

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Dave Klotzle, City Engineer/Public Works Director 

DATE: July 2, 2013 (CC Meeting of 07/13/13)

SUBJECT: Consider Agreement with Filippin Engineering, Inc. for Construction Management and Inspection Services for the Widening of Los Angeles Avenue Between Maureen Lane and Leta Yancy Road (Project 8058)

BACKGROUND

The vacant property on the south side of Los Angeles Avenue between Maureen Lane and Leta Yancy Road was to be developed by Pacific Communities Builders as part of Tract 5053. That development would have included improvements to Los Angeles Avenue to widen the highway to its ultimate width and provide three through travel lanes in each direction. The developer's plans to construct this project have been deferred indefinitely.

In July of 2003 the City Council considered a report which discussed ways and means for the City to undertake construction of this project in advance of the development of Tract 5053. Later, in June of 2004, the City Council adopted Resolution No. 2004-2203 amending the budget to provide \$200,000 of funding from the Los Angeles Avenue Area of Contribution Fund (Fund 2501), for initial design efforts. Subsequent updates to the Capital Improvement Budget included appropriations from Fund 2501 for project design, construction and inspection.

On February 21, 2007, the City Council awarded a consultant agreement to KOA Corporation (KOA) to complete the design of the project. KOA has completed the design and an encroachment permit has been issued by the California Department of Transportation (Caltrans) for construction of the project. On September 19, 2012, the City Council authorized the City Manager to award a consultant agreement for construction management, inspection and material testing services to KOA. On January 16, 2013, the City Council approved the project plans and specifications and authorized staff to advertise for construction bids.

DISCUSSION

On July 1, 2013, KOA's agreement for construction management, inspection and material testing services was terminated. The project will be advertised for construction bids in July 2013 and construction is anticipated to begin in October 2013. Staff proposes to hire Filippin Engineering, Inc. (Filippin) to provide construction management, inspection and material testing services for the project. Filippin has submitted the attached proposal with a cost not to exceed \$135,462.00 to provide the required services. Filippin is well qualified to provide these services and recently provided similar services for the City during construction of the 23 Freeway soundwall at Tierra Rejada Road.

FISCAL IMPACT

Sufficient funds for construction management, inspection and material testing services for the project are appropriated in the FY 2013/14 Capital Improvement Budget. A future budget amendment to appropriate additional funds for construction may be needed at the time that City Council awards the construction contract, depending on the actual construction bid amount.

STAFF RECOMMENDATION

Authorize the City Manager to award a consultant agreement for construction management, inspection and material testing services to Filippin Engineering, Inc. in an amount not to exceed \$135,462.00, subject to final language approval by the City Manager and City Attorney.

Attachment:

Agreement

AGREEMENT BETWEEN THE CITY OF MOORPARK AND
FILIPPIN ENGINEERING, FOR CONSTRUCTION MANAGEMENT
AND INSPECTION SERVICES FOR THE WIDENING OF LOS ANGELES AVENUE
BETWEEN MAUREEN LANE AND LETA YANCY ROAD, PROJECT 8058

THIS AGREEMENT, is made and effective as of this _____ day of _____, 2013, between the City of Moorpark, a municipal corporation ("City") and Filippin Engineering, a corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for construction management and inspection services; and

WHEREAS, Consultant specializes in providing such services and has the proper work experience, certifications, and background to carry out the duties involved; and

WHEREAS, Consultant has submitted to City a Proposal dated July 3, 2013, which is attached hereto as Exhibit B.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises herein stated, the parties hereto agree as follows:

1. TERM

The term of this Agreement shall be from the date of execution to completion of the work identified in the Scope of Services and in conformance with Exhibit B, unless this Agreement is terminated or suspended pursuant to this Agreement.

2. SCOPE OF SERVICES

City does hereby retain Consultant, as an independent contractor, in a contractual capacity to provide construction management and inspection services, as set forth in Exhibit B. In the event there is a conflict between the provisions of Exhibit B and this Agreement, the language contained in this Agreement shall take precedence.

Consultant shall perform the tasks described and set forth in Exhibit B. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit B.

Compensation for the services to be performed by Consultant shall be in accordance with Exhibit B. Compensation shall not exceed the rates or total contract value one hundred thirty-five thousand four hundred sixty-two dollars (\$135,462.00) as stated in Exhibit B, without the written authorization of the City Manager. Payment by City to Consultant shall be in accordance with the provisions of this Agreement.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of their ability, experience, standard of care, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. MANAGEMENT

The individual directly responsible for Consultant's overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between City and Consultant shall be Gino P. Filippin, and no other individual may be substituted without the prior written approval of the City Manager.

The City's contact person in charge of administration of this Agreement, and to serve as principal liaison between Consultant and City, shall be the City Manager or the City Manager's designee.

5. PAYMENT

Taxpayer ID or Social Security numbers must be provided, on an IRS 1099 form, before payments may be made to vendors.

The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, based upon actual time spent on the above tasks. This amount shall not exceed one hundred thirty-five thousand four hundred sixty-two dollars (\$135,462.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. Any expense or reimbursable cost appearing on any invoice shall be accompanied by a receipt or other documentation subject to approval of the City Manager. If the City disputes any of Consultant's fees or expenses it shall give written notice to Consultant within thirty (30) days of receipt of any disputed fees set forth on the invoice.

6. TERMINATION OR SUSPENSION WITHOUT CAUSE

The City may at any time, for any reason, with or without cause, suspend, or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

The Consultant may terminate this Agreement only by providing City with written notice no less than thirty (30) days in advance of such termination.

In the event this Agreement is terminated or suspended pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination or suspension, provided that the work performed is of value to the City. Upon termination or suspension of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to this Agreement.

7. DEFAULT OF CONSULTANT

The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

If the City Manager or his/her designee determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. LIQUIDATED DAMAGES

If the Consultant fails to complete the work, or any portion thereof, within the time period required by this Agreement, or as duly extended in writing by the City Manager, Consultant shall forfeit and pay to the City, as liquidated damages, the sum of one hundred fifty dollars (\$150.00) per day for each calendar day the work, or portion thereof, remains uncompleted after the above specified completion date. Liquidated damages shall be deducted from any payments due or to become due to the Consultant under the terms of this Agreement. Progress payments made by the City after the

above specified completion date shall not constitute a waiver of liquidated damages by the City.

9. OWNERSHIP OF DOCUMENTS

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or the City's designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Notification of audit shall be provided at least thirty (30) days before any such audit is conducted. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

Upon completion of, or in the event of termination or suspension without cause of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

10. INDEMNIFICATION AND HOLD HARMLESS

Professional Liability: Consultant shall indemnify, defend (with counsel reasonably acceptable to City) and hold harmless City, and any and all of its officials, employees, and agents ("the Indemnitees") from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arises out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligence, willful misconduct, errors or omissions, in performance of this Agreement by Consultant or by any individual, or entity for which Consultant is legally liable, including but not limited to officers, agents, employees, or subcontractors of Consultant, except such damage as is caused by negligence of the City or any of its officials, employees, or agents.

Other than Professional Liability: Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any

kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees, or subconsultants of Consultant.

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every subconsultant, or any other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this Section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns, or heirs of Consultant and shall survive the termination of this Agreement or this Section.

City does not and shall not waive any rights that it may have against Consultant by reason of this Section, because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions shall apply regardless of whether or not said insurance policies are determined to be applicable to any losses, liabilities, damages, costs, and expenses described in this Section.

11. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit A attached hereto and incorporated herein by this reference as though set forth in full.

12. INDEPENDENT CONSULTANT

Consultant is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers or employees, or agents of the City except as set forth in this Agreement. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or

indemnification to Consultant for injury or sickness arising out of performing services hereunder.

13. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of local, state and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

14. ANTI DISCRIMINATION

Neither the Consultant, nor any subconsultant under the Consultant, shall discriminate in employment of persons upon the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or gender of such person, except as provided in Section 12940 of the Government Code. The Consultant shall have responsibility for compliance with this Section [Labor Code Section 1735].

15. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly from Consultant, or any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Services performed under this Agreement.

17. CONFLICT OF INTEREST

Consultant covenants that neither they nor any officer or principal of their firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent, or subconsultant.

Consultant further covenants that Consultant has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within the past one (1) year, and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, while under contract with the City and for a one (1) year time period following termination of this Agreement.

18. NOTICE

Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

To: City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, California 93021

To: Gino Filippin
Filippin Engineering
1340 Willow Street
Santa Ynez, California 93460

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

19. CHANGE IN NAME

Should a change be contemplated in the name or nature of the Consultant's legal entity, the Consultant shall first notify the City in order that proper steps may be taken to have the change reflected in the Agreement documents.

20. ASSIGNMENT

Consultant shall not assign this Agreement or any of the rights, duties, or obligations hereunder. It is understood and acknowledged by the parties that Consultant is uniquely qualified to perform the services provided for in this Agreement.

21. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services in this Agreement.

22. VENUE AND GOVERNING LAW

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions, or covenants referred to herein shall be filed in the applicable court in Ventura County, California. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

23. COST RECOVERY

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

24. ARBITRATION

Cases involving a dispute between City and Consultant may be decided by an arbitrator if both sides agree in writing, with costs proportional to the judgment of the arbitrator.

25. ENTIRE AGREEMENT

This Agreement and the Exhibits attached hereto contain the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

26. CAPTIONS OR HEADINGS

The captions and headings of the various Articles, Paragraphs, and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles, Paragraphs, and Exhibits hereof.

27. AMENDMENTS

Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by both parties to this Agreement.

28. PRECEDENCE

In the event of conflict, the requirements of the City's Request for Proposal, if any, and this Agreement shall take precedence over those contained in the Consultant's Proposal.

29. INTERPRETATION OF AGREEMENT

Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

30. WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

31. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

FILIPPIN ENGINEERING

By: _____

By: _____

Steven Kueny, City Manager

Gino P. Filippin, President

Attest:

Maureen Benson, City Clerk

Exhibit A

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, Consultant agrees to amend, supplement, or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability for each such person.

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, error or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$2,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Coverage shall be provided on a "pay on behalf" basis, with defense costs

payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the City for injury to employees of Consultant, subconsultants, or others involved in the Work. The scope of coverage provided is subject to approval by the City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 aggregate.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size of VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and the City agree to the following with respect to insurance provided by Consultant:

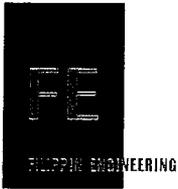
1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officials, employees, and agents, using standard ISO endorsement CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right to subrogation prior to a loss. Consultant agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operation limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include limiting endorsement of any kind that has not been first submitted to the City and approved in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to city at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled or reduced at any time and no replacement coverage is provided, the City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at the City's option.
8. Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to the City of any cancellation or reduction of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation or reduction of coverage imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the Work who is brought onto or involved in the Work by Consultant, provide the same minimum insurance required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer, or other entity or person in any way involved in the performance of Work contemplated by this Agreement to self-insure its obligations to the City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time, the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to the City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with an insurance requirement in no way imposes any additional obligations to the City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. As coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to the City within five days of the expiration of coverage.
17. The provisions of any Workers' Compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to the City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts or impairs the provisions of this section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the Work reserves the right to charge the City or Consultant for the cost of additional insurance coverage required by this

Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the City for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. The 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 the City.



July 3, 2013

City of Moorpark
Public Works Department
799 Moorpark Avenue
Moorpark, CA 93021
Attn: Dave Klotzle, P.E.
City Engineer/Public Works Director

SUBJECT: PROPOSAL FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES, STATE HIGHWAY 118 (LOS ANGELES AVENUE) WIDENING FROM MAUREEN LANE TO LETA YANCY ROAD

Dear Mr. Klotzle:

Filippin Engineering, Inc. (FE) is pleased to submit our proposal to provide Construction Management Services to the City of Moorpark for the State Highway 118 (Los Angeles Avenue) Widening from Maureen Lane to Leta Yancy Road. We understand that this project is within Caltrans right-of-way and is to be constructed in accordance with the 2012 Standard Specifications for Public Works Construction (SSPWC) and State of California, Department of Transportation, 2010 Standard Specifications. We also understand that the project includes upgrades to Calleguas Municipal Water District 36" water main. Filippin Engineering Inc. staff and its team have completed numerous transportation projects within the tri-counties, have past and current experience working with Caltrans District 7, Calleguas Municipal Water District, and the City of Moorpark. We are especially well qualified to assist the City with all aspects of the project during the construction phase.

The FE team will be led by Resident Engineer, Kelly Wheeler, P.E. Ms. Wheeler has extensive experience with local transportation and federally funded projects. Some of her accomplishments include the Monterrey Street Rehabilitation Project and Grand Avenue and Hwy 101 Intersection Project. Ms. Wheeler will be supported by Senior Inspector Marco Pecile. Kelly and Marco have worked together as a RE/Inspector team and have a successful record of project delivery.

We understand that the City is requesting full service construction phase support services that will need to be performed in accordance with the City's and Caltrans procedures.

If you have any questions or would like to discuss our qualifications further, please don't hesitate to call, (805) 729-0041.

Sincerely,

FILIPPIN ENGINEERING

Gino P. Filippin, P.E.
Principal Engineer
R.C.E. 57254





FIRM BACKGROUND

After decades of serving public agencies in the Tri-Counties, Filippin Engineering was formed to serve the specialized needs of public works clients. Filippin Engineering specializes in construction management and inspection of public works capital improvement projects.

Currently Filippin Engineering is comprised of six permanent full-time employees and six on-call associates. FE personnel have worked a combined 75+ years as employees of public works agencies along the central coast. These agencies include the City of Santa Barbara, City of San Luis Obispo, City of Santa Paula, and City of Ojai. Consequently our staff has an in-depth knowledge of an agency perspective.

We understand that the nation's current economy has compounded the many challenges public agencies face in serving their constituents and we are dedicated to assisting those agencies find efficient, effective, and economical solutions to those challenges.

"Filippin Engineering's participation with the City's 2011 Microsurfacing project was of great value. Filippin Engineering impressed City Staff with their performance and was an integral part of the project's success"

Matt Horn, P.E.
Supervising Civil Engineer
City of San Luis Obispo

FIRM EXPERIENCE

Filippin Engineering has a very successful record in managing the construction of transportation projects and a reputation for building strong long term relationships with our clients. As a result, FE has been selected to provide on-call construction management and inspection services for the City of Camarillo's Federally Funded Projects MSA, City of Santa Barbara MSA, County of Santa Barbara MSA, City of San Luis Obispo MSA, County of San Luis Obispo MSA, University of California at Santa Barbara MSA, and are on the County of Ventura's Approved Vendor list.

FEDERAL/CALTRANS EXPERIENCE

The Filippin Engineering Team brings considerable experience on past projects that involve Caltrans Local Assistance Procedures Manual (LAPM), Caltrans Construction Manual and its Supplement for Local Agency Resident Engineers, Caltrans Bridge Construction Records and Procedures, and Caltrans Local Agency Structure Representative Guidelines. FE will provide the City with the familiarity of the LAPM and Construction Manual necessary to ensure construction quality control and documentation are in accordance with Caltrans and City requirements. While not extremely onerous, the Caltrans procedures can be challenging without sufficient experience, and strict compliance with these procedures is critical to a smooth running project. We recognize the importance of implementing proper procedures and record keeping to avoid delays in project acceptance, so we will utilize our ongoing experience with Caltrans staff to ensure that submittals are sufficiently prepared for first-round approval.

RELEVANT PROJECT EXPERIENCE

With respect to project management the following projects involved utilization of the Caltrans LAPM and Construction Manuals and/or similar Federal procedures, and were conducted by one or more of our team members. With respect to construction the following projects involve one or more similar components to the City's widening project:

- **SR-23 Soundwalls at Tierra Rejada Road Interchange Project**, City of Moorpark (pile foundation, barrier railing, soundwalls, paving, landscaping, and MBGR installation on interchange ramps in the Caltrans highway system)
- **Los Carneros at Calle Real Roundabout Project**, City of Goleta (paving, storm drain pipe, C&G, sidewalk, access ramps, landscaping adjacent to Los Carneros/101 interchange ramps)
- **Springville Interchange Project**, City of Camarillo (MBGR, paving, landscaping, and pile foundation installation on interchange ramps in the Caltrans highway system)
- **Lower Mission Creek Bank Restoration Project**, County of Santa Barbara (utility coordination and Caltrans coordination)
- **Las Posas Road/Interchange Overlay Project**, City of Camarillo (interchange paving and coordination with other Caltrans projects)
- **Grand Avenue/US HWY 101 Signal Project**, City of San Luis Obispo (interchange signal and coordination with other Caltrans projects)
- **Monterey Street Rehabilitation Project**, City of San Luis Obispo (paving and ARRA requirements)
- **Lewis Road Widening Project**, County of Ventura (MBGR, paving, landscaping, sound wall, and pile foundation installation)
- **Moorpark Road Realignment Project**, County of Ventura (MBGR, paving, and landscaping)
- **Upland Road Widening Project**, City of Camarillo (paving and 14' high masonry sound and retaining walls)

"FE did a phenomenal job on the Lower Mission Creek project. They have met my every expectation for what this duty required. I am proud of the work that they are doing."

Jon Frye, P.E.
Engineering Manager
Santa Barbara County
Flood Control

"Filippin Engineering did a great job with the ARRA requirements on the Monterey Street Rehabilitation Project. Filippin Engineering's record keeping practices were impressive."

Mike Giuliano
Local Assistance Engineer
Caltrans, District 5

"I really appreciate all the coordination efforts made by Gino's Construction Management team during the construction of the Lewis Road Widening and Santa Barbara Street Bridge Project. Their expertise in resolving local business, Fish & Game, Corps of Engineers, utilities, adjacent municipalities, and Watershed Protection District concerns avoided potential claims and made the job progress smoothly for start to finish; and I received no complaints from the public!"

Alison Sweet, P.E.
Engineering Manager
PWA-Transportation
County of Ventura

PROJECT UNDERSTANDING / ASSUMPTIONS

The City of Moorpark requires a qualified firm to provide construction phase services during construction on State Route 118 (Los Angeles Avenue) between Maureen Lane to Leta Yancy Road. The work on this project includes:

- Traffic Control and Construction Phasing.
- Rubberized Hot Mix Asphalt Paving.
- Hot Mix Asphalt, Type B (HMA-B), over Lean Concrete Base.
- Concrete Curb & Gutter.
- Steel Reinforced Concrete Cap over CMWD water main.
- Encasement of CMWD Laterals.
- Adjusting CMWD Facilities to new road alignment and grades.
- Curb Drain Drainage improvements.
- Utility adjustments to new road grade.
- Installation of 6' high Chain Link Fence.
- Striping, Signage & Pavement Markings.
- Traffic Signal Loop Detector installation.

Filippin Engineering assumes the following:

- Caltrans permits have been issued or are very near to issuance.
- The City would like to advertise, award, and begin construction as soon as feasible.
- Construction management and inspection will be performed in accordance with the City's permit/agreement with Caltrans.
- Caltrans CM procedures require that the Resident Engineer be a licensed PE in the State of California.
- The City expects full time construction observation.
- The City will require the CM consultant to provide any additional subconsultant services under its contract.
- Materials' testing is required and will be performed under the CM contract.
- Philippin Engineering estimates that the work can be completed in approximately 70 working days.
- Philippin Engineering assumes that it will manage all aspects of the project under its CM contract during the construction phase.

The FE Team Realizes:



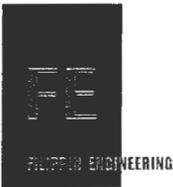
Understanding project goals is paramount to project success



Execution of established procedures is key



Continual evaluation of how effective those procedures are in achieving the project goals is essential



PROJECT TEAM AND OVERVIEW

We have given careful consideration to the composition of our team for this project and we have dedicated our most qualified personnel with recent relevant experience to work with you. The subconsultant team members we have chosen also offer key qualifications and experience in their areas of expertise. While environmental monitoring and community outreach are not anticipated at this time, we have included descriptions of firms FE has teamed with in the past and have a strong working relationship.

FILIPPIN ENGINEERING

Leading the Filippin Engineering team is Kelly Wheeler, P.E. Kelly will assume the Resident Engineer (RE) duties and be the City's main point of contact. Kelly will be performing all construction management duties for the project and will be the main interface with the contractor and Caltrans. Assisting Kelly will be Marco Pecile; Marco will perform Construction Inspection duties. Marco will be onsite daily. Kelly and Marco have worked together as an RE and Inspector team on a number of significant projects. Filippin Engineering understands that a project of this nature and duration requires a designated replacement should the need arise, such as illness, vacation, or family emergency. For this reason it is Filippin Engineering's practice to designate such an individual for all significant projects. The following are short biographies on our proposed staff:



Kelly Wheeler, P.E. , Principal Construction Manager/Resident Engineer – Ms. Wheeler will act as the Resident Engineer for this assignment and will be the City's primary point of contact for this project. Ms. Wheeler is a registered civil engineer with over 13 years of design and constructing experience. Kelly has extensive experience performing construction management, construction inspection, and construction engineering on a variety of public works projects. Her experience ranges from transportation, flood control projects, and complex utility conveyance systems. She excels at communicating to clients, contractors, and the public, consistently providing intelligent and well thought out solutions to complex project issues. She also has extensive experience on projects with federal funding and Caltrans requirements, establishing quality and document control programs, and conducting community outreach during construction.

Marco Pecile, Senior Construction Inspector – Mr. Pecile will be assigned the Construction Inspection duties for this project. Marco has over 15 years of building and public works inspection experience. Mr. Pecile has recently performed construction inspection on projects in Ventura and Santa Barbara Counties such as the City of Camarillo's Springville Interchange Project, the City of Goleta's Los Carneros Roundabout, the County of Santa Barbara's Lower Mission Creek Widening, and the City of Lompoc's North Avenue Storm Drain Improvements projects.

Kevin Connors, P.E., Principal Construction Manager – Mr. Connors has over 28 years of experience in all aspects of project construction, including roles as Project Manager, Construction Manager, Resident Engineer, Engineer of Record, and Project Environmental Coordinator on public works projects. Mr. Connors has a B.S. in Civil Engineering and is a registered Civil Engineer in California. Mr. Connors' duties with regard to this assignment will be designated temporary on-call construction management and/or construction inspection.

Resumes of the staff members above are included as an attachment to this proposal.



SUBCONSULTANT TEAM

FUGRO WEST, INC. – MATERIALS TESTING

Fugro has provided quality assurance/ construction materials sampling and testing, as well as geotechnical services, on numerous Caltrans projects. Recently, Fugro has worked with Filippin Engineering on the SR-23 Soundwalls at Tierra Rejada Road Interchange, Springville Bridge, Lewis Road Widening, and the Kanan Road MBGR projects. Those projects have been very successful and through this experience Fugro has developed a comprehensive understanding of the processes, technical requirements, and practical characteristics of these types of projects. Fugro offers a wide range of geotechnical and construction testing services associated with road and bridge projects. Fugro's services relevant to this project include QACMT services. Their QACMT capabilities include foundation construction and pile driving observations, field and laboratory geotechnical (soil) testing, concrete field and laboratory testing, and other materials testing services.



PROJECT TECHNICAL APPROACH

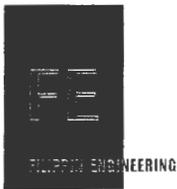
Filippin Engineering believes in a comprehensive approach to construction management that will have consistent and effective results leading to a quality construction project. FE will employ policies and procedures outlined in the Caltrans Local Assistance Procedures Manual (LAPM) and the Caltrans Construction Manual. Filippin Engineering services will be divided into pre-construction, construction, and post-construction services.

TASK 1.0 PRE-CONSTRUCTION PHASE SERVICES

Kickoff Meeting – In order to obtain a comprehensive knowledge and understanding of the information surrounding the project, Filippin Engineering (FE) will arrange and participate in the kickoff meeting to establish a Project Management Team (PMT) consisting of FE staff, City staff, 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. The RE will conduct periodic PMT meetings throughout the project to provide a forum to exchange information, discuss concerns and develop resolutions to important issues.

Review Contract Documents – FE will review the construction contract 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 FE to work effectively with the contractor in the City's best interests. Any discrepancies found in the constructability review will be brought to the attention of the City and the Design Engineer.

Contract Administration – FE will establish record keeping, documentation, and contract administration systems that are consistent with the Caltrans Construction Manual, Local Assistance Manual, and meet the City's requirements. Upon approval by the City, the systems will be implemented on the Project. The procedures will reference the applicable sections of: the Project Special Provisions (SP); the Standard Specifications for Public Works Construction (SSPWC), Latest Edition; the State Standard Specification (SSS) issued by the State of California Department of Transportation, Latest Edition; the Caltrans Construction Office Procedures, Construction Records and Procedures, and Survey Manuals; and other City, Country, and Caltrans manuals as they may apply.



Preconstruction Conference – A preconstruction conference will be scheduled soon after the Notice to Proceed has been issued. All appropriate parties will be invited including the selected contractor, City staff, Caltrans oversight staff, and the construction management team. The Resident Engineer (RE) will 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 RE will review the contractor’s plan and schedule for construction of the Project, including equipment, labor, and supervision planning. The RE will determine that the contractor has a clear understanding of its responsibility for general condition items, labor compliance, material staging, parking, and access to the site, location of contractor’s field office, and housekeeping responsibilities, including specific responsibilities for removal of debris and trash. The RE will apprise the contractor of any contract requirements regarding security matters such as fences, lighting, guard services, and posting of signs. Any question or apparent issues that may be present at this time are discussed in order to be resolved prior to the contractor’s mobilization. An agenda, action items, and meeting minutes will be prepared.

Submittal Processing – FE will 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.

NPDES Permit – FE will monitor in order to verify the contractor is in compliance with the provisions of the National Pollution Discharge Elimination System (NPDES) Permit throughout the Project.

TASK 2.0 CONSTRUCTION PHASE SERVICES

Coordination of Contract Execution – The City and FE will determine a mutually agreed upon time to mobilize the RE to the Project site and FE will mobilize the field inspector to the Project site as soon as construction is ready to begin. The RE and the field staff will utilize the office space provided by the City and located at the City Hall. The RE will implement the record keeping documentation and contract administration systems developed during the preconstruction phase.

Project Communication and Coordination – The Resident Engineer will be in charge of project communication and coordination with the City, the design engineer, emergency services, local business, and residents, the contractor, and materials testing technicians throughout the construction phase. Regularly scheduled progress meetings will be held to help the construction team to stay informed of project issues and progress. A monthly progress report of the construction will be submitted the City.

Project Schedule – FE will monitor the contractor’s compliance with the agreed upon scheduling requirements. FE’s major tasks associated with the overall scheduling requirements will be to:

1. Review the contractor’s schedule to determine that it is properly prepared, that the milestone dates meet the overall schedule, that the logic and activity durations are reasonable, and that no major conflicts exist.
2. Review progress attained against the approved schedule to adequately record work in-place, detect any potential delays, and review the contractor’s plan for implementation of remedial measures, when appropriate, to recover or maintain progress.
3. In conjunction with the City, negotiate schedule adjustments with the contractor that may be required due to weather, change orders, or other impacts requiring schedule adjustments.



Progress Pay Estimates – FE will review the contractor’s progress pay estimates in accordance with the construction contract. Payments on progress estimates will be supported by source documents that represent measured quantities. A complete and accurate pay estimate will be forwarded to the City for payment. FE will maintain a current estimate of overall construction costs.

Submittal and RFI Management – FE will 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 has begun.
6. Copies of all submittals, samples, and RFI’s are maintained in the file.

Change Order Management – FE’s approach in managing change orders involves the Resident Engineer and Assistant RE (office engineer/ inspector) constantly communicating with the Contractor to ensure that project issues are brought to the surface and addressed in a timely manner. FE will investigate all proposed change orders submitted by the contractor. Change order submittals will include supporting records. FE’s investigation will include the impacts on the Project schedule and budget and will include a recommendation for approval or disapproval.

FE will review necessary and desirable changes to the Project, advise the City Engineer of change order impacts, and, when required, make recommendations regarding the resulting change order costs. FE will:

1. Assemble documentation to include such items as inspection reports, test reports, drawings, sketches, photographs, and other materials as required.
2. Prepare change order estimates, consisting of a detailed cost estimate conforming to City and Caltrans procedures and forms; assess the impacts of the proposed change on the contractor’s schedule and operations; and prepare a written report summarizing the impact of the proposed change in terms of extra costs, cost savings, schedule, and effect on contractor’s obligations.
3. Evaluate the contractor’s price proposals for reasonableness and accuracy of construction quantities, rates and unit prices and time and schedule impacts.
4. Maintain a change order log as a means to tracking change order proposals through the review and approval process. FE 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 – FE will responsible for implementing inspection guidelines for monitoring the quality of the contractor’s work. Each member of the FE’s construction management staff will be familiar with the construction drawings and specification, as well as industry and Caltrans codes, City requirements, and standards and specifications that are incorporated into the design by reference. FE will be familiar with a variety of other information, including permit and license terms and conditions, any applicable provisions of environmental protection plans and procedures, and the Project schedule.

FE will be responsible for inspection and documentation of all construction tasks including: detours; construction staging; utility coordination; traffic control; pedestrian access; drainage; embankment construction; clearing and grubbing; lead handling; NPDES requirements; freeway closures; lane closures; base and surfacing; pavement delineation; signing; traffic signals; lighting; and landscaping and erosion control.



FE will, upon witnessing any materials, erection or installation process, or levels of quality that do not meet the requirements of the construction contract, issue a Nonconformance Report notifying the contractor of such deviation and inquire about the contractor's proposed corrective action. Copies will be forwarded to the City Engineer.

Quality Assurance and Materials Testing – FE will provide materials sampling and testing which will include all testing normally required by the City and Caltrans. These tests will be conducted in accordance with City and Caltrans minimal frequencies and approved procedures in accordance with the construction contract plans and specifications. Testing will be performed in accordance with the applicable materials testing manuals. FE will review the results of all testing materials quality inspections and will then make recommendations to the City regarding remedial actions required to correct unacceptable portions of the contractor's work.

Reporting and Record Keeping – To accurately document the progress of the project and to assist in the management of its completion, FE will 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, Photo log, CCO log, Submittal log, Contact Change Orders, and NOP's

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

Jobsite Progress Meetings – FE will determine an appropriate schedule for conducting Project progress meetings. This schedule will be influenced by the level of Project activities and direction received from the City. The meeting will provide a forum to discuss and resolve project issues early on and ensure it is maintained in a manageable state. Then meetings will include a discussion of the project status, the next items of work, and any coordination efforts that may be needed to keep the project moving forward. Additional special meetings may be required to address special issues and conditions.

The RE will chair these meetings, conduct each meeting according to published agenda, and have minutes prepared and promptly distributed. Minutes will detail action items, the discussions that ensued, and announce the time and date of the next meeting.

Surveys – Contractor will perform all construction surveys for the Project. FE will collect survey data from the Contractor for inclusion in the project file and review of conformance with project design.

TASK 3.0 POST-CONSTRUCTION PHASE SERVICES

Final Inspection and Punch List – FE will, 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 RE will report to City on the completion of the Project, recommend acceptance and approval of final payment to the contractor. If, before the final completion of the work, it is necessary for the City (or a utility user) to take over, use, occupy, or operate any part of the completed or partly completed work, the RE will inspect that part of the work and complete punch lists detailing omissions and deficiencies.



Record Drawings – FE will regularly review the Project record drawings produced by the contractor and require that the record drawings reflect the current Project conditions. FE will provide the City and the Design Engineer with a copy of the contractor’s record drawings and sufficient additional information to prepare certified final record drawings.

Project Closeout – Upon completion of the work and after all item on the punch list have been addressed, FE will prepare and submit, in accordance with the City’s direction, the final payment package to the contractor. FE will also submit all final Project records and reports (including laboratory and plant testing reports), manufacturer’s certificates and videos of various phases of construction. FE will collect the release of any liens and forward them to City. FE will prepare and provide all standard reports required by Caltrans, including material certification letters. FE will prepare the Notice of Completion as part of Project closeout. FE will coordinate with Caltrans and the City for acceptance of the improvements.

Claims Assistance (optional, if required) – FE will strive to resolve all NOP’s in a timely manner and avoid the claims resolution process; however, if Project related disputes cannot be resolved in a manner acceptable to both contractor and City, FE will assist the City with a three phase approach to claims resolution.

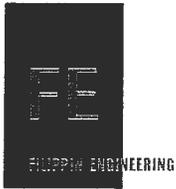
1. Information Gathering, “Finding of Facts” – FE will examine pertinent documentation, field conditions, and other related details necessary to determine the facts of the dispute. FE will provide the City with a written status report that analyzes the facts of the dispute and make recommendations as to the contractor’s claim.
2. Analysis, Strategy Formulation – if “Findings and Facts” does not result in a resolution of the matter, FE will perform a technical analysis of the “Findings and Facts” documents and recommend a strategy for resolving the situation.
3. Negotiation, Resolution, Arbitration or Litigation – FE will provide the City with support to the extent requested by the City.

CONSTRUCTION SUPPORT COSTS

We have estimated our cost for construction phase services based on a project schedule of 70 working days. Based on our understanding of your requirements and our experience with similar projects, we estimate that the fee required for our services will be **\$109,212** including reimbursable expenses.

70 WORKING DAYS Task	Construction Manager (\$148/hr)	Inspector (\$98/hr)	Estimated Fee
Pre-Construction Phase (1 week)	60 hours	40 hours	\$12,800
Construction Phase (70 days or 14 weeks)	224 hour	560 hours	\$88,032
Post-Construction Phase (1 week)	40 hours	20 hours	\$7,880
Reimbursable Expenses			\$500
TOTAL FE COSTS			\$109,212

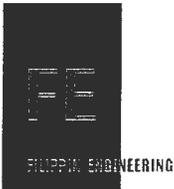
In addition, we have estimated that materials testing cost would be approximately 2.5% of construction and that the engineer’s estimate is approximately \$1.0M. When an allowance for materials testing is included our estimate is **\$135,462**, for project duration of 70 working days.



Materials Testing (estimated at 2.5% of the engineer's estimate for construction)	\$25,000
FE Markup (5%)	\$1,250
GRAND TOTAL	\$135,462

As stated earlier in this proposal, FE is committed to working within any budgetary limits that may exist and we are committed to assisting the City. We have proposed a staffing scenario that is typical for similar projects within the Caltrans right-of-way. If you have difference staff scenarios that you would like to discuss, please let us know.

We look forward to working with you and the City's staff on these projects. If you have any questions or would like to discuss our qualifications further, please don't hesitate to call, (805) 729-0041.



RATES

FILIPPIN ENGINEERING, INC. BILLING RATES EFFECTIVE JANUARY 1, 2013

Engineering

Assistant Engineering Technician	\$ 63.00
Associate Engineering Technician	\$ 73.00
Senior Engineering Technician	\$ 83.00
Junior Engineer	\$ 93.00
Assistant Engineer	\$ 118.00
Associate Engineer	\$ 128.00
Senior Engineer	\$ 138.00
Principal Engineer	\$ 148.00

Construction Management

Assistant Construction Manager	\$ 118.00
Associate Construction Manager	\$ 128.00
Senior Construction Manager	\$ 138.00
Principal Construction Manager	\$ 148.00
Construction Inspector (PW)	\$ 88.00
Senior Construction Inspector (PW)	\$ 98.00
Chief Inspector/Owner's Rep (PW) (PW) Prevailing Wage	\$ 108.00

General

Technical/Clerical Support	\$ 58.00	Outside Consultant	Cost + 5%
Senior Program Manager	\$ 160.00	Reimbursable Expenses	Cost + 5%

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

Note 2: Overtime rates for construction inspection = 1.3 X regular rate. Overtime will not be performed unless authorized in writing by the client. Overtime work is not included in the cost of this proposal.