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Providing Outstanding Service Since 1963

September 27, 2021

Board of Directors
Triunfo Water & Sanitation District
Ventura County, California

CONTRACT FOR AS-NEEDED CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES - CONTRACT NO. T21-004 – FILIPPIN ENGINEERING, INC.

Summary

The Triunfo Water & Sanitation District (District) from time to time requires professional outside services to assist staff with a variety of inspection services. Presently, staff is working with a Developer to realign a sewer main in Westlake to accommodate a new building. This redesigned sewer main will become the property of the District so it is crucial that the work be closely monitored to conform with both District and industry standards. In an effort to streamline the process of soliciting and contracting with an appropriate company for these services, staff recently completed an evaluation of Filippin Engineering, Inc. (Filippin), a local firm specializing in construction management and inspection services. Based on staff's review of the qualifications of the project team, current availability, and their knowledge and experience with local water and wastewater projects, staff considers them to be most qualified and possessing the necessary skills and experience to perform the required services.

Staff also took into consideration other local vendors that the District has worked with in the recent past and determined that Filippin has a wider range of services for inspection and construction management services. Staff recommends a \$25,000 contract to work with them on the upcoming Westlake sewer realignment project and for other pending District projects with a term ending June 30, 2023.

District Legal Counsel has reviewed the respective contract and has approved it as to form and content.

Please contact me at 805-658-4621 or email marknorris@trunfowd.com if you have any questions or need additional information.

Fiscal Impact

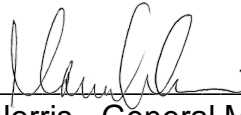
The \$25,000 cost for these services is not included in the FY2021-2022 Adopted Budget and will require a budget adjustment. However, the cost for inspection for the Westlake Project is borne by the Developer, as a result, the cost of inspection will be reimbursed to the District.

Recommendation

It is recommended that the Board:

- A. Authorize the Chair to sign TWSD Contract No. T21-004 for Filippin Engineering, Inc. to retain their professional services for as-needed construction management and inspection services in the amount of \$25,000 with a term to June 30, 2023; and
- B. Approve the Director of Finance to make a budget adjustment in the amount of \$25,000 to the FY2021-2022 Adopted Budget; or
- C. Provide staff with alternative direction.

REVIEWED AND APPROVED: _____



Mark Norris - General Manager

Attachment: TWSD Contract No. T21-004

CONTRACT NO. T21-004

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN
TRIUNFO WATER & SANITATION DISTRICT
AND
FILIPPIN ENGINEERING, INC.
FOR ON-CALL CONSTRUCTION MANAGEMENT/INSPECTION SERVICES**

THIS AGREEMENT is made and entered into this 27th day of September 2021, by and between the TRIUNFO WATER & SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT," and FILIPPIN ENGINEERING, INC., a California Company, hereinafter "CONSULTANT." Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

RECITALS

A. DISTRICT has the need to engage the specialized services of a consultant to provide On-Call Construction Management and Inspection services.

B. DISTRICT has selected CONSULTANT, as most qualified, based on CONSULTANT's qualifications and local area affiliation. The District evaluated the firm's experience, the qualifications of the project team and their knowledge and experience with local water and wastewater projects.

C. CONSULTANT represents it possesses the necessary skills and experience to perform the required services and is willing to contract with DISTRICT.

D. The parties enter into this Agreement to set forth their respective rights and obligations.

AGREEMENT

ARTICLE 1: WORK STATEMENT

A. CONSULTANT shall complete DISTRICT on-call construction management and inspection services as requested during the term of this Agreement. The work will be assigned on an as-needed basis for various projects which may include discrete, short term assignments or may be part of larger capital projects. A detailed Scope of Work available is included in Exhibit A.

B. CONSULTANT representative shall be Brad Starr, Principal Engineer. In the event Brad Starr becomes unavailable, CONSULTANT shall immediately designate another representative satisfactory to DISTRICT. CONSULTANT shall use its best efforts in providing services to DISTRICT and shall cooperate with DISTRICT and provide DISTRICT with all available information and assistance in relation to the projects.

C. DISTRICT and CONSULTANT shall discuss each project prior to commencing work under this Agreement. DISTRICT will provide CONSULTANT with a written authorization to proceed (Task Order), which shall include a brief project description, required completion date and the total amount to be paid for the work. CONSULTANT shall indicate acceptance of the project by signing and returning a copy of the authorization to DISTRICT within five (5) days.

D. It is expressly understood and agreed between the parties that this Agreement is not intended, nor shall it be used, for “public projects” as defined in the Uniform Public Construction Cost Account Act, Public Contract Code, Section 22000, et seq. Such projects shall be publicly bid and awarded as required thereby.

ARTICLE 2: TERM OF CONTRACT

The term of this Agreement shall be from October 1, 2021 to June 30, 2023. This Agreement may be extended for additional one-year periods to a total of three at District’s sole option upon acceptance of the current terms, conditions, and price.

ARTICLE 3: INDEPENDENT CONTRACTOR RELATIONSHIP

A. It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of CONSULTANT to DISTRICT being that of an independent contractor. DISTRICT shall not be required to make any payroll deductions or provide Workers’ Compensation Insurance coverage or health benefits to CONSULTANT.

B. CONSULTANT is solely responsible for selecting the means, methods, and procedures for performing its services hereunder as assigned by DISTRICT and for coordinating all portions of the work so the results will be satisfactory to DISTRICT, but shall not be responsible for the means, methods, and procedures of other consultants. CONSULTANT will supply all tools and instrumentalities required to perform its services under this Agreement.

C. CONSULTANT, pursuant to this Agreement, is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

ARTICLE 4: COMPLIANCE WITH LAWS

CONSULTANT shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority relating to CONSULTANT’s work, the safety of the persons or property involved, and their protection from damage or injury. CONSULTANT shall defend, indemnify, and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including attorneys’ fees and costs, brought or recovered against DISTRICT, for or on account of any grossly negligent violation of said laws, ordinances, rules, regulations, and orders in connection with work performed by CONSULTANT under this Agreement.

ARTICLE 5: CONFIDENTIAL RELATIONSHIP/TITLE TO DOCUMENTS

CONSULTANT agrees that all dealings of the parties under this Agreement shall be confidential and no report, data, information, or communication developed, prepared, or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by DISTRICT, shall be revealed, disseminated, or made available by CONSULTANT to any person or entity other than DISTRICT without the prior written consent of DISTRICT. All data, calculations, drawings, and other documents developed, prepared, completed, or acquired by CONSULTANT during the performance of its services hereunder shall be turned over to DISTRICT upon termination of this Agreement.

ARTICLE 6: PAYMENT TO CONSULTANT

A. In consideration of CONSULTANT's performance of services as described herein, DISTRICT shall pay CONSULTANT fees for its services based on the rates for assigned personnel included in Exhibit A. On or prior to the tenth (10th) day of each calendar month after actual work is started, CONSULTANT shall submit an invoice in sufficient detail to show the total amount of work done and materials furnished by CONSULTANT and incorporated into the work to the last day of the month preceding the one in which the invoice is submitted. Such invoice shall include the name and title of each person performing work, date and brief description of the work performed, number and type of hours worked, and labor rate. DISTRICT shall review and approve CONSULTANT's invoice for accuracy and agree with CONSULTANT on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONSULTANT for all approved work and materials within thirty (30) days of agreement on the amount of the invoice. In the event of disagreement with CONSULTANT on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within thirty (30) days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

B. Total fees to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed \$25,000. Additional services requested outside the scope of this Agreement would require written amendment hereto.

C. No payment made under this Agreement, except the final payment, shall be conclusive evidence of CONSULTANT's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of CONSULTANT's services performed. DISTRICT shall provide CONSULTANT with written documentation of completion of work along with final payment.

ARTICLE 7: MODIFICATION

No change to CONSULTANT billing rate or the contract amount, or to any other provision of this Agreement, may be made except by a written amendment signed by CONSULTANT and DISTRICT. DISTRICT General Manager or his designee shall be authorized to approve changes to this Agreement in a manner consistent with the provisions of District Resolution No. T01-05. Each amendment for additional services shall neither exceed \$10,000 nor the aggregate total of the original contract and all amendments exceed \$50,000 without Board approval.

ARTICLE 8: SUSPENSION OR TERMINATION OF CONTRACT

All work shall be done in a diligent and professional manner to DISTRICT's satisfaction. CONSULTANT specifically acknowledges and agrees that DISTRICT may suspend or terminate CONSULTANT's services at any time with or without cause, regardless of whether Consultant's services are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination or suspension exceeding three (3) months, CONSULTANT shall have the right to expend additional time to assemble the work in progress for the particular section of work for the purpose of proper filing and closing the job. Such additional time shall not exceed ten (10) percent of the total time expended on the section or sections of work suspended at and to the date of the notice of suspension or termination, and shall not increase CONSULTANT's total compensation beyond the maximum stated in Article 6.

In the event suspension of services exceeds twelve (12) months in duration, CONSULTANT may, by not less than thirty (30) days' written notice, terminate the services as they apply to the suspended portion of the project. In the event this Agreement is terminated by either DISTRICT or CONSULTANT, all reports, specifications and appurtenant data shall be delivered by CONSULTANT to DISTRICT and may

be used by DISTRICT.

ARTICLE 9: INDEMNIFICATION AND HOLD HARMLESS

CONSULTANT agrees to defend, indemnify, and hold harmless DISTRICT and its officers, agents, and employees, from and against any and all liability, damages, costs, losses, claims, and expenses, however caused, resulting directly or indirectly from or connected with CONSULTANT's negligent performance of this Agreement (including, but not limited to, such liability, cost, damage, loss, claim, or expense arising from the death of or injury to, or damage to property of CONSULTANT, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims, or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

ARTICLE 10: INSURANCE

CONSULTANT shall provide and keep in effect during the term of this Agreement insurance as follows:

- A. Workers' Compensation and Employer's Liability in accordance with applicable laws.
- B. Comprehensive Commercial Liability policies with combined single limit coverage of not less than \$1,000,000 for any personal injury, death, or property damage.
- C. Comprehensive Automobile Liability policies with combined single limit coverage of not less than \$1,000,000 for personal injury, death, or property damage.
- D. Errors and Omissions coverage with minimum limits of \$1,000,000 in full force and effect during the life of this contract.

CONSULTANT shall provide certificates of such insurance to DISTRICT prior to the start of work. Said certificates shall specifically provide that: (1) DISTRICT is an additional insured for the coverage in Items B and C above; (2) any other insurance coverage applicable to the loss shall be deemed excess coverage and CONSULTANT's insurance shall be primary for the coverage in Items B and C above; (3) in the event of CONSULTANT's error or omission, CONSULTANT's insurance shall respond for the coverage in Item D above; and (4) such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set forth in this Agreement, except that ten (10) days' written notice shall be acceptable in the case of cancellation for nonpayment.

ARTICLE 11: SUBCONTRACTORS

This Agreement is a personal services contract, and the consulting work hereunder shall not be delegated or assigned by CONSULTANT to any person or entity without the consent of DISTRICT. Breach of this provision shall be grounds for immediate termination of this Agreement.

ARTICLE 12: AUTHORITY TO EXECUTE CONTRACT

Both DISTRICT and CONSULTANT do covenant that each individual executing this Agreement is a person duly authorized and empowered to execute Agreements for such party.

ARTICLE 13: DISPUTE RESOLUTION

In the event that CONSULTANT and DISTRICT have a dispute concerning the payment of sums

pursuant to their Contract, the parties agree to be governed by Public Contracts Code Section 20104 et seq. In the event of such dispute, CONSULTANT shall file a written claim with DISTRICT. DISTRICT shall respond in writing within forty-five (45) days, or, within thirty (30) days request additional documentation and respond within fifteen (15) days after said request.

ARTICLE 14: NOTICES

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage-paid mail addressed as follows:

To CONSULTANT: Brad Starr, PE
FILIPPIN ENGINEERING, INC.
950 County Square Drive, Suite 110
Ventura, CA 93003

To DISTRICT: FINANCE & ADMINISTRATION
Triunfo Water & Sanitation District
1001 Partridge Drive, Suite 100
Ventura, CA 93003-0704

With a copy to: ARNOLD LAROCHELLE MATHEWS VANCONAS & ZIRBEL LLP
c/o Arnold LaRochele Mathews VanConas & Zirbel LLP
300 E. Esplanade Drive, Suite 2100
Oxnard, CA 93036

or to such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be deemed to have been received three (3) days after mailing.

ARTICLE 15: NO WAIVER

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert, or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

ARTICLE 16: PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

ARTICLE 17: TERMS

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

ARTICLE 18: INCORPORATION OF RECITALS

The foregoing recitals are incorporated herein as though fully set forth.

ARTICLE 19: CALIFORNIA LAW

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. The parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

ARTICLE 20: EXECUTION IN COUNTERPARTS

This Agreement and any amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement, as may be amended from time to time. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, PDF or other electronic means shall have the same impact and effect as original counterparts and shall be valid, enforceable and binding.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

TRIUNFO WATER & SANITATION DISTRICT

FILIPPIN ENGINEERING, INC.

By _____
Raymond Tjulander
Chair, Board of Directors

By _____
Brad Starr, PE
Principal

APPROVED AS TO FORM:
ARNOLD, LaROCHELLE, MATHEWS,
VANCONAS & ZIRBEL, LLP

By _____
JOHN M. MATHEWS
Legal Counsel for DISTRICT

ATTEST:

By _____
Fidela Garcia
Clerk of the Board

August 31, 2021

Triunfo Water & Sanitation District
1001 Partridge Drive, Suite 100
Ventura, CA 93003

Attn: Mark Norris, General Manager

Dear Mr. Norris,

Filippin Engineering, Inc. is excited to provide construction management and inspection services for Triunfo Water & Sanitation District. FE is comprised of local staff who have been providing construction management and inspection services exclusively to public agencies like Triunfo Water & Sanitation District for over three decades. As a result, the Filippin Engineering CMIT team is exceptionally well qualified to address all technical, procedural, and community challenges that may be encountered with this assignment. FE's understanding of the services requested are to include construction management, site inspection, and constructability review services on an "on-call" basis as requested by the District.

PROJECT UNDERSTANDING / APPROACH

Filippin Engineering focuses solely on public works projects within our local region and is staffing our firm with the best engineering and construction professionals available. FE specializes in construction management and believe in serving our local jurisdictions with staffing that live in the area to better serve our clients and bring an integrity of dedication of service not found anywhere else. The team proposed on each of the District's projects will be chosen to ensure that experienced inspection and construction management oversight. Each project will be have a dedicated staff to support the District fully and continuously to deliver each project successfully.

PROJECT TEAM AND OVERVIEW

Filippin Engineering understands the many complexities and dynamics associated with public projects. We recognize and understand how to manage the very delicate and potentially unpredictable relationships that can exist between construction contractors, public works agencies, design professionals, and the public. We use our depth of experience and breadth of resources on each project in which we partake. All FE team members have a long and distinguished history of building successful projects as well as understanding the technical design and relational expertise to ensure smooth project delivery. To assist the District in on-call services, FE has proposed a team of local staff that is available at this time to provide services to the District.



Brad Starr, P.E., QSD/P, Principal Engineer: Mr. Starr is a registered civil engineer with over 26 years performing construction and design services in Ventura and Los Angeles County. Brad has extensive experience in construction management, utility design, construction inspection, and performing constructability review services. Construction Management experience includes managing projects from capital planning through the design and construction phases until final acceptance. These duties include managing engineer and inspection staff as well as performing the functions of daily report preparation, submittal management and review, RFI management, change-order negotiation, providing field direction to contractors, partnering, budget approvals, legal

reviews, code determinations, claims, labor compliance, property management, and resolution of disputes. Mr. Starr has extensive experience in public works infrastructure underground utilities, pavement design and construction, vertical construction, and concrete construction. Additionally, Mr. Starr is experienced State of CA SMARTS database for stormwater permitting and management.



Dustin Snider, Senior Construction Inspector: Mr. Snider has 13 years of experience in Construction, Special Inspection, and Materials Testing in a variety of project settings. Prior to joining Filippin Engineering, Dustin worked with Fugro as a materials tester and construction inspector. Dustin is knowledgeable in all areas of public project construction including underground utilities, roadway and bridge construction, paving and resurfacing, reinforced concrete and masonry, grading, backfill and earth work. He has been formally trained and certified in a variety of Deputy Inspection and Special Inspection roles, and currently holds certificates as an ICC Reinforced Concrete/Structural Masonry inspector, ACI Concrete Testing Technician, and Caltrans Testing Methods. Dustin's vast project experience includes inspection of pipeline projects, structural concrete, geotechnical anchors, large grading operations, soldier pile walls, sub drain installations, drilled pier foundations, roadway, and bridge construction. His depth of experience, excellent verbal and written communication, QA/QC implementation, and strong interpretation of project plans and specifications make Dustin an effective and integral addition to the FE team.



Rafael Medina, Assistant Construction Manager: Mr. Medina is an Oxnard native working 30+ years in the Ventura/Oxnard area. Prior to joining FE he worked for the County of Ventura Water and Sanitation Department. He has over 16 years of construction experience related to water and sewer infrastructure, dry utility, road construction, airport pavement maintenance, roadway pavement and maintenance, and storm drain structures. In addition, Mr. Medina has experience in vertical construction from groundbreaking to final product, which includes but not limited to, concrete foundation, framing, mechanical, electrical, plumbing, and data construction inspection. Other related experience topography data collection, construction staking, design engineering including preparation of plans, specifications, and cost estimates. Additionally, Mr. Medina has received his Lean Six Sigma Green Belt certification in process improvement by the County of Ventura.



Javier Licon, Senior Construction Inspector: Mr. Licon has an extensive background in public works construction and with over 17 years of experience in municipal projects including water and sewer pipelines, underground utilities, drainage, structures, roads and pavement maintenance. Javier's depth of hands-on experience and breadth of knowledge through a range of projects and roles has developed an exceptional skill set in a Senior Construction Inspector. Javier excels at understanding the construction work as well as the engineering details and design intent. He is as adept at resolving potential field conflicts as he is at communicating with designers or Agency staff. Prior to Filippin Engineering, Javier performed foreman and superintendent duties on public works projects for Toro Construction, giving him very applicable work experience.



Bob Funfar, Senior Construction Inspector: Robert (Bob) Funfar is a lifelong resident of Ventura County and has been in the construction industry for 35 years. Bob has in-depth knowledge and experience working in sewer, water, concrete, asphalt, trenching, sub-grading and compaction projects. He also has experience with Heavy Equipment Operation being responsible for the operation of a backhoe and dump truck during excavation and repair of water and wastewater lines. Prior to joining FE, Bob worked as a hands-on foreman and inspector with the City of Thousand Oaks. In his years with the City of Thousand Oaks, he continued to gain an intimate knowledge of general construction with an emphasis in water infrastructure. Bob was also the City of Thousand Oaks Public Relations Officer providing immediate response to all water related emergencies. Bob has a solid background working on Public Works projects administered per the California Department of Transportation (Caltrans) methods and procedures in accordance with the Local Assistance Procedures Manual. Overseeing these projects, Bob has experience in item quantity verification, daily time sheets, problem solving issues that come up in the job setting and managing personnel to complete tasks.



Zachary Bryant, Assistant Construction Manager: Mr. Bryant is a longtime resident of the California Central Coast, with over 16 years of public works and construction industry experience in Santa Barbara, Ventura, and Los Angeles Counties. His experience comes vastly as a project manager and field services supervisor at Fugro Consultants, Inc. His focus at Fugro and now FE is major infrastructure projects such as bridge reconstruction, freeway and roadway widenings, water and wastewater pipelines, wastewater and water treatment facilities and reservoirs. Recently, My Bryant has been providing construction management support services to the City of Ventura on infrastructure projects including street resurfacing, pedestrian improvements, water system upgrades and sewer pipelines. Roles and responsibilities include all manner of project management, coordination with stake holders, inspection, document review, and document control. Mr. Bryant excels at managing multiple projects at once and his depth of experience, strong communication skills and problem-solving abilities, make Zach an effective and essential member of the FE team.



Fernando Perez, Chief Construction Inspector: Mr. Perez is a lifelong resident of Ventura County with over 20 years' experience in the construction industry and public works projects. Fernando has worked in the field and in the office on dozens of public works projects, such as roads, pavement maintenance, structures, bridges, multiuse paths, parks, flood control facilities, and water and sewer pipelines. His experience as both a hands-on contractor and a construction inspector representing public agencies and other clients is exceptionally useful in his roles in management and inspection of public works projects. As a Senior Construction Inspector for FE, Fernando provides inspection of new road construction, underground utilities, grading, asphalt concrete paving, concrete placement, calculation of pay quantities for process billing, processing of contract change orders and coordination with public agencies and utility companies. He also assists the firm's engineers with numerous design, construction management, and engineering tasks.

PROPOSED APPROACH AND SCOPE OF WORK

The following are detailed Construction Management and Inspection services that are directly delivered by Filippin Engineering. In general, we believe proper scoping, continual communication, and evaluation of results leads to the best project outcomes. Our Construction Manager, Construction Inspectors, and staff selected for each assignment will constantly coordinate with the District staff to make certain the scope our team is providing is effectively meeting expectations on each project.

PRE-CONSTRUCTION SERVICES:

It is important to start a project in the right direction, and for that reason, we believe pre-construction tasks are of utmost importance in familiarizing ourselves with all project constraints including the notation of critical items and unusual conditions. Below is a list of our preconstruction phase scope items:

Preconstruction Phase Scope	
<ul style="list-style-type: none"> ▪ Review contract documents and RE pending file ▪ Establish Document Control System ▪ Attend a review and coordination meeting with the Design Engineer and District staff ▪ Prepare a project specific Quality Assurance Plan (QAP) when applicable 	<ul style="list-style-type: none"> ▪ Prepare and run preconstruction meeting and distribute meeting minutes ▪ Establish communication procedures ▪ Document the project site

CONSTRUCTION SERVICES

During the construction phase of the project, our team will perform all requested construction management and site observations to include the following services as requested by the District:

Construction Phase Scope for Construction Management Team	
<ul style="list-style-type: none"> ▪ Draft and negotiate Change Orders ▪ Establish and Maintain Contract Documentation Procedures ▪ Maintain Project Files ▪ Maintain RFI and Submittal Logs, and review and route as necessary, and prepare responses to RFI's and Submittals ▪ Review and route submittals for review by others as appropriate Review and Process Progress Pay Estimates ▪ Research and respond to Potential Claims ▪ Monitor Buy America requirements, as appropriate ▪ Review all Contractor correspondence and prepare responses, coordinating as necessary ▪ Prepare and submit monthly progress report to City PM including key issues, cost, and schedule status ▪ Review Shoring Submittals, as applicable ▪ Review Contractor submitted Quality Control plans (for welding, coatings, etc.) 	<ul style="list-style-type: none"> ▪ Prepare Cost Request Bulletins and associated backup for negotiation of changes ▪ General Contract Administration ▪ Review Shop Drawings ▪ Weekly Statement of Working Days ▪ Project communication with stakeholders ▪ Collaboration with Design Engineer ▪ Assure compliance with plans, specs, and permits ▪ Review Contractor's Baseline Schedule and Monthly Schedule Submittals ▪ Claim avoidance, review, and resolution ▪ Chair weekly meetings ▪ Perform final inspection & recommend acceptance ▪ Receive and analyze Notices of Potential Claim ▪ Prepare quantity sheets for backup documentation for pay requests ▪ Ensure staking is adequate to control line & grade ▪ Coordinate and verify materials testing certifications are current. ▪ Review & approve concrete mix designs

<ul style="list-style-type: none"> Perform Materials Testing per the QAP and maintain log of acceptance testing. 	
Construction Phase Scope for Construction Inspector	
<ul style="list-style-type: none"> Field observation Photographic documentation Quality Assurance Conflict and field issue identification Daily inspection reports SWPPP and permit compliance monitoring Quantity verification Line and grade verification Material and equipment verification Extra work/CCO diary of work 	<ul style="list-style-type: none"> Monthly Q sheets for progress payments Punchlist for final inspection Public relations Maintain field record drawings Request/review material certifications Review bid sheet quantities for accuracy Coordinate materials testing per District or Project QAP Coordinate with environmental consultant Coordinate closely with RE

POST CONSTRUCTION SERVICES

Equally important to starting the project is closing out the project to hand over to the District a complete project that is of the highest quality, as well as the accompanying documentation, as follows:

Post Construction Phase Scope	
<ul style="list-style-type: none"> Compile record drawing information (redlines) from ARE and Contractor markups. Make recommendation for final payment and acceptance. Notice of Completion Statement of Final Quantities and/or Final Balancing Change Order 	<ul style="list-style-type: none"> Compile outstanding claim information for closeout. Electronic Copy of all Project Files in Caltrans standard recordkeeping guidelines. Hard Copy (if agency requested) of all Project Files in Caltrans format, consistent with electronic files.

CONSTRUCTION MANAGEMENT SOFTWARE AND REPORTING



FE is proud to share that we now offer full-service Procore Project Management software on every one of our projects, and at no cost to the Agency, Contractor, or any other user. Utilization of the Procore tools will ensure standardization of quality, increased efficiency in document control, continuous transparency to the Agency staff (and any number of desired/authorized stakeholders). This software platform is the best available technology in the field and will be used to successfully manage the document control procedures, keeping with the Caltrans Construction Procedures

Manual and LAPM. We believe that digital and cloud/web-based platforms for project management and document control are not only an eventual reality, but also a very effective and valuable evolution.

Procore CM and Document Control Software: FE will be sharing Procore CM software with all pertinent stakeholders, standard on every project, at no cost to the City or Contractor’s. Use of web-based collaborative software will increase efficiency, ensure standardized quality, increase transparency and communication, and will still maintain the public procedures required for all municipal projects.

COVID-19 RESPONSIBILITIES

Filippin Engineering, Inc. has a COVID-19 response plan in place, and our personnel are required to follow the safety protocols in accordance with State of California mandates and the recommendations of the Center for

Disease Control (CDC). Our field staff is equipped with company-provided Personal Protective Equipment (PPE) and hand sanitizer. We update our protocols as new medical information becomes available and provide continuing education to our employees regarding new developments in the understanding of how the virus is transmitted.

CONSTRUCTION MANAGEMENT SUPPORT COSTS

Filippin Engineering will utilize the fee schedule in Exhibit A for costs on all work performed for the District. FE's services will be performed on a time and materials basis and shall be billed monthly at the agreed upon rates. Charges for "time" include professional, technical and clerical support services provided by FE. "Materials" include all reimbursable expenses, such as photocopies, FAX transmissions, postage, shipping/delivery, plots, prints, maps/documents, and outside consultant fees. Below are the expected rates for certain services that are proposed for FE to perform.

At the District's request FE will provide a cost of our services based on our understanding for each Task Order based on the scope and complexity of the work, the duration of the assignment, and the level of service desired by the District. However, because our services will be performed on a time and materials basis, and it's possible that our actual charges could exceed the amount we have estimated. During the performance of our services, the need for additional or expanded services will be monitored and communicated by FE staff to the District to ensure that all parties are in agreement before a project budget is reached.

FE is proud of our accomplishments, and we encourage you to call our past and current clients to inquire about the high level of service and integrity our team members bring to their assignments. We look forward to working with you on many projects. If you have any questions or would like to discuss our proposal further, please don't hesitate to call me at (805) 455-7217.

Sincerely,
FILIPPIN ENGINEERING

Brad Starr

Brad Starr, P.E.
Principal Engineer
950 County Square Drive, Suite 110
Ventura, CA 93003
(805) 455-7217
brad@fecivil.com

**EXHIBIT A
FILIPPIN ENGINEERING, INC.
BILLING RATES EFFECTIVE JANUARY 1, 2021 to JUNE 30, 2022**

Engineering

Engineering Technician	\$ 110.00
Senior Engineering Technician	\$ 120.00
Junior Engineer	\$ 150.00
Assistant Engineer	\$ 160.00
Associate Engineer	\$ 170.00
Senior Engineer	\$ 185.00
Principal Engineer	\$ 200.00

Construction Management

Assistant Construction Manager	\$ 160.00
Associate Construction Manager	\$ 165.00
Senior Construction Manager	\$ 185.00
Principal Construction Manager	\$ 200.00
Senior Construction Inspector (PW)	\$ 150.00
Chief Inspector/Owner's Rep (PW)	\$ 155.00
(PW) Prevailing Wage	

General

Technical/Clerical Support	\$ 100.00	Sub-Consultant	Cost + 15%
Office Engineer	\$ 110.00	Reimbursable Expenses	Cost + 15%
Senior Program Manager	\$ 190.00	Outside Consultant	Cost + 15%

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 construction inspector.

Note 3: Billing Rates subject to change for multiple year contracts in conjunction with labor increases, which will be calculated at an increase of 3% beginning on July 1st of each year.

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