

**AGREEMENT TO PROVIDE CONSTRUCTION MANAGEMENT AND INSPECTION
SERVICES FOR THE SOUTH MAIN CORRIDOR IMPROVEMENTS PROJECT**

THIS AGREEMENT is made and entered into this 19th day of January, 2021 by and between Butier Engineering, Inc. ("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 September 1, 2020, the City issued Request for Proposal No. 20-115, by which it sought a qualified consultant to provide construction management and inspection services for the South Main Corridor Improvements Project.
- B. Consultant submitted a responsive proposal that was 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. 20-115.
- C. 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 contracting 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

Consultant shall perform the services described in the scope of work that was included in RFP No. 20-115 and that is attached as Exhibit A, and as further delineated in Consultant's proposal, which is attached as Exhibit B and incorporated in full.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services under this Agreement, the rates and charges identified in Exhibit C. The total sum to be expended under the term of this Agreement, including any extension periods, shall not exceed \$936,924. The sum is comprised of (1) the base amount of \$780,770 and (2) a 20% contingency in the amount of \$156,154 for additional services at the City's sole discretion.
- 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. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals and Scope of Work, which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on January 18, 2024, unless terminated earlier in accordance with Section 17, below. The term of this Agreement may be extended for two 1-year periods upon a writing executed by the City Manager and City Attorney.

4. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the services being performed are part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. 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.

6. 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 subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant 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.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subconsultants, if any, to obtain and maintain insurance as described below:

- a. **Commercial General Liability Insurance.** Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. **Business automobile liability insurance,** or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. **Worker's Compensation Insurance.** In accordance with the California Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. **If Consultant is or employs a licensed professional such as an architect or engineer:** Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. **The following requirements apply to the insurance to be provided by Consultant pursuant to this section:**
 - (i) Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
 - (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
 - (iii) Certificates and policies shall state that the policies shall not be cancelled or reduced in coverage or changed in any other material aspect, by Consultant, without thirty (30) days prior written notice to the City.
 - (iv) Consultant shall supply City with a fully executed additional insured endorsement.

- f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

8. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, Consultants, 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 or its subcontractors, agents, employees, or other persons acting on their 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 of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

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

10. 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.

11. 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.

12. CONFLICT OF INTEREST CLAUSE

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

13. 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: Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax 714- 647-6956

Executive Director
Public Works Agency

City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, CA 92702

To Consultant: Butier Engineering, Inc.
17822 E. 17th Street, Suite 404
Tustin, CA 92780
Attn: Mark M. Butier, Jr., President/CFO

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 timeframes, weekends, federal, state, County or City holidays shall be excluded.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant regarding the subject matter herein, 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 are not embodied herein.

15. 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.

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. 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 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.

18. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, relation, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities or in connection with any activities 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.

19. 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.

20. 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.

21. 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.

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

ATTEST:

CITY OF SANTA ANA

Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

CONSULTANT

By: John M. Funk
John M. Funk
Sr. Assistant City Attorney

[Signature]
Name: Mark M. Butler
Title: V.P. / CFO

RECOMMENDED FOR APPROVAL

Nabil Saba
Executive Director
Public Works Agency

EXHIBIT A

Appendix ATTACHMENT 1 SCOPE OF WORK

CITY OF SANTA ANA REQUEST FOR PROPOSALS FOR SOUTH MAIN CORRIDOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES RFP NO.: 20-115

INTRODUCTION / PROJECT DESCRIPTION

The City desires to engage a professional consultant to perform construction engineering services for the South Main Street Corridor Project (“PROJECT”). The consultant shall provide three individuals to act as Project Manager (PM), Inspector, and a Contract Administrator (CA), and serve as an extension of City staff to assist in the overall delivery of this project, including pre-construction tasks, managing construction and ensuring that the work is completed in accordance with the contract documents, and project closeout and warranty phase. The consultant team will report directly to the City's Construction Manager or his authorized representative. City staff may assist in managing construction and will oversee the work of the Project Manager, Inspector, and Contract Administrator.

The PROJECT is a combination of the following individual projects:

- 17-9001 South Main Street Corridor Improvements
- 18-6911 Main Street Rehabilitation from Edinger Avenue to First Street
- 20-6958 Main Street Rehabilitation from Warner Avenue to Edinger Avenue
- 19-6940 Main Street Rehabilitation from Dyer Road to Warner Avenue
- 21-6451 South Main Sewer Improvements

The general scope of the PROJECT includes but is not limited to the following:

- Pavement rehabilitation
- Enhanced PCC cross walks and intersections
- Decorative sidewalk extensions / bulb outs
- Lighting improvements
- Landscape / Irrigation
- Sewer main / lateral replacement
- Railroad Coordination

The estimated construction cost for the South Main Street Corridor project \$9.5 million. The City anticipates advertising construction bids concurrently with this RFP, and starting construction in December 2020. Total construction duration for the project is anticipated to be 220 working days.

Access the plans and specifications for the PROJECT with the following link:
<https://cosa.sharefile.com/d-s8485fe611644ca8a>

Note: Minor changes to plans and specifications may occur during the RFP process without notice to the prospective proposer however, selected firm will have access to the latest documents during construction.

CONSULTANT SERVICES

The required services by the Project Manager, the Inspector and the Contract Administrator may include the following:

1. The PM shall be a registered engineer in the State of California and shall represent the City Construction Manager in the field. The CM shall possess a minimum of (5) years' experience in construction management. The Inspector and the Contracts Administrator should have relevant experience in construction management and certifications that affirm the experience.
2. Prior to the start of the project, the PM shall be responsible for conducting a bid analysis to determine who the lowest responsible bidder for the project will be. Shall obtain certificates of insurance, performance bond and "New Vendor Packet" requirements have been satisfied. This includes verifying that all sub-contractors have a valid City Business License. Once determined, a staff report will need to be generated to recommend the award of a Construction Contract.
3. The PM shall be responsible for review of completeness and quantity of all required shop drawings, product data, samples and other submittals ("Submittals"). Shall transmit the Submittals to City staffing for review and approval, and shall establish and implement procedures for expediting the processing and approval of Submittals.
4. Attend pre-construction meeting and schedule and conduct weekly construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Will prepare and promptly distribute minutes.
5. Attend and co-lead a pre-construction meeting with the community. Primary purpose of this meeting is to introduce the CM team to the community and discuss major anticipated construction impacts. Meeting to be held in December 2020.
6. Shall be responsible for ensuring that all building permits, special permits, if required are obtained, and that all applicable fees have been paid, and shall obtain approvals from authorities having jurisdiction over the Project.
7. Shall review construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-time. Update the project schedule as required showing current conditions and revisions required by actual progress.
8. Shall conduct comprehensive evaluation of change order requests, provide independent estimates, render recommendations and assist in claim resolution. Shall regularly monitor and report on the status of the Project Construction Budget on a monthly basis, indicating actual costs for completed activities and work in progress, and indicating estimates for uncompleted work. Report should identify variances between actual and budgeted or

estimated costs, and shall advise the City whenever it appears that the Actual Construction Cost has exceeded, or will exceed, the Project Construction Budget for the entire Project or any Project Component.

9. Monitor the contractor's safety program. Take necessary steps to ensure the jobsite conditions are in compliance with OSHA regulations.
10. Maintain cost accounting records on authorized work performed under unit costs and additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
11. May develop and implement procedures for the review and processing of applications by contractor for progress and final payments. Make recommendations for certification to the City for payment.
12. Determine that the work of contractor is being performed in accordance with the contract documents. Make recommendations to the City regarding special inspection or testing of work not in compliance with the provisions of the contract documents. Subject to review by the City, reject work which does not conform to the requirements of contract documents.
13. The individuals, Project Manager, Inspector and Contract Administrator, shall not be responsible for construction means, methods, techniques, sequences and procedures employed by the contractor in the performance of the contract, and shall not be responsible for the failure of the contractor to carry out work in accordance with the contract documents. However, any errors, omissions, or discrepancies found in the Contract Documents shall be called to the attention of the City's Construction Manager and clarified prior to construction starts.
14. Consult with the City when the contractor requests interpretations of the meaning and intent of the drawings and specifications, and assist in achieving the resolution of problems, which may arise.
15. Record the progress of the project. Submit written daily and progress reports to the City. Keep daily logs containing a record of weather, contractor's work on the site, number of workers and equipment, work accomplished, problems encountered, and other relevant data. Make the log available to the City. Prepare and send Weekly Statement of Working Days to the contractor. Monitor contractor's compliance with labor code requirements.
16. Maintain, at the job site, records of contract documents including drawings, addenda, change orders, and other modifications of plans and specifications marked to show all changes made during construction. Maintain as-built records of underground utilities, including locations and depths of trenches. At the completion of the project, deliver to the City all contract documents including as- built records.
17. Evaluate the completion of the work of the contractor and make recommendations to the City when work: is ready for final inspection. Assist the City in conducting final inspections.
18. Facilitate and coordinate inspection by representatives of other agencies.

19. Schedule and coordinate special inspection and material testing with the County of Orange or other consultants.
20. Shall monitor and enforce prevailing wage forms and requirements for conformance to the prevailing wage rates on a weekly basis. Shall verify that all Trade personnel listed in the daily log are also listed in the certified payroll and shall conduct weekly employee interviews, one for each trade, and submit verification with the monthly progress payments.
21. Shall coordinate and assist the City's Community Work Force Agreement (CWA) Consultant to monitor and enforce the CWA forms and requirements to ensure compliance. Verification should be provided with the monthly progress payments.
22. The PM shall be responsible for all project closeout items, such as: As-Built plans and related documentation, punch list completion, commissioning, warranty requests during the one-year period. Shall schedule and oversee the warranty repair. Should include site visits as requested by the City to look at defects or imperfection to determine if it is a warranty issue.

The city reserves the right to add or reduce some of the above tasks and duties as it sees fit. The consultant, serving as staff extension, shall remain sufficiently flexible to meet the needs of the City and of the project.

PAYMENT AND INVOICING:

Selected Consultant shall invoice the City based on time and material according to the City's standard invoice template. Tasks and hours shall be clearly identified and all rates must match those included in the approved agreement.

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
- Advertise, award, and administer of construction contract
- Electronic files (sample plans & specifications, City of Santa Ana's CADD Standards)
- Electronic files for title sheets and sheet borders
- Facilitate meeting space and coordination and City facilities

CONSULTANT RESPONSIBILITIES:

Consultant shall provide all required insurance as outlined in Attachment 2 of this RFP.

EXHIBIT B



Proposal for

South Main Corridor Improvements Project Construction Management and Inspection Services, RFP No. 20-115

Submission Date:

October 7, 2020



Submitted to:



CITY OF SANTA ANA

Attn: Sean Thomas
Public Works Agency; M-36
20 Civic Center Plaza; Ross Annex
Santa Ana, CA 92701

Submitted by:



BUTIER ENGINEERING, INC.

Mark M. Butier, President/CFO
17822 E. 17th St., Ste. 404
Tustin, CA 92780
www.butier.com



Proposal to Provide

**South Main Corridor Improvements Project,
Construction Management and Inspection
Services, RFP No. 20-115**



Due: October 7, 2020

BUTIER
Construction Managers, Consulting Engineers

**SECTION A
Cover Letter**

**SECTION B
Firm & Team Experience**

**SECTION C
Understanding of Need**

**SECTION D
Relevant Project Experience**

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Scope of Services and Schedule**

**SECTION G
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SECTION A

Cover Letter



Section A. Cover Letter

October 7, 2020

City of Santa Ana
Attn: Sean Thomas, P.E.
Public Works Agency; M-36
20 Civic Center Plaza; Ross Annex
Santa Ana, CA 92701

**Subject: RFP No. 20-115—South Main Corridor Improvements Project
Construction Management and Inspection Services**

Dear Mr. Thomas:

Butier Engineering, Inc. (Butier) is pleased to submit five (5) hard copies and an electronic submittal of our complete proposal package on PlanetBids for the above stated subject. Per the RFP instructions, we have provided one (1) hard copy of our Fee Proposal in a separately sealed envelope and submitted an electronic copy on PlanetBids.

Our submittal is fully responsive to the RFP issued on September 1, 2020, and Addenda No. 1 dated September 21, 2020. The Butier Team offers several distinguishing qualifications and a proven record of performance to the City of Santa Ana. To address the demands of the South Main Corridor Improvements Project, we have assembled a team that has provided services on some of the largest civil infrastructure capital improvement projects in Southern California.

Contract Agreement Statement

We have reviewed the Contract Agreement and concur with all provisions as contained in the Agreement attached in the RFP as Attachment 2 in the Appendix.

Established Relationship with City of Santa Ana and Stakeholders

Butier is currently providing CM and inspection services for the **San Lorenzo Sewage Lift Station Project**. In addition, we have coordinated closely with the City's Public Works, Building, and Parks & Recreation Departments; Santa Ana Unified School District; and the County of Orange while providing CM and inspection services for **OCWD's Mid-Basin Injection Wells—Centennial Park Project** and the **OC Groundwater Storage Program**.

South Main Street Vision Plan

Our team has reviewed the City's *South Main Street Vision Plan* and is committed to supporting the City in achieving its six planning principles, including 1) Support community vision and participation; 2) Reflect and enhance neighborhood culture and identity; 3) Enhance connectivity, mobility and access for pedestrians, cyclists, and transit users; 4) Support economic development and investment; 5) Enhance environmental sustainability; and 6) Improve neighborhood safety and security. Butier's proposed CM Team has successfully assisted other cities in achieving similar goals for the development and enhancement of their communities.

Recent Similar Experience

Proposed key personnel **Joseph Blum, Michael Jack, and Ryan Weir** recently provided construction management, contract administration, and inspection services for major roadways and related infrastructure for the *City of Tustin's Legacy Development*. Projects included street improvements, roadway extensions, bridges, and channels for the 1,600-acre urban master-planned community consisting of 2,430 homes; "The District" regional shopping center (1 million sq. ft.); various education facilities; and neighborhood parks.



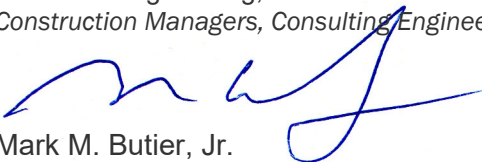
Butier's proposed **Project Manager Omar M. Dandashi, P.E.** has diverse qualifications in the development of large-scale projects totaling over \$750 million. He performed as the Construction Manager for the *City of Newport Beach's \$8.5 million Balboa Village Improvement Project*, which included a four-square block area in the vicinity of the "Balboa Pier and Fun Zone" on the Balboa Peninsula. The major revitalization of the aging Village—including upgraded streets and alleys, parking facilities, landscaping, lighting, and street furniture—promoted redevelopment of the area.

Unique Team Features

- **Delivering Community Sensitive Projects**—Butier has a successful record of delivering large capital projects under similar project delivery challenges, including residential neighborhoods, **engaged and active community groups**, commercial/retail centers, public/private schools, limited site access, highly restrictive traffic control plans and haul routes, and environmental concerns. Our team has significant experience balancing the vested interest of the Owner, local jurisdictions, and stakeholder expectations. This balance will be pivotal to the success of the South Main Corridor Improvements Project through each phase. It is our intent to have a detailed pre-construction schedule phasing discussion with the selected contractor.
- **IT Infrastructure and Project Documentation**—Butier will utilize **Procore—a cloud-based construction project management solution**—to organize, manage, and control project documentation. The program affords the project team with 24/7 visibility into project status and a centralized, comprehensive platform to manage all vital project data. The platform will allow us to create "dashboards" specific to the user. This will allow the City to quickly access the project record for key metrics and provide near real time updates of project progress.
- **Drone Technology**—With the approval of the City, Butier will utilize **high-resolution drone technology** to monitor and document each phase of the project from pre-construction to project close-out. Aerial views give the project team a different perspective that can assist them with quickly catching or anticipating site issues. The technology helps improve project performance and keeps the project cost and schedule on track.
- **Extensive Experience in the Analysis and Defense of Contractor Claims**—Butier's senior staff has been responsible for the administration and defense of complex construction claims. The firm's focus in civil infrastructure gives us a specific case history that aligns CM practices with the type of issues encountered on projects of this size and complexity.
- **Local Market Knowledge**—The Butier team will provide unmatched cost control and estimating services. The firm's **strong relationship with the Southern California construction community** allows us to provide market price cost estimates and mitigate cost exposure experienced during construction.

The construction management team will provide responsive service to the City from Butier's corporate office located at 17822 E. 17th Street, Suite 404; Tustin, CA. We appreciate the opportunity to meet the City's project challenges with our most experienced personnel. If you have any questions regarding our proposal, please direct them to me for clarification at (714) 832-7222.

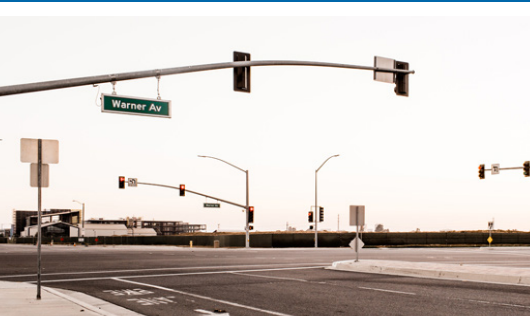
Respectfully Yours,
BUTIER Engineering, Inc.
Construction Managers, Consulting Engineers



Mark M. Butier, Jr.
President/CFO

SECTION B

Firm & Team Experience



Section B. Firm and Team Experience

Butier Engineering, Inc. (Prime)

(Project Management, Controls, & Inspection)

Butier Engineering Inc.'s focus as a firm is to provide third-party construction management services, a commitment we made to our clients 44 years ago. Butier is a Southern California-based firm that services public agencies, special districts, and the private sector in the delivery of heavy civil infrastructure. Our project expertise is in street improvements; small and large diameter pipelines; water/wastewater treatment plants; public facilities; and airport terminals, runways, and taxiways. Several representative clients include, but are not limited to, the following:

- Cities of Santa Ana, Tustin, Anaheim, Fountain Valley, San Juan Capistrano, Newport Beach, Huntington Beach, Carlsbad, and Vista
- County of Orange
- Orange County Water District
- Orange County Sanitation District
- South Orange County Wastewater Authority
- Irvine Ranch Water District
- Santa Margarita Water District
- South Coast Water District
- Mesa Water District
- Metropolitan Water District of S. California

Blue Mountain Development

(Project Management/Community Outreach)

Blue Mountain Development, Inc. (BMD, Inc.) specializes in managing a broad range of projects, including large-scale infrastructure, public works, master-planned communities, and resorts. BMD, Inc. has provided project management, development, asset, and services for the processing of project entitlements, environmental permits and infrastructure construction for its clients' portfolios while helping these organizations navigate the complexities of working with professional services firms and governmental agencies. BMD, Inc. principals have provided extensive government relations and bilingual (English and Spanish) community outreach services for high-profile, politically-sensitive public works and development projects.

Key Personnel

Butier Engineering, Inc.'s team of 40 construction management professionals consists of skilled project managers, schedulers, estimators, and inspectors who have successfully managed heavy civil infrastructure projects throughout Southern California. The Construction Management Team is a key link to a successful project. By having the Butier Team serve the City as a single-source of responsibility, the CM and inspection activities will be well coordinated and delivered efficiently. In addition to our licensed professional engineers, our field engineering staff possess certifications from the **American Concrete Institute, American Welding Society, International Code Council, NACE International, and Post Tension Institute.**

Approach to Managing Personnel

Butier's CM and inspection responsibilities are handled by the project team member best experienced to provide the needed service. Butier does not assign inspection staff to perform project document controls; rather, inspectors focus on implementing the QA/QC program and reports to document daily activity. Project documentation and controls are the responsibility of the Contract Administrator. All projects have a Project Manager assigned to monitor project field staff performance. This formula is critical for the Owner's defense in the event of project claims.

The Principal-in-Charge has full access to teams of civil, mechanical, electrical, and structural engineers, specialty consultants, and inspectors through existing relationships and teaming arrangements with local firms. The CM Team is always vigilant during preconstruction, construction, and close-out to meticulously document project activities and minimize contractor claims.

Key Personnel Biographies

Please find biographies for Butier's key personnel located on the following page. Resumes for all personnel on the organizational chart are provided at the end of this section.



City of Santa Ana, Public Works Agency

South Main Corridor Improvements Project
Construction Management and Inspection Services, RFP No. 20-115

Mark M. Butier, Jr.

Project Director

Throughout Mark Butier's 32-year career, he has focused on providing professional project management, construction management, and claims mitigation services on major street improvements, water / wastewater treatment, storage, and transmission pipeline projects. As the Project Director, Mark will be responsible for ensuring that all necessary resources are available to meet the requirements of the South Main Corridor Improvements Project and expectations of the City. He will meet with City representatives at key project milestones, as appropriate. Mark is currently working closely with City staff on the San Lorenzo Sewer Lift Station Project.

Joseph Blum

Principal-In-Charge

Mr. Joseph Blum has over 35 years of experience managing the construction of heavy civil engineering projects. Projects include city and county road construction, highways, bridges, paving, drainage, pipelines, reservoirs, and wet and dry utilities. In addition, Mr. Blum has managed extensive community outreach efforts from the entitlement phase through post-construction phase for projects located in the counties of Orange, San Bernardino, Riverside, and Los Angeles. He has coordinated with community/neighborhood leaders and organized neighborhood meetings to gather concerns to convey to owner/public agency for possible implementation.

Omar M. Dandashi, P.E.

Project Manager

Mr. Omar Dandashi has over 25 years of experience designing, managing, and estimating civil infrastructure projects, including city and county road construction, highways, bridges, paving, drainage, large and small diameter pipelines, and wet and dry utilities. He is the **Senior Vice President of Blue Mountain Development**. Mr. Dandashi has been responsible for multiple aspects of program management, construction administration, government agency negotiation, political and public relations, public utility

relationship building, community outreach and communications, project finance and budget management, as well as extensive partnership-focused relations.

Vladimir Burce, P.E.

Technical Advisor

With a 25-year industry tenure, Vladimir routinely takes the lead in managing, consulting, estimating, and scheduling large multi-million dollar heavy civil infrastructure projects, including street improvements, pipelines, pump stations, wells, and water/wastewater treatment facilities. He is currently performing as the Project Manager for the City's San Lorenzo Sewer Lift Station Project. In addition, Vladimir developed professional relationships with the County of Orange and Santa Ana Unified School District as a Project Manager for the OCWD's Mid-Basin Injection – Centennial Park Project.

Michael Jack

Lead Inspector

Michael came to Butier after more than three decades with Irvine Ranch Water District. As a Lead Inspector for Butier, Michael is responsible for utility/agency coordination, daily inspection reports, submittals, RFI and field memo responses, interpretation of drawings, and general correspondence with the design engineer. Michael has provided field inspection services for the City of Tustin's Moffett Drive Extension Bridge and Roadway and Peters Canyon Channel Improvements Projects.

Ryan Weir

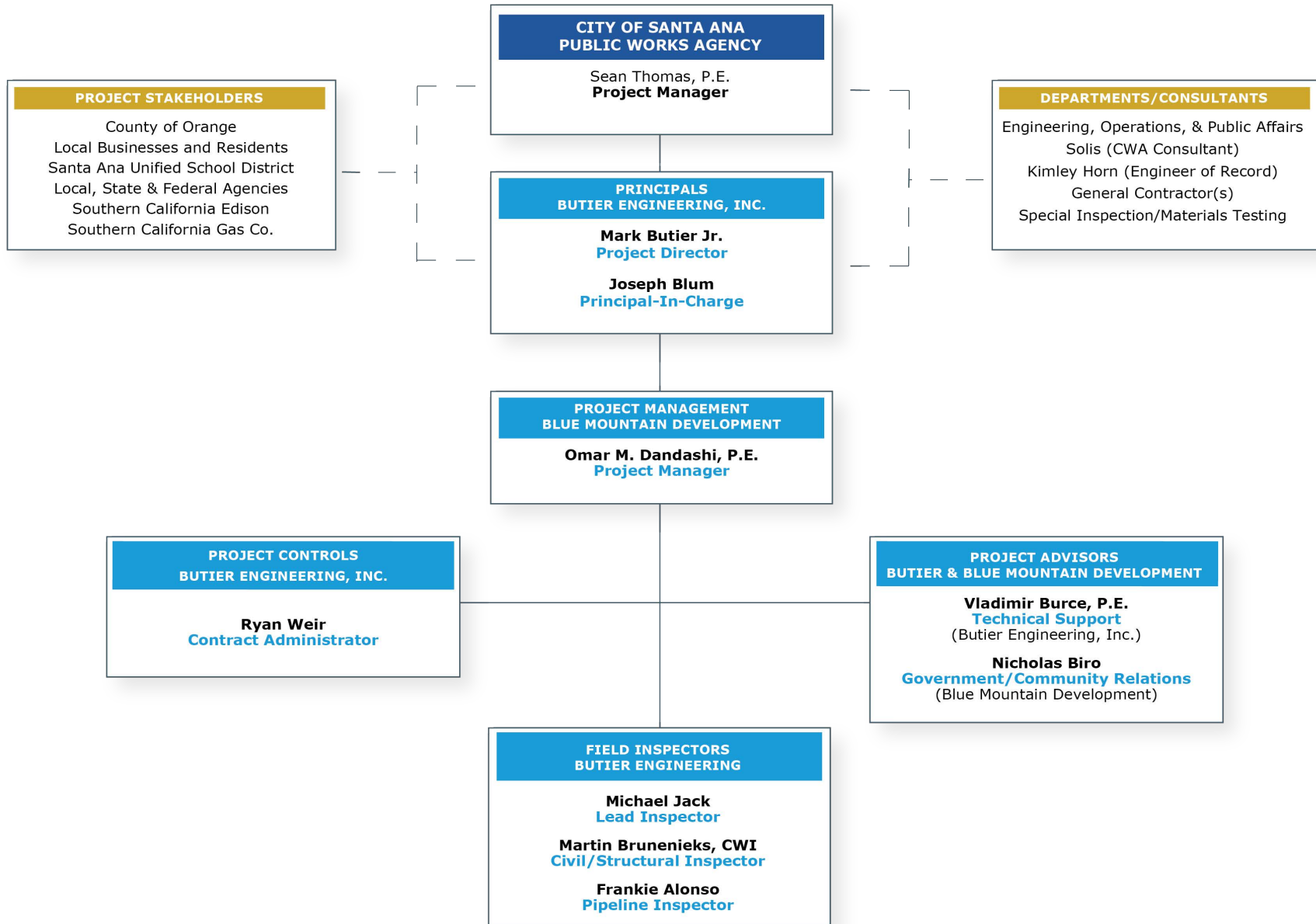
Contract Administrator

Ryan has comprehensive experience in providing document control, field engineering and general project assistance. He is responsible for directly assisting Butier's project managers and field inspectors with establishing project information and document control systems; report generation; preparation of project management and communications manuals; preparation of meeting minutes; and client communications. He has performed as a Document Control Specialist and Field Engineer for numerous roadway extension, street improvement, and grading projects located within the Tustin Legacy development.



City of Santa Ana, Public Works Agency

South Main Corridor Improvements Project
Construction Management and Inspection Services, RFP No. 20-115



EDUCATION

MBA, Finance, University of California, Irvine, Graduate School of Management, 1998

Graduate Studies, Civil Engineering, California State University at Long Beach

B.A., Economics, University of Southern California, 1987

B.A., Social Sciences, University of Southern California, 1987

LICENSES / CERTIFICATIONS

General Engineering Contractor, State of California, Class A 716863

Registered Construction Inspector, ACIA: Division I Engineering 5572

DEDICATED TO PROJECT

As-Needed

Professional Summary

Mr. Butier serves as President and Chief Financial Officer for Butier Engineering. His primary duties include functioning as the primary point of contact between Butier and its clients; contract management; sub-consultant contract management; maintenance of Butier's project information system; development of the firm's field procedural manuals; and staff resource management. Mr. Butier works closely with the field construction management staff to ensure all contract scope requirements are being fully implemented. Mr. Butier also serves as the firm's contact between the field construction management staff/client and the project public outreach effort, when necessary. He has been responsible for generating, distributing, and presenting to numerous public boards and community associations dealing with the impact of construction activity on the local community.

Project Experience

Project Director, Mid-Basin Injection: Centennial Park Project; Santa Ana, CA; Orange County Water District (Completion: 2020; Value: \$29.5 million)—The Mid-Basin Injection project consisted of the construction of the following: four groundwater injection wells in below grade vaults; a monitoring well at the Heritage Museum site; a purified recycled water injection supply pipeline 5,000 feet long that connects to the District's existing Groundwater Replenishment System (GWRS) pipeline and crosses the Santa Ana River; a 4,000 ft backflush discharge pipeline that discharges to the Greenville-Banning Channel and Centennial Park Lake; installation of submersible pumps within the four injection wells; replacement of 9.6 acres of paving within the Park; demolishing an existing City of Santa Ana restroom facility; and constructing two new buildings with shared City and District uses. Butier **coordinated closely with the City of Santa Ana, Santa Ana Unified School District**, Heritage Museum, and state and federal agencies.

Project Manager, Peters Canyon Channel Improvements (CIP No. 50040), City of Tustin, Department of Public Works; Tustin and Irvine, CA (Completion: March 2020; Value: \$13,031,662)—Butier provided construction management and inspection services for the Peters Canyon Channel Improvements Project. The channel work included demolition, widening, and relining approximately 5,000 feet of the existing channel within the Cities of Tustin and Irvine from north of Edinger Avenue to Warner Avenue. The channel scope of work also included construction of new storm drain lines, extension of existing storm drain lines, and road undercrossings. Butier staff coordinated with the City of Irvine, Irvine Ranch Water District, Orange County Flood Control District, Southern California Gas Co., and Southern California Edison.

Project Manager, Moffett Drive Bridge Construction and Street Improvements Project; City of Tustin, Public Works (Completion: 2019; Value: \$5.75 million)—Butier provided construction management and field inspection services for the Moffett Drive Bridge Construction and Street Improvements Project. The bridge, which spans across Peters Canyon Channel, connects Moffett Drive from Irvine to Tustin, increasing access and

street connectivity within the Tustin Legacy development. The scope of work included the construction of a single span cast-in-place concrete box girder bridge approximately 108' long x 73.25' wide. Additional scope items included the following: installation of an architectural steel arch on each side of the bridge; bridge lighting; grading; roadway construction; street and landscape improvements; utility construction; domestic and recycled water; dry utilities; aesthetic treatments; construction of barriers, sidewalks, wing-walls, foundation, and railings; structure excavation; backfill; and drainage.

Project Manager, Moffett Drive and Legacy Road Extension, TUSD School Site and City Property Grading; City of Tustin, Public Works (Completion: 2018)

—The project site is located in the Tustin Legacy development at the Moffett Drive roadway extension from future Legacy Road to Tustin Ranch Road; Legacy Road roadway extension from Valencia Avenue to future Moffett Drive; TUSD School site at the SW corner of Valencia Avenue and Tustin Ranch Road; and City Property adjacent to TUSD School site and Tustin Ranch Road. The project included performing soils removal and recompaction, excavation, stabilization, and placement of fill within the project site. Grading work included the finishing of undercuts of streets and parkway grading, erosion and sediment control, installations of basins, storm drain, and drainage structures, construction of channels and swales and protection-in-place and/or demolition of IRWD facilities.

Project Manager, Moffett Drive and Park Avenue Roadway Extension, City of Tustin, Public Works (Completion 2016; Value \$14.5 million)

—The roadway extension is located within the Tustin Legacy development. The scope of work included removal and compaction of approximately 250,000 CY of soil; 275,000 SF of subgrade preparation and street fine grading; 4,000 LF of reinforced concrete box storm drain; and construction of street improvements, paving, utility installation, signing, traffic installation, landscaping, and irrigation. Approximately 15,000 CY of concrete were used to construct the reinforced concrete box storm drain, which includes lateral storm drains with catch basins. Major dewatering efforts and shoring under the Jamboree Bridge at Moffett Drive presented significant challenges that Butier coordinated with success. Butier coordinated with Irvine Ranch Water District for installation of reclaimed and domestic waterlines; and County of Orange.

Project Director, Carlsbad 50 MGD Seawater Desalination Plant (\$537 million) and 10-Mile Product Water Pipeline (\$159 million); Carlsbad, CA; Poseidon Water (Completion: Fall 2015)

—Butier provided Owner's Engineer services for the construction of the 50 MGD seawater reverse osmosis desalination plant at the Encina Power Station (EPS). The scope also included the construction of a 2.5-million gallon cast-in-place concrete water storage tank; product pump station; and conveyance pipeline to deliver the drinking water produced by the project to water utilities and municipalities in San Diego County. The **10-mile, 54-inch diameter pipeline was constructed under the Interstate 5 Highway and a railroad using a jack and bore tunnel method**. Butier coordinated closely with the City of Carlsbad, SDCWA, SDG&E, Poseidon, and the Coastal Commission during

the construction of the tunnel option across Macario Canyon. The pipeline alignment included over 6,000 feet of tunnels performed by four different tunneling subcontractors. One of the tunnels was over 1,700 linear feet, 30 feet below sea level, and required a vertical shaft over 80 feet in height.

Project Manager, Armstrong Avenue & Warner Avenue Extension Phase 2 Street Improvements, City of Tustin, Public Works (Completion 2015; Value \$13.2 million)—Butier provided project management services for the Armstrong/Warner Ave. Extension Phase 2 project, which is a part of Tustin Legacy. The scope of work included roadway improvements, traffic signals, landscape, dry utility, waterline, and reclaimed water and sewer line construction on the following streets: Armstrong Avenue Extension from Warner Avenue to Barranca Parkway and Warner Avenue Extension from Red Hill Avenue to Tustin Ranch Road.

EDUCATION

B. S., Civil Engineering,
California Polytechnic
University, San Luis
Obispo, 1982

**LICENSES /
CERTIFICATIONS**

Engineer-In-Training,
California, #54215, 1982

**AREAS OF
EXPERTISE**

Construction
Management

Program Management

Contract Bidding

Value Engineering

Environmental
Compliance

Water/Wastewater

Design Team Builder

Land Development

Transportation

Accounting Interface

**DEDICATED TO
PROJECT**

As-Needed

Professional Summary

Mr. Joseph Blum has over 35 years of experience designing, managing and estimating the construction and reconstruction of heavy civil engineering projects. Projects include earth moving, mass grading, city and county road construction, highways, bridges, paving, drainage, large and small diameter pipelines, wetlands, recharge basins, reservoirs, concrete structures, and wet and dry utilities. In addition, his construction experience includes flood control facility, blasting, and screening.

Mr. Blum has comprehensive experience in all aspects of due diligence analysis, management of design engineering, project development, and execution. These aspects include planning, environmental permitting, engineering, acting as governmental liaison, transportation programs, street improvements, dry and wet utility planning and construction, sewer/water entitlements, CFD formation and execution, and bond exoneration. He is a proven team leader, team organizer, and team player.

Responsibilities and capabilities range from overall field construction to day-to-day project management, estimating, constructability review, contract administration, business development, and operations.

Relevant Experience

Project Manager, Simon Ranch Reservoir, Booster Pump Station, and Pipeline Replacement Project; Santa Ana, CA; City of Tustin (Duration: 03/2020 – 08/2021; Value: \$12.6 million)—Mr. Blum is performing as the Project Manager for the replacement of Simon Ranch Reservoir. The scope of work includes the following: demolition and removal of the existing reservoir at Valhalla Drive and Outlook Lane; replacement of the existing reservoir with a 1.0 MG circular prestressed concrete tank; replacement of existing 4", 6", and 8" pipelines with new and upsized pipes; pipeline replacement in Simon Ranch Road, Valhalla Drive, Racquet Hill, Via Rancho, and Vista Mar; construction of 400 feet of 16-inch, 1,900 feet of 12-inch, and 200 feet of 8-inch Zone 3 piping, as well as 5 new fire hydrants; construction of a new booster pump station at the reservoir site; replacement of asphalt at Valhalla and Outlook; and grading and shoring operations.

Project Manager, Peters Canyon Channel Improvements (CIP No. 50040), City of Tustin, Department of Public Works; Tustin and Irvine, CA (Completion: March 2020; Value: \$13,031,662)—Mr. Blum provided project management services for the Peters Canyon Channel Improvements Project. The channel work included demolition, widening, and relining approximately 5,000 feet of the existing channel within the Cities of Tustin and Irvine from north of Edinger Avenue to Warner Avenue. The channel scope of work also included construction of new storm drain lines, extension of existing storm drain lines, and road undercrossings. Butier staff coordinated with the City of Irvine, Irvine Ranch Water District, Orange County Flood Control District, Southern California Gas Co., and Southern California Edison.

Project Manager, Moffett Drive Bridge Construction and Street Improvements Project; City of Tustin, Public Works (Completion: 2019; Value: \$5.75 million)—Butier provided construction management and field inspection services for the Moffett Drive Bridge Construction and Street Improvements Project. The bridge, which spans across Peters Canyon Channel, connects Moffett Drive from Irvine to Tustin, increasing access and street connectivity within the Tustin Legacy development. The scope of work included the construction of a single span cast-in-place concrete box girder bridge approximately 108' long x 73.25' wide. Additional scope items included the following: installation of an architectural steel arch on each side of the bridge; bridge lighting; grading; roadway construction; street and landscape improvements; utility construction; domestic and recycled water; dry utilities; aesthetic treatments; construction of barriers, sidewalks, wing-walls, foundation, and railings; structure excavation; backfill; and drainage.

Project Manager, Moffett Drive and Legacy Road Extension, TUSD School Site and City Property Grading; City of Tustin, Public Works (Completion: 2018)—The project site is located in the Tustin Legacy development at the Moffett Drive roadway extension from future Legacy Road to Tustin Ranch Road; Legacy Road roadway extension from Valencia Avenue to future Moffett Drive; TUSD School site at the SW corner of Valencia Avenue and Tustin Ranch Road; and City Property adjacent to TUSD School site and Tustin Ranch Road. The project included performing soils removal and recompaction, excavation, stabilization, and placement of fill within the project site. Grading work included the finishing of undercuts of streets and parkway grading, erosion and sediment control, installations of basins, storm drain, and drainage structures, construction of channels and swales and protection-in-place and/or demolition of IRWD facilities.

Project Manager, Moffett Drive and Park Avenue Roadway Extension, City of Tustin, Public Works (Completion 2016; Value \$14.5 million)—The roadway extension is located within the Tustin Legacy development. The scope of work included removal and compaction of approximately 250,000 CY of soil; 275,000 SF of subgrade preparation and street fine grading; 4,000 LF of reinforced concrete box storm drain; and construction of street improvements, paving, utility installation, signing, traffic installation, landscaping, and irrigation. Approximately 15,000 CY of concrete were used to construct the reinforced concrete box storm drain, which includes lateral storm drains with catch basins. Major dewatering efforts and shoring under the Jamboree Bridge at Moffett Drive presented significant challenges that Butier coordinated with success. Mr. Blum coordinated with Irvine Ranch Water District for installation of reclaimed and domestic waterlines; County of Orange; and Department of the Navy to submit the required PERF documentation.

Project Manager, Armstrong Avenue & Warner Avenue Extension Phase 2 Street Improvements, City of Tustin, Public Works (Completion 2015; Value \$13.2 million)—Mr. Blum provided project management services for

the Armstrong/Warner Ave. Extension Phase 2 project, which is a part of Tustin Legacy. The scope of work included roadway improvements, traffic signals, landscape, dry utility, waterline, and reclaimed water and sewer line construction on the following streets: Armstrong Avenue Extension from Warner Avenue to Barranca Parkway and Warner Avenue Extension from Red Hill Avenue to Tustin Ranch Road. Mr. Blum assisted the City with developing the required PERF documentation to submit to the Department of the Navy for approval.

Oso Parkway Roadway Improvements; Mission Viejo/Rancho Santa Margarita, CA (County of Orange)—Roadway improvements included approximately 19,536 LF (120 ft. wide right-of-way), including right-of-way acquisition with land owners, rough and fine grading of the road, installation of storm drain facilities, sewer water facilities, joint trench facilities, ranch fencing, signing and striping, and erosion control for two winters. In addition, Mr. Blum managed the design and entitlement process through environmental and jurisdictional agencies. (Value: \$13 million)

Alton Parkway Roadway Improvements between Interstate 5 and Muirlands Blvd./Barranca Parkway; Irvine, CA (The Irvine Company)—Roadway improvements included approximately 11,100 LF (120 ft. wide right-of-way), including right-of-way acquisition with land owners and the MCAS El Toro Marine Base, rough and fine grading of the road, installation of storm drain facilities, sewer water facilities, joint trench facilities, ranch fencing, signing and striping, concrete farm equipment crossings, and erosion control for two winters. (Value: \$9.5 million)

Bake Parkway Roadway Improvements between Trabuco Road/Irvine Blvd. and Portola Parkway; Lake Forest/Foothill Ranch, CA (Baldwin Company)—Portola Parkway North to El Toro Road. Roadway improvements included approximately 9,500 LF (130 ft. wide right-of-way), including right-of-way acquisition with 7 land owners, rough and fine grading of the road, installation of storm drain facilities, sewer water facilities, joint trench facilities, signing and striping, and erosion control for two winters. (Value: \$6.5 million)

16,000 LF of Road Improvements for Norco Hills Project; Norco, CA (City of Norco) CFD 2001-01 Public Funds, 2003 and 2004—Design and construction management of grading plans, storm drain, sewer and water, curb and gutter, joint trench and paving for 16,000 LF of road improvements within the Norco Hills Project for the City of Norco. The scope of work included installation of 30-inch to 72-inch RCP for drainage; first flush basins; 12-inch to 15-inch trunk sewer; 8-inch to 16-inch water mains; water booster pump station; two (2) 660,000-gallon storage tanks; and curb, gutter and paving. (Value \$33 million)

EDUCATION

Master of Science,
Engineering, University of
California, Irvine

Bachelor of Science,
Engineering, University of
California, Irvine

**LICENSES /
CERTIFICATIONS**

Professional Engineer
(Civil), State of California,
No. 51426, Exp.
06/30/2022

**YEARS OF
EXPERIENCE**

25+

**AREAS OF
EXPERTISE**

Construction
Management

Program Management

Contract Bidding

Value Engineering

Community Outreach

Regulatory Compliance

Environmental

Resources

Transportation

Land Development

Grant Management

**DEDICATED TO
PROJECT**

100%

Professional Summary

Mr. Omar Dandashi has over 25 years of experience designing, managing, and estimating civil infrastructure projects, including city and county road construction, highways, bridges, paving, drainage, large and small diameter pipelines, and wet and dry utilities. He is the Senior Vice President of Blue Mountain Development and currently functions as the Project Executive for several of the firm's projects.

Drawing on an extensive background, Mr. Dandashi brings diverse and well-structured qualifications to the development of over \$750-million in large-scale infrastructure, public facilities, and private development projects. His background and experience focus on integrated project delivery, project planning, finance, entitlement, environmental compliance, design, and construction.

Mr. Dandashi has been responsible for multiple aspects of program management, construction administration, government agency negotiation, political and public relations, public utility relationship building, community outreach and communications, project finance and budget management, as well as extensive partnership-focused relations. He has served as an industry speaker, guest lecturer, and advocate for industry-wide issues, promoting common solutions to current challenges.

As a Project Manager, he is responsible for performing constructability reviews; providing bidding assistance; supervising and managing the construction project field office; supervising field personnel; full contract administration; leading project meetings; responding to contractor correspondence, RFIs, and submittals; CPM scheduling; shop drawing reviews; preparing and reviewing cost estimates; negotiating settlements for changes and claims; recommending extra work and claims settlements to Owners; negotiating and recommending monthly progress payments; preparing monthly progress reports; maintaining a daily diary of events; reviewing and approving materials, equipment, and testing procedures; coordinating with Owner operations personnel, PM staff, and stakeholders; and project start-up, acceptance, and close-out.

Relevant Experience

Program Manager / Construction Manager, Ontario Ranch, City of Ontario (Duration: Planning / Design 2005 – 2014, Construction 2014-2017; Value: \$500 Million)—Ontario Ranch included the development of a master planned infrastructure program for a 4,000-acre major expansion, also known as the New Model Colony, in the City of Ontario. The development was a joint partnership with multiple land developers, homebuilders, and the City of Ontario. The program included **\$500 million of infrastructure components, including over 35 miles of new roadways, underground infrastructure, bridges, water distribution system**, and parks for a new 19,000 home community. Program Management services included the following: planning; grant management; design development; construction

drawings; preparation of bid packages; the development of an interactive communications plan; detailed right-of-way acquisition program for over 200 individual property owners; and the development of a comprehensive partnering relationship with Southern California Edison to enable forward planning on major electrical transmission relocations, distribution conversion, new business distribution, easement and right-of-way purchases.

Additionally, project management services included the development of the team to build the concept and design of the 150-acre New Model Colony Great Park including passive and active park elements, which include formal gardens, a three-acre lake, tot lots, passive green space, outdoor amphitheater, community center, active soccer/baseball fields, and basketball/tennis courts.

Construction Management for individual projects included the following:

- **Francis Water Loop Transmission Line Construction** – The construction scope of work included over 2.5 miles of 36-inch and 24-inch domestic water transmission mains valued over \$11 Million.
- **Archibald / Edison Avenues Street Construction** – The construction scope of work included over 5 miles of major arterials, including a 96-inch storm drain, 24-inch sewer, 12-inch domestic water, 12-inch recycled water, and relocation of 25 66KV SCE Transmission Poles valued over \$54 Million.
- **Archibald / Edison Avenues Landscape Median Construction** – The construction scope of work included over 5 miles of major arterial landscape medians, including a signature monument valued over \$5 Million.

Program Manager / Construction Manager, The Mill Creek Wetlands, City of Ontario (Duration: Planning / Design 2006 – 2011, Construction 2012- 2014; Value: \$20 Million)—The Mill Creek Wetlands is the first Regional Storm Water Treatment System in the Inland Empire currently treating a watershed of over 77 square miles of several cities in San Bernardino County, including Rancho Cucamonga, Upland, Montclair, Ontario, and Chino. Located in the City of Chino in the Prado Basin, with the City of Ontario as lead agency, the project represents the culmination of almost a decade of developing public and private partnerships.

With over 52 acres of wetlands, the project provides over 23 acres of open water, 2.5 miles of recreation trails, additional storm water storage capacity for the Prado Basin, and includes the creation of over 20 acres of California native habitat for over 300 species, including endangered species such as the Least Bells Vireo.

During the project's implementation phase, a comprehensive federal, state, regional, and local government relations program was developed that included direct project advocacy before the United States Congress, U.S. Army Corps of Engineers, and a variety of pertinent departments. The project

received approximately \$7.5 million in grant funding directly and indirectly from the following programs:

- US Bureau of Reclamation
- US EPA / CalEPA
- Bureau of Reclamation's WaterSMART Program
- State Water Resources Control Board Revolving Fund
- Department of Water Resources (Integrated Watershed Program / SAWPA)
- Natural Resources Agency

Construction Manager, Balboa Village Improvement Project, City of Newport Beach (Duration: Construction 2001- 2003; Value: \$8.5 Million)—The Balboa Village Improvement Project included a four-square block area in the vicinity of the “Balboa Pier and Fun Zone” on the Balboa Peninsula. The major revitalization of the aging Village provided a draw to the public and promoted redevelopment of the area.

The project included **upgraded streets and alleys**, the addition of traffic calming elements, widening and resurfacing sidewalks, extensive ADA compliance implementation, expanding parking facilities, the addition of new storm drainage, landscaping, lighting, and street furniture to achieve a unified theme and character for the Village.

The project was delivered in three-year phases addressing the complex nature of active businesses and residents, circulation, and mass transit to an annual active tourist attraction. **Community outreach was a critical element** of the project delivery and success. The City staff and construction management **developed a unique up-front communications style that allowed a proactive community driven partnership** with local businesses and residents. Nominated for ASCE Orange County Project of the Year.

EDUCATION

M.S., Construction Management, University of Southern California, Los Angeles, California, 2003

B.S., Civil Engineering, California State Polytechnic University – Pomona, California, 1995

LICENSES / CERTIFICATIONS

Professional Civil Engineer, State of California, No. CE59405, Exp. 12/31/21

AFFILIATIONS

Project Management Institute

Building Industry Association, Orange County Chapter

Urban Land Institute

DEDICATED TO PROJECT

As-Needed

Professional Summary

Mr. Burce is a registered civil engineer with over 25 years of professional experience in project and construction management, including planning, design, resource allocation, and cost/schedule management of major projects. He has extensive experience in providing PM and CM services for water/wastewater treatment facilities, wells, pump stations, storm water detention / retention systems, transportation, parking structures, industrial, educational, residential, and land development projects during the design and construction phases.

Mr. Burce has diverse project experience in public works and real estate development. This background provides him with an in-depth understanding of civil engineering disciplines. His professional responsibilities have ranged from feasibility study, geotechnical, civil design, complex drainage design and regulatory requirements, technical specifications development and preparation of bid documents, design/constructability review, schedule preparation, field implementation and supervision, and construction management.

Project Experience

Resident Engineer, San Lorenzo Sewer Lift Station; Santa Ana, CA; City of Santa Ana, Public Works (Completion: 06/2021; Value: \$7.6 million)—

The San Lorenzo Sewage Lift Station Project consists of construction of the following: lift station—below ground dry and wet wells; aboveground CMU block building; three (3) 15 hp dry pit sewage pumps; piping, fittings, valves, flow meter, in-line grinders, rail and hoist system; HVAC, ventilation and ducting; electrical and instrumentation; site grading and improvements; 560 (LF) of 15" gravity sewer pipe; 190 (LF) of 12" gravity sewer pipe; 545 (LF) of 10" force main; sewer manholes and appurtenances; and abandonment of existing Segerstrom Lift Station.

Resident Engineer, Mid-Basin Injection: Centennial Park Project; Santa Ana, CA; Orange County Water District (Completion: 03/2020; Value: \$29.5 million)—

The Mid-Basin Injection project consisted of the construction of the following: four groundwater injection wells in below grade vaults; two (2) monitoring wells; a purified recycled water injection supply pipeline approximately 5,700 feet long that connects to the District's existing Groundwater Replenishment System (GWRS) pipeline and crosses the Santa Ana River; a backflush discharge pipeline approximately 4,200 feet long that discharges to the Greenville-Banning Channel and Centennial Park Lake; installation of submersible pumps within the four injection wells; replacement of approximately 9.6 acres of paving within the Park; demolishing an existing City of Santa Ana restroom facility; and constructing two new buildings with shared City and District uses. **Mr. Burce coordinated closely with the City of Santa Ana, Santa Ana Unified School District, Heritage Museum, and state and federal agencies.**

Resident Engineer, Ridgeline Booster Pump Station 2 Project; Lake Forest, CA; Trabuco Canyon Water District (Duration: 07/24/19 — 03/27/20; Value: \$2,073,600) —

The Butier Team is providing resident

engineering, inspection, specialty inspection, and materials testing services for the Ridgeline Booster Pump Station Project. The scope of work includes the following: installation of three (3) 2 CFS turbine pumps. Two of the pumps will be installed within new subsurface pump cans while the third will be installed within an existing pump can; upgrade of one (1) 2 CFS pump with a VFD and replacement of associated discharge piping and valving; removal of portions of the existing floor slabs, interior walls, and interior and perimeter wall footings; trenching below the existing walls and footings of the booster pump station; demolition of an existing concrete pad and its surrounding CMU walls; installation of new underground suction piping; construction of an electrical control room and electrical upgrades to include an on-site generator with an automatic transfer switch; construction of a new generator equipment pad; improvements to the existing underground flow meter vault; replacement and extension of the existing asphalt pavement; and installation of a new ornamental steel truck gate and ornamental steel fencing.

Resident Engineer, Lift Station 2 Force Main (LS-2 FM) Rehabilitation Project; Laguna Beach, CA; South Coast Water District (Duration: 01/28/19 — 07/17/19; Value: \$2,945,000)—Butier Engineering, Inc. is providing construction management and inspection services for the Lift Station 2 Force Main (LS-2 FM) Rehabilitation Project. The LS-2 FM Project consists of the rehabilitation of the existing 6,400 foot, 20-inch diameter, polyurethane lined, polyethylene wrapped, Class 250 ductile iron pipe. It is located at 31104 Coast Highway in the City of Laguna Beach and ends at a point of connection inside the SOCWA Coastal Treatment Plant (CTP). The LS-2 FM is located within a 20-foot easement running northerly and adjacent to Aliso Creek and runs through portions of The Ranch at Laguna Beach, a resort with a 9-hole golf course. The scope of work for the LS-2 FM rehabilitation includes the following: sliplining using a 16-inch diameter high density polyethylene pipe (HDPE); grouting the annular space; excavating 13 access pits; installation and operation of a full length bypass system; replacing sections of pipe; installation of air vacuum release valves; removal and disposal of existing valves; installation of a surge tank; landscape restoration; 545 (LF) of 10" force main; sewer manholes and appurtenances; and abandonment of Segerstrom Lift Station. The Butier team is coordinating closely with numerous project stakeholders, including the following: City of Laguna Beach; South Orange County Wastewater Authority (SOCWA); The Ranch at Laguna Beach; City of Laguna Beach Fire Department; local, state and federal agencies; and local businesses and residents.

Resident Engineer, Wineville Extension Recycled Water Pipeline—Segment A; Inland Empire Utilities Agency (Completion: September 2015; Value: \$10,609,000)—Butier provided construction management, contract administration, and inspection services for the construction of the Wineville Extension Recycled Water Pipeline. Segment A is located in the Cities of Ontario and Fontana and within the San Bernardino Flood Control District property. It begins along East Airport Drive beside the east side of the Day Creek Channel continuing to Jurupa Avenue, south along Wineville Avenue to Francis Street, east along Francis Street and Marlay Avenue just east of Mulberry Avenue. The construction consisted of the following: 5,464-LF

of 24-inch pipe; 13,500-LF of 36-inch pipe; isolating valves; air release and vacuum valve assemblies; and blow-off assemblies.

North Main Corona Metrolink Station Parking Structure; Corona, California (Riverside County Transportation Commission)—This project site consisted of a six-story concrete structure for 1,065 parking spaces; construction costs estimated at \$25 million. Mr. Burce performed as the Owner's Representative responsible for managing the day-to-day tasks, including processing RFIs, submittals, and change orders; negotiating costs; performing in-house resource allocation; scheduling; and strengthening relationships with the public, outside jurisdictional agencies and departments, general contractor, and subconsultant / inspection team. Oversaw site works (civil) improvements, entry monuments, and landscaping of the surrounding and servicing the parking structure, and coordinated design-build of the Closed Circuit Television (CCTV) security and fiber-optic services within the parking structure. Part of the CCTV coordination included commissioning the system between the parking structure and the security hub located at the Downtown Riverside Metrolink Station.

Ventura County Highway Projects (CALTRANS)—Mr. Burce was part of the Project/Program Management division within CALTRANS, which evaluated budgets and schedules through cross-departmental discussions with project teams responsible within the Ventura County area. These discussions were conducted on a monthly basis to monitor the plans, specifications, and estimates (PS&E) preparation efforts for the following projects:

- Highway 126, Widening Improvements
- Highway 101, Bridge Widening and Trail Improvements
- Highway 23 and 118, Junction Improvements
- Emergency Design & Construction Projects

Mr. Burce helped conduct a public outreach presentation for residents affected by construction and road closures during landslide mitigation along Highway 150 within the City of Santa Paula. On another emergency landslide repair along Interstate Highway 5 within the Castaic area, Mr. Burce assisted the PS&E process between District No. 7's design team and the Structures Construction group in Sacramento.

EDUCATION

Master of Planning and Development Studies, University of Southern California

Bachelor of Science Management, Pepperdine University

LICENSES / CERTIFICATIONS

American Institute of Certified Planners #16241 (Not Active)

Real Estate Broker License #01853152

General Engineering Contractor License # 982332

YEARS OF EXPERIENCE

25+

AREAS OF EXPERTISE

Government Relations

Community Outreach

Regulatory Compliance

Environmental Compliance

Fluent: English and Spanish

DEDICATED TO PROJECT

As-Needed

Professional Summary

Mr. Biro is a real estate development executive with over 25 years of experience of managing and delivering a broad range of projects, including numerous large-scale infrastructure, public works, master-planned communities, and resorts. He has been responsible for the delivery of over \$400 million in direct project construction cost and has overseen over \$800 million in real estate holdings.

Mr. Biro draws on his over 18 years of community service with the City of Redondo Beach where he has served as Harbor Commissioner, Planning Commissioner, and Chair of the General Plan Advisory Committee to activate and engage members of the community for successful project outcomes.

Mr. Biro understands the importance of project communication with all stakeholders, understands the technical nuances of projects, and can bridge the conversations from the field to the neighborhood to City Hall.

Relevant Experience**Owner's Representative, Alcast Foundry / City of Redondo Beach**

(Duration: 2018-Present; Value: \$20 million)—The Owner's Representative role for Alcast Foundry consisted of a 36-unit in-fill subdivision in the City of Redondo Beach. The project required a conditional use permit, map, and design review. The effort included multiple community outreach meetings and community engagement that lead to an unopposed and approved project.

Owner's Representative, 540 E. Imperial Ave / City of El Segundo

(Duration: 2015-2020; Value: \$80 million)—The Owner's Representative role for 540 E. Imperial Ave. consisted of a 58-unit in-fill subdivision in the City of El Segundo. The Approved project required specific plan amendment, development agreement amendment, and processing of a minor modification. This effort included multiple community outreach meetings, planning commission and city council meetings, day-to-day coordination with the construction team and city staff, and construction update meetings with the neighborhood. This infill site had 22 adjacent homes most of them encroaching into a 5-acre El Segundo Unified School District site, and it required obtaining a right of entry request and repair and put back coordination associated with the construction effort.

Owner's Representative, 8615 Whitter Blvd. City of Pico Rivera

(Duration: 2015-Present)—The Owner's Representative role for 8615 Whitter Blvd. consisted of a 79-unit affordable housing project. This effort required strong community involvement and dedication to overturn a planning commission denial into a city council approval.

Director of Land Development, Menifee Town Center / City of Menifee

(Duration: 2011-2015; Value: \$14 million Phase I and \$6 million Phase II)—Development Manager for the Menifee Town Center. Processing of a tentative parcel map, public use permit, plans of service, and joint use license agreement with Riverside County Flood Control. Coordinated the preparation of improvement plans for the entire project, including the construction

oversight of the backbone infrastructure. including mass grading, streets, water, sewer, recycled water, storm drain, dry utilities, landscaping, and project monumentation. This effort required many community outreach meetings with stakeholder groups, including the Chamber of Commerce and business owners groups to meet and discuss the project, as well monthly updates to the contiguous ownership surrounding the property that included several homes.

EDUCATION

Coursework, Santiago Canyon College; Orange, CA

- Concrete
- Water Distribution
- Water Treatment
- Electrical & Instrumentation

TRAINING

Trench Shoring Safety

Hazardous Materials Training

Water Distribution II

Water Treatment I

Traffic Control Safety

Management Training

CERTIFICATIONS

ACI Concrete Field Testing Technician—Grade I, Expires: 08/23/21

CPR/First Aid

DEDICATED TO PROJECT

100%

Professional Summary

Michael came to Butier after more than three decades with Irvine Ranch Water District. He spent the first two years of his career in the maintenance and repair department and went on to gain 15 years of experience as a Field Inspector. He was then promoted to Construction Inspection Manager where he completed his last 17 years at the District. His responsibilities included, but were not limited to, conceptual design; plan checking; assigning field inspectors; participating in preconstruction and construction progress meetings; reviewing change orders and RFIs; and overseeing the project through final acceptance.

As a Senior/Lead Inspector for Butier, Michael works primarily on civil infrastructure projects including bridges, channels, pipelines, and roadways. His duties typically include utility/agency coordination, daily inspection reports, submittals, RFI and field memo responses, interpretation of drawings, and general correspondence with the design engineer. Michael brings extensive experience in pipeline inspection to Butier. His experience has involved piping for filtration plants, domestic water lines, recycled water lines, reservoirs, and pump stations. Pipe material has included CML&CSP (sizes 4" thru 54"); PCCP (48"); CCP (12" thru 48"); DIP (sizes 4" thru 36"); C-900/C-905 (sizes 4" thru 36"); SDR35 (sizes 4" thru 15"); Copper (sizes 1" thru 4"); ACP (sizes 4" thru 16"); CIPP (sizes 8" thru 16"); HDPE (sizes 8" thru 16"); and FRP (15").

Project Experience

Field Inspector, Simon Ranch Reservoir, Booster Pump Station, and Pipeline Replacement Project; Santa Ana, CA; City of Tustin (Duration: 03/2020 – 08/2021; Value: \$12.6 million)—The scope of work for Simon Ranch Reservoir includes the following: demolition and removal of the existing reservoir at Valhalla Drive and Outlook Lane; replacement of the existing reservoir with a 1.0 MG circular prestressed concrete tank; replacement of existing 4", 6", and 8" pipelines with new and upsized pipes; pipeline replacement in Simon Ranch Road, Valhalla Drive, Racquet Hill, Via Rancho, and Vista Mar; construction of 400 feet of 16-inch, 1,900 feet of 12-inch, and 200 feet of 8-inch Zone 3 piping, as well as 5 new fire hydrants; construction of a new booster pump station at the reservoir site; replacement of asphalt at Valhalla and Outlook; and grading and shoring operations.

Field Inspector, Moffet Drive Extension Bridge and Roadway Construction (CIP No. 70224); City of Tustin, Department of Public Works; Tustin, CA (Completion: 2019; Value: \$5.75 million)—The bridge work consisted of constructing a single span cast-in-place concrete box girder bridge approximately 108 feet in length and 73.25 feet in width. The work also included an architectural steel arch on each side of the bridge. In addition, the work included removals, grading, roadway construction, street improvements, landscape improvements, utility construction, domestic and recycled water, dry utilities, esthetic treatments, construction of barriers, sidewalks, wing-walls, foundation, railings, structure excavation, backfill, drainage, and bridge lighting. Butier personnel coordinated with the Department of the Navy, U.S.

Army Corps of Engineers, Caltrans, the City of Irvine, Irvine Ranch Water District, Orange County Flood Control District, Southern California Gas Co., and Southern California Edison.

Field Inspector, Peters Canyon Channel Improvements (CIP No. 50040), City of Tustin, Department of Public Works; Tustin and Irvine, CA (Completion: Dec. 2019; Value: \$13,031,662)—The channel work included demolition, widening, and relining approximately 5,000 feet of the existing channel within the Cities of Tustin and Irvine from north of Edinger Avenue to Warner Avenue. The channel scope of work also included construction of new storm drain lines, extension of existing storm drain lines, and road undercrossings. Butier staff coordinated with the City of Irvine, Irvine Ranch Water District, Orange County Flood Control District, Southern California Gas Co., and Southern California Edison.

Irvine Ranch Water District (1984-2018)
Construction Inspection Manager

Offsite Pipelines for the Irvine Lake Pipeline North Conversion (Project No. 05823); Irvine, CA (Completion: 2019; Value: \$9.2 million)—Michael performed design and plan check review, submittal and change order review, supervised inspectors, and attended progress meetings. The project included the installation of 9,800 linear feet (LF) of 42-inch CML&C welded steel recycled water pipeline, 1,400 LF of 20-inch PVC recycled water pipeline, 73 LF of 10-inch PVC recycled water pipeline, connections to the existing Irvine Lake Pipeline at two separate locations, connection to the existing reservoir inlet and outlet pipelines, appurtenances, pressure testing, energizing the new pipelines, backfill, pavement restoration, traffic control, erosion and sediment control, compliance with mitigation measures and coordination with the new Zone C+ Reservoir work (by others) as required.

Baker Water Treatment Plant (Project No. 11218 1417); Lake Forest, CA (Completion: 2017; Total Project Cost: \$103.6 million)—Michael performed as the Construction Inspection Manager for the construction of the 28.1 mgd drinking water treatment plant located on the site of the former Baker Filtration Plant. The plant provides increased water supply reliability to South Orange County by increasing local treatment capability from multiple water supply sources, including imported untreated water from the Metropolitan Water District of Southern California (MWD) through the Santiago Lateral and local surface water from Irvine Lake. It uses advanced microfiltration treatment (MF) and ultraviolet (UV) disinfection. The plant was designed to minimize waste through on-site recycling and treatment of waste streams, resulting in a 99% recovery efficiency. This was a joint regional project by five water districts including Irvine Ranch, El Toro, Moulton Niguel, Santa Margarita, and Trabuco Canyon.

EDUCATION/ TRAINING

College of Ocean Ring,
Commercial Underwater
Welding Inspector and NDT
Level II Technician

Fullerton College,
Architectural Drafting and
Blueprint Reading

American Concrete Institute
Seminars

Western Medical Gas on
Medical Gas Systems

ACIA / DSA Public School
House Construction

ACIA / OSHPD Inspectors
Training Course

Steel Structures Technology
Center, Inc., on Seismic
Applications Under FEMA
350, 353

Gary Larson UBS Concrete
Course

LICENSES / CERTIFICATIONS

AWS Welding Inspection,
License #95100091

ICBO Structural Steel and
Welding UBC, License
#1025148-85

ICBO Spray-Applied
Fireproofing, License
#1025148-86

ICBO Concrete &
Reinforcement

Orange County, License
#0830

ACI Concrete Field Testing
Technician – Grade I
Technician, No. 029533,
Exp. 11/14/2020

City of Irvine, R#1284

DEDICATED TO PROJECT

As-Needed

Professional Summary

Mr. Martin Bruneniek has over 24 years inspection experience in a multitude of construction settings, including water/wastewater treatment facilities, pipelines, commercial/retail and residential structures, airports, refineries, off-shore platforms, medical centers, schools, and universities. He is ICBO-certified in several areas, including structural steel and welding, spray-applied fireproofing, and concrete. Experience includes both new and retrofit construction.

Mr. Bruneniek's inspection experience includes the following: Construction phases, including new and retrofit construction on multiple-story structural steel buildings; earthquake retrofits; DSA related projects; OSHPD related projects; multiple-story tilt-top office buildings; refinery construction phases; shut down retrofits; tracking and monitoring wear; and verified hydrotesting of pipelines, pressure vessels, exchangers, and tanks.

Project Experience

Field Inspector, Coastal Treatment Plant Facility Improvements; Laguna Niguel, CA; South Orange County Wastewater Authority (Completion: 06/01/21; Value: \$9,209,000)—Mr. Bruneniek is providing field inspection services for the Coastal Treatment Plant Facility Improvements. The scope of work includes the following: reconstruction of the ferric chloride system and secondary sedimentation basin equipment; construction of a replacement drainage pump station; fall protection safety improvements; miscellaneous structural and architectural improvements; replacement of the Motor Control Center (MCC) E8M in the Operations Building and installation of new MCC-15M and MCC-E15M in the DAF Utility Building; DAF electrical room improvements; replacement of switchgear including installation of new switchgear and repurposing the existing chlorine building; standby general improvements; electrical distribution system upgrade; installation of temporary power during construction; and replacement of three grit knife gate valves and access platforms for the upper valves.

Field Inspector, Mid-Basin Injection: Centennial Park Project; Santa Ana, CA; Orange County Water District (Completion: 03/2020; Value: \$29.5 million)—The Mid-Basin Injection project consisted of the construction of the following: four groundwater injection wells in below grade vaults; two (2) monitoring wells; a purified recycled water injection supply pipeline approximately 5,700 feet long that connects to the District's existing Groundwater Replenishment System (GWRS) pipeline and crosses the Santa Ana River; a backflush discharge pipeline approximately 4,200 feet long that discharges to the Greenville-Banning Channel and Centennial Park Lake; installation of submersible pumps within the four injection wells; replacement of approximately 9.6 acres of paving within the Park; demolishing an existing City of Santa Ana restroom facility; and constructing two new buildings with shared City and District uses. Butier coordinated with the City of Santa Ana, Santa Ana Unified School District, Heritage Museum, and government agencies.

Civil/Mechanical Inspector, J.B. Latham Treatment Plant Facility Improvements Packages A and C; Dana Point, CA; South Orange County Wastewater Authority (Est. Completion: March 2017; Value: \$14 million)—Mr. Bruneniefs provided civil/mechanical field inspection services for the reconstruction of the aeration system; replacement of the aged switchgear, motor control center, and power distribution system; replacement of the engine driven blower system; refurbishment of mechanical and structural elements of the Plant 1 secondary sedimentation basins; and repair to the structural deficiencies throughout the plant basins.

Civil/Mechanical Inspector, Regional Treatment Plant Cogeneration and Switchgear Upgrades Project; Laguna Niguel, CA; South Orange County Wastewater Authority (Est. Completion: July 2017; Value: \$8.9 million)—Mr. Bruneniefs provided civil/mechanical field inspection services for the upgrade to the cogeneration and switchgear systems for the RTP. The scope of work included the following: construction of a new masonry building to the west of the Energy Building to house the new switchgear; removal of one of the existing 400 kW engine generator units; removal of power and control wiring from the remaining two 400 kW engine generator sets; installation of a new 800 kW engine generator system, new boiler system, and new cogeneration control system; replacement of plant switchgear; relocation of temporary hot water pipeline; and replacement of the coating systems within Digester No. 2.

Civil/Mechanical Inspector, 930 Zone Recycled Water Pipeline; Chino and Chino Hills, CA; Inland Empire Utilities Agency (Completion: Fall 2014; Value: \$12.5 million)—Mr. Bruneniefs provided field inspection services for the construction of 12,536 linear feet of 30-inch recycled water pipeline via open cut and trenchless methods and a new above-grade pressure reducing station. The project connects the existing 30-inch pipeline in Eucalyptus Avenue west of Peyton Drive with the existing 20-inch pipeline in Chino Hills Parkway just west of Monte Vista. Work includes excavation in City of Chino and Chino Hills streets, City of Chino Hills property, Caltrans right-of-way, SBCFCD right-of-way, and Army Corps of Engineers right-of-way; pipe bedding preparation; pipe installation; pipe appurtenance and lateral installation; backfill; saw-cutting of pavement; pavement removal, disposal, and replacement including grinding, base course, and surface course installation; sidewalk, curb and gutter replacement; traffic control; installation of corrosion test stations; irrigation and landscaping at Inland Hills Church; and removal and installation of new fencing along flood control channels. Work also includes street rehabilitation of the north half of Eucalyptus Avenue from Bluebell Drive to Pipeline Avenue.

GWR System Unit 1 Pipeline; Fountain Valley to Santa Ana, CA (Orange County Water District)—Performed as Chief Inspector for 5.5 miles of 78-inch and 54-inch CML&C pipeline for this project. This project involved installation of approximately 31,000 LF of 78-inch, 72-inch, and 66-inch diameter cement mortar lined and coated (CML&C) steel pipe with each joint field-welded. The project also included installation of approximately 900 feet of 54-inch parallel Santa Ana River Discharge pipeline from the Advanced

Water Treatment Facility to the Santa Ana River. This unit extends from the AWTF/OCSD Plant No. 1 site to just north of 17th Street in Santa Ana and includes tunnels at each street and freeway under crossing.

Inspector, Bradley Park Relocation of Pipelines 3 and 4; San Diego, CA; San Diego County Water Authority (Completion: 2004)—Pipelines 3 and 4 pass through Bradley Park, which is an inactive municipal landfill of the County of San Diego that has been transformed into a park. The relocated pipelines connect to the existing pipelines north of Linda Vista Drive in the Authority's right-of-way. The project included the construction of approximately 1,650 LF of 72-inch and 1,550 LF of 96-inch finished inside diameter cement mortar lined and dielectrically coated welded steel pipe (WSP); connections to existing WSP, pipeline Cathodic protection system; miscellaneous pipeline appurtenances including air-release/air vacuum valves and blowoffs; sidewalk; paving restoration; re-vegetation; and traffic control. Work also included the removal of approximately 230 LF of 72-inch and 96-inch diameter welded steel pipe. In addition, approximately 1,120 LF of Pipeline 3 and 970 LF of Pipeline 4 was abandoned in place.

Inspector, Tri-Agencies Pipeline Turnout Replacement; San Diego County Water Authority (Completion: 2004)—This project entailed the construction of a 10-foot, 8-inch x 14-foot, 7-inch reinforced concrete vault; approximately 100 feet of 36-inch welded steel pipe; installation of a new 36-inch turnout ball valve; and the replacement of an existing 30-inch turnout valve. The work also included connection to Pipeline 3 (72-inch pipeline), Pipeline 4 (96-inch pipeline), and the Tri-Agencies Pipeline (36-inch connection). In addition, the project included installation of a cathodic protection system and approximately 120 feet of electrical conduit from the new Tri-Agencies Pipeline 4 turnout vault to the Vallecitos 9 Flow Control Facility.

EDUCATION

Health and Safety
Program (OSHA)

Management Skills
Program

Trench Shoring Program

Hazard Material Program
(40 hour course)

Dust Control (8 hour
course)

**DEDICATED TO
PROJECT**

As-Needed

Professional Summary

Mr. Alonso is a results-oriented, hands-on construction professional with over 35 years of expertise in all facets of heavy civil infrastructure, particularly underground pipeline construction. He has a verifiable track record for the successful completion of projects through planning, organizing, and managing overall daily operations. He has the ability to identify, isolate, and eliminate work hazards.

Mr. Alonso has over 20 years of experience as a Foreman Supervisor in which he has been responsible for hiring, scheduling, and supervising labor and developing and enforcing company policies, procedures, and project safety regulations. Other areas of expertise include heavy equipment operation and the construction of pressure reducing stations, rate of flow valves, and pump stations.

Relevant Experience / Work History

Field Inspector, Claude “Bud” Lewis Carlsbad Desalination Plant—Intake Modifications Project; Carlsbad, CA; Poseidon Water (Duration: 08/2019 – 09/2020; Value: \$18.4 million)—The Project included the design and construction of Phase 1 of a new pumping station to provide source water to the existing Seawater Desalination Plant. Phase I utilizes existing NRG facilities to provide source water supply to the Plant, including the following: new brine dilution pumps and discharge piping; intake structure modifications to accommodate pump station wet-well; extension of the existing 63-inch HDPE brine line; modifications to the existing Generation Station forebay including the replacement of existing Generation Station screen backwash pumps and discharge piping; electrical building and equipment; modifications to Generation Station’s stormwater and groundwater infiltration modifications; and tie-in to the 12 kV service.

Field Inspector, Santa Ana River Enhanced Recharge Phase 1A Sedimentation Basin and Pipeline; Highland, CA; San Bernardino Valley Municipal Water District (Completion: 11/2018; Value: \$14.4 million)—The project site is located adjacent to the southern flank of the San Bernardino Mountains on the western side of a relatively large alluvial fan complex associated with the Santa Ana River. It is also located ½ mile downstream from the Seven Oaks Dam, which is an earth-fill dam designed for flood control. A new diversion structure and inlet channel was constructed to divert water to the new sedimentation basin and the Water Conservation District Canal. The new sedimentation basin removes fine sand prior to delivery to Valley District or Metropolitan facilities. It is 200-foot wide and 600-foot long and 10 feet deep. **The new pipeline consists of 1,900 linear feet of 96-inch diameter CMLC welded steel pipe and 1,300 linear feet of 78-inch diameter CMLC welded steel pipe** connecting the new sedimentation basin and the existing 78-inch diameter SBVMWD Foothill Pipeline.

Field Inspector, Foothill Feeder 78-inch Pipeline Relocation; San Manuel Casino/San Bernardino, CA; San Bernardino Valley Municipal Water District (Completion: 11/30/2018; Value: \$10 million)—Butier Engineering, Inc. provided construction management and inspection services for the Foothill Feeder Pipeline Relocation Project. The project area borders the west end of the San Manuel Band of Mission Indians (SMBMI) tribal property, starting at the east end of Piedmont Drive and proceeding south along the western San Manuel Casino (Casino) property line. It then turns east, just north of the Casino's south perimeter wall, before turning into Marshall Boulevard where it reconnects with the original Foothill Pipeline. **A 1,450 LF section of the pipeline that ran under the Casino's front entrance was relocated to an area immediately behind the Casino.** The project reduces the risk of damage to the pipeline from above-ground operations, including the construction of a new Casino hotel by PENTA Building Group; secures the safety and continues operation of the pipeline in the event of an earthquake; and makes it easier for the District to monitor and maintain the pipeline as it passes through tribal land.

Field Inspector, Moffett Drive and Park Avenue Extension Roadway Project; City of Tustin (Completion: 2016; Value: \$14.5 million)—Mr. Alonso provided field inspection services for the Moffett Drive and Park Avenue Extension Roadway Project. The project included the removal and compaction of approximately 250,000 CY of removal and compaction of soil; 275,000 SF of subgrade preparation and street fine grading; and 4,000 LF of reinforced concrete box storm drain. The project also included the construction of street improvements, paving, utility installation, signing, traffic installation, landscaping, and irrigation. Approximately 15,000 CY of concrete was used to construct the reinforced concrete box storm drain, which includes lateral storm drains with catch basins. Major dewatering efforts and shoring under the Jamboree Bridge at Moffett Drive presented significant challenges that Butier coordinated with success. Butier staff coordinated with several agencies, including the City of Tustin; Irvine Ranch Water District for installation of reclaimed and domestic waterlines; County of Orange; and Department of the Navy. The construction of the project continues to provide service for the backbone of the Tustin Legacy Project which is a 1,600-acre residential and commercial development on the location of the retired Marine Corps Air Station.

Pipeline Inspector, Joint Transmission Main Unit 1, Reaches 1 and 2, 60-Inch CML&C Transmission Main Relocation; Lake Forest, CA; South Coast Water District (Completion: October 2012; Value \$2.5 million)—Mr. Alonso provided inspection services for the relocation of the 60-inch PCCP transmission main from its existing location into Lake Forest from Romano to Bake Parkway. The scope of work included providing construction management and inspection services for the installation of approximately 4,100-LF of pre-purchased 60-in CML&C (welding inside and out); tie-in near Romano to the tie-in location at Bake Parkway ranging in depth of cover from 5-ft to 17-ft; abandonment of a portion of the existing PCCP; installation of a

new cast-in-place isolation valve vault; installation of District pre-purchased 48-inch isolation valves (2); crossing and support of existing utilities; repaving; excavation of rock material along a portion of the project; coordination with other contractors and agencies within The Irvine Company Property; coordination with contractor's QSP for SWPPP compliance; and enforcement of environmental constraints.

Pipeline Inspector, Carlsbad 50 MGD Seawater Reverse Osmosis Desalination Plant (\$537 million) and 10-Mile Product Water Pipeline (\$159 million); Carlsbad, CA; Poseidon Water (Completion: Fall 2015)—

Mr. Alonso provided pipeline inspection services for the Product Water Pipeline portion of the Carlsbad Seawater Desalination Plant Project. Butier was selected to provide Owner's Engineer services for the construction of the 50 MGD seawater reverse osmosis desalination plant at the Encina Power Station (EPS). The scope also included the construction of a 2.5-million gallon cast-in-place concrete water storage tank; product pump station; and conveyance pipeline to deliver the drinking water produced by the project to water utilities and municipalities in San Diego County. **The 10-mile, 54-inch diameter pipeline was constructed under the Interstate 5 Highway and a railroad using a jack and bore tunnel method.** Butier coordinated closely with the City of Carlsbad, SDCWA, SDG&E, Poseidon, and the Coastal Commission during the construction of the tunnel option across Macario Canyon. The pipeline alignment included over 6,000 feet of tunnels performed by four different tunneling subcontractors. One of the tunnels was over 1,700 linear feet, 30 feet below sea level, and required a vertical shaft over 80 feet in height.

Pipeline Inspector, 2011 Retail Zone Water Distribution System Improvements, Crawford Canyon Road, Barrett Lane, Fairhaven, Carmel Way and Maynard Way (East Orange County Water District)—Butier provided construction management and inspection services for the replacement of 2,900 feet of 1950s-era 8" and 12" steel pipeline prior to the resurfacing of four streets in the District.

Pipeline Inspector, Perris Valley Pipeline; Riverside, CA; Metropolitan Water District of Southern California (Value: \$80 million)—Inspector for the construction management of this \$80-million pipeline project, which provides water reliability and quality benefits to western Riverside County. The Perris Valley Pipeline has enhanced the water delivery capacity of MWD's Henry J. Mills Water Treatment Plant by up to 150 million gallons per day, helping meet retail, municipal, and industrial demands in the region. Construction consisted of 6.5 miles of 96-inch treated water pipeline; four service connections from the pipeline; and four pump stations.

EDUCATION

University of California,
Berkeley

**SOFTWARE/
DOCUMENT
CONTROLS
PROFICIENCY**

Procore

Microsoft Office Suite:
Word and Excel

**DEDICATED TO
PROJECT**

100%

Professional Summary

Mr. Ryan Weir has comprehensive experience in providing document control and general project assistance for heavy civil infrastructure projects. He is responsible for directly assisting Butier's resident engineers and field inspectors with establishing project information and document control systems; report generation; preparation of project management and communications manuals; preparation of meeting minutes; and client communications. He has performed as a Document Control Specialist and Support Technician for various types of capital improvement projects, including water treatment facilities, pipelines, wells, and street/roadway improvements.

Project Experience

Document Control Specialist; Simon Ranch Reservoir, Booster Pump Station, and Pipeline Replacement Project; Santa Ana, CA; City of Tustin (Duration: 03/2020 – 08/2021; Value: \$12.6 million)—The scope of work includes the following: demolition and removal of the existing reservoir at Valhalla Drive and Outlook Lane; replacement of the existing reservoir with a 1.0 MG circular prestressed concrete tank; replacement of existing 4", 6", and 8" pipelines with new and upsized pipes; pipeline replacement in Simon Ranch Road, Valhalla Drive, Racquet Hill, Via Rancho, and Vista Mar; construction of 400 feet of 16-inch, 1,900 feet of 12-inch, and 200 feet of 8-inch Zone 3 piping, as well as 5 new fire hydrants; construction of a new booster pump station at the reservoir site; replacement of asphalt at Valhalla and Outlook; and grading and shoring operations.

Field Engineer / Document Controls, Peters Canyon Channel Improvements (CIP No. 50040), City of Tustin, Department of Public Works; Tustin and Irvine, CA (Completion: March 2020; Value: \$13,031,662)—Ryan provided field engineer/document control services for the Peters Canyon Channel Improvements Project. The channel work includes demolition, widening, and relining approximately 5,000 feet of the existing channel within the Cities of Tustin and Irvine from north of Edinger Avenue to Warner Avenue. The channel scope of work also included construction of new storm drain lines, extension of existing storm drain lines, and road undercrossings. Butier staff coordinated with the City of Irvine, Irvine Ranch Water District, Orange County Flood Control District, Southern California Gas Co., and Southern California Edison.

Field Engineer / Document Controls, Moffett Drive Bridge Construction and Street Improvements Project; City of Tustin, Public Works (Completion: 2019; Value: \$5.75 million)—Butier provided construction management and field inspection services for the Moffett Drive Bridge Construction and Street Improvements Project. The bridge, which spans across Peters Canyon Channel, connects Moffett Drive from Irvine to Tustin, increasing access and street connectivity within the Tustin Legacy development. The scope of work included the construction of a single span cast-in-place concrete box girder bridge approximately 108' long x 73.25' wide. Additional scope items included the following: installation of an architectural steel arch on each side of the bridge; bridge lighting; grading;

roadway construction; street and landscape improvements; utility construction; domestic and recycled water; dry utilities; aesthetic treatments; construction of barriers, sidewalks, wing-walls, foundation, and railings; structure excavation; backfill; and drainage.

Field Engineer / Document Controls, Moffett Drive and Legacy Road Extension, TUSD School Site and City Property Grading; City of Tustin, Public Works (Completion: 2018)—The project site is located in the Tustin Legacy development at the Moffett Drive roadway extension from future Legacy Road to Tustin Ranch Road; Legacy Road roadway extension from Valencia Avenue to future Moffett Drive; TUSD School site at the SW corner of Valencia Avenue and Tustin Ranch Road; and City Property adjacent to TUSD School site and Tustin Ranch Road. The project included performing soils removal and recompaction, excavation, stabilization, and placement of fill within the project site. Grading work included the finishing of undercuts of streets and parkway grading, erosion and sediment control, installations of basins, storm drain, and drainage structures, construction of channels and swales and protection-in-place and/or demolition of IRWD facilities.

Document Control Specialist; Moffett Drive and Park Avenue Roadway Extension Project; City of Tustin, Public Works (Completion: 2016; Value: \$14.5 million)—The project included the removal and compaction of approximately 250,000 CY of removal and compaction of soil; 275,000 SF of subgrade preparation and street fine grading; and 4,000 LF of reinforced concrete box storm drain. The project also included the construction of street improvements, paving, utility installation, signing, traffic installation, landscaping, and irrigation. Approximately 15,000 CY of concrete was used to construct the reinforced concrete box storm drain, which included lateral storm drains with catch basins. Major dewatering efforts and shoring under the Jamboree Bridge at Moffett Drive presented significant challenges that Butier coordinated with success.

Butier staff coordinated with several agencies, including the City of Tustin; Irvine Ranch Water District for installation of reclaimed and domestic waterlines; County of Orange; and Department of the Navy. The construction of the project continues to provide service for the backbone of the Tustin Legacy Project which is a 1,600-acre residential and commercial development on the location of the retired Marine Corps Air Station.

Field Engineer / Document Controls, Edinger Avenue Well—Phase II Equipping Project; City of Tustin, Public Works (Completion: 2016; Value: \$4,103,650)—Butier provided construction management and inspection services for the Edinger Avenue Well - Phase II Equipping Project. Construction of the building and equipping of the pump included installation of a 225 LF of 12-inch diameter CML ductile iron pipe discharge water line; connection to 12-inch ductile iron watermain; installation of 162 LF of 18-inch diameter C-905 drain line; connection to the existing storm drain; placement of new onsite sewer manhole; installation of 76 LF of 8-inch diameter SDR 26 sewer lateral; and connection to existing OCSD sewer manhole. The scope of work also included the erection of 2,376 SF of CMU block wall with a metal roof building to enclose the well pump, electrical equipment and chlorine

room. The project was part of the City of Tustin's Water Services Division, which is responsible for the production and safe delivery of domestic water to more than 14,100 service connections through approximately 172 miles of water mains. Butier staff coordinated with several agencies including the City of Santa Ana and Caltrans.

Document Control Specialist; Armstrong Avenue & Warner Avenue Extension Phase 2 Street Improvements; Tustin, CA; City of Tustin (Completion 2015; Value \$13.2 million)—The Armstrong Avenue and Warner Avenue Extension Phase 2 project is a part of Tustin Legacy (formerly the Marine Corps Air Station Tustin). Tustin Legacy is an urban master-planned community consisting of over 2,430 homes, "The District" regional shopping center (1 million sq. ft.), various education facilities, neighborhood parks, and major roadways and related infrastructure. The scope of work for this project included roadway improvements, traffic signals, landscape, dry utility, waterline, and reclaimed water and sewer line construction on the following streets: Armstrong Avenue Extension from Warner Avenue to Barranca Parkway and Warner Avenue Extension from Red Hill Avenue to Tustin Ranch Road.

Document Control Specialist; Chino Desalter Phase 3 Product Water Pipeline; Ontario, CA; Chino Basin Desalter Authority (Completion: 2015; Value: \$19 million)—The Product Water Pipeline project is a part of the Chino Desalter Phase 3 Expansion. The scope of work included saw cut, removal and replacement of 10,700 LF of AC paving, temporary paving and base material; installation of 10,700 LF of 30-inch diameter CML&C steel pipe; installation of 905 LF of 42-inch diameter steel casing for connection to existing pump station; connection of existing 30-inch Hamner product water pipeline; pressure testing and disinfection of installation pipeline; installation of 4-inch blow-offs, 30-inch diameter butterfly valves, 4-inch vacuum and air release valves, and manways; potholing of underground utilities; installation of cathodic protection test station; and installation of 30-inch diameter class 250 CML/CMC WSP watermain including fittings, thrust blocks and double pass welds.

Document Control Specialist; Fletcher Recharge Basin Project; Orange, CA; Orange County Water District (Completion: September 2016; Value: \$5.6 million)—The project consisted of re-grading the basin and installing approximately 5,900 linear feet of new 12-inch diameter pipeline. The basin bottom was excavated to expose permeable sand then backfilled to the design grade with imported permeable sand to improve percolation. The PVC pipeline alignment started from south of the Riverview Basin running north along the east side of the Santa Ana River Channel, turning east to Aquarius Place, north on Batavia Street, east on Fletcher Avenue, and ending at Fletcher Basin. The project also included 12-inch diameter welded steel piping; concrete drain structures; a pump station; turnout and meter station; ornamental steel sliding gate and fencing; masonry walls; and access roads.

SECTION C

Understanding of Need



Section C. Understanding of Need

Project Understanding

The scope of work for the South Main Corridor Improvements Project includes, but is not limited to, the following: pavement rehabilitation, enhanced PCC crosswalks and intersections, decorative sidewalk extensions / bulb outs, lighting improvements, landscape / irrigation, sewer main / lateral replacement, and railroad coordination.

The anticipated start of construction is December 2020 with a duration of 220 working days. The estimated cost of construction is \$9.5 million.

We understand that the Project will consist of construction of the following individual projects:

- 17-9001 South Main Street Corridor Improvements
- 18-691 Main Street Rehabilitation from Edinger Avenue to First Street
- 20-6958 Main Street Rehabilitation from Warner Avenue to Edinger Avenue
- 19-6940 Main Street Rehabilitation from Dyer Road to Warner Avenue
- 21-6451 South Main Sewer Improvements

Project Approach

The Butier Team will use a project control system consisting of the following four elements that will provide QA/QC procedures and guidelines.

1. Cost and Schedule Control

The CM Team's ability to monitor and manage the Contractor's performance will be critical to minimizing problems during construction and potential claims. Contractor schedule requirements will include substantial completion deadlines and interim and final completion dates.

The construction progress will be evaluated based on approved, **resource-loaded CPM schedules (Primavera P6)**. The Contractor will be required to submit CPM schedules to the City for acceptance in addition to timely, detailed status information as the work progresses. The Butier Team will evaluate the Contractor's actual performance by comparing actual qualities completed versus planned.

Anticipated work to be accomplished will be

reviewed based on a **three-week "look ahead" schedule** updated weekly by the Contractor. Available information must be evaluated for schedule exceptions, available contractual options, and corrective actions required by the Contractor.

The CM Team will address schedule variances with the Contractor at weekly progress meetings. The CM Team will evaluate each variance, its cause, and possible corrective actions, and require the Contractor to provide an action plan to correct unsatisfactory variances. If a satisfactory resolution is not achieved and the Contractor falls significantly behind schedule, the CM Team will require the Contractor to submit a





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recovery plan. The plan should address mitigation efforts such as additional crews, additional shifts, or developing work-around schedules that move the delayed activity off the critical path so that its completion will not affect critical milestones.

2. Quality Assurance / Quality Control

The Butier Team will develop a QA/QC Plan for the South Main Corridor Improvements Project. The plan will reflect a set of objectives defined by City staff and assigned CM and field inspection personnel. The **QA/QC Plan** will be organized accordingly:

- Organization and Responsibility
- Execution and Schedule
- Procedural Requirements
- Requirements for Consultants
- Project Quality Management Audits

These sections define requirements and procedures for checking, reviewing, distributing, tracking, and controlling documents. The project specific QA/QC Plan will be submitted and reviewed by the City prior to submittal of other project deliverables. The individuals performing QA/QC reviews will be clearly indicated in the project organization chart. Deliverables will contain a statement that the information contained in the submittal has been quality control checked in accordance with the QA/QC Plan.

Quality Assurance is the confirmation process that all procedures directing the work have been developed and followed and any corrective actions required have been implemented. Procedures or actions to be confirmed include:

- Construction management plan
- Training of staff in QA/QC requirements
- Submittal process plan
- Document control plan
- Identification of City approvals at appropriate milestones
- Control of testing to determine validity and accuracy of data collected in the field

- Identification of need for corrective action
- Audit to verify compliance with Plan.

Quality Control is the actual checking and validation of the inputs and outputs of the work. Activities to be verified for the work include the following:

- Review by quality control team
- Identification and compliance with applicable codes, ordinances, permits, environmental requirements, etc.
- Review input data and check calculations
- Review drawings, specifications, technical reports, memos, meeting minutes
- Perform constructability, operability, maintainability, and usability reviews
- Review design for compliance with safety standards.

3. Construction Management Communications Plan

The Principal-In-Charge and Project Manager will prepare a specific CM Communications Plan to be approved by the City. The manual will include project correspondence and other forms of communication in accordance with the City's document formatting standards. The manual will integrate the interdependent roles of the City, Construction Manager, Design Engineer, and the Contractor, through all phases of the work.

The Manual will include the following:

- **Project Organization:** Individual assignments, responsibilities, phone numbers, lines of communication, and methods for interfacing with the City, project stakeholders, and the Contractor. Organization chart showing relationships between the parties.
- **Project Control:** Description of cost, schedule, and document control systems.
- **Communication Management:** Procedures for documenting communications and correspondence; distribution and/or routing lists; and examples of all forms that the Contractor

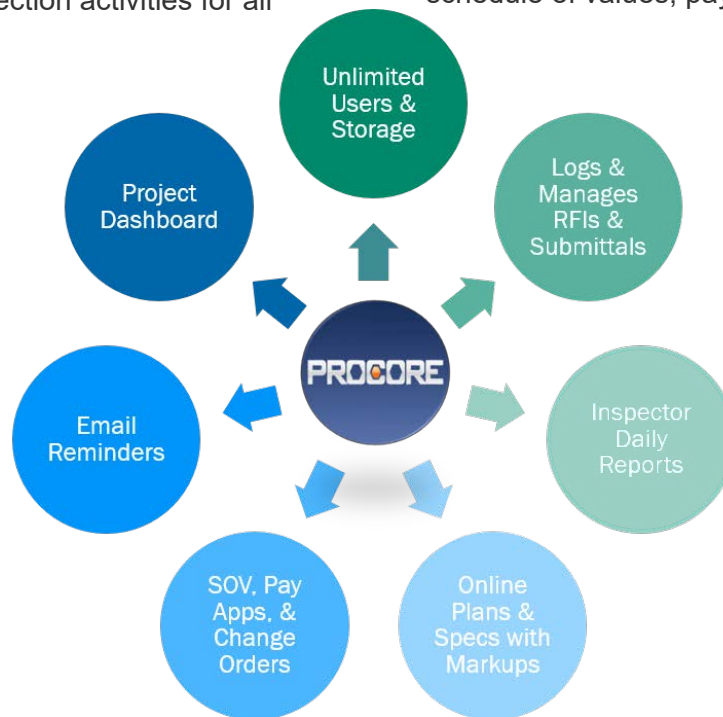


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will be required to use. It will additionally include emergency communications roles and responsibilities.

- **Meeting/Notice Procedures:** Schedules, notices, agendas, reporting procedures, documentation requirements, and timely acceptance processes.
- **QA/QC:** Procedures, laboratory testing, field-testing, coordination checks, and construction inspection activities for all project features, equipment, and materials.
- **Document Control:** Discussion of Butier's cloud-based project management document control system.
- **Contract Administration:** Control systems and procedures for performing and documenting submittal reviews, RFIs, change orders, claims management, contract closeout activities, etc.
- **Records:** The CM will maintain records of inspections, reports, and test results received from the Contractor, Design Engineer, manufacturers, and others.



Each user can **access the program via a web browser** on their computer or mobile device using **secure log-in** information.

Procore is utilized to store, review, track, and manage all project documents including construction drawings and specifications, RFIs, submittals, transmittals, meeting agendas and minutes, emails and correspondence, progress photos, budgets, schedule of values, payment applications, change orders, daily inspection reports, final punch lists, and point of contact information.

Additionally, **Procore can be configured to display the latest Primavera P6 construction project schedule** and weather information, both current and forecast. Automated emails can be generated by the software program to remind personnel of required

documentation reviews and other project related tasks that need attention. Project documentation is continuously updated and available always to all involved personnel, with prior revisions stored for reference. At the conclusion of the project, project-related documentation is converted to PDF format and distributed to the appropriate parties.

4. Electronic Document Control System

The Butier Team recommends utilizing **Procore—a cloud-based construction project management solution**—to organize, manage and control project documentation. The advantages of Procore include unlimited users and storage, **24/7 visibility** into project status, and a **centralized, comprehensive platform to manage vital project data**. All parties involved have access to the system.

Special Concerns / Suggestions

After visiting the corridor improvement site and reviewing the plans and specifications, Butier has vetted special concerns and provided suggestions in **Table 1. Special Concerns / Suggestions** on the following pages.



Table 1. Special Concerns / Suggestions

CONCERN	APPROACH	BENEFITS TO CITY
Schedule Control <i>Objective: Implement proposed project according to its schedule and any constraints.</i>	<ul style="list-style-type: none"> Review Program Schedule during pre-construction phase Conduct Schedule Workshops regarding project constraints with stakeholders 	<ul style="list-style-type: none"> Identification of key schedule constraints early on to mitigate potential delays Minimized cost overruns due to unforeseen construction issues
Quality Control <i>Objective: Follow QC guidelines to minimize rework that could result in schedule delays.</i>	<ul style="list-style-type: none"> Follow proven Butier QA/QC plan with experienced inspection staff Document work activities and distribute to CM members daily Ensure contractor redlines are updated on a weekly basis 	<ul style="list-style-type: none"> Meet schedule with fully-functional facility Concise 3-week look-ahead Streamlined sequencing & coordination Minimize inspection costs
Cost Control <i>Objective: Utilize and follow cost control management strategies to keep project within budget.</i>	<ul style="list-style-type: none"> Provide CM/Field Engineering budget linked to resource-loaded construction baseline schedule Quantify and negotiate PCOs to ensure contingent costs are reported to management Provide proactive alternatives to construction sequencing 	<ul style="list-style-type: none"> Provide City staff with current summarized data weekly. Create Management “dashboard” for interface with field CM team Maintain a “no surprises” result when planning progress payments or approval of PCOs Provide a monthly report detailing progress & delineate project risk
Stakeholder Coordination <i>Objective: Be responsive to project stakeholder coordination requirements to achieve a high confidence level for project success.</i>	<ul style="list-style-type: none"> Utilize document control tools for 24/7 team access Participate in any partnering workshops proposed by City Hold issue specific team meetings / workshops 	<ul style="list-style-type: none"> Facilitated, yet secure document filing system for detailed project progress Streamlined communications and accountability for project success Established plan for maintaining stakeholder involvement
Team Cohesiveness <i>Objective: Maintain a streamlined team that works well together during CM and inspection activities.</i>	<ul style="list-style-type: none"> Provide a locally-based team that has worked well together on similar projects Build from recent CM and inspection activities for other similar projects Provide local team that is familiar with local issues and contractors 	<ul style="list-style-type: none"> Adaptive CM and inspection team that is near the project site Proven integration of our combined Team’s CM and inspection expertise Team with knowledge of current bidding climate



Table 1. Special Concerns / Suggestions (Continued...)

CONCERN	APPROACH	BENEFITS TO CITY
Constructability <i>Objective: Engage an experienced CM team to perform constructability reviews relating to critical change orders during construction operations.</i>	<ul style="list-style-type: none"> Provide an independent team to perform reviews Provide input and respect Engineer's design approach Confirm project sequencing requirements are addressed in Contract Documents 	<ul style="list-style-type: none"> Confidence in constructability reviews to identify ambiguities and conflicts Lower construction costs, reduced change orders/claims and fewer delays Mitigate/eliminate impact to stakeholders on concurrent construction activities
Safety <i>Objective: Perform a comprehensive evaluation of street corridor safety issues. Engage local merchants, residents, and local school administrators to offer input on developing a plan that facilitates construction phasing and safe practices for the public.</i>	<ul style="list-style-type: none"> Attend Contractor's weekly safety meeting. Follow and respect Contractor's safety program Active evaluation of traffic control and site construction operations staging Evaluation of construction work zone staging Monitor trench zone work safety Active management of pedestrian, resident, and business access during construction operations 	<ul style="list-style-type: none"> Active management of Contractor Site Safety procedures Provide City front line management with residents, businesses, commuters, and public Illness and injury free construction site
Community / Environmental Impacts <i>Objective: Ensure local stakeholders are informed of the project impacts. Engage local merchants, residents, and local school administrators to offer input on developing mitigation strategies for noise, dust, and traffic deliveries.</i>	<ul style="list-style-type: none"> Enforce hours of work, noise levels, and clean work areas Advise construction personnel of community relations responsibilities Proactive Community Outreach Timely project updates to local stakeholders. 	<ul style="list-style-type: none"> Minimize environmental impacts to the local community Minimize community complaints and possible complications from access for residents and businesses Mitigate changes to construction phasing to accommodate community demands
Traffic Control <i>Objective: Confirm local stakeholders are informed of potential changes in traffic patterns, detours, closures.</i>	<ul style="list-style-type: none"> Develop an Active Management Plan with City, Contractor, and local interests Integrate Contractor Traffic Management Plan into the community outreach 	<ul style="list-style-type: none"> Provide an effective public interface for traffic and access control while maintaining a detailed line of communication with City staff/management Manage minimal disruption to resident and business access Maintain maximum traffic flow and worker's safety



SECTION D

Relevant Project Experience





Section D. Relevant Project Experience

Project Title / Reference Value / Completion	Project Description
<p>Mid-Basin Injection Wells—Centennial Park Project; Santa Ana, CA</p> <p>Orange County Water District Ben Smith, P.E. Tel: (714) 378-3211 bsmith@ocwd.com</p> <p>Value: \$23.2 million Completion: 2020</p> <p>Proposed Key Personnel</p> <p>Mark Butier Vladimir Burce, P.E. Martin Bruneniek, CWI</p>	<p>Butier provided constructability review, resident engineering, and inspection services. The project required close coordination with the City of Santa Ana, Santa Ana Unified School District, Heritage Museum, and state and federal agencies. The project consisted of construction of the following:</p> <ul style="list-style-type: none"> • Four (4) groundwater injection wells in below grade vaults (1,200 feet deep) and all related appurtenances • SR-13 monitoring well at the Heritage Museum site • 5,500 LF of purified recycled water injection supply pipeline that connects to the District's existing GWRS pipeline and crosses the Santa Ana River • 4,200 LF of backflush discharge pipeline that discharges to the Greenville-Banning Channel and Centennial Park Lake • Two new buildings with shared City of Santa Ana and District uses • Installation of submersible pumps within the four injection wells • Replacement of 9.6 acres of paving with the Park; and demolishing an existing City of Santa Ana restroom facility. 
<p>Carlsbad 50 MGD Seawater Desalination Plant and 10-Mile Product Water Pipeline; Carlsbad, CA</p> <p>Poseidon Water Patrick Crain, P.E. Director of EPC Services Tel: (760) 889-2975</p> <p>Value: \$537 million (Plant) \$160 million (Pipeline)</p> <p>Completion: 2015</p> <p>Proposed Key Personnel</p> <p>Mark Butier Frankie Alonso</p>	<p>Butier was selected to provide Owner's Engineer services for the construction of the 50 MGD seawater reverse osmosis desalination plant at the Encina Power Station (EPS). The scope also included the construction of a 2.5-million gallon cast-in-place concrete water storage tank; product pump station; and conveyance pipeline to deliver the drinking water produced by the project to water utilities and municipalities in San Diego County.</p> <p>The water conveyance pipeline is comprised of 10 miles of 54" diameter steel pipeline with a shell thickness that can withstand a working pressure of 550 psi. The alignment required permitting from NCTD and Caltrans to construct the pipeline under the railroad and Interstate 5 using a jack and bore tunnel method. Butier coordinated with SDG&E and NRG to ensure the high-pressure gas lines were protected during pipeline installation.</p> <p>Butier coordinated with the City of Carlsbad, SDCWA, SDG&E, Poseidon, and the Coastal Commission to construct a tunnel option across Macario Canyon. The pipeline alignment included over 6,000 feet of tunnels performed by four different tunneling subcontractors. One of the tunnels was over 1,700 linear feet, 30 feet below sea level, and required a vertical shaft over 80 feet in height.</p> 



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Project Title / Reference Value / Completion	Project Description
<p>Moffett Drive Bridge Construction and Street Improvements; Tustin, CA</p> <p>City of Tustin, Public Works Douglas S. Stack, P.E. Director, Public Works Tel: (714) 573-3150</p> <p>Value: \$5.75 million Completion: 2019</p> <p>Proposed Key Personnel</p> <p>Mark Butier, Joseph Blum, Michael Jack, Ryan Weir</p>	<p>Butier provided construction management and field inspection services. The bridge connects Moffett Drive from Irvine to Tustin, increasing access and street connectivity within the Tustin Legacy development. The scope of work included the construction of a single span cast-in-place concrete box girder bridge 108' long x 73.25' wide. Additional scope items included the following: installation of an architectural steel arch on each side of the bridge; bridge lighting; grading; roadway construction; street and landscape improvements; utility construction; domestic and recycled water; dry utilities; aesthetic treatments; construction of barriers, sidewalks, wing-walls, foundation, and railings; structure excavation; backfill; and drainage. Butier staff coordinated with the Department of the Navy, USACE, Caltrans, the City of Irvine, IRWD, Orange County Flood Control District, Southern California Gas Co., and SCE.</p> 
<p>Victory Road Extension Roadway Construction; Tustin, CA</p> <p>City of Tustin, Public Works Ken Nishikawa Deputy Director Tel: (714) 573-3389</p> <p>Value: \$4.6 million Completion: 2017</p> <p>Proposed Key Personnel</p> <p>Mark Butier Joseph Blum Ryan Weir</p>	<p>Butier provided construction management and field inspection services. The project extended from the existing "Tee" intersection of Red Hill Avenue and Victory Road southeast to Armstrong Avenue. The scope of work consisted of finishing of undercuts of streets and parkway grading; erosion and sediment control; installation of basins, storm drain, and drainage structures; construction of channels and swales; protection in place and/or demolition of IRWD facilities; pavement striping, signing and delineation; traffic sign installation and interconnect; and construction of water, reclaimed water and sanitary sewer facilities. Butier coordinated with the County of Orange, IRWD, Caltrans, USACE, RWQCB, OCSD, South Coast AQMD, and SCE.</p> 
<p>Armstrong Ave & Warner Ave Extension, Tustin, CA</p> <p>City of Tustin, Public Works Douglas S. Stack, P.E. Director, Public Works Tel: (714) 573-3150</p> <p>Value: \$13.2 million Completion: 2015</p> <p>Proposed Key Personnel</p> <p>Mark Butier Joseph Blum Ryan Weir</p>	<p>Butier provided construction management and inspection services. Armstrong Avenue, which previously ended at Warner Avenue, was extended to Barranca Parkway. Warner was extended from Red Hill Avenue to Tustin Ranch Road. The extensions have helped put the backbone infrastructure in place for the Tustin Legacy. The scope of work included construction of street improvements; roadway paving; dry utility installation; construction of drainage facilities; pavement striping, signing and delineation; traffic signal installation and interconnect at Warner Avenue and future "G" Street, Warner Avenue and Armstrong Avenue, and Warner Avenue and Tustin Ranch Road; landscaping and irrigation installation; and waterline, and reclaimed water and sewer line construction.</p> 



Project Title / Reference Value / Completion	Project Description
<p>Moffett Drive and Park Ave Roadway Extension, Tustin, CA</p> <p>City of Tustin, Public Works Ken Nishikawa Deputy Director Tel: (714) 573-3389</p> <p>Value: \$14.5 million Completion: 2016</p> <p>Proposed Key Personnel</p> <p>Mark Butier, Joseph Blum, Frankie Alonso, Ryan Weir</p>	<p>Butier provided construction management and field inspection services. The project included the removal and compaction of 250,000 CY of soil; 275,000 SF of subgrade preparation and street fine grading; 4,000 LF of reinforced concrete box storm drain; and construction of street improvements, paving, utility installation, signing, traffic installation, landscaping, and irrigation. 15,000 CY of concrete were used to construct the reinforced concrete box storm drain. Major dewatering efforts and shoring under the Jamboree Bridge at Moffett Drive presented significant challenges that Butier coordinated with success. Butier staff coordinated with IRWD for installation of reclaimed and domestic waterlines; County of Orange; and Department of the Navy.</p> 
<p>Ontario Ranch / New Model Colony; Ontario, CA</p> <p>City of Ontario Scott Murphy Community Development Director Tel: (909) 395-2419 smurphy@ci.ontario.ca.us</p> <p>Value: \$500 million</p> <p>Completion: 2014 (Planning/Design) 2017 (Construction)</p> <p>Proposed Key Personnel</p> <p>Omar M. Dandashi, P.E.</p> <p><i>(Blue Mountain Development)</i></p>	<p>Ontario Ranch included the development of a master planned infrastructure program for a 4,000-acre major expansion, also known as the New Model Colony. The development was a joint partnership with multiple land developers, homebuilders, and the City of Ontario. The program included \$500 million of infrastructure components, including over 35 miles of new roadways, underground infrastructure, bridges, water distribution system, and parks for a new 19,000 home community. Program Management services included the following: planning; grant management; design development; construction drawings; preparation of bid packages; the development of an interactive communications plan; detailed right-of-way acquisition program for over 200 individual property owners; and the development of a comprehensive partnering relationship with Southern California Edison to enable forward planning on major electrical transmission relocations, distribution conversion, new business distribution, easement and right-of-way purchases. Construction Management for individual projects included:</p> <ul style="list-style-type: none"> • Archibald / Edison Avenues Street Construction—Construction of over 5 miles of major arterials, including a 96-inch storm drain, 24-inch sewer, 12-inch domestic water, 12-inch recycled water, and relocation of 25 66KV SCE Transmission Poles valued over \$54 Million. • Archibald / Edison Avenues Landscape Median Construction—Construction of over 5 miles of major arterial landscape medians, including a signature monument valued over \$5 Million. • Francis Water Loop Transmission Line Construction—Construction of over 2.5 miles of 36-inch and 24-inch domestic water transmission mains valued over \$11 Million. 

SECTION E

References



Section E. References

Project Title/Location/Value	Public Agency	Personnel	Client Reference
Mid-Basin Injection Wells—Centennial Park Project; Santa Ana, CA Value: \$23.2 million Completion: 2019	Orange County Water District	Mark Butier Vladimir Burce, P.E. Martin Bruneniek	Ben Smith, P.E. Project Manager Tel: (714) 378-3211 bsmith@ocwd.com
Moffett Drive and Park Avenue Roadway Extension; Tustin, CA Value: \$14.5 million Completion: 2016	City of Tustin, Public Works	Mark Butier Joseph Blum Frankie Alonso Ryan Weir	Ken Nishikawa Deputy Director of Public Works / Engineering Tel: (714) 573-3389 knishikawa@tustinca.org
Moffett Drive Bridge Construction and Street Improvements; Tustin, CA Value: \$5.75 million Completion: 2019	City of Tustin, Public Works	Mark Butier Joseph Blum Michael Jack Ryan Weir	Douglas S. Stack, P.E. Director, Public Works Tel: (714) 573-3150 dstack@tustinca.org
Tesoro Zone II DW and Zone B RW Transmission Mains and Coto de Caza Trunk Sewer Relocation; Ranch Mission Viejo, CA Value: \$4.8 million Completion: 2016	Santa Margarita Water District	Mark Butier	Jeff McDonnell, P.E. Construction Manager Tel: (949) 459-6504 jeffm@wmwd.com
Vista Village Drive Trunk Sewer Improvement Project; Vista, CA Value: \$15 million Completion: 2020	City of Vista	Mark Butier	Jalal Ahmadpour Capital Project Manager Tel: (760) 643-5403 jahmadpour@ci.vista.ca.us
Ontario Ranch / New Model Colony; Ontario, CA Value: \$500 million Completion: 2014 (Planning/Design) 2017 (Construction)	City of Ontario	Omar Dandashi, P.E. (Blue Mountain Development)	Scott Murphy Community Development Dir Tel: (909) 395-2419 smurphy@ci.ontario.ca.us Khoi Do City Engineer Tel: (909) 395-2127 KDo@ci.ontario.ca.us

SECTION F

Scope of Services & Schedule



Section F. Scope of Services & Schedule

Scope of Work

The Butier Team will consist of a Project Manager (PM), Inspector, and a Contract Administrator (CA). They will serve as an extension of City staff to assist in the overall delivery of the South Main Corridor Improvements Project, including pre-construction tasks, managing construction, and ensuring that the work is completed in accordance with the contract documents, and project closeout and warranty phase. The Butier Team will report directly to the City's Construction Manager.

The proposed scope of work includes Butier's understanding of the construction management and field work needs of the City as related to this contract. We have provided sufficient detail to demonstrate that we grasp the magnitude of the project and are experienced in providing the necessary services.

A. Preconstruction Phase Services

1. Review of Contract Documents

The PM will perform a thorough review of the contract documents. The review will include, but not be limited to, the appropriateness of the number of working days allowed, the appropriateness of the amount of liquidated damages and timely coordination with other agencies. If any ambiguities, errors, omissions, or conflicts exist, the PM will advise the City's Construction Manager on the need for document content revision, as appropriate.

2. Bid Analysis

Prior to the start of the project, the PM will review the submitted bids for responsiveness and completeness, including verifying licensing, insurance, and bonding, and will assist in performing reference checking. The PM will evaluate bids to ensure they are balanced and not front-end "loaded." Upon completion of the bid reviews, Butier will assist the City in determining the apparent responsible and responsive low bidder for the project. The PM will prepare a formal memorandum detailing the bid proposal review and the recommendation for award.

3. Pre-Construction Meetings

The Butier Team will attend and co-lead a **pre-construction meeting with the community** to introduce the CM team and discuss major anticipated construction impacts. In addition, the CM team will attend a pre-construction meeting with the City and project stakeholders to discuss the scope of work, project team, project schedule, contract administration guidelines; contractual roles; and reinforcement of specific requirements for safety, access, and coordination issues for the work. The PM will provide a meeting agenda three (3) days in advance of the meeting and transmit meeting minutes to all attendees within three (3) business days.

4. Construction Schedule / Budget

The PM will utilize **Oracle Primavera P6 Professional Project Management** to perform detailed monitoring of the Contractor's master schedule for the duration of the Project. The PM will establish a cost control system for monitoring and updating project costs and budget. He will utilize Primavera P6 to prepare an independent construction cost estimate and construction schedule based on a standard five-day workweek. The cost-loaded CPM schedule will provide the PM with the basis for cash flow projections. The budget will be reviewed with the design team and consultants and submitted to the City for acceptance. The PM will revise the budget as directed by the City.

5. Public Outreach

The Butier Team will assist the City with public outreach services. **We strongly believe a separate, comprehensive Public Outreach program be employed for this project.** The South Main scope will significantly impact merchants, residents, and schools along the proposed construction alignment. We have included Mr. Nick Biro, who is bilingual as an optional member of our team to assist the CM and City in these outreach efforts. **This scope should be developed in conjunction with the City of Santa Ana staff and local community groups.**



B. Construction Phase Services

1. Construction Progress Reports

The PM will prepare monthly progress reports that will include the following items: summary of the prior month's main accomplishments and current construction activities; reconciliation of contract time, work progress, and manpower usage by the Contractor; project costs to date; overall contractor's conformance to quality requirements; identification of major issues addressed or arising from the project requiring resolution; summary of progress payments, certified payrolls, change order disputes, submittals, RFIs and responses, and notices of noncompliance; and daily photographs of representative project activities.

2. Weekly Progress Meetings

The PM will schedule and lead weekly meetings with the Contractor, the City's assigned Construction Manager, and other representatives to resolve all project matters and assess responsibilities for response to respective participants. The PM will implement action monitoring to ensure compliance and timely response. The CA will distribute the minutes to the attendees within two working days and include the minutes in the monthly progress reports.

3. Shop Drawings and Submittals

The Butier Team will be responsible for processing and monitoring the status of submittals. In meeting the City's internal timeframes, submittals will be processed on a one-week turnaround basis or sooner. Submittal tracking will be introduced into the electronic document control system and status of submittals will be known at all times. This system will be coordinated with the Contractor per contract document requirements. The PM will review the completeness and quantity of all required shop drawings, product data, samples and other submittals received during the construction phase and transmit to City staffing for review and approval.

4. Requests for Information

The PM will coordinate the RFI review process and route all RFIs to the appropriate

reviewer. The documentation will be logged, tracked, maintained, and organized in the electronic document control system in PDF format. All responses will be monitored with suspense action dates and follow-up procedures implemented to ensure timely action by all parties to project issues including input from City staff.

5. Permits

The Butier Team will verify that the contractor has secured all building permits and special permits required by the contact documents.

6. Change Order Requests

The City or Contractor may initiate a change or request for changes, or modifications may arise due to differing site conditions. The PM will track, document, and negotiate all changes for added costs or credits with the Contractor. The PM will evaluate all schedule impacts in addition to advising the District of equitable cost and time adjustments for proposed or authorized changes including credits that are due.

The PM will coordinate change order procedures for preparation of documents to be executed by the Contractor and the District. The RE and claims support will evaluate Contractor claims seeking additional costs or time for contract modifications.

The PM will assess if the claim has merit and make recommendations. Unresolved claims will be administered through the remedies clauses of the construction contract under the direction of the City.

7. Contractor's Safety Program

The Contractor will be required to prepare and submit a safety program to the City. **The contractor is responsible for site safety.** The CM team will periodically attend the contractors site safety meetings to validate the submitted plan is being monitored.

8. Cost Accounting Records

The Butier Team will maintain cost accounting records on authorized work performed under unit costs and additional work performed



based on actual costs of labor and materials, or other work required accounting records.

9. Progress and Final Payments

The PM will receive, check, and verify all Contractor monthly progress payment requests and other project-related invoices based upon the cost-loaded schedule. The progress payment worksheet will be based on an approved schedule of values. Progress pay requests will be checked against the approved schedule of assigned values and actual in-place quantities verified at the end of the pay period. The pay request format will be established by the project team to expedite checking, processing, and subsequent updating of project budgets and cost projections and forwarded to the City's Construction Manager for approval and payment to the Contractor.

10. Prevailing Wage & CWA Forms

The Butier Team will monitor prevailing wage forms and requirements for conformation to the prevailing wage rates on a weekly basis. The Butier Team will verify that all Trade personnel listed in the daily log are also listed in the certified payroll. The Butier Team will also monitor the City's Community Workforce Agreement (CWA) forms and requirements to ensure compliance. Verification of prevailing wage and CWA will be provided with the monthly progress payments.

11. Compliance with Contract Documents

The Butier Team will monitor construction activities to ensure the work adheres to the contract documents and regulatory agencies. The PM will bring to the attention of the City's Construction Manager any errors, omissions, or discrepancies found in the contract documents. The PM will lead resolution of day-to-day construction issues raised and coordinate with the inspectors, Design Engineer, and Contractor as required. The PM will make recommendations to the City regarding special inspection or testing of work not in compliance with the contract documents.

12. Maintain "As-Built" Records

The Butier Team will review the Contractor's as-built records monthly to ensure that timely recording is being accomplished. The PM will ensure that the City's as-builts identify RFIs, shop drawing revisions, change order modifications, etc. and that they are updated weekly. The as-builts will be submitted to the City and the Design Engineer at the completion of the project. The PM will coordinate the submittal of completed record drawings to the City's Construction Manager. The PM will hold monthly record drawing review meetings with the City's CM and the Contractor prior to submittal of monthly progress payments. Butier will be utilizing **Blue Beam** as our primary tool for tracking completeness of as-builts.

13. Construction Inspection

Butier will assign a Field Inspector to ensure that the Contractor's work is in compliance with the contract documents, industry standards, applicable codes, environmental and local regulations, and construction permits. In addition, the Lead Inspector will be responsible for the following:

- **Daily Inspection Reports:** The Field Inspector will maintain daily inspection reports, which will be submitted to the City on a weekly basis. The reports will document construction activities, including the date, day of week, and weather conditions; hours of work; personnel on site; equipment being used; idle or inoperable equipment; details of each activity; controversial matters/disputes; deficiencies and violations; instructions issued to the construction contractor; safety concerns; description of accidents; major material and equipment deliveries to the site; names of visitors to the site; and delays and extra work.
- **Schedule Review:** Reviewing the Contractors' two week "look ahead" schedules.
- **RFIs:** Discuss responses to RFIs with Butier's PM as required and coordinate the replies to the Contractor; review of the submittals; provide non-conformance



reports; and provide documentation of construction activities, duration of activities, manpower and equipment allocation.

- **Photographic Records:** Provide monthly photographic/digital records of the project during construction. Log construction digital photographs daily. A digital photographic library will be maintained of significant construction activities. The photographs will be labeled with the date, location, and narrative information. Additional digital photographs will be taken of change order and claim items, and any special or unique conditions as they arise.

14. Special Inspection / Materials Testing

The PM and Lead Inspector will facilitate and coordinate inspection by representatives of other agencies and schedule and coordinate special inspection and materials testing.

C. Project Close-Out

1. Detailed Project Punch Lists

The Butier Team will prepare a project punch list at substantial completion and coordinate the correction of deficiencies by the Contractor. Upon correction of deficiencies, the PM will coordinate and conduct a final walk-through prior to the acceptance of work with the Design Engineer, City's Construction Manager, and other staff as directed.

2. Final Payment Requests

The PM will verify that the Contractor has made all payments to the subcontractors and vendors and that any stop notices or liens have been released. The PM will obtain a Conditional Waiver of Lien from the Contractor prior to recommending final payment.

3. Verify Contractor's Project Record Drawings

The PM will review the Contractor's project record drawings for completeness.

4. Commissioning & Warranty

The Butier Team will be responsible for additional close-out items, including

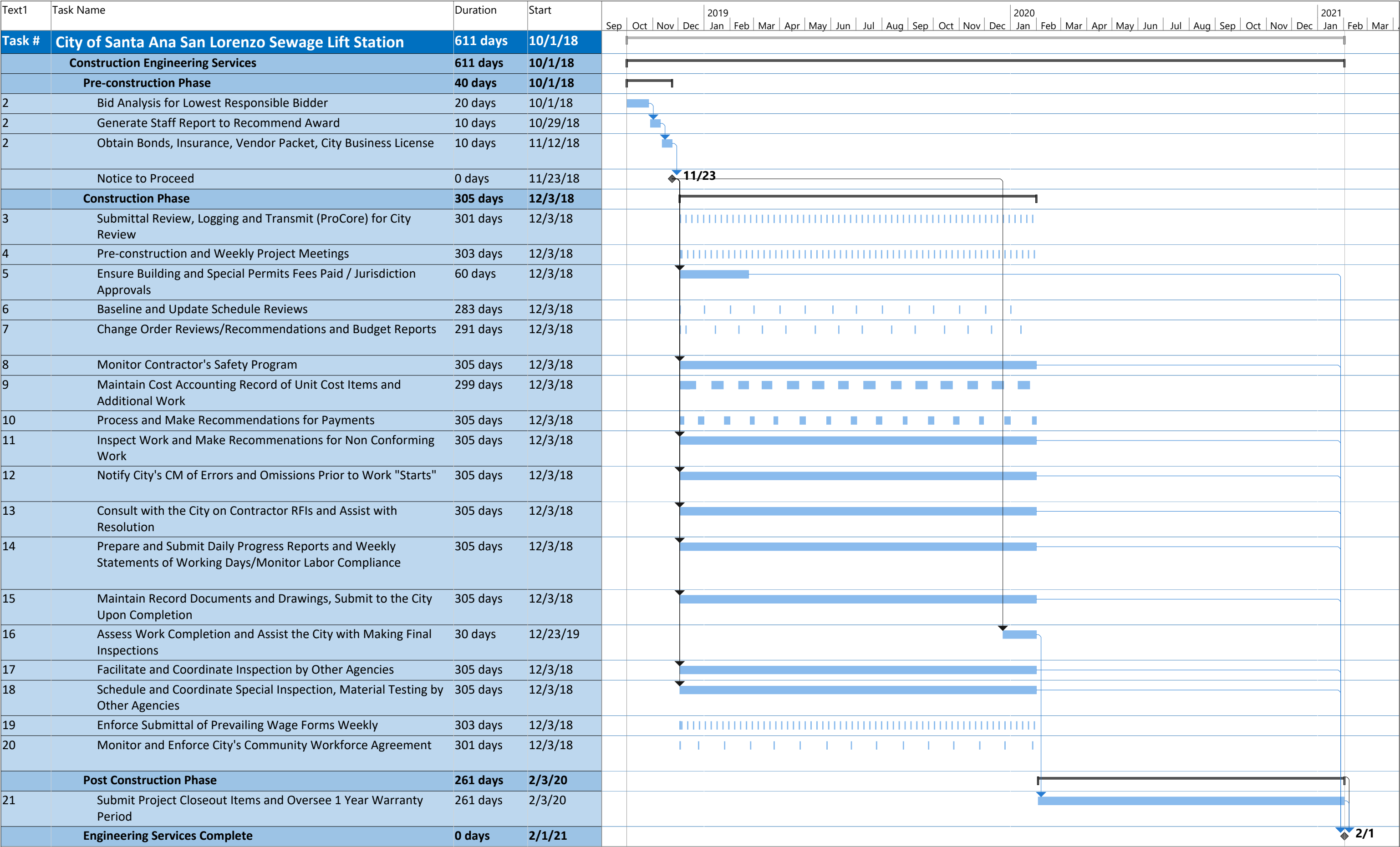
commissioning and warranty requests during the one-year period, scheduling and overseeing the warranty repair, and performing site visits as requested by the City to look at defects of imperfection to determine if it is a warranty issue.

5. Final Report

The PM will prepare and submit a final progress report to the City no later than 60 calendar days following the filing of the Notice of Completion. The report will include a complete overview of the contract, Contractor's performance, accomplishments, preliminary and final project costs, cash flows, schedules, and recommendations for alleviating problems experienced on the project.

6. Turn Over All Documents and Files

The Butier Team will furnish all original project documents and final reports from Procore to the City's CM within 60 calendar days following filing of the Notice of Completion. The documents will be delivered to the City in a form and fashion acceptable to the City. The files will also be scanned and provided to the City in electronic format



SECTION G

Certifications



Appendix
ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT
CERTIFICATIONS

NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed _____

State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2020, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

See Attached

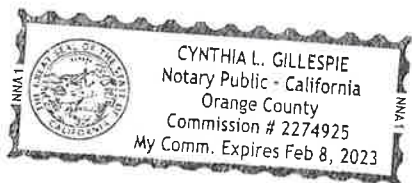
Notary Public Signature

Notary Public Seal

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

SUBSCRIBED AND SWORN TO (or affirmed) before me on this 6th day of October, 2020 by
MARK M. BUTIER, JR., proved to me on the basis of satisfactory evidence to be the persons
who appeared before me.




Cynthia L. Gillespie, Notary Public

Appendix
ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION
CERTIFICATIONS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities".

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm Butier Engineering, Inc.

Signed and Printed Name:  Mark M. Butier, Jr.

Title President/CFO

Date October 7, 2020

Appendix
ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION
CERTIFICATIONS

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

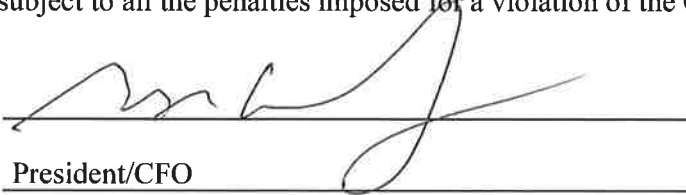
1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended,

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed:



Title:

President/CFO

Firm:

Butier Engineering, Inc.

Date:

October 7, 2020



EXHIBIT C

October 7, 2020

City of Santa Ana
Attn: Sean Thomas, P.E.
Public Works Agency; M-36
20 Civic Center Plaza; Ross Annex
Santa Ana, CA 92701

**Subject: RFP No. 20-115—South Main Corridor Improvements Project
Construction Management and Inspection Services**

Dear Mr. Thomas:

The Butier Team is pleased to submit one (1) hardcopy in a separately sealed envelope and an electronic submittal of our fee proposal on PlanetBids for the above referenced project. Our submittal is fully responsive to the RFP issued on September 1, 2020, and Addenda No. 1 dated September 21, 2020. **THE PROPOSED BUDGETS ARE SUBJECT TO FINAL SCOPE NEGOTIATIONS.**

CLARIFICATIONS:

The proposed level of effort is based on the project schedule provided in the RFP. The objective of our staffing plan is to take full advantage of our local project resources. The final staffing plan will be based on the approved schedules furnished by the construction contractor.

Rates for the Construction Management Team

Vehicle mileage, computers, computer software, printers, reproduction, cell phone service, broadband service, office supplies, technical reference materials, training, 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. **Rates will be maintained for the contract period.**

Excluded from Rates

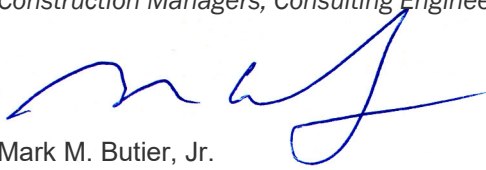
Trailer rental costs, installation of utilities, cost of utilities, cost of sanitary services, broadband / high speed connections, janitorial, and furniture.

Field Office

We have assumed the contractor will provide the necessary office space to house the field CM team.

We look forward to the opportunity to work 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.

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


Mark M. Butier, Jr.
President/CFO

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

BUTIER
Construction Managers, Consulting Engineers

Butier Engineering, Inc. - Proposed Fee South Main Corridor Improvements Project No. 20-115		Duration	PIC	Project Manager	Contract Administrator	Inspector QA/QC	Public Outreach Principal	Total Proposed Cost
Rates			\$ 210.00	\$ 205.00	\$ 175.00	\$ 140.00	\$ 150.00	
Units		Weeks		Hours	Hours	Hours	Hours	Dollars
Task #	City of Santa Ana South Main Corridor Improvement Project	48.5						
	A. Pre-Construction Phase	4.5	56	116	56	0	220	\$ 78,340.00
1	Review Contract Documents	2	8	24	16	0		\$ 9,400.00
2	Bid Analysis	1	8	8	8	0		\$ 4,720.00
3	Pre-Construction Meetings	1	8	4	8	0		\$ 3,900.00
4	Construction Schedule/Budget	2	8	40	24			\$ 14,080.00
5	Public Outreach	2	24	40			220	\$ 46,240.00
	B. Construction Phase	44	0	1108	958	1696	0	\$ 632,230.00
1	Construction Progress Repots	44		100	50			\$ 29,250.00
2	Weekly Progress Meetings	44		120	60	120		\$ 51,900.00
3	Shop Drawings and Submittals	44		120	80			\$ 38,600.00
4	Requests For Information	44		160	80			\$ 46,800.00
5	Permits	8		0	88	0		\$ 15,400.00
6	Change Orders	44	0	264	80			\$ 68,120.00
7	Safety Program	44				176		\$ 24,640.00
8	Cost Accounting Records	44		88	176			\$ 48,840.00
9	Progress and Final Payments	44		80	80			\$ 30,400.00
10	Prevailing Wage and & CWA Forms	44			88			\$ 15,400.00
11	Compliance with Contract Documents	44		176				\$ 36,080.00
12	Maintain As-Builts	44			176	100		\$ 44,800.00
13	Construction Inspection	44				1300		\$ 182,000.00
14	Special Inspection and Materials	40						\$ -
	C. Project Close-Out	12	8	184	144	40		\$ 70,200.00
1	Detailed Punch List	12		40	40			\$ 15,200.00
2	Final Payment Request	2		16	16			\$ 6,080.00
3	Project Record Drawings	2			40			\$ 7,000.00
4	Commissioning & Warranty	12		80		40		\$ 22,000.00
5	Final Report	2	8	24	24			\$ 10,800.00
6	Final Documents	1		24	24			\$ 9,120.00
	Engineering Services Totals	48.5		1408	1054	1696		\$ 780,770.00