

: Contract Number: BC-12-126

D1. Fiscal Year..... : FY 2011-12 and 2012-13  
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) : 054  
D3. Requisition Number ..... :  
D4. Department Name..... : Flood Control  
D5. Contact Person..... : Jon Frye  
D6. Phone ..... : 568-3444

K1. Contract Type (check one):  Personal Service  Capital Project/Construction  
K2. Brief Summary of Contract Description/Purpose : construction inspection services  
K3. Original Contract Amount ..... : \$221,850  
K4. Contract Begin Date ..... : June 19, 2012  
K5. Original Contract End Date..... : June 15, 2013  
K6. Amendment History (leave blank if no prior amendments):

Seq#EffectiveDateThisAmndtAmtCumAmndtToDateNewTotalAmtNewEndDate      Purpose (2-4 words)  
                  \$                   \$                   \$

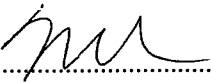
K7. Department Project Number..... : SC8042

B1. Is this a Board Contract? (Yes/No) ..... : yes  
B2. Number of Workers Displaced (if any) ..... : N/A  
B3. Number of Competitive Bids (if any) ..... : N/A  
B4. Lowest Bid Amount (if bid) ..... : \$  
B5. If Board waived bids, show Agenda Date..... :  
B6. ... and Agenda Item Number..... : #  
B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) :

F1. Encumbrance Transaction Code ..... : 1701  
F2. Current Year Encumbrance Amount..... : \$  
F3. Fund Number ..... : 2610  
F4. Department Number ..... : 054  
F5. Division Number (if applicable) ..... : 04-05  
F6. Account Number..... : 8700  
F7. Cost Center number (if applicable) ..... :  
F8. Payment Terms ..... : Net 30

V1. Vendor Numbers (A=uditor; P=urchasing) ..... : A-019268  
V2. Payee/Contractor Name..... : Filippin Engineering  
V3. Mailing Address..... : P.O. Box 1555  
V4. City State (two-letter) Zip (include +4 if known) : Santa Ynez, CA 93460  
V5. Telephone Number ..... : (805) 448-5619  
V6. Contractor's Federal Tax ID Number (EIN or SSN) :  
V7. Contact Person ..... : Kelly Wheeler  
V8. Workers Comp Insurance Expiration Date..... :  
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) :  
V10. Professional License Number..... : #  
V11. Verified by (name of County staff)..... :  
V12. Company Type (Check one):  Individual  Sole Proprietorship  Partnership  Corporation

**I certify:** information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : Authorized Signature  5-22-12

**AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the Santa Barbara County Flood Control and Water Conservation District, a political subdivision of the State of California (hereafter COUNTY) and Filippin Engineering having its principal place of business at 1340 Willow Street, Santa Ynez, CA 93460 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** Jonathan Frye at phone number (805) 568-3444 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Kelly Wheeler at phone number (805) 448-5619 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

- To COUNTY: Thomas D. Fayram, Santa Barbara, County Flood Control & Water Conservation District, 123 E. Anapamu Street, Suite 240, Santa Barbara, CA 93101
- To CONTRACTOR: Gino P. Filippin, Filippin Engineering, P.O. Box 1555, Santa Ynez, CA 93460

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on June 19, 2012 and end performance upon completion, but no later than June 15, 2013 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES**, above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards

observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with

others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not effect any right or remedy which COUNTY may have in law or equity.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy,

to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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Agreement for Services of Independent Contractor between the **Santa Barbara County Flood Control and Water Conservation District** and **Filippin Engineering**.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

SANTA BARBARA COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT


By: \_\_\_\_\_  
Chair, Board of Directors

Date: \_\_\_\_\_

ATTEST:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

CONTRACTOR  
Filippin Engineering

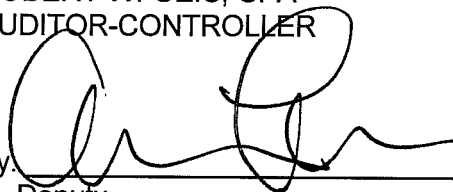
By: \_\_\_\_\_  
Deputy

By:  \_\_\_\_\_  
Title: President

APPROVED AS TO FORM:  
DENNIS A. MARSHALL  
COUNTY COUNSEL

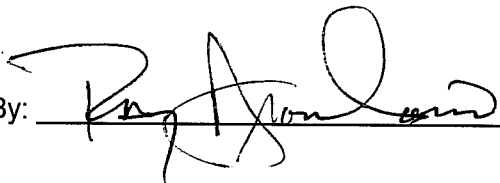
APPROVED AS TO ACCOUNTING FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

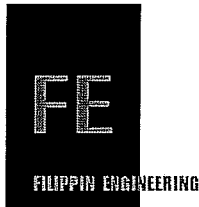
By:  \_\_\_\_\_  
Deputy County Counsel

By:  \_\_\_\_\_  
Deputy  
Deputy Auditor-Controller  
Gregory Eric Levin  
Advanced and Specialty Accounting

Dept: 054  
Fund: 2610  
Acct: 8700  
Program: 3005

APPROVED AS TO FORM:  
RAY AROMATORIO, ARM, AIC  
RISK MANAGER

By:  \_\_\_\_\_



## EXHIBIT A STATEMENT OF WORK

April 6, 2012

Santa Barbara County Flood Control & Water Conservation District  
123 East Anapamu Street  
Santa Barbara, CA 93101  
Attn: Mr. Jon Frye, P.E. and  
Mr. Matt Griffin, P.E.

**SUBJECT: PROPOSAL FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES,  
LOWER MISSION CREEK, REACH 2B, PHASE 1**

Dear Mr. Frye and Mr. Griffin:

Thank you for the opportunity to submit our proposal to perform Construction Management and Inspection services for the Lower Mission Creek, Reach 2B, Phase 1 Project for the Santa Barbara County Flood Control and Water Conservation District (Flood Control).

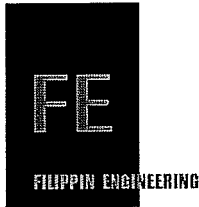
Filippin Engineering (FE) proposes a team that has worked on previous Flood Control projects, including the recently completed Lower Mission Creek, Reach 1A, Phase 1 Project downstream of the proposed project site. In addition, FE also has experience working with the various agencies involved on the project including the City of Santa Barbara and UPRR. We also gained a great deal of familiarity from our detailed constructability review of the project. We believe that our proven performance will facilitate the construction work and minimize delays, cost overruns, and construction claims.

### UNDERSTANDING OF THE PROJECT

Filippin Engineering's understanding of the project is based upon our review of the plans and specifications for Phase 1 and Phase 2 of the project provided in January of this year to perform the constructability review, and recent conversations with Flood Control staff. Our staffing, approach, and proposed services are based on our understanding of these documents and conversations. We are flexible in working with Flood Control to meet specific needs of each project, and welcome any suggestions to our approach in this proposal or throughout the performance of the work. Filippin Engineering will also comply with all prevailing wage requirements for inspection on the project.

### PROJECT STAFFING

Based on conversations with Flood Control staff, it is our understanding that FE is to provide a part time construction manager and full time construction inspector and for this project. We believe that all necessary coordination, site observation, construction documentation, and other tasks necessary to administer a successful construction project can be accomplished within this amount of time. We



estimate that the part-time construction manager will be a task that can be accomplished in approximately 6 hours per day. This is based on just under the average management time spent on Lower Mission Creek, Reach 1A, Phase 1, and will be largely dependent upon the Contractor chosen to perform the work.

Filippin Engineering proposes to staff the project with the following professionals:

Kelly R. Wheeler, P.E., Construction Manager

Ms. Wheeler will act as the Project Manager/Resident Engineer, and primary contact for the project. Ms. Wheeler is a registered civil engineer with over 12 years of design and construction experience. She will be responsible for the management of the work at the construction site, overseeing inspection of the work, communication with the Contractor, flow of information between the Contractor and the Owner, coordination with the various agencies and project stakeholders, and public relations. Ms. Wheeler has experience as the Project Manager for previous Flood Control projects, in addition to projects of similar size and scope, including Lower Mission Creek, Reach 1A, Phase 1.

Craig Fraki, Construction Inspector

Mr. Fraki will be assigned the Construction Inspection duties for this project. Craig has over 21 years of public works and building inspection experience. He has a degree in Construction Technology and holds multiple certifications through the International Code Council, including being a Certified Building Official. Mr. Fraki has recently performed contract administration, construction management, and inspection on projects in Ventura and Santa Barbara Counties such as the City of Camarillo's Springville Interchange Project; the County of Ventura's, Lewis Road Widening; Project; the City of Camarillo's Upland Road Realignment; and Goleta Sanitary District Firestone Lift Station. Mr. Fraki has also provided Quality Control Inspection for the CSUCI Infrastructure Project. In addition Mr. Fraki has recently completed a reinforced masonry inspection course at Ventura Community College.

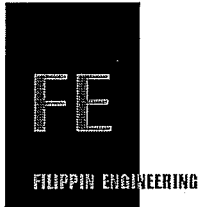
Gino Filippin, P.E. , Quality Control Manager

Mr. Filippin is personally involve with every project undertaken by FE and will be available as a resource for any of the staff on the project. Mr. Filippin has over 30 years of experience in engineering design, construction management, construction engineering, contract administration, construction claims avoidance, and construction inspection. He will periodically perform quality control and assurance, and visit the construction site to review the work in progress and to assist the construction management team if needed. As he proved during the Reach 1A, Phase 1 project, Gino is a valuable resource, especially in the area of claims negotiations.

On-Call Project Staffing

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 our practice to designate on-call staff for significant projects. The following are their short biographies:





#### Matt Davis, P.E., Construction Manager and Inspector

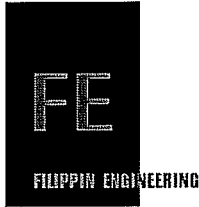
Mr. Davis has over 15 years experience in the construction industry working in professional roles from both the public agency and the contractor point of view, and has the ability to function in the role of Inspector or Resident Engineer. With degrees in both Civil Engineering and in Construction Management from Cal Poly, SLO, his technical engineering expertise is complemented with a depth of management knowledge as well. The practical experience that he has gained directly in the field is invaluable in managing potential conflicts and supporting efficient progression of the work on site. Matt has a strong background in all the necessary services required for the project observation, with the added expertise of day to day management in the field, such as daily reporting, QA/QC, RFI management, submittal review, schedule tracking, conflict coordination, change management, and progress pay requests. He is also extremely adept at communicating with a range of stakeholders such as neighbors and local businesses, which compliments his ability to identify and resolve many conflicts before they escalate. As a prior Supervisor in the Construction Section at the City of Santa Barbara, he has an intimate understanding of public agency mechanisms as well as the challenges they face. With hands-on construction experience, he has a greater understanding for the practical constructability aspects that are often overlooked or even unknown to many professional consultants.

#### Marco Pecile, Construction Inspector

Mr. Pecile brings to Filippin Engineering over 12 years of experience in the construction industry. In addition to inspection and project management roles, Mr. Pecile also has background from the contractor perspective, having been employed as an operations manager, project manager, project engineer, and construction estimator, in addition to having obtained his contractor's license. He has experience with a variety of private and public works projects, including pipelines, structures, shoring, and mass excavation. Marco was also the inspector for the three final months of the Lower Mission Creek, Reach 1A, Phase 1 project, and was the construction inspector on the Montecito Creek Fish Passage Project, both administered by Flood Control. He most recently has been performing construction inspection on the Springville Interchange Project, assisting Mr. Davis and Mr. Fraki in the final phases of that project.

#### John Perrizo, Construction Inspector

Mr. Perrizo has been providing construction management and inspection to various public agencies along the central coast for over twenty-five years, and was the primary inspector on the Reach 1A, Phase 1 project. He is retired and located in the Santa Barbara area, and could be available for short periods of time. Mr. Perrizo has worked with all of our project team members on previous projects, and would integrate seamlessly into the work, should it become necessary. Resumes for Ms. Wheeler, Mr. Davis, Mr. Filippin, Mr. Fraki, and Mr. Pecile are provided in the attached resumes.



## PROJECT APPROACH

Public Works Construction of any kind is full of many unknown challenges. In order to meet those challenges, Filippin Engineering's preferred approach is to work as an extension of the District's staff. In order to achieve that highest degree of seamless integration, communication early and often is essential. As Project Manager, Ms. Wheeler will continually monitor and coordinate the scope of services with Flood Control's project manager and with our project team, making certain that the level of service provided meets the goals of the project team. For the purposes of this proposal, the following project phases have been identified with the associated items of work that our project team can perform.

### Pre-Construction Services:

Prior to the start of construction, the Filippin Engineering team will perform the following:

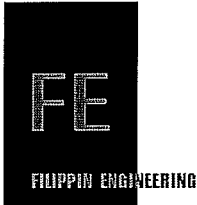
- **Submittal Review** – Receive, review and/or distribute Contractor submittals prior to the project for materials submittals, shop drawings, schedules, environmental permit compliance, and any other required documentation necessary prior to project kick-off.
- **Pre-Construction Conference** – Coordinate and chair the Pre-construction Conference. Schedule meeting and provide notices to project participants prior to the start of any field activities. Prepare and distribute minutes of the conference.
- **Document Control** – Establish document control procedures and Construction Management procedures to ensure organized, complete, and effective construction management and documentation at the onset and throughout the project duration.
- **Contract Document Review** – Having performed a constructability review of the project already gives our project team a level of familiarity with the contract documents. However, upon receipt of final documents, our project team will again review the project package, giving the team a head start on staying ahead of potential issues, also minimizing costly claims during the project.

Upon District request, our team can also be available to staff during and prior to the bidding phase of the project for extra services or additional coordination as necessary.

### Construction Phase Services:

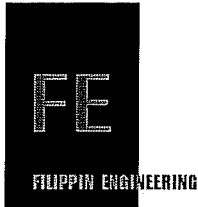
During the construction phase of the project, our team will perform all construction management and observation including the following services, in addition to those requested by Flood Control staff during the course of construction. The list of services below is provided as typical services we provide during construction of similar projects that we expect will be necessary:

- **On-Site Management & Construction Phase Communication** - Establish and implement coordination and communication procedures among Flood Control, City, other permitting agencies (Amtrak, UPRR, etc.), property owners, Filippin Engineering, Design Professional, and Contractors.



- **Construction Administration Procedures** - Utilize the Construction Management procedures for reviewing and processing request for clarifications and interpretations of the Contract Documents; shop drawings, samples and other submittals; contract schedule adjustments; change order proposals; written proposals for substitutions; payment applications; and the maintenance of logs. As Flood Control's representative at the construction site Filippin Engineering shall be the party to whom all such information shall be submitted.
- **Review of Requests for Information, Shop Drawings, & Other Submittals** - Review the Contractors' requests for information, shop drawings, samples and other submittals to determine the anticipated effect on compliance with the Project requirements, the Project and Construction Budget, and the Baseline Schedule. Forward to the Design Professional as appropriate for review of the request for clarification or interpretation, shop drawing, sample, or other submittals, along with Filippin Engineering's comments. Filippin Engineering comments shall not relate to design considerations, but rather to matters of constructability, cost, sequencing, scheduling and time of construction, and clarity, consistency, and coordination in documentation Filippin Engineering shall receive from the Design Professional, and transmit to the Contractor, all information received from the Design Professional.
- **Change Order Preparation, Negotiation and Processing** - Establish, implement and coordinate systems for processing all contract change orders. Negotiate all contract change orders with the Contractor. Prepare contract change order document for execution by Contractor and the District.
- **Jobsite Progress Meetings** – Conduct weekly progress meetings to review progress and quality, notify the attendees of any contractor deficiencies, determine availability of labor, material, and equipment for upcoming work, coordinate utility outages and site disruptions, and address coordination matters. Additional special meetings may be required to address special issues and conditions and to address special coordination 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.
- **Contractor's Construction Schedule** - Filippin Engineering shall review each Contractor's Construction Schedule and shall verify that the schedule is prepared in accordance with the requirements of the Contract Documents and that it establishes completion dates that comply with the requirements of the approved Baseline Schedule. In addition, we will track conformance with the project schedule, requiring submission of a make-up schedule if necessary to keep the project on track for completion within the time deadlines.
- **Progress Payments** - Filippin Engineering shall review the payment applications submitted by each Contractor and determine whether the amount requested reflects the progress of the Contractor's work. Filippin Engineering shall make appropriate adjustments to each payment application and shall prepare and forward to the District a Progress Payment Report. The Report shall state the total contract price, payments to date, current payment requested, retainage and actual amounts owed for the current period.
- **Photographs** - Provide photographic documentation of project site prior to, during, and after construction.

- **Maintain Construction Record Drawings** - Maintain one set of contract documents with up-to-date information regarding all addendum, substitutions, clarifications and change orders.
- **Manage Laboratory Testing Services** - Schedule and manage all laboratory testing services with the Flood Control contracted materials testing laboratory (Fugro, Inc.), or if in any instance the specifications require the Contractor be responsible for materials testing, we will maintain oversight of the Contractor's Quality Control (QC) Program.
- **Construction Staking** – Perform coordination with the County surveyor to provide construction staking.
- **Reports** - Prepare weekly statements of working days, daily observation reports, and weekly status reports. Prepare any other reports related to field services requested by County staff.
- **Resident Engineering** - Manage all field operations relating to project inspection, materials testing, measurement and payment, administration and conflict resolution.
- **Field Observation** - Provide full-time detailed field observation services to verify compliance and conformance with the contract documents. Daily construction reports will be completed.
- **Traffic Control and Public Safety** – Coordinate with City Public Works for review of traffic control and public safety plans. Monitor throughout construction for compliance with the approved plans and safety laws and regulations. Review all detour, lane closures, temporary access, signing, delineation and traffic control. Report deficiencies to Contractor. Coordinate with UPRR and Amtrak as appropriate for safety requirements working near the railroad tracks and in the vicinity of the Depot.
- **Public Relations** – Perform public relations and outreach as necessary to the community. This project is in a very visible, high profile area within Santa Barbara. We are sensitive to the need to be good neighbors, being proactive, responsive, and informative.
- **Coordination** – Perform coordination between the Design Engineer (HDR), Flood Control, other County departments (including biological monitoring), City of Santa Barbara, permitting agencies, Amtrak, property owners, materials testing laboratory, the District provided arborist for work in the vicinity of the fig tree, and other stakeholders or agencies as necessary throughout the project.
- **Utility Coordination** – Perform coordination with utility companies regarding their facilities and necessary relocations by Verizon, Cox, Southern California Gas, Southern California Edison, and others as necessary throughout the project.
- **Temporary Trailer** – Provide a temporary trailer at the site for the Resident Engineer and Construction Inspector, including supplying and maintaining temporary power and internet service for the construction duration. For purposes of this proposal, it is assumed that there will not be a City permit required. It is also assumed that temporary power will be able to be provided with the installation of one temporary power pole and a no cost building permit. It is also assumed that restroom facilities will not be provided.



### Close-out Services:

We anticipate the need for the following services during the construction close-out phase:

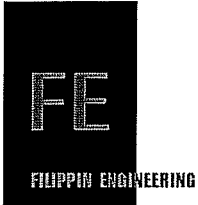
- **Meetings** – Conduct and coordinate meetings with Flood Control, Contractor, and other agencies related to project completion. Prepare meeting notices and prepare and distribute meeting minutes.
- **Reports** - Prepare reports that may be required during the final acceptance and project closeout.
- **Final Inspection and Punch list** - Provide final inspection and prepare list of project construction deficiencies for resolution by Contractor.
- **Construction Approval/Acceptance** - Make recommendations to Flood Control regarding final project approval and acceptance.
- **Final Payment** - Make recommendations regarding Contractor's final progress payment request. Prepare final progress payment report for submission to the District.
- **Project Closeout** - Prepare documentation needed for project closeout. Deliver all project documentation to Flood Control.
- **Final Report** – Provide the County with a project final report that summarizes key information on the project.

### **PROPOSED FEE AND METHOD OF PAYMENT**

The construction contract period for this project is 125 working days. If actual construction time is less, our costs will also be less. We have not budgeted additional fees for working extended hours. Should extended hours be required, overtime rates (1.3 times the normal billing rate) will apply. There may also be periods of time during construction when the need for our services will not be as great as projected. We will make every effort to minimize the time we spend on this project, without sacrificing the quality of our work.

Our proposed services will be performed on a time and materials basis and shall be billed monthly at the rates then in effect. Charges for "time" include professional, technical and clerical support services provided by Filippin Engineering. "Materials" include all reimbursable expenses, such as photocopies, FAX transmissions, postage, shipping/delivery, mileage, plots, prints, maps/documents and outside consultant fees. A rates sheet is provided as an attachment to this proposal.

Flood Control staff has requested part time construction management (estimated at 6 hours/day), and full time prevailing wage inspection (8 hours/day) for the 125 working day project duration. Based on our understanding of your requirements, we estimate that the fee required for our services will be approximately **\$221,850** including reimbursable expenses. A breakdown of our services is provided in the following table.



Task	Gino Filippin (\$145/hr)	Kelly Wheeler (\$130/hr)	Craig Fraki (\$95/hr)	Total Hours	Labor Cost
Pre-Construction Services	0	40	40	80	\$ 9,000.00
Construction Phase Services	50	750	1000	1750	\$ 199,750.00
Close-out Services	0	40	20	60	\$ 7,100.00
Temp. Trailer & Reimbursable Expenses					\$ 6,000.00
<b>Totals</b>	<b>50</b>	<b>830</b>	<b>1060</b>	<b>1890</b>	<b>\$ 221,850.00</b>

We have estimated the cost of our services based on our understanding at this time of the scope and complexity of the work. However, because our services will be performed on a time and materials basis, and it is 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 the Project Manager. At the start of the job, we will also prepare a cost projection worksheet that will be used to track costs throughout the project to ensure we keep control of our budget.

We look forward to working with you on this project. If you have any questions or would like to discuss our qualifications further, please don't hesitate to call me at (805) 448-5619, or Gino at (805) 729-0041. If this proposal is acceptable, please send the County's agreement to PO Box 1555, Santa Ynez, CA 93460.

Thank you,

FILIPPIN ENGINEERING

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



*Kelly Wheeler*

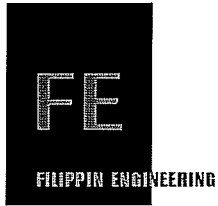
Kelly R. Wheeler, P.E.  
 Principal Engineer  
 R.C.E. 64522

## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$221,850**.
- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement at the same rate per unit as defined in **Attachment B1**. The total amount of this contingency fund is 10% of the agreement amount or **\$22,185**.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- D. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.



**FILIPPIN ENGINEERING, INC.  
BILLING RATES EFFECTIVE JANUARY 1, 2012**

**Engineering**

Assistant Engineering Technician	\$	50
Associate Engineering Technician	\$	60
Senior Engineering Technician	\$	70
Junior Engineer	\$	85
Assistant Engineer	\$	100
Associate Engineer	\$	115
Senior Engineer	\$	130
Principal Engineer	\$	145

**General**

Technical/Clerical Support	\$	45
Senior Program Manager	\$	160
Outside Consultant		Cost + 5%
Reimbursable Expenses		Cost + 5%

**Construction Management**

Assistant Construction Manager	\$	100
Associate Construction Manager	\$	115
Senior Construction Manager	\$	130
Principal Construction Manager	\$	145
Construction Inspector	\$	80
Prevailing Wage	\$	85
Senior Construction Inspector	\$	85
Prevailing Wage	\$	90
Chief Inspector/Owner's Rep	\$	90
Prevailing Wage	\$	95

Note 1: Reimbursable expences 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.



## EXHIBIT C

### for contracts REQUIRING professional liability insurance

#### INDEMNIFICATION

##### **Indemnification pertaining to other than Design Professional Services:**

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

##### **Indemnification pertaining to Design Professional Services:**

CONTRACTOR shall defend, indemnify, and hold COUNTY, its officers, employees, and agents harmless from and against any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. **Workers' Compensation Insurance:** Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as

defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

*"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."*

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of

damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Program Administrator is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

**EXHIBIT D  
YEAR 2000 DATE CHANGE COMPLIANCE WARRANTY  
FOR GOODS AND SERVICES**

**---- INTENTIONALLY OMITTED ----**

**REMOVED  
March 1, 2004**

**THIS AGREEMENT DOES NOT INCLUDE EXHIBIT D**