

**FOURTH AMENDMENT
to Agreement between the
City of Chula Vista
and
Fehr & Peers
To Provide Professional Services Supporting City of Chula Vista
Implementation of Senate Bill (SB) 743**

This FOURTH AMENDMENT (FOURTH Amendment) is entered into effective as of January 5, 2022 (the “Effective Date”) by and between the City of Chula Vista (City) and Fehr & Peers (Consultant) with reference to the following facts:

RECITALS

WHEREAS, City and Consultant previously entered into a Consultant Services Agreement to Provide Professional Services Supporting City of Chula Vista Implementation of Senate Bill (SB) 743 (the “Original Agreement”) on December 10, 2019; and

WHEREAS, City and Consultant previously entered into a FIRST Amendment to the Original Agreement on March 3, 2020; and

WHEREAS, City and Consultant previously entered into a SECOND Amendment to the Original Agreement on November 20, 2020; and

WHEREAS, City and Consultant previously entered into a THIRD Amendment to the Original Agreement on May 17, 2021; and

WHEREAS, City and Consultant desire to amend the Original Agreement for a fourth time to provide additional professional services (Additional Services), as more specifically set forth below.

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, Section 1 (Revised herein), Section 2 (Revised herein), Task F (Added herein), Section 3 (Revised herein), Section 4 (Added herein), Section 5 (Revised herein) entitled Amended Scope of Work and Payment Terms, is hereby amended, 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 FOURTH Amendment and to perform its obligations hereunder, without the need for any further action under its governing instruments, and the parties executing this FOURTH

Amendment on the behalf of such party are duly authorized agents with authority to do so.

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**SIGNATURE PAGE TO FOURTH
AMENDMENT
TO
CONSULTANT SERVICES AGREEMENT TO PROVIDE PROFESSIONAL
CONSULTING SERVICES SUPPORTING CITY OF CHULA VISTA
IMPLEMENTATION OF SENATE BILL (SB) 743**

CONSULTANT'S NAME

CITY OF CHULA VISTA

BY: _____
SARAH BRANDENBERG
REGIONAL PRINCIPAL IN CHARGE

BY: _____
SARAH SCHOEN
DIRECTOR OF FINANCE

APPROVED AS TO FORM

BY: _____
GLEN R. GOOGINS
CITY ATTORNEY

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

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:

Scott Barker
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5247
SBarker@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.gov

B. Contractor/Service Provider Contract Administration:

Fehr & Peers
555 West Beech Street, Suite 302
619-758-3001
K.Cole@fehrandpeers.com

For Legal Notice Copy to:

Katy Cole
555 West Beech Street, Suite 302
619-758-3001
K.Cole@fehrandpeers.com

2. Required Services

A. General Description:

Consultant shall prepare cost estimates for specified transportation facilities whose construction would be funded by the City's Development Impact Fee programs.

B. Detailed Description:

Task F – Cost Estimates

Cost Estimating Approach

Roadways and Highways, including Ramps. Consultant shall develop a detailed master spreadsheet identifying typical costs for the construction of a ¼-mile segment of each classification

of roadway, including eligible grading costs, demolition, eligible utilities, surface improvements, construction phase and permanent storm water best management practices, street lighting, landscaping and irrigation, signage and striping, etc. Detailed costs will be further refined based upon eligible reimbursement costs for each classification. Where applicable, such as existing roadways to be widened, areas of right-of-way acquisition and traffic control costs will be estimated.

Bridges. Consultant shall develop new bridge and bridge widening costs based upon recent bridges designed by Consultant. Underpass widening will assume they can be widened without reconstructing the overpass bridge through such methods as tie-back walls.

Traffic Signals. Traffic signal costs for full intersections shall be based upon intersection geometrics – i.e., number of lanes for each leg of the intersection. Modifications to existing traffic signals shall be based upon specific signal modifications and will account for reconstruction of pedestrian ramps, as necessary, to assure compliance with Americans with Disabilities Act standards.

Unit Costs. Unit costs shall be based upon Consultant’s database of unit costs, Caltrans Contract Cost Data, or other cost data requested/approved by the City.

Soft Costs. Soft costs shall be as specified in the City’s Transportation Development Impact Fee ordinances.

Prevailing Wage. All cost estimates will incorporate prevailing wage for relevant trades.

Project Cost Summary. Each project will have its own detailed cost spreadsheet with the estimated costs plus a 15% construction contingency.

Cost Estimating Services

Task 1 – Meetings: Consultant shall attend up to four one-hour virtual meetings with the City.

Task 2 – Data Collection: Consultant shall research unit costs for similar types of construction and become familiar with the scope and general issues associated with each project site. Further, Consultant shall identify the geometrics and amenities associated with each classification of roadway and develop typical quantity sheets for each, as described above under the “Cost Estimating Approach” section.

Task 3 – Cost Estimates and Exhibits: Upon completion of the data collection task, Consultant shall prepare Microsoft Excel spreadsheets for each project, as described under the “Cost Estimating Approach” section. Consultant will also prepare a single-sheet 8-1/2” x 11” location exhibit for each project. In combination, the spreadsheet and exhibit shall be organized consistent with cost estimates included in the 2014 nexus studies, including unit costs and soft costs, and shall be comparable to the earlier estimates. This task assumes one round of review and revisions for cost estimates and exhibits.

Task 4 – Technical Memorandum: Consultant shall prepare a technical memorandum documenting data sources and all assumptions for the project cost estimates. This task assumes one round of review and revisions.

Task 5 – Management and Coordination: Consultant shall provide management and peer review services to ensure quality deliverables and schedule adherence.

3. Term: In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin January 5, 2022 and end on June 20, 2022 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 in Section 4.A. of the Original Agreement, with the task budgets modified as shown below:

Tasks	Current Total Budget	Changes with Additional Services	Revised Total Budget with Additional Services
A. Research and Initial Outreach	\$ 22,831	\$ -	\$ -
B. Recommendations and Preliminary Work Products	\$ 111,175	\$ -	\$ -
C. Follow up Meetings, Final Work Products, and City Council Actions	\$ 17,847	\$ -	\$ -
D. Meetings and Project Management	\$ 41,353	\$ -	\$ -
Contingency 1	\$ -	\$ -	\$ -
OT* A. VMT Analysis for Fee Programs (in General Plan)	\$ 9,000	\$ -	\$ -
OT* B. Mobility Fee	\$ 117,086	\$ -	\$ -
OT* C. Mitigation/In-Lieu Fees	\$ 120,926	\$ -	\$ -
Contingency 2	\$ 13,145	\$ -	\$ -
E. Multi-modal Master Plan and NEV Network	\$ 62,000	\$ -	\$ -
F. Cost Estimates	\$ -	\$ 96,310	\$ 96,310
Total for all Tasks	\$ 515,363	\$ 96,310	\$ 611,673

* Identified as an Optional Task in Section 2.B. of the Original Agreement. City authorized Fehr & Peers to perform all Optional Tasks on July 15, 2020.

Notwithstanding the foregoing, the maximum amount to be paid to the Consultant for services performed through June 30, 2022 shall not exceed \$611,673.00. If the City exercises its option to extend the Agreement, the amount to be paid to the Consultant for services provided during the term of that extension shall not exceed the amount mutually agreed to by the City and Consultant. If the City exercises all additional options to extend the Agreement, the total amount to be paid to the Consultant for services provided during the initial and optional extension periods shall not exceed the amount mutually agreed to by the City and Consultant.

5. Special Provisions:

- None