

**CITY OF CHULA VISTA
CONSULTANT SERVICES AGREEMENT
WITH ITERIS, INC.
TO PROVIDE PROFESSIONAL SERVICES FOR TRAFFIC SIGNAL RETIMING OF 99
LOCATIONS (CIP PROJECT NO. TRF0400)**

This Agreement is entered into effective as of April 26, 2022 (“Effective Date”) by and between the City of Chula Vista, a chartered municipal corporation (“City”) and ITERIS, INC., a Delaware Corporation (“Consultant”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

RECITALS

WHEREAS, City requires professional engineering services in the signal retiming of 99 traffic signal locations; and

WHEREAS, the project is to improve coordination between signals and update pedestrian and vehicle clearance times to current State standards through optimized signal timing; and

WHEREAS, in order to procure these services the City solicited proposals in accordance with Chula Vista Municipal Code Section 2.56.110 for “professional services”, advertised on December 10, 2021 a Request for Proposals (RFP), received five (5) proposals on January 19, 2022, and selected Consultant as the most qualified amongst those submitting; 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 this Agreement.

[End of Recitals. Next Page Starts Obligatory Provisions.]

OBLIGATORY PROVISIONS

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Consultant hereby agree as follows:

1. SERVICES

1.1 Required Services. Consultant agrees to perform the services, and deliver to City the “Deliverables” (if any) described in the attached Exhibit A, incorporated into the Agreement by this reference, within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A shall be referred to herein as the “Required Services.”

1.2 Reductions in Scope of Work. City may independently, or upon request from Consultant, from time to time, reduce the Required Services to be performed by the Consultant under this Agreement. Upon doing so, City and Consultant agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the City’s Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Consultant provide additional services related to the Required Services (“Additional Services”). If so, City and Consultant agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to Exhibit A, “Additional Services” shall also become “Required Services” for purposes of this Agreement.

1.4 Standard of Care. Consultant expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Consultant of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Consultant or its subcontractors.

1.6 Security for Performance. In the event that Exhibit A Section 4 indicates the need for Consultant to provide additional security for performance of its duties under this Agreement, Consultant shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the City Attorney.

1.7 Compliance with Laws. In its performance of the Required Services, Consultant shall comply with any and all applicable federal, state and local laws, including the Chula Vista Municipal Code.

1.8 Business License. Prior to commencement of work, Consultant shall obtain a business license from City.

1.9 Subcontractors. Prior to commencement of any work, Consultant shall submit for City’s information and approval a list of any and all subcontractors to be used by Consultant in the performance of the Required Services. Consultant agrees to take appropriate measures necessary to ensure that all subcontractors and

personnel utilized by the Consultant to complete its obligations under this Agreement comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Consultant under this Agreement, Consultant shall ensure that each and every subcontractor carries out the Consultant's responsibilities as set forth in this Agreement.

1.10 Term. This Agreement shall commence on the earlier to occur of the Effective Date or Consultant's commencement of the Required Services hereunder, and shall terminate when the Parties have complied with all their obligations hereunder; provided, however, provisions which expressly survive termination shall remain in effect.

2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Consultant in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Consultant agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Consultant must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Consultant. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, City shall pay Consultant for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A and section 2.4, below. At City's discretion, invoices not timely submitted may be subject to a penalty of up to five percent (5%) of the amount invoiced.

2.4 Retention Policy. City shall retain ten percent (10%) of the amount due for Required Services detailed on each invoice (the "holdback amount"). Upon City review and determination of Project Completion, the holdback amount will be issued to Consultant.

2.5 Reimbursement of Costs. City may reimburse Consultant's out-of-pocket costs incurred by Consultant in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Consultant shall be responsible for any and all out-of-pocket costs incurred by Consultant in the performance of the Required Services.

2.6 Exclusions. City shall not be responsible for payment to Consultant for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of Consultant, its agents, employees, or subcontractors.

2.7 Payment Not Final Approval. Consultant understands and agrees that payment to the Consultant or reimbursement for any Consultant costs related to the performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Consultant of the terms of

this Agreement. If City determines that Consultant is not entitled to receive any amount of compensation already paid, City will notify Consultant in writing and Consultant shall promptly return such amount.

3. INSURANCE

3.1 Required Insurance. Consultant must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described on the attached Exhibit B, incorporated into the Agreement by this reference (the “Required Insurance”). The Required Insurance shall also comply with all other terms of this Section.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best’s rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best’s rating of no less than A X. For Workers’ Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

3.4 Subcontractors. Consultant must include all sub-consultants/sub-contractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-consultants must also comply with the terms of this Agreement.

3.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by City’s Risk Manager.. The general liability additional insured coverage must be provided in the form of an endorsement to the Consultant’s insurance using ISO CG 2010 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

3.6 General Liability Coverage to be “Primary.” Consultant’s general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Consultant and in no way relieves Consultant from its responsibility to provide insurance.

3.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days’ prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Consultant must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Consultant’s insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Consultant waives any right it may have or may obtain to subrogation for a claim against City.

3.9 Verification of Coverage. Prior to commencement of any work, Consultant shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Consultant has obtained the Required Insurance in compliance with the terms of this Agreement. The words

“will endeavor” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

a. The “Retro Date” must be shown, and must be before the date of this Agreement or the beginning of the work required by this Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the effective date of this Agreement, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the work required by this Agreement.

d. A copy of the claims reporting requirements must be submitted to the City for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Consultant’s obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Consultant maintains higher limits than the minimums appearing in Exhibit B, City requires and shall be entitled to coverage for higher limits maintained.

4. INDEMNIFICATION

4.1. General. To the maximum extent allowed by law, Consultant shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, “Indemnified Parties”), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys’ fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Consultant, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.

4.3 Costs of Defense and Award. Included in Consultant's obligations under this Section 4 is Consultant's obligation to defend, at Consultant's own cost, expense and risk, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Consultant shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

4.4. Consultant's Obligations Not Limited or Modified. Consultant's obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Consultant. Furthermore, Consultant's obligations under this Section 4 shall in no way limit, modify or excuse any of Consultant's other obligations or duties under this Agreement.

4.5. Enforcement Costs. Consultant agrees to pay any and all costs City incurs in enforcing Consultant's obligations under this Section 4.

4.6 Survival. Consultant's obligations under this Section 4 shall survive the termination of this Agreement.

5. FINANCIAL INTERESTS OF CONSULTANT.

5.1 Form 700 Filing. The California Political Reform Act and the Chula Vista Conflict of Interest Code require certain government officials and consultants performing work for government agencies to publicly disclose certain of their personal assets and income using a Statement of Economic Interests form (Form 700). In order to assure compliance with these requirements, Consultant shall comply with the disclosure requirements identified in the attached Exhibit C, incorporated into the Agreement by this reference.

5.2 Disclosures; Prohibited Interests. Independent of whether Consultant is required to file a Form 700, Consultant warrants and represents that it has disclosed to City any economic interests held by Consultant, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Consultant warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further warrants and represents that no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Consultant or Consultant's subcontractors. Consultant further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.

6. REMEDIES

6.1 Termination for Cause. If for any reason whatsoever Consultant shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Consultant shall violate any of the other covenants, agreements or conditions of this Agreement (each a "Default"), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Consultant. Such notice shall identify the Default and the Agreement termination date. If Consultant notifies City of its intent to cure such Default prior

to City's specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Consultant up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 6.1, Consultant shall immediately provide City any and all "Work Product" (defined in Section 7 below) prepared by Consultant as part of the Required Services. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Consultant may be entitled to compensation for work satisfactorily performed prior to Consultant's receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

6.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Consultant of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Consultant shall immediately cease all work under the Agreement and promptly deliver all "Work Product" (defined in Section 7 below) to City. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Consultant shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City's value under the Agreement.

6.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Consultant hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 6.

6.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Consultant shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

6.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in San Diego County, State of California.

6.6 Service of Process. Consultant agrees that it is subject to personal jurisdiction in California. If Consultant is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Consultant irrevocably consents to service of process on Consultant by first class mail directed to the individual and address listed under "For Legal Notice," in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five days after mailing.

7. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance

of the Required Services (collectively “Work Product”) shall be the sole and exclusive property of City. No such Work Product shall be subject to private use, copyrights or patent rights by Consultant in the United States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Consultant, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Consultant shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. GENERAL PROVISIONS

8.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

8.2 Assignment. City would not have entered into this Agreement but for Consultant’s unique qualifications and traits. Consultant shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City’s prior written consent, which City may grant, condition or deny in its sole discretion.

8.3 Authority. The person(s) executing this Agreement for Consultant warrants and represents that they have the authority to execute same on behalf of Consultant and to bind Consultant to its obligations hereunder without any further action or direction from Consultant or any board, principle or officer thereof.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

8.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

8.6 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Consultant agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of sub-contractors/sub-consultants.

8.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

8.8 Independent Contractor. Consultant is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of Consultant’s officers, employees, or agents (“Consultant Related Individuals”), except as set forth in this Agreement. No Consultant Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or

any other payroll tax with respect to any Consultant Related Individuals; instead, Consultant shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Consultant shall not at any time or in any manner represent that it or any of its Consultant Related Individuals are employees or agents of City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

8.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.

8.10 Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

(End of page. Next page is signature page.)

**SIGNATURE PAGE
CONSULTANT SERVICES AGREEMENT**

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Consultant agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

ITERIS, INC.

CITY OF CHULA VISTA

BY: _____
Scott Carlson
Vice President, Alternative Delivery |

BY: _____
MARY CASILLAS SALAS
MAYOR |

| ATTEST

BY: _____
Kerry K. Bigelow, MMC
City Clerk |

APPROVED AS TO FORM

BY: _____
Glen R. Googins
City Attorney

EXHIBIT A
SCOPE OF WORK AND PAYMENT TERMS

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:

[Jerard Madrigal]
[276 Fourth Ave Building B]
[(619) 476-2355]
[jmadrigal@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. Consultant Contract Administration:

ITERIS, INC.
[1700 Carnegie Ave, #100 Santa Ana, CA 92705]
[(949) 270-9400]
[contracts@iteris.com]

For Legal Notice Copy to:
[Iteris Legal Department]
[1700 Carnegie Avenue, Suite 100 Santa Ana, CA 92705]
[(949) 270-9400]
[iteris-legal@iteris.com]

2. Required Services

A. General Description:

[Consultant is to provide engineering services in area-wide signal retiming of 99 signalized locations which aims to accomplish three key objectives: (1) optimize coordination between signals, (2) update pedestrian and red/yellow clearance times per California Manual Uniform Traffic Control Devices (CA-MUTCD) standards, and (3) provide bicycle timing calculations.]

B. Detailed Description:

TASK 1 – PROJECT COORDINATION

Subtask 1.1. Kickoff Meeting

Consultant strongly believes that excellent project management and continuous project communication are essential in the successful completion of any project. Thus, at the initiation of the project, Mr. Jason Xu will lead a project kick-off meeting with the City, either in-person or virtually. As part of this meeting, communication channels and protocols will be established, the scope of work, schedule, and budget will be discussed, necessary

information will be gathered, and a thorough understanding of the goals of the project will be obtained. The coordination protocol will also be set up.

Subtask 1.2. Progress Meetings

Consultant will facilitate and lead monthly meetings at the City or via conference call to include City staff, other stakeholders and agency officials as needed to ensure thoroughness of direction to the team, and accuracy of the project deliverables. These meetings will cover project activities, address any issues as they arise, and coordinate activities such as scheduling of additional meetings, and preparation and reviews of deliverables. Consultant will send out agendas prior to each meeting and will distribute notes and action items to invitees following the dates of these meetings. Consultant will maintain a cumulative log of Action Items from all meetings. Consultant will attend up to six (6) on-site meetings; one (1) of which will be reserved for definition of the “before” and “after” studies. Consultant will also be available to attend Council meetings to present project findings and solutions.

As a proactive way to manage the project schedule and budget, Consultant management is scheduled to conduct an internal project review meeting with each PM monthly. The internal review includes checking the current project status against the project schedule to ensure that projects are kept on schedule and on budget. A proposed project schedule for this project is provided at the end of this section.

Mr. Bernard Li, QA/QC Lead, will also be responsible for the overall Quality Control/Quality Assurance (QC/QA) aspect of this project. Within this role, he will work closely with PM to ensure QC procedure be fully executed and to review the products prior to delivery to the City for review and approval.

Deliverables

- Kick-off Meeting
- Progress Meetings
- Meeting Agendas and Minutes

TASK 2 – DATA COLLECTION

•

The data collection task includes the gathering of all information needed to deliver optimized signal timing and synchronization for the project area. Consultant will coordinate with the City to obtain existing timing sheets, signal plans, collision data, and speed surveys.

Subtasks 2.1 and 2.2. ADT and Turning Movement Counts

Consultant team will collect and document 2-day 24-hour bidirectional vehicle counts at 20 locations that are preselected in Attachment C of RFP. Consultant will coordinate with the City Staff to review and finalize the list of ADT locations prior to scheduling the field work. ADT counts will be documented in 15-minute bins and submitted in the format that is predefined in Attachment C of RFP.

Prior to conducting traffic counts, Consultant will use ClearGuide to identify and confirm if traffic patterns have returned to the “new” normal condition. Once confirmed and with agencies’ concurrence, Consultant’s subconsultant, AimTD will conduct 24-hour ADT counts at the finalized 20 preselected locations. AimTD was Consultant team for traffic data collect for TRF404 Retiming Project and is very familiar with the City’ requirements and procedure. These ADT counts will help identify the peaking characteristics of each segment and identify proposed peak periods for the collection of turning movement counts as well as signal synchronization periods. Consultant will update citywide ADT map using the data collected under this task if needed. Based on the peak hours identified by the ADT data, Consultant team will collect and document 1-day weekday turning movement counts (TMCs) at 72 intersections which include 3-hour AM peak, 2-hour Midday Peak, and 3-hour PM peak. The weekend TMC will also be collected at 62 of the 72 locations to cover 2-hour

peak of Saturday traffic. AimTD will then conduct weekday and weekend turning movement counts at all study intersections using video cameras mounted on signal poles. These recordings can be conducted during the same week(s) as the ADT counts with the appropriate set-up to capture queues. Therefore, once the ADT data is analyzed, the turning movement count videos can be processed immediately to ensure turning movement counts will be representative of the ADT data and provide another layer of quality control. Bike and pedestrian counts will be included in separate columns of traffic count sheets.

Consultant understands the impact of the COVID-19 pandemic on traffic volumes, that are not representative of typical conditions, and will apply adjustment factors to the counts if determined as necessary.

Subtasks 2.3 and 2.4. Field Investigation and Measurements

After receiving City provided documents and files, Consultant team will conduct field work and signal inventory at each intersection to take digital pictures, measure crosswalk distances, applicable grades, and collect intersection phasing and factors that may affect the deployment of signal synchronization. The pedestrian crossing distances and applicable grades will be measured at 54 intersections as identified in Attachment D of RFP. As part of this project, Consultant will recommend the bicycle minimum green in accordance with CA MUTCD Table 4D- 109 (CA) and industry practices. The bicycle turning path will be identified and measured at all 99 intersections using Google Earth and tabulated in an Excel spreadsheet.

Subtask 2.5. Field Review Documentation

During the field review, Consultant will monitor existing traffic conditions for any corridor issues during the peak periods. Consultant will prepare a technical memorandum that will detail the findings of the field work, summarize all data collected, and identify any low-cost improvements if there is any. Detailed inventory documents will be prepared to ensure City staff will have an appropriate record of existing equipment and infrastructure. Consultant will submit a field review report summarizing the findings.

Deliverables

- Turning Movement Count Reports
- ADT Counts Reports
- Field Review Inventory Forms
- Field Review Technical Memorandum

TASK 3 – SIGNAL TIMING DEVELOPMENT

Subtask 3.1. Model Development & Analysis (99 Locations)

The intersection features and traffic data collected in Task 2 will be used to prepare and calibrate a traffic model that encompasses the project roadway network. The traffic models will be developed using Synchro version 10 or 11 per City's preference. The congestion hotspot data, queuing condition, and other field observations will be used to calibrate and verify the Synchro models, which will serve as the baseline condition for the evaluation of optimization options and common cycle alternatives. Consultant will use a GIS shapefile as the background in Synchro to develop the base roadway configuration. The intersection numbering will be consistent with signal ID to assist production of timing sheets or per City's preference.

Once traffic models have been developed and calibrated, Consultant will develop a concise technical memorandum for Concept of Optimization that assesses all feasible operational patterns for each time. It documents the strategy and the objectives for how traffic will be managed in all direction, considering special traffic generators and congestion hotspots. Special considerations will be given to the before and after conditions of COVID-related traffic changes. Although the primary signal retiming goal is to maximize the number of successive greens for motorists along the primary coordinate band or between adjacent coordinated bands,

considerations will be given to all transportation modes to ensure the improvement of both safety and efficiency. Based upon City’s review comments on concept of optimization, Consultant will conduct detailed analysis for common cycle lengths, phasing sequence, and green band/delay optimization.

Consultant will develop optimized signal timing plans for each of the intersections along the study corridors. Timing parameters, including cycle lengths, splits, and offsets, will be thoroughly evaluated to produce plans for AM, Midday, PM, and Weekend conditions. The Consultant methodology to optimize a study corridor is shown in the inset to the right. Once City staff approve the existing Synchro files and basic timing parameters, Consultant will first complete the analysis to generate the most efficient grouping and cycle length for each peak. A technical memorandum will be developed to summarize the preliminary recommended signal groupings, traffic progression strategies and cycle lengths, including minimum cycle length requirements based on pedestrian crossing times and other restrictions like at Caltrans signals. Upon the City’s approval of the cycle length recommendations, Consultant will perform a detailed optimization for the corridors for all peaks. This will include the development of the optimal offset values, phasing sequence, and splits. A separate Synchro network with proposed timing recommendations will be developed for each of the peak periods for City review and approval.

Cycle length selection is a critical step in developing signal coordination plans. A longer cycle length may provide better progression along the corridors but could increase side street delay and queuing. Consultant has developed a unique iterative methodology to determine ideal cycle lengths for each study intersection. Extensive project studies show this capacity-based methodology provides more accurate results than purely delay-based methodologies adopted by the Highway Capacity Manual and Synchro software. Consultant will use the calculated cycle lengths to develop optimized signal timing plans for all project intersections.

TruTraffic will be used to augment the coordination green band on each project corridor. The SimTraffic simulation will then be carefully observed to identify areas needing special operational analysis. Locations noted to have existing cross coordination will be analyzed for split and sequence optimization unless otherwise approved by the City to evaluate whether a different cycle length is recommended.

Our vast experience in Chula Vista allows us to provide value-added services and additional solutions. These include the development of school/holiday season timing plans and reviews by in-house traffic responsive/adaptive experts to ensure the optimized plans serve the project goals and objectives for this project.

Subtask 3.2. Basic Timing Parameters

Prior to conducting any signal timing coordination optimizations, Consultant will first perform vehicle and pedestrian basic timing analysis for all project intersections identified in the scope. The calculation of recommended basic timing parameters will be based upon the data collected from Task 2, the Data Collection Task, and in compliance with the latest version of the California Manual of Uniform Traffic Control Devices (CA MUTCD) and the City’s timing preference. The timing parameters to be reviewed include the following at a minimum:

- Minimum Green
- Yellow Change Interval
- Pedestrian Walk Time
- Bicycle Minimum Green
- Red Clearance Interval
- Pedestrian Clearance (Flash Don’t Walk) Time

Subtask 3.3. Adaptive Signal Parameters (28 Locations)

Variable and unpredictable traffic volume changes can pose major challenges for traffic signal operation and traffic control systems, especially with the uncertainties of post-COVID conditions. In addition to standard practice in time-based signal coordination, Consultant will conduct the following services to review and optimize the adaptive timings using the City’s existing ATMS.now/SynchroGreen Central System:

System Assessment – Prior to the optimization of any system parameters, Consultant will first review and document the existing Intersection Database (timing data that control how SynchroGreen calculates phase allocation/split, period/cycle, and start time/offset), signal grouping and Section Database, adaptive controller status at each of the 28 Trafficware V76 controllers, SynchroGreen settings, and detection alarms or constant error messages if any. Based on system assessment and our past SynchroGreen operation experience, Consultant will identify and propose the finetuning revisions to SynchroGreen settings for City staff’s review which include:

- Minimum/Maximum Cycle
- Minimum/Maximum Split
- Rate of Change
- Minimum/Maximum Green Band
- Storage Phases

Based on City approval, Consultant will implement and verify the optimized settings through ATMS.now and in the field. The figure to the right includes a screenshot of the system settings that Mr. Xu and his team members have set up in one of SynchroGreen adaptive control systems which has been monitored by Consultant since July 2020.

Base Plan Implementation – SynchroGreen requires a valid coordination pattern in order to operate. Based on optimized timing plans developed under **Task 3.1**, Consultant will enter the optimized base plans either using the current pattern numbers or unused pattern slots per City’s preference. The base plans define the cycle, offset, splits and phase sequencing at each signal where SynchroGreen provide adaptive control. The following will be verified during the implementation:

- Cycle Length is the same throughout the corridor segments per designed plans
- Cycle length and offset are consistent with optimized Synchro models. Make sure the proposed offsets are programed using correct offset reference point, so it touches a phase-ring structure barrier
- Assigned splits are valid at intersections with moderate to high pedestrian crossing demands in particular
- Testing of adaptive patterns by using Coordination Diagnostic tool

Critical Movement Optimization – SynchroGreen allows operator to choose one of the following optimization modes to define overall operation objective and preference for the prevailing traffic patterns or critical turning movements:

- Balanced Mode
- Progression Mode
- Critical Movement Mode

By default, SynchroGreen equitably distributes green time based upon arriving traffic demand, while providing reasonable mainline progression bandwidth. Progression mode is typically implemented to favor the traffic flow along the arterials over the side streets. However, Consultant found that Critical Movement Mode should be evaluated at those “hot spots” where certain turning movements are near or at capacity and need to be served with higher priority. Critical Movement Mode can be implemented in conjunction with a separate zone in SynchroGreen to provide special operation under the same adaptive control system. One of the most recently applications Consultant implemented is at an intersection of two major crossing arterials in the Orange County which is in proximity to the freeway ramp signals of SR-57 that are not connected to the city’s SynchroGreen system. Due to the construction of this freeway interchange, traffic operation along crossing arterial became higher priority over corridor progression. Consultant set up separate SynchroGreen zone with critical movement path that helped achieve the queuing management goals between the Caltrans and city’s signals during the construction while maintaining acceptable progression along the corridor. For this project, Consultant will work with the City staff to identify and recommend the locations that are suitable for a better operation under Critical

Movement Mode. Based upon the City's approval, Consultant will assist the City in the implementation and verification of the new operation mode.

Subtask 3.4. LPI Timing by Others Coordination (16 Locations)

We understand that the LPI will be implemented at 85 intersections within Chula Vista through a separate project to increase the visibility of pedestrians to turning vehicles and subsequently, to reduce conflicts between pedestrians and turning vehicles. As part of previous TRF404 Retiming Project, Consultant programmed LPI intervals in the optimized Synchro models for 69 of these 85 intersections to make sure the implemented coordination cycles are sufficient to accommodate the planned LPI intervals. Consultant also included the LPI analysis in the basic timing optimization and recommended that 5-second LPI for the crosswalks where the peak hour pedestrian volume is higher than 50 per hour and 3 seconds for the other locations with low to moderate crossing demands.

Consultant also demonstrated alternative ways of Synchro coding of LPI and applied the one that is not the most convenient but yields the most accurate operational impacts in SimTraffic simulation. For this project, Consultant will use the same LPI modeling and analysis methodologies and further streamline the timing process by using our Signal Timing Data Input/QC Spreadsheet tool to automatically calculate the split/forceoff parameters with the considerations of LPI.

Consultant will also assist the City in updating the timing sheets and datafile (if applicable) to include the LPI parameters and finetuning of implemented coordination timing plans. [Consultant will submit the timing sheets and datafile and address up to two rounds of review comments. Consultant will be available for any additional round of City review and addressing comments on time-and-material basis.](#)

Subtask 3.5. Draft Timing Report and Timing Sheets (99 Locations)

Upon the City's approval of the optimized timing, implementation-ready timing sheets in the City's preferred format (e.g., Excel, PDF, Synchro printouts, etc.) will be generated to include updated basic timing, coordinated timing changes, updated time-of-day schedules, and updated preemption settings if necessary. Under previous TRF404 Retiming Project, Consultant worked with the City staff to develop and confirm the new format of timing sheets which help expedite the production and review of timing sheets for this project.

Deliverables

- Basic Timing and Proposed Cycle Length Technical Memorandum
- Synchro File for the Existing Conditions
- [Technical memorandum of System Assessment at SynchroGreen Adaptive Control Signals](#)
- [Technical memorandum of Timing Implementation at SynchroGreen Adaptive Control Signals](#)
- Synchro File for Optimized Timing Plans
- Draft and Final Timing Sheets
- [Response to Comments Matrix](#)

TASK 4 – FIELD IMPLEMENTATION AND FINE TUNING (99 LOCATIONS)

We consider implementation to be the most critical phase of a signal retiming project. To accommodate such an extensive network, Mr. Xu will lead our implementation team that is staffed with qualified specialists fully trained in signal retiming projects. Consultant separates the act of implementation and fine turning to ensure each intersection is operating as planned prior to any fine-tuning efforts. Consultant staff will implement proposed timing values into the City's Transparency and ATMS.now central systems for online signals and into field controllers directly for offline signals. This will also be used as an opportunity to evaluate additional parameters, such as pedestrian adjustment intervals under coordination plans. Consultant will provide at least two (2) field team and one (1) central ATMS operator in TMC or through VPN. Each field team consists of one engineer

driving along the corridor for coordination finetuning and one signal specialist that stop by each signal to confirm the designed timings have been appropriately implemented and accommodate all turning movements to minimize the changes of civilian complaints.

Consultant will develop and submit an Implementation Plan to document the staged procedure of implementation and field finetuning. The Plan will include the review procedure of timing data input through central systems as well as at controllers. The plan should also specify the QC procedure to ensure the consistency between controller timings, central database, and final timing sheets.

Deliverables

- **Timing Implementation and QA/QC Plan**
- Implementation and Fine-Tuning Technical Memo

TASK 5 – POST IMPLEMENTATION

Subtask 5.1. Post Implementation Comment Review

Following implementation of the coordination plans, Consultant will initiate a Post Implementation Meeting with City staff to present implementation results and discuss any concerns and remaining task items. Based upon the acceptance of implemented timing plans, Consultant will provide continual monitoring services for up to three (3) months to address the comments received from City staff or citizens and conduct finetuning and field verification to ensure optimum signal operation for all roadway users.

Subtask 5.2. Final Timing Sheets and Final Signal Timing Reports

Upon completion of the field fine-tuning and resolution of all comments, Consultant will revise the timing values and deliver updated final timing sheets, reflecting the final signal timing implemented at all project locations. Consultant will update the timing sheet in each cabinet and provide the City with an additional hard copy and an electronic version as records.

Subtask 5.3. Final Synchro File

In addition, Consultant will provide final Synchro files reflecting the final signal timing implemented at all project locations, to the satisfaction of the City engineer.

Deliverables

- Post Implementation Meeting
- **Response to Comments Matrix**
- Final Timing Sheets
- Final Synchro Files
- **Final Checklist of Finetuning Timing Plans**
- Updated USB datafiles

TASK 6 – BEFORE AND AFTER TRAFFIC STUDY

Instead of tradition travel time studies, Consultant will use Consultant ClearGuide, the data analytics system, to conduct a travel time comparison “before” and “after” the implementation of new timing plans along four(4) key corridors per the discussion with City staff for up to 64 directional arterial miles. The following additional services will be included:

- Real-time travel time and speed data and graphical charts for 18 months
- Arterial performance quarterly report for predefined corridors for 18 months

Additionally, Consultant will perform a travel time “before” study using Tru-Traffic 10.0 software, a GPS unit, and the floating car method along Telegraph Canyon Road/Otay Lakes Road between I-805 in the west and

Eastlake Parkway in the east. A minimum of five (5) runs will be conducted in each direction to obtain a statistically valid estimation for the weekday AM and PM peaks. The travel time studies will be conducted before and after the implementation of proposed timing plans. Measures of effectiveness (MOE) will be compiled from Tru-Traffic field data as supplementary to the ClearGuide studies.

During the “before” and “after” floating car runs, Consultant will collect the travel time videos along Telegraph Canyon Road/Otay Lakes Road corridor to illustrate the operational improvement along peak direction. Two (2) video clips will then be processed to depict the project results through an easy to understand before-and-after study tool that can be shared with management, officials and the public via the City’s website demonstrating the effectiveness of signal synchronization.

Consultant will then submit a Final Report to document project background, signal modeling and synchronization, project benefits, travel time before and after comparison with reference to the MOE elements and a cost-benefit analysis, potential low-cost improvements, and findings. To assist the presentation to the public, a two-page Fact Sheet will also be submitted to present a summary of this project, statistical comparison, and informational graphics.

Deliverables

- Draft and Final Project Report and a Project Fact Sheet
- **Quarterly Monitoring Technical Memorandum**
- Before and after study Tru-Traffic Files
- **Before and after study Comparison Video Clips**

TASK 7 – ADDED VALUE SERVICE

Subtask 7.1. Additional Signals

Consultant team’s past signal synchronization experience and knowledge of Chula Vista signal timing practice enable more efficient development and implementation of optimized timing plans. This allows us to include signal retiming at additional signals without extra cost. **Consultant proposes to include the following intersections in the signal retiming study of this project:**

- H Street and I-805 NB and SB ramps
- H Street from 4th Avenue to Hilltop if different cycle lengths are determined to synchronize the signals at I-805 ramps and to address the bottleneck at H Street and Hilltop Drive
- E Street and I-805 NB and SB ramps
- L Street and Nacion Avenue

In addition, Consultant is committed to evaluating school traffic conditions and developing separate timing plans for impacted intersections. As part of this scope of work Consultant will evaluate the impacts from school traffic and provide special timing plans for the impacted intersections during school hours. **Based on the preliminary review, it is anticipated to be required at eight (8) locations within the project area.** |

3. Term: In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin |on the “Effective Date”| and end on |June 1, 2023| for completion of all Required Services.

4. Compensation:

A. Form of Compensation

Time and Materials. For performance of the Required Services by Contractor/Service Provider as identified in Section 2.B., above, City shall pay Contractor/Service Provider for the productive hours of time spent by

Contractor/Service Provider in the performance of the Required Services, at the rates or amounts as indicated below and as detailed and quantified in Exhibit A1:

Iteris (Consultant per hour)

Project Manager - \$255
Principal-in-Charge - \$323
Senior Advisor and QA/QC - \$330
Task Lead/Senior Engineer - \$230
Project Engineer - \$175
Associate Engineer - \$130
Assistant Engineer/Admin - \$110

Lin Consulting (Subconsultant per hour)

Principal QA/QC - \$210
Senior Project Engineer - \$200
Transportation Engineer - \$140

AimTD (Subconsultant Lump Sum)

Task 2.1 Turning Movement Counts (72 Locations) - \$24,723
Task 2.2. Average Daily Counts (20 Locations) - \$2,520

B. Reimbursement of Costs

None, the compensation includes all costs

Notwithstanding the foregoing, the maximum amount to be paid to the Consultant for services performed through June 1, 2023 shall not exceed \$355,729.00.

5. Special Provisions:

Permitted Sub-Consultants: LIN Consulting, Inc. and AimTD, LLC.

Notwithstanding the completion date set forth in Section 3 above, City has option to extend this Agreement for one (1) additional terms, defined as a one-year increment or end on June 1, 2024. The City Manager or Director of Finance/Treasurer shall be authorized to exercise the extensions on behalf of the City.

EXHIBIT A1

INSERT COST BREAKDOWN BY TASK

**EXHIBIT B
INSURANCE REQUIREMENTS**

Consultant shall adhere to all terms and conditions of Section 3 of the Agreement and agrees to provide the following types and minimum amounts of insurance, as indicated by checking the applicable boxes (x).

	Type of Insurance	Minimum Amount	Form
<input checked="" type="checkbox"/>	General Liability: Including products and completed operations, personal and advertising injury	\$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit Additional Insured Endorsement or Blanket AI Endorsement for City* Waiver of Recovery Endorsement	Insurance Services Office Form CG 00 01 <i>*Must be primary and must not exclude Products/Completed Operations</i>
<input checked="" type="checkbox"/>	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage	Insurance Services Office Form CA 00 01 Code 1-Any Auto Code 8-Hired Code 9-Non Owned
<input checked="" type="checkbox"/>	Workers' Compensation Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee Waiver of Recovery Endorsement	
<input checked="" type="checkbox"/>	Professional Liability (Errors & Omissions)	\$1,000,000 each occurrence \$2,000,000 aggregate	

Other Negotiated Insurance Terms: [NONE]

EXHIBIT C
CONSULTANT CONFLICT OF INTEREST DESIGNATION

The Political Reform Act¹ and the Chula Vista Conflict of Interest Code² (“Code”) require designated state and local government officials, including some consultants, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, consultants designated to file the Form 700 are also required to comply with certain ethics training requirements.³

- A. Consultant IS a corporation or limited liability company and is therefore EXCLUDED⁴ from disclosure.
- B. Consultant NOT a corporation or limited liability company and disclosure designation is as follows:

APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES
(Category descriptions available at .)

<i>Name</i>	<i>Email Address</i>	<i>Applicable Designation</i>
Enter Name of Each Individual Who Will Be Providing Service Under the Contract – <i>If individuals have different disclosure requirements, duplicate this row and complete separately for each individual</i>	Enter email address(es)	<input type="checkbox"/> A. Full Disclosure <input type="checkbox"/> B. Limited Disclosure (<i>select one or more of the categories under which the consultant shall file</i>): <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification: <input type="checkbox"/> C. Excluded from Disclosure

1. Required Filers

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Consultant,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

2. Required Filing Deadlines

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

3. Filing Designation

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure*, *limited disclosure*, or *excluded from disclosure*, based on an analysis of the services the Consultant will provide. Notwithstanding this designation or anything in the Agreement, the Consultant is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619)691-5041, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 *2.

Pursuant to the duly adopted City of Chula Vista Conflict of Interest Code, this document shall serve as the written determination of the consultant’s requirement to comply with the disclosure requirements set forth in the Code.

Completed by: Jerard Madrigal

1 Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

2 Chula Vista Municipal Code §§2.02.010-2.02.040.

3 Cal. Gov. Code §§53234, *et seq.*

4 CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4th 261; FPPC Reg. 18700.3 (Consultant defined as an “individual” who participates in making a governmental decision; “individual” does not include corporation or limited liability company).