

**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 November 8, 2016 (“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 Willow Street Bridge Replacement Project intends to construct a replacement bridge across the Sweetwater River at Willow Street ("bridge"); and

WHEREAS, the bridge is eligible for replacement funding through the Federal Highway Bridge Program administered through the California Department of Transportation Division of Local Assistance; and

WHEREAS, City requires construction management services in order to oversee the construction of the replacement Willow Street Bridge, which involves extensive specialized structural construction, and ensure compliance with requirements associated with the Federal Highway Bridge Program; and

WHEREAS, in order to procure these services, City Staff prepared a Request for Proposals for Professional Construction Management Consulting Services for the "Willow Street Bridge Replacement Project (STL261)" and advertised the scope on May 29, 2015 in accordance with the California Department of Transportation's Local Assistance Procedures Manual; and

WHEREAS, on July 1, 2015, the Director of Public Works Engineering received three (3) Statements of Qualifications with sealed cost proposals for the "Willow Street Bridge Replacement Project (STL261)"; and

WHEREAS, the City Manager approved the formation of a consultant selection Committee (Committee) that included representation from the California Department of Transportation; and

WHEREAS, the Committee reviewed and evaluated the qualifications and proposals from the three (3) proposing firms and conducted proposal interviews with the three (3) proposing firms; and

WHEREAS, at the end of the review and interview process, the Committee selected T. Y. Lin International; and

WHEREAS, Consultant warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Consultant to City in accordance with the time frames and the terms and conditions of this Agreement.

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

OBLIGATORY PROVISIONS

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

1. SERVICES

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

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

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

1.4 Standard of Care. 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 professionals in the same discipline under the same or similar circumstances and in similar locations.

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

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

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

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

1.9 Subcontractors. Prior to commencement of any work, Consultant shall submit for City's information and approval a list of any and all subcontractors to be used by Consultant in the performance of the Required Services. Consultant agrees to take appropriate measures necessary to ensure that all subcontractors and personnel utilized by the Consultant to complete its obligations under this Agreement comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Consultant under this Agreement, Consultant shall ensure that each and every subcontractor carries out the Consultant's responsibilities as set forth in this Agreement.

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

2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Consultant in the amount(s) and on the terms set forth in Exhibit A, Section 3. Standard terms for billing and payment are set forth in this Section 2.

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

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

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

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

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

2.7 Payment Not Final Approval. Consultant understands and agrees that payment to the Consultant or reimbursement for any Consultant costs related to the performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Consultant of the terms of this Agreement. If City determines that Consultant is not entitled to receive any amount of compensation already paid, City will notify Consultant in writing and Consultant shall promptly return such amount.

3. INSURANCE

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

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

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

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

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

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

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

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

3.9 Verification of Coverage. Prior to commencement of any work, Consultant shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Consultant has obtained the Required Insurance in compliance with the terms of this Agreement. The words "will endeavor" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

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

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

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

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

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

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

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

4. INDEMNIFICATION

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

active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party.

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

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

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

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

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

5. FINANCIAL INTERESTS OF CONSULTANT.

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

5.2 Disclosures; Prohibited Interests. Independent of whether Consultant is required to file a Form 700, Consultant warrants and represents that it has disclosed to City any economic interests held by Consultant, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Consultant warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further warrants and represents that no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Consultant

or Consultant's subcontractors. Consultant further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.

6. REMEDIES

6.1 Termination for Cause. If for any reason whatsoever Consultant shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Consultant shall violate any of the other covenants, agreements or conditions of this Agreement (each a "Default"), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Consultant. Such notice shall identify the Default and the Agreement termination date. If Consultant notifies City of its intent to cure such Default prior to City's specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Consultant up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 6.1, Consultant shall immediately provide City any and all "Work Product" (defined in Section 7 below) prepared by Consultant as part of the Required Services. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Consultant may be entitled to compensation for work satisfactorily performed prior to Consultant's receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

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

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

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

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

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

7. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance of the Required Services (collectively "Work Product") shall be the sole and exclusive property of City. No such Work Product shall be subject to private use, copyrights or patent rights by Consultant in the United States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Consultant, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Consultant shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. GENERAL PROVISIONS

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

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

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

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

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

8.6 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Consultant agrees to maintain, intact and readily accessible, all data, documents,

reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of sub-contractors/sub-consultants.

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

8.8 Independent Contractor. Consultant is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents ("Consultant Related Individuals"), except as set forth in this Agreement. No Consultant Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Consultant Related Individuals; instead, Consultant shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Consultant shall not at any time or in any manner represent that it or any of its Consultant Related Individuals are employees or agents of City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

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

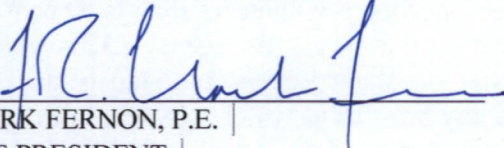
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**SIGNATURE PAGE
CONSULTANT SERVICES AGREEMENT**

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

BY: 
CLARK FERNON, P.E. |
VICE PRESIDENT |

BY: _____
MARY CASILLAS SALAS |
MAYOR |

ATTEST

BY: _____
DONNA R. NORRIS, CMC
CITY CLERK

APPROVED AS TO FORM

BY: _____
GLEN R. GOOGINS
CITY ATTORNEY

EXHIBIT A
SCOPE OF WORK AND PAYMENT TERMS

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:

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

For Legal Notice Copy to:
City of Chula Vista
City Attorney
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5037
CityAttorney@ci.chula-vista.ca.us

B. Consultant 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
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

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's 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'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 and interpret environmental regulatory requirements and conduct field inspections and audits of ongoing construction operations and records as necessary to ensure compliance with regulatory agency permit requirements. The Consultant shall have the capability and be prepared to liaison with the City's 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 Consultant's 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 this Agreement, the term of this Agreement 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 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 in the attached Exhibit D. |

B. Reimbursement of Costs

Invoiced for agreed-upon amounts as identified in Exhibit D |

Notwithstanding the foregoing, the maximum amount to be paid to the Consultant for services performed through [December 31, 2020] shall not exceed \$2,157,242.

5. Special Provisions: |

Permitted Sub-consultants:

- Southern California Soil & Testing, Inc.
- ECORP Consulting, Inc.
- Sampo Engineering, Inc.
- EarthSpectives
- STC Traffic, Inc.
- ZT Consulting Group, Inc.
- Safework, Inc. |

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

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.

APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES

(Category descriptions available at www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code.)

Name	Email Address	Applicable Designation
Wade Durant	wdurant@tylin.com	<input type="checkbox"/> A. Full Disclosure <input type="checkbox"/> B. Limited Disclosure (select one or more of the above categories under which the consultant shall file): <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification: <input checked="" type="checkbox"/> C. Excluded from Disclosure
		<input type="checkbox"/> A. Full Disclosure <input type="checkbox"/> B. Limited Disclosure (select one or more of the above categories under which the consultant shall file): <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification: <input type="checkbox"/> C. Excluded from Disclosure

Completed by: Wade Durant, PE

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.

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.



NAME	POSITION	Fee Estimate																
		Labor Rates				2016		2017		2018		2019		ODCs	Total		%	Subtotal per Firm
		2016	2017	2018	2019	Hours	\$	Hours	\$	Hours	\$	Hours	\$	\$	Hours	\$		
T.Y. LIN INTERNATIONAL																		
WADE DURANT	RESIDENT ENGINEER/STRUCTURE REP.	\$203.46	\$203.46	\$203.46	\$203.46	80	\$16,277	1710	\$347,917	1800	\$366,228	360	\$73,246	\$20,000	3950	\$823,667	38.18%	T.Y. LIN INTERNATIONAL
ASHLEY BRIGMON	BRIDGE INSPECTOR/FIELD ENGINEER/SWPPP		\$137.47	\$137.47	\$137.47	0	\$0	1680	\$230,950	2040	\$280,439	0	\$0	\$18,600	3720	\$529,988	24.57%	\$1,361,607
KRISTINA DONOVAN*	BRIDGE INSPECTOR/FIELD ENGINEER-*as needed		\$136.31	\$136.31	\$136.31	0	\$0	0	\$0	0	\$0	0	\$0	0	0	\$0	0.00%	
CATHY SALAS	PROJECT ADMINISTRATION		\$110.44	\$110.44	\$110.44	0	\$0	36	\$3,976	36	\$3,976	0	\$0	0	72	\$7,952	0.37%	
DHS (DBE)																		
TYSON ATTWOOD	ROADWAY INSPECTOR		\$176.56	\$176.56	\$176.56	0	\$0	820	\$144,781	100	\$17,656	280	\$49,438	\$6,000	1200	\$217,875	10.10%	DHS (DBE)
LUCAS RATHE**	ROADWAY INSPECTOR**		\$171.19	\$171.19	\$171.19	0	\$0	0	\$0	0	\$0	0	\$0	0	0	\$0		\$217,875
CARLOS MENDEZ**	ROADWAY INSPECTOR**		\$134.24	\$134.24	\$134.24	0	\$0	0	\$0	0	\$0	0	\$0	0	0	\$0		
** used as available for 2nd shifts or when Tyson is not available																		
ECORP																		
Brad Haley	Environmental Compliance Coordinator	\$145.00	\$145.00	\$145.00	\$145.00	15	\$2,175	41	\$5,945	31	\$4,495	14	\$2,030	\$3,400	101	\$18,045	0.84%	ECORP
Cheryl Jenkins	Lead Biologist	\$135.00	\$135.00	\$135.00	\$135.00	7	\$945	104	\$14,040	62	\$8,370	14	\$1,890		187	\$25,245	1.17%	\$123,838
Josh Corona-Bennett	Senior Biologist/Restoration Ecologist	\$135.00	\$135.00	\$135.00	\$135.00	0	\$0	0	\$0	0	\$0	92	\$12,420		92	\$12,420	0.58%	
Shannan Shaffer	Senior/Permitted Wildlife Biologist	\$145.00	\$145.00	\$145.00	\$145.00	0	\$0	39	\$5,655	32	\$4,640	0	\$0		71	\$10,295	0.48%	
Greg Hampton	Assistant Biologist/Monitor	\$69.00	\$69.00	\$69.00	\$69.00	10	\$690	171	\$11,799	112	\$7,728	112	\$7,728		405	\$27,945	1.30%	
Wendy Turner	Associate Biologist/Monitor	\$91.00	\$91.00	\$91.00	\$91.00	0	\$0	116	\$10,556	98	\$8,918	78	\$7,098		292	\$26,572	1.23%	
Jessie Dubus	Assistant Biologist/Monitor	\$69.00	\$69.00	\$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	\$166.00	\$166.00	0	\$0	12	\$1,992	0	\$0	0	\$0		12	\$1,992	0.09%	
Unnamed	Staff Biologist/GIS Technician	\$100.00	\$100.00	\$100.00	\$100.00	0	\$0	4	\$400	0	\$0	4	\$400		8	\$800	0.04%	
Unnamed	Production Coordinator / Technical Editor	\$131.00	\$131.00	\$131.00	\$131.00	0	\$0	0	\$0	0	\$0	4	\$524		4	\$524	0.02%	
Unnamed	Associate Word Processor	\$59.00	\$59.00	\$59.00	\$59.00	0	\$0	0	\$0	0	\$0	0	\$0		0	\$0	0.00%	
SAMPO ENGINEERING (DBE)																		
VINCE SAMPO	PRINCIPAL SURVEYOR	\$185.61	\$185.61	\$185.61	\$185.61	0	\$0	12	\$2,227	11	\$2,042	0	\$0	\$1,999	23	\$6,268	0.29%	SAMPO ENGINEERING (DBE)
STEVE BUECHE/VINCE SAMPO/DALLAS BUCKNER	2 MAN SURVEY CREW		\$436.59	\$436.59	\$436.59	0	\$0	99	\$43,222	116	\$50,644	0	\$0		215	\$93,867	4.35%	\$116,599
DALLAS BUCKNER	OFFICE CALCS/MAPPER	\$141.93	\$141.93	\$141.93	\$141.93	0	\$0	58	\$8,232	58	\$8,232	0	\$0		116	\$16,464	0.76%	
EARTHSPECTIVES (Billing is per test and report, not per hour)																		
HOSSEIN RASHIDI	PILE GGL TESTING - ANALYSIS AND REPORTING		\$0.00	\$0.00	\$0.00	0	\$0	0	\$0	0	\$0	0	\$0	\$30,725	0	\$30,725	1.42%	EARTHSPECTIVES (Billing is per test and report, not per hour)
GGL TECHNICIAN	PILE GGL FILED TESTING		\$0.00	\$0.00	\$0.00	0	\$0	0	\$0	0	\$0	0	\$0		0	\$0		\$30,725
SOUTHERN CALIFORNIA SOILS AND TESTING																		
TOM CANADY	PROJECT MANAGER/PRINCIPAL ENGINEER		\$197.24	\$197.24	\$197.24	0	\$0	20	\$3,945	24	\$4,734	4	\$789	\$30,000	48	\$39,468	1.83%	SOUTHERN CALIFORNIA SOILS AND TESTING
DOUG SKINNER	SENIOR ENVIRONMENTAL GEOLOGIST/HAZ-7 CHARA		\$124.21	\$124.21	\$124.21	0	\$0	20	\$2,484	16	\$1,987	8	\$994	\$8,000	44	\$13,465	0.62%	\$237,179
ANDREW NEUHAUS	PROJECT GEOLOGIST/CIDH PILE DRILLING OBSERVAT		\$111.05	\$111.05	\$111.05	0	\$0	40	\$4,442	32	\$3,554	8	\$888		80	\$8,884	0.41%	
PW GROUP 1	SOIL COMPACTION TESTING		\$129.93	\$129.93	\$129.93	0	\$0	528	\$68,603	208	\$27,025	160	\$20,789		896	\$116,417	5.40%	
PW GROUP 2	CONCRETE SAMPLING AND TESTING		\$134.33	\$134.33	\$134.33	0	\$0	200	\$26,866	168	\$22,567	24	\$3,224		392	\$52,657	2.44%	
PW GROUP 2	WELDING INSPECTION		\$134.33	\$134.33	\$134.33	0	\$0	8	\$1,075	8	\$1,075	8	\$1,075		24	\$3,224	0.15%	
AMBER WARD	ADMINISTRATION ASSISTANT		\$63.82	\$63.82	\$63.82	0	\$0	20	\$1,276	24	\$1,532	4	\$255		48	\$3,063	0.14%	
SAFEWORK (DBE)																		
KATHY KEATING	LABOR COMPLIANCE		\$132.21	\$132.21	\$132.21	0	\$0	56	\$7,404	48	\$6,346	8	\$1,058		112	\$14,808	0.69%	SAFEWORK (DBE)
THOMAS ROMERO	LABOR COMPLIANCE		\$61.82	\$61.82	\$61.82	0	\$0	0	\$0	0	\$0	0	\$0		0	\$0	0.00%	\$14,808
ZT CONSULTING GROUP																		
SOURCE INSPECTOR	SOURCE INSPECTION - CULVERT, REBAR		\$99	\$99	\$99	0	\$0	52	\$5,148	0	\$0	0	\$0	\$900	52	\$6,048	0.28%	ZT CONSULTING GROUP
FARZAD TASBIHGOO	SOURCE INSPECTION - CULVERT, REBAR		\$147.00	\$147.00	\$147.00	0	\$0	12	\$1,764	0	\$0	0	\$0		12	\$1,764	0.08%	\$7,812
STC Traffic, Inc.																		
CHRIS COMES/ RICHARD FORAN	SIGNAL INSTALLATION INSPECTION	\$150.00	\$150.00	\$150.00	\$150.00	0	\$0	212	\$31,800	60	\$9,000	40	\$6,000		312	\$46,800	2.17%	STC Traffic, Inc.
			\$0	\$0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		0	\$0		\$46,800
						112	\$20,086.80	6070	\$986,498.88	5084	\$841,187.99	1222	\$189,844.49	\$119,624.00	12488	\$2,157,242	100%	Totals

\$349,281 16.2% Estimated DBE Participation

= Full time
 = Part time / As-needed

NAME	POSITION	CONSTRUCTION PHASE																														
		PRECON			Phase 5A, 5B (concurrent with Phases 1-4)												Phase 5C, 6												Phase 7		Closeout	
		2016			2017												2018												2019			
		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	Nov	Dec	Jan	Feb	Mar	Apr
T.Y. LIN INTERNATIONAL																																
WADE DURANT	RESIDENT ENGINEER/STRUCTURE REP.			80	80	90	180	160	140	160	140	140	180	140	140	160	140	140	160	140	140	140	180	140	140	160	140	140	160	140	140	80
ASHLEY BRIGMON	BRIDGE INSPECTOR/FIELD ENGINEER/SWPPP					160	160	160	200	160	160	200	160	160	160	160	160	200	160	160	200	160	160	200	160	160	160					
KRISTINA DONOVAN*	BRIDGE INSPECTOR/FIELD ENGINEER-*as needed																															
CATHY SALAS	PROJECT ADMINISTRATION				3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	
DHS (DBE)																																
TYSON ATTWOOD	ROADWAY INSPECTOR																															
LUCAS RATHE**	ROADWAY INSPECTOR**							160	160	200																			160	120		
CARLOS MENDEZ**	ROADWAY INSPECTOR**																															
** used as available for 2nd shifts or when Tyson is not available																																
ECORP																																
Brad Haley	Environmental Compliance Coordinator			15	12	5	4	4	5	3	3	1	1	1	1	1	2	2	2	2	4	5	4	2	2	2	2	2	2	2	10	
Cheryl Jenkins	Lead Biologist			7		15	16	16	15	10	10	4	4	4	4	6	3	3	6	3	9	14	9	3	3	3	3	3	3	3	8	
Josh Corona-Bennett	Senior Biologist/Restoration Ecologist																														92	
Shannan Shaffer	Senior/Permitted Wildlife Biologist					7				24	8										24	8										
Greg Hampton	Assistant Biologist/Monitor			10		11	12	12	20	20	20	40	12	12	12					12	12	16	16	14	12	12	6	6	6	6	100	
Wendy Turner	Associate Biologist/Monitor					40	8	8	8				22	10	4	12	4	4	4	8	18	12	10	12	10	8	8				78	
Jessie Dubus	Assistant Biologist/Monitor																															
Roger Mason, PhD, RPA	Cultural Resources Principal Investigator							12																								
Unnamed	Staff Biologist/GIS Technician							4																							4	
Unnamed	Production Coordinator / Technical Editor																														4	
Unnamed	Associate Word Processor																															
SAMPO ENGINEERING (DBE)																																
VINCE SAMPO	PRINCIPAL SURVEYOR					2	2	1	1	1																						
STEVE BUECHE/VINCE SAMPO/DALLAS BUCKNER	2 MAN SURVEY CREW						21	10	10	8																						
DALLAS BUCKNER	OFFICE CALCS/MAPPER					28	30																									
EARTHSPECTIVES (Billing is per test and report, not per hour)																																
HOSSEIN RASHIDI	PILE GGL TESTING - ANALYSIS AND REPORTING																															
GGL TECHNICIAN	PILE GGL FILED TESTING																															
SOUTHERN CALIFORNIA SOILS AND TESTING																																
TOM CANADY	PROJECT MANAGER/PRINCIPAL ENGINEER					2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
DOUG SKINNER	SENIOR ENVIRONMENTAL GEOLOGIST/HAZ-7 CHARACTERIZATION						4	8																							8	
ANDREW NEUHAUS	PROJECT GEOLOGIST/CIDH PILE DRILLING OBSERVATION						32																								8	
PW GROUP 1	SOIL COMPACTION TESTING					80	80	64	64																						80	
PW GROUP 2	CONCRETE SAMPLING AND TESTING					20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	
PW GROUP 2	WELDING INSPECTION																														8	
AMBER WARD	ADMINISTRATION ASSISTANT					2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
SAFEWORK (DBE)																																
KATHY KEATING	LABOR COMPLIANCE						8	8	8	8	8																				8	
THOMAS ROMERO	LABOR COMPLIANCE																															
ZT CONSULTING GROUP																																
SOURCE INSPECTOR	SOURCE INSPECTION - CULVERT, REBAR							12	20	20																						
FARZAD TASBIHGOO	SOURCE INSPECTION - CULVERT, REBAR							8	4																							
STC Traffic, Inc.																																
CHRIS COMES/ RICHARD FORAN	SIGNAL INSTALLATION INSPECTION							32	90																				60	40		

= Full time
 = Part time / As-needed

NAME	POSITION	CONSTRUCTION PHASE																																					
		PRECON			Phase 5A, 5B (concurrent with Phases 1-4)												Phase 5C, 6												Phase 7			Closeout							
		2016			2017												2018												2019										
		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	Nov	Dec	Jan	Feb	Mar	Apr							
Seasonal Timing/Constraints		2016		2017													2018																	2019					
			Rain season														Rain season																Rain season						
					Nesting Bird Season (1/15-9/15)													Nesting Bird Season (1/15-9/15)																Nesting Bird Season (1/15-9/15)					
					LBV nesting season (3/15-9/15)													LBV nesting season (3/15-9/15)																		LBV nesting se			
					CAGN nesting season (2/15-8/31)													CAGN nesting season (2/15-8/31)																			CAGN nesting season		
Month		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	Nov	Dec	Jan	Feb	Mar	Apr							
Hrs/month		160	160	200	160	160	200	160	160	200	160	160	200	160	160	200	160	160	200	160	160	200	160	160	200	160	160	200	160	160	200	160							
ESTIMATED CONSTRUCTION SCHEDULE		Preconstruction			Construction																																Post-Cc		
Award Contract																																							
Submittal Development																																							
Submittal Review																																							
Material Procurement																																							
Phase 1 - Box Culvert on Willow St																																							
Phase 2 - 4 Box Culvert at Willow/Bonita Intersection																																							
Phase 5A - Sweetwater Road Intersection																																							
Phase 5B - North Bridge																																							
Abutments																																							
Bents																																							
Falsework																																							
Stem and Soffit																																							
Deck																																							
Approach/Barrier/Joints/etc																																							
Phase 5C - Roadway tie-in																																							
Phase 6 - South Bridge																																							
Bridge Demo																																							
Abutments																																							
Bents																																							
Falsework																																							
Stem and Soffit																																							
Deck																																							
Approach/Barrier/Joints/etc																																							
Phase 7 - Final Roadway tie-in																																							
Planting and Irrigation																																							
Project Closeout																																							

Schedule includes 8 holidays per year, and roughly 15 weather delay days per rainy season