

**AMENDMENT NO. 2 TO AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
KTU&A  
for  
CHULA VISTA BAYFRONT PARKS DESIGN SERVICES  
AGREEMENT NO. 119-2016CH**

The parties to this Amendment No. 2 to Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and KTU&A, a California Corporation (Design Professional).

Recitals:

District and Design Professional are parties to an Agreement for Chula Vista Bayfront Parks Design Services. The Agreement is on file in the Office of the District Clerk as Document No. 65392 dated August 3, 2016 as amended by Amendment No. 1, Document No. 66788 dated June 14, 2017. It is now proposed to extend the Agreement from June 30, 2018 to June 30, 2019, increase the Agreement amount by \$300,000.00 from a total of \$100,000.00 to \$400,000.00, include additional sub-contractors, amend Attachment A, Scope of Services and Attachment B, Fee Schedule.

The Parties Agree:

1. Section 2, **TERM OF AGREEMENT**, is hereby extended and shall terminate on June 30, 2019.
2. Section 3.a., **MAXIMUM EXPENDITURE**, is hereby amended to increase the Agreement amount by \$300,000.00 from a total of \$100,000.00 to a new, not to exceed amount of \$400,000.00.
3. Section 5.b. **DESIGN PROFESSIONAL'S SUB-CONTRACTORS**, is hereby amended to include additional sub-contractors as follows:

<u>NAME OF FIRM</u>	<u>TYPE OF SERVICES PROVIDED</u>
Ninyo & Moore Geotechnical and Environmental Sciences	Geotechnical Consulting
Coffman Engineers, Inc.	Structural Engineering
O'Connor Construction Management, Inc.	Cost Estimating
Graphic Solutions Ltd	Graphic Design

4. Attachment A, **SCOPE OF SERVICES, 2. PHASE 1: INITIAL CONCEPTUAL DESIGN AND COORDINATION** is hereby amended to add the following:

c. **Tasks.** This amendment authorizes Initial Design Development for the Chula Vista Parks, as described below. The intent of this amendment is to advance the design of the parks and related elements. The District and Design Professional may agree to further amend the agreement in the future to include additional public outreach and design development, construction document preparation, bidding assistance, construction support services and post-construction services.

i. **Task 2.1: Sweetwater Path and Park Integration (Urban Greening Grant) (Time and Materials, NTE \$86,000)**

This Initial Design Development for Sweetwater Park will focus on the implementation of the Sweetwater Bicycle and Pedestrian Promenade (Sweetwater Path), including the following subtasks. Further Design Development may be authorized in future amendments.

The Design Professional shall submit a work product for each subtask:

- (a) Review and supplement Sweetwater Park base maps.
- (b) Review and supplement habitat maps for all of Sweetwater Park.
- (c) Research tree species relative to raptor perching and carbon sequestration.
- (d) Layout a path system including coordination with City of Chula Vista on E St.
- (e) Coordinate path horizontal / vertical design with RV Resort project.
- (f) Develop an initial landform concept for all of Sweetwater Park.
- (g) Develop an initial stormwater plan for all of Sweetwater Park.
- (h) Identify habitat mitigation requirements and strategy.
- (i) Prepare overall site plan with oblique cross sections.

- (j) Prepare materials and present concepts at the Chula Vista Bayfront Wildlife Advisory Group (WAG) and Bayfront Cultural and Design Committee (BCDC).
- (k) Support District staff in implementation planning and coordination with adjacent proposed Costa Vista RV Resort project.

**ii. Task 2.2: Sweetwater Path Bridge and Channel Stabilization (Urban Greening Grant)  
(Time and Materials, NTE \$80,200)**

This Initial Design Development will focus on the Sweetwater Path Bicycle/Pedestrian Bridge over the F&G Street Inlet Channel, including the following subtasks.

The Design Professional will submit a work product for each subtask:

- (a) Refine bridge layout from early action design.
- (b) Identify structural issues and prepare plan, profile and sections.
- (c) Provide geotechnical testing, analysis, and a preliminary report with recommendations for the bridge and approaches.
- (d) Analyze channel stabilization to support bridge and proposed inlet changes.
- (e) Provide construction cost estimate and adjust plans to align budget limits.

**iii. Task 2.3: Wayfinding Framework  
(Time and Materials, NTE \$66,600)**

This Initial Design Development will focus on the wayfinding system in the parks and other circulation elements in the Chula Vista Bayfront, including the following subtasks. Further Design Development of wayfinding elements, including guidelines and design options, may be authorized in future amendments.

The Design Professional will submit a work product for each subtask:

- (a) Identify circulation hierarchy and layout bike, pedestrian and vehicle focused streets based on existing Chula Vista Bayfront Conceptual Plan.
- (b) Identify major arrival and destination points.
- (c) Determine decision points and turning movements.
- (d) Identify high visibility primary signage locations.
- (e) Prepare initial branding framework alternatives.
- (f) Determine public versus private signage types.
- (g) Determine public versus private sign locations.
- (h) Suggest themes, stories, educational, and interpretive opportunities.

- (i) Develop installation framework and requirements.
- (j) Develop height, location, lighting, and material guides.
- (k) Develop 3 concepts for entry gateways.
- (l) Develop 3 concepts for primary directional.
- (m) Develop 3 concepts for secondary directional.
- (n) Develop 3 concepts for informational / interpretive signage.
- (o) Provide cut sheets / sketches of signage types.
- (p) Prepare materials and present concepts to staff and BCDC.

**iv. Task 2.4: Parkway and Streetscape Design Elements  
(Time and Materials, NTE \$43,600)**

This Initial Design Development will focus on the design elements in the park and streetscape, including the following subtasks. Further Design Development of park and streetscape design elements, including final guidelines, may be authorized in future amendments.

The Design Professional will submit a work product for each subtask:

- (a) Collect, review, and combine previous street plans from Rick Engineering.
- (b) Agree on final cross sections and update 3D graphics.
- (c) Define public street, driveway, and parking lot design guidelines.
- (d) Develop street tree recommendations.
- (e) Develop lighting recommendations.
- (f) Develop banner, art, and interpretive recommendations.
- (g) Develop furnishings, transit stop, and bike parking guidelines.
- (h) Develop stormwater runoff guidelines.
- (i) Prepare draft street design manual.
- (j) Prepare materials and present concepts to stakeholders and BCDC.
- (k) Revised draft and prepare final street design manual.

**v. Task 2.5: Presentations and Meetings  
(Time and Materials, NTE \$23,600)**

The Design Professional will assist District staff in preparation of an outreach strategy plan. The Design professional will prepare for, attend, and make presentations at meetings at the direction of the District Project Manager. Meetings may include District and City staff, other stakeholders and advisory groups not specifically identified in other tasks.

The Design Professional will perform each subtask:

- (a) Create an outreach strategy plan, schedules, and communication plan.

- (b) Attend weekly meetings with District Project Manager (50% call-in and 50% face-to-face meeting).
- (c) Attend monthly face-to-face meetings with Chula Vista staff.
- (d) Attend miscellaneous meetings with other stakeholders (4 maximum).
- (e) Provide general project coordination and management.

### Tentative Delivery Schedule

Task	Description	Completion Date
2.1	Sweetwater Path and Park Integration (Urban Greening Grant)	August 15, 2018
2.2	Sweetwater Path Bridge and Channel Stabilization (Urban Greening Grant)	August 15, 2018
2.3	Wayfinding Framework	December 10, 2018
2.4	Parkway and Streetscape Design Elements	December 10, 2018
2.5	Presentations and Meetings	December 10, 2018

5. Attachment B, Section 1.a.(2) **FEE SCHEDULE TASK BREAKDOWN**, shall be replaced with the following:

Task	Description	Current Contract Amount	Additional Amount	New Contract Amount
1.1	Advance Park Framework	\$41,300	-	\$41,300
1.2	Coordination with Streetscape	\$10,500	-	\$10,500
1.3	Pedestrian and Bicycle Circulation	\$9,500	-	\$9,500
1.4	Coordination with Related Projects	\$20,500	-	\$20,500
1.5	Facilitate Project Team Communications	\$8,000	-	\$8,000
1.6	Presentations and Meetings	\$9,500	-	\$9,500
1.7	Reimbursable Expenses	\$700	-	\$700
2.1	Sweetwater Path and Park Integration (Urban Greening Grant)	-	\$86,000	\$86,000
2.2	Sweetwater Path Bridge and Channel Stabilization (Urban Greening Grant)	-	\$80,200	\$80,200
2.3	Wayfinding Framework	-	\$66,600	\$66,600


2.4	Parkway and Streetscape Design Elements	-	\$43,600	\$43,600
2.5	Presentations and Meetings	-	\$23,600	\$23,600
	<b>Total Amounts</b>	<b>\$100,000</b>	<b>\$300,000</b>	<b>\$400,000</b>

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

**SAN DIEGO UNIFIED PORT DISTRICT**

**KTU&A**

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Ernesto Medina  
Chief Engineer, Engineering-Construction

  
\_\_\_\_\_  
Michael Singleton  
President

Approved as to form and legality:  
GENERAL COUNSEL

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By: Assistant/Deputy

A manually signed copy of this Amendment transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.