

## Attachment B to Agenda File No. 2015-1680

**AMENDMENT NO. 3 TO AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
HKS ARCHITECTS, P.C.  
for  
COMPREHENSIVE INTEGRATED PORT MASTER PLANNING  
AGREEMENT NO. 101-2013**

The parties to this Amendment No. 3 to Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and HKS ARCHITECTS, P.C., a Texas Corporation (Service Provider).

Recitals:

District and Service Provider are parties to an Agreement for Comprehensive Integrated Port Master Planning, on file in the Office of the District Clerk as Document No. 60825 dated September 27, 2013, as amended by Amendment No. 1, on file in the Office of the District Clerk as Document No. 62107 dated July 23, 2014 and Amendment No. 2, on file in the Office of the District Clerk as Document No. 63590 dated June 29, 2015. It is now proposed to modify Service Provider's name, extend the Agreement term from January 31, 2016, to January 31, 2019, increase the agreement amount by \$380,000.00 from a total of \$1,300,000.00 to \$1,680,000.00, and amend the certain sections of the Agreement and the scope of work.

The Parties Agree:

1. Service Provider will be referred to as HKS Architects, P.C., formerly referred to as HKS Architects, Inc.
2. Section 2, **TERM OF AGREEMENT**, is hereby extended and shall terminate on January 31, 2019; provided, however, individual tasks, as described in Attachment 1 of this Amendment No. 3 may be terminated sooner upon written notification by the District to Service Provider (Task Termination). Such Task Termination shall not relieve the District from payment on the corresponding task pursuant to Attachment 2 of this

Amendment and shall not terminate the Agreement, but shall end Service Provider's services and work on the corresponding task.

3. Section 3.a, **Maximum Expenditure**, is hereby increased by \$380,000.00 from a total of \$1,300,000.00 to \$1,680,000.00.

4. The following Section 22 is hereby added to the Agreement:

22. **DISCLOSURE:** Within 5 business days of execution of this Agreement by the District and Service Provider, Service Provider shall disclose to the District, in writing, its current clients (Client List). Thereafter, on a quarterly basis or at the District's written request, Service Provider shall provide the District its Client List.

5. Attachment A, **SCOPE OF SERVICES**, is hereby amended to add On-Going As-Needed Integrated Planning Support Services as follows:

**On-Going As-Needed Integrated Planning Support Services**

The following scope of work defines on-going as-needed services to be provided by HKS Architects, P.C. (HKS) at the direction of District staff and/or the Board pursuant to District policies and practices and consistent with the Board-approved tasks and budget for Integrated Planning as outlined in the July 22, 2015 Special Meeting Agenda. District staff and/or the Board will review and comment on the work produced by HKS and HKS will revise accordingly. The District and/or Board will have the final approval authority, if applicable. HKS will provide on-going visioning and advisory services for the District's various long range planning efforts, including the Port Master Plan Update and other planning initiatives as-needed to support the Integrated Planning effort.

The on-going visioning support will allow for further development of foundational content (i.e., Framework Report), which will inform drafting of the Port Master Plan Update, as well as provide a bridge between the visioning conducted for Integrated Planning and that may be needed for other planning initiatives. The work anticipated to be provided by HKS will overlap with work to be completed by a new team of planning consultants assigned to draft the content of the Port Master Plan Update document and will serve to complement refinement of the vision as drafting of the Port Master Plan Update begins. The Integrated Planning Support Services will include the following two parts:

## **Part 1: Port Master Plan Update (Advisement)**

## **Part 2: Other Planning Initiatives to Support Integrated Planning (Visioning)**

HKS tasks and work efforts, as directed and reviewed by District staff, include, but are not limited to:

### **Part 1: Port Master Plan Update (Advisement)**

- a. Provide guidance to District staff and the consultant team preparing the Draft Port Master Plan Update, with an emphasis on continuity between the baywide Vision as informed by the Values, Standards, Guiding Principles, and the Framework Report.
- b. Interpret, as necessary, concepts and ideas in the Framework Report for use by the consultant team preparing the Draft Port Master Plan Update.
- c. Provide additional design support as requested to further refine or define concepts and ideas for inclusion in the Draft Port Master Plan Update.
- d. Provide internal and external presentations, as directed by the District. Serve in a lead role, or assist, at public meetings, workshops, and other gatherings.
- e. Attend, either in person or by phone, Board workshops and meetings, Commissioner briefings, Board ad-hoc committee meetings, stakeholder meetings and gatherings, and planning sessions with District staff and consultants.
- f. Provide public meeting planning support and preparation, including development of presentations, as requested by District staff.

### **Part 2: Other Planning Initiatives to Support Integrated Planning (Visioning)**

- g. As directed and reviewed by District staff, assess other planning initiatives in defined study areas and define a series of land and water uses scenarios. The assessments should contain enough detail to identify and evaluate land and water uses, circulation systems, public access issues, and open space opportunities. Assessments may include:
  - 2-D CADD-based conceptual land and water use plans (maps with free hand and color illustrator overlays)
  - Land and water use scenario options addressing parks and open space, water front access, land and water use, leasable land, building density projections, and parking.
  - Block plans
  - Building height and massing
  - Public realm typologies and designations
- h. Attend, either in person or by phone, Board workshops and meetings, Board ad-hoc committee meetings, Commissioner briefings, stakeholder meetings and gatherings, and planning sessions with District staff and consultants in support of other, to be determined planning initiatives.
- i. Provide public meeting planning support and preparation, including development of presentations, as requested.

Work associated with the above-described tasks shall only be conducted as specified under Task Authorization(s) issued by District staff in advance of work to be performed. Said Task Authorization shall specify the duration of the work associated with the work to be performed and may include a Task Termination date, as defined in Section 2 of the Agreement.

6. Attachment C, **COMPENSATION & INVOICING**, is hereby amended to add On-Going As-Needed Integrated Planning Support Services compensation information as follows:

**On-Going As-Needed Integrated Planning Support Services**

**1. COMPENSATION**

Professional services shall be invoiced in accordance with the following:

<b>Tasks</b>		<b>Cost</b>
Part 1	Port Master Plan Update (Advisement)	\$180,000
Part 2	Other Planning Initiatives to Support Integrated Planning (Visioning)	\$200,000
<b>Total:</b>		<b>\$380,000</b>

**Part 1 Fee Assumptions: Port Master Plan Update Advisement**

Part 1 includes support for the Port Master Plan Update in response to requests for information by District staff and/or the Port Master Plan Update planning consultant team. Part 1 is a Fixed-Fee amount equating to a monthly retainer of \$5,000. The total contract for Part 1 is \$180,000 covering a period of three years. As illustrated in the table below, Part 1 assumes participation in weekly team calls along with additional time for advisement to District Staff and/or the PMP planning consultant.

The actual number of hours may fluctuate according to the needs of the work effort and if travel is necessary. Therefore, the retainer estimates approximately 24 hours per month, with the possibility of *more or less* time spent per actual month, but with an overall work effort of no more than 288 hours per fiscal year.

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**Part 1 Estimated Hours: Port Master Plan Update Advisement**

<b>Activity</b>	<b>Description of Activity</b>	<b>Estimate Cost</b>	<b>Total</b>
<i>Weekly team meetings</i>	<ul style="list-style-type: none"><li>Assumes one (1) hour for each team meeting.</li><li>Assumes half (.5) hour of prep time for each meeting.</li><li>Assumes two (2) HKS staff per meeting and prep time.</li></ul> Result: Approximately three (3) hours total at a rate of \$210/hr.	\$630 per weekly meeting X four (4) per month = Approximately twelve (12) hours	\$2,500 per month
<i>Framework Report Interpretation</i>	<ul style="list-style-type: none"><li>Assumes three (3) hours per week for additional Framework Plan interpretation and advisement.</li></ul> Result: Approximately three (3) hours total at a rate of \$210/hr.	Assumes approximately twelve (12) hours per month of additional support (beyond team calls).	\$2,500 per month
<b>Total</b>			<b>\$5,000 per month</b>

**Part 2 Assumptions: Other Planning Initiatives to Support Integrated Planning (Visioning)**

Part 2 includes visioning as-needed for other, to be determined planning initiatives that will be performed on a Time and Materials, Not-to-Exceed basis to reflect development of materials and provision of services as described above for a fee not-to-exceed \$200,000. This not-to-exceed fee also includes preparation of illustrative renderings (estimated at approximately \$20,000-\$25,000) for identified planning initiatives.

Part 2 assumes discussion with HKS staff regarding the level of effort required for identified planning initiatives in support of Integrated Planning and will require authorization by District staff to proceed. In addition, Part 2 will require consultant notification or “check-ins” when the remaining balance is at 50% and again at 20%. Continuation of work beyond each of these “check-ins” will require authorization from District staff.

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7. All other terms, covenants, and conditions in the Agreement shall remain in full force and effect and shall be applicable to this Amendment.

**SAN DIEGO UNIFIED PORT DISTRICT**

**HKS ARCHITECTS, P.C.**

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Jason H. Giffen, Director  
Environmental and Land Use Management

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Randy Morton, AIA  
Senior Vice President

Approved as to form and legality:  
GENERAL COUNSEL

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By: Assistant/Deputy