



**Agenda Item B.3**  
**CONSENT CALENDAR**  
**Meeting Date: May 5, 2009**

---

**TO:** Mayor and Councilmembers

**FROM:** Steve Wagner, Community Services Director

**CONTACT:** Rosemarie Gaglione, CIP Manager

**SUBJECT:** Construction Management Contract for the Hollister Avenue Sewer Improvements Project

**RECOMMENDATION:**

Authorize the City Manager to execute a professional services contract with Penfield & Smith Engineers, Inc. for construction management, inspection, testing and surveying services for the Hollister Avenue Sewer Improvements in an amount not to exceed \$27,540.

**BACKGROUND:**

The San Jose Creek Capacity Improvement and Fish Passage Project is scheduled to begin construction this summer. The existing sewer line that crosses over the San Jose Creek Flood Control Channel is suspended from a private temporary bridge at 5551 Hollister Avenue that will be removed for construction of the channel improvements. Sewer service must be maintained to the properties at 5551 Hollister Avenue and this requires the re-routing of a sewer lateral to Hollister Avenue in advance of the Creek Improvement Project.

**DISCUSSION:**

Construction management, inspection, testing and surveying services are proposed to be provided by Penfield & Smith Engineers, Inc. in an amount not to exceed \$27,540 and it is recommended by staff that the professional services agreement for the project be approved. This firm was selected from a list of firms providing construction inspection and management services which was approved by Council on April 7, 2009 following a Request for Qualifications process. The Department does not have sufficient staffing to perform this work in-house.

**ALTERNATIVES:**

The Council may elect to not award the construction management contract involved with managing the relocation of the existing sewer line in which case the San Jose Creek

Capacity Improvement and Fish Passage Project may be delayed. Delaying the construction project would eliminate the opportunity to seize upon a favorable bidding environment to construct the project.

**GOLETA STRATEGIC PLAN:**

This Hollister Avenue Sewer Improvement Project is consistent with the goals in the Goleta Strategic Plan entitled "Emphasize Old Town Revitalization." Specifically, this project is needed in order to construct the San Jose Creek Capacity Improvement and Fish Passage Project. Completion of this project will move the City closer to realizing its vision as defined within the City's Strategic Plan.

**FISCAL IMPACTS:**

The approved FY 2008-2009 Budget includes sufficient funds for this project within the San Jose Creek Capacity Improvement and Fish Passage item. No additional appropriations will be required should the City Council approve the recommended action.

Legal Review By:

Reviewed By:

Approved By:

\_\_\_\_\_  
Tim W. Giles  
City Attorney

\_\_\_\_\_  
Michelle Greene  
Administrative Services  
Director

\_\_\_\_\_  
Daniel Singer  
City Manager

**ATTACHMENTS:**

1. Construction Management Contract
2. Penfield & Smith Inc Proposal
3. Hollister Avenue Sewer Improvement Project Vicinity Map

**ATTACHMENT 1**  
**CONSTRUCTION MANAGEMENT CONTRACT**

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
PENFIELD & SMITH ENGINEERS, INC.**

This AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this \_\_\_ day of May 2009, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **PENFIELD & SMITH ENGINEERS, INC.**, (herein referred to as "CONSULTANT").

**WHEREAS**, CONSULTANT represents that they are sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the CITY; and

**WHEREAS**, CONSULTANT was selected from a list of firms providing construction inspection (management) services for award of this AGREEMENT approved by Council on April 15, 2008 following a Request for Qualifications process; and

**WHEREAS**, the City Council, on this \_\_\_ day of May, 2009, approved this AGREEMENT and authorized the City Manager to Execute the AGREEMENT.

CITY and CONSULTANT agree as follows:

**1. RETENTION AS CONSULTANT**

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

**2. DESCRIPTION OF SERVICES**

The services to be performed by CONSULTANT are as follows:

Professional construction management services in conjunction with Hollister Avenue Sewer Improvements Project (herein referred to as "PROJECT"). Services shall generally include construction management, inspection, testing and surveying services, as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein. CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A".

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

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$27,540 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until January 1, 2010, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

### **4. EXTRA SERVICES**

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

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

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

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

The term of this AGREEMENT is from the date first written above to October 31, 2009, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within 90 calendar days following the notice to proceed.

## **7. OWNERSHIP OF DOCUMENTS**

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

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

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

This AGREEMENT is not assignable by CONSULTANT without CITY's prior consent in writing.

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

**(a) Hold Harmless for CONSULTANT's Damages.** CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are

connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

**(b) Defense and Indemnity of Third Party Claims/Liability.** CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subCONSULTANTS, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subCONSULTANTS, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

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

## **10. INSURANCE**

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

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of 1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.

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

- a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10 with an edition date prior to 2004, or its exact equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37 with an edition date prior to 2004.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- g) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by



CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.

- h) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

## **11. RELATION OF THE PARTIES**

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

## **12. CORRECTIONS**

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

## **13. TERMINATION BY CITY**

CITY, by notifying CONSULTANT in writing, may upon 14 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

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

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of

CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and CONSULTANTS.

**15. AUDIT OF RECORDS**

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

**16. WAIVER; REMEDIES CUMULATIVE**

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

**17. CONFLICT OF INTEREST**

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

**18. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

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

**19. MITIGATION OF DAMAGES**

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

**20. GOVERNING LAW**

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

**21. TAXPAYER IDENTIFICATION NUMBER**

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

**22. NON-APPROPRIATION OF FUNDS**

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

**23. MODIFICATION OF AGREEMENT**

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

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

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

**25. PERMITS AND LICENSES**

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

**26. CAPTIONS**

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

**27. AUTHORIZATION**

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

**28. ENTIRE AGREEMENT BETWEEN PARTIES**

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

**29. PARTIAL INVALIDITY**

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



## EXHIBIT A SCOPE OF WORK

### TASK 1 - PRECONSTRUCTION PHASE SERVICES

**1. Project Engineering:**

Consultant shall assist the City in any regard pursuant to the project. P&S leadership and staff will be available to City staff for special assignments as needed before, during, and after construction.

**2. Bid Review:**

Consultant shall prepare detailed bid tabulation; review all bids for conformance to requirements; review and report on bidders' acceptability.

**3. Pre-Construction Conference:**

Consultant shall organize, schedule, chair, and record the pre-construction conference prior to the start of any field activities.

### TASK 2 - CONSTRUCTION PHASE SERVICES

**1. Review of Construction Documents & Submittals:**

Consultant shall provide review of the contractors' Requests for Information, shop drawings, samples, and other submittals to determine general compliance prior to processing. P&S will forward submittals to the appropriate design professional for their review and comments.

**2. Submittal Log**

Consultant shall prepare and update a submittal log to ensure that the contractor has supplied the required materials and to ensure the timely review of materials.

**3. Contract Change Order (CCO) Preparation, Negotiation, and Processing:**

Consultant shall process all CCO's and provide recommendation to the City regarding acceptance of CCO cost and scope. Negotiate CCO's with the contractor and prepare document for execution by contractor and City.

**4. Change Order Logs:**

Consultant shall prepare and distribute CCO logs during the construction phase of the project. The log shall list all approved CCO's by number, provide a brief description of the work, the cost impact, and the percent of completion of the work.

**5. Contractor's Construction Schedule:**

Consultant shall review and monitor the contractor's construction schedule; 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 contract requirements.

**6. Progress Payments:**

Consultant shall review payment requests submitted by the contractor to determine whether the amount requested accurately reflects the progress of the contractor's work. P&S will make appropriate adjustments to each payment request and will forward to the City. The payment request should indicate that total contract price, payments to date, current payment requested, retention, and actual amounts owed for the current period.

**7. Certified Payroll Review:**

Consultant shall review contractor's certified payroll submittals for compliance with prevailing wage requirements.

**8. Construction Quality Review:**

Consultant shall monitor the quality of construction to assist in guarding the City against defects and deficiency in the work of the contractors. Actively verify the contractual compliance of the work on a continuous basis. P&S will reject all non-compliant work and will provide Notice of Non-Compliance for each incident.

**9. Coordination with GSD and Caltrans:**

Consultant shall coordinate with GSD and Caltrans to keep them informed of scheduled work, project progress, and work items that will require GSD or Caltrans inspection and approval.

**10. Photographs and Videos:**

Consultant shall take video and photographic documentation at the project site prior to and during construction.

**11. Maintain Construction Record Drawings:**

Consultant shall maintain one set of contract documents with up-to-date information regarding all addendum, substitutions, clarifications, and change orders.

**12. Subsurface & Physical Conditions:**

Consultant shall notify the design engineer and City of any and all differing surface or subsurface site conditions that are discovered. P&S shall manage and/or conduct an investigation and timely resolution. P&S shall keep the City informed of the status and resolution of such conditions.

**13. Manage Materials Testing:**

P&S shall schedule and coordinate all materials testing services by the materials testing subconsultants. Penfield & Smith proposes to use the testing services of Earth Systems Pacific for this project.

**14. Other Consultants:**

P&S shall coordinate inspections and testing provided by others pursuant to the project. A copy of all inspection and testing reports will be filed and maintained by P&S.

**15. Reports:**

P&S shall prepare summary reports of construction progress as needed by the City. We will also prepare any other project related reports applicable to our scope of construction management services.

**16. Field Inspection:**

P&S shall provide a full-time field inspector at the site to ensure the work is being performed in compliance with the contract documents.

**17. Field Testing:**

Consultant shall monitor field testing of installed materials to verify compliance with contract documents.

**18. Contractor's Safety:**

Consultant shall review the contractor's safety program to determine that the program is generally complete and verify that the contractor is complying with their safety program. Notify the contractor upon failure to comply with their safety program requirements. If necessary to protect human life from imminent danger P&S will direct the contractor to suspend work until the condition is remedied or the dangerous condition no longer exists.

<b>TASK 3 - POST CONSTRUCTION &amp; PROJECT CLOSEOUT PHASE</b>
--

**1. Meetings:**

Consultant shall chair and coordinate meetings with City, Goleta Sanitary District, Caltrans, and Contractor related to project completion, prepare meeting notices and prepare and distribute meeting minutes.

**2. Reports:**

Consultant shall prepare and review reports that may be required during the final acceptance and project closeout.

**3. Final Inspection and Punch List:**

Consultant shall participate in the final inspection and prepare list of project construction deficiencies for resolution by Contractor.

**4. Construction Approval/Acceptance:**

Consultant shall make recommendations to the City regarding final project approval and acceptance.



**5. Final Payment:**

Consultant shall make recommendations to the City regarding contractor's final progress payment request.

**6. Warranty Coordination:**

Consultant shall assist the City during project warranty period if corrective work is required.

**7. Project Closeout:**

Consultant shall compile a list of all documentation, and other project related items required by the contract documents. Distribute the list to the contractor and track the contractor's progress of delivering the required items. Attend a final job walk to examine the completed work for project closeout.

**8. Construction Record Drawings:**

Consultant shall complete Construction Record Drawings for the project and provide one signed Mylar reproducible set and electronic copy of the drawings to Goleta Sanitary District and the City of Goleta.

**9. Final Report:**

Consultant shall provide the City with a final construction report that includes the following:

- a. Financial summary of the construction contracts
- b. Summary of design intent
- c. Change Orders summary
- d. Chronology of project activities
- e. Summary of project milestones
- f. Summary of schedule issues and reviews
- g. Summary of final acceptance

**EXHIBIT B  
PENFIELD & SMITH  
BILLING RATES EFFECTIVE JANUARY 1, 2009**

**Engineering**

Engineering Technician .....	\$73
Associate Technician .....	83
Senior Technician .....	93
Designer .....	110
Senior Designer .....	125
Junior Engineer .....	88
Assistant Engineer .....	110
Associate Engineer .....	130
Senior I Engineer .....	145
Senior II Engineer .....	160
Principal Engineer .....	180

**Geomatics (Surveying & Mapping)**

Survey Technician .....	\$68
Junior Surveyor .....	85
Assistant Surveyor .....	105
Associate Surveyor .....	120
Senior I Surveyor .....	135
Senior II Surveyor .....	150
Principal Surveyor .....	172

One-Man Survey Crew .....	\$155
Prevailing Wage .....	170
Two-Man Survey Crew .....	200
Prevailing Wage .....	230

**Planning**

Planning Technician .....	\$68
Junior Planner .....	83
Assistant Planner .....	100
Associate Planner .....	115
Senior I Planner .....	130
Senior II Planner .....	145
Principal Planner .....	160

**Construction Management**

Construction Technician .....	\$88
Assistant Construction Manager .....	110
Associate Construction Manager .....	125
Senior I Construction Manager .....	145
Senior II Construction Manager .....	155
Principal Construction Manager .....	180

Construction Inspector .....	\$83
Prevailing Wage .....	110
Senior Construction Inspector .....	98
Prevailing Wage .....	115
Chief Inspector/Owner's Representative .....	110
Prevailing Wage .....	120

**Geographic Information Systems (GIS)**

GIS Technician .....	\$85
GIS Analyst .....	125
GIS Principal .....	165
IT Specialist .....	165

**General**

Technical/Clerical Support .....	\$65
Environmental Specialist .....	175
Senior Program Manager .....	175
Special Consultant .....	200
<i>(Principal with specialized skills in engineering, geomatics or planning)</i>	

Rapid Response = Minimum charge of four (4) hours at 1.5 times the regular rate

Expert Witness/Deposition Rate = two (2) times regular rate

Out-of-town Survey Crew Travel = 1/2 times regular rate

Outside Consultant .....

Cost + 15%

Reimbursable Expenses .....

Cost + 15%

In-house reimbursable expense rates available upon request.

*Note: Adjustments to rates are normally made on January 1<sup>st</sup>, however, Penfield & Smith reserves the right to make adjustments at any time.*

**ATTACHMENT 2**  
**PENFIELD & SMITH, INC. PROPOSAL**



# Penfield & Smith

111 East Victoria Street  
Santa Barbara, CA 93101

tel 805-963-9532  
fax 805-966-9801

[www.penfieldsmith.com](http://www.penfieldsmith.com)

Santa Barbara  
Camarillo  
Santa Maria  
Lancaster

Civil Engineering

Land Surveying

Land Use Planning

Construction  
Management & Inspection

Traffic & Transportation  
Engineering

Transportation Planning

Structural Engineering

April 10, 2009

W.O. 15581.31

Rosemarie Gaglione  
Senior Project Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, California 93117

**Subject: HOLLISTER AVENUE SEWER IMPROVEMENTS PROJECT**

Dear Ms. Gaglione:

Penfield & Smith is pleased to have the opportunity to perform Construction Management, Inspection, and Surveying services for the Hollister Avenue Sewer Improvements Project.

At Penfield & Smith we have earned and maintained a reputation for effectively managing construction projects for our clients. Our experienced and qualified staff will work diligently to ensure a successful, high quality project. The team members we have selected for this project have the experience and skills necessary to perform all aspects of the project scope. In addition to their experience, they have a record of working with contractors and owners to facilitate the construction work and minimize or eliminate delays, cost overruns, and construction claims.

## **UNDERSTANDING OF PROJECT REQUIREMENTS**

Our understanding of the Hollister Avenue Sewer Improvements Project is based upon our review of the plans prepared by Penfield & Smith dated January 16, 2009 and construction contract General Conditions and Special Provisions dated January 30, 2009. The main feature of this project is the construction of approximately seven hundred thirty feet of eight inch diameter PVC sewer pipeline within private property and Hollister Avenue from San Jose Creek to Ward Drive. Approximately four hundred and sixty feet of the sewer pipeline is to be constructed within Caltrans Right of Way under a Caltrans Encroachment Permit which has been obtained by the City of Goleta.

It is also our understanding that Goleta Sanitary District (GSD) will take possession of the sewer main after construction and that the work must be completed in accordance with GSD standards.

This proposal is based on the project construction work being completed within 30 working days.

## **APPROACH TO PROJECT**

Our approach to the project is to have Penfield & Smith staff on-site at times when the contractor or subcontractors are working in order to ensure that their work is in accordance with the approved construction plans, specifications, and referenced standards. Penfield & Smith will document the construction process in detail, utilizing daily reports and photographs, providing a complete and accurate record of the project. All efforts will be made to identify potential problems or conflicts before they impact field work and resolve them in a timely manner.

Effective communication, accurate documentation, and organized record keeping are just some of the ingredients necessary to minimize conflicts, keep the project on schedule, and stay within the allocated budget.

Based on our understanding of this project and experience with similar projects, Penfield & Smith proposes to assign Kevin Connors to lead the Construction Management team overseeing construction activities and Jeremy Salts to provide design support during construction. Arlie Hoenig, our Chief Construction Inspector, will be assigned to this project to provide Construction Inspection services. All of the staff that we have proposed to work on the Hollister Avenue Sewer Improvements Project has experience in construction management services associated with pipeline construction.

## **SCOPE OF WORK**

Based on our understanding of the project as outlined, we propose to perform the following scope of services:

### **TASK 1 - PRECONSTRUCTION PHASE SERVICES**

**1. Project Engineering:**

Assist the City in any regard pursuant to the project. P&S leadership and staff will be available to City staff for special assignments as needed before, during, and after construction.

**2. Bid Review:**

Prepare detailed bid tabulation; review all bids for conformance to requirements; review and report on bidders' acceptability.

**3. Pre-Construction Conference:**

Organize, schedule, chair, and record the pre-construction conference prior to the start of any field activities.

### **TASK 2 - CONSTRUCTION PHASE SERVICES**

**1. Review of Construction Documents & Submittals:**

Provide review of the contractors' Requests for Information, shop drawings, samples, and other submittals to determine general compliance prior to processing. P&S will forward submittals to the appropriate design professional for their review and comments.



**2. Submittal Log**

Prepare and update a submittal log to ensure that the contractor has supplied the required materials and to ensure the timely review of materials.

**3. Contract Change Order (CCO) Preparation, Negotiation, and Processing:**

Process all CCO's and provide recommendation to the City regarding acceptance of CCO cost and scope. Negotiate CCO's with the contractor and prepare document for execution by contractor and City.

**4. Change Order Logs:**

Prepare and distribute CCO logs during the construction phase of the project. The log shall list all approved CCO's by number, provide a brief description of the work, the cost impact, and the percent of completion of the work.

**5. Contractor's Construction Schedule:**

Review and monitor the contractor's construction schedule; 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 contract requirements.

**6. Progress Payments:**

Review payment requests submitted by the contractor to determine whether the amount requested accurately reflects the progress of the contractor's work. P&S will make appropriate adjustments to each payment request and will forward to the City. The payment request should indicate that total contract price, payments to date, current payment requested, retention, and actual amounts owed for the current period.

**7. Certified Payroll Review:**

Review contractor's certified payroll submittals for compliance with prevailing wage requirements.

**8. Construction Quality Review:**

Monitor the quality of construction to assist in guarding the City against defects and deficiency in the work of the contractors. Actively verify the contractual compliance of the work on a continuous basis. P&S will reject all non-compliant work and will provide Notice of Non-Compliance for each incident.

**9. Coordination with GSD and Caltrans:**

Coordinate with GSD and Caltrans to keep them informed of scheduled work, project progress, and work items that will require GSD or Caltrans inspection and approval.

**10. Photographs and Videos:**

Digital video and photographic documentation will be taken at the project site prior to and during construction.

**11. Maintain Construction Record Drawings:**

Maintain one set of contract documents with up-to-date information regarding all addendum, substitutions, clarifications, and change orders.

**12. Subsurface & Physical Conditions:**



Notify the design engineer and City of any and all differing surface or subsurface site conditions that are discovered. P&S will manage and/or conduct an investigation and timely resolution. P&S will keep the City informed of the status and resolution of such conditions.

**13. Manage Materials Testing:**

P&S will schedule and coordinate all materials testing services by the materials testing subconsultants. Penfield & Smith proposes to use the testing services of Earth Systems Pacific for this project.

**14. Other Consultants:**

P&S will coordinate inspections and testing provided by others pursuant to the project. A copy of all inspection and testing reports will be filed and maintained by P&S.

**15. Reports:**

P&S will prepare summary reports of construction progress as needed by the City. We will also prepare any other project related reports applicable to our scope of construction management services.

**16. Field Inspection:**

P&S will provide a full-time field inspector at the site to ensure the work is being performed in compliance with the contract documents.

**17. Field Testing:**

Monitor field testing of installed materials to verify compliance with contract documents.

**18. Laboratory Testing:**

**19. Contractor's Safety:**

Review the contractor's safety program to determine that the program is generally complete and verify that the contractor is complying with their safety program. Notify the contractor upon failure to comply with their safety program requirements. If necessary to protect human life from imminent danger P&S will direct the contractor to suspend work until the condition is remedied or the dangerous condition no longer exists.

**TASK 3 - POST CONSTRUCTION & PROJECT CLOSEOUT PHASE**

**1. Meetings:**

Chair and coordinate meetings with City, Goleta Sanitary District, Caltrans, and Contractor related to project completion. Prepare meeting notices and prepare and distribute meeting minutes.

**2. Reports:**

Prepare and review reports that may be required during the final acceptance and project closeout.

**3. Final Inspection and Punch List:**

Participate in the final inspection and prepare list of project construction deficiencies for resolution by Contractor.



**4. Construction Approval/Acceptance:**

Make recommendations to the City regarding final project approval and acceptance.

**5. Final Payment:**

Make recommendations to the City regarding contractor's final progress payment request.

**6. Warranty Coordination:**

Assist the City during project warranty period if corrective work is required.

**7. Project Closeout:**

Compile a list of all documentation, and other project related items required by the contract documents. Distribute the list to the contractor and track the contractor's progress of delivering the required items. Attend a final job walk to examine the completed work for project closeout.

**8. Construction Record Drawings:**

Complete Construction Record Drawings for the project and provide one signed Mylar reproducible set and electronic copy of the drawings to Goleta Sanitary District and the City of Goleta.

**9. Final Report:**

Provide the City with a final construction report that includes the following:

- a. Financial summary of the construction contracts
- b. Summary of design intent
- c. Change Orders summary
- d. Chronology of project activities
- e. Summary of project milestones
- f. Summary of schedule issues and reviews
- g. Summary of final acceptance

**CLIENT TO PROVIDE**

The City shall provide the following items to Penfield & Smith:

1. Copy of reports by other consultants that pertain to this project.
2. Copies of Addendums to the contract specifications.

**SERVICES NOT INCLUDED**

The following services and all other services not specifically listed herein are excluded:

1. Governmental and public agency fees, cost of bonds and taxes.
2. Construction Staking and surveying.
3. Geotechnical engineering services.
4. Regulatory permitting services.
5. Services not included in the scope of work described above.

**PROPOSED FEE AND METHOD OF PAYMENT**





City of Goleta  
Hollister Avenue Sewer Improvements Project

Our proposed services will be performed on a time and materials, not-to-exceed basis and shall be billed monthly at the rates then in effect. Charges for "time" include professional, technical and clerical support services provided by Penfield & Smith. "Materials" include all reimbursable expenses, such as photocopies, postage, shipping/delivery, mileage, plots, prints, maps/documents and outside consultant fees.

Based on our understanding of your requirements and discussions with Lash Construction, we have estimated our involvement in the project to span approximately four weeks. The five week duration of our involvement includes a four week construction period and one week for pre construction and post construction work.

Penfield & Smith will provide our Chief Construction Inspector, Arlie Hoenig, part-time during construction for an average of twenty eight hours per week for a period of four weeks. We will also provide our Principal Construction Manager, Kevin Connors for an average of ten hours per week for four weeks. The project's Design Engineer, Jeremy Salts, will be assigned to the project for an average of three hours per week for four weeks. A break down of our proposed Construction Management and Inspection services fee is below.

Personnel	Billing Rate	Proposed Hours of Service	Proposed Fee
<b>Construction Manager</b> Kevin Connors, P.E.	175.00/hr	40 Hours (10 hrs/wk x 4weeks)	\$7,000.00
<b>Chief Construction Inspector</b> Arlie Hoenig	\$120.00/hr	112 Hours (28 hrs/wk x 4 weeks)	\$13,440.00
<b>Design Support</b> Jeremy Salts, P.E.	175.00/hr	12 Hours (3 hrs/wk x 4 weeks)	\$ 2,100.00
<b>Material Testing Technician</b> Earth Systems Pacific	n/a	A lump sum allowance has been incorporated into the fee proposal for Material Testing Services.	\$ 5,000.00
<b>Total Proposed Construction Management, Inspection, &amp; Testing Services Fee</b>			<b>\$27,540.00</b>

Based on the above parameters, we estimate our fee for Construction Management, Inspections, and Materials Testing services to be **\$27,540.00**. This fee includes reimbursable costs. We have estimated the cost of our services based on our understanding at this time of the scope and complexity of the work. Please note that 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 or be much lower than this amount. If during the performance of our services the need for additional or expanded services is determined, you will be informed.

**ADDITIONAL SERVICES**

Services performed outside the scope of this agreement require written approval prior to performance of the work. Any work requested by Owner/Client that is outside the scope of this agreement will be identified by Penfield & Smith as such, and a fixed fee or not-to-exceed



amount will be agreed upon prior to the start of the additional work. Compensation for additional services shall be in accordance with Exhibit "A", Penfield & Smith's Billing Rate Schedule currently in effect.

**AUTHORIZATION**

We appreciate the opportunity to present this proposal to the City of Goleta. If there are portions of this proposal that require clarification, or if you wish to discuss any particular item, please contact me at 451-8935. If the proposal is satisfactory, we assume that an authorization will be issued for the work. We look forward to working with you on this project. Thank you for considering Penfield & Smith for your construction management and inspection needs.

Sincerely,

**Penfield & Smith**

A handwritten signature in blue ink, appearing to read "Kevin Connors", written in a cursive style.

Kevin Connors, P.E.  
Principal Construction Manager  
R.C.E. 43,862 (Expires 6-30-09)

Enclosures

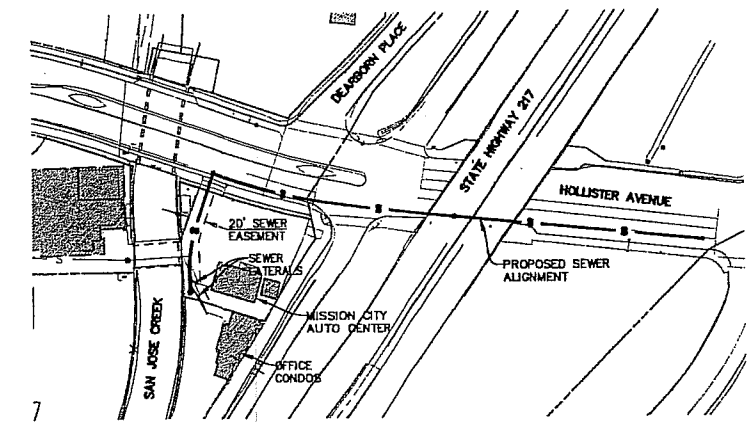
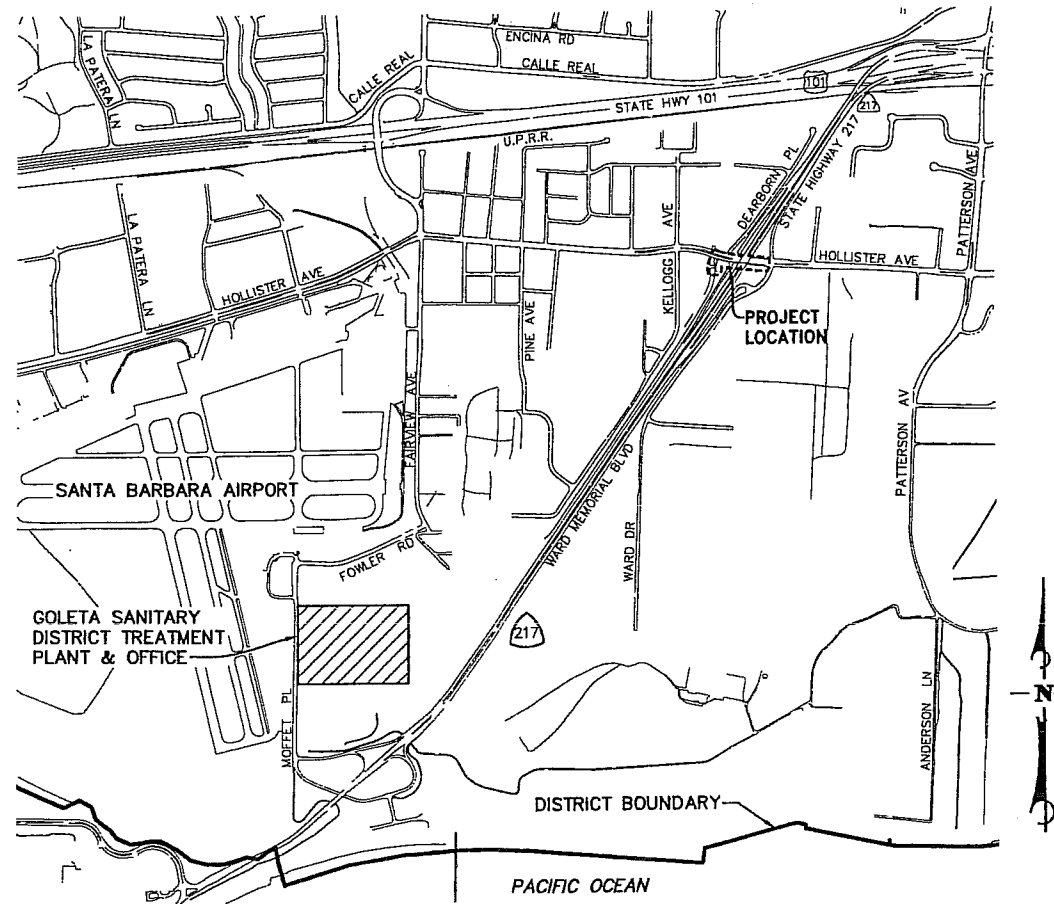
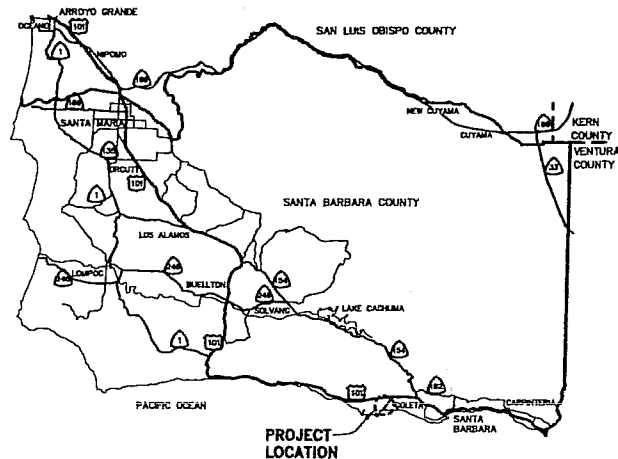


**ATTACHMENT 3  
HOLLISTER AVENUE SEWER  
IMPROVEMENT PROJECT VICINTY MAP**



# GOLETA SANITARY DISTRICT

## CONSTRUCTION PLANS FOR HOLLISTER AVENUE SEWER IMPROVEMENTS

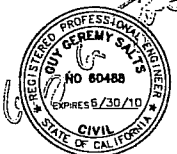


**SHEET INDEX**

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL NOTES
3	PLAN & PROFILE
4	DETAILS

**Underground Service Alert**  
of Southern California  
Call TOLL FREE  
1-800  
422-4133  
**TWO WORKING DAYS BEFORE YOU DIG**

CONSTRUCTION IN STATE HIGHWAY RIGHT-OF-WAY IS SUBJECT TO THE TERMS AND PROVISIONS OF THE CALTRANS ENCROACHMENT PERMIT #0508 NUT 0711 ISSUED TO THE CITY AND ANY RIDERS OF THAT PERMIT.



REFERENCES:  
PROJECT PATH: R:\ACAD\WORK\15581\CIVIL\SEWER  
DRAWING FILE: 1558103SS01-02.DWG  
XREF FILE 1:  
XREF FILE 2:  
IMAGE FILE:

NO.	DATE	REVISIONS	APPD.

**Penfield & Smith**  
Engineering - Surveying - Planning  
Construction Management

111 East Victoria Street, Santa Barbara, CA 93101  
Phone: (805) 963-9532 Fax: (805) 966-9801

CAD, TRC, DESIGN, GGS  
CHECKED: *CLS*  
DATE: 2/21/09  
PROJECT ENGINEER  
GUY JEREMY SALTS  
R.C.E. 60,488  
(EXP. 06-30-10)

**GOLETA SANITARY DISTRICT**

REVIEWED FOR CONSISTENCY WITH DISTRICT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF SANITARY SEWERS

BY: *[Signature]* DATE: 2/29/09  
DISTRICT ENGINEER

**TITLE SHEET**  
**HOLLISTER AVENUE SEWER IMPROVEMENTS**  
GOLETA SANITARY DISTRICT  
CITY OF GOLETA, CALIFORNIA

SHEET  
**1 OF 4**  
WORK ORDER  
15581.03