

**AGREEMENT WITH BUTIER ENGINEERING, INC. TO PROVIDE  
ON-CALL WATER RESOURCES CONSTRUCTION MANAGEMENT AND  
INSPECTION SERVICES**

THIS AGREEMENT is made and entered into on this 20<sup>th</sup> day of May, 2025 by and between Butier Engineering, Inc., a California corporation ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

**RECITALS**

- A. On January 14, 2025, the City issued Request for Proposal ("RFP") No. 25-011, by which it sought Consultants to provide on-call water resources construction management and inspection services on behalf of the City of Santa Ana's Public Works Agency.
- B. Consultant submitted a responsive proposal that was among those selected by the City. Consultant represents that it is able and willing to provide the services described in the scope of work that was included in RFP No. 25-011, which is attached hereto as **Exhibit A**. Consultant's responsive proposal to RFP No. 25-011 shall be incorporated herein by reference as though fully attached to this Agreement.
- C. Consultant was selected as one of six (6) vendors which qualified for this engagement. Only those consultants approved by the City Council on May 20, 2025 shall be eligible to be engaged by the City for these services.
- D. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

**1. SCOPE OF SERVICES**

On an on-call basis, and the City's sole discretion, Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Scope of Services - Exhibit A**, attached hereto and incorporated herein.

**2. COMPENSATION**

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant. Consultant shall be paid only for actual services performed under this Agreement at the rates and charges identified in **Exhibit B**, attached hereto and incorporated herein. Consultant is one of six (6) consultants selected under RFP 25-011. The total compensation for these services provided by all such consultants selected

under RFP 25-011 shall not exceed the shared aggregate amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) during the term of the Agreement, including any extension periods.

- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. City and Consultant agree that all payments due and owing under this Agreement shall be made through Automated Clearing House (ACH) transfers. Consultant agrees to execute the City's standard ACH Vendor Payment Authorization and provide required documentation. Upon verification of the data provided, the City will be authorized to deposit payments directly into Consultant's account(s) with financial institutions. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

### **3. TERM**

This Agreement shall commence on the date first written above for a three (3) year term with the option for the City to grant up to two (2), one (1) year renewals, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

### **4. INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### **5. OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in

any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

## **6. INSURANCE**

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require any subcontractors to obtain and maintain insurance as described below for the entire Term of this Agreement against claims for injuries to persons or damage to property which may arise from or in connection with services, products and materials supplied to City. Total cost of such insurance shall be borne by Consultant.

### **Minimum Scope and Limit of insurance.**

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence and \$4,000,000 aggregate. Required policy limits can be met with primary and umbrella/excess insurance policies.
- **Automobile Liability:** Insurance Services Office Form CA 00 01 covering Code 1 (any auto), with limits no less than \$1,000,000 combined single limits. In the event Consultant does not maintain commercial automobile liability insurance, City will accept evidence of personal automobile insurance.
- **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident, policy or employee, for bodily injury or disease. Coverage is not required if Consultant has no employees and signs request to waive such insurance.
- **Professional Liability Insurance:** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate.
- If Consultant maintains broader coverage and/or higher limits than the minimum requirements for each line of coverage shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

**Other Insurance Provisions.** The above required insurance policies are to contain or be endorsed to contain the following provisions:

- City, its City Council, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds, under Consultant's CGL, Professional Liability, and Automobile Liability policies, with respect to any liability arising out of work or operations performed by or on behalf of the Instructor including materials, parts, equipment, and personnel furnished in connection with such work or operations.
- Consultant's Insurance company(ies) agrees to waive all rights of subrogation against City, its City Council, its officers, officials, employees, agents, and volunteers for losses paid under the terms of any policy which arise from work performed by Consultant under this Agreement.

- For any claims related to this contract, Consultant's insurance coverage shall be primary and any insurance maintained by City, its City Council, its officers, officials, employees, agents, or volunteers shall not contribute with it.
- A severability of interest provision must apply for all the additional insureds, ensuring that Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.
- Insurance policies required herein shall provide that coverage shall not be canceled, suspended, voided, reduced in coverage or in limits, non-renewed by the carrier, or materially changed except after thirty (30) days prior written notice has been given to City. Ten (10) days prior written notice shall be provided to City for policy cancellation or non-renewal due to non-payment of premium.
- Certificate Holder on each Evidence of Insurance certificate shall be: City of Santa Ana, Attention: Public Works Agency, 20 Civic Center Plaza (M-21), Santa Ana, CA 92701. The name and location of project must be included in the Description of Operations section of each certificate.

**Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the State of California with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to City.

**Verification of Coverage.** Consultant shall furnish City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

#### **Special Risks or Circumstances**

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### **7. INDEMNIFICATION**

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2)

from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

#### **8. INTELLECTUAL PROPERTY INDEMNIFICATION**

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

#### **9. RECORDS**

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

#### **10. CONFIDENTIALITY**

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any

information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

#### **11. CONFLICT OF INTEREST CLAUSE**

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

#### **12. NON-DISCRIMINATION**

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

#### **13. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

#### **14. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Consultants retained by City.

## **15. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

## **16. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

## **17. JURISDICTION - VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

## **18. PROFESSIONAL LICENSES**

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

## **19. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

City Clerk  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, California 92702-1988

With courtesy copies to:

Executive Director, Public Works Agency  
City of Santa Ana  
20 Civic Center Plaza (M-21)  
P.O. Box 1988  
Santa Ana, California 92702

To Consultant:

Butier Engineering, Inc.  
Attn: Mark Butier, Jr., CEO  
17822 E. 17th Street, Suite 404  
Tustin, California 92780  
Fax: (714) 832-721

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

## **20. MISCELLANEOUS PROVISIONS**

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

*[signatures appear on following page]*



**SIGNATURE PAGE TO AGREEMENT WITH BUTIER ENGINEERING, INC. TO  
PROVIDE ON-CALL WATER RESOURCES CONSTRUCTION MANAGEMENT AND  
INSPECTION SERVICES**

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

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
Jennifer L. Hall  
City Clerk

\_\_\_\_\_  
Alvaro Nuñez  
City Manager

**APPROVED AS TO FORM:**  
SONIA R. CARVALHO  
City Attorney

**CONSULTANT**

By:   
\_\_\_\_\_  
Jonathan T. Martinez  
Assistant City Attorney

By:   
\_\_\_\_\_  
Title: President/CEO

RECOMMENDED FOR APPROVAL:

**Nabil Saba**

Digitally signed by Nabil  
Saba  
Date: 2025.05.05  
16:46:32 -07'00'

\_\_\_\_\_  
Nabil Saba, P.E.  
Executive Director  
Public Works Agency

**EXHIBIT A**  
**SCOPE OF SERVICES**



## CITY OF SANTA ANA

### EXHIBIT A

### SCOPE OF SERVICES

#### **CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES RFP NO. 25-011**

##### **Introduction/Background**

The City of Santa Ana intends to retain qualified professional consultant(s) on an as-needed or "on-call" basis to provide construction management and inspection services. A Professional Services Agreement will be entered into with several of the qualified consultant(s) to provide professional construction management services for a variety of capital improvement projects in the City.

These services will be for a variety of Capital Improvement Projects (CIP) and Rehabilitation & Replacement (R&R) projects to meet the City's project schedule. A more detailed scope of services is listed in the section below.

The City of Santa Ana plans, designs and manages all aspects of Capital Improvement Projects (CIP) and (R&R) delivery services. Some of the design work is accomplished thru engineering consulting services as part of on-call engineering services. Now, the City would like to incorporate qualified and capable consultants to assist in construction management and inspection services.

All interested parties are required to submit proposals in accordance with the conditions and dates outlined on this request for proposal.

##### **Scope of Services**

The selected consultant(s) are expected to provide professional construction management and inspection services for capital improvement projects and not limited to:

- Project coordination, management, inspection and oversight
- Project constructability review and assistance during design phase
- Value Engineering
- Consideration of life cycle costs
- Bidding process review assistance and oversight
- Public engagement and community meetings as necessary
- Coordination with local agencies, utility companies and members of the public
- Project budgeting, scheduling, cost accounting and reporting (with input from others as required)
- Prepare monthly reporting for project construction status
- Propose, develop and implement project quality assurance and quality control programs (QA/QC)
- Prepare, review and process contractor's requests, payment and invoicing
- Review, evaluate and recommend budget cost analysis
- Review, and recommend shop drawings for approval
- Review approval of any specifications and permit requirements



## CITY OF SANTA ANA

- Provide field conflict resolutions
- Monitor, guide and advise the City for compliance with state, local and federal funding requirements. Prepare paperwork and compliance reports
- Schedule, prepare agendas, conduct progress meetings, and minutes
- Provide and prepare assistance with claim disputes, change order requests and associated construction project litigation
- Maintain project files, records, and contact information related thereto. Use of PROCORE software is a requirement
- Project closeout, including: post-construction debriefing meetings; contractor evaluations, file purging and archiving
- Construction Inspection Services management and oversight
- Project commissioning and or owner training
- Any other items required for successful project execution

The Construction manager is responsible for monitoring all the contractor(s) operations and compliance thereof including and not limited to their staff, and/or sub-consultants.

The selected consultant(s) must have the expertise, experience, and demonstrated resources available to perform the work described in this RFP.

### **Project Management, Equipment/Supplies:**

The consultant(s) services shall be in accordance with the provisions, guidelines and specifications detailed here in and not limited to professional standards established by the City, and or federal, state and local guidelines.

The consultant(s) shall have project management control procedures in effect during the entire time work is being performed under the Agreement. This task shall include the following:

- Project Management Plan- the consultant shall provide a detail management plan including information and coordination to ensure compliance and completion of the job order tasks
- Quality Control/Quality Assurance (QA/QC) Plan
- Project Schedule/Invoicing
- Project Correspondence

In case of conflict, ambiguities, discrepancies, errors, or omissions, the consultant(s) shall submit the matter to the City for clarification.

### **City Responsibilities:**

The City will provide information in its possession relevant to the preparation of the required information in the RFP. The City will provide only the staff assistance and the documentation specifically in referred to herein.

- Furnish scope of work and provide general direction as needed for the assigned project
- All plan check coordination within the City Agencies
- Provide as-built records and project information



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- Advertise, award, and administer of contract
- Electronic files (sample plans & specifications, City of Santa Ana's CADD Standards) if needed
- Resolve all construction claims

### **Fee Proposal:**

In addition to Section V.G.2 (Submittal Requirements: Cost Proposal) fee schedule shall be structured as follows:

**The fee proposal shall include the firm's standard hourly fee schedule, and/or project fee schedule where applicable and as outlined in this this documents. A list of all positions and hourly rates required to perform the services described herein. A more detailed scope of work will be provided when/if a specific project or Task Order proposal is requested from the consultant(s).**

### **Other Terms and Conditions:**

1. The project will be implemented in compliance with the City of Santa Ana's policies, as well as Prevailing Wages and State/Federal Requirements. (If applicable)

Consultants are advised to consider whether services to be performed include classifications subject to state or federal prevailing wage requirements. Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State prevailing wage information is available through the California Department of Industrial Relations website at [http://www.dir.ca.gov/dlsr/statistics\\_research.html](http://www.dir.ca.gov/dlsr/statistics_research.html).

Labor categories subject to prevailing wage requirements, when employed for any work on this project, are wholly the responsibility of the firm or individual named in any Professional Services Agreement approved by the City. City will not assume any responsibility for Consultant's failure to pay prevailing wages in accordance with State law.

2. The City reserves the right to amend this Request for Proposal by addendum prior to the final dates of submission.
3. All reports, proposals, or other data or materials which are submitted shall become the sole property of the City of Santa Ana with the exception of the confidential Financial Capacity information and fee proposals.
4. All products used or developed in the execution of any contract resulting from this request will remain in the public domain at the completion of this project.
5. The City has an affirmative action program. The purpose of the affirmative action program is to encourage certified minority business enterprises and women business enterprises. All submitting firms must have established affirmative action programs approvable by the City.



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During the RFP stage, all firms will need to complete a "Certification of Non-Discrimination" for each firm on their team.

6. Independent Consultant(s). In accepting this contract, Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further covenants that, in the performance of this contract, no sub-consultant or person having such an interest shall be employed. Consultant certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City. It is expressly agreed by Consultant that in the performance of the services required under this contract, Consultant, and any of its sub-consultants or employees, shall at times be considered independent consultants and not agents of City.

### Sub-consultants:

The Consultant(s) shall be able to assist the City throughout this contract to provide the necessary services described herein. The consultant(s) shall utilize in-house and/or sub-consultant(s) to complete the assignments. For specialized work for which the prime consultant will require a sub-consultant, the prime will serve as the administrative liaison between the City and the sub-consultant. The prime consultant mark-up for sub-consultant work shall not exceed 10%.

- Consultant agrees to bind every sub-consultants to the terms of the Agreement Documents as far as such terms are applicable to sub-consultant's portion of the work. Consultant shall be as fully responsible to the City for the acts and omissions of its sub-consultants and of persons either directly or indirectly employed by its sub-consultants, as Consultant is for acts and omissions of persons directly employed by Consultant. Nothing contained in these Agreement Documents shall create any contractual relationship between any sub-consultants and the City.
- The City reserves the right to approve all sub-consultants. The City's Approval of any sub-consultant under this Agreement shall not in any way relieve Consultant of its obligations in the Agreement Documents.

### Manuals/Standards:

All construction work shall be performed and in accordance with all the procedures and standards as applicable and described in the construction plans and contract specifications, standard provisions and any local, state and federal requirements, and any other agencies involved.

It is the responsibility of the consultant(s) to verify that all the design guidelines and specifications comply with described documents.

**EXHIBIT B**

**COMPENSATION**

Fee Proposal including hourly rates if applicable

February 3, 2025

Mr. Jose Medina, PE  
City of Santa Ana — Public Works Agency  
220 South Daisy Avenue, M-85  
Santa Ana, CA 92703

**Subject: Water Resources Construction Management and Inspection  
Services: RFP No. 25-011**

Dear Mr. Medina:

The Butier Team is pleased to submit one (1) hard copy in a separately sealed envelope and electronic submittal of our fee proposal on PlanetBids for the above-referenced project. Our submittal fully responds to the RFP issued on January 14, 2025 and Addendums No. 1 and No. 2. Our proposal will be valid for a minimum of 180 days following the proposal deadline.

**CLARIFICATIONS:**

**Rates for the Construction Management Team**

Vehicles, computers, computer software, printers, cell phone service, broadband service, office supplies, technical reference materials, and personal protective equipment (PPE) including hard hats, safety boots, work gloves, safety glasses, and other PPE as required shall be billed at the attached rates per labor hour charged to the project.

**Excluded from Rates**

Trailer rental costs, installation of utilities, cost of utilities, cost of sanitary services, broadband / high-speed connections, janitorial, and furniture.

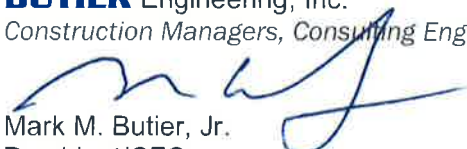
**Field Office**

We have assumed the Contractor and/or City of Santa Ana will provide the necessary office space to house the field CM team.

We look forward to continuing our working relationship with the City on this important procurement. If you have any questions regarding the attached proposal, please contact me at (714) 832-7222 or [jrbutier@butier.com](mailto:jrbutier@butier.com).

Sincerely,

**BUTIER** Engineering, Inc.  
Construction Managers, Consulting Engineers

  
Mark M. Butier, Jr.  
President/CFO

17822 E. 17<sup>th</sup> Street  
Suite 404  
Tustin, CA 92780  
Tel (714) 832-7222  
Fax (714) 832-7211

**BUTIER**  
Construction Managers, Consulting Engineers





## Water Resources Construction Management and Inspection Services

RFP No. 25-011

Classification	Firm	Hourly Rate	Premium	OT Rate 1.5
<b>Construction Management &amp; Inspection Services</b>				
Project Director	Butier	\$ 276.36		
Senior Construction Manager	Butier	\$ 253.80		
Resident Engineer	Butier	\$ 239.70		
Senior Scheduler	Butier	\$ 253.80		
Senior Estimator	Butier	\$ 225.60		
Field Engineer/Contract Administrator	Butier	\$ 191.76		
Lead Inspector QA/QC Observation	Butier	\$ 188.94	\$ 33.50	\$ 222.44
Civil Inspector QA/QC	Butier	\$ 183.30	\$ 32.50	\$ 215.80
Mechanical Inspector QA/QC	Butier	\$ 183.30	\$ 32.50	\$ 215.80
Electrical Inspector QA/QC	Butier	\$ 203.04	\$ 36.00	\$ 239.04
Field Technical Support	Butier	\$ 146.64	\$ 26.00	\$ 172.64
Project Coordinator	Butier	\$ 126.90	\$ 22.50	\$ 149.40
Senior Electrical Engineer	Butier	\$ 276.36		
Technical Support-Claims	Butier	\$ 259.44		
Document Controls Engineer	Butier	\$ 197.40		
Start Up Engineer	Butier	\$ 210.00		
Fabrication Engineer	Butier	\$ 195.00		
Field Specialty Inspector (In-Plant)	Butier	\$ 175.00		
<b>Office Technical Support</b>				
Principal Engineer		\$ 280.00		
Senior Engineer		\$ 240.00		
Engineer 1		\$ 190.00		
CADD Designer		\$ 146.00		
Administrative		\$ 90.00		

### Notes: Butier Engineering, Inc.

1. Prior to execution of a Task order, personnel will be identified by labor category. Categories may be added to meet City demands.
2. Invoices will be billed monthly
3. Invoices will be submitted based on the task order defined by City of Santa Ana Water Resources Department
4. Terms are net 30 days following receipt and acceptance of invoice