

**FOURTH 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 FOURTH AMENDMENT ("Fourth Amendment") is entered into effective as of May 24, 2022 ("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 to Provide Civil Engineering Consulting Services for Various Capital Improvement Program Projects ("Original Agreement") on November 1, 2017; 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, on July 19, 2019, the parties entered into a First Amendment to the Original Agreement ("First Amendment") to increase the annual not-to-exceed amount for the second year of the term of the Original Agreement from \$500,000 to \$750,000; and

WHEREAS, on March 16, 2021, the parties entered into a Second Amendment to the Original Agreement ("Second Amendment") to add additional required services, add subconsultants, increase the annual total not-to-exceed amount during the option term from \$500,000 to \$1,300,000, and extend the length of the term; and

WHEREAS, on October 31, 2021, the parties entered into a Third Amendment to extend the length of the term to October 31, 2022 to complete the in-progress Projects; and

WHEREAS, the parties desire to enter into this Fourth Amendment to increase the total contract not-to-exceed amount from \$3,050,000 to \$3,900,000 and update the subconsultant labor rates.

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 3 of the Agreement is amended and restated as follows:

"Term: In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin on November 1, 2017 and end on June 30, 2023."

2. Exhibit A, Scope of Work and Payment Terms, Section 4.B of the Agreement is amended and restated as follows:

“B. Reimbursement of Costs

☒ Invoiced or agreed-upon amounts as follows:

For the cost of out-of-pocket expenses incurred by Consultant in the performance of services herein required, City shall pay Consultant at the rates or amounts set forth below:

Initial Scope meeting	No Cost
In County Travel Time	No Cost
Reports, Original, Mylar	No Cost
Copies, Reproductions of Final Reports/Mylars	Cost Plus 10%
Outside Services	Cost Plus 15%
Delivery	Cost Plus 10%
Long Distance Telephone Charges	No Cost
Other Actual Identifiable City- Approved Direct Costs	Cost Plus 10%
Mileage	IRS Standard Mileage Rate

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. The combined total for all time materials, and costs on all assigned Projects from November 1, 2017 through October 31, 2018 shall not exceed \$500,000. The combined total for all time, materials, and costs on all assigned Projects from November 1, 2018 to October 31, 2019 shall not exceed \$750,000. The combined total for all time, materials, and costs on all assigned Projects from November 1, 2019 to October 31, 2020 shall not exceed \$500,000. The combined total for all time, materials, and costs on all assigned Projects from November 1, 2020 to May 17, 2022, shall not exceed \$1,300,000. The combined total for all time, materials, and costs on all assigned Projects from May 18, 2022 to June 30, 2023, shall not exceed \$850,000. The total amount to be paid to the Consultant for all time, material, and costs during the entire term of the contract, including all extensions, shall not exceed \$3,900,000.”

3. The Rate Schedules for the Consultant’s and subconsultants’ performance of Required Services from May 25, 2022 through June 30, 2023 shall be at the rates

provided in Exhibit 1 which is attached hereto and incorporated herein by this reference.

4. Except as expressly provided herein, all other terms and conditions of the Original Agreement, as amended, shall remain in full force and effect.
5. 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.

**SIGNATURE PAGE TO FOURTH 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: _____
DENNIS LANDAAL
SENIOR VICE PRESIDENT

BY: _____
MARIA V. KACHADOORIAN
CITY MANAGER

APPROVED AS TO FORM

BY: _____
GLEN R. GOOGINS
CITY ATTORNEY