

**FIRST AMENDMENT
TO THE NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT
FOR OPTION NO. 3**

This FIRST AMENDMENT TO THE NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT FOR OPTION NO. 3 (“First Amendment”) is entered into effective as of August 9, 2022 (“Effective Date”) by and between the City of Chula Vista (“City”) and Kleinfelder Construction Services, 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 Kleinfelder Construction Services, Inc. to Provide On-call CIP Construction Management Consulting Services (“Agreement”) on November 7, 2017 with a two-year term and an option to extend the Agreement for an additional three 1-year periods; and

WHEREAS, City and Consultant executed a first Notice of Exercise of Option to Extend Agreement (“First Option”) with a term from November 8, 2019 to November 7, 2020 and a maximum compensation for option term of \$1,000,000.00 during the First Option term; and

WHEREAS, on September 15, 2020, City approved a first amendment to the First Option that increased the maximum compensation for option by \$1,000,000.00, for a new total maximum compensation for option term of \$2,000,000.00 during the First Option term; and

WHEREAS, City and Consultant executed a second Notice of Exercise of Option to Extend Agreement (“Second Option”) with a term from November 8, 2020 to November 7, 2021 and a maximum compensation for option term of \$1,000,000.00 during the Second Option term; and

WHEREAS, City and Consultant executed a third Notice of Exercise of Option to Extend Agreement (“Third Option”) with a term from November 8, 2021 to November 7, 2022 and a maximum compensation for option term of \$1,000,000.00 during the Third Option term; and

WHEREAS, section 8.1 of the Original Agreement provides that the parties are permitted to modify the Agreement by means of a writing executed by both parties; and

WHEREAS, City and Consultant desire to amend the Third Option to increase the maximum compensation for option by \$1,000,000.00, for a new total maximum compensation for option term of 2,000,000.00 during the Third Option term.

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. The Notice of Exercise of Option to Extend Agreement, attached hereto and incorporated herein as Exhibit A fully amends and restates the Third Option.
2. Except as expressly provided herein, all other terms and conditions of the 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 First Amendment on the behalf of such party are duly authorized agents with authority to do so.

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**SIGNATURE PAGE TO
THE FIRST AMENDMENT TO THE
NOTICE OF EXERCISE OF
OPTION TO EXTEND AGREEMENT FOR OPTION NO. 3**

CITY OF CHULA VISTA

KLEINFELDER CONSTRUCTION
SERVICES, INC.

BY:

Marc McIntyre
Vice President

BY:

MARY CASILLAS SALAS
MAYOR

ATTEST

BY: _____
KERRY BIGELOW, MMC
City Clerk

APPROVED AS TO FORM

BY: _____
Glen R. Googins
City Attorney

**EXHIBIT A
AMENDED AND RESTATED
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT**

Pursuant to the terms of that certain agreement entitled Consultant Services Agreement with Kleinfelder Construction Services, Inc. (“Agreement”), entered into effective November 7, 2017, between the City of Chula Vista (“City”) and Kleinfelder Construction Services, Inc. (“Consultant”), City hereby exercises its option to extend term of the Agreement as follows:

OPTION NO.	3 OF 3
OPTION TERM:	November 8, 2021
	November 7, 2022

MAXIMUM COMPENSATION FOR OPTION TERM (AS AUTHORIZED BY ORIGINAL AGREEMENT):	\$1,000,000.00
	\$2,000,000.00

For services performed during this Option Term, City shall compensate Consultant pursuant to the same terms and conditions as provided for in Section 2 of the Agreement, **except that the compensation amounts set forth therein shall be increased by 3.5% for the Option Term, as authorized under the Agreement.** In no event shall the compensation paid for this Option Term exceed the “Maximum Compensation for Option Term” amount, as set forth above.

All other terms and conditions of the Agreement shall remain in full force and effect.