

**CITY OF CHULA VISTA
CONSULTANT SERVICES AGREEMENT
WITH STC TRAFFIC, INC.
TO PROVIDE PROFESSIONAL SERVICES FOR LEAD PEDESTRIAN INTERVAL (LPI) SIGNAL
TIMING AT 85 LOCATIONS (CIP NO. TRF0418)**

This Agreement is entered into effective as of July 12, 2022 (“Effective Date”) by and between the City of Chula Vista, a chartered municipal corporation (“City”) and STC TRAFFIC, INC., a California corporation (“Consultant”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

RECITALS

WHEREAS, the City of Chula Vista Capital Improvement Program (“CIP”) Project TRF0418 was selected by the Highway Safety Improvement Program Cycle 9 and was awarded federal funding under Federal Statewide Transportation Improvement Plan (FSTIP), Federal Project No. HSIPL 5203 (052), Caltrans Adv Project ID 1120000003; and

WHEREAS, City requires professional engineering services in order to provide lead pedestrian interval signal timing at 85 traffic signal locations; and

WHEREAS, in order to procure these services, the City solicited proposals in accordance with Chula Vista Municipal Code Section 2.56.110 and Caltrans Local Assistance Procedures Manual (LAPM) Chapter 10 for professional services related to traffic signal timing; and

WHEREAS, the City advertised on December 10, 2021 a Request for Proposals (RFP), received four (4) proposals on January 19, 2022, and selected STC TRAFFIC, INC. 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.

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**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.

STC TRAFFIC, INC.

CITY OF CHULA VISTA

BY: _____
Jason Stack, TE, PTOE
President |

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:

STC TRAFFIC, INC.
5973 Avenida Encinas Suite 218, Carlsbad, CA 92008
(760) 602-4290
admin@stctrffic.com

For Legal Notice Copy to:
Jason Stack, TE, PTOE
5973 Avenida Encinas Suite 218, Carlsbad, CA 92008
(714) 315-4640
jason.stack@stctrffic.com

2. Required Services

A. General Description:

Consultant is to provide engineering services for implementation of Lead Pedestrian Interval (LPI) timing to 85 traffic signal locations. The scope of work includes traffic signal timing of advance walk phasing (i.e. LPI), coordination and offset optimization of existing timing plans, 170E to 2070ATC controller conversions, blank-out sign controller logic programming, and signal communication configuration. The required services within the project scope that includes project coordination, field data collection, traffic controller and central system programming, documentation, timing plan development and implementation, traffic signal communications, and controller replacement support.

B. Detailed Description:

Task 1 – Project Coordination

One of the big benefits of our company's approach to project coordination is access. The City has a direct line of communication to all of our project staff from management and technical leads to junior staff. This level of access isn't always necessary but very convenient when it is. We stay true to our organization chart. You will see our key staff on the project. There is no bait and switch. We also recognize the value in coordinating with staff. You manage these corridors and have intrinsic knowledge. We do not put a fixed limit on coordination. We are focused on project delivery and it is to our benefit and the project's benefit to access this knowledge as much as possible.

Task 1.1 – Kickoff Meeting

Following the Notice to Proceed, STC will conduct a project kickoff meeting with stakeholders to discuss project objectives, project schedule, project scope, staff, and expectations. An updated work plan and schedule will be provided. Key STC staff will attend the meeting including managers and technical leads.

Task 1.2 –Progress Meetings

The project duration is expected to be 10 months and the kick- off meeting would serve as the first progress meeting. There will be nine (9) formal progress meetings between STC and the City Project Manager. STC will complete and circulate meeting agendas two days in advance and meeting minutes within five working days following each meeting. We recognize that one meeting a month may not be sufficient during periods of high activity such as implementation. Jason Stack, Brett Hansen, and/or other key staff will meet with the City's Project Manager as necessary to review the status of the project. Deliverable reviews will also be held during regular progress meetings or when necessary. This is considered part of regular task coordination. We will schedule meetings with sufficient time to engage, cover the material, and not be rushed. Meetings will be conducted via conference call and when possible or preferred STC will also meet in person and follow County Health Department guidelines and protocols.

Deliverable 1.1 and 1.2: Meeting agendas and minutes

Enhancements 1.1 and 1.2: Coordination meetings as necessary

Task 1.3 – Construction Meetings STC will attend at least four construction meetings as follows:

- **Pre- Con Meeting:** The standard pre- con topics will be discussed and presented by the City's construction manager and inspector (project overview, schedule, administration, lines of communication, team members overall project, various project staff, roles, etc.). STC will be prepared to introduce ourselves our role and technical aspects of our work. STC will work with the City to review material submittals and RFI's/RFC's and in particular for controllers and programs. STC will also review the contractors schedule. There will be a bulk order of 51 controllers and it is imperative for the contractor to submit for review and for the City to release the order as soon as possible. The lead time on the order is expected to be three months.

- **Pre- Controller Replacement Meeting:** STC will work with the City’s construction manager to organize a meeting one month prior to controller replacements. The equipment order delivery, work schedule, work plan, and order of operations will be discussed. STC will provide an agenda and minutes for this meeting.
- **Controller Replacement Progress Meeting:** STC has scheduled two weeks for controller replacements. A meeting will be held one week into replacement work to discuss progress and schedule. STC will provide an agenda and minutes for this meeting.
- **Post Controller Replacement Meeting:** This meeting would be scheduled approximately one week following replacements to discuss the work, outstanding items (if any such as an occasional defective controller), follow up, and task close. STC will provide an agenda and minutes for this meeting.

Enhancements 1.3:

- ***Material submittal, RFI, and RFC reviews***
- ***Meeting agendas and minutes for controller replacement meetings***

Task 2 – Data Collection

Collecting traffic data is often taken for granted. Get a count vendor and plug and chug or take measurements from online aerial imagery. For STC the data collection task is critical. Conditions in the field will be measured and reviewed, taking advantage of the time spent in the field to review additional information including systems and travel condition observations. This field review effort will fully inform subsequent tasks. STC’s subconsultant Villa Civil will support this task and perform roadway measurements and deliver the count data. STC will provide task oversight, management, and quality assurance/ quality control.

Task 2.1 – Lead Pedestrian Interval Field Measurements (85 Locations)

Aerial imagery is often used to obtain LPI measurements. However, our engineers are trained and prefer to obtain measurements in the field. Experiencing each crossing while physically wheeling a distance provides perspective that cannot be accomplished with image review. From a field measurement standpoint, the accuracy is exact including the nuance of ground conditions. From a field presence standpoint, we take advantage of the ground time to observe and experience walking and vehicular traffic conditions, and to review traffic signal operations and systems.

Intersection as- builds provide a convenient log to record information. STC’s library of Chula Vista traffic signal as- builds will be updated and utilized for this effort. The as- builds will be redlined with pertinent measurement and observation information including measurement lines, crossing lanes, corner visibility, and permissive/ protected- permissive left- turns. The field measurement and observation information will be transferred from the “as- built” field log to excel worksheets for each intersection.

The redlined “as- built” mark- ups also serve to assure and control quality. Working with a traffic signal plan, redlined with specific information on the associated location is very different than working with an excel spreadsheet or schematic replica. The traffic signal plan provides the phasing and intersection layout to scale. Redlining this plan eliminates potential mistakes with data transfer, phase orientation, and interpretation. The red- lines “pop- out” and are readily referred for worksheet input and review. These greatly help to eliminate interpretation and data entry errors and provide material record.

Field data measurements and calculations will be performed in compliance with CA- MUTCD guidance and in particular Section 4E.06 (Pedestrian Intervals). STC will also review other relative signal timing parameters.

Our team has developed and worked with signal timing procedures, preferences, and formats for several municipalities. Prior to measurements and worksheet calculations, we will review City timing standards and worksheets. We will then meet with City staff to review the measurement and calculation procedures and the worksheet format and compare to other worksheets and options we've used so that we can quickly present and confirm the process and preferences. This step will assure we've examined the process and lead to a full understanding with accurate and uniform results.

Task 2.2 – Turning- Movement Counts (16 Locations)

STC will follow the exact count specifications described in RFP Task 2.2 and Attachment B for turning movement counts. A traffic data collection program will be prepared including a map of locations, data descriptions, and schedules. The locations will be reviewed to ensure there are no obstructions or conditions that would lead to inaccurate counts. School schedules and other similar destinations will be reviewed and presented on a map and table with the location and name. STC will request and/or research and review existing available historical count data to determine the exact peak period hours to count. The data collection program will be provided to the City for review prior to conducting counts. The new counts from the 16 locations on the east side of the City will be organized and documented with City provided turning movement count reports for the remaining 79 locations on the west side.

Data Collection Innovative Enhancement: STC is currently retiming three major arterials in Temecula comprising 41 intersections. Our team is utilizing the web service StreetLight Data for traffic data collection. This is a subscription based service that provides data aggregation and analytics. StreetLight Data obtains the raw information from “Big Data” companies and processes the data for subscribers. The format is customizable. Our team is currently utilizing this service for turning movement counts, origin/ destination, cut- through, travel time, and speed information. The data is continually automatically archived with or without the service and we are able to obtain reports of historical data such as holidays and special events going back several years. The data is updated and available through the course of the project which provides a wider view of conditions over time rather than a “snapshot.” The subscription can be purchased on a location or areawide basis. StreetLight Data does not count pedestrians or bicycles and these would need to be obtained manually. The data is also on a 30 to 60 day process lag. The City may consider this service for this project and in combination with related needs such as the growth management plan and performance reports for ongoing operations maintenance. If desired, STC will arrange a demonstration and research costs, benefits and limitations of the service.

Advance Documentation Review Innovative Enhancement: This project requires several documents related to procedure (field review forms, worksheets, acceptance tests, work plans), QA/QC forms (checklists, redlines), and project tracking and comment matrices. STC will submit these task specific documents at the project kick- off meeting. This will provide early review and enable us to utilize an approved format at the task start and reduce review time and format related comments.

Project File Innovative Enhancement: Record keeping can be quite challenging for large signal timing projects and the large volume of information. Our standard approach is to prepare a ShareFile site with access control for both STC and City staff, organized according to task and deliverable, and maintain version control for project files with an archive. This provides seamless accessibility across all project documentation.

Deliverable 2.1: LPI Measurement Worksheet, Field Inventory Form

Deliverable 2.2: Turning Movement Count Reports (PDF, Excel, and 1- Printed Copy)

Enhancements 2.1 and 2.2:

- *Field measurements as- built redlines*
- *StreetLight Data service research and review*
- *Advance documentation review*
- *Project ShareFile site*

Task 3 – Signal Timing Development

New Synchro modeling is not required as part of this project, nor is it considered necessary. Synchro models for this area were recently developed for new coordination plans and retiming updates as part of CIP #TRF404. The LPI timing should be accommodated within existing cycle plans. However, the City’s Synchro model will be updated with LPI timing and used to determine the appropriate split and offset adjustments. This is a manual activity. The Synchro phase timing will be modified to account for LPI. Volumes and v/c ratios will be reviewed to determine optimal time adjustments. Offsets will also be manually adjusted to reflect existing time- space diagram relationships. This effort will seek to preserve the existing plan(s) operations.

Task 3.1 – LPI/Advance Walk Timing (85 Locations)

STC will prepare signal timing parameters and calculations as described in Task 3 of the RFP. The signal timing calculations will start as soon as field measurements are available. The results of this task will be input into the Synchro model and into the “retimed” signal timing sheets including controller databases and SynchroGreen adaptive settings.

Signal timing calculations will be performed in compliance with CA- MUTCD guidance and in particular Section 4E.06 (Pedestrian Intervals). LPI calculations will be performed and submitted on the previously approved excel worksheets. The project tracking matrix worksheet will have a tab for the calculation review log.

The RFP description for Task 2 directed LPI field notes to include phase diagrams and permissive/ protected-permissive left- turns. STC appreciates the value of the review and record of intersection phase operation and its impact on LPI settings. Both pedestrian phases must be called to advance the pedestrian walk for a single pedestrian service at a permissive/PPLT intersection. If only one advance walk phase is called the opposing permissive left turn will start at the same time and contradict the advance. Our engineers are very attentive of this common oversight.

STC will develop controller logic timing for R3- 1 blank- out sign operation at two locations identified in Attachment C. The controller logic will activate the “NO RIGHT TURN” signs concurrently with the advance walk phase.

STC has worked with many blank out signs in the past that required logic build for various types of operation including: railroad preemption, fire stations, and pedestrian applications. We are aware that blank out signs have changed over time and differ between manufacturers. The older signs were operated using three wires which required powering multiple signs on one load switch. Newer blank out signs operate using four wires which allow the sign to hook up to constant 120 Volts. The fourth wire is used to trigger a relay and turn the sign on. This relieves the load switch from the load of multiple signs and more rapid burn- out.

Task 3.2 – Coordinate LPI Timing with Others (16 Locations)

STC shall coordinate work with consultants contracted under project TRF0400 when developing LPI timing of the locations identified in Attachment C. STC will ensure LPI timing is consistent with the timing developed for both projects. This shall entail a review of signal timing reports and/or datafiles developed from TRF0400. STC will verify from the reports or datafiles consistency of LPI timing as it relates to signal coordination and basic controller settings. STC shall allow for two review cycles.

Task 3.3 – Controller Database Creation (19 Locations)

STC staff is fluent in numerous controller programs. Our staff have prepared over a thousand Omni timing databases. This includes our technical specialists Adam Lemberg and Alain Hungerford who have worked on program development. This also includes Brett Hansen, Gianluca Pesaresi, Ashley Adamos, Balaji Shivaji, and Kevin Stone who have all worked with Transparency and the Omni and created and converted simple to complex timing. STC will create 2070 ATC databases from existing 170E controller datafiles or timing sheets at 19 locations as directed in RFP Task III and identified in Attachment C. The existing timing will be completely converted to the latest version of Omni. This includes every setting and calculations for settings that are not directly transcribed. These calculations will be summarized in the project tracking matrix worksheet and submitted to the City. Timing will be submitted in electronic .dat format and paper copies with a tab for comment logs on the tracking matrix.

The remaining 66 project locations controller databases will be furnished by the City. STC will modify the databases with new LPI timing and adjustments to affected timing parameters such as coordination.

Task 3.4 – Bench Testing (85 Locations)

STC will bench test controller operations of all new or modified controller database files per RFP Task 3. We have a bench test checklist that includes a step by step procedure of timing plan functions including the various inputs, outputs, and coordination times. STC has the complete systems setup in our traffic signal systems lab and we bench test each controllers timing prior to field implementation. Multiple programs, databases, and plans are being created and through bench testing we know the program will run correctly. This step is the final QA/QC step to catch issues before implementing on the system and in the field.

Part of our standard timing conversion procedure includes redlining existing 170E controller timing sheets for each value created on the database for the 19 new Omni locations. For the 66 databases provided by the City the timing sheet will be printed and redlined with the LPI changes. This eases the cross check review and provides a useful log of the changes and quality management process. Our QA/QC process will be provided to the City.

Task 3.5 – Draft Signal Timing Reports (85 Locations)

STC will prepare and print updated draft timing reports for each location in the prescribed City format prior to field implementation under Task 4.

Deliverable 3.1: LPI Calculation Worksheets, Comment Matrix, Controller Datafiles

Deliverable 3.2: Coordinate LPI Timing with Others (16 Locations)

Deliverable 3.3: 19 Locations Controller Datafiles, Comment Matrix

Deliverable 3.4: Bench Testing (85 Locations) QA/QC Plan Deliverable 3.5: Draft Signal Timing Reports (85 Locations) (PDF & 1- Printed Copy)

Enhancement 3: Updated TRF 400 Synchro Model

Task 4 – Field Implementation and Fine Tuning

We excel at implementation. Our staff are trained to understand the traffic conditions, intersection and corridor characteristics, relate this to operations, and the hardware and software. We observe and note phasing, detection, and geometric relation to timing. We are also expert at both Trafficware and McCain systems and understand the unique aspects of system and have overcome the unexpected on previous deployments. These are areas of deployment often overlooked by others (due to a lack of experience or time on the street). Our approach has described how we are going to take lessons learned from Carlsbad and other projects and apply it on the front end of this project. Our field implementation plan will capture the order of operations for this task.

Task 4.1 – Controller Replacement Support (51 Locations)

Our staff have performed several citywide replacements of 170E's with 2070 ATC's running Omni. Every replacement included the conversion of existing signal timing, updating timing to conform to CA- MUTCD standards), and implementing new LPI's, bike min greens, coordination, and advanced operations such as peer- to- peer, multiple overlaps, and rail operation.

When performing conversions, retiming, and controller replacements at the same time, we typically oversee the work being performed by contractors on the job. A highlight is our recent work in La Mesa, where we swapped out 48 170s to Omni Flex controllers. We performed a full two page checklist documenting the health of the intersection, from pedestrian push buttons to EVP operation to noting issues such as lack of proper signage. Our detailed acceptance test procedures provide the City full documentation of intersection health and operation.

With large batch controller replacements, a small number will have issues that require manufacturer RMA. STC gets out ahead of this process by inventory of each and every controller's serial number. This enables a rapid initiation of the RMA process via correspondence before the manufacturers technician arrives in the field to diagnose and/ or remove and replace.

STC will assist in the controller replacement of existing 170Es to 2070ATCs with the City contractor at the locations identified in RFP Attachment C. STC acknowledges that all new controllers will be furnished and installed by the City contractor including providing traffic control during flash operations when new controllers are being installed.

Prior to deployment STC will confirm and or update the 2070 ATC's with the most current release of Omni software and preload the controller timing (as detailed in Task 3).

Our approach to construction meetings with the City's contractor is detailed in Work Plan Task 1.3. STC will coordinate the schedule and workplan for controller replacements with the contractor. STC will be onsite for each replacement. STC will develop and execute an acceptance plan at each location that verifies all controller operations are as configured upon replacement.

Task 4.2 – LPI Field Implementation and Optimization (85 Locations)

STC will implement all proposed timing under Task 3. This work includes:

- Controller and central database entries or updates including external USB controller files at each location.

- Signal timing adjustments and field observations of coordination timing plans and/or adaptive operations for all coordination plans/patterns. STC will observe offsets and split utilization at each location and adjust in optimized timing plans with LPI.
 - STC staff excel at field fine tuning adjustments. This requires an expert eye for traffic operations at the local intersection including the relation of various demands with capacity and systems (detection and control), and relationships between intersections along a corridor. This also requires patience: to observe, recognize an issue, confirm the issue, determine a solution, and implement, and observe again. STC will perform fine tune adjustments on the ATMS and at the intersection. We will utilize pre LPI Synchro plans as the baseline for comparison of the pre and post LPI condition. This process is recorded so that the next engineer understands the basis of plan operation.
- Field verify controller operations of blank- out sign activation at designated project locations.
- Develop and provide a QA/QC plan for field implementation.

Deliverable 4.1: Controller Replacement (51 locations) Acceptance Plan

Deliverable 4.2: LPI Implementation and Optimization (85 locations) QA/QC Plan

Task 5 – Post Implementation

Task 5.1 – Post Implementation Comment Review

STC shall provide a post implementation review period of three months. This period of time is ideal for the new timing plans to settle in and provides sufficient time for staff and STC to observe the operation. STC will be available to address both City staff and public feedback and/or comments. STC will review comments with City staff and determine the appropriate change and implement the change. Our tracking worksheet will include a tab dedicated to post implementation review and changes.

Deliverable 5.1: Comment Matrix

Task 5.2 – Final Signal Timing Reports (85 Locations)

STC will produce final signal timing reports of the latest approved timing in the City preferred format at all project locations. These will be submitted in PDF format and include one printed copy placed by STC in each controller cabinet.

The final ATMS database configuration will be confirmed and match with the controllers. The USB cabinet copies of the electronic signal timing plans will be updated. A final checklist will be prepared for City review and executed for each location to verify that the signal timing is consistent on the paper copy, USB copy, ATMS database, and LPI Synchro model.

Deliverable 5.2: Final Signal Timing Reports (PDF & 1- Printed Copy)

Enhancement 5.2: Final LPI Synchro Model

Task 6 – Signal Controller Communication Readdressing and AT&T Coordination

The RFP states the consultant shall provide services as needed for the controller communication readdressing resulting from converting 170E to 2070 ATC at 20 locations shown in Attachment C. The Scope of Work includes:

- Transparency and controller channel readdressing
- Re-terminating and/or troubleshooting of Digital Access and Cross-Connect System (DACS) copper-serial cables at City Hall
- Coordinating and consulting with AT&T service technicians
- As-Built research
- Field communication testing and verification

STC will execute the above work as described. This task will also require adding and consolidating communication channels in the TMC and in the field at the AT&T demarcation cabinets. A work plan will be prepared for the AT&T readdressing effort that details work in City Hall and the field. AT&T coordination will also be detailed including the need to deploy additional service drops. STC will provide a schematic that reflects the modified network configuration.

Potential issues associated with Transparency and Omnis connected across legacy serial lines may be encountered. STC will strive to achieve the best performance possible utilizing serial comm lines.

Deliverable 6: Signal Controller Communication Readdressing and AT&T Coordination (20 locations)

Task 7 – Case Study (Optional Add-On)

STC will conduct and prepare a before- and- after case study at five pre-selected intersections. The case study will evaluate the right- of- way compliance rates between turning vehicles and crossing pedestrians to determine the effectiveness of the LPI timing. The study shall consist of a 12- hour, single day observation period at each location. STC shall record the number of vehicle- pedestrian conflicts per the predetermined sample size. The number of conflicts per sample size will be used to calculate the compliance rates at each location per crossing. The results of the case study shall be summarized in a report which shall include a table of contents, introduction, background, summary of findings, statistical data and graphs, informational graphics or drawings, conclusion, and reference page.

STC will provide a draft report for City review. A final copy of the report shall be submitted to the City in PDF format and two printed copies.

Case Study Innovative Enhancement: STC has recently and is currently performing case studies on several projects. A similar study was performed at the Talmadge Circle at Adams Avenue and 49th Street in the City of San Diego. The study was conducted to review motorist compliance with roundabout pedestrian warning signs and crossings. STC installed a 360 degree system of several cameras and recorded several weeks of footage. We selected random time periods for video review and documented our findings with statistical analysis.

STC would utilize our in- house camera system at the selected locations to record video. We would install cameras and record at least one week of video pre LPI implementation and post LPI implementation. This provides flexibility for the 12 hours selected for analysis (can be combination of day, night, weekday, weekend, etc.). We have sufficient cameras to record all locations on the same week. STC will review study methodology with City staff and determine the data to collect (compliance and non- compliance). A worksheet will be created to note relative video review observations and time stamp with a video clip. The data will be counted and statistically analyzed with results presented in charts, graphs, infographics, and video/screen caps.

Deliverable 7: Case Study (Optional Add-On) Draft and Final Case Study Report

Enhancement 7:

- **STC In- House Camera's, Installation and Integration**
- **Extended survey period**

Task 8 – Added Value Services (Optional Add- On)

STC has recommended additional services and methodology previously described in our work plan that would elevate the project. Several of the enhancements are described and included as part of our provisioning of service for the associated task. The following is a summary list of specific added value enhancements and deliverables that tie to the fee schedule and project timeline.

Deliverable 8.1: Redline Timing Plan Mark- up

Deliverable: 8.2: AT&T Location Communication Assessment

- 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 [December 31, 2023] for completion of all Required Services.

4. Compensation:

A. Form of Compensation

☒ Time and Materials. For performance of the Required Services by Consultant as identified in Section 2.B., above, City shall pay the Consultant for the productive hours of time spent by Consultant in the performance of the Required Services, at the rates or amounts as indicated below and as detailed and quantified in Exhibit A1:

STC Traffic (Consultant per hour)

Principal-In-Charge - \$293.57

Senior Project Technical Specialist - \$213.89

Project Manager - \$146.78

Project Technical Specialist - \$139.80

Senior Project Engineer - \$156.57

Project Engineer - \$132.81

Associate Engineer - \$125.82

Assistant Engineer - \$88.07

Villa Civil (Subconsultant per hour)

Principal Civil Engineer - \$132.21

Assistant Engineer - \$39.66

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 [December 31, 2023] shall not exceed \$338,497.23.

See “Exhibit A1” for detailed costs per task.

5. Special Provisions:

☒ Permitted Sub-Consultants: Villa Civil

☒ 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. The City Manager or Director of Finance/Treasurer shall be authorized to exercise the extensions on behalf of the City. If the City exercises an option to extend, each extension shall be on the same terms and conditions contained herein. The City shall give written notice to Consultant of the City's election to exercise the extension via the Notice of Exercise of Option to Extend document.

☒ Other: Federal-Aid Provisions FHWA-1273 and Local Assistance Program Manual (LAPM) Exhibit 10-R, see "Exhibit A2".

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 www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code.)

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