

**CITY OF CHULA VISTA
CONSULTANT SERVICES AGREEMENT
WITH T.Y. LIN INTERNATIONAL
TO PROVIDE PROFESSIONAL CONSTRUCTION MANAGEMENT CONSULTING SERVICES**

This Agreement is entered into effective as of September 10, 2024 (“Effective Date”) by and between the City of Chula Vista, a chartered municipal corporation (“City”) and T.Y. LIN International, a California corporation (“Consultant”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

RECITALS

WHEREAS, the Heritage Road Bridge Replacement Project intends to widen the Main Street eastbound lanes from Nirvana Avenue to Heritage Road, and construct a replacement bridge south of Main Street, across the Otay River on Heritage Road (“Project”); and

WHEREAS, the Project is eligible for replacement funding through the Federal Highway Bridge Program (“HPB”) administered through the California Department of Transportation Division of Local Assistance (“Caltrans”); and

WHEREAS, the City requires Construction Management Services in order to oversee the Project which involves extensive specialized structural construction, and ensure compliance with requirements associated with the HBP grant administered by Caltrans; and

WHEREAS, in order to procure these services and in order to use approved HBP funds for this work, on August 19, 2022, City solicited a Request for Qualifications/Proposals (RFP) for Construction Management Consulting Services in accordance with the Caltrans Local Assistance Procedures Manual (“LAPM”) Chapter 10 and received one (1) proposal from T.Y. LIN International to provide Construction Management Services; and

WHEREAS, since only (1) proposal was received, City staff reviewed the solicitation procedures and determined that the competition was inadequate for the scope of work and that non-bidding consultants provided various reasons for not submitting a proposal that included staffing constraints, decisions to pursue other opportunities, or were not qualified; and

WHEREAS, City submitted LAPM Exhibit 12-F “Cost-Effectiveness/Public Interest Finding/A&E Noncompetitive” form to Caltrans requesting approval to award the contract using a noncompetitive process and on December 23, 2022 a Caltrans District 11 Local Assistance Engineer approved the request; and

WHEREAS, the City Manager approved the formation of a consultant selection Committee (“Committee”) that included the contract administrator and subject matter experts from the project’s functional area; and

WHEREAS, the committee reviewed and evaluated the qualifications and proposal from the single proposing consultant and conducted a proposal interview as required by the RFP; and

WHEREAS, at the end of the review and interview process, the Committee selected Consultant for Professional Construction Management services for the Project; and

WHEREAS, on July 1, 2024 the City received Caltrans approval to commence the construction and construction engineering phase of the Project; 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.

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. In the performance of any and all Required Services hereunder, the Consultant shall exercise the level of care, diligence, and skill ordinarily exercised by experienced, competent, and reputable 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 5 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, subject to Sections 6.1 and 6.2 of this Agreement, 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, below.

2.4 [intentionally omitted]

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 except for Professional Liability Insurance. 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 timely and fully protect, defend, reimburse, 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, and with counsel approved in writing by City, 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 and fees 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. CONFLICTS OF INTEREST

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.

5.3 Levine Act. California Government Code section 84308, commonly known as the Levine Act, prohibits public agency officers from participating in any action related to a contract if such officer receives political contributions totaling more than \$250 within the previous twelve months, and for twelve months following

the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. In order to assure compliance with these requirements, Consultant shall comply with the disclosure requirements identified in the attached Exhibit D, incorporated into the Agreement by this reference.

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. Consultant hereby waives any right to remove any action from San Diego County as may otherwise be permitted by California Code of Civil Procedure section 394.

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.

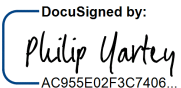
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**SIGNATURE PAGE
CONSULTANT SERVICES AGREEMENT**

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.

T.Y. LIN INTERNATIONAL

CITY OF CHULA VISTA

DocuSigned by:

BY: _____
Philip Yartey
Senior Vice President

BY: _____
JOHN MCCANN
MAYOR

ATTEST

BY: _____
Kerry K. Bigelow, MMC
City Clerk

APPROVED AS TO FORM

BY: _____
Marco Verdugo
City Attorney

EXHIBIT A
SCOPE OF WORK AND PAYMENT TERMS

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:

José Serrato
276 Fourth Ave, Chula Vista CA 91910
(619) 409 5922
jserrato@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:

T.Y. LIN INTERNATIONAL
404 Camino del Rio South, Suite 700, San Diego, CA 92108
(619) 279 3489
Wade.duran@tylin.com

For Legal Notice Copy to:

Joseph Smith
Sector Manager – Construction Management – Southwest
404 Camino del Rio South, Suite 700, San Diego, CA 92108, United States
(619) 692 1920
Joseph.smith@tylin.com

2. Required Services

A. General Description:

T.Y. Lin International will provide Resident Engineering, Construction Inspection, Bridge Construction Inspection and Management, Construction Surveying, Environmental Compliance, Geotechnical, and Materials Testing Services for the construction of the Heritage Road Bridge Replacement Project.

B. Detailed Description:

The project scope of work is summarized below. As a federally funded project, the Consultant shall adhere to procedures outlined in the Caltrans LAPM.

➤ Construction Management and Inspection Services

- Consultant shall provide professional engineering services to perform Resident Engineering and construction inspection, embodying the necessary qualifications and experience to perform construction management services in accordance with the Caltrans Local Assistance Procedures Manual Chapter 16 “Administer Construction Contracts” and Chapter 17 “Project Completion”. The Consultant shall include a Resident Engineer (“RE”) to be the designated

contact for all communications and coordination of operations regarding Construction Inspection, Geotechnical, Construction Surveying, and Environmental Compliance between the Contractor and the City Oversight Resident Engineer (“ORE”). With the support of the Bridge and Construction Inspectors, the RE will review the Contractor's performance of work in accordance with the Contract Documents. The RE will draft and/or review change orders, provide oversight of inspectors, review inspector diaries as needed, review estimate quantity sheets, generate/review monthly progress pay estimates, and assist the ORE as requested, which may include supporting inspection of the construction of bridge or civil improvements. The RE shall also provide accurate and thorough recordkeeping utilizing Caltrans' numbered file system. All submittals, Requests for Information (“RFI”), and requests for staking, testing, or sampling shall be coordinated by the RE with ORE review and approval.

- The Consultant shall provide a Construction Inspector that will work under the supervision of the RE and shall coordinate all requests and submittals from the Contractor pertaining to civil improvements through the RE. They shall assist the RE and Bridge Inspector in performing their respective duties and shall be responsible for supporting oversight of the construction of civil improvements for the project.
 - The Bridge Inspector shall act in the capacity of the Structure Representative as defined by the Caltrans Construction Manual. The Bridge Inspector shall report to the RE and will provide quality assurance reviews of the Contractor’s work with periodic assistance from the Construction Inspector as needed. The Bridge Inspector is to perform the duties of the RE and Construction Inspector only for aspects of the project pertaining to bridge construction, and will coordinate administrative tasks such as requests, submittals, claims, and document management with the RE.
- Construction Surveying Services
- The Consultant shall provide professional land surveying services during the project construction and shall provide all labor, tools, materials, including stakes, hubs, flagging, nails, paint, and equipment such as vehicles, survey equipment, personal computers, camera, and personal safety devices to perform this work. The Consultant’s personnel shall have experience performing all phases of Technical and Professional Land surveying for bridge replacement projects, knowledge of Caltrans requirements, ability to provide land surveying reports in accordance with applicable governing codes and shall have sufficient capacity to provide the requested services in a cost effective, timely, and professional manner. Team members are to be qualified licensed land surveyors, and technicians experienced in a wide variety of structure construction engineering, field inspection, field engineering, contract administration, and other related duties.
- Environmental Compliance Services
- The Consultant shall review, monitor, and enforce environmental regulatory requirements, conduct field inspections, and conduct audits of ongoing construction operations and records as necessary to ensure compliance with regulatory agency permit requirements. The Consultant shall represent the City as permitted under environmental permits to ensure regulatory requirements are implemented. The Consultant shall also assist the ORE in coordinating any external audits that may be performed by regulatory agencies. Refer to the Heritage Road Bridge Improvement Project’s Environmental Conditions for specific monitoring and training requirements. The Consultant shall also observe and document Contractor compliance with the Environmental Conditions during routine survey visits.

➤ **Geotechnical Services**

- The Consultant shall provide professional engineering services to perform geotechnical and special inspection testing services during the project construction and shall provide appropriate equipment such as vehicles, sampling equipment, laboratory test equipment, personal computers, camera, tools, and personal safety equipment to perform this work. The Consultant's personnel shall have experienced performing geotechnical investigations for bridge replacement projects, knowledge of Caltrans requirements, ability to provide geotechnical reports in accordance with applicable governing codes and shall have sufficient capacity to provide the requested services in a cost effective, timely, and professional manner. Team members shall be registered Geotechnical or Civil Engineers, Geologist, Soils Engineers, Field Inspectors, Field Engineers, contract administrators, and other related duties.

➤ **Material Testing Services**

- The material testing consultant shall provide, on an as-needed basis, quality assurance check testing of permanent materials used in the project such as compacted earthwork, Portland cement concrete, asphalt concrete, reinforcement, pre-stressing materials, grout, and check lines and grades of structures, etc. Multiple laboratories may be needed depending on the materials being tested and whether a laboratory is qualified to test a given material

3. Term: In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin August 13, 2024 and end on December 31, 2028 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 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:

See attached Exhibit E for Applicable Hourly Rates

B. Reimbursement of Costs

Invoiced for agreed-upon amounts as identified in Exhibit E

Notwithstanding the foregoing, the maximum amount to be paid to the Consultant for services performed through December 31, 2028 shall not exceed \$5,678,205.00.

5. Special Provisions:

Permitted Sub-Consultants:

- Atlas Technical Consultants, LLC (Atlas)
- Blue Lake Civil (BLC)
- Brian F. Smith and Associates, Inc. (BFSA)
- CL Surveying and Mapping, Inc. (CL Survey)
- HKR Engineering, Inc. DBA EarthSpectives (ES)
- ECORP Consulting, Inc. (ECORP)

Reddy Engineering Services, Inc. (RE Services)
Safework, Inc. DBA SafeworkCM (Safework)
STC Traffic, Inc. (STC)
ZT Consulting Group, Inc. (ZTC)

**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.)

<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: José Serrato

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).

EXHIBIT D
CONSULTANT LEVINE ACT DISCLOSURE

California Government Code section 84308, commonly referred to as the Levine Act, prohibits any City of Chula Vista Officer⁵ (“Officer”) from taking part in decisions related to a contract if the Officer received a political contribution totaling more than \$250 within the previous twelve months, and for twelve months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. The Levine Act does not apply to competitively bid, labor, or personal employment contracts.

- A. The Levine Act (Govt. Code §84308) DOES NOT apply to this Agreement.
- B. The Levine Act (Govt. Code §84308) does apply to this Agreement and the required disclosure is as follows:

Current Officers can be located on the City of Chula Vista’s websites below:

- Mayor & Council - <https://www.chulavistaca.gov/departments/mayor-council>
- City Attorney - <https://www.chulavistaca.gov/departments/city-attorney/about-us>
- Planning Commissioners – www.chulavistaca.gov/pc
- Candidate for Elected Office – www.chulavistaca.gov/elections

1. Have you or your company, or any agent on behalf of you or your company, made political contributions totaling more than \$250 to any Officer in the 12 months preceding the date you submitted your proposal, the date you completed this form, or the anticipated date of any Council action related to this Agreement?

- YES: If yes, which Officer(s): Click or tap here to enter text.
- NO:

2. Do you or your company, or any agent on behalf of you or your company, anticipate or plan to make political contributions totaling more than \$250 to any Officer in the 12 months following the finalization of this Agreement or any Council action related to this Agreement?

- YES: If yes, which Officer(s): Click or tap here to enter text.
- NO:

Answering yes to either question above may not preclude the City of Chula Vista from entering into or taking any subsequent action related to the Agreement. However, it may preclude the identified Officer(s) from participating in any actions related to the Agreement.

⁵ “Officer” means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. [GC § 84308](#)

Prepared for: City of Chula Vista
 Heritage Road Bridge Construction Management
 STAFFING PLAN, COSTS and FEES

EXHIBIT E



Last Update : 11/3/2023

NAME	POSITION	PRECON		CONSTRUCTION PHASE																																
		2024												2025												2026										
		Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct			
T.Y. LIN INTERNATIONAL		168	168	176	160	176	176	160	176	144	168	168	144	160	176	168	168	176	168	168	176	136	176	160	144	168	176	160	176	184	168	168	168			
WADE DURANT	RESIDENT ENGINEER/STRUCTURE REP.	120	80	80	160	176	176	160	176	144	168	168	144	160	176	168	168	176	168	168	176	136	176	160	144	168	176	160	176	184	168	168	168			
ADRIANNA CARO	ROADWAY INSPECTOR/ ASST BRIDGE INSPECTOR**				80	160	176	160	176	144	168	168	144	160	176	168	168	176	168	168	176	136	176	160	144	168	176	160	176	184	168	168	168			
ASHLEY MONTGOMERY	BRIDGE INSPECTOR/Submittal review-*as needed					80	80	40																												
CATHY SALAS	PROJECT ADMINISTRATION			4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4				
REDDY ENGINEERING SERVICES (DBE)																																				
ERIC TALLARITA	BRIDGE INSPECTOR				40	80	176	160	176	144	168	168	144	160	176	168	168	176	168	168	176	136	176	160	144	168	176	160	176	184	168	168	168			
BRIAN RISHER	ROADWAY INSPECTOR*/**																																			
DAVID PRECIADO	IRRIGATION INSPECTOR*/**					46																						40	120	60		20				
* AS NEEDED																																				
ECORP																																				
DONALD MITCHELL	PRINCIPAL III/SOUTHWEST U.S. OPERATIONS MANAGER		1												1																					
LISA WESTWOOD	PRINCIPAL IV/SOCAL OPERATIONS MANAGER		2												2																					
BRANT BRECHBIEL	PRINCIPAL I/CHIEF CONTRACTING OFFICER		1												1																					
JOSH CORONA-BENNETT	SENIOR II/ENVIRONMENTAL COMPLIANCE COORDINATOR		4					1	4	4	4	4	4	4	6	6	6	4	4	4	4	4	4	4	4	6	6	6	4	4	4	4	4			
KEVIN ISRAEL	SENIOR I/ENVIRONMENTAL COMPLIANCE COORDINATOR		8					1	4	4	4	4	4	4	6	6	6	4	4	4	4	4	4	4	4	6	6	6	4	4	4	4	4			
CHRISTINE TISCHER	SENIOR II (PERMITTED) WILDLIFE BIOLOGIST II														4																					
WILLIAM DUVALL	SENIOR II / NOISE SPECIALIST											2	2		4	2	2							2	2		4	2	2							
WENDY TURNER	SENIOR I BIOLOGIST/MONITOR							10							2																					
CARLEY ADAMS	SENIOR I BIOLOGIST/MONITOR/RESTORATION SPECIALIST																																			
GREG HAMPTON	STAFF II BIOLOGIST/MONITOR/RESTORATION SPECIALIST									20	6			6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6				
RICHARD CRAVEY	ASSOCIATE III BIOLOGIST/MONITOR/RESTORATION SPECIALIST									20	6	12		6	6	6	6	6	6	6	6	6	6	12	6	6	6	6	6	6	6	6				
REENA LAM	ASSOCIATE III BIOLOGIST/MONITOR/RESTORATION SPECIALIST									20	6			6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6				
CAROLINE GARCIA	ASSOCIATE III BIOLOGIST/MONITOR/RESTORATION SPECIALIST							16	20	6	6		6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6				
KIRSTEN ZORNADO	ASSISTANT I BIOLOGIST/MONITOR/RESTORATION SPECIALIST								20	6	6		6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6				
SARAH WAGNER	ASSISTANT I BIOLOGIST/MONITOR/RESTORATION SPECIALIST								20	6	6		6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6				
MARC GUIDRY	GIS SPECIALIST III							2	2					2																						
TORREY ROTELLINI	GIS SPECIALIST I							4	4					4																						
LAURA HESSE	PUBLICATIONS SPECIALIST II							2			2																									
JACKIE MCCOMAS	ACCOUNTANT III		0.5					0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5				
CL SURVEYING AND MAPPING (DBE)																																				
DAN CALVILLA	PRINCIPAL SURVEYOR				4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4				
	2 MAN SURVEY CREW				8	16	16	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24				
	OFFICE CALCS/MAPPER				6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6				
EARTHSPECTIVES (Billing is per test and report, not per hour)																																				
HOSSEIN RASHIDI	PILE GGL TESTING - ANALYSIS AND REPORTING																																			
GGL TECHNICIAN	PILE GGL FILED TESTING																																			
ATLAS																																				
JAY SCHNEIDER	SENIOR GEOLOGIST - HAZ 1-6						61	22	22																											
AZITA ASSADI	GEOLOGIST						12																													
STEVE DRENGSON	SENIOR ENVIRONMENTAL PROJECT MANAGER - HAZ 7-9						22	10	10																											
MAX QUEZADA	HAZMAT PROJECT MANAGER						44	20	20																											
JOSE SANDOVAL	SITE SURVEY AND SAMPLING						170	170	120																											
DAN FURGUSON	PROJECT MANAGER/FIELD MANAGER						10	10	8	8	8	8	8	8	8	8	8	8	8	8	12	12	8	6	6	6	6	6	6	6	6	8	4			
REZA SAEEDZADEH	GEOTECHNICAL ENGINEERING, LAB TESTING REVIEW & REPORT															1	1	1	1																	
STEPHANE DALO	CIDH PILE, FOOTING, GRADING OBSERVATION **									104	112	128									48	144	80	32												
PW GROUP 1	SOIL COMPACTION TESTING & CONCRETE SAMPLING **									80	132	80	116	136	144	36	72	72							152	96	216	28	144	32	72	172	40	20		
PW GROUP 4	CORING TECHNICIAN **																																24			
ADMIN	ADMINISTRATION ASSISTANT						8	8	8	8	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	2	2	2	2	4			
SAFEWORK (DBE)																																				
KATHY KEATING	LABOR COMPLIANCE					12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12			
LABOR COMPLIANCE ASSISTANT	LABOR COMPLIANCE					4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4			

Prepared for: City of Chula Vista
 Heritage Road Bridge Construction Management
 STAFFING PLAN, COSTS and FEES

Exhibit A



Last Update : 11/3/2023

NAME	POSITION	CONSTRUCTION PHASE																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
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 Heritage Road Bridge Construction Management
 STAFFING PLAN, COSTS and FEES



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NAME	POSITION	CLOSEOUT/PLANT ESTABLISHMENT													Labor Rates				
		2027													2023	2024	2025	2026	2027
		Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov					
T.Y. LIN INTERNATIONAL		144	176	152	144	176	176	160	176	168	176	168	160	152					
WADE DURANT	RESIDENT ENGINEER/STRUCTURE REP.	144	144	152	40	20	1	1	1	1	1	1	1	20	\$243.29	\$253.02	\$263.14	\$273.66	\$284.60
ADRIANNA CARO	ROADWAY INSPECTOR/ ASST BRIDGE INSPECTOR**	144	144	152	80										\$175.52	\$184.80	\$189.71	\$190.25	\$190.82
ASHLEY MONTGOMERY	BRIDGE INSPECTOR/Submittal review-*as needed														\$147.95	\$153.86	\$160.02	\$166.42	\$173.08
CATHY SALAS	PROJECT ADMINISTRATION	4	4	1	1	1	1	1	1	1	1	1	1	5	\$124.63	\$129.60	\$134.79	\$140.17	\$145.77
REDDY ENGINEERING SERVICES (DBE)																			
ERIC TALLARITA	BRIDGE INSPECTOR	144	80	20											\$213.84	\$222.41	\$231.30	\$240.55	\$250.17
BRIAN RISHER	ROADWAY INSPECTOR**/**														\$195.40	\$200.59	\$205.81	\$206.48	\$207.16
DAVID PRECIADO	IRRIGATION INSPECTOR**/**	20													\$191.03	\$196.27	\$201.54	\$204.32	\$212.49
* AS NEEDED																\$0.00	\$0.00	\$0.00	\$0.00
ECORP																			
DONALD MITCHELL	PRINCIPAL III/SOUTHWEST U.S. OPERATIONS MANAGER												1		\$314.11	\$326.67	\$339.73	\$353.30	\$367.45
LISA WESTWOOD	PRINCIPAL IV/SOCAL OPERATIONS MANAGER												2		\$257.33	\$267.62	\$278.33	\$289.45	\$301.02
BRANT BRECHBIEL	PRINCIPAL I/CHIEF CONTRACTING OFFICER												1		\$270.87	\$281.71	\$292.99	\$304.71	\$316.92
JOSH CORONA-BENNETT	SENIOR II/ENVIRONMENTAL COMPLIANCE COORDINATOR	4	4	4	4	6	6	6	4	4	4	4	4	6	\$148.61	\$154.57	\$160.75	\$167.19	\$173.88
KEVIN ISRAEL	SENIOR I/ENVIRONMENTAL COMPLIANCE COORDINATOR	4	4	4	4	6	6	6	4	4	4	4	4	12	\$143.39	\$149.12	\$155.08	\$161.29	\$167.73
CHRISTINE TISCHER	SENIOR II (PERMITTED) WILDLIFE BIOLOGIST II					4									\$148.39	\$154.32	\$160.50	\$166.90	\$173.59
WILLIAM DUVALL	SENIOR II / NOISE SPECIALIST			2	2	4	2	2							\$159.32	\$165.69	\$172.32	\$179.20	\$186.37
WENDY TURNER	SENIOR I BIOLOGIST/MONITOR			4		2									\$130.95	\$136.19	\$141.63	\$147.31	\$153.20
CARLEY ADAMS	SENIOR I BIOLOGIST/MONITOR/RESTORATION SPECIALIST	4	4												\$125.93	\$130.96	\$136.19	\$141.63	\$147.31
GREG HAMPTON	STAFF II BIOLOGIST/MONITOR/RESTORATION SPECIALIST	6	52	24	16			6	6	6			8	12	\$113.12	\$117.64	\$122.36	\$127.26	\$132.36
RICHARD CRAVEY	ASSOCIATE III BIOLOGIST/MONITOR/RESTORATION SPECIALIST			24	16			6		6			8	12	\$98.78	\$102.73	\$106.84	\$111.11	\$115.54
REENA LAM	ASSOCIATE III BIOLOGIST/MONITOR/RESTORATION SPECIALIST	6	8	12	8	6					6		8	12	\$95.59	\$99.41	\$103.40	\$107.54	\$111.84
CAROLINE GARCIA	ASSOCIATE III BIOLOGIST/MONITOR/RESTORATION SPECIALIST	6	24		6							6		12	\$98.78	\$102.73	\$106.84	\$111.11	\$115.54
KIRSTEN ZORNADO	ASSISTANT I BIOLOGIST/MONITOR/RESTORATION SPECIALIST	6												6	\$74.88	\$77.87	\$81.00	\$84.25	\$87.63
SARAH WAGNER	ASSISTANT I BIOLOGIST/MONITOR/RESTORATION SPECIALIST	6	6			6								6	\$67.81	\$70.51	\$73.35	\$76.28	\$79.34
MARC GUIDRY	GIS SPECIALIST III													4	\$141.86	\$147.53	\$153.42	\$159.57	\$165.95
TORREY ROTELLINI	GIS SPECIALIST I		12		2									12	\$94.89	\$98.68	\$102.63	\$106.74	\$111.01
LAURA HESSE	PUBLICATIONS SPECIALIST II		4											4	\$110.98	\$115.41	\$120.03	\$124.84	\$129.84
JACKIE MCCOMAS	ACCOUNTANT III	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	\$108.91	\$113.28	\$117.80	\$122.52	\$127.42
CL SURVEYING AND MAPPING (DBE)																			
DAN CALVILLA	PRINCIPAL SURVEYOR	4	4												\$236.32	\$245.77	\$255.61	\$265.81	\$276.43
	2 MAN SURVEY CREW	16	8												\$365.01	\$379.59	\$394.78	\$410.57	\$426.99
	OFFICE CALCS/MAPPER	6	6												\$189.06	\$196.62	\$204.50	\$212.69	\$221.20
EARTHSPECTIVES (Billing is per test and report, not per hour)																			
HOSSEIN RASHIDI	PILE GGL TESTING - ANALYSIS AND REPORTING																		
GGL TECHNICIAN	PILE GGL FILED TESTING																		
ATLAS																			
JAY SCHNEIDER	SENIOR GEOLOGIST - HAZ 1-6														\$133.23	\$138.56	\$144.09	\$149.85	\$155.85
AZITA ASSADI	GEOLOGIST														\$98.04	\$101.97	\$106.04	\$110.27	\$114.68
STEVE DRENGSON	SENIOR ENVIRONMENTAL PROJECT MANAGER - HAZ 7-9														\$139.29	\$144.87	\$150.66	\$156.69	\$162.96
MAX QUEZADA	HAZMAT PROJECT MANAGER														\$112.68	\$117.17	\$121.87	\$126.74	\$131.81
JOSE SANDOVAL	SITE SURVEY AND SAMPLING														\$86.67	\$90.14	\$93.76	\$97.52	\$101.42
DAN FURGUSON	PROJECT MANAGER/FIELD MANAGER	4	4	4											\$150.33	\$156.34	\$162.60	\$169.12	\$175.88
REZA SAEEDZADEH	GEOTECHNICAL ENGINEERING, LAB TESTING REVIEW & REPORT	4													\$198.87	\$206.82	\$215.10	\$223.71	\$232.66
STEPHANE DALO	CIDH PILE, FOOTING, GRADING OBSERVATION **														\$173.66	\$181.54	\$185.66	\$184.85	\$184.00
PW GROUP 1	SOIL COMPACTION TESTING & CONCRETE SAMPLING **	20	20	20											\$159.62	\$167.09	\$171.10	\$169.87	\$170.24
PW GROUP 4	CORING TECHNICIAN **														\$145.51	\$151.34	\$157.39	\$163.69	\$170.23
ADMIN	ADMINISTRATION ASSISTANT	4	4	4											\$91.92	\$95.61	\$99.42	\$103.38	\$107.52
SAFEWORK (DBE)																			
KATHY KEATING	LABOR COMPLIANCE	12	12	12											\$177.03	\$184.11	\$191.48	\$199.13	\$207.09
LABOR COMPLIANCE ASSISTANT	LABOR COMPLIANCE	4	4	4											\$85.81	\$89.24	\$92.82	\$96.53	\$100.39

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NAME	POSITION	CLOSEOUT/PLANT ESTABLISHMENT												Labor Rates								
		2027																				
		Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov								
ZT CONSULTING GROUP																						
SOURCE INSPECTOR	SOURCE INSPECTION - REBAR HOOPS, HEADED BARS, PT																\$168.57	\$175.33	\$182.35	\$189.65	\$197.24	
FARZAD TASBIHGOO	SOURCE INSPECTION/REPORTS																\$199.01	\$206.98	\$215.27	\$223.88	\$232.84	
STC TRAFFIC, INC.																						
BRETT HANSEN / KEVIN STONE	PRECONSTRUCTION/SUBMITTALS (NON-PW)																\$181.60	\$188.87	\$196.42	\$204.27	\$212.44	
BRETT HANSEN / KEVIN STONE/J WALTER	SIGNAL INSTALLATION INSPECTION**																\$232.88	\$245.27	\$251.83	\$252.55	\$262.65	
BRETT HANSEN / KEVIN STONE/J WALTER	SIGNAL INTERCONNECT INSPECTION**																\$232.88	\$245.27	\$251.83	\$252.55	\$262.65	
BRETT HANSEN / KEVIN STONE/J WALTER	STREET LIGHTING INSPECTION**																\$232.88	\$245.27	\$251.83	\$252.55	\$262.65	
BRIAN F. SMITH AND ASSOCIATES																						
ARCHEO / PALEO MONITOR	ARCHEO / PALEO MONITOR																\$71.06	\$73.90	\$76.85	\$79.92	\$83.12	
BRIAN SMITH	PRINCIPAL INVESTIGATOR																\$168.45	\$175.18	\$182.19	\$189.48	\$197.06	
TRACY STROPES	SENIOR ARCHAEOLOGIST																\$139.93	\$145.53	\$151.36	\$157.42	\$163.72	
JILLIAN HAHNLEN	LABORATORY SUPERVISOR																\$75.24	\$78.25	\$81.38	\$64.65	\$67.24	
BUD HOFF	FIELD SUPERVISOR																\$87.78	\$91.29	\$94.95	\$98.75	\$102.70	
TODD WIRTHS	SENIOR PALEONTOLOGIST																\$97.19	\$101.07	\$105.11	\$109.31	\$113.68	
JENNIFER STROPES	SENIOR HISTORIAN																\$106.99	\$111.27	\$115.72	\$120.34	\$125.15	
ELENA GORALOGIA	REPORT WRITER																\$79.42	\$82.60	\$85.90	\$89.33	\$92.90	
BLUE LAKE CIVIL(DBE)																						
DANIELLE GOOSENS	QSD SWPPP REVIEW																\$125.49	\$130.51	\$135.74	\$141.18	\$146.83	
** Rates for 2023 and 2024 are average rates for the year due to a change in required prevailing wage rate set by the DIR determination in July of each year.																						
		2027																				
		Rain season																				
		Migratory and Raptor Nesting Season (1/15-8/31)																				
		Bird Breeding Season (2/15-9/15)																				
		LBV nesting season (3/15-9/15)																				
		CAGN nesting season (2/15-8/15)																				
Month		Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov								
Hrs/month		144	176	152	144	176	176	160	176	168	176	168	160	152								
ESTIMATED CONSTRUCTION SCHEDULE		Post-Construction																				
Construction Contract Bid/Award Contract																						
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Schedule includes roughly 12 holidays per year, and roughly 10 weather delay days per rain																						

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 STAFFING PLAN, COSTS and FEES

Exhibit A

Last Update : 11/3/2023

NAME	POSITION	Fee Estimate											Subtotal per Firm				
		2024		2025		2026		2027		ODCs	Total				%		
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	\$	Hours	\$					
T.Y. LIN INTERNATIONAL													T.Y. LIN INTERNATIONAL				
WADE DURANT	RESIDENT ENGINEER/STRUCTURE REP.	1520	\$384,590	1984	\$522,070	1960	\$536,374	239	\$68,019	\$46,000	5703	\$1,557,053	27.42%	\$2,597,529	45.7%		
ADRIANNA CARO	ROADWAY INSPECTOR/ ASST BRIDGE INSPECTOR**	1064	\$196,627	1984	\$376,385	1960	\$372,890	232	\$44,270		5240	\$990,172	17.44%				
ASHLEY MONTGOMERY	BRIDGE INSPECTOR/Submittal review-*as needed	200	\$30,772	0	\$0	0	\$0	0	\$0		200	\$30,772	0.54%				
CATHY SALAS	PROJECT ADMINISTRATION	32	\$4,147	48	\$6,470	48	\$6,728	15	\$2,187		143	\$19,532	0.34%				
REDDY ENGINEERING SERVICES (DBE)													REDDY ENGINEERING SERVICES (DBE)				
ERIC TALLARITA	BRIDGE INSPECTOR	944	\$209,955	1984	\$458,899	1896	\$456,083	20	\$5,003	\$15,000	4844	\$1,144,940	20.16%	\$1,207,092	21.3%		
BRIAN RISHER	ROADWAY INSPECTOR**/**	0	\$0	0	\$0	0	\$0	0	\$0		0	\$0	0.00%				
DAVID PRECIADO	IRRIGATION INSPECTOR**/**	46	\$9,028	0	\$0	260	\$53,123	0	\$0		306	\$62,152	1.09%				
* AS NEEDED		0	\$0	0	\$0	0	\$0	0	\$0		0	\$0	0.00%				
ECORP													ECORP				
DONALD MITCHELL	PRINCIPAL III/SOUTHWEST U.S. OPERATIONS MANAGER	1	\$327	1	\$340	1	\$353	1	\$367	\$7,000	4	\$8,387	0.15%	\$230,646	4.1%		
LISA WESTWOOD	PRINCIPAL IV/SOCAL OPERATIONS MANAGER	2	\$535	2	\$557	2	\$579	2	\$602		8	\$2,273	0.04%				
BRANT BRECHBIEL	PRINCIPAL I/CHIEF CONTRACTING OFFICER	21	\$5,916	1	\$293	1	\$305	1	\$317		24	\$6,831	0.12%				
JOSH CORONA-BENNETT	SENIOR II/ENVIRONMENTAL COMPLIANCE COORDINATOR	17	\$2,628	54	\$8,681	54	\$9,028	52	\$9,042		177	\$29,378	0.52%				
KEVIN ISRAEL	SENIOR I/ENVIRONMENTAL COMPLIANCE COORDINATOR	21	\$3,132	54	\$8,375	54	\$8,710	58	\$9,728		187	\$29,944	0.53%				
CHRISTINE TISCHER	SENIOR II (PERMITTED) WILDLIFE BIOLOGIST II	0	\$0	4	\$642	4	\$668	4	\$694		12	\$2,004	0.04%				
WILLIAM DUVALL	SENIOR II / NOISE SPECIALIST	0	\$0	12	\$2,068	12	\$2,150	12	\$2,236		36	\$6,455	0.11%				
WENDY TURNER	SENIOR I BIOLOGIST/MONITOR	10	\$1,362	2	\$283	2	\$295	6	\$919		20	\$2,859	0.05%				
CARLEY ADAMS	SENIOR I BIOLOGIST/MONITOR/RESTORATION SPECIALIST	0	\$0	0	\$0	12	\$1,700	0	\$0		12	\$1,700	0.03%				
GREG HAMPTON	STAFF II BIOLOGIST/MONITOR/RESTORATION SPECIALIST	26	\$3,059	54	\$6,607	106	\$13,490	78	\$10,324		264	\$33,480	0.59%				
RICHARD CRAVEY	ASSOCIATE III BIOLOGIST/MONITOR/RESTORATION SPECIALIST	32	\$3,287	66	\$7,051	66	\$7,333	64	\$7,395		228	\$25,067	0.44%				
REENA LAM	ASSOCIATE III BIOLOGIST/MONITOR/RESTORATION SPECIALIST	26	\$2,585	60	\$6,204	62	\$6,667	52	\$5,816		200	\$21,272	0.37%				
CAROLINE GARCIA	ASSOCIATE III BIOLOGIST/MONITOR/RESTORATION SPECIALIST	42	\$4,315	72	\$7,693	90	\$10,000	24	\$2,773		228	\$24,780	0.44%				
KIRSTEN ZORNADO	ASSISTANT I BIOLOGIST/MONITOR/RESTORATION SPECIALIST	32	\$2,492	60	\$4,860	54	\$4,550	6	\$526		152	\$12,427	0.22%				
SARAH WAGNER	ASSISTANT I BIOLOGIST/MONITOR/RESTORATION SPECIALIST	32	\$2,256	66	\$4,841	72	\$5,492	12	\$952		182	\$13,542	0.24%				
MARC GUIDRY	GIS SPECIALIST III	4	\$590	2	\$307	2	\$319	4	\$664		12	\$1,880	0.03%				
TORREY ROTELLINI	GIS SPECIALIST I	8	\$789	4	\$411	16	\$1,708	14	\$1,554		42	\$4,462	0.08%				
LAURA HESSE	PUBLICATIONS SPECIALIST II	4	\$462	0	\$0	4	\$499	4	\$519		12	\$1,480	0.03%				
JACKIE MCCOMAS	ACCOUNTANT III	2.5	\$283	6	\$707	6	\$735	5.5	\$701		20	\$2,426	0.04%				
CL SURVEYING AND MAPPING (DBE)													CL SURVEYING AND MAPPING (DBE)				
DAN CALVILLA	PRINCIPAL SURVEYOR	28	\$6,882	48	\$12,269	48	\$12,759	0	\$0		124	\$31,910	0.56%	\$337,348	5.9%		
	2 MAN SURVEY CREW	136	\$51,624	288	\$113,697	248	\$101,821	0	\$0		672	\$267,142	4.70%				
	OFFICE CALCS/MAPPER	42	\$8,258	72	\$14,724	72	\$15,314	0	\$0		186	\$38,296	0.67%				
EARTHSPECTIVES (Billing is per test and report, not per hour)													EARTHSPECTIVES (Billing is per test and report, not per hour)				
HOSSEIN RASHIDI	PILE GGL TESTING - ANALYSIS AND REPORTING	0	\$0	0	\$0	0	\$0	0	\$0	\$65,000	0	\$65,000	1.14%	\$65,000	1.1%		
GGL TECHNICIAN	PILE GGL FILED TESTING	0	\$0	0	\$0	0	\$0	0	\$0		0	\$0	0.00%				
ATLAS													ATLAS				
JAY SCHNEIDER	SENIOR GEOLOGIST - HAZ 1-6	105	\$14,549	0	\$0	0	\$0	0	\$0	\$307,033	105	\$321,582	5.66%	\$952,941	16.8%		
AZITA ASSADI	GEOLOGIST	12	\$1,224	0	\$0	0	\$0	0	\$0		12	\$1,224	0.02%				
STEVE DRENGSON	SENIOR ENVIRONMENTAL PROJECT MANAGER - HAZ 7-9	42	\$6,085	0	\$0	0	\$0	0	\$0		42	\$6,085	0.11%				
MAX QUEZADA	HAZMAT PROJECT MANAGER	84	\$9,842	0	\$0	0	\$0	0	\$0		84	\$9,842	0.17%				
JOSE SANDOVAL	SITE SURVEY AND SAMPLING	460	\$41,463	0	\$0	0	\$0	0	\$0		460	\$41,463	0.73%				
DAN FURGUSON	PROJECT MANAGER/FIELD MANAGER	44	\$6,879	102	\$16,585	68	\$11,500	4	\$704		218	\$35,668	0.63%				
REZA SAEEDZADEH	GEOTECHNICAL ENGINEERING, LAB TESTING REVIEW & REPORT	8	\$1,655	8	\$1,721	8	\$1,790	0	\$0		24	\$5,165	0.09%				
STEPHANE DALO	CIDH PILE, FOOTING, GRADING OBSERVATION **	344	\$62,450	304	\$56,441	0	\$0	0	\$0		648	\$118,890	2.09%				
PW GROUP 1	SOIL COMPACTION TESTING & CONCRETE SAMPLING **	292	\$48,790	940	\$160,834	1012	\$171,908	20	\$3,405		2264	\$384,938	6.78%				
PW GROUP 4	CORING TECHNICIAN **	0	\$0	32	\$5,036	64	\$10,476	0	\$0		96	\$15,512	0.27%				
ADMIN	ADMINISTRATION ASSISTANT	36	\$3,442	48	\$4,772	38	\$3,928	4	\$430		126	\$12,573	0.22%				
SAFEWORK (DBE)													SAFEWORK (DBE)				
KATHY KEATING	LABOR COMPLIANCE	72	\$13,256	144	\$27,572	144	\$28,675	12	\$2,485	\$1,000	372	\$72,989	1.29%			\$84,621	1.5%
LABOR COMPLIANCE ASSISTANT	LABOR COMPLIANCE	24	\$2,142	48	\$4,455	48	\$4,634	4	\$402		124	\$11,632	0.20%				

Prepared for: City of Chula Vista
 Heritage Road Bridge Construction Management
 STAFFING PLAN, COSTS and FEES

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NAME	POSITION	Fee Estimate											Subtotal per Firm			
		2024	2025	2026	2027	ODCs	Total									
ZT CONSULTING GROUP													ZT CONSULTING GROUP			
SOURCE INSPECTOR	SOURCE INSPECTION - REBAR HOOPS, HEADED BARS, PT	112	\$19,637	0	\$0	0	\$0	0	\$0	\$15,955	112	\$35,592	0.63%	\$50,908	0.9%	
FARZAD TASBIHGOO	SOURCE INSPECTION/REPORTS	74	\$15,317	0	\$0	0	\$0	0	\$0		74	\$15,317	0.27%			
STC TRAFFIC , INC.													STC TRAFFIC , INC.			
BRETT HANSEN / KEVIN STONE	PRECONSTRUCTION/SUBMITTALS (NON-PW)	50	\$9,444	0	\$0	0	\$0	0	\$0	\$3,000	50	\$12,444	0.22%	\$87,860	1.5%	
BRETT HANSEN / KEVIN STONE/J WALTER	SIGNAL INSTALLATION INSPECTION**	20	\$4,905	60	\$15,110	100	\$25,255	0	\$0		180	\$45,270	0.80%			
BRETT HANSEN / KEVIN STONE/J WALTER	SIGNAL INTERCONNECT INSPECTION**	0	\$0	0	\$0	60	\$15,153	0	\$0		60	\$15,153	0.27%			
BRETT HANSEN / KEVIN STONE/J WALTER	STREET LIGHTING INSPECTION**	20	\$4,905	20	\$5,037	20	\$5,051	0	\$0		60	\$14,993	0.26%			
BRIAN F. SMITH AND ASSOCIATES													BRIAN F. SMITH AND ASSOCIATES			
ARCHEO / PALEO MONITOR	ARCHEO / PALEO MONITOR	280	\$20,693	240	\$18,444	0	\$0	0	\$0	\$3,000	520	\$42,137	0.74%	\$59,040	1.0%	
BRIAN SMITH	PRINCIPAL INVESTIGATOR	6	\$1,051	2	\$364	0	\$0	0	\$0		8	\$1,415	0.02%			
TRACY STROPES	SENIOR ARCHAEOLOGIST	30	\$4,366	20	\$3,027	0	\$0	0	\$0		50	\$7,393	0.13%			
JILLIAN HAHNLEN	LABORATORY SUPERVISOR	0	\$0	10	\$814	0	\$0	0	\$0		10	\$814	0.01%			
BUD HOFF	FIELD SUPERVISOR	6	\$548	4	\$380	0	\$0	0	\$0		10	\$928	0.02%			
TODD WIRTHS	SENIOR PALEONTOLOGIST	6	\$606	4	\$420	0	\$0	0	\$0		10	\$1,027	0.02%			
JENNIFER STROPES	SENIOR HISTORIAN	6	\$668	4	\$463	0	\$0	0	\$0		10	\$1,130	0.02%			
ELENA GORALOGIA	REPORT WRITER	30	\$2,478	20	\$1,718	0	\$0	0	\$0		50	\$4,196	0.07%			
BLUE LAKE CIVIL(DBE)													BLUE LAKE CIVIL(DBE)			
DANIELLE GOOSENS	QSD SWPPP REVIEW	40	\$5,220	0	\$0	0	\$0	0	\$0		40	\$5,220	0.09%	\$5,220	0.09%	
** Rates for 2023 and 2024 are average rates for the year due to a change in required prevailing wage rate set by the DIR determination in July of each year.																
		6495.5	\$1,237,514.41	8938	\$1,887,625.46	8674	\$1,908,043.07	949.5	\$182,034.09	\$462,988.00	25057	\$5,678,205	100%	Totals	100.0%	
		2024		2025		2026		2027		ODCs		\$1,634,281.60	28.8%	DBE Total	28.8%	
													18% GOAL			
													TOTAL PROPOSAL	\$5,678,205	TOTAL PROPOSAL	
Month																
Hrs/month																
ESTIMATED CONSTRUCTION SCHEDULE																
Construction Contract Bid/Award Contract																
Submittal Development																
Submittal Review																
Material Procurement																
STAGE 1 - Heritage Road East Side, Main Street Widening																
Bents																
Falsework																
Stem and Soffit																
Deck																
Approach/Barrier/Joints/etc																
STAGE 2 - Heritage/Main Intersection																
STAGE 3 - Heritage Road West Side																
STAGE 4 - Heritage Road Median																
STAGE 5 - Heritage Road East Sidewalk and Shoulder																
STAGE 6 - Waterline Tie-ins and Punchlist																
Planting and Irrigation																
Project Closeout																
1 Year Plant Establishment																
Schedule includes roughly 12 holidays per year, and roughly 10 weather delay days per rain																