



Agreement No. 2018-032  
City of Goleta, California

Project Name: Hollister/Kellogg Park

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
FILIPPIN ENGINEERING, INC.**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 1<sup>ST</sup> day of May, 2018, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **FILIPPIN ENGINEERING, INC.**, a California Corporation (herein referred to as "CONSULTANT").

**WHEREAS**, the CITY has a need for professional Construction Management, Inspection and Materials Testing (CMIT) services for Hollister/Kellogg Park Project; and

**WHEREAS**, the CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and

**WHEREAS**, the CITY noticed a request for proposals and/or qualifications for professional CMIT services using the short list of pre-approved consultants approved by Council on December 20, 2016; and

**WHEREAS**, the City Council, on this 1<sup>st</sup> day of May, 2018, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

CITY and CONSULTANT agree as follows:

**1. RETENTION AS CONSULTANT**

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

**2. DESCRIPTION OF SERVICES**

The services to be performed by CONSULTANT are as follows:

Professional Construction Management, Inspection & Material Testing (CMIT) Services in conjunction with the Hollister/Kellogg Park Project. Services shall generally include pre-construction, construction and post-construction management services, as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

### **3. COMPENSATION AND PAYMENT**

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$467,709.00 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2019, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

(b) **Payment.** CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

### **4. EXTRA SERVICES**

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

### **5. CITY PROJECT MANAGER AND SERVICES BY CITY**

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is JoAnne Plummer, Parks and Recreation Manager. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

## **6. TERM, PROGRESS AND COMPLETION**

The term of this AGREEMENT is from the date first written above to June 30, 2019, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within 200 working days following the notice to proceed.

## **7. OWNERSHIP OF DOCUMENTS**

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

## **8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

This AGREEMENT is for professional services which are personal to CITY. Kelly Wheeler is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. The following portions of the work will be subcontracted out to other parties by CONSULTANT:

- Fugro Consultants, Inc., Materials Testing, Ed Sullivan

## **9. HOLD HARMLESS AND INDEMNITY**

**(a) Indemnification and Defense for Professional Service.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct proportion to the CONSULTANT's proportionate percentage of fault.

CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

**(b) For All Other Liabilities.** Notwithstanding the foregoing and without diminishing any rights of CITY, for any liability, claim, demand, allegation against CITY arising out of, related to, or pertaining to any act or omission of CONSULTANT, but which is not a design professional service, CONSULTANT shall defend, indemnify, and hold harmless CITY, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the CITY, except for the sole or active negligence of, or willful misconduct of the CITY.

**(c) (c) No Waiver.** CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

## **10. INSURANCE**

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.

- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$2,000,000 per claim and in the aggregate.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- d) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.

- g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

#### **11. RELATIONSHIP OF CONSULTANT TO CITY**

The relationship of the CONSULTANT to CITY shall be that of an independent contractor and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

#### **12. CORRECTIONS**

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

#### **13. TERMINATION BY CITY**

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for

City of Goleta

Neighborhood Services & Public Safety and Filippin Engineering, Inc.

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actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

**14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

**15. AUDIT OF RECORDS**

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

**16. WAIVER; REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

**17. CONFLICT OF INTEREST**

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

**18. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

**19. MITIGATION OF DAMAGES**

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

**20. GOVERNING LAW**

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

**21. TAXPAYER IDENTIFICATION NUMBER**

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

**22. NON-APPROPRIATION OF FUNDS**

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

**23. MODIFICATION OF AGREEMENT**

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.



**24. USE OF THE TERM "CITY"**

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

**25. PERMITS AND LICENSES**

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this AGREEMENT.

**26. CAPTIONS**

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

**27. AUTHORIZATION**

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

**28. ENTIRE AGREEMENT BETWEEN PARTIES**

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

**29. PARTIAL INVALIDITY**

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**30. NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

Attention: Michelle Greene, City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

TO CONSULTANT:


Attention: Kelly R. Wheeler, P.E., QSD  
Filippin Engineering, Inc.  
354 South Fairview Ave., Suite D  
Goleta, CA 93117

**In concurrence and witness whereof**, this AGREEMENT has been executed by the parties effective on the date and year first above written.


**CITY OF GOLETA**

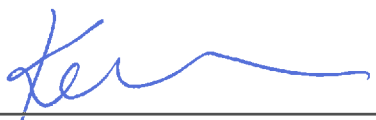
  
Michelle Greene, City Manager

**CONSULTANT**

  
Gino Filippin, President

**ATTEST**

  
Deborah Lopez, City Clerk

  
Kelly R. Wheeler, Vice-President

**APPROVED AS TO FORM**

  
Winnie Cai, Deputy City Attorney

## **CONSTRUCTION MANAGEMENT, INSPECTION AND MATERIAL TESTING (CMIT) DESCRIPTION OF SERVICES**

### **Task 1.0: PRE-CONSTRUCTION PHASE SERVICES**

**Kickoff Meeting** – The Consultant shall arrange and participate in the kickoff meeting to establish a Project Management Team (PMT) consisting of Consultant staff, City staff, utilities, and design consultant staff. The purpose of this meeting is to review the construction contract documents, clarify issues, establish working relationships, and review and verify mutual understanding of contract administration issues.

**Review Contract Documents** – The Consultant shall review the construction contract and specifications to verify that obligations placed upon the contractor are consistent with the City's needs and expectations and that these obligations are sufficient to allow the consultant to work effectively with the contractor in the City's best interests.

**Contract Administration** – The Consultant shall establish record keeping, documentation, and contract administration systems that are consistent with the Caltrans Local Assistance Manual, and meet the City's requirements.

**Submittal Processing** – The Consultant shall establish, with the assistance of the Design Engineer, a list of the submittals that will be required of the contractor with due dates to support expected schedule activities and review those submittals.

**Preconstruction Conference** – A preconstruction conference shall be scheduled soon after the Notice to Proceed has been issued. The Consultant shall review with the contractor, on an overall basis, the plans and specifications for the contractor's work, and its interrelationship with other work that will take place in the construction vicinity, in an effort to gain the contractor's full understanding of the Project.

The Consultant shall distribute meeting agenda to all parties in attendance. The Consultant shall take and distribute notes of the pre-con meeting to all attendees. The meeting must include the contractor's responsibility toward such items as:

- Safety/Traffic control
- Permit and environmental (including SWPPP requirements)
- Site access and security
- Emergency Contact information
- Underground Utilities location and marking
- Utilities Coordination
- Coordination with adjacent projects
- Agreements
- Labor compliance
- Order of work

- Materials certification
- Weekly meetings
- Submittals
- Quality control
- Change Order procedures
- Establish partnering session work or change of conditions
- Schedule updates
- Liquidated Damages clause
- Progress pay requests
- Federal provisions compliance with HUD CDBG procedures (as required)

**Task 2.0: CONSTRUCTION PHASE**

**Coordination of Contract Execution** – The City and the Consultant shall determine a mutually agreed upon time to mobilize the Consultant to the Project site and the Consultant shall mobilize the field inspector to the Project site as soon as construction begins. The Consultant shall implement the record keeping documentation and contract administration systems developed during the preconstruction phase.

**Project Communication and Coordination** – The Consultant shall be in charge of project communication and coordination with the City, the design engineer, emergency services, local business, residents, the contractor, and materials testing technicians throughout the construction phase. The weekly progress meetings will help the construction team and the City stay abreast of project issues and progress. The Consultant will take thorough weekly meeting minutes to document progress on all issues, and provide copies to all attendees and the City. A monthly progress report will be submitted the City.

**Project Schedule** – The Consultant shall monitor the contractor's compliance with the agreed upon scheduling requirements. Updated three-week look-ahead schedules will be submitted by the Contractor and reviewed by the Consultant at each weekly meeting.

**Submittal and Request For Information (RFI) Management** – The Consultant shall maintain a log of, and manage, shop drawings, samples, submittals, and RFI's in order to determine that:

1. All short term look-ahead schedules contain critical submittal dates and the logs reflect the same;
2. Submittals from the contractor are received, logged, and processed timely;
3. Submittals are reviewed in a timely fashion by the appropriate reviewing body and returned to the contractor to minimize lost production time;
4. Logs are updated on a regular basis;
5. Shop drawings have been approved and returned before associated work begins;
6. Copies of all submittals, samples, and RFI's are maintained on file.

**Change Order Management** – The Consultant shall review the Contractor's approved schedule orders to ensure that project issues are brought to the surface and addressed in a timely manner. The Consultant shall investigate all proposed change orders

## EXHIBIT A

### Project Name: Hollister/Kellogg Park Project

submitted by the contractor and ensure the City has agreed in writing to the Contractor's Proposed Change Order (PCO). PCOs will include supporting records. The Consultant shall review necessary and desirable changes to the Project, and advise the City's project manager of change order impacts. The Consultant shall:

1. Assemble documentation to include such items as inspection reports, test reports, drawings, sketches, photographs, and other materials as required.
2. Perform an Independent Cost Estimate (ICE) for all PCOs.
3. Maintain a change order log as a means to tracking PCOs and Change Orders through the review and approval process. Consultant will establish files for potential change orders or claims so as to accumulate documentation should the issues result in a change order or claim.

**Construction Observation/Inspection** – The Consultant shall be responsible for inspection and documentation of all construction tasks including: detours; construction staging; traffic control; pedestrian and bicycle access; drainage; NPDES requirements; lane closures; pavement delineation, safety requirements and labor compliance.

**Quality Assurance and Materials Testing** – The Consultant shall provide materials sampling and testing in accordance with the construction contract plans and specifications identified in the Quality Assurance Plan..

**Reporting and Record Keeping** – To accurately document the progress of the project and to assist in the management of its completion, The Consultant shall establish a file or record-keeping system in accordance with the City's and Caltrans policies and procedures. A list of the more important items that will be required as part of the record-keeping system include, but are not limited to; Daily dairies, Meeting minutes, Correspondence, Plan submittals, Certificates of compliances, Records of material testing, Updated as-builts, Photo log, CCO log, Submittal log, Contact Change Orders, and NOPC's.

**Safety** – The contractor has sole responsibility for compliance with safety requirements on the construction contract. The Consultant shall monitor the contractor's compliance with its safety program and advise the City of observed deficiencies. The Construction Safety Orders, the Caltrans Safety Manual, OSHA standards and the contractor's safety plan will guide the Consultant's field safety monitoring program.

**Jobsite Progress Meetings** – The Consultant shall determine an appropriate schedule for conducting Project progress meetings. The meeting will provide a forum to discuss, track, and resolve project issues early on and ensure it is maintained in a manageable state. Progress meetings will include discussion of the project status, upcoming items of work, and any coordination efforts that may be needed to keep the project moving forward. Additional meetings may be required to address specific issues and conditions.

- **Deliverables:**

- Track CCOs, extra work, supplemental work, project contingency balance
- Track shop drawing reviews and Requests for Information (RFI) from contractor with design consultants and Caltrans
- Prepare contractor progress payments per City format
- Labor Compliance
- Track materials incorporated into project
- Daily & Weekly Reports / Correspondence
- Maintain construction document files per CalTrans LAPM
- Coordinate with City's Public Information Officer
- Log of all Submittals/RFIs
- Prepare daily inspection reports in accordance with Caltrans Construction Manual.
- Provide roadway and structural inspections for the Project.
- Provide construction engineering to assist with necessary field design changes.
- Ensure all permit requirements are being followed
- Coordinate review and approval of Contractor's SWPPP or WPCP (when applicable).
- Verify project BMPs are installed maintained per Contractor's SWPPP or WPCP.
- Provide required inspections before, during, after rain events
- Prepare required Stormwater inspection reports, and upload to Water Board system.
- Monitor project for safety on a daily basis per Cal/OSHA requirements
- Monitor surrounding area for safety concerns to public that may be a result of project work (traffic control, impact to adjacent streets)
- Verify grades from construction staking.
- Coordinate field and laboratory testing services.

### **Task 3.0: POST-CONSTRUCTION PHASE SERVICES**

**Final Inspection and Punch List** – The Consultant shall, in conjunction with the City, inspect the near completed facilities to identify discrepancies and deficiencies in the work performed by the contractor, and will subsequently prepare the necessary punch list to identify such items. Upon correction and re-inspection of omissions and deficiencies, the Consultant shall report to City on the completion of the Project, recommend acceptance and approval of final payment to the contractor.

**As-Built Drawings** – The Consultant shall regularly review the Project as-built drawings produced by the contractor and require that the as-built drawings reflect the current Project conditions. The Consultant shall provide the City and the Design Engineer with a copy of the contractor's as-built drawings and sufficient additional information to prepare certified final record as-built drawings.

## **EXHIBIT A**

### **Project Name: Hollister/Kellogg Park Project**

**Project Closeout** – Upon completion of the work and after all items on the punch list have been addressed, the Consultant shall prepare and submit, in accordance with the City's direction, the final payment package to the contractor. The Consultant shall submit all final Project records and reports (including laboratory and plant testing reports), manufacturer's certificates and pictures and videos of various phases of construction.

#### **Deliverables:**

- Furnish As-Built information to the design consultant for preparation of As-Built drawings.
- Perform final walk-throughs with the City and Contractor.
- Prepare final construction report for the Project.
- Provide the City with all Operation and Maintenance manuals and warranties as required by contract.
- Prepare close out files in three ring binders and deliver to the City following the completion and acceptance of the Project.



**EXHIBIT B – RATE SCHEDULE**  
**CONSTRUCTION MANAGEMENT,**  
**INSPECTION AND MATERIALS TESTING FOR THE**  
**HOLLISTER/KELLOGG PARK PROJECT**

## 05. RESOURCE MATRIX & FEE SCHEDULE

The contractual construction period for this project is estimated to be 200 working days, or approximately 10 months. We have estimated our onsite Construction Manager/Senior Construction Inspector at 8 hours per day, and our Resident Engineer at 4 hours/day. We have not included additional work on weather days, days granted for change order work, or overtime/holiday work since it is not anticipated on the project. Time spent will be in direct relation to the Contractor's ability to perform the work, so actual level of effort required may vary and will be coordinated with City staff.

RESOURCE ALLOCATION MATRIX BY LABOR HOURS					
NOTES: • Based on 200 total working days (40 weeks) • Overtime and night work labor premium not included.	FILIPPIN ENGINEERING			FUGRO	Cost
	Resident Engineer	Construction Manager/Senior Construction Inspector	Labor Compliance Officer (OE)	Materials Testing	
HOURLY RATE	\$ 185.00	\$ 138.00	\$ 98.00	See Fugro Fee Table for Sub Fee w/o Markup	
<b>PRE-CONSTRUCTION PHASE SERVICES</b>					
Kick-off Meeting	4	2	2		
Review Contract Documents	4	8			
Contract Administration	4	8		4	
Submittal Processing	40	10		3	
Preconstruction Conference	18	10		1	
Preconstruction Condition Documentation		2			
<b>Sub-Total Hours</b>	<b>70</b>	<b>40</b>	<b>10</b>		<b>\$ 10,400.00</b>
<b>CONSTRUCTION PHASE SERVICES</b>					
Coordination of Contract Execution	10	20			
Project Communication and Coordination	180	160			
Project Schedule	100	20			
Submittal, RFI, & Materials Management	200	200			
Change Order Management	80	50			
Construction Observation/Inspection		800			
Labor Compliance Monitoring	10	20	100		
Quality Assurance and Materials Testing	10	20		\$60,093	
Reporting and Record Keeping	40	120			
Safety	10	10			
Jobsite Weekly Progress Meetings	120	160			
Payment Application Review	40	20			
<b>Sub-Total Hours</b>	<b>500</b>	<b>1400</b>	<b>100</b>	<b>\$ 60,093.00</b>	<b>\$ 438,863.00</b>
<b>POST CONSTRUCTION PHASE SERVICES</b>					
Final Inspection and Punch List	8	4			
As-built Drawings	2	4			
Final Documentation & Report	20	10	10		
Filing of notice of completion and obtain final releases		4			
<b>Sub-Total Hours</b>	<b>30</b>	<b>22</b>	<b>10</b>	<b>\$ 0</b>	<b>\$ 9,568.00</b>
<b>PROJECT TOTAL HOURS</b>	<b>900</b>	<b>1662</b>	<b>120</b>	<b>\$ 60,093.00</b>	<b>\$ 467,709.00</b>
	\$ 166,500.00	\$ 229,356.00	\$ 11,760.00	\$ 60,093.00	
<b>TOTAL NOT-TO-EXCEED FEE FOR SERVICES</b>					<b>\$ 467,709.00</b>

We have estimated the cost of our services based on our understanding at this time of the scope and complexity of the work. However, because our services will be performed on a time and materials basis, and largely dependent on the contractor selected to perform the work, it is possible that our actual charges could be higher or lower than the amount we have estimated to perform the work outlined in the scope of work. During the performance of our services, the need for additional or expanded services will be monitored and communicated by the Project Manager. We will include a monthly budget tracking sheet with our billing so that any increase or decrease in our level of effort will not be unanticipated, and services will never be exceeded without direction from the City in writing.





**EXHIBIT B – RATE SCHEDULE**  
**CONSTRUCTION MANAGEMENT,**  
**INSPECTION AND MATERIALS TESTING FOR THE**  
**HOLLISTER/KELLOGG PARK PROJECT**

We believe this is the best suited staffing for the magnitude of this project, however, we understand public agency issues, budgets, and funding constraints and are committed to developing a flexible staffing plan that will meet those restrictions. Should the City wish to negotiate a different level of service, FE is always willing to meet and discuss.

**SUBCONSULTANT COST BREAKDOWN**



**STATEMENT OF QUALIFICATIONS**

**Fee Section**  
**City of Goleta Hollister / Kellogg Park Improvements**  
**Task 1 - Construction Materials Testing**

**In Place Density Testing - Rough Grading**

Site Rough Grading - 8 site visits @ 6 hrs/visit @ \$105/hr	\$ 5,040
Play Area Subgrade - 10 site visits @ 4 hrs/visit @ \$105/hr	\$ 4,200
Permeable Parking Lots and Sidewalks - 4 site visits @ 6 hrs/visit @ \$105/hr	\$ 2,520
Infiltration Systems - 6 site visits @ 4 hrs/visit @ \$105/hr	\$ 2,520
Site Utilities / Drainage - 8 site visits @ 4 hrs/visit @ \$105/hr	\$ 3,360

**Portland Cement Concrete (PCC) Special Inspection and Sampling**

Courts and Play Area Hardscape - 10 pours @ 6 hrs/pour @ \$105/hr	\$ 6,300
Skatepark - 15 pours @ 6 hrs/pour @ \$105/hr	\$ 9,450
Miscellaneous Curb / Gutter / Sidewalk (Sampling Only) - 10 site visits @ 4 hrs/visit @ \$105/hr	\$ 4,200

**Laboratory Testing**

Earthwork	
4" ASTM 1557 Modified Proctor - 6 @ \$210 each	\$ 1,260
6" ASTM 1557 Modified Proctor - 6 @ \$245 each	\$ 1,470
Sieve Analysis - 6 @ \$190 each	\$ 1,140
Sand Equivalent - 6 @ \$95 each	\$ 570
Portland Cement Concrete (PCC)	
30 Sets of 4 Concrete Compression Cylinders (120 total) @ \$30 each	\$ 3,600
8 Sets of PCC Batch Plant Sets @ \$500 each (estimated)	\$ 4,000

**Coordination & Reporting**

Construction Services Manager - 20 hrs @ \$150/hr	\$ 3,000
Final Report (estimated)	\$ 2,000

**Total Estimated Costs: \$54,630**



## 06. PROPOSED RATE SHEET

Filippin Engineering standard hourly rates and sub-consultant markup are provided in Exhibit A below.

**EXHIBIT A**  
**FILIPPIN ENGINEERING, INC.**  
**BILLING RATES EFFECTIVE JANUARY 1, 2018**

<b>Engineering</b>		<b>Construction Management</b>	
Engineering Technician	\$ 85.00	Assistant Construction Manager	\$ 145.00
Senior Engineering Technician	\$ 105.00	Associate Construction Manager	\$ 155.00
		Senior Construction Manager	\$ 175.00
Junior Engineer	\$ 135.00	Principal Construction Manager	\$ 185.00
Assistant Engineer	\$ 140.00	Senior Construction Inspector (PW )	\$ 138.00
Associate Engineer	\$ 145.00	Chief Inspector/Owner's Rep (PW )	\$ 145.00
Senior Engineer	\$ 175.00	(PW) Prevailing Wage	
Principal Engineer	\$ 185.00		
<b>General</b>			
Technical/Clerical Support	\$ 75.00	Sub-Consultant	Cost + 10%
Office Engineer	\$ 95.00	Reimbursable Expenses	Cost + 5%
Senior Program Manager	\$ 180.00	Outside Consultant	Cost + 10%

Note 1: Reimbursable expenses include postage, shipping, outside plot and copy reproduction costs.

Note 2: On prevailing wage assignments, overtime rates for construction inspection = 1.3 X regular rate. Double time rates = 1.5 X regular rates. Overtime will not be performed unless authorized in writing by the client. Overtime is incurred as defined on the prevailing wage determination for Group 2 construction inspector (SC-23-63-2016-2D).

Note 3: For multiple year on-call agreements, prevailing wage rates subject to change each year in conjunction with labor increases required by prevailing wage law.

Due to the nature of materials testing and the page limit requirement, a full rate sheet for materials testing is not included. Should the City wish to view Fugro rates for all staff and tests, please contact FE and we can work with you to get the appropriate information.