

**AGREEMENT TO PROVIDE CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES FOR
WELL 32 REHABILITATION IMPROVEMENTS**

THIS AGREEMENT is made and entered into on this 21st day of June, 2022 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 March 22, 2022, the city issued Request for Proposal No. 22-051, by which it sought a Consultant having special skill and knowledge in the field of well rehabilitation to provide construction management and inspection services.
- B. Consultant represents that Consultant is able and willing to provide such services to the City.
- 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 consulting firm in the field.

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

1. SCOPE OF SERVICES

Consultant shall perform the services described in the scope of work that was included in RFP No. 22-051, which is attached hereto as **Exhibit A** and incorporated by reference, and as more specifically delineated in Consultant’s proposal, which is attached hereto as **Exhibit B** and incorporated by reference.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in **Exhibit C**, which is attached hereto and incorporated by reference. The total amount to be expended under this Agreement shall not exceed \$1,224,820 during the term of this Agreement, including any extension periods exercised under Section 3. The sum is comprised of (1) the base amount of \$1,024,820 and (2) an approximate 19.5% contingency in the amount of \$200,000 for additional services at the City’s sole discretion.
- b. Payment by City shall be made within 45 days (forty-five) 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 which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on June 20, 2025, unless terminated earlier in accordance with Section 16, below. The term of this Agreement may be extended for a two (2) one (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 subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in

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

7. INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of contract work.

Verification of Coverage

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

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

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

8. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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 interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NON-DISCRIMINATION

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

14. EXCLUSIVITY AND AMENDMENT

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

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. TERMINATION

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

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

17. 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.

18. 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.

19. 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.

20. MISCELLANEOUS PROVISIONS

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

21. 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

With courtesy copies to:

Nabil Saba
Executive Director, Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, California 92702
Fax: 714-647-5635

To Consultant:

Mark M. Butier Jr, President
Butier Engineering Inc.
17822 E. 17th Street
Tustin, CA 92780

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

[Signatures on the following page]

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

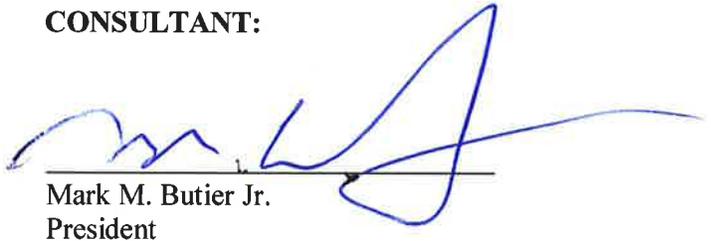
APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONSULTANT:

By: Jose Montoya

Jose Montoya
Assistant City Attorney



Mark M. Butier Jr.
President

RECOMMENDED FOR APPROVAL:

Nabil Saba
Executive Director
Public Works Agency

EXHIBIT A

**REQUEST FOR PROPOSALS (RFP)
FOR
WELL 32 REHABILITATION IMPROVEMENTS
CONSTRUCTION MANAGEMENT AND INSPECTION
SERVICES**

RFP NO.: 22-051



**CITY OF SANTA ANA
Public Works Agency
20 Civic Center Plaza, M-36
Santa Ana, CA 92701**

**Sean Thomas
Acting Senior Engineer
(714) 647-5655 Office
sthomas5@santa-ana.org**

Approved for Release:

Nabil Saba
Executive Director
Public Works Agency

KEY RFP DATES (Subject to change at discretion of City):

| | |
|----------------------------------------|-----------------------|
| Issue Date: | March 22, 2022 |
| Job Walk: | N/A |
| Deadline for Requests for Information: | April 7, 2022 |
| Proposal Due Date: | April 19, 2022 at 2pm |
| Projected Award Date: | June 7, 2022 |



NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that proposals will be received from qualified firms for Well 32 Rehabilitation Improvements Construction Management and Inspection Services.

Responses to this Request for Proposals (RFP) must be submitted electronically to the PlanetBids system no later than April 19, 2022 at 2:00 p.m. Proposals received after this date/time will not be considered. It is the responsibility of the proposer to ensure that any proposals submitted have sufficient time to be received by the City of Santa Ana prior to this proposal due date and time.

Additionally, it is a requirement that hard copy proposals also be sent by courier service, mailed, or hand delivered in an enclosed sealed envelope and marked clearly with the following:

**“SEALED PROPOSAL FOR
WELL 32 REHABILITATION IMPROVEMENTS CONSTRUCTION MANAGEMENT
AND INSPECTION SERVICES
RFP NO. 22-051
IN THE CITY OF SANTA ANA
DO NOT OPEN WITH REGULAR MAIL.”**

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

For further instructions regarding hard copy submission of proposals, refer to PlanetBids.

All notifications, requests for information, updates and addenda will be posted online on PlanetBids at <https://www.planetbids.com/portal/portal.cfm?CompanyID=20137>. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive qualification.



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I. INTRODUCTION / PROJECT DESCRIPTION

Nature of Work:

The City of Santa Ana Public Works Agency (City) desires to enter into an agreement with a qualified consulting firm to lead efforts to provide construction management and inspection services.

Number of Proposals and Signature:

Five (5) hard copies are required to accompany an electronic submittal of the complete proposal package on PlanetBids. One of the hard copies shall be marked as "ORIGINAL" and be signed by a company official with the power to bind the company, and submitted to the City of Santa Ana. *Please be explicit in identifying the appropriate person with legal authority to bind the company.*

The Statement of Qualifications shall be limited to a maximum of (10) double-sided pages (excluding front and back covers, section dividers and attachments such as resumes, forms). Font size shall be minimum 11-point Arial. Proposal exhibits shall be maximum 11" x 17".

Proposal Evaluation and Rating:

The criteria for evaluating the RFP submitted will take the following items into consideration:

- | | |
|-------------------------------|-----|
| • Firm/Team Experience | 25% |
| • Understanding of Need | 30% |
| • Relevant Project Experience | 30% |
| • Schedule of Delivery | 10% |
| • References | 5% |

The City has established a proposal review committee to evaluate proposers based on the response to this RFP, which includes adherence to outlined directions and format, and the City evaluation criteria set forth above. A final score will be calculated for each submitted proposal and used to rank the proposers.



Project Funding:

Funding sources for each project may vary and shall comply with the funding agency's requirements. Special conditions may apply. Refer to Attachment 1 (Scope of Work) in the Appendix of this RFP.

Term of Contract Agreement:

The City desires to enter into a contract with the top scoring firm for an initial three (3) year term with a City option for two (2) one (1) year extension period. This term is outlined in the Standard Consultant Agreement, as contained in the Appendix of this RFP as Attachment 2.



II. INSTRUCTIONS TO PROPOSERS

A. CITY RESPONSIBILITIES

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

B. PROPOSER RESPONSIBILITIES

Point of Contact: The selected proposer will assume responsibilities for all services in its proposal. The selected proposer shall identify a sole point of contact with the greatest knowledge concerning the required service operations and contractual matters, including payment of all charges resulting from the Agreement. Contact information such as email and phone number must be included into the proposal.

Evidence of Financial Capacity: Proposer may be requested to submit its most recent audited financial statement, evidencing proposer's financial capacity to fully perform the required services, including provision of equipment and personnel expenses over a ninety (90) day period. If said financial statement does not reflect full ninety (90) day operational capacity, proposer may include a letter of credit as evidence of supplemental capacity.

C. REQUEST FOR INFORMATION OR CLARIFICATION

All questions or requested clarifications shall be made only in writing to the Q&A section located in PlanetBids no fewer than five (5) calendar days prior to the date and time set for opening of proposals. No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP.

D. ADDENDA

Any changes in RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on PlanetBids at <https://www.planetbids.com/portal/portal.cfm?CompanyID=20137> as set forth in the Notice Inviting Proposals. Addenda shall become part of the agreement documents.

E. LICENSES & PERMITS

The selected proposer shall be required to obtain a City of Santa Ana Business license within ten (10) business days of selection and must provide a copy to the City's project manager or designee prior to commencing any work in Santa Ana.

Additionally, Proposer will be responsible for obtaining any licenses/permits required by the Scope of Work.



F. INSURANCE

The Selected Proposer shall provide the required evidence of insurance coverage as set forth in the Scope of Work within ten (10) business days after receipt of notice that the contract has been awarded. Failure to provide the required insurance certificates shall be cause for the annulment of the award and the forfeiture of the proposal guaranty. The City will provide the Selected Proposer with a "New Vendor Checklist", which outlines insurance requirements.

G. PAYMENT INFORMATION PACKET

The selected proposer shall return a completed payment information packet within ten (10) business days after the successful proposer has received notice that the contract has been awarded.

H. PRE-PROPOSAL MEETING

Should a pre-proposal meeting be scheduled, the date, time, and location is identified on the cover page of this RFP. The meeting will include discussion of the project scope and a question-and-answer session. It is highly recommended that the Proposer's key team members attend this meeting. Significant interpretations or clarifications will be addressed via addenda to this RFP, as described above in "Section D: Addenda."

I. CITY RIGHT TO REJECT

The City reserves the right to reject any or all proposals submitted and no representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.

The City reserves the right to accept or reject the combined or separate components of this proposal in part or in its entirety or to waive any minor inconsistency, informality or technical defect in the proposal.

The City reserves the right to reject, replace, and approve any and all subcontractors. All subcontractor(s) shall be identified in response to this RFP. Subcontractors shall be the responsibility of the successful proposer and the City shall assume no liability of such subcontractors.

J. BID PROTESTS

Proposers with concerns or rebuttal of any staff determination of non-responsiveness or non-responsibility may submit, in writing within five (5) business days, to the Project Manager, any concerns regarding the RFP process or staff determination. Such writing shall be considered by the City Manager or her designated representative, and may be acted upon within five (5) business days. If no action is taken within such time, there shall be no change to the staff determination. The exercise by the Proposer of its right to submit written concerns shall be a condition precedent to seeking judicial review of any award of a contract hereunder.



III. SUBMITTAL REQUIREMENTS

A. GENERAL

1. The number of Proposal Copies and signature is specified in:

RFP SECTION I - INTRODUCTION / PROJECT DESCRIPTION

2. Deadline:

Proposals are due to the City of Santa Ana at the date, time, and location specified in the Notice Inviting Proposals.

B. PROPOSAL CONTENTS

The proposal format and page limitation, if any, is specified in:

RFP SECTION I - INTRODUCTION / PROJECT DESCRIPTION

1. STATEMENT OF QUALIFICATIONS

- a. Cover Letter: Proposals shall include a letter signed by a principal or authorized representative who can make legally binding commitments for the entity.
- b. Contract Agreement Statement: Proposal shall include a statement outlining your concurrence or concerns with any and all provisions contained in the Agreement attached herein as Attachment 2 in the Appendix.
- c. Firm and Team Experience: Proposal shall include a profile of the firm's experience. Include resumes of project team/sub-consultants that will be providing services which outline their technical and design experience. At a minimum, this should include the project manager/principal agent, associates in charge when project manager/principal agent is unavailable, key personnel, firm size, and an organization chart identifying only those who will perform work for the proposed project and the percentage of each individual's time devoted to this project. The project manager/principal agent shall be the primary contact person to represent your firm and will be the person to conduct the presentation, if invited for an interview.



- d. Understanding of Need: Proposal shall include an outline which demonstrates the firm's understanding of the work. This outline should include anticipated approach, tasks necessary for successful completion, deliverables, and suggestions or special concerns that the City should be made aware of. Identify any assumptions and/or exclusions used in preparation of the scope of work and associated fee estimate.
- e. Relevant Project Experience: Proposal shall include a list of relevant projects, which your firm or personnel have completed within the last 5 years, including significant work with public agencies. Project information should include project description, project location, year completed, client name and contact information, and name of consultant project manager. City of Santa Ana staff may conduct site visits at select projects.
- f. References: Proposals shall include a listing of relevant projects with references for three public entities with valid current emails for which Proposer has performed similar work within the past five (5) years.

2. SCOPE OF SERVICES AND SCHEDULE:

Proposal shall include a Scope of Services and Schedule which details the work phases to be completed, the tasks to be accomplished, the deliverables to be provided, and the schedule / timeline to complete the project, based upon the requested Scope of Work detailed in Attachment 1 of this RFP.

3. FEE PROPOSAL:

The fee proposal shall be submitted separate and concurrently with the technical proposal, both submitted electronically in PlanetBids and as a hard copy in a separately sealed envelope, clearly labeled as "Fee Proposal." This shall include the firm's Standard Hourly Fee Schedule, a table outlining the tasks and team hourly effort for each of the major tasks, and a Project Fee Schedule as outlined in the Scope of Work.

The fee proposal will not be opened until the proposals have been evaluated by the proposal selection committee. The City will select the consultant based on qualifications, and then negotiate a contract price based on available funding.

4. CERTIFICATIONS:

The following forms shall be signed and included as part of the proposal submittal package:

- Attachment 3-1: Non-Collusion Affidavit



- Attachment 3-2: Non-Lobbying Certification
- Attachment 3-3: Non-Discrimination Certification

IV. PROPOSAL REVIEW (CONSULTANT SELECTION)

A. EVALUATION AND RATING

The criteria for evaluating the proposals are specified in:

RFP SECTION I - INTRODUCTION / PROJECT DESCRIPTION.

B. SELECTION

The selection committee will be comprised of at least (3) City staff from multiple departments. The committee may interview the top ranking proposers. The City will recommend award of contracts to the proposers who will provide the best value to the City. The City reserves the right to begin negotiations and enter into a contract without interview or further discussions.

V. CONTRACT AWARD

A. REQUEST FOR COUNCIL ACTION

Following evaluation and rating by the proposal review committee and acceptance from Funding agency following financial audit, the Project Manager will recommend award contracts to the three top-ranking proposers that will provide the best value to the City.

B. EXECUTION OF AGREEMENT

The Scope of Services, Schedule, and Fees submitted in the proposal will be the basis of any negotiation of final terms, which will lead to a completed agreement ready for execution based on the standard Agreement attached herein as Attachment 2 in the Appendix.

VI. IMPLEMENTATION

A. KICK-OFF MEETING

A kick-off meeting will be held after award of contracts. Consultants and their team will meet with City of Santa Ana staff to conduct introductions, discuss scope of services, and implementation processes.

B. NOTICE TO PROCEED

Prior to issuance of a formal Notice to Proceed (NTP), Consultants shall provide all required bonds, insurance documents, and contents of the Information Packet for review and approval by the City.



For "On-Call" contracts, individual City Project Managers will request project/task specific proposals from Consultants on an as-needed basis. Proposals will then be evaluated by City staff and written NTPs will be issued accordingly per each task order.

VII. PUBLIC RECORDS

All data, documents and other products used, developed, or produced during response preparation of this RFP will become property of the City. All responses to this RFP shall become property of the City. Proposer information identified as proprietary information be maintained confidential, to the extent allowed under the California Public Records Act.

Proposals will become public record after award of contract. Proposer information identified as proprietary information shall be maintained confidential, to the extent allowed under the California Public Records Act.

**Appendix
ATTACHMENT 1
SCOPE OF WORK**

**CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
WELL 32 REHABILITATION IMPROVEMENTS CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES
RFP NO. 22-051**

INTRODUCTION/PROJECT DESCRIPTION

The City desires to engage a professional consultant to perform Construction Engineering and Management Services for the Well 32 Rehabilitation Improvements Project. The consultant shall provide general Construction Management services to support the construction efforts 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 commissioning 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 Well 32 Rehabilitation Improvements Project:

The estimated construction cost for the Well 32 Rehabilitation Improvements Project is \$13 million. The City anticipates advertising construction bids in the early spring 2022, and starting construction by summer of 2022. Total construction duration for the project is anticipated to be 16 months. The project has federal funding from the Bureau of Reclamation. **See Bid Documents on PlanetBids for project specific plans and specifications.**

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

- Well rehabilitation
- Pavement and concrete work
- Mechanical System
- New Building Construction
- Water service and pipelines
- Pump and motor improvements
- Irrigation and landscaping
- Electrical System
- MCC cabinet replacement
- Site Improvements; paving, concrete sidewalk, etc.
- Road paving
- System Controls and Instrumentation

- Park Lighting
- Basketball / Tennis Court Rehabilitation

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. Inspector(s) shall oversee and inspect all aspects of construction to ensure compliance with the Plans, Specifications, and Special provisions.
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 monitor and enforce the City's Community Workforce Agreement (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.
23. Construction Management Software PROCORE shall be required to interface with contractor.
24. **Optional Task:** 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.

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 outlines in Attachment 2 of this RFP.

**Appendix
ATTACHMENT 2
CONSULTANT AGREEMENT**

THIS AGREEMENT is made and entered into this ___ day of _____, 2022 by and between _____ (“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. The City desires to retain a consultant having special skill and knowledge in the field of:

Construction management and inspection services for the rehabilitation improvements of Well 32.

B. Consultant represents that Consultant is able and willing to provide such services to the City.

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 consulting firm in the field.

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

1. SCOPE OF SERVICES

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Scope of Services - Exhibit A**, attached hereto and incorporated by reference.

2. COMPENSATION

a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in **Compensation - Exhibit B**. The total amount to be expended under this Agreement shall not exceed \$ _____ during the term of this Agreement, including any extension periods exercised under Section 3.

b. Payment by City shall be made within 45 days (forty-five) 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 which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above for a _____ with the option for the City to grant up to a _____ renewals, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 16, below.

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 subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all

Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, 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, and representatives as additional insured(s); (b) be primary and not contributory 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 provisions of Section 3700 of the 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 canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.

- iv. Where the amounts or coverage provided by the certificates of insurance provides coverage greater than those listed by this Agreement, the amounts provided by the certificates of insurance shall be incorporated by reference into the Agreement.
 - v. 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, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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 interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NON-DISCRIMINATION

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

14. EXCLUSIVITY AND AMENDMENT

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

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. TERMINATION

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

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

17. 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.

18. 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.

19. 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.

20. MISCELLANEOUS PROVISIONS

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

21. 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

With courtesy copies to:

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

To Consultant:

| |
|----------------------|
| First & Last Name |
| Title |
| Consultant Firm Name |
| Address |
| City, State, Zip |
| Fax: |

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

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 Funk
Sr. Assistant City Attorney

| |
|----------------------------|
| _____ (name) (title) |
|----------------------------|

RECOMMENDED FOR APPROVAL:

Nabil Saba
Executive Director
Public Works Agency

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

COMPENSATION

Fee Proposal including hourly rates if applicable

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 _____, 20__, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public Signature

Notary Public Seal

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 _____

Signed and Printed Name: _____

Title _____

Date _____

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: _____

Firm: _____

Date: _____

EXHIBIT B



CITY OF SANTA ANA PUBLIC WORKS AGENCY

Well 32 Rehabilitation Improvements
Construction Management and Inspection Services
RFP No. 22-051



DUE: April 22, 2022

BUTIER
Construction Managers, Consulting Engineers

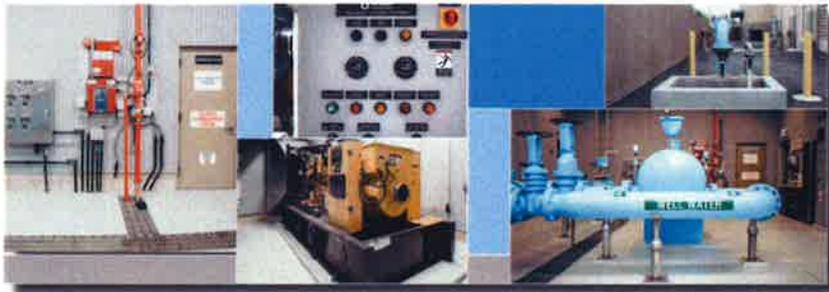
Butier Engineering, Inc.
17822 E. 17th Street
Suite 404
Tustin, CA 92780

T: 714.832.7222
F: 714.832.7211
jrbutier@butier.com
www.butier.com



Proposal to Provide

Well 32 Rehabilitation Improvements Construction Management and Inspection Services, RFP No. 22-051



Due: April 22, 2022

**SECTION A
Cover Letter
(Pages 1-2)**

**SECTION B
Firm & Team Experience
(Pages 3-6)
Resumes**

**SECTION C
Understanding of Need
(Pages 7-10)**

**SECTION D
Relevant Project
Experience
(Pages 11-14)**

**SECTION E
References
(Page 15)**

**SECTION F
Scope of Services
and Schedule
(Pages 16-20)**

**SECTION G
Certifications**

SECTION A

Cover Letter/Contract Agreement Statement



Section A. Cover Letter & Contract Agreement

April 22, 2022

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

Subject: Well 32 Rehabilitation Improvements Construction Management and Inspection Services: RFP No. 22-051

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. 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 dated March 22, 2022, and Addendum No. 1 dated April 14, 2022.

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 Well 32 Rehabilitation Improvements Project, we have assembled a team that has provided construction management and inspection services on a variety of well projects throughout Southern California.

Contract Agreement Statement

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

Designated Principal/Authorized Representative

As President/CFO of Butier Engineering, Inc., Mark M. Butier, Jr. is authorized to make legally binding commitments for the company. He can be contacted directly at (714) 832-7222 and jrbutier@butier.com for future correspondence.

Experience and Established Relationship with City of Santa Ana

Butier is currently providing CM and inspection services for the **South Main Street Corridor Improvement Project and the San Lorenzo Sewage Lift Station Project**. In addition, we coordinated closely with the City's Public Works, Building, and Parks and Recreation Departments while providing CM and inspection services for OCWD's Mid-Basin Injection Wells and Pipeline—Centennial Park Project. Additional relevant projects include the drilling and construction of **Mesa Water District's Chandler Avenue Well No. 12 and Croddy Way Well No. 14 located in the City of Santa Ana** and the City of Tustin's Simon Ranch Reservoir, Booster Pump Station, and Zone 1 and 3 Pipeline Replacement Project, which is also located in Santa Ana.

Experience of Proposed Project Manager

Butier's proposed **Project Manager Omar Dandashi, P.E.** has diverse qualifications in the development of large-scale projects totaling over \$750 million. **He is currently performing as the Project Manager for the City of Santa Ana's South Main Corridor Improvements Project**. In addition, 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.



Team Member Firm

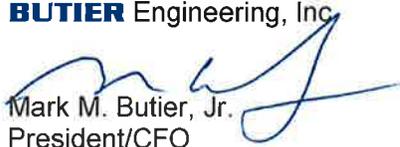
Butier and **ON-SITE Technical Services, Inc.** (Mechanical, Startup & Commissioning) have a 20-year working relationship on major water capital improvement projects for public agencies and special districts throughout Southern California. **ON-SITE is currently providing mechanical/start-up services as a part of Butier's team for Mesa Water District's Chandler Avenue Well No. 12 and Croddy Way Well No. 14 Project.** They conduct QA inspection services on wells, pump stations, recycled water facilities, pipelines, and engineered equipment manufactured at various domestic and international facilities on a daily basis.

Unique Team Features

- **Strong Professional Relationship with Engineer of Record—Butier and Tetra Tech, specifically Mr. Tom Epperson,** have 30 years of project history. Our firm has provided CM and inspection services on several large, multi-phase projects designed by Tetra Tech, including OCWD's Mid-Basin Injection Wells and Pipeline—Centennial Park; City of Tustin's Simon Ranch Reservoir, Booster Pump Station, and Zone 1 and Zone 3 Pipeline Replacement; City of Anaheim's Nohl Canyon Water Storage Tank; and OCWD's Burriss Pump Station Phase 2, just to name a few. **Our long-standing relationship with Tetra Tech and Mr. Epperson will make the development of our management approach more efficient and cost-effective.**
- **Delivering Community Sensitive Projects—**Butier has a successful record of delivering large capital projects under similar project delivery challenges, including **engaged and active community groups**, limited site access, highly restrictive traffic control plans and haul routes, and environmental concerns. Our team has extensive experience balancing the vested interest of the Owner, local jurisdictions, and stakeholder expectations. **We are currently providing public outreach services for the City of Santa Ana's South Main Street Corridor Improvements Project,** which stretches for 2.5 miles from First Street to Dyer Road.
- **Sophisticated IT Infrastructure and Project Documentation—**Butier's web-based platform allows project information to be disseminated via the internet using **Procore**, a cloud-based construction project management software. The program affords the project team with 24/7 visibility into project status and a centralized, comprehensive platform to manage all vital project data. **We are currently using Procore for the City's South Main Street Corridor Improvements Project and San Lorenzo Sewer Lift Station Project.**
- **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 water 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 during construction.

When you choose Butier Engineering, Inc., you are selecting a partner. We will help guide you through the process and keep you informed each step of the way. We are confident that we have assembled a team that will serve the best interests of all project participants. If you have any questions regarding our proposal, please direct them to me for clarification at (714) 832-7222.

Respectfully Yours,
BUTIER Engineering, Inc.


Mark M. Butier, Jr.
President/CFO

SECTION B

Firm & Team Experience



Section B. Firm and Team Experience

Independent Third-Party CM

Butier Engineering, Inc. (Butier) is a Southern California-based firm that provides third-party construction management services, a commitment we made to our clients 45 years ago. Butier services public agencies, special districts, and the private sector in the delivery of heavy civil infrastructure. Our project expertise includes water and wastewater treatment, conveyance, and storage; transportation; and public facilities. This focused expertise has enabled us to deliver over \$1.5 billion of public infrastructure projects.

Comprehensive Services

Our team demonstrates a depth of experience in the services outlined in the City's scope of work. Working closely with client, designer, and contractor, we create efficient teams to manage the day-to-day flow of construction activities, project documents, and public affairs to keep a project on its critical path toward successful completion. Through distinct lines of authority, responsibility, and communication, we streamline the scope of services to eliminate redundancies and carefully control the crucial time, cost, and quality elements of the project.

Committed, Available Resources

Butier is committed to providing the City with the required level of resources and staffing flexibility to meet the demands of the Well 32 Rehabilitation Improvements Project. Our team of 45 construction management professionals consists of skilled project managers, schedulers, estimators, and inspectors who have successfully managed well rehabilitation projects throughout Southern California. 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 inspection staff possess certifications from the **American Concrete Institute, American Welding Society, International Code Council, NACE International, and Post Tension Institute.**

Local + Flexible = Responsive

Butier's office is centrally located at 17822 E. 17th Street in Tustin, CA. Hence, we are able to provide responsive service to our clients throughout Southern California. Given the dynamic nature of construction services, it is

important that the team can accommodate changing demands without compromising quality.

Collaborative Effort

Butier has established a strong relationship with the City, having performed CM and inspection services for several capital improvement projects. We have extensive experience integrating City staff into

our field team. Our proven work strategies help eliminate unnecessary iterations of schedule milestones and provide adequate notice to City staff for coordination of work. In addition, Butier has formed excellent relationships with key project stakeholders.

Staffing Efficiencies

Our Senior Schedulers provide resource-loaded Oracle Primavera P6 schedules that are utilized to define specific tasks for construction management and field inspection activities. This allows us to segregate costs to each project and evaluate the potential of staffing efficiencies. We compare the construction baseline schedule against the program level construction management staffing plan. A disciplined review of concurrent construction schedules offer the opportunity to share resources among multiple projects.





Meet Our Well 32 Project Team!



OMAR 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.

of Santa Ana, Public Works Agency during his role as Butler's Project Manager for the South Main Street Corridor Improvements Project. He is responsible for multiple stakeholder coordination, overseeing public relations and community outreach activities, and supervising the QA field inspection team.

Education

Master of Science, Engineering, University of California, Irvine

Bachelor of Science, Engineering, University of California, Irvine

License/Registration

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

Omar is the Senior Vice President of Blue Mountain Development, and he is 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.

In addition, **Omar was the Program/Construction Manager for the City of Ontario's Ontario Ranch** – a 4,000-acre major expansion known as New Model Colony. **The project included \$500-million of infrastructure components**, including over 35 miles of new roadways, underground infrastructure, bridges, water distribution, and parks for the 19,000-home residential community.

Omar has established a strong working relationship with the City

The value of Butler's CM team to the City of Santa Ana, Public Works Agency (City) will be in the collective experience and abilities of our individual members to provide independent, third-party CM and special inspection support services; meet the City's cost and schedule objectives; build upon strong relationships with project stakeholders; provide flexible staffing economies; and integrate the CM Team with City Operations Personnel.

Project management and inspection responsibilities will be handled by the project team member best experienced to provide the needed service. The Project Manager will represent the City Construction Manager in the field and will be responsible for managing the project field office, field personnel, and subconsultants. Our Lead Field Inspector will implement the QA/QC program and prepare reports required to document daily activity.

In addition, all technical support, contracts administration, and project controls will fall under the Project Manager's responsibility with the assistance of the Contract Administrator.

This is a more lean and efficient use of contract administration budgets by matching staff skills to project needs. Our CM team is vigilant during all phases of a project to meticulously document project activities and to minimize Contractor claims.

With the use of Butler's sophisticated construction project management software, combined with our established relationships, we can streamline the review and approval processes. Omar will maintain direct access to key decision-makers and end-users, which will help keep the project moving. However, he will always receive approval from the Engineer.



City of Santa Ana, Public Works Agency

Well 32 Rehabilitation Improvements
Construction Management and Inspection Services, RFP No. 22-051

Mark M. Butier, Jr.

Project Director / Community Outreach Support

Throughout Mark Butier's 33-year career, he has focused on providing professional project management, construction management, and claims mitigation services on major water / wastewater treatment, storage, and transmission pipeline projects. He will meet with City representatives at key project milestones, as appropriate. In addition, Mark has served 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.

Casey Harris

Senior Scheduler/Claims Analysis

Casey has 45 years of experience as a project manager, resident engineer, scheduler, and estimator. His capital improvement project experience represents over \$700 million in construction costs. He is an expert CPM scheduler and is proficient in Primavera Project Planner. He is currently performing as Senior Scheduler for the City's South Main Street Corridor Improvements.

Steve Naylor, ACI, ICC

Lead Field Inspector

As a Senior Quality Control Inspector, Steve has managed the scheduling and daily field operations for various water capital improvement and public facility projects. He has over 30 years of field construction experience and is ICC certified in reinforced concrete with specific experience in code enforcement, performing inspections on reinforcement and concrete placement, shotcrete, high-strength non-shrink grout, and epoxy work on retrofitting. His broad range of experience includes wells, pump stations, reservoirs, treatment facilities, pipelines, and bridges.

Bruce Phillips

Electrical Inspector

Bruce brings over 30 years of experience in industrial and commercial construction. He has focused the last 20 years of his career on providing

construction cost estimating, project management, human resources (craft), client development and client management services. His skills include a comprehensive array of experience in operations, management, project management, estimating and start-up/commissioning services in water and wastewater treatment facilities, upstream oil and gas production, petroleum refining, petro-chemical, food processing and power generation.

Frankie Alonso

Field Inspector

Mr. Alonso is a results-oriented, hands-on construction professional with 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.

Bryan Wilson

Contract Administrator

Bryan will be responsible for the initial set up of Procore—a cloud based construction project management solution—to organize, manage, and control project documentation. He will provide training to project team members during the pre-construction phase and assist the Field Engineer at substantial completion with preparing the electronic project records for final submittal to the City.

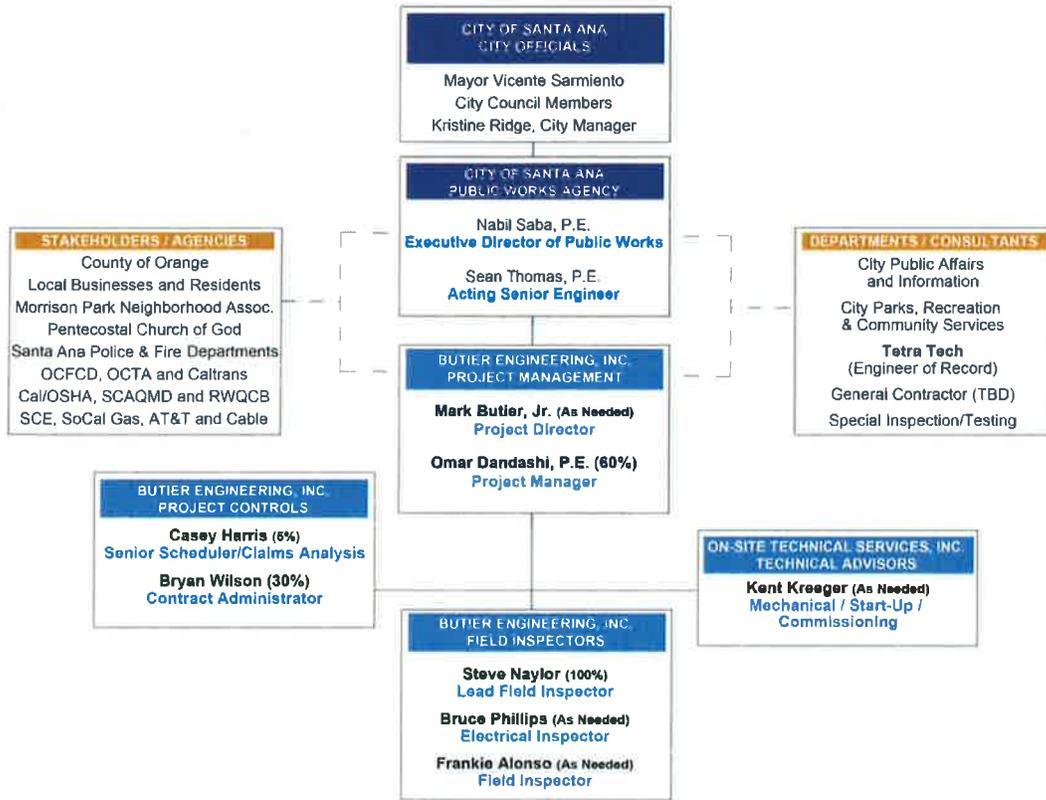
Kent Kreeger

Mechanical/Start-Up/Commissioning

Kent has over 30 years of direct QA Management experience providing inspection and engineering support of projects both domestic and overseas. He has direct experience in the hydroelectric, power generation, petrochemical and water industries providing engineering support in all aspects of rotating and stationary equipment operation and reliability. Kent has a proven track record managing domestic and overseas fabrication inspection assignments.



City of Santa Ana, Public Works Agency
Well 32 Rehabilitation Improvements
Construction Management and Inspection Services, RFP No. 22-051



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

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.

Mr. Butier has 25 years of varied experience as an Assistant Resident Engineer and Inspector for municipal and governmental agency projects. Primary emphasis has been in municipal water and wastewater transmission and treatment projects, as well as landfills. His responsibilities include project field engineer / inspector in quality control for civil inspection; shop drawing review and approval; full responsibilities for contract administration; CPM scheduling; cost controls; and contractor claims and changes.

Project Experience

Project Director, Mid-Basin Injection: Centennial Park Project; Santa Ana, CA; Orange County Water District (Estimated Completion: 2019; Value: \$23.2 million)—The Butier Team is providing constructability review, project coordination, resident engineering, and construction inspection services for the Mid-Basin Injection Wells Project located within Santa Ana's 87-acre Centennial Park. The wells will be used to directly inject product water from the District's GWRS into the principal groundwater aquifer. The project consists of the following: construction of four (4) groundwater injection wells in below grade vaults (approximately 1,200 feet deep); construction of a monitoring well at the Heritage Museum site; construction of 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; construction of 4,200 LF of 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 with the Park; demolishing an existing City of Santa Ana restroom facility; and construction of two new buildings with shared City and District uses.

Project Director, 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.

Project Director, EW-1 Well Equipping Project; Fullerton, CA; Orange County Water District (Estimated Completion: September 2017; Value: \$1,092,074)—Mr. Butier is overseeing the construction management and inspection services team for the well equipping project, which is located on private property in Fullerton Industrial Park. EW-1 was one of six extraction wells that was part of a 2008 project to contain groundwater with elevated concentrations of volatile organic compounds (VOCs). However, the project was put on hold and the wellhead was not constructed, a pump was not installed, and considerable biological growth formed inside EW-1 as it sat idle for over eight years. The current project includes rehabilitation and redevelopment of the well, completing construction of the wellhead, installing a submersible pump and shroud, and constructing piping and a connection to a nearby OCSD sewer trunk line in State College Blvd. for discharge of the pumped groundwater. The Butier Team coordinated with OCWD, the Contractor, and the property owner's association to select an acceptable temporary piping route to the nearest storm drain. In addition, a grade separation project is being constructed concurrently in State College Blvd. adjacent to Fullerton Industrial Park. The Butier Team is the main point of contact between the Contractor and the City of Fullerton, OCTA and OCSD, to assist in coordinating project construction activities.

Project Director, Chino II Well Field Equipping of Raw Water Wells Nos. II-10 and II-11; Eastvale and Ontario, CA; (Chino Basin Desalter Authority Completion: 2017; Value: \$3.8 million)— The scope of work included equipping of two water wells including, but not limited to, the following: construction of 16'8" W x 41'4"L x 16"H reinforced masonry block building; installation of 3,300 gpm vertical turbine stainless steel pumping unit and 600 hp premium efficiency motor, 16-inch diameter epoxy lined steel discharge header pipe, 12-inch diameter pump to waste piping, 16-inch diameter flow meter, site pressure piping and tubing, valves, taps and corp stops, pressure gages, 16-inch diameter C905 PVC underground discharge pipeline, and connection to existing 24-inch diameter discharge pipeline; and on- and off-site electrical, including power, control, lighting, underground electrical duct, instrumentation equipment and panels, switchgear, VFD and motor control center equipment, and installation of SCADA equipment. The project included close coordination with the City of Ontario, City of Eastvale, County of San Bernardino County Flood Control District, Southern California Edison, and local businesses and residents.

Project Director, Simon Ranch Reservoir, Booster Pump Station, and Pipeline Replacement Project; North Tustin, CA; City of Tustin (Duration: 03/2020 – 08/2021; Value: \$14.5 million)—Simon Ranch Reservoir is located in North Tustin surrounded by a residential neighborhood of

large custom homes. The purpose of the project is to upgrade the aged infrastructure to ensure continued domestic water and fire water protection for the region. The current fire flow protection will be increased from 700 GPM to over 3,000 GPM. The scope of work includes the demolition and removal of the existing rectangular buried concrete reservoir and replacing it with a 1.0 MG circular prestressed concrete tank. Additional scope items include replacement of existing pipelines; construction of Zone 3 piping, as well as 5 new fire hydrants; construction of a new booster pump station at the reservoir site; 1- 500 kW standby emergency generator with an automatic transfer switch; Zone 3 and Zone 1 interconnection through a pressure regulating valve; replacement of asphalt at Valhalla and Outlook; and grading and shoring operations.

Project Director, Trampas Recycled Water Pump Station; San Juan Capistrano, CA; Santa Margarita Water District (Est. Completion: October 2020; Value: \$5.3 million)— The scope of work for construction of the TRWPS included; earthwork, precise grading, site improvements, CMU building, perimeter fencing and motorized swing gate, drainage facilities, electrical and telemetry equipment, vertical turbine booster pumps and motors, buried piping, above-ground piping, manual and automated valves, flow meters, surge tanks with air compressors, pump building with electrical room, HVAC system for pump building, paving, concrete, instrumentation and control systems, sound attenuating features, and cathodic protection.

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

PROJECT ROLES

Project Executive

Forward Planning
Director

Program Manager

Technical Project
Manager

Senior Strategist

YEARS OF EXPERIENCE

25+

AREAS OF EXPERTISE

Construction
Management

Program Management

Contract Bidding

Value Engineering

Community Outreach

Regulatory Compliance

Environmental

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

Project Manager, South Main Street Corridor Improvements Project, City of Santa Ana, Public Works Agency (Completion: 2022; Value: \$12.8 million)—The project will create a safer and more vibrant street for the community by revitalizing a 2.5-mile stretch of Main Street from First Street to Dyer Road. The improvements consist of monument signs, enhanced lighting, decorative sidewalk extensions / bulb outs, landscaping, irrigation, traffic signals, signing, striping, street pavement rehabilitation, and railroad coordination that is taking place concurrently as part of a Water Resources Division project. In addition, the improvements include replacing aging and deficient water mains, sewer mains, fire hydrants, sewer maintenance holes, water services, and sewer laterals within the project limits.

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

B.S., Construction
Engineering, Arizona
State University, 1977

Graduate Studies,
Arizona State
University

Professional Summary

Mr. Harris has 45 years of varied experience as a project manager, construction manager, resident engineer, and senior scheduler. As the on-site/owner representative for major municipal, public agency, and special district capital improvement projects, Mr. Harris has successfully managed the construction of multi-million-dollar water and wastewater treatment, pipeline, airport, solid waste landfill, and port facilities. Collectively, this project experience represents over \$700 million in construction costs.

Mr. Harris' expertise is in contract administration for design/build, design/bid/build, and construction management programs. He is an expert CPM scheduler, has established and implemented effective change order control systems, negotiated change orders with design/build contractors, performed routine shop drawing reviews, and resolved contractor claims.

Project Experience

Senior Scheduler, San Lorenzo Sewer Lift Station; Santa Ana, CA; City of Santa Ana, Public Works (Completion: 04/2021; 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.

Senior Scheduler, Mesa Water District Wells No. 12 and 14, South Croddy Way and West Chandler Avenue; Santa Ana, CA; (Estimated Completion: June 2022; Value: \$18,500,000) Butier is providing

constructability review, project coordination, resident engineering and construction inspection services for the drilling and construction of two 3000 to 4000 GMP municipal water supply wells that will produce groundwater from selected water-bearing zones using the reverse-circulation rotary drilling technique. Both wells are being constructed in compliance with local codes and regulations and in accordance with the California Water Code, and American Water Works Association (AWWA) Standard for Water Wells (AWWA A100-15).

Senior Scheduler, 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 closely with the City of Santa Ana, Santa Ana Unified School District, Heritage Museum, and state and federal agencies.

Senior Scheduler, EW-1 Well Equipping Project; Fullerton, CA; Orange County Water District (Estimated Completion: September 2017)— EW-1, which is located on private property in Fullerton Industrial Park, the project included rehabilitation and redevelopment of the well, completing construction of the wellhead, installing a submersible pump and shroud, and constructing piping and a connection to a nearby OCSD sewer trunk line in State College Blvd. for discharge of the pumped groundwater. The Butier Team is coordinating with OCWD, the Contractor, and the property owner's association to select an acceptable temporary piping route to the nearest storm drain. In addition, a grade separation project is being constructed concurrently in State College Blvd. adjacent to Fullerton Industrial Park. The Butier Team is the main point of contact between the Contractor and the City of Fullerton, OCTA and OCSD, to assist in coordinating project construction activities.

Senior Scheduler, South Main Street Corridor Improvements; Santa Ana, CA; City of Santa Ana Public Works Agency (Completion: 2022)— Butier is providing CM, inspection, and public outreach services for the revitalization of a 2.5-mile stretch of Main Street from First Street to Dyer Road. The scope of work includes monument signs, lighting, decorative sidewalk extensions / bulb outs landscaping, irrigation, traffic signals, signing, striping, street pavement rehabilitation, and railroad coordination. The improvements will **replace aging and deficient water mains, sewer mains, fire hydrants, sewer maintenance holes, water services, and sewer laterals**. The improvements consist of five individual projects, including South Main Sewer Improvements, South Main Street Corridor Improvements, Main Street Rehabilitation from Edinger Avenue to First Street, Main Street Rehabilitation from Warner Avenue to Edinger Avenue, and Main Street Rehabilitation from Dyer Road to Warner Avenue.

Project Manager, Multiple Safe Drinking Wellhead Treatment Project— California American Water Company Arlington Well, Lynwood Well No. 11, and Huntington Park Well No. 15; Los Angeles, CA; Water Replenishment District of Southern California (Combined Duration: 07/2018 — 04/2021; Combined Value: \$4,823,064)—Mr. Harris is responsible for providing construction management services for the Multiple Safe Drinking Wellhead Treatment Project. The project is a part of WRD's Safe Drinking Water Program. The scope of work includes the installation of wellhead treatment equipment on wells that have been contaminated with volatile organic compounds (VOCs).

EDUCATION

01/08/2020, OSHA 29 CFR Training, Permit-Required Confined Space Entry

2002 CPN Training Course, Radiation Safety and Nuclear Gauges

2002 ACI Re-Certification Course

2001 OSHPD Preparation Course

2001 ICBO Re-Certification Course

1998 ICBO Re-Certification Course

1996 ACI Re-Certification Course

LICENSES / CERTIFICATIONS

American Concrete Institute, ACI Concrete Field Testing Technician, Grade I, Exp. 03/16/2024

ICC Reinforced Concrete Special Inspector-Legacy, No. 0884971, Exp. 12/05/2022

ICC Structural Masonry Special Inspector, No. 0884971 Exp. 12/05/2022

ICC Spray-Applied Fireproofing Special Inspector, No. 884971 Exp. 12/05/2022

Professional Summary

Mr. Naylor brings over 30 years of field construction experience. As a civil / structural / mechanical inspector for Butier, Mr. Naylor works primarily on water capital improvement and public facility projects. He is ICC certified in reinforced concrete with specific experience in code enforcement, performing inspections on reinforcement and concrete placement, shotcrete, high-strength non-shrink grout and epoxy work on retrofitting.

His ability to read plans and knowledge of building code interpretation and enforcement facilitate the execution of inspection duties typically assigned, including utility / agency coordination, preparation of daily reports, overseeing specialty subcontractors, reviewing and responding to RFIs and field memo responses, interpretation of drawings, and general correspondence with design engineers.

Mr. Naylor's broad range of work experience has included multi-level parking structures, schools, commercial and government structures, bridges, water reservoirs, and pouring in-place caissons throughout Orange, Los Angeles, and Riverside counties. He has served as apprentice, journeyman, and foreman running crews for his family-owned plastering business, as well as partner responsible for quality control, payroll, finance, and bidding.

Project Experience

Field Inspector, Lynwood Well No. 11 Treatment Project; Lynwood, CA; Water Replenishment District of Southern California (Value: \$932,306)—

Steve was responsible for providing field inspection services for the Lynwood Well No. 11 Treatment Project. The project is a part of WRD's Safe Drinking Water Program, which promotes the cleanup of groundwater resources at specific well locations that have been adversely affected by years of improper disposal of industrial solvents. The scope of work included the installation of wellhead treatment equipment on wells that have been contaminated with volatile organic compounds (VOCs). The contaminant for all of the wells is Trichloroethylene (TCE) and the proposed treatment system for each is the Granular Activated Carbon (GAC) System.

Field Inspector, Chino Creek Well Field Equipping-Wells I-16, I-17, and I-18; Chino, CA; Chino Basin Desalter Authority (Value: \$1.5 million)—

Steve provided inspection services for the Equipping of Chino Creek Well Field Wells I-16, I-17 & I-18 project, which is a part of the Chino Desalter Phase 3 Expansion. The groundwater wells were equipped as part of the CDA Phase 3 Expansion Project. In addition to well equipping, the project included the installation of 625 LF of 8" diameter HDPE corrugated storm drain pipe and the grading and paving of the well sites. Coordination with other projects was required, including connection of well discharge lines to the Chino Creek Well Field Raw Water Pipeline. The project also involved coordination with the City of Chino to secure the required permits.

Field Inspector, Groundwater Replenishment System Final Expansion Project; Fountain Valley, CA; Orange County Water District (Value: \$196,214,745)—The GWRSFE is a water supply project designed to provide

an additional 31,000 AFY of advanced treated wastewater (recycled water) to the groundwater basin in north and central Orange County. The GWRSFE scope of work includes upgrading the existing 100 MGD Advanced Water Purification Facility (AWPF) by adding 30 MGD of additional capacity; constructing Plant No. 2 Secondary Effluent Conveyance Facilities; and rehabilitating an existing pipeline between Plant No. 2 and Plant No. 1 to bring secondary effluent to the GWRS.

Field QA/QC Representative, Ridgeline Booster Pump Station; Lake Forest, CA; Trabuco Canyon Water District (Value: \$2,073,600)—Butier provided construction management, inspection, specialty inspection, and materials testing services. The scope of work included installation of three (3) 2 CFS turbine pumps; upgrade of one 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.

Field Inspector, Milliken 1010 Zone Pump Station; Chino, CA; Chino Basin Desalter Authority (Value: \$1.3 million)—Provided inspection services for the construction of the Milliken 1010 Zone Pump Station located in Chino, CA. The pump station was constructed as a part of the CDA Phase III Expansion Project. The scope of work included the following potable water improvements: construction of a ventilated CMU Pump Station, 198 LF of 16-inch discharge piping and interconnection to an existing 30-inch transmission line, and 24-inch suction piping and interconnection to an existing 24-inch transmission line; installation of 3 vertical turbine pumps and associated piping, fittings, valves, appurtenances, electrical instrumentation, and controls; and site improvements, including grading and paving and restoration of existing improvements.

QC Inspector, Edward C. Little Water Recycling Facility, Phase IV Design-Build Expansion, El Segundo, CA; West Basin Municipal Water District (Value: \$53 million)—New facilities increased the capacity of Barrier water to 12.5 MGD, and Title 22 water to 40 MGD. The expansion to the Barrier Water Treatment System included cartridge filters, chemical addition, microfiltration, reverse osmosis, ultraviolet irradiation, and product water pump station. The expansion of the Title 22 Treatment System included conversion of an existing clarifier and existing filters, an additional 5.0 MG pre-stressed concrete product water storage tank, pump station, and modifications to the existing disinfection system. Steve verified QC procedures to ensure that adequate methods of QC inspection were employed.

**EDUCATION/
TRAINING**

Graduate of
IBEW/NECA Local 11
Apprenticeship 1986

Graduate of
Instrumentation I & II
(1989), Electrical
Training Institute

Completed Foremanship
Class (ETI)

**LICENSES /
CERTIFICATIONS**

Master Electrician,
State of Colorado

Contractor's License
(Inactive), California,
Arizona and Nevada

SOFTWARE

Estimating (McCormick
Estimating Software)

Project Scheduling/Cost
Control (Microsoft
Projects)

MS Excel, Word,
PowerPoint

AFFILIATIONS

Member, Occupational
Safety Council of
America (OSCA)

**AREAS OF
EXPERTISE**

Field Engineering and
Electrical Design

Electrical Inspection and
Specification
Acceptance

Client/Construction
Representative

Integrator of Ray-Chem
and Chromalox Heat
Trace Products

Professional Summary

Mr. Phillips brings over 30 years of experience in industrial and commercial construction to Butier Engineering, Inc. He has focused the last 20 years of his career on providing construction cost estimating, project management, human resources (craft), client development and client management services. His skills include a comprehensive array of experience in operations, management, project management, estimating and start-up/commissioning services in upstream oil and gas production, petroleum refining, petro-chemical, wastewater treatment, food processing and power generation.

Project Experience

Electrical Inspector, Groundwater Replenishment System Final Expansion Project; Fountain Valley, CA; Orange County Water District (Duration: 2019 —2023; Value: \$193,977,148)— The GWRSFE is a water supply project designed to provide an additional 31,000 AFY of advanced treated wastewater (recycled water) to the groundwater basin in north and central Orange County. The GWRSFE scope of work includes upgrading the existing 100 MGD Advanced Water Purification Facility (AWPF) by adding 30 MGD of additional capacity; constructing Plant No. 2 Secondary Effluent Conveyance Facilities; and rehabilitating an existing pipeline between Plant No. 2 and Plant No. 1 to bring secondary effluent to the GWRS.

Pacific Gas and Electric — EPC: Guernsey 20 MW Solar Project
Project Magnitude: \$ 85,000,000

Chevron SJBU – Cymric Lease Managed Maintenance and New Construction Projects
Project Magnitude: \$ 12,000,000

Ormat Geo Thermal Project; Brawley, CA — Installation of 4 – 10 MW Geothermal Steam Turbines
Project Magnitude: \$ 3,300,000

Occidental Petroleum; Clayton, NM — Installation of 2 - CO2 Compressor
Project Magnitude: \$2,800,000

Tech Conveyor; Memphis, TN — Installation of 5 miles of Box Conveyor
Project Magnitude: \$ 4,500,000

Big West of California; Bakersfield, CA — Tank Gauging Project
Project Magnitude: \$ 1,200,000

EDUCATION

Health and Safety Program (OSHA)

Management Skills Program

Trench Shoring Program

Hazard Material Program (40-hour course)

Dust Control (8-hour course)

Professional Summary

Mr. Alonso is a results-oriented, hands-on construction professional with 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, Groundwater Replenishment System Final Expansion Project; Fountain Valley, CA; Orange County Water District (Duration: 2019 —2023; Value: \$193,977,148)—Mr. Alonso is providing field inspection services for the Groundwater Replenishment System Final Expansion (GWRSFE) Project. The GWRSFE is a water supply project designed to provide an additional 31,000 AFY of advanced treated wastewater (recycled water) to the groundwater basin in north and central Orange County. The GWRSFE scope of work includes upgrading the existing 100 MGD Advanced Water Purification Facility (AWPF) by adding 30 MGD of additional capacity; constructing Plant No. 2 Secondary Effluent Conveyance Facilities; and rehabilitating an existing pipeline between Plant No. 2 and Plant No. 1 to bring secondary effluent to the GWRS.

Field Inspector, San Lorenzo Sewer Lift Station; Santa Ana, CA; City of Santa Ana, Public Works (Completion: 04/2021; 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.

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 Intake Modifications Project includes the design and construction of Phase 1 of a new pumping station to provide source water to the existing 50 MGD Carlsbad Seawater Desalination Plant. Phase I utilizes existing NRG facilities to provide source water supply to the Plant, including the following: a) New brine dilution pumps and discharge piping; b) Intake structure modifications to accommodate pump

station wet-well; c) Extension of the existing 63-inch HDPE brine line; d) Modifications to the existing Generation Station forebay including the replacement of existing Generation Station screen backwash pumps and discharge piping; e) Electrical building and equipment; f) Modifications to Generation Station's stormwater and groundwater infiltration modifications; and g) Tie-in to the 12 kV service at the CDP.

Field Inspector, Rawlings Reservoir Repair and Replacement; Tustin, CA; City of Tustin (Completion: 2013; Value: \$12.5 million)—Mr. Alonso performed construction inspection services for the replacement of the Rawlings Reservoir, which required 150,000 CY of grading. The City's former 4.0-million gallon hopper bottom reservoir was taken out of service due to its age and deteriorating condition. After its decommissioning, the City proceeded with the design of two 3.0-million gallon pre-stressed concrete (circular DYK-style) water storage tanks to replace the reservoir. Prior to bidding, Butier assisted the City with solving construction access and temporary shoring issues. The project originally required the construction of a tie-back retaining wall, which would have extended the project into an adjacent property. At the City's direction, Butier performed a constructability review and proposed using a cantilevered shoring system, which would keep the project within the City's property line. In addition, Butier assisted the City in obtaining a temporary construction easement from the adjacent landowner to the north. Use of this undeveloped property provided the Project team with an access road down to the bottom of the tank elevation, as well as laydown and stockpiling areas.

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.

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, Newport Trunk Sewer and Force Mains, Bitter Point Pump Station to Coast Trunk Sewer; Newport Beach, CA (Orange County Sanitation District)—Inspector for the Newport Trunk Sewer and Force Mains project, which consisted of the construction of two sanitary sewer force mains and a sanitary sewer gravity main. The scope of work included construction of the following: 6,600 feet of 36-inch internal diameter sanitary sewer force main from the Bitter Point Pump Station to Plant No. 2; 2,040 feet of 36-inch internal diameter sanitary sewer force main parallel to the said force main from the eastern side of the Santa Ana River to Plant No. 2; 3,550 feet of 12-inch internal diameter sanitary gravity sewer from the Newport oil field to the existing Bitter Point Pump Station; a tunnel 1,400 feet long crossing underneath Santa Ana River and a tunnel approximately 240 feet long inside Plant No. 2 to install a 96-inch steel casing; a junction structure and non-standard vortex manhole inside Plant No. 2; and 6,500 lineal feet of fiber optic duct bank.

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.

Inspector, Colorado River Aqueduct Siphons, Transitions, Canals, and Tunnels Rehabilitation and Improvements (Metropolitan Water District of Southern California)—Butier Engineering, Inc. provided a team of 19 construction managers and specialty inspectors to perform construction management and inspection services for the annual shutdown of the 242-mile Colorado River Aqueduct. The aqueduct consists of two reservoirs, five pumping plants, 63 miles of canals, 92 miles of tunnels, and 84 miles of buried conduit and siphons. Its capacity is 1.3 million acre-feet per year. The rehabilitation and improvement project required the team to work 12-hour days, 7 days a week for 21 consecutive days.

EDUCATION

B.S., Engineering
Technology—
Construction, California
State Polytechnic
University, Pomona,
2000

**AREAS OF
EXPERTISE**

CPM Project
Scheduling
Cost Control
Quality Control
Construction &
Specialty Trade
Estimating
Cost Valuation
Value Engineering
Construction
Inspections
Surveying
Structural Design
Change Order
Negotiation
Cost Segregation
Studies
Project Organization
Engineering
Management
Owner Presentations
Project Review

Professional Summary

Mr. Wilson has over 20 years of construction estimating, cost review, inspection, contract administration, and field engineering management experience. He has analyzed and reviewed cost estimates for hundreds of projects ranging from underground pipelines to high-rise office buildings. These projects involved the training and management of engineers and estimators to determine and track construction costs and activities. Mr. Wilson's detailed estimating experience covers all aspects of building and heavy civil design and construction, including earthwork, structural, mechanical, electrical, and plumbing components. He has conducted numerous physical inspections in order to verify the accuracy and scope of quantities and cost estimates derived from construction blueprints. He also has experience in organizing and tracking requests for information (RFI), project scheduling, negotiating construction change orders, and value engineering analyses.

Mr. Wilson's range of professional experience includes working for and with construction management firms, general contractors, architecture and engineering firms, and public accounting and consulting firms. He has also provided asset valuation and classification consulting services to real estate appraisers and construction companies. He has prepared construction cost estimate studies for federal tax depreciation classification and successfully defended these studies when audited by the Internal Revenue Service.

Project Experience

Office Engineer/Document Control Specialist, Mid-Basin Injection: Centennial Park Project; Santa Ana, CA; Orange County Water District (Duration: 07/17 — 03/20; 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.

Field Engineer, Mesa Water District Wells No. 12 and 14, South Croddy Way and West Chandler Avenue; Santa Ana, CA; (Estimated Completion: June 2022; Value: \$18,500,000) Butier is providing constructability review, project coordination, resident engineering and construction inspection services for the drilling and construction of two 3000 to 4000 GMP municipal water supply wells that will produce groundwater from selected water-bearing zones using the reverse-circulation rotary drilling technique. Both wells are being constructed in compliance with local codes and regulations and in accordance with the California Water Code, and

American Water Works Association (AWWA) Standard for Water Wells (AWWA A100-15).

Document Control, 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.

Document Control, EW-1 Well Equipping Project; Fullerton, CA; Orange County Water District (Estimated Completion: September 2017)—

EW-1, which is located on private property in Fullerton Industrial Park, the project included rehabilitation and redevelopment of the well, completing construction of the wellhead, installing a submersible pump and shroud, and constructing piping and a connection to a nearby OCSD sewer trunk line in State College Blvd. for discharge of the pumped groundwater. The Butier Team is coordinating with OCWD, the Contractor, and the property owner's association to select an acceptable temporary piping route to the nearest storm drain. In addition, a grade separation project is being constructed concurrently in State College Blvd. adjacent to Fullerton Industrial Park. The Butier Team is the main point of contact between the Contractor and the City of Fullerton, OCTA and OCSD, to assist in coordinating project construction activities.

Field Engineer, 8 MG Peck Reservoir Replacement Project; Manhattan Beach, CA; City of Manhattan Beach (Completion: 04/29/2022; Value: \$31.1 million)—

The Butier Team is providing construction management, inspection, public relations, environmental impact monitoring, and soils/materials testing services. The scope of work includes construction of the following: 8 MG partially-buried cast-in-place concrete reservoir 270 feet long by 190 feet wide; 925 SF Operations Building for office space and water quality laboratory; 1,950 SF cast-in place concrete Pump Station and Electrical Control Building; 3,000 SF of water treatment facilities, including two (2) horizontal filtration tanks, a protected chlorine and ammonia chemical storage building, and a glass-fused bolted steel vertical back wash tank; ancillary facilities, including diesel standby generator, transformer, yard piping, access vaults, infiltration drywells, retaining wall, access road, pavement, fencing, gates, and landscaping; and replacement of raw water transmission pipeline, construction of chemical dosing and containment piping, new sewer discharge pipeline connection, new utility connections, and new curb, gutter, and sidewalks.



Kent Kreeger

Mechanical / Start-Up / Commissioning

EDUCATION

B.S. Mechanical Engineering, 1977 – 1982 Cal Poly Pomona

YEARS' EXPERIENCE

32 Years (QA/QC)

25 Years (Inspection Management and Coordination)

Professional Summary

Mr. Kent Kreeger has over 25 years of direct QA Management experience providing inspection and engineering support of projects both domestic and overseas. Mr. Kreeger's direct experience in the Hydroelectric, Power Generation, Petrochemical and Water Industry providing engineering support in all aspects of rotating and stationary equipment operation and reliability. Has a proven track record managing domestic and overseas fabrication inspection assignments. Provides technical support to difficult fabrication and construction problems. Provides Start up support and failure analysis services.

Areas of expertise include inspection of mechanical equipment, welded structures, pressure vessels, **fiberglass reinforced tanks and pipe**, large diameter water pipe, fabricated valves, and engineered equipment. Experienced in the fabrication and testing and start-up support of hydroelectric power generation equipment, rotating equipment including pumps, motors, steam and gas turbines, compressors and generators. Provides failure analysis support and solutions to difficult performance problems with mechanical systems.

Knowledgeable and experienced in functional testing, debugging, **start-up and commissioning of systems related to water treatment, water distribution**, large pumping stations, electrical equipment, components and instrumentation, SCADA, and other equipment and systems.

Supported the fabrication inspection of switchgear, transformers, MCCS, control systems and PLCS; **extensive experience in FRP fabrication and testing of filament wound tanks** and pipe, and hand laid up assemblies; has inspected the application of all types of coating systems used in industrial applications.

Successfully directed international based inspections in the following countries; Canada, Mexico, Brazil, Korea, Japan, England, Scotland, France, Germany, Spain, Poland, Sweden, Portugal, Austria, Indonesia, and India. Projects included large diameter valves, pumps and hydraulic turbine generators, forgings and welded structures, pressure vessels, and mechanical assemblies.

Project Experience

Mid-Basin Injection: Centennial Park Project; Santa Ana, CA; Orange County Water District (Duration: 07/17 — 03/20; 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.

Mesa Water District Wells No. 12 and 14, South Croddy Way and West Chandler Avenue; Santa Ana, CA; (Estimated Completion: June 2022; Value: \$18,500,000) Butier is providing constructability review, project coordination, resident engineering and construction inspection services for

the drilling and construction of two 3000 to 4000 GMP municipal water supply wells that will produce groundwater from selected water-bearing zones using the reverse-circulation rotary drilling technique. Both wells are being constructed in compliance with local codes and regulations and in accordance with the California Water Code, and American Water Works Association (AWWA) Standard for Water Wells (AWWA A100-15).

Edward C. Little Water Recycling Facility Phase V Design-Build Expansion; El Segundo, CA; West Basin Municipal Water District (Completion: 05/2013; Value: \$61,854,989)—Provided shop fabrication inspection and field construction inspection support as a sub-consultant to Butier Engineering, Inc. As a part of the project, West Basin expanded Title 22, Barrier Water and Low Pressure Boiler Feed water treatment processes. The Phase V project involved expanding the Title 22 pretreatment capacity by 10 MGD to achieve a total treatment capacity of 40 MGD, along with expanding the Barrier Water production from 12.5 MGD to 17.5 MGD and the Low Pressure Boiler Feed water production from 1.7 to 2.2 MGD to serve Single-Pass RO water to NRG's El Segundo Power Plant. The Phase V project addressed numerous capacity expansion and treatment process upgrades. The project included, but was not limited to, the following components: Ozone-Microfiltration Pretreatment Process; West Coast Barrier; El Segundo Power-Low Pressure Boiler Feed Water; Title 22 Facility-High Rate Clarifier Expansion; Title 22 Pump Station; Chemical Facilities; and miscellaneous civil work.

Expansion of the Leo J. Vander Lans Water Treatment Facility; Water Replenishment District of Southern California (Completion: 07/2014; Value: \$31,588,721)—Provided shop fabrication inspection and field construction inspection support as a sub-consultant to Butier Engineering, Inc. The project included upgrading from 3 mgd to 8 mgd capacity; construction of additional microfiltration (MF), reverse osmosis (RO), and UV treatment and other systems; and upgrading the wastewater equalization system and improvements to the electrical and instrumentation and controls.

Carlsbad 50 MGD Seawater RO Desalination Plant; Carlsbad, CA; Poseidon Resources/SDCWA/Butier Engineering, Inc. (Completion: 12/2015)—As Start-Up Engineer, Mr. Kreeger had overall responsibilities providing as-needed technical assistance during the fabrication, installation and commissioning of (18) 7000HP pumps, mechanical equipment, valves ranging in size from 48" thru 98" diameter, and electrical inspections for the above referenced project. Knowledgeable and experienced in final testing, debugging, start-up and commissioning of systems related to chlorination, fluoridation, fumigation, exfoliation, water treatment, chemical feed, large pumps and valves, electrical equipment, components and instrumentation, SCADA, and other equipment and systems.

SECTION C

Understanding of Need



Section C. Understanding of Need

Exhibit 1. Project Location/Scope

Butler Engineering, Inc. understands that the City of Santa Ana is seeking a professional consultant to perform construction engineering and management services for the Well 32 Rehabilitation Improvements Project. The consultant will work as an extension of the City's staff through all phases of the project from pre-construction through closeout and commissioning to ensure the work is completed in accordance with the contract documents.

Due to its elevated nitrate levels, the City is planning to perform a major well rehabilitation project at Well 32. The rehabilitation will include new well equipment, new building, new chlorination facilities, and a new pipe to take the well water to John Garthe Reservoir to be blended with low nitrate groundwater. The estimated construction cost is approximately \$13 million. The City's anticipated construction start date is Summer 2022 with a duration of 16 months.

Rehabilitation of the existing Well 32, which is located at Morrison Park, includes construction at the following locations:

1. Morrison Park

- Demolition of the existing underground well vault, valves, piping and facilities.
- Raising the well pump structure to grade, including associated well casing, column and appurtenances.
- New above ground well building with a pump and electrical room, including well pump/motor, well discharge and well to waste valves and piping.
- Yard piping, site improvements, irrigation and landscaping improvements.
- Repair and resurfacing of the basketball/ tennis courts.
- Replacement of the tennis court fence enclosure.
- Replacement of the court lighting and corresponding electrical facilities.



2. City Street Rights-of-Way

- 12-inch well discharge piping, with parallel fiber optic facilities, will be constructed from the well site at Morrison Park to the John Garthe Reservoir site.
- The alignment is approximately 3,700 LF and includes removal/ replacement of an existing pipe within an existing bridge cell for 100 LF.
- Supports, thrust restraints, and attachments to the bridge as well as the necessary pipeline appurtenances, pavement replacement and necessary traffic control.



3. John Garthe Reservoir

- Construction of a chemical building/restroom facility and associated on-site piping, including pressure control and chemical injection vaults.
- Chemical building will house the sodium hypochlorite generation equipment. The building will be constructed of CMU walls on a concrete pad with a gabled roof including the corresponding plumbing, mechanical, electrical, instrumentation and control facilities.
- Electrical upgrades to the John Garthe Pump Station.



Legend

- ← 12-inch Class 350 DIP and Fiber Optic Conduits
- 🚧 Bristol Street Bridge Crossing

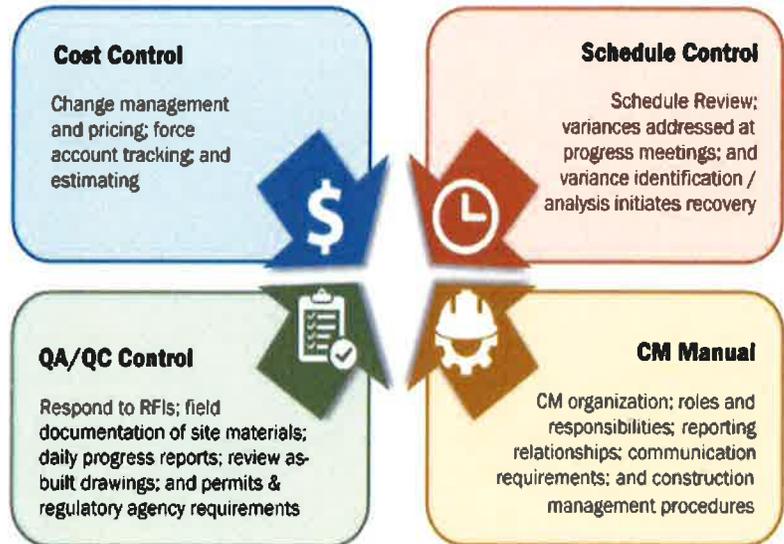


A. Approach to Project Control

Butier Engineering, Inc. understands that the City of Santa Ana is seeking a professional consultant to perform construction engineering and management services for the Well 32 Rehabilitation Improvements Project. The Butier Team will work as an extension of the City’s staff through all phases of the project from pre-construction through closeout and commissioning to ensure the work is completed in accordance with the contract documents. We will use a project control system consisting of the following four elements that will provide QA/QC procedures and guidelines.

ELEMENTS OF PROJECT CONTROL

Butier will use a project control system consisting of the following elements that will provide QA/QC procedures and guidelines in the successful execution of the City’s Well 32 project. Our team’s ability to manage relationships with members of the Project team will also be essential to minimize conflicts and keeping the same goals in mind.



1. Cost and Schedule Controls

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 Contractors’ 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 **recovery plan**. The plan should address mitigation efforts 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** that will reflect a set of objectives defined by City staff and assigned CM and field inspection personnel. The Plan will 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 checked in accordance with the QA/QC Plan.

A. Quality Assurance

Quality Assurance is the confirmation process that all procedures or actions to be confirmed include the following: 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, identification of need for corrective action, and audit to verify compliance with the Plan.

B. Quality Control

activities to be verified include the following: review by quality control team; identification and compliance with applicable codes, ordinances, permits, etc.; review input data and check calculations; review drawings, specifications, technical reports, memos, meeting minutes; perform constructability, operability, maintainability, and usability reviews; and review design for compliance with safety standards.

3. Construction Management Communications Plan

The Project Manager will prepare a CM Communications Plan to be approved by the City. The manual will include 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(s), through all phases of the work. The Manual will include the following: **Project**

- Organization:** Individual assignments, phone numbers, lines of communication, and methods for interfacing with the City, stakeholders, and the Contractor; **Project Control:** Description of cost, schedule, and document control systems; **Communication Management:** Procedures for documenting communications; distribution and/or routing lists; and examples of all required forms; **Meeting/Notice Procedures:** Schedules, notices, agendas, reporting procedures, documentation requirements, and timely acceptance processes;

- QA/QC:** Procedures, testing, coordination checks, and construction inspection activities; **Contract Administration:** Control systems and procedures for performing and documenting submittal reviews, RFIs, change orders, claims management, etc.; and **Records:** The CM will maintain records of inspections, reports, and test results received from the Contractor, Design Engineer, etc.

4. Electronic Document Control System

Butier utilizes **Procore** to organize, manage and control project documentation. As stated previously, our key personnel are currently using Procore for the City’s South Main Street Corridor Improvements Project and the San Lorenzo Sewer Lift Station Project. Procore provides unlimited users and storage, **24/7 visibility** into project status, and a **centralized, comprehensive platform to manage vital project data**. All parties have access to the system **via a web browser** on their computer or mobile device using **secure log-in** information.

The Butier Team utilizes Procore to store, review, track, and manage all project documents from construction drawings, specifications, and submittals to progress photos, payment applications, and daily reports. Additionally, our Contract Administrator can **configure Procore to display the latest Primavera P6 construction project schedule** and weather information, both current and forecast. Automated emails are generated by the program to remind personnel of required documentation reviews and other project related tasks that need attention. Project documentation is continuously updated and available 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.

B. Special Concerns / Approach

After reviewing the construction documents and attending the site visit on April 19, 2022, our project management team has vetted concerns, provided suggestions, and identified benefits to the City, which are included in **Exhibit 2** on the following page.



Exhibit 2. Special Concerns / Approach

| SPECIAL CONCERNS | APPROACH / SUGGESTIONS | BENEFITS TO CITY |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Schedule Control Implement proposed project according to its schedule and any constraints. | <ul style="list-style-type: none"> Review Preliminary 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 Follow QC guidelines to minimize rework that could result in schedule delays. | <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 and coordination Minimize inspection costs |
| Cost Control Utilize and follow cost control management strategies to keep project within budget. | <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 and project risk |
| Stakeholder Coordination Be responsive to stakeholder coordination requirements to achieve a high confidence level for project success. | <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 Plan for maintaining stakeholder involvement |
| Team Cohesiveness Objective: Maintain a streamlined team that works well together during CM and inspection activities. | <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 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 |
| Safety Evaluate street traffic safety issues. Invite residents to offer input on developing a plan that facilitates construction phasing and safe practices for the public. | <ul style="list-style-type: none"> Attend contractor's safety meetings. Follow and respect contractor's safety program Active evaluation of traffic control and site construction operations staging | <ul style="list-style-type: none"> Active management of Contractor Site Safety procedures Provide City frontline management with information to residents, commuters, and impact to public recreational facilities Injury free construction site |
| Community / Environmental Impacts Objective: Ensure local stakeholders are informed of project impacts. Engage local residents to offer input on developing mitigation strategies. | <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 complaints and possible complications from access for businesses, residents, and commuters Mitigate changes to construction phasing |

SECTION D

Relevant Project Experience



Section D. Relevant Project Experience

Summary of Relevant Experience

The project experience on the following pages demonstrates that Butier and its team member firms are uniquely qualified to provide construction management and inspection services to the City of Santa Ana for the Well 32 Rehabilitation Improvements project. Butier's 45-year history demonstrates our focus on water and wastewater infrastructure. This focused approach has enabled us to independently manage over \$1.5 billion of public infrastructure projects. At the field team level, the key members bring construction management, inspection, and contract administration experience for numerous projects of comparable size and complexity.

Butier has successfully provided construction management and inspection services for numerous water production wells and pump station projects for public agencies and special districts throughout Southern California. Please find below a sample list of these projects. Additional project details can be found on the following pages.

Water Production Wells

- **Mid-Basin Injection Wells – Centennial Park Project;** Santa Ana, CA (OCWD)
- **OC Groundwater Storage Program, 8 Water Production Wells;** Santa Ana, Anaheim, Buena Park, Garden Grove, Westminster, Cypress, and Placentia, CA (OCWD)
- **Multiple Safe Drinking Wellhead Treatment Projects—**California American Water Company Arlington Well, Lynwood Well No. 11, and Huntington Park Well No. 15; Los Angeles, CA (Water Replenishment District of Southern California)
- **Edinger Avenue Well Phase II Equipping;** Tustin, CA (City of Tustin)
- **Construction of Wells 21 & 22 and Reverse Osmosis Water Treatment Plant;** Irvine and Tustin, CA (IRWD)
- **EW-1 Well Equipping Projects;** Fullerton, CA (OCWD)

- **Rehabilitation of Well No. 6;** Fountain Valley, CA (City of Fountain Valley)
- **Chino Creek Well Field Equipping, Well Nos. I-16, I-17, I-18, I-20, and I-21;** Chino, CA (Chino Basin Desalter Authority)
- **Chino Creek Well Field Equipping, Raw Water Well Nos. II-10 and II-11;** Eastvale and Ontario, CA (Chino Basin Desalter Authority)
- **Construction of New Water Wells 3A and 5;** Huntington Beach, CA (City of Huntington Beach)
- **Baseline Feeder Replacement & Improvement of Wells;** San Bernardino, CA (San Bernardino Valley MWD)

Pump Stations

- **8 MG Peck Reservoir Replacement;** Manhattan Beach, CA (City of Manhattan Beach)—Pump Station and Electrical Control Building
- **OCWD Burris Pump Station—**Construction of a new 10,000 SF storm water pump station and 4 conventional vertical turbine pumps
- **Trampas Recycled Water Pump Station;** Rancho Mission Viejo, CA (Santa Margarita Water District)—new booster pump station building with pump room and electrical room
- **Chino Desalter Phase 3 Expansion Milliken 1010 Zone Pump Station—**3 vertical turbine pumps and associated piping, fittings, valves, appurtenances, electrical instrumentation, and controls
- **Walnut Storm Drain Pump Station –**Remodel of the existing block building and construction of a new masonry block wall control room

Rotating Equipment Expertise

Key personnel from ON-SITE Technical Services are experts in the areas of fabrication and testing of rotating equipment, including pumps, motors, turbines, compressors, and generators.



| Project Location / Contact / Completion / Team | Project Description |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>South Main Street Corridor Improvements; Santa Ana, CA</p> <p>City of Santa Ana Public Works Agency Sean Thomas, P.E. Acting Senior Engineer Tel: (714) 647-5655 sthomas5@santa-ana.org</p> <p>Value: \$12.8 million Completion: Winter 2022</p> <p>Proposed Key Personnel</p> <p>Mark Butier Omar Dandashi, P.E. (Blue Mountain Development) Ryan Weir</p> | <p>The Butier Team is providing construction management, QA field inspection, and public outreach services. This project will create a safer and more vibrant street for the community by revitalizing a 2.5-mile stretch of Main Street from First Street to Dyer Road.</p> <p>The improvements consist of monument signs, enhanced lighting, decorative sidewalk extensions / bulb outs, landscaping, irrigation, traffic signals, signing, striping, street pavement rehabilitation, and railroad coordination which will take place concurrently as part of a Water Resources Division project. In addition, the improvements will replace aging and deficient water mains, sewer mains, fire hydrants, sewer maintenance holes, water services, and sewer laterals within the project limits.</p>  |
| <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: \$29.5 million Completion: 2020</p> <p>Proposed Key Personnel</p> <p>Mark Butier Casey Harris Bryan Wilson Kent Kreeger (ON-SITE Technical)</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 within the Park; and demolishing an existing City of Santa Ana restroom facility.  |



| Project Location / Contact / Completion / Team | Project Description |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>8 MG Peck Reservoir Replacement; Manhattan Beach, CA</p> <p>City of Manhattan Beach, Public Works Gilbert Gamboa Project Manager Tel: (310) 802-5356 ggamboa@citymb.info</p> <p>Value: \$31,167,905.00</p> <p>Estimated Completion: October 2022</p> <p>Proposed Key Personnel Mark Butier Bryan Wilson</p> | <p>Butier is providing construction management, inspection, public relations, environmental impact monitoring, and soils/materials testing services. The scope of work includes construction of the following:</p> <ul style="list-style-type: none"> • Reservoir—8 MG partially-buried cast-in-place concrete structure approximately 270 feet long by 190 feet wide located in same footprint. • Operations Building—925 SF for office space and water quality laboratory. • Pump Station and Electrical Control Building—1,950 SF cast-in place concrete structure. • Water Treatment Facilities—3,000 SF including two (2) horizontal filtration tanks, a protected chlorine and ammonia chemical storage building, and a glass-fused bolted steel vertical back wash tank. • Ancillary Facilities—diesel standby generator, transformer, yard piping, access vaults, infiltration drywells, retaining wall, access road, pavement, fencing, gates, and landscaping. • Offsite Work—replacement of raw water transmission pipeline; construction of chemical dosing and containment piping; new sewer discharge pipeline connection; new utility connections; and new curb, gutter, and sidewalks.  |
| <p>San Lorenzo Sewer Lift Station; Santa Ana, CA</p> <p>City of Santa Ana Michael Ortiz, P.E. City Construction Manager Tel: (714) 647-5624 mortiz@santa-ana.org</p> <p>Value: \$7,606,500</p> <p>Completion: 2022</p> <p>Proposed Key Personnel Mark Butier Casey Harris Bryan Wilson Kent Kreeger (ON-SITE Technical)</p> | <p>Butier is providing construction management and inspection services for the San Lorenzo Sewage Lift Station Project which consisted of the following:</p> <ul style="list-style-type: none"> • 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, and rail & 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 • Abandonment of existing Segerstrom Lift Station  |



| Project Location / Contact / Completion / Team | Project Description |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Rawlings Reservoir Repair and Replacement; Tustin, CA</p> <p>City of Tustin, Public Works Douglas S. Stack, P.E. Director, Public Works Tel: (714) 573-3150 dstack@tustinca.org</p> <p>Value: \$12,500,000</p> <p>Proposed Key Personnel</p> <p>Mark Butier Steve Naylor</p> | <p>Butier provided construction management and inspection services. The former reservoir was a 4 MG hopper bottom reservoir located in close proximity to multi-million dollar family residences and Foothill High School. Construction consisted of replacing the former reservoir with two DYK-style reservoirs, each with a 3 MG capacity.</p>  <p>Prior to bidding, Butier assisted the City with solving construction access and temporary shoring issues. The project originally required the construction of a tie-back retaining wall, which would have extended the project into an adjacent property. At the City's direction, Butier performed a constructability review and proposed using a cantilevered shoring system, which kept the project within the City's property line. In addition, Butier assisted the City in communicating directly with an adjacent landowner to obtain a temporary construction easement. This provided the Project team with an access road down to the bottom of the tank elevation, as well as laydown and stockpiling areas. Solutions to the construction access and shoring issues facilitated construction, minimized off-site hauling, and provided a \$1 million cost savings to the City.</p> <p>This was a high-profile, politically-sensitive project due to the size and proximity to custom homes and Foothill High School. Butier personnel assisted the City with construction outreach efforts by distributing "door hangers" to residents to communicate pre-construction and construction phase activities. Our personnel also communicated directly with residents to schedule pre-construction surveys of their homes.</p> |
| <p>Simon Ranch Reservoir, Booster Pump Station and Zone 1 and Zone 3 Pipeline Replacement Project, Santa Ana, CA</p> <p>City of Tustin, Public Works Douglas S. Stack, P.E. Director, Public Works Tel: (714) 573-3150 dstack@tustinca.org</p> <p>Value: \$12,770,333</p> <p>Completion: 02/2022</p> <p>Proposed Key Personnel</p> <p>Mark Butier Ryan Weir</p> | <p>Butier is providing construction management and inspection services for the replacement of the Simon Ranch Reservoir, Booster Pump Station, and Zone 1 and Zone 3 Pipelines. Project improvements include the following:</p> <ul style="list-style-type: none"> • Demolition and removal of existing reservoir and grading and shoring • Replacement of existing reservoir with a 1.0 MG circular prestressed concrete tank • Replacement of existing 4-inch, 6-inch, and 8-inch pipelines with new and upsized pipes to increase system performance • 400 feet of 16-inch, 1,900 feet of 12-inch, 200 feet of 8-inch Zone 3 piping, as well as 5 new fire hydrants • Construction of a new on-site booster pump station • Asphalt replacement  |

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: \$29.5 million | Orange County Water District | Mark Butier Casey Harris Bryan Wilson Kent Kreeger | Ben Smith, P.E. Project Manager Tel: (714) 378-3211 bsmith@ocwd.com |
| 8 MG Peck Reservoir Replacement; Manhattan Beach, CA Value: \$31.2 million | City of Manhattan Beach | Mark Butier Bryan Wilson | Gilbert Gamboa Project Manager Tel: (310) 802-5356 ggamboa@citymb.info |
| San Lorenzo Sewer Lift Station; Santa Ana, CA Value: \$7.6 million | City of Santa Ana | Mark Butier Casey Harris Bryan Wilson Kent Kreeger | Michael Ortiz, P.E. City Construction Manager Tel: (714) 647-5624 mortiz@santa-ana.org |
| Simon Ranch Reservoir, Booster Pump Station and Zone 1 and Zone 3 Pipeline Replacement Project; Santa Ana, CA Value: \$12.8 million | City of Tustin, Public Works | Mark Butier Ryan Weir | Douglas S. Stack, P.E. Director, Public Works Tel: (714) 573-3150 dstack@tustinca.org |
| Chino II Well Field Equipping of Raw Water Well Nos. II-10 and II-11; Eastvale and Ontario, CA Value: \$3.9 million | Chino Basin Desalter Authority | Mark Butier Ryan Weir | Cindy Miller, P.E. Hazen & Sawyer (CDA Program Manager) Tel: (949) 557-8550 cmiller@hazenandsawyer.com |

SECTION F

Scope of Services & Schedule



Section F. Scope of Services & Schedule

Scope of Services

The Butier Team will serve as an extension of City staff to assist in the overall delivery of the Well 32 Rehabilitation Improvements project, including pre-construction tasks, managing construction, and ensuring the work is completed in accordance with the contract documents, project closeout and warranty phase. The Butier Team will report directly to the City's Construction Manager.

The proposed Scope of Services and Schedule (provided at the end of this section) includes Butier's understanding of the project management and coordination, project administration, and field inspection 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, and the appropriateness of the number 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 of the need for document content revision, as appropriate.

2. Bid Analysis

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 a **pre-construction meeting with the public** 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 and Senior Scheduler will utilize **Oracle Primavera P6** to perform detailed monitoring of the Contractor's master schedule. The PM will establish a cost control system for monitoring and updating project costs and budget. The PM and Senior Scheduler 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 attend and co-lead a preconstruction meeting with the community. At this meeting we will introduce the Butier team to the community and discuss major anticipated construction impacts. As stated previously, Omar Dandashi, P.E. has managed extensive community outreach efforts for high-profile, politically-sensitive projects, including the City of Santa Ana's South Main Street Corridor Improvements Project.



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 Development

Team/Construction 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 Contractor Administrator (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 City 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 City. The PM 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 monitor the Contractor's safety program and take necessary steps to ensure the jobsite conditions comply with OSHA regulations. They will periodically attend the Contractor's site safety meetings to validate the submitted plan is being monitored and complies with OSHA regulations.

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 project team will establish the pay request format 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 and will conduct weekly employee interviews for each trade. 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. 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.

12. Maintain "As-Built" Records

The Butier Team will utilize **Bluebeam** as our primary tool for tracking completeness of as-builts. The PM and Field Inspectors will maintain, at the job site, records of contract documents and other modifications of plans and specifications marked to show all changes made during construction. They will also maintain as-built records of underground utilities, including locations/depths of trenches.

The PM and Field Inspectors 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 PM will hold monthly record drawing review meetings with the City's CM and the Contractor prior to submittal of monthly progress payments.

13. Construction Inspection

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

- **Daily Inspection Reports/Statement of Working Days:** Maintain daily inspection reports and submit to the City weekly. 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. Prepare and send Weekly Statement of Working Days to the Contractor.
- **Schedule Review:** Review Contractor's two-week "look ahead" schedule.
- **RFIs:** Discuss responses to RFIs with Butier's PM and coordinate replies to the Contractor; review submittals; and provide non-conformance reports and documentation of construction activities, duration of activities, workforce, and equipment allocation.
- **Photographic Records:** Provide monthly digital photographic records. Log photographs daily. Maintain a photographic library of significant activities. Label photographs with the date, location, and narrative information. Additional photographs will be taken of change order and claim items.



14. Special Inspection / Testing

The PM and Lead Inspector will schedule and coordinate special inspection and material testing with the County of Orange, or other consultants and make recommendations to the City regarding special inspection or testing of work not in compliance with the contract documents.

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

Track stop notices until releases are obtained from all outstanding stop notices. Recommend final payment in the form of release of retention to the Contractor in accordance with contract requirements. Verify that the Contractor has made all payments to the subcontractors and vendors and that any stop notices or liens have been released. Verify final documentation has been received and 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 As-Built plans and related documentation, punch list completion, 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. O&M Materials

The Butier Team will deliver the following to the City: O&M Manuals; the Major Equipment Warranty Expiration Record spreadsheet compiled, reviewed, and approved in writing by the City; and spare parts, equipment, and maintenance materials upon acceptance.

6. 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.

7. Turn Over All Documents and Files

The Butier Team will furnish all contract documents, as-built records, and final reports to the City's CM within 60 calendar days following filing of the Notice of Completion. The files will also be scanned and provided to the City in electronic format.

8. Construction Management Software

The Butier Team utilizes **Procore** to organize, manage, and control project documentation. The advantages of Procore include unlimited users, unlimited 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, and each user can access the program via a web browser on their computer or mobile device using secure log-in information.

Additionally, Procore can be configured to display the latest **Primavera P6** construction project schedule and weather information, both current and forecast. **We are currently using this cloud-based construction project management solution on the City of Santa Ana's South Main Corridor Improvements Project and the San Lorenzo Sewer Lift Station Project.**

City of Santa Ana Well 32 Improvements Proposal Schedule

| Activity ID | Activity Name | Orig Dur | Start | Finish | 2022 | | 2023 | | | | 2024 | | | | 2025 | |
|---------------------------------------------------------------------|--------------------------------------------------------------------------------|----------|------------|-----------|------|-----------|-----------|----|----|----|------|----|----|----|------|----|
| | | | | | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 |
| Well 32 Rehabilit-1 Proposal Schedule | | | | | 918 | 10-Jun-22 | 13-Dec-24 | | | | | | | | | |
| Well 32 Rehabilit-1.1000 Well 32 Rehabilitation Improvements | | | | | 918 | 10-Jun-22 | 13-Dec-24 | | | | | | | | | |
| Well 32 Rehabilit-1.1000.1 Preconstruction Phase | | | | | 25 | 10-Jun-22 | 18-Jul-22 | | | | | | | | | |
| A1090 | Bid Analysis for Lowest Responsible Bidder | 10 | 10-Jun-22* | 23-Jun-22 | | | | | | | | | | | | |
| A1100 | Generate Staff Report to Recommend Award | 5 | 24-Jun-22 | 30-Jun-22 | | | | | | | | | | | | |
| A1110 | Obtain Bonds, Insurance, Vendor Packet, City Business License | 10 | 01-Jul-22 | 15-Jul-22 | | | | | | | | | | | | |
| A1112 | Notice to Proceed | 0 | 18-Jul-22 | | | | | | | | | | | | | |
| Well 32 Rehabilit-1.1000.2 Construction Phase | | | | | 355 | 18-Jul-22 | 14-Dec-23 | | | | | | | | | |
| A1490 | Submittal Review, Logging and Transmit (ProCore) for City Review | 355 | 18-Jul-22 | 14-Dec-23 | | | | | | | | | | | | |
| A1500 | Pre-construction and Weekly Project Meetings | 355 | 18-Jul-22 | 14-Dec-23 | | | | | | | | | | | | |
| A1510 | Ensure Building and Special Permits Fees Paid / Jurisdiction Approvals | 60 | 18-Jul-22 | 10-Oct-22 | | | | | | | | | | | | |
| A1520 | Baseline and Update Schedule Reviews | 355 | 18-Jul-22 | 14-Dec-23 | | | | | | | | | | | | |
| A1530 | Change Order Reviews/Recommendations and Budget Reports | 355 | 18-Jul-22 | 14-Dec-23 | | | | | | | | | | | | |
| A1540 | Monitor Contractor's Safety Program | 355 | 18-Jul-22 | 14-Dec-23 | | | | | | | | | | | | |
| A1550 | Maintain Cost Accounting Record of Unit Cost Items and Additional Work | 355 | 18-Jul-22 | 14-Dec-23 | | | | | | | | | | | | |
| A1560 | Process and Make Recommendations for Payment | 355 | 18-Jul-22 | 14-Dec-23 | | | | | | | | | | | | |
| A1570 | Inspect Work and Make Recommendations for Non Conforming Work | 355 | 18-Jul-22 | 14-Dec-23 | | | | | | | | | | | | |
| A1580 | Notify City's CM of Errors and Omissions Prior to Work "Starts" | 355 | 18-Jul-22 | 14-Dec-23 | | | | | | | | | | | | |
| A1590 | Consult with the City on Contractor RFIs and Assist with Resolution | 355 | 18-Jul-22 | 14-Dec-23 | | | | | | | | | | | | |
| A1600 | Prep and Submit Daily Prog Rpts | 355 | 18-Jul-22 | 14-Dec-23 | | | | | | | | | | | | |
| A1610 | Maintain Record Documents and Drawings, Submit to the City at Completion | 355 | 18-Jul-22 | 14-Dec-23 | | | | | | | | | | | | |
| A1630 | Facilitate and Coordinate Inspection by Other Agencies | 355 | 18-Jul-22 | 14-Dec-23 | | | | | | | | | | | | |
| A1640 | Schedule and Coordinate Special Inspection, Material Testing by Other Agencies | 355 | 18-Jul-22 | 14-Dec-23 | | | | | | | | | | | | |
| A1650 | Enforce Submittal of Prevailing Wage Forms Weekly | 355 | 18-Jul-22 | 14-Dec-23 | | | | | | | | | | | | |
| A1660 | Monitor and Enforce City's Community Workforce Agreement | 355 | 18-Jul-22 | 14-Dec-23 | | | | | | | | | | | | |
| A1602 | Prepare and Submit Weekly Statements of Working Days | 355 | 18-Jul-22 | 14-Dec-23 | | | | | | | | | | | | |
| A1604 | Monitor Labor Compliance | 355 | 18-Jul-22 | 14-Dec-23 | | | | | | | | | | | | |
| A1620 | Assess Work Completion and Assist the City with Making Final Inspections | 30 | 31-Oct-23 | 14-Dec-23 | | | | | | | | | | | | |
| Well 32 Rehabilit-1.1000.3 Post Construction Phase | | | | | 365 | 15-Dec-23 | 13-Dec-24 | | | | | | | | | |
| A1680 | Submit Project Closeout Items | 10 | 15-Dec-23 | 01-Jan-24 | | | | | | | | | | | | |
| A1690 | Schedule and Oversee Warranty Repair | 365 | 15-Dec-23 | 13-Dec-24 | | | | | | | | | | | | |



City of Santa Ana Well 32 Rehabilitation Improvements



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 _____, 20__, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public Signature

see Attached

Notary Public Seal

Appendix
ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION
CERTIFICATIONS

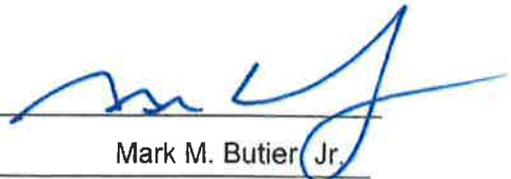
The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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 04/18/2022

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: 04/18/2022



EXHIBIT C



| Butier Engineering Inc. Proposed Fee Well 32 Rehabilitation | | Project Director | Senior CM/RE | Field Engineer | Lead Inspector | Senior Scheduler | Total Proposed Cost |
|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|------------------|--------------|----------------|----------------|------------------|---------------------|
| Rates | \$ 225.00 | \$ 220.00 | \$ 165.00 | \$ 150.00 | \$ 205.00 | | |
| Units | Hours | Hours | Hours | Hours | Hours | Hours | Dollars |
| City of Santa Ana Well 32 Rehabilitation Improvements CM & Inspection | | | | | | | |
| Pre-construction Phase | | | | | | | |
| | 16 | 24 | 0 | 0 | 0 | 0 | \$ 8,880.00 |
| 2 | Bid Analysis for Lowest Responsible Bidder | 8 | 16 | 0 | 0 | 0 | \$ 5,320.00 |
| 2 | Generate Staff Report to Recommend Award | 8 | 8 | 0 | 0 | 0 | \$ 3,560.00 |
| 2 | Obtain Bonds, Insurance, Vendor Packet, City Business License | 0 | 0 | 0 | 0 | 0 | \$ - |
| | Notice to Proceed | 0 | 0 | 0 | 0 | 0 | \$ 0 |
| Construction Phase | | | | | | | |
| | 144 | 1362 | 1180 | 2720 | 160 | | \$ 967,540.00 |
| 3 | Submittal Review, Logging and Transmit (Procure) for City Review | 0 | 180 | 400 | 0 | 0 | \$ 105,600.00 |
| 4 | Pre-construction and Weekly Project Meetings | 64 | 320 | 192 | 128 | 0 | \$ 135,680.00 |
| 5 | Ensure Building and Special Permits Fees Paid / Jurisdiction Approvals | 0 | 12 | 0 | 0 | 0 | \$ 2,640.00 |
| 6 | Baseline and Update Schedule Reviews | 16 | 160 | 0 | 0 | 160 | \$ 71,600.00 |
| 7 | Change Order Reviews/Recommendations and Budget Reports | 64 | 160 | 100 | 0 | 0 | \$ 66,100.00 |
| 8 | Monitor Contractor's Safety Program | 0 | 8 | 0 | 0 | 0 | \$ 1,760.00 |
| 9 | Maintain Cost Accounting Record of Unit Cost Items and Additional Work | 0 | 8 | 128 | 0 | 0 | \$ 22,880.00 |
| 10 | Process and Make Recommendations for Payments | 0 | 128 | 0 | 64 | 0 | \$ 37,760.00 |
| 11 | Inspect Work and Make Recommendations for Non-Conforming Work | 0 | 100 | 0 | 2400 | 0 | \$ 382,000.00 |
| 12 | Notify City's CM of Errors and Omissions Prior to Work "Starts" | 0 | 100 | 0 | 0 | 0 | \$ 22,000.00 |
| 13 | Consult with the City on Contractor RFIs and Assist with Resolution | 0 | 128 | 0 | 0 | 0 | \$ 28,160.00 |
| 14 | Prepare and Submit Daily Progress Reports and Weekly Statements of Working Days/Monitor Labor Compliance | 0 | 8 | 128 | 0 | 0 | \$ 22,880.00 |
| 15 | Maintain Record Documents and Drawings & Submit to the City Upon Completion | 0 | 48 | 100 | 128 | 0 | \$ 46,260.00 |
| 16 | Assess Work Completion and Assist the City with Making Final Inspections | 0 | 2 | 4 | 0 | 0 | \$ 1,100.00 |
| 17 | Facilitate and Coordinate Inspection by Other Agencies | 0 | 0 | 0 | 0 | 0 | \$ - |
| 18 | Schedule and Coordinate Special Inspection, Material Testing by Other Agencies | 0 | 0 | 0 | 0 | 0 | \$ - |
| 19 | Enforce Submittal of Prevailing Wage Forms Weekly | 0 | 0 | 128 | 0 | 0 | \$ 21,120.00 |
| 20 | Monitor and Enforce City's Community Workforce Agreement | 0 | 0 | 0 | 0 | 0 | \$ - |
| Start Up/Commissioning | | | | | | | |
| | 0 | 120 | 40 | 0 | 0 | | \$ 33,000.00 |
| 21 | Start Up Commissioning / In-Plant Fabrication Testing | 0 | 120 | 40 | | | \$ 33,000.00 |
| Post Construction Phase | | | | | | | |
| | 0 | 40 | 40 | 0 | 0 | | \$ 15,400.00 |
| 22 | Submit Project Closeout Items and Oversee 1-Year Warranty Period | 0 | 40 | 40 | 0 | 0 | \$ 15,400.00 |
| Engineering Services Totals | | | | | | | |
| | 160 | 1546 | 1260 | 2720 | 160 | | \$ 1,024,820.00 |