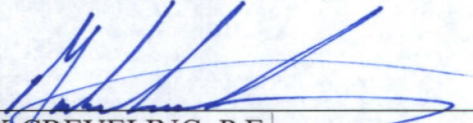
NOW, THEREFORE, in consideration of the above recitals and the mutual obligations of the parties set forth herein, City and Consultant agree as follows:

1. Exhibit A, entitled Amended and Restated Scope of Work and Payment Terms is hereby attached hereto 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 [THIRD] 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 THIRD
AMENDMENT
TO
ENTER ORIGINAL AGREEMENT TITLE**

KLEINFELDER, INC. (FORMERLY SIMON WONG ENGINEERING, INC.) CITY OF CHULA VISTA

BY: 
| MARK CREVELING, P.E. |
| VICE PRESIDENT |
| PRINCIPAL-IN-CHARGE |

BY: _____
| MARY CASILLAS SALAS |
| MAYOR |

| ATTEST

BY: _____
DONNA R. NORRIS, CMC
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. Contractor/Service Provider Contract Administration:

KLEINFELDER, INC. (FORMERLY SIMON WONG ENGINEERING, INC.)
550 West C Street, Suite #1200, San Diego, CA 92101
619-831-4548
jfrost@kleinfelder.com

For Legal Notice Copy to:

Kleinfelder, Inc.
Mark Creveling, PE
550 West C Street, Suite #1200, San Diego, CA 92101
619-831-4549
mcreveling@kleinfelder.com

2. Required Services

A. General Description:

Kleinfelder, Inc. will provide bid and construction support services for the Willow Street Bridge Replacement Project.

B. Detailed Description:

> Task 8.A.3 Bid and Construction Services

Consultant along with key subconsultants will provide construction support services to assure the project is completed in accordance with the intent of the final design and support City and construction management consultant in completing the construction phase of the project. Construction support may include attending monthly meetings, addressing constructability

review comments, bid support, survey datum control, construction observation of critical phases of work, and as-built plan detailing.

3. Term: In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin [November 8, 2016] 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 Contractor/Service Provider as herein required, City shall pay Contractor/Service Provider for the productive hours of time spent by Contractor/Service Provider in the performance of said Services, at the rates or amounts as indicated in the attached Exhibit B and summarized below:

Original Agreement	1st Amendment Agreement	2nd Amendment Agreement	3rd Amendment Agreement
Task 8.A.1 - \$613,894.00	Task 8.A.1 - \$434,816.00	Task 8.A.1 - \$0.00	Task 8.A.1 - \$0.00
Task 8.A.2 - \$484,620.00	Task 8.A.2 - \$301,107.00	Task 8.A.2 - \$352,740.00	Task 8.A.2 - \$0.00
Task 8.A.3 - \$83,377.00	Task 8.A.3 - \$21,338.00	Task 8.A.3 - \$256,988.00	Task 8.A.3 - \$383,877.00
\$1,181,891.00	\$757,261.00	\$609,728.00	\$383,877.00

New Contract Amount (Base + First, Second, and Third Amendments) = \$2,932,757.00

B. Reimbursement of Costs

Invoiced for agreed-upon amounts as identified in Exhibit B

5. Special Provisions:

Permitted Sub-Contractor/Service Providers:

- AECOM
- Chang Consultants
- Geocon, Inc.
- Kimley-Horn and Associates
- KTU+A

Exhibit B

TASK ANALYSIS
PRIME CONSULTANT - SIMON WONG ENGINEERING

POSITION	PRINCIPAL	SENIOR PROJECT MANAGER	SENIOR ENGINEER II	ASSOCIATE ENGINEER II	SENIOR TECHNICIAN	PROJECT ADMINISTRATOR	Direct Costs	TOTAL	Addendum No. 3
STAFF									
II - FINAL DESIGN									
2.1	Proj Management & Admin		4			8		12	\$ 1,804
2.2	Project Meetings		4		4			8	\$ 1,443
2.3	Final Foundation Report								\$ -
2.4	Bridge Design								\$ -
2.4.2	Bridge Architectural Details								\$ -
2.5	Bridge Removal / Phasing Plans								\$ -
2.6	Grading Plans								\$ -
2.7	Roadway Improvements								\$ -
2.8	Traffic Control (Detour) Plans								\$ -
2.9	Signing and Striping								\$ -
2.10	Utility Relocations								\$ -
2.11	Landscaping / Hardscaping and Irrigation Plans								\$ -
2.12	Erosion Control / BMP's								\$ -
2.13	Traffic Signaling								\$ -
2.14	Street Lighting								\$ -
2.15	Legal Desc / ROW Plats / Easement Docs.								\$ -
2.16	QA/QC Review (65%, 95% & 100%)								\$ -
2.17	Specifications								\$ -
2.18	65% PS&E Submittal								\$ -
2.19	Review and Respond to Comments								\$ -
2.20	Bridge Independent Check								\$ -
2.21	Quantities / Check / Estimate / Bid List								\$ -
2.22	95% PS&E Submittal								\$ -
2.23	Review and Respond to Comments		24	93	8	8	\$ 5,000	133	\$ 20,239
2.24	100% PS&E Submittal			4		2		14	\$ 1,658
2.25	Revisions to 100% PS&E (Catrans SLA)		7	60		3.5		70.5	\$ 9,848
2.26	Revisions to RFA Con (Caltrans SLA)		20	92	30	16	\$ 4,000	160	\$ 23,104
SUBTOTAL			59	249	42	26	\$ 9,000	397.5	\$ 58,096
DIRECT COSTS									\$ 9,000
SUBTOTAL									\$ 67,096
III - BIDDING AND CONSTRUCTION SUPPORT									
3.1	Proj Management & Admin		46			102		148	\$ 21,750
3.2	Project Meetings		160	320			\$3,000	480	\$ 81,283
3.3	Bid Support / Addenda / Analysis		20	20				40	\$ 7,578
3.4	Environmental Monitoring								\$ -
3.5	Construction Support / Observations								\$ -
3.5.1	Construction Observation for the Bridge			100	60		\$1,000		\$ 19,576
3.5.2	Review of Submittals			100	320		\$500		\$ 48,451
3.5.3	Responses to Requests for Information		40	200	100				\$ 46,921
3.6	As-Built Plans		10	40		40	\$540	90	\$ 14,403
	Subconsultants						\$55,000		\$ -
SUBTOTAL			276	780	480	40	\$60,040	1678	\$ 239,962
DIRECT COSTS									\$ 60,040
SUBTOTAL									\$ 300,002
TOTALS			335	1029	522	66	\$69,040.00	2075.5	\$ 367,098

2016 Hourly Rate Schedule - OH Rates

PRINCIPAL	SENIOR PROJECT MANAGER	SENIOR ENGINEER II	ASSOCIATE ENGINEER II	SENIOR TECHNICIAN	PROJECT ADMINISTRATOR	Direct Costs
\$ 261.05	\$ 249.78	\$ 129.12	\$ 111.06	\$ 168.50	\$ 100.59	