

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (Agreement) is made effective as of _____, 2022 (Effective Date), by and between Filippin Engineering, Inc., a California corporation (Consultant), and the City of Lompoc, a municipal corporation (City). Consultant and City are referred to herein individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, City is in need of construction management and inspection services for the replacement of existing four-inch water mains with new six-inch water mains at ten locations throughout the City for the 2020 Waterline and Valve Replacement Project, as described in Exhibit A (Consultant Services); and

WHEREAS, Consultant engages in the business of providing such Consultant Services; and

WHEREAS, City seeks the services of Consultant to provide such Consultant Services; and

WHEREAS, following submission of a proposal or bid for the performance of the Consultant Services defined and described particularly in Section 4.2 of this Agreement, Consultant was selected by City to perform those services; and

WHEREAS, Consultant and City desire to enter into this Agreement to memorialize their agreements regarding the Consultant Services to be provided to City.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Consultant and City agree as follows:

ARTICLE 1 ENGAGEMENT

1.1. Engagement: City hereby engages Consultant to provide the Consultant Services described in Exhibit A, and Consultant hereby accepts such engagement, all on the terms and conditions set forth herein. Consultant will determine the method, detail and means of performing the services detailed below.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Consultant: Consultant hereby represents and warrants to City, at all times during the term of this Agreement, that Consultant is a corporation duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of City: City hereby represents and warrants to Consultant, at all times during the term of this Agreement, that City is organized and established pursuant to the laws and ordinances of the State of California.

**ARTICLE 3
CONSULTANT STATUS AND QUALIFICATIONS**

3.1. Independent Consultant: Consultant's services are being provided to the City as that of an independent contractor. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any staff Consultant used to provide services under this Agreement are employees of the City.

3.2. Payment of Income Taxes: Consultant is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by City to Consultant for services satisfactorily rendered under this Agreement. On request, Consultant will provide City with proof of timely payment. Consultant agrees to indemnify, defend and hold harmless City for any and all claims, costs, losses, fees, penalties, interest, or damages, including court costs and reasonable attorney's fees, resulting from Consultant's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Consultant may, at Consultant's own expense, use any employees or subcontractors as Consultant deems necessary to satisfactorily perform the services required of Consultant by this Agreement. City may not control, direct, or supervise Consultant's employees or subcontractors in the performance of those services.

3.4. Qualifications: Consultant represents it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of City.

3.5. No Benefit Contributions: City shall have no obligation under this Agreement to compensate or pay applicable taxes for or provide employee benefits of any kind to any person employed or retained by Consultant.

**ARTICLE 4
GENERAL RESPONSIBILITIES OF CONSULTANT**

4.1. Minimum Amount of Service: Consultant agrees to devote as much time and attention to the performance of the Consultant Services under this Agreement as may be, in Consultant's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Consultant is responsible under this Agreement.

4.2. Consultant Scope of Services: Consultant agrees to provide the Consultant Services described in Exhibit A, attached hereto and incorporated herein by reference, including those additional services requested by City and accepted in writing by Consultant during the term of this Agreement.

4.3. Nondiscrimination: There shall be no discrimination against any person employed pursuant to this Agreement in any manner forbidden by law.

4.4. Non-Exclusive Relationship: Consultant may represent, perform services for, and contract with as many additional clients, persons, or companies as Consultant, in Consultant's sole discretion, sees fit.

4.5. Time and Place of Performing Work: Consultant may perform the services under this Agreement at any suitable time and location Consultant chooses.

4.6. Materials and Equipment: Consultant will supply all materials and equipment required to perform the services under this Agreement.

4.7. Professional Skill: It is further understood and agreed by and between the parties hereto that Consultant is skilled in the professional calling necessary to perform the work agreed to be done by it under this Agreement, and City, not being skilled in such matters, relies upon Consultant to perform the work in a skillful manner in accordance with generally accepted professional practices, and Consultant agrees to thus perform its work, and the acceptance of its work by City shall not operate as a release of Consultant from said Agreement.

4.8. Insurance: Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry adequate insurance including a commercial general liability policy and an Errors and Omissions policy, both in the amount of not less than \$1,000,000. Consultant shall also, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry automobile liability insurance with liability limits of not less than \$500,000 for the injury or death of a person or persons and property damage in any accident. City, its elective officials, officers and employees shall be named as an additional insured on the commercial general liability and automobile liability policies. Each type of insurance mentioned herein shall be written by a financially responsible company or companies authorized to do business in the State of California. Consultant shall provide City with certificates of insurance on forms acceptable to the City of all policies written and each shall contain an endorsement that they are not subject to cancellation without 30 days written notice being given to City by the insurance company or companies writing such insurance.

4.9. Workers' Compensation: Consultant agrees to provide workers' compensation insurance for Consultant and Consultant's employees and agents and agrees to defend, hold harmless and indemnify City for any and all claims arising out of any injury, disability, or death of any of Consultant's employees or agents.

4.10. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Consultant without the prior written consent of City, which consent shall not be unreasonably withheld.

4.11. Business Tax Receipt: Consultant shall maintain a valid Business Tax Receipt with the City of Lompoc during the term of the Agreement.

4.12. Ownership of Documents: All reports and documents prepared by Consultant under this Agreement are the property of City and shall be turned over to the City upon completion of this Agreement. Consultant shall not release any data, information, and/or materials resulting from the project without prior written consent from City.

4.13. Personnel: City shall have final approval of Consultant staff assigned to work under this Agreement. Consultant shall identify in writing the staff assigned to work under this Agreement and shall give City no less than ten days' written notice prior to any change in the staff assigned to work under this Agreement.

ARTICLE 5 COMPENSATION OF CONSULTANT

5.1. Compensation for Consultant Services: Consultant shall provide all Consultant Services in accordance with the terms, and at the compensation amounts and schedule of remittance, set forth in Exhibit B, which is incorporated by this reference as though set forth in full; provided, that the parties understand and agree the fee schedule is not an estimate but is the complete costs for which Consultant shall provide the Consultant Services. Total compensation under this Agreement shall not exceed Two Hundred Sixty-Five Thousand, Eight Hundred Dollars (\$265,800).

5.2. Payment will be in accordance with City's standard accounts payable process. Term no longer than 45 days after presentation of a valid monthly invoice for disbursement of the payment. Payment to be made by accounts payable check processed and available as part of the weekly disbursement cycle, available each Friday for pickup or mailed delivery.

5.3. Consultant shall provide itemized billing to the Accounts Payable Division identifying the project by City Project Number (if applicable) and listing the completed task, and listing the City Purchase Order Number (if applicable) on each invoice, as follows:

Electronically (preferred) to:
ap@ci.lompoc.ca.us

City of Lompoc
Attn: Accounts Payable
100 Civic Center Plaza
Lompoc CA 93436

5.4. The provisions of Article 9 of this Agreement will govern any dispute associated with compensation.

ARTICLE 6 OBLIGATIONS OF CITY

6.1. Cooperation of City: City agrees to comply with all reasonable requests of Consultant and provide access to all documents reasonably necessary to the performance of Consultant's duties under this Agreement. To the extent determined in the best public interest, in the sole discretion of City's City Council, City shall be responsible for initially insuring, and continuing to review, local and state laws in City's jurisdiction to assure adequate legal authority for Consultant to engage in the Services described herein on behalf of City.

6.2. Conflict of Interest: No officer, employee, director or agent of City shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any such person have any interest, direct or indirect, in this Agreement or the provisions thereof.

6.3. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by City without the prior written consent of Consultant, which consent shall not be unreasonably withheld.

ARTICLE 7 TERMINATION OF AGREEMENT

7.1. Termination: Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall remain in full force and effect after execution of this Agreement by City and Consultant until March 30, 2023. Consultant shall satisfactorily complete Consultant Services pursuant to this Agreement within that term, unless the term is modified as permitted for modifications of this Agreement.

7.2. Termination on Notice: Notwithstanding any other provision of this Agreement, City may terminate this Agreement at any time by giving ten-days' written notice to Consultant.

7.3. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of either party.
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

7.4. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, then the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Consultant's failure to satisfactorily complete the Consultant Services;
- (b) City's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Consultant's material breach of any representation, warranty or agreement contained in this Agreement.

ARTICLE 8 INDEMNIFICATION

8.1. Indemnification: To the extent permitted by applicable law, Consultant will indemnify, defend and hold harmless City and each of its officers, employees and agents from and against any and all losses, damages, liabilities, claims, death, injuries or costs, including court costs and reasonable attorney's fees, (collectively, Damages) resulting from any act or omission of Consultant or any of its officers, employees, agents or subcontractors related to this Agreement; provided, that the obligation to indemnify and hold harmless is only to the extent Consultant or any of its officers, employees, agents or subcontractors caused the Damages.

ARTICLE 9 GENERAL PROVISIONS

9.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California). Venue for any matter related to this Agreement shall be the Superior Court of the County of Santa Barbara.

9.2. Attorney Fees: In the event of any litigation to enforce, or construe the terms of this Agreement, the prevailing party herein shall be entitled to recover reasonable attorney's fees and costs.

9.3. Section Headings: The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

9.4. Interpretation: The terms and conditions of this Agreement shall be construed pursuant to their plain and ordinary meaning and shall not be interpreted against the maker by virtue of that party having drafted this Agreement.

9.5. Inconsistency: In the event any provision of this Agreement and the documents incorporated herein by reference are deemed to be in conflict, the provision in this Agreement shall prevail.

9.6. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the Parties. No amendment or modification of the amendment shall be valid unless evidenced in writing and executed by the parties thereto.

9.7. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

9.8. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Consultant to:

with a copy to:

If to City to:

City of Lompoc
Attn: City Manager
100 Civic Center Plaza
Lompoc CA 93436

And a copy to:

Aleshire & Wynder, LLP
Attn: Jeff M. Malawy
18881 Von Karman Ave., Suite 1700
Irvine, CA 92612

Or, if delivered by telecopy, on a Business Day before 4:00 p.m. local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday Federal Holiday or other day City's city hall is closed to the public.

9.9. Counterparts: This Agreement may be signed in several counterparts.

9.10. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CITY OF LOMPOC, a municipal corporation

FILIPPIN ENGINEERING, INC.

By: _____
Dean Albro, City Manager

By: _____

Its _____

Attest:

By: _____
Stacey Haddon, City Clerk

By: _____

Its _____

Approved as to form:

By: _____
Jeff Malawy, City Attorney

EXHIBIT A

CONSULTANT SERVICES

In the event of any conflicts between the provisions in Exhibit A and the other terms of the Agreement, the other terms of this Agreement shall govern.

(Immediately behind this page)

SCOPE OF WORK

Consultant will provide construction management and inspection services for the replacement of existing four-inch water mains with new six-inch water mains at ten locations throughout the City for the 2020 Waterline and Valve Replacement Project.

This scope of work will include the following services:

4.0 Preconstruction Phase

4.1 Design Review Activities. It is critical to the success of the projects to review the design early in order to identify problems and suggest modifications to increase reliability, ease of operation, and reduce costs. Since on this project, design and construction services are anticipated, Consultant will complete the design review on-going through the preliminary and final phases of the project.

4.2 Master Schedule. Consultant typically utilizes MS Project for scheduling and proposes to do so for this assignment. Consultant will prepare a master schedule for all phases of construction, as well as the pre-bid services. Consultant will coordinate with the Project Engineer with regard to estimated construction duration prior to bid, and will incorporate review times, permitting, bid package preparation, advertising and award period, and project closeout activities. Once the construction contractor has been selected, Consultant proposes to jointly prepare the construction schedule with the contractor so that Consultant has intimate knowledge of the assumptions made and thereby have access to the critical path and other information important for construction management services. This schedule will be updated monthly or otherwise as desired in order to track actual progress and make adjustments when necessary.

4.3 Contract Submittals. Upon receipt of contractors' bids, Consultant will review the apparent low bidder's bonds, insurance, references, and experience statements to assure compliance with the contract requirements. Once all required information has been submitted, a recommendation for award will be made to the City.

4.4 Contract Time. Following award of contract by the City and based on the agreed-upon Notice-to-Proceed date, Consultant will calculate the contract completion date, coordinate execution of the construction contract, and draft the Notice to Proceed for City signature.

4.5 Pre-Construction Briefing. Consultant will prepare an agenda, chair the briefing, and prepare minutes documenting the meeting held with Owner, Engineer, Contractor, Utility Company, Construction Manager, regulatory agency, and other pertinent parties prior to construction. Often this briefing can be combined or held on the same day as a Partnering session. Consultant typically designates the Preconstruction meeting as Construction Coordination Meeting No. 1 and continue the meeting agenda/minutes with the same format and distribution list.

4.6 Pre-Construction Condition Documentation. As typically done for all Consultant's construction management assignments, Consultant staff will digitally photograph and videograph the site and adjoining area in the pre-construction condition. These records will be shared with City and contractor staff and will be logged with date and time of acquisition. Consultant has found this technique to be invaluable in resolving questions of what may have been damaged by whom during construction.

5.0 Construction Phase:

5.1 Pre-Construction Meeting. Consultant will prepare an agenda, chair the meeting, and prepare minutes documenting the meeting held with Owner, Engineer, Contractor, Utility Company, Construction Manager, regulatory agency, and other pertinent parties prior to construction. Consultant typically designates the Preconstruction meeting as Construction Coordination Meeting No. 1 and continue the meeting agenda/minutes with the same format and distribution list.

5.2 Pre-Construction Condition Documentation. As Consultant typically does for all its construction management assignments, Consultant staff will digitally photograph and video graph the site and adjoining area in the pre-construction condition. These records will be shared with City and contractor staff and will be logged with date and time of acquisition. Consultant finds this technique to be invaluable in resolving questions of what may have been damaged by whom during construction.

5.3 Construction Management Plan. Consultant believes strongly in the value of such a plan. A Construction Management Plan is analogous to Project Management Plans they routinely prepare for its public agency projects. The purpose of this Plan is to define the roles and responsibilities of each of the participating parties. It is intended that the Plan address the flow of communications and decision-making so that at all times during the construction process, all relevant parties are involved to the extent necessary and desired.

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

5.5 Contract Documentation. Provide and maintain contract documentation records per Caltrans Uniform File Management System.

5.6 Submittal List. Establish a list of the submittals that will be required of the contractor with due dates to support expected schedule activities. Maintain a log of, and manage, shop drawings, samples, submittals, and RFI's in order to determine that:

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

5.7 RFCs/RFIs. Similar to the process for submittals, Consultant has developed a log system for Requests for Clarification and Requests for Information that is easily updated and included with transmittals and weekly meeting agendas/minutes. Within the Construction Manager's authority (established in the Construction Management Plan), responses will be made in the field and logged accordingly. Otherwise, responses will be facilitated by the appropriate person(s) so that no unwarranted delays are experienced. If necessary, the potential for change order associated with an RFC/RFI will be logged and tracked for cost tracking purposes.

5.8 Construction Delays. Consultant logs all weather delays and also maintains a "countdown" of remaining contract days. The currently approved construction schedule is compared with the "countdown" days to determine whether adequate progress is being made or if schedule adjustments are necessary. This information is shared at each construction coordination meeting. Consultant also logs and evaluates all requests for time extensions, making appropriate recommendations to the City and executing change orders (or other suitable document) for contract time extensions.

5.9 Material Substitution Requests. As with RFCs, RFIs, submittals, and similar items, Consultant has an established procedure of logging documents like these and will utilize it to track the status of all such documents. To the extent authorized, the Construction Manager will respond; otherwise, the request will be forwarded to appropriate City and Engineer personnel for review. Logs for these requests will be included with all meeting agendas & minutes and will be reviewed to assure timely response.

5.10 Progress Meetings. Consultant's Construction Managers utilize a template, customized for each project – to prepare agendas and minutes, along with attachments such as schedule updates, logs, and other pertinent information, so that all recipients can arrive at the meeting ready to provide input. The agendas/ minutes and attachments are distributed by email several days prior to each meeting, and the distribution list can include all interested parties, whether they attend the meeting in person or not. Minutes are clear in assigning responsibility and timeframes for action items.

5.11 Certified Payroll. Consultant can perform labor compliance checks as required by Title 29, Part 5 (29 CFR 5) of the Code of Federal Regulations and the United States Department of Labor either in-house or by subconsultant if supplemental resources are desired.

5.12 Construction Observation. Observe work in progress; perform daily inspection/monitoring of construction activities. Determine that work is in compliance with the plans, specifications, and permits. Consultant will be responsible for observation and documentation of all construction tasks and will follow City procedures.

5.13 Special Inspections and Testing. Consultant will coordinate special inspections and testing and forward those test results to the City within two working days from receipt by Filippin Engineering.

5.14 Review Inspection and Testing Reports. Upon receipt of all inspection and testing reports, Consultant's Construction Manager will review them to determine whether the results are in compliance with the contract requirements. If not, an immediate course of action is determined in consultation with the City, Engineer, testing firm, and Contractor. If results are in compliance, the report is logged and filed for future reference, if needed.

5.15 Evaluation of Work. Immediately upon identification of work that does not comply with the contract documents (deemed to include shop drawings, manufacturer's instructions, submittals, and other supplemental information) or with code or regulatory requirements, the Construction Manager will notify the City and the Engineer in order to begin the process of evaluating options. The options may include removal of the non-conforming work, reduced or withheld payment, redesign, and other alternative forms of resolutions. Consultant will diligently pursue mutually agreeable solutions with a sense of urgency so that few or no unresolved issues remain at the completion of the construction contract.

5.16 Materials Testing. Consultant will utilize our materials testing subconsultant, or work with the City's materials testing consultant to ensure that the work being performed meets the contract requirements.

5.17 Project Safety. Provide documentation and monitoring of Contractor's construction operations for safety practices per CAL-OSHA and project Traffic Control Plan.

5.18 Daily Documentation. Document the construction activities in a daily observation form. Track materials, labor and equipment on the job. Coordinate materials testing with City's materials testing consultant to ensure implementation of project's QC/QA per the City's Quality Assurance Program (QAP).

5.19 Track Project Timing and Progress. Monitor Contractor's schedule and timing, utilizing and implementing the Weekly Statement of Working Days form, to anticipate work to be performed and look for any potential conflicts or problems, in an attempt to solve problems before they become claims.

5.20 Payment Applications. Review the contractor's progress pay estimates in accordance with the construction contract. Payments on progress estimates will be supported by source documents that represent measured quantities. A complete and accurate pay estimate will be forwarded to the City for payment. Consultant will maintain a current estimate of overall construction costs.

5.21 Progress Payment Report Evaluation. Consultant prefers a proactive approach to Contractor Applications for Payment such that quantities and percent's complete are reviewed in the field between the Contractor's superintendent and the Consultant Inspector prior to the Contractor's preparation of a payment request. That way, once the Payment Application has been logged, the Consultant's Construction Manager can easily coordinate with the Construction Inspector to determine if the amount requested is appropriate. If acceptable, the Construction Manager will forward a

written recommendation for payment to the City if not, a written response to the Contractor will be prepared within the statutorily allowed timeframe, with a copy to the City.

5.22 Contract Change Orders. Prepare and administer Contract Change Orders for City review/approval.

5.23 Project As-Builts. Regularly review the Project as-built drawings produced by the contractor and require that the as-built drawings reflect the current Project conditions. Consultant will provide the City with a copy of the contractor's as-built drawings and prepare final record as-built drawings.

5.24 Photo Documentation. Prepare a photographic log of project progress. Photographic log shall be submitted to the City in electronic form at the end of the project.

5.25 Project Coordination. Coordinate with City staff, utility agencies and the surrounding public.

5.26 Storm Water Compliance. Inspect and document implementation of BMP's per project SWPPP.

5.27 Project Acceptance. Maintain a rolling punchlist throughout the work, attend a final job walk, examine the completed work, and work with the project manager and other consultants to develop a punch list.

6.0 Project Close-Out Phase

6.1 Rolling Punch List. As the project(s) near(s) completion, Consultant prepares a draft "Punch List" reviewed at the weekly meetings. This precludes a premature request from the Contractor(s), and helps distinguish significant from non-significant items affecting substantial completion.

6.2 Substantial Completion. Upon receipt of a request for Notice of Substantial Completion from the Contractor(s), Consultant will consult with City staff to conduct a final inspection. When all work has been completed, Consultant will prepare, facilitate the City's signature of, and issue a Certificate of Final Completion.

6.3 Final Project Report. When each construction contract is completed, Consultant will prepare a final report to the City summarizing all expenditures and change orders, showing pictures and providing a final accounting of all project expenditures in relation to the budget.

6.4 Notice of Completion. When all punch list items have been completed, the Consultant's Construction Manager will prepare a Notice of Completion, Statement of Final Quantities, and any final documentation requested by the City. Thereafter, the Contractor's final payment will be processed.

INFORMATION AND PARTICIPATION FROM CITY STAFF

It is expected that City will provide the following:

- City's GIS background CADD files in MicroStation or AutoCAD format,
- City's Aerial photos in "MrSID" format,
- Administer the contracts,
- Approve and process payments to Contractor and Consultant,
- Work with Consultant, Contractor, and other agencies and stakeholders to accomplish the project.

SCHEDULING

City and Consultant shall develop a detailed schedule of deliverables that will ensure City timelines are met and Consultant resources are scheduled appropriately. If the City needs to accelerate schedule, Consultant will ramp up services to meet City provided deadlines.

EXHIBIT B

COMPENSATION FOR CONSULTANT SERVICES

In the event of any conflicts between the provisions in Exhibit B and the other terms of the Agreement, the other terms of this Agreement shall govern.

(Immediately behind this page)

NOTES: <ul style="list-style-type: none"> • Based on construction duration of 125 working Days. • Part-time Construction Management & Full-time Inspection. • Overtime and night work labor premium not included. 	FILIPPIN ENGINEERING				
	Gino Filippin, PE	Austin Della, EIT	Cheril Magallanes	Johden McNamara	Earth Systems
	Principal Construction Manager	Senior Construction Inspector	Office Engineer / Labor Compliance	Associate Civil Engineer	Materials Testing
TASK 1 - PRELIMINARY DESIGN PHASE					
1.1 Site Visit	Not included in this Phase				
1.2 Basemapping	Not included in this Phase				
1.3 Initial Data Acquisition (Utilities)	Not included in this Phase				
1.4 Coordination Meetings (Prepare and Attend)	Not included in this Phase				
1.5 Survey	Not included in this Phase				
1.6 Preliminary Design Documents	Not included in this Phase				
Task 1 Total Hours	0	0	0	0	0
TASK 2 - CONSTRUCTION DOCUMENT PHASE					
2.1 90% Documents	Not included in this Phase				
2.2 Constructability Review (Existing City Bid Docs)	Not included in this Phase				
2.3 Construction Documents	Not included in this Phase				
Task 2 Total Hours	0	0	0	0	0
TASK 3 - BID PHASE					
3.1 Bid Phase Assistance	Not included in this Phase				
Task 3 Total Hours	0	0	0	0	0
TASK 4 - CONSTRUCTION PHASE (Assume 125 Working Days)					
4.1 Preconstruction Meeting	8	4			
4.2 Preconstruction Documentation	8	8	4		
4.3 Construction Management Tasks (25 wks, 12 hr/wk)	300		100		
4.4 Construction Observation Tasks (125 days, 8 hr/day)		1000			
4.5 Record Drawing Preparation	2			16	
4.6 Materials Testing (Budget amount)	2				\$ 13,000.00
Task 4 Total Hours	320	1012	104	16	\$ 13,000.00
TASK 5 - PROJECT CLOSE-OUT					
5.1 Notice of Completion & Walk-through/Punchlist	8	16			
5.2 Final Project Report	8	16			
5.3 Notice of Completion & Final Document Close-out	8				
Task 5 Total Hours	24	32	0	0	0
PROJECT TOTAL HOURS	344	1044	104	16	\$ 13,000.00
HOURLY RATE \$	210.00 \$	160.00 \$	110.00 \$	130.00	
Total Cost Per Category \$	72,240.00 \$	167,040.00 \$	11,440.00 \$	2,080.00 \$	13,000.00
Total FE Fee: \$					265,800.00