

**FIRST AMENDMENT
to Agreement between the
City of Chula Vista
and
DUDEK
For CIVIL ENGINEERING SERVICES AND PLANNING SERVICES**

This FIRST AMENDMENT “Amendment” is entered into effective as of April 14, 2026 “Effective Date” by and between the City of Chula Vista (“City”) and DUDEK “Consultant” with reference to the following facts:

RECITALS

WHEREAS, City and Consultant previously entered into City of Chula Vista Consultant Services Agreement with Dudek to Provide Civil Engineering Services and Planning Services “Original Agreement” on July 1, 2024; and

WHEREAS, City and Consultant desire to amend the Agreement to change the not to exceed amount, increasing the maximum amount to be paid to the consultant for services performed through June 30, 2027 from \$750,000.00 to \$1,200,000.00 as more specifically set forth below; and

WHEREAS, City desires to continue employing the services of a consultant to provide civil engineering services and planning services; and

WHEREAS, at its sole discretion, City reserves the right to use or not use Consultant for said services based on City's needs; and

WHEREAS, Consultant warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Consultant to City in accordance with the time frames and the terms and conditions of the Original Agreement and this First Amendment; 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 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.

**SIGNATURE PAGE TO FIRST
AMENDMENT
TO
ATTACHMENT 1 - FIRST AMENDMENT TO THE CONSULTANT SERVICES
AGREEMENT WITH DUDEK.DOCX**

DUDEK

CITY OF CHULA VISTA

BY: _____
JOSEPH MONACO
PRESIDENT AND CEO

BY: _____
TIFFANY ALLEN
CITY MANAGER

APPROVED AS TO FORM

BY: _____
Marco Verdugo
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:

Jay Alvarado
City of Chula Vista
Development Services Department
276 Fourth Avenue, Chula Vista, CA 91910
619-409-5805
JayAlvarado@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:

DUDEK
605 Third Street, Encinitas, CA 92024
760-942-5147
Legal@dudek.com

For Legal Notice Copy to:

Amy Paul
605 Third Street, Encinitas, CA 92024
760-942-5147
Legal@dudek.com

2. Required Services

A. General Description:

Consultant shall provide professional civil engineering services and planning services as requested by the City.

B. Detailed Description:

When requested by the City, Consultant shall provide professional civil engineering services:

- a. General civil engineering services, including plan review
- b. Geotechnical study review and/or preparation
- c. Water quality & drainage study review and/or preparation
- d. Transportation study review and/or preparation

When requested by the City, Consultant shall provide professional planning services:

- a. Review and/or prepare California Environmental Quality Act (CEQA) documents (EIR, MND, ND)
- b. Review and/or prepare CEQA technical studies, including but not limited to:
 - i. Biology
 - ii. Air quality/GHG
 - iii. Noise
 - iv. Cultural
 - v. Hazards
- c. Historic preservation

3. Term: In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin April 14, 2026 and end on June 30, 2027 for completion of all Required Services.

4. Compensation:

A. Form of Compensation

Time and Materials. For performance of the Required Services by Consultant as identified in Section 2.B., above, City shall pay Consultant for the productive hours of time spent by Consultant in the performance of the Required Services, at the rates or amounts indicated below:

Engineering Services	Environmental Services
Project Director \$335.00/hr	Senior Project Director \$330.00/hr
Principal Engineer III \$310.00/hr	Project Director \$285.00/hr
Principal Engineer II \$290.00/hr	Senior Specialist V \$260.00/hr
Principal Engineer I \$280.00/hr	Senior Specialist IV \$245.00/hr
Program Manager \$265.00/hr	Senior Specialist III \$235.00/hr
Senior Project Manager \$265.00/hr	Senior Specialist II \$225.00/hr
Project Manager \$255.00/hr	Senior Specialist I \$210.00/hr
Senior Engineer III \$250.00/hr	Specialist V \$195.00/hr
Senior Engineer II \$240.00/hr	Specialist IV \$185.00/hr
Senior Engineer I \$230.00/hr	Specialist III \$175.00/hr
Project Engineer IV/Technician IV \$220.00/hr	Specialist II \$165.00/hr
Project Engineer III/Technician III \$210.00/hr	Specialist I \$155.00/hr
Project Engineer II/Technician II \$200.00/hr	Analyst V \$145.00/hr
Project Engineer I/Technician I \$180.00/hr	Analyst IV \$135.00/hr
3D Production Manager \$210.00/hr	Analyst III \$125.00/hr
Senior Designer II \$200.00/hr	Analyst II \$115.00/hr
Senior Designer I \$195.00/hr	Analyst I \$105.00/hr
Designer \$185.00/hr	Technician III \$90.00/hr
Assistant Designer \$180.00/hr	Technician II \$80.00/hr
CADD Operator III \$175.00/hr	Technician I \$70.00/hr

<p>CADD Operator II \$165.00/hr CADD Operator I \$145.00/hr CADD Drafter \$135.00/hr CADD Technician \$120.00/hr Project Coordinator \$155.00/hr Engineering Assistant \$125.00/hr</p>	
<p>Mapping and Surveying Services Application Developer II \$220.00/hr Application Developer I \$155.00/hr GIS Analyst V \$205.00/hr GIS Analyst IV \$170.00/hr GIS Analyst III \$150.00/hr GIS Analyst II \$135.00/hr GIS Analyst I \$125.00/hr UAS Pilot \$145.00/hr Survey Lead \$235.00/hr Survey Manager \$210.00/hr Survey Crew Chief \$165.00/hr Survey Rod Person \$120.00/hr Survey Mapping Technician \$95.00/hr</p>	<p>Construction Management Services Principal/Manager \$195.00/hr Senior Construction Manager \$185.00/hr Senior Project Manager \$180.00/hr Construction Manager \$175.00/hr Project Manager \$170.00/hr Resident Engineer \$175.00/hr Construction Engineer \$170.00/hr On-site Owner’s Representative \$160.00/hr Prevailing Wage Inspector \$155.00/hr Construction Inspector \$145.00/hr Administrator/Labor Compliance \$120.00/hr</p>
<p>Hydrogeology/HazWaste Services Project Director \$335.00/hr Principal Hydrogeologist/Engineer III \$310.00/hr Principal Hydrogeologist/Engineer II \$300.00/hr Principal Hydrogeologist/Engineer I \$290.00/hr Senior Hydrogeologist V/Engineer V \$265.00/hr Senior Hydrogeologist IV/Engineer IV \$255.00/hr Senior Hydrogeologist III/Engineer III \$245.00/hr Senior Hydrogeologist II/Engineer II \$235.00/hr Senior Hydrogeologist I/Engineer I \$225.00/hr Project Hydrogeologist V/Engineer V \$215.00/hr Project Hydrogeologist IV/Engineer IV \$205.00/hr Project Hydrogeologist III/Engineer III \$195.00/hr Project Hydrogeologist II/Engineer II \$185.00/hr Project Hydrogeologist I/Engineer I \$175.00/hr Hydrogeologist/Engineering Assistant \$140.00/hr HazMat Field Technician \$125.00/hr</p>	<p>District Management & Operations District General Manager \$230.00/hr District Engineer \$215.00/hr Operations Manager \$165.00/hr District Secretary/Accountant \$145.00/hr Collections System Manager \$145.00/hr Grade V Operator \$135.00/hr Grade IV Operator \$115.00/hr Grade III Operator \$110.00/hr Grade II Operator \$90.00/hr Grade I Operator \$80.00/hr Operator in Training \$75.00/hr Collection Maintenance Worker \$80.00/hr</p>
<p>Creative Services Creative Services IV \$175.00/hr Creative Services III \$150.00/hr Creative Services II \$140.00/hr Creative Services I \$125.00/hr</p>	<p>Publications Services Technical Editor IV \$175.00/hr Technical Editor III \$150.00/hr Technical Editor II \$140.00/hr Technical Editor I \$125.00/hr Publications Specialist IV \$130.00/hr Publications Specialist III \$115.00/hr</p>

	Publications Specialist II \$110.00/hr Publications Specialist I \$100.00/hr Clerical Administration \$90.00/hr
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B. Reimbursement of Costs

- Material and Outside Services - Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.
- Travel Expenses - Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.

Notwithstanding the foregoing, the maximum amount to be paid to the Consultant for services performed through June 30, 2027 shall not exceed \$1,200,000.00. 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 \$250,000.00. 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 \$1,700,000.00.

5. Special Provisions:

Permitted Sub-Contractor/Service Providers: None

Security for Performance: None

Options to Extend: Notwithstanding the completion date set forth in section 3.C., above, City has option to extend this Agreement for up to two additional years, in one-year increments. The Director of Finance/Treasurer shall be authorized to exercise the extensions on behalf of the City. If the City exercises an option to extend, each extension shall be on the same terms and conditions contained herein, provided that the amounts specified in Section 3 above may be increased by up to \$250,000.00 for each extension. The City shall give written notice to Contractor/Service Provider of the City's election to exercise the extension. Such notice shall be provided at least 30 days prior to the expiration of the term.