FIRST AMENDMENT to Agreement between the City of Chula Vista and

T.Y. Lin International

To Provide Professional Construction Management Consulting Services for the Willow Street Bridge Replacement Project (CIP #STL261)

This FIRST AMENDMENT To Agreement Between The City of Chula Vista and T.Y. Lin International To Provide Construction Management Consulting Services for the Willow Street Bridge Replacement Project (CIP #261) (õFirst Amendmentö) is entered into effective as of April 24, 2018 õEffective Dateö by and between the City of Chula Vista (õCityö) and T.Y. Lin International, a California corporation (õConsultantö), with reference to the following facts:

RECITALS

WHEREAS, City and Consultant previously entered into an Agreement between City of Chula Vista and T.Y. Lin International for Professional Construction Management Consulting Services for the Willow Street Bridge Replacement Project (Toriginal Agreement) on November 8, 2016 by Resolution No. 2016-222; and

WHEREAS, the Original Agreement amount was \$2,157,242 and, to date, \$1,239,109.57 has been paid to the Consultant which results in a remaining balance of \$918,132.43; and

WHEREAS, due to the complex nature of the project construction, City staff procured professional construction management consulting services to coordinate, inspect, monitor, and document construction of the project in accordance with Caltrans Local Assistance Procedures Manual (LAPM) and industry standards for bridge construction; and

WHEREAS, the First Amendment will increase the Original Agreement by \$555,586, resulting in a new total agreement amount of \$2,712,828; and

WHEREAS, City and Consultant desire to amend the Agreement to account for increases in costs associated with some items from the original scope of work that require additional time and effort to ensure completion of the Willow Street Bridge Replacement project under the agreement; and

NOW, THEREFORE, in consideration of the above recitals and the mutual obligations of the parties set forth herein, City and Consultant agree as follows:

- 1. Exhibit A, entitled Amended and Restated Scope of Work and Payment Terms is hereby attached hereto and incorporated herein by this reference.
- 2. Except as expressly provided herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

City of Chula Vista Amendment to Agreement No.: 16109 Consultant Name: T.Y. Lin International 3. Each party represents that it has full right, power and authority to execute this First Amendment and to perform its obligations hereunder, without the need for any further action under its governing instruments, and the parties executing this Amendment on the behalf of such party are duly authorized agents with authority to do so.

SIGNATURE PAGE TO FIRST **AMENDMENT** TO

PROVIDE PROFESSIONAL CONSTRUCTION MANAGEMENT CONSULTING SERVICES

T.Y. LIN INTERNATIONAL	CITY OF CHULA VISTA
BY: Loud CLARK FERNON, P.E., VICE PRESIDENT T.Y. LIN INTERNATIONAL	BY: MARY CASILLAS SALAS MAYOR
	ATTEST
	BY: KERRY K. BIGELOW CITY CLERK
	APPROVED AS TO FORM
	BY: GLEN R. GOOGINS CITY ATTORNEY

EXHIBIT A AMENDED AND RESTATED SCOPE OF WORK AND PAYMENT TERMS

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:

Gregory E. Tscherch, P.E., P.L.S. 276 Fourth Avenue, Chula Vista, CA 91910 619-409-1974 gtscherch@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.us

B. Contractor/Service Provider Contract Administration:

T.Y. Lin International [404 Camino del Rio South, Suite 700, San Diego, CA 92108 619-279-3489 wade.durant@tylin.com]

For Legal Notice Copy to:

Clark Fernon, P.E.
Unit Manager-So Cal/Nevada
T.Y. Lin International
404 Camino del Rio South, Suite 700, San Diego, CA 92108
619-692-1920
clark.fernon@tylin.com

2. Required Services

A. General Description:

T. Y. Lin International will provide Resident Engineering, Construction Inspection, Bridge Inspection, Construction Surveying, Environmental Compliance, Geotechnical, and Materials Testing Services for the construction of the replacement Willow Street Bridge over the Sweetwater River.

B. Detailed Description:

The project scope of work shall be as described in the Request for Proposals and as summarized below:

> Construction Inspection and Management Services

City of Chula Vista Amendment to Agreement No.: 16109 Consultant Name: T.Y. Lin International Consultant shall provide professional engineering services to perform 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 team 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 Document Management Services with the Contractors 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 depending on the RE expertise. 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.

Consultant shall provide a Construction Inspector to coordinate all requests and submittals from the Contractor pertaining to civil improvements through the RE and 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 Consultant team shall also include a The Bridge Inspector will report to the RE and will be responsible for reviewing aspects of the work pertaining to construction of structures with periodic assistance from the Construction Inspector as needed. The Bridge Inspector is to perform the duties of the RE and Construction Inspector 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 and paint, and equipment such as vehicles, survey equipment, personal computers, camera, and personal safety devices to perform this work. The Consultant® 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 and interpret environmental regulatory requirements and conduct field inspections and audits of ongoing construction operations and records as

City of Chula Vista Amendment to Agreement No.: 16109 Consultant Name: T.Y. Lin International necessary to ensure compliance with regulatory agency permit requirements. The Consultant shall have the capability and be prepared to liaison with the Cityøs environmental personnel along with local, state, and federal regulatory inspectors. The Consultant shall also assist the ORE in coordinating any external audits that may be performed by regulatory agencies. Refer to the Willow Street Bridge Replacement Project Mitigation Measure Monitoring and Reporting Program for specific monitoring and training requirements. The Consultant shall also observe and document Contractor compliance with the MMMRP 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, drilling equipment, laboratory test equipment, personal computers, camera, tools, and personal safety equipment to perform this work. The Consultantos personnel shall have experienced performing geotechnical investigations for bridge replacement projects, knowledge of Caltrans requirements, ability to provide geotechnical investigation 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 registered Geotechnical Engineer or a Civil Engineer, geologist, CAD operator and laboratory and concrete technicians experienced in a wide variety of structure construction engineering, soils engineering, field inspection, material testing, field engineering, contract administration and other related duties. In-situ soil mitigation activities are not anticipated for this project as the liquefiable soils will be mitigated by the foundation design.

> Materials Testing Services

The material testing consultant will 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 the Original Agreement, the term of the Amendment shall begin [November 8, 2016] and end on [December 31, 2020] for completion of all Required Services.

4. Compensation:

A. Form of Compensation

⊠ Time and Materials. For performance of the Defined Services by Consultant as herein required, City shall pay Consultant for the productive hours of time spent by Consultant in the performance of said Services, at the rates or amounts as indicated in the attached Exhibit B and summarized below:

Name	Original Agreement Amount	First Amendment Amount
T.Y. Lin International (Consultant)	\$1,361,607	\$187,000.00
DHS (Sub-Contractor)	\$217,875	\$40,000.00
ECORP Consulting, Inc. (Sub-Contractor)	\$123,838	\$288,586.00
Sampo Engineering, Inc. (Sub-Contractor)	\$116,599	\$30,000.00
EarthSpectives (Sub-Contractor)	\$30,725	\$10,000.00
Southern California Soil & Testing, Inc. (Sub-Contractor)	\$237,179	\$0.00
Safework (Sub-Contractor)	\$14,808	\$0.00
ZT Consulting Group (Sub-Contractor)	\$7,812	\$0.00
STC Traffic, Inc. (Sub-Contractor)	\$46,800	\$0.00
	\$2,157,242.00	\$555,586.00

New Agreement Amount (Original Agreement + First Amendment) = \$2,712,828.00

The maximum amount to be paid to the Consultant for all services provided under the Original Agreement and First Amendment shall not exceed \$2,712,828.00.

B. Reimbursement of Costs

oximes Invoiced for agreed-upon amounts as identified in Exhibit B igr|

5. Special Provisions:

□ Permitted Sub-Contractor/Service Providers:

DHS

Southern California Soil & Testing, Inc.

ECORP Consulting, Inc.

Sampo Engineering, Inc.

EarthSpectives

STC Traffic, Inc.

ZT Consulting Group, Inc.

Safework, Inc.

City of Chula Vista Amendment to Agreement No.: 16109

Consultant Name: T.Y. Lin International

Prepared for: City of Chula Vista

Willow Street Bridge Construction Management STAFFING PLAN, COSTS and FEES

TYLININTERNATIONAL

Last Update																				
NAME																		•		
	POSITION								F	ee Estimate										
		LABOR	RATES		2016	201	.7	20:	18	2019 ODCs		Tot	al		Subtotal per Fi	rm	Original		For Budget	
		2018	2019	Hours	\$	Hours	\$	Hours	\$	Hours	\$	\$	Hours	\$	%			Budget	Revision	Purposes Use
T.\	/. LIN INTERNATIONAL															T.Y. LIN INTERNAT	IONAL			
WADE DURANT	RESIDENT ENGINEER/STRUCTURE REP.	\$203.46	\$203.46	60	\$12,208	1665	\$338,761	1840	\$374,366	940	\$191,252	\$20,000	4505	\$936,587	38.64%	\$1,548,612	63.9%	\$1,361,607	\$187.004.70	\$187.000.00
ASHLEY BRIGMON	BRIDGE INSPECTOR/FIELD ENGINEER/SWPPP	\$137.47	\$137.47	0	\$0	1620	\$222,701	2040	\$280,439	580	\$79,733	\$21,200	4240	\$604,073	24.92%	+ -//		+-,,	+	+ /
	BRIDGE INSPECTOR/FIELD ENGINEER-*as needed	\$136.31	\$136.31	0	\$0	0	\$0	0	\$0	0	\$0	\$0	0	\$0	0.00%				1	
CATHY SALAS	PROJECT ADMINISTRATION	\$110.44	\$110.44	0	\$0	36	\$3,976	36	\$3,976	0	\$0		72	\$7,952	0.33%				1	
	DHS (DBE)															DHS (DBE)				
RAFAEL PEREZ	ROADWAY INSPECTOR	\$176.56	\$176.56	0	\$0	720	\$127,125	100	\$17,656	600	\$105,938	\$7,100	1420	\$257,819	10.64%	\$257,819	10.6%	\$217,875	\$39,943.77	\$40,000.00
LUCAS RATHE**	ROADWAY INSPECTOR**	\$171.19	\$171.19	0	\$0	0	\$0	0	\$0	0	\$0	\$0	0	\$0						
CARLOS MENDEZ**	ROADWAY INSPECTOR**	\$134.24		0	\$0	0	\$0	0	\$0	0	\$0		0	\$0						
** used as available for 2nd s	hifts or when Tyson is not available			0	\$0	0	\$0	0	\$0	0	\$0		0	\$0						
	ECORP															ECORP				
Brad Haley	Environmental Compliance Coordinator	\$145.00	\$145.00	15	\$2,175	41	\$5,945	31	\$4,495	14	\$2,030	\$3,400	101	\$18,045	0.74%	\$123,838	5.1%	\$123,838	\$0.00	\$288,586.00
Cheryl Jenkins	Lead Biologist			7	\$945	104	\$14,040	62	\$8,370	14	\$1,890	. ,	187	\$25,245	1.04%				1	
Josh Corona-Bennett	Senior Biologist/Restoration Ecologist	-	\$135.00	0	\$0	0	\$0	0	\$0	92	\$12,420		92	\$12,420		SEE SEPARATE ECOR	P PLAN		†	
Shannan Shaffer	Senior/Permitted Wildlife Biologist	\$145.00	\$145.00	0	\$0	39	\$5,655	32	\$4,640	0	\$0		71	\$10,295	0.42%				1	
Greg Hampton	Assistant Biologist/Monitor	\$69.00	\$69.00	10	\$690	171	\$11,799	112	\$7,728	112	\$7,728		405	\$27,945	1.15%	(original plan shown l	nere)			
Wendy Turner	Associate Biologist/Monitor	\$91.00	\$91.00	0	\$0	116	\$10,556	98	\$8,918	78	\$7,098		292	\$26,572	1.10%					
Jessie Dubus	Assistant Biologist/Monitor	\$69.00	\$69.00	0	\$0	0	\$0	0	\$0	0	\$0		0	\$0	0.00%					
Roger Mason, PhD, RPA	Cultural Resources Principal Investigator	\$166.00	\$166.00	0	\$0	12	\$1,992	0	\$0	0	\$0		12	\$1,992	0.08%					
Unnamed	Staff Biologist/GIS Technician	\$100.00	\$100.00	0	\$0	4	\$400	0	\$0	4	\$400		8	\$800	0.03%					
Unnamed	Production Coordinator / Technical Editor	\$131.00	\$131.00	0	\$0	0	\$0	0	\$0	4	\$524		4	\$524	0.02%					
Unnamed	Associate Word Processor	\$59.00	\$59.00	0	\$0	0	\$0	0	\$0	0	\$0		0	\$0	0.00%					
SAM	PO ENGINEERING (DBE)															SAMPO ENGINEERIN	IG (DBE)			
VINCE SAMPO	PRINCIPAL SURVEYOR	\$185.61	\$185.61	0	\$0	12	\$2,227	11	\$2,042	4	\$742	\$1,999	27	\$7,010	0.29%	\$146,246	6.0%	\$116,599	\$29,646.84	\$30,000.00
STEVE BUECHE/VINCE SAMPO		\$436.59	\$436.59	0	\$0	99	\$43,222	116	\$50,644	48	\$20,956		263	\$114,823	4.74%					
DALLAS BUCKNER	OFFICE CALCS/MAPPER	\$141.93	\$141.93	0	\$0	58	\$8,232	58	\$8,232	56	\$7,948		172	\$24,412	1.01%					
EARTHSPECTIVES (Bi	lling is per test and report, not per hour)															EARTHSPECTIV	'ES			
HOSSEIN RASHIDI	PILE GGL TESTING - ANALYSIS AND REPORTING	\$0.00	\$0.00	0	\$0	0	\$0	0	\$0	0	\$0	\$30,725	0	\$30,725	1.27%	\$40,725	1.7%	\$30,725	\$10,000.00	\$10,000.00
GGL TECHNICIAN	PILE GGL FILED TESTING	\$0.00	\$0.00	0	\$0	0	\$0	0	\$0	0	\$0	\$10,000	0	\$10,000		, ,				
SOUTHERN (CALIFORNIA SOILS AND TESTING															IERN CALIFORNIA SOI	S AND T			
TOM CANADY	PROJECT MANAGER/PRINCIPAL ENGINEER	\$197.24	\$197.24	0	\$0	20	\$3,945	24	\$4,734	4	\$789	\$30,000	48	\$39,468	1.63%	\$237,179	9.8%	\$237,179	\$0.00	
DOUG SKINNER	SENIOR ENVIRONMENTAL GEOLOGIST/HAZ-7 CHAI		\$124.21	0	\$0	20	\$2,484	16	\$1,987	8	\$994	\$8,000	44	\$13,465	0.56%	7=0:7=:0	0.0,1		+	
ANDREW NEUHAUS	PROJECT GEOLOGIST/CIDH PILE DRILLING OBSERVA	- -	\$111.05	0	\$0	40	\$4,442	32	\$3,554	8	\$888	. ,	80	\$8,884	0.37%				1	
PW GROUP 1	SOIL COMPACTION TESTING	\$129.93	\$129.93	0	\$0	528	\$68,603	208	\$27,025	160	\$20,789		896	\$116,417	4.80%					
PW GROUP 2	CONCRETE SAMPLING AND TESTING	\$134.33	\$134.33	0	\$0	200	\$26,866	168	\$22,567	24	\$3,224		392	\$52,657	2.17%					
PW GROUP 2	WELDING INSPECTION	\$134.33		0	\$0	8	\$1,075	8	\$1,075	8	\$1,075		24	\$3,224	0.13%					
AMBER WARD	ADMINISTRATION ASSISTANT	\$63.82	\$63.82	0	\$0	20	\$1,276	24	\$1,532	4	\$255		48	\$3,063	0.13%					
	SAFEWORK (DBE)															SAFEWORK (DE	BE)			
KATHY KEATING	LABOR COMPLIANCE	\$132.21	\$132.21	0	\$0	56	\$7,404	48	\$6,346	8	\$1,058		112	\$14,808	0.61%	\$14,808	0.6%	\$14,808	\$0.00	
THOMAS ROMERO	LABOR COMPLIANCE	\$61.82	\$61.82	0	\$0	0	\$0	0	\$0	0	\$0		0	\$0	0.00%					
ZT	CONSULTING GROUP															ZT CONSULTING G	ROUP			
SOURCE INSPECTOR	SOURCE INSPECTION - CULVERT, REBAR	\$99	\$99	0	\$0	52	\$5,148	0	\$0	0	\$0	\$900	52	\$6,048	0.25%	\$7,812	0.3%	\$7,812	\$0.00	
FARZAD TASBIHGOO	SOURCE INSPECTION - CULVERT, REBAR	\$147.00	\$147.00	0	\$0	12	\$1,764	0	\$0	0	\$0		12	\$1,764	0.07%					
	STC Traffic, Inc.															STC Traffic, In	с.			
CHRIS COMES	SIGNAL INSTALLATION INSPECTION	\$150.00	\$150.00	0	\$0	212	\$31,800	60	\$9,000	40	\$6,000		312	\$46,800	1.93%	\$46,800	1.9%	\$46,800	\$0.00	
				0	\$0	0	\$0	0	\$0	0	\$0		0	\$0						
				92	\$16,017.60	5865	\$951,438.72	5124	\$849,326.39	2810	473,730.76	\$133,324.00	13891	\$2,423,837	100%	Totals	100%	\$2,157,242	\$266,595.31	\$555,586.00

(Does not include Ecorp changes)

(Does not include Ecorp changes)

17.3% Estimated DBE Participation

Prepared for: City of Chula Vista

Willow Street Bridge Construction Management STAFFING PLAN

ECORP

NAME						Phas	e 5C, 6				F	Phase 7		Closeo	ut										
NAME	POSITION						20:	18						2019						Fee Estimate					
		Lab	or Rates	Feb M	ar Apr	May	un Ju	ul Aug	Sep	Oct	Nov De	ec Jan	Feb	Mar	Apr	May	2018	В		2019+	ODCs		Total		Subtotal per Firm
	•	2018	2019	160 20	00 160	160 2	100	160	200	160	160 20	00 160	160	200	160	160	Hours	\$	Hours	\$	\$	Hours	\$	%	
	ECORP																0		0						ECORP
d Haley	Environmental Compliance Coordinator	\$145.00	\$145.00		2 2	2	2	2 2	2 2	2	2	2	2 2	2 2	2	10	20	\$2,900	18	\$2,610		38	\$5,510	4.76%	\$115,699
garet Bornyasz	Senior Regulatory Specialist)	\$155.00	\$155.00														0	\$0				0	\$0	0.00%	
ryl Jenkins	Lead Biologist	\$135.00	\$135.00		54 54	54	24	24 29	9 24	15	10	10 2	9 24	4 24	24	29	298	\$40,230	130	\$17,550		428	\$57,780	49.94%	
ndy Turner	Associate Biologist/Monitor	\$91.00	\$91.00		40 40	40	10	10 10	10	10	10	10 1	0 10	0 10	10	40	190	\$17,290	80	\$7,280		270	\$24,570	21.24%	
dy Turner (Overtime)	Associate Biologist/Monitor	\$136.50	\$136.50		10 10	10											30	\$4,095				30	\$4,095	3.54%	
Hampton	Assistant Biologist/Monitor	\$69.00	\$69.00													100	0	\$0	100	\$6,900		100	\$6,900	5.96%	
Corona-Bennett	Senior Biologist/Restoration Ecologist	\$135.00	\$135.00													92	0	\$0	92	\$12,420		92	\$12,420	10.73%	
nnan Shaffer	Senior/Permitted Wildlife Biologist	\$145.00	\$145.00														0	\$0		\$0		0	\$0	0.00%	
n Zitt	Senior Biologist/Aquatic Biologist	\$145.00	\$145.00														0	\$0				0	\$0	0.00%	
er Mason, PhD, RPA	Cultural Resources Principal Investigator	\$166.00	\$166.00														0	\$0		\$0		0	\$0	0.00%	
amed	Staff Biologist/GIS Technician	\$100.00	\$100.00													4	0	\$0	4	\$400		4	\$400	0.35%	
amed	Production Coordinator / Technical Editor	\$131.00	\$131.00													4	0	\$0	4	\$524		4	\$524	0.45%	
amed	Associate Word Processor	\$59.00	\$59.00														0	\$0		\$0		0	\$0	0.00%	
·																					•			0.00%	
]																	\$2,000		\$2,000		ODCs
																					\$1,500		\$1,500		subcontractors and equipme
																		64 515 00	128		\$3.500.00	966	\$115 600 00	97%	

Date	Budget	Actual	Difference
Nov-16	0	\$1,630.00	\$1,630.00
Dec-16	3,810.00	\$4,251.25	\$441.25
Total 2016	\$3,810.00	\$5,881.25	\$2,071.25
		•	
Jan-17	\$1,740.00	\$9,839.86	\$8,099.86
Feb-17	\$8,564.00	\$7,359.00	(\$1,205.00)
Mar-17	\$4,296.00	\$2,248.94	(\$2,047.06)
Apr-17	\$6,288.00	\$3,824.98	(\$2,463.02)
May-17	\$4,858.00	\$2,099.00	(\$2,759.00)
Jun-17	\$6,645.00	\$76,075.82	\$69,430.82
Jul-17	\$4,325.00	\$35,693.00	\$31,368.00
Aug-17	\$5,447.00	\$35,890.55	\$30,443.55
Sep-17	\$2,423.00	\$26,940.66	\$24,517.66
Oct-17	\$1,877.00	\$25,783.77	\$23,906.77
Nov-17	\$2,605.00	\$18,848.53	\$16,243.53
Dec-17	\$1,319.00	\$17,791.28	\$16,472.28
Total 2017	\$50,387	\$262,395.39	\$212,008.39
		•	
Jan-18	\$1,059.00	\$16,449.00	\$15,390.00
2/1/2018 (approx.)	\$1,059.00	\$12,000.00	\$10,941.00
Total 2018	\$2,118.00	\$28,449.00	\$26,331.00
Total 11/2016-2/2018	\$56,315.00	\$296,725.64	\$240,410.64

revised budget 3/1/18-5/31/19	\$115,699
original budget 3/1/18-5/31/19	\$67,382
Original Total Project Budget	\$123,838
Revised Total Project Budget	\$412,424.64

\$288,586.64

Overall difference

This Environmental Compliance Services Change Order 2 budget is based on the issuance of US Fish and Wildlife Service Biological Opinion (BO) of March 1, 2018 and project completion date of May 31, 2019. The Conservation Measures (CM) in the BO will require weekly site inspections and coordination with the Resident Engineer (RE), for which we included 5 hours per week. The CMs requiring nesting bird surveys have not changed since the original permit was issued, which includes an average of 8 hours per month prior to and during the nesting season (Jan -Sept). Because the project will cover two nesting seasons, 2 weeks (10 days) has been included in the budget should nest or noise monitoring be required. The revised CM 3 in the BO allows the amount of full time biological monitoring to be up to the discretion of the Project Biologist. Based on communication with the RE, we anticipate that 6 weeks (30 days) of full-time monitoring may be needed for the remainder of the project, half of which (15 days) were budgeted for 10-hour days. The full-time monitoring events will be inclusive of the weekly site inspections. The nesting bird surveys and weekly inspections need to be stand-alone surveys/inspections. While they can be done on the same day, the periods in which they are done cannot overlap. For project management and coordination, 2 hours per month is included. Budget includes time to complete the final monitoring report for various staff. The budget also includes up to 15 hours for coordination with Ridgway's rail species expert, John Konecny, as a subcontractor. The budget includes the original amount of hours proposed through the Year 1 restoration efforts as well as \$2,000 for Other Direct Costs (ODC's: equipment/materials/fees).

Exhibit A