

**FIRST AMENDMENT  
to Agreement between the  
City of Chula Vista  
and  
Kimley-Horn and Associates, Inc  
to provide Civil Engineering Consulting Services for Various Capital Improvement  
Program Projects**

This FIRST AMENDMENT (“Amendment”) is entered into effective as of July 9, 2019 (“Effective Date”) by and between the City of Chula Vista (“City”) and Kimley-Horn and Associates, Inc (“Consultant”) with reference to the following facts:

**RECITALS**

WHEREAS, City and Consultant previously entered into the City of Chula Vista Consultant Services Agreement with Kimley-Horn and Associates, Inc. to Provide Civil Engineering Consulting Services for Various Capital Improvement Program Projects, , Agreement Control Number 17116 and Resolution Number 2017-178, on November 1, 2017 (“Original Agreement”); and

WHEREAS, the City has identified additional services that it desires to have Consultant perform pursuant to the terms of the Original Agreement; and

WHEREAS, the Parties anticipate that the performance of the additional services will require payment to Consultant in excess of the annual not-to-exceed amount of \$500,000 as set forth in Section 4.B of the Original Agreement; and

WHEREAS, Section 8.1 of the Original Agreement provides that the parties are permitted to modify the Agreement by means of a written amendment executed by both Parties; and

WHEREAS, the Parties wish to increase the Original Agreement’s annual not-to-exceed amount as shown in Exhibit A, Section 4 of the Original Agreement, from \$500,000 to \$750,000 and total contract maximum not-to-exceed amount from \$2,000,000 to \$2,250,000.

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, Scope of Work and Payment Terms, Section 4.B of the Original Agreement is amended as follows:

“Limitation without Further Authorization on Time and Materials Arrangement. Each Project assigned will set a not-to-exceed fee for all time, material, and costs permitted to be incurred for that Project. In addition, the combined total for all time, materials, and costs on all assigned Projects from the Effective Date through October 31, 2018 shall not exceed \$500,000.00 and the combined total for all time, materials, and costs on all assigned Projects from November 1, 2018 to October 31,

2019 shall not exceed ~~\$500,000~~ \$750,000. If the City exercises its option to extend the Agreement, the amount to be paid to the Consultant for all time, materials, and costs provided during the term of that extension shall not exceed \$500,000.00. If the City exercises all additional options to extend the Agreement, the total amount to be paid to the Consultant for all time, materials, and costs during the Term and optional extension periods shall not exceed ~~\$2,000,000.00~~ \$2,250,000.00.”

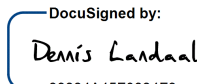
2. Except as expressly provided herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.
2. Each party represents that it has full right, power and authority to execute this FIRST Amendment and to perform its obligations hereunder, without the need for any 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.

**[End of page. Next page is signature page.]**

**SIGNATURE PAGE TO FIRST  
AMENDMENT  
TO  
THE CITY OF CHULA VISTA CONSULTANT SERVICES AGREEMENT WITH  
KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE CIVIL ENGINEERING  
CONSULTING SERVICES FOR VARIOUS CAPITAL IMPROVEMENT PROGRAM  
PROJECTS**

KIMLEY-HORN AND ASSOCIATES, INC

CITY OF CHULA VISTA

BY:   
39334A45F0834F3...  
DENNIS LANDALL  
SENIOR VICE PRESIDENT

BY: \_\_\_\_\_  
MARY CASILLAS SALAS  
MAYOR

ATTEST

BY: \_\_\_\_\_  
KERRY K. BIGELOW, MMC  
CITY CLERK

APPROVED AS TO FORM

BY: \_\_\_\_\_  
GLEN R. GOOGINS  
CITY ATTORNEY