

**AMENDMENT NO. 5 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. 5 to Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and KTU&A, a California Corporation (Service Provider).

Recitals:

District and Service Provider are parties to an Agreement for Chula Vista 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, as amended by Amendment No. 2, Document No. 68298, dated April 17, 2018, as amended by Amendment No. 3, Document No. 68700, dated July 3, 2018, as amended by Amendment No. 4, Document No. 71169, dated May 13, 2020. It is now proposed to increase the agreement amount by \$100,203 and amend Attachment A – Scope of Services and Attachment B – Compensation & Invoicing.

The Parties Agree:

1. Section 3.a., **Maximum Expenditure**, shall be increased by \$100,203 from a total of \$2,076,460 to \$2,176,663.
2. **ATTACHMENT A, SCOPE OF SERVICES**, Section 2.c.iii.– **Task 2.3**, shall be retitled and replaced with the following. All other references to Task 2.3 shall also be retitled in accordance with the following.

**iii. Task 2.3: Wayfinding Framework and Gateway Monument Concepts**

This Design Development will focus on the wayfinding system in the parks

and other circulation elements in the Chula Vista Bayfront, including the following subtasks. A Wayfinding Master Plan for the Chula Vista Bayfront will be prepared that matches the Baywide Wayfinding Master Plan that was prepared by RSM. This scope shall include stakeholder engagement and concept development for each of the three Gateway Monuments to be located at E Street, H Street, and J Street.

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

(a) Preliminary Design

- (1) Kickoff Meeting with Port
- (2) Set up wayfinding master plan base file and aerial photo
- (3) Identify circulation hierarchy and layout bike, pedestrian and vehicle focused streets based on existing Chula Vista Bayfront Conceptual Plan.
- (4) Identify major arrival and destination points.
- (5) Determine decision points and turning movements.
- (6) Determine wayfinding sign locations for all sign prototypes and Identify high visibility primary signage locations.
- (7) Prepare initial branding framework alternatives.
- (8) Determine public versus private signage types.
- (9) Determine public versus private sign locations.
- (10) Suggest themes, stories, educational, and interpretive opportunities.
- (11) Develop installation framework and requirements.
- (12) Develop height, location, lighting, and material guides.

(b) Draft Wayfinding Package

- (1) Prepare Draft Wayfinding Package for CVB
- (2) Review and Coordinate Port/City comments on Draft
- (3) Page-turn review meeting with Port.

(c) Final Wayfinding Package

- (1) Prepare Final Wayfinding Package for CVB.
- (2) Gateway Monument Concepts and Stakeholder Engagement Kickoff Meeting with Port and City Staff to discuss logistics.
- (3) Site Walk – three gateway locations.
- (4) Follow-up Meeting with Port and City Staff to discuss locations.
- (5) Prepare Materials for Stakeholder Meetings
- (6) Stakeholder Meeting #1 – Include Costa Vista RV Park, RIDA, Pacifica, WAG, BCDC, and other Representatives.
- (7) Compile Stakeholder Input and prepare input summary.

- (8) Prepare three conceptual alternatives for each Gateway (9 total) to be reviewed at Stakeholder Meeting #2.
- (9) Stakeholder Meeting #2 – Include Costa Vista RV Park, RIDA, Pacifica, WAG, BCDC, and other Representatives.
- (10) Compile Stakeholder Input and prepare input summary.
- (11) Prepare Final Preferred Concepts for each Gateway for Port and City for Approval.
- (12) Additional Coordination Meetings with Port and City Staff (3 total)

3. **ATTACHMENT A, SCOPE OF SERVICES, Section 3.h.iii. – Task 3.3:**  
**Sweetwater Park - 100% Schematic Design**, shall be replaced with the following:

**iii. Task 3.3: Sweetwater Park - 100% Schematic Design**

- (a) The Design Professional shall perform the following subtasks 1-29 to prepare for Community Outreach Series 3. Subtasks 30-34 shall be completed after Community Outreach Series 3.
  - (1) Task group kickoff meeting with District/ City (M-25)
  - (2) Prepare design refinements for special features
  - (3) Prepare architectural plans for up to two (2) restroom bldgs.
  - (4) Prepare architectural plans for two (2) interpretive kiosks
  - (5) Prepare architectural program for one growing grounds/ nature nursery/ interpretive meeting open air structure
  - (6) Review architectural plans with District/ City (M-26)
  - (7) Prepare schematic planting plans
  - (8) Prepare schematic fencing plans for buffer
  - (9) Refine schematic trails plans
  - (10) Refine interpretive elements
  - (11) Prepare schematic adventure playground plans
  - (12) Prepare schematic plans for Living Coast Discovery Center Plaza
  - (13) Prepare schematic plans for the parking lots for Sweetwater Park and Living Coast Discover Center
  - (14) Prepare schematic plans for passive picnic areas
  - (15) Update 30 SketchUp model for presentation materials
  - (16) Review park illustrative plans, renderings and model with District/ City (M-27)
  - (17) Define paving, planting and furnishing systems
  - (18) Refine landform grading
  - (19) Define sitewide lighting character and primary lighting types (with the understanding that Sweetwater will not be lighted beyond safety and design feature lighting)

- (20) Refine park design and character to create final schematics
- (21) Assess utility and infrastructure required for park and buildings
- (22) Assess proposed shoreline modifications and amenities
- (23) Refine stormwater strategies including initial size and locations
- (24) Prepare preliminary drainage plan and draft Storm Water Quality Management Plan
- (25) Develop initial phasing alternatives
- (26) Prepare 100% Schematic Design cost estimates for the ultimate design and for a preferred Phase 1A design
- (27) Presentation of the 100% schematic design to District/ City (M-28)
- (28) Presentation of the 100% schematic design to SUN / RIDA (M-29)
- (29) Presentation of the 100% schematic design to AAC (M-30)
- (30) Revise plans based on Workshop Series 3 input summary
- (31) Provide project description and plans for CEQA review
- (32) Assist District in preparation of CDP application and documentation, including matrices describing consistency with Development Policies, Mitigation, Monitoring and Reporting Plan (MMRP), Public Access Plan and Natural Resource Management Plan (NRMP)
- (33) District review meeting prior to Coastal Commission (M-36)
- (34) Review meeting with Coastal Commission (M-37)

(b) Deliverables:

- (1) Updated illustrative plan
- (2) Final 3D Schematic Design models (ultimate and Phase 1A) - SketchUp
- (3) 100% Schematic Design CAD drawings - six (6) hardcopies with CAD and PDF files.
- (4) Four (4) final schematic design illustrative renderings, including one (1) aerial perspective
- (5) Preliminary drainage plan and draft Storm Water Quality Management Plan - three (3) hardcopies and PDF files.
- (6) Supporting project description and plans for CEQA documentation - MS Word and PDF files
- (7) Supporting Coastal Development Permit application documentation, including consistency review matrices - MS Word, MS Excel and PDF files
- (8) 100% Schematic Design cost estimates for ultimate design and per general conformance with Phase 1A Infrastructure phasing and budget

4. **ATTACHMENT B, COMPENSATION & INVOICING, Section 1.a.(2) – Fee Schedule Task Breakdown**, shall be replaced with the following table to reflect changes to Task items 2.3 and 3.3:

Task	Description	Fee Type	Current Amount (Not-to-Exceed)	New Amount (Not-to-Exceed)
1.1	Advance Park Framework	T&M	\$35,555.05	\$35,555.05
1.2	Coordination with Streetscape	T&M	\$9,713.00	\$9,713.00
1.3	Pedestrian and Bicycle Circulation	T&M	\$7,324.51	\$7,324.51
1.4	Coordination with Related Projects	T&M	\$19,231.67	\$19,231.67
1.5	Facilitate Project Team Communications	T&M	\$2,320.00	\$2,320.00
1.6	Presentations and Meetings	T&M	\$5,317.33	\$5,317.33
1.7	Reimbursable Expenses	T&M	\$686.50	\$686.50
2.1	Sweetwater Path and Park Integration (Urban Greening Grant)	T&M	\$85,990.56	\$85,990.56
2.2	Sweetwater Path Bridge and Channel Stabilization (Urban Greening Grant)	T&M	\$63,373.79	\$63,373.79
2.3	Wayfinding Framework and Gateway Monument Concepts	T&M	\$66,602.00	<b>\$107,106.00</b>
2.4	Parkway and Streetscape	T&M	\$43,600.00	\$43,600.00
2.5	Presentations and Meetings	T&M	\$45,060.00	\$45,060.00
3.1	Sweetwater Park – Data Gathering and Analysis	Fixed Fee	\$14,970.00	\$14,970.00
3.2	Sweetwater Park – 50% Schematic Design	Fixed Fee	\$86,250.00	\$86,250.00
3.3	Sweetwater Park – 100% Schematic Design	Fixed Fee	\$166,350.59	<b>\$226,050.00</b>
3.4	Sweetwater Park – Community Outreach	Fixed Fee	\$22,220.00	\$22,220.00
4.1	Harbor Park – Data Gathering and Analysis	Fixed Fee	\$86,290.00	\$86,290.00
4.2	Harbor Park – 50% Schematic Design	Fixed Fee	\$372,885.00	\$372,885.00
4.3	Harbor Park – 100% Schematic Design	Fixed Fee	\$381,852.00	\$381,852.00
4.4	Harbor Park – Community Outreach	Fixed Fee	\$59,703.00	\$59,703.00
5.1	Travel and Reproduction	T&M	\$21,300.00	\$21,300.00
5.2	Topography and Utility Survey	Fixed Fee	\$26,400.00	\$26,400.00

5.3	Geotechnical Investigation	Fixed Fee	\$45,930.00	\$45,930.00
5.4	Biological Mapping and Mitigation Plan	Fixed Fee	\$38,980.00	\$38,980.00
5.5	Sea Level Rise and Coastal Protection	Fixed Fee	\$68,170.00	\$68,170.00
5.6	Supplemental Technical Studies	T&M	\$0.00	\$0.00
6.1	Promenade – 60% Construction Documents (Urban Greening Grant)	Fixed Fee	\$134,340.00	\$134,340.00
6.2	Promenade – 95% Construction Documents (Urban Greening Grant)	Fixed Fee	\$60,850.00	\$60,850.00
6.3	Promenade – Final Construction Documents (Urban Greening Grant)	Fixed Fee	\$30,000.00	\$30,000.00
6.4	Promenade – Bid and Construction Phase Support (Urban Greening Grant)	T&M	\$75,195.00	\$75,195.00
<b>Total Amount</b>			<b>\$2,076,460</b>	<b>\$2,176,663</b>

5. **ATTACHMENT B, COMPENSATION & INVOICING**, Section 1.a.(3) – **Rate Schedule** shall be replaced by the following table to reflect hourly rates for each year, including all increases of 2.35% each year:

<b>KTUA</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	<b>7/14/16-6/30/17</b>	<b>7/1/17-6/30/18</b>	<b>7/1/18-6/30/19</b>	<b>7/1/19-6/30/20</b>	<b>7/1/20-12/31/20</b>
Principal	168.39	172.35	176.40	180.54	184.79
Sr. Associate	138.12	141.37	144.69	148.09	151.57
Associate Landscape Architect	120.22	123.05	125.94	128.90	131.93
Senior Planner	99.49	101.83	104.22	106.67	109.18
Senior Designer	99.49	101.83	104.22	106.67	109.18
Senior CADD Technician	78.97	80.83	82.73	84.67	86.66
Designer	77.60	79.42	81.29	83.20	85.16
Administrative Assistant	65.81	67.36	68.94	70.56	72.22
<b>Peterson</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Principal/Lead Designer	153.08	156.68	160.36	164.13	167.98
Associate Landscape Architect	122.74	125.62	128.58	131.60	134.69
Staff Landscape Designer	102.60	105.01	107.48	110.00	112.59

<b>Nasland</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Senior Project Manager	190.00	194.47	199.03	203.71	208.50
Senior Engineer	126.11	129.07	132.11	135.21	138.39
Engineer	96.89	99.17	101.50	103.88	106.32
<b>ESA</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Director II	190.00	194.47	199.03	203.71	208.50
Managing Associate I	140.00	143.29	146.66	150.10	153.63
Associate II	100.00	102.35	104.76	107.22	109.74
<b>Merkel &amp; Associates</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Principal	175.00	179.11	183.32	187.63	192.04
Senior Biologist	135.00	138.17	141.42	144.74	148.14
Biologist	100.00	102.35	104.76	107.22	109.74
<b>Coffman</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Senior Project Structural Engineer	N/A	180.00	184.23	188.56	192.99
Project Structural Engineer	N/A	130.00	133.06	136.18	139.38

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*  
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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.