



moulton niguel water district

TECHNICAL COMMITTEE MEETING MOULTON NIGUEL WATER DISTRICT BOARD OF DIRECTORS

26880 Aliso Viejo Pkwy, Suite 150, Aliso Viejo

May 4, 2020

7:30 AM

Approximate Meeting Time: 1 Hour

IN AN EFFORT TO PREVENT THE SPREAD OF COVID-19 (CORONAVIRUS), AND IN ACCORDANCE WITH THE GOVERNOR'S EXECUTIVE ORDER N-29-20, THERE WILL BE NO PUBLIC LOCATION FOR ATTENDING THIS BOARD MEETING IN PERSON. MEMBERS OF THE PUBLIC MAY LISTEN AND PROVIDE PUBLIC COMMENT TELEPHONICALLY BY CALLING THE FOLLOWING NUMBER:

DIAL: 1-669-900-9128

MEETING ID: 828-1616-2597#

1. CALL MEETING TO ORDER
2. APPROVE THE MINUTES OF THE APRIL 6, 2020 TECHNICAL COMMITTEE MEETING (**ROLL CALL VOTE**)
3. PUBLIC COMMENTS
As permitted under the Brown Act, and in order to provide an equal opportunity for members of the public to provide comment without everyone talking over one another, the Board of Directors will receive all public comments, on items on or off the agenda, during the Public Comment portion of this meeting. Comments are limited to five minutes unless further time is granted by the Presiding Officer.

DISCUSSION ITEMS

4. Construction Contract Award for Aliso Creek and Southwing Lift Stations Auxiliary Generator Replacements
5. Amendment No. 1 to the Construction Management and Inspection Agreement for Reservoir Management Systems Replacement Phase 2

6. Construction Management and Inspection Support for Regional Lift Station Enhancements
7. Ware Malcomb Professional Services Agreement Contingency for Upgrades at Plant 2A
8. Fiscal Year 2020-21 Proposed Budget

ADJOURNMENT

The Board of Directors' Meeting Room is wheelchair accessible. If you require any special disability related accommodations (i.e., access to an amplified sound system, etc.), please contact the Moulton Niguel Water District Secretary's office at (949) 831-2500 at least forty-eight (48) hours prior to the scheduled meeting. This agenda can be obtained in alternate format upon written request to the Moulton Niguel Water District Secretary at least forty-eight (48) hours prior to the scheduled meeting.

Agenda exhibits and other writings that are disclosable public records distributed to all, or a majority of, the members of the Moulton Niguel Water District Board of Directors in connection with a matter subject to discussion or consideration at an open meeting of the Board of Directors are available for public inspection at the District Office, 26880 Aliso Viejo Parkway, Suite 150, Aliso Viejo, CA ("District Office"). If such writings are distributed to members of the Board less than seventy-two (72) hours prior to the meeting, they will be available in the reception area of the District Office at the same time as they are distributed except that, if such writings are distributed immediately prior to, or during the meeting, they will be available in the Board meeting room and on the District website at www.mnwd.com.



moulton niguel water district

**DRAFT
MINUTES OF THE TECHNICAL COMMITTEE MEETING
MOULTON NIGUEL WATER DISTRICT
BOARD OF DIRECTORS**

April 6, 2020

A Regular Meeting of the Technical Committee of the Moulton Niguel Water District was held telephonically at 7:30 AM on April 6, 2020. There were present and participating:

DIRECTORS

Duane Cave	Vice President/Chair
Donald Froelich	Vice President
Bill Moorhead	Director

Also present and participating were:

STAFF MEMBERS, LEGAL COUNSEL, AND MEMBERS OF THE PUBLIC

Joone Lopez	General Manager
Matt Collings	Assistant General Manager
Rod Woods	Director of Engineering
Drew Atwater	Director of Finance & Water Resources
Gina Hillary	Director of Human Resources
Todd Novacek	Director of Operations
Jose Solorio	Government Affairs Officer
Jeff Ferre	Best, Best, & Krieger (General Counsel)
Paige Gulck	Board Secretary
Tim Bonita	Recording Secretary
Trevor Agrelius	MNWD
Len Barton	MNWD
Matt Brown	MNWD
Todd Dmytryshyn	MNWD
Bryan Hong	MNWD
David Larsen	MNWD
Steve Merk	MNWD
Sherry Wanninger	CAC Member

#2.

1. CALL MEETING TO ORDER

The meeting was called to order by Chairman Cave at 7:30 a.m. Chairman Cave stated that the meeting was being conducted by teleconference pursuant to the Brown Act waivers provided for under the Governor's Executive Orders in response to the COVID-19 State of Emergency. As stated on the agenda, there was no public location for attending the meeting in person. The agenda also stated that the public could listen and provide comment telephonically by calling the number listed on the agenda.

2. APPROVE THE MINUTES OF THE MARCH 2, 2020 TECHNICAL COMMITTEE MEETING

MOTION DULY MADE BY BILL MOORHEAD AND SECONDED BY DONALD FROELICH, MINUTES OF THE MARCH 2, 2020 TECHNICAL COMMITTEE MEETING WERE APPROVED AS PRESENTED. A ROLL CALL VOTE WAS TAKEN, AND THE VOTE WAS UNANIMOUS WITH DIRECTORS DUANE CAVE, DONALD FROELICH AND BILL MOORHEAD ALL VOTING 'AYE'.

3. PUBLIC COMMENTS

Chairman Cave stated that as permitted under the Brown Act, and in order to provide an equal opportunity for members of the public to provide comment without everyone talking over one another, public comments, on items on or off the agenda, would be taken during the Public Comment portion of the meeting. Chairman Cave then asked if there was anyone on the phone who would like to provide comment. Hearing none, the Public Comment portion of the meeting was closed.

DISCUSSION ITEMS

4. Professional Services Agreement for Eastern Transmission Main Condition Assessment

Rod Woods provided information on the item. Discussion ensued regarding the project. The Committee recommended sending this item to the Board for approval.

INFORMATION ITEMS

5. America's Water Infrastructure Act Update

Len Barton provided an update on the America's Water Infrastructure Act and the status of the District's submittal of its Risk and Resiliency Assessment.

ADJOURNMENT

The meeting was adjourned at 8:02 a.m.

Respectfully submitted,

Tim Bonita
Recording Secretary

DRAFT



moulton niguel water district

STAFF REPORT

TO: Board of Directors **MEETING DATE:** May 4, 2020

FROM: Rod Woods, Director of Engineering
Bryan Hong, Senior Engineer

SUBJECT: Construction Contract Award for Aliso Creek and Southwing Lift Stations Auxiliary Generator Replacements

SUMMARY:

Issue: Board action is required for the Notice Inviting Sealed Bids for the Aliso Creek and Southwing Lift Stations Auxiliary Generator Replacements, Project Nos. 2017.007 and 2018.023.

Recommendation: It is recommended that the Board of Directors award the construction services contract to Pascal & Ludwig Constructors in the amount of \$1,241,000; authorize the General Manager or Assistant General Manager to execute the contract; and to approve change orders up to 10% of the contract value.

Fiscal Impact: Project Nos. 2017.007 and 2018.023 are budgeted in Fund 7, Replacement and Rehabilitation with a current combined project budget of \$1,450,000. The proposed project budget is \$1,640,100. The project will be constructed next fiscal year. Adequate funds will be included in the FY 2020-21 Capital Improvement Program budget.

Reviewed by Legal: Yes

BACKGROUND:

Aliso Creek Lift Station is located near the intersection of Aliso Creek Road and El Toro Road in the City of Aliso Viejo. This lift station has a pumping capacity of 1,200 gallons per minute. Southwing Lift Station is located on Canyon Vistas adjacent to Canyon View Park in the City of Aliso Viejo. This lift station has a pumping capacity of 500 gallons per minute.

#4.

Construction Contract Award for Aliso Creek and Southwing Lift Stations Auxiliary Generator Replacements

May 4, 2020

Page 2 of 3

This project will replace the existing propane backup generators with new auxiliary diesel generators at both lift stations. The project also includes improvements to fuel piping, fuel storage tanks, ventilation, electrical, controls, and appurtenances.

Construction documents for the project were prepared by Lee & Ro utilizing the on-call engineering services agreement. A categorical exemption was prepared in accordance with State CEQA Guidelines and a Notice of Exemption was filed with Orange County on November 30, 2018.

DISCUSSION:

A request for bids was issued to six qualified contractors. The District received six sealed bids for subject contract on April 23, 2020. The table below summarizes the bids received:

Firm	Bid
Pascal & Ludwig Constructors	\$1,241,000
Schuler Constructors	\$1,293,381
Kingmen Construction	\$1,460,200
SS Mechanical Construction Corp.	\$1,471,422
Pacific Hydrotech Corporation	\$1,495,800
PCL Construction	\$1,584,987
Engineer's Estimate	\$1,935,789

Staff has determined that the lowest responsible and responsive bidder was Pascal & Ludwig Constructors. Staff has completed its review of the contract documents and has determined that they are in order. Pascal & Ludwig Constructors has performed quality work for the District in the past and is well-qualified to perform this type of work.

Staff intends to procure specialty inspection services related to the electrical and structural work under the existing On-Call Construction Management and Inspection Services Agreements. These services are anticipated to be approximately \$50,000.

Construction Contract Award for Aliso Creek and Southwing Lift Stations Auxiliary
Generator Replacements
May 4, 2020
Page 3 of 3

SUMMARY OF PROJECT BUDGET:

	Project Budget*	Proposed / Approved Contract	Proposed / Authorized Contingency	Total Proposed / Authorized Amount
Project Items				
Engineering	\$175,000	\$175,000	\$0	\$175,000
Construction Contract	\$1,175,000	\$1,241,000	\$124,100	\$1,365,100
Specialty Inspection	\$50,000	\$50,000	\$0	\$50,000
Legal, Permits, District Labor	\$50,000	\$50,000	\$0	\$50,000
Totals	\$1,450,000	\$1,516,000	\$124,100	\$1,640,100

*\$167,800.90 has been expended to date.

Currently Proposed Amount

Attachments:

1. Exhibit A – Location Map for Aliso Creek Lift Station
2. Exhibit B – Location Map for Southwing Lift Station
3. Exhibit C – Vendor Contact List



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Scale = 1:2,000

**Exhibit "A" Location Map
Aliso Creek Lift Station
Auxiliary Generator Replacement
Contract No. 2017.007**



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Scale = 1:2,000

Exhibit "B" Location Map
Southwing Lift Station
Auxiliary Generator Replacement
Contract No. 2018.023

Exhibit "C" Vendor Contact List

Company Name	Company Address	Contact Person	Telephone #	E-Mail
Kingmen Construction	4200 Chino Hills Pkwy., Suite 135/221 Chino Hills, CA 91709	Neil Nehmens	(909) 529-1747	nnehmens@kingmenconstruction.com
Pacific Hydrotech Corporation	314 E. 3rd St. Perris, CA 92570	Kirk Harns	(951) 943-8803	kharns@pachydro.com
Pascal & Ludwig Constructors	2049 E. Francis St. Ontario, CA 91761	Alan Ludwig	(909) 947-4631	aludwig@pascalludwig.com
PCL Construction	3750 Schaufele Ave., Suite 270 Long Beach, CA 90808	Jeff Young	(562) 317-0026	jyoung@pcl.com
Schuler Constructors	564 W. Bateman Circle Corona, CA 92880	Kevin Panzer	(951) 738-9215	bids@schulerconstructors.com
SS Mechanical Construction Corporation	26561 Jacinto Dr. Mission Viejo, CA 92692	John Whelan	(714) 847-1317	john@ssmechanical.com



moulton niguel water district

STAFF REPORT

TO: Board of Directors **MEETING DATE:** May 4, 2020

FROM: Rod Woods, Director of Engineering
Todd Dmytryshyn, Engineering Manager

SUBJECT: Amendment No. 1 to the Construction Management and Inspection Agreement for Reservoir Management Systems Replacement Phase 2

SUMMARY:

Issue: Board action is required to execute an amendment to the Professional Services Agreement (PSA) for construction management and inspection (CM&I) services for the Reservoir Management Systems Replacement Phase 2, Project No. 2017.003.

Recommendation: It is recommended that the Board of Directors approve Amendment No. 1 to the PSA with Butier Engineering, Inc. (Butier) in the amount of \$110,000 for a new total not-to-exceed amount of \$468,990; and authorize the General Manager or Assistant General Manager to execute the amendment.

Fiscal Impact: Project No. 2017.003 is budgeted in Fund 7, Rehabilitation and Replacement with a current project budget of \$5,487,394. The proposed project budget is \$5,561,495. Sufficient funds are available in Fund 7; the overall Fiscal Year 2019-20 CIP budget for Fund 7 is \$43,624,388.

Reviewed by Legal: Yes

BACKGROUND:

The District is currently in the process of replacing reservoir management systems (RMS) located at reservoir sites throughout the District. The replacement program will ultimately replace all twenty (20) of the existing systems. The RMS are used to maintain consistent disinfection levels in the District's potable water distribution system. The Phase 1 project was completed in July 2019. This Phase 2 project involves the simultaneous construction of new RMS at five sites as shown on the Exhibit A Location Map and is currently under construction.

In December 2018, the Board approved the PSA for CM&I services with Butier in the amount of \$358,990. The Board also approved a 10% contingency in the amount of \$35,899. There have been no previous amendments and none of the original contingency has been utilized.

#5.

Amendment No. 1 to the Construction Management and Inspection Agreement for Reservoir Management Systems Replacement Phase 2

May 4, 2020

Page 2 of 2

Also, in December 2018, the Board awarded the construction contract to Gateway Pacific Contractors, Inc. The Notice to Proceed was issued to Gateway on March 29, 2019. The original construction duration was 390 calendar days, with a completion date of April 22, 2020.

DISCUSSION:

Due to a variety of unforeseen circumstances, construction work has been extended by approximately three months and is estimated to be completed in late July 2020. The primary cause of the extended construction schedule was unforeseen buried utility conflicts at several of the reservoir sites. These conflicts significantly slowed down excavation activities associated with construction of the RMS building foundations and new buried piping connecting the buildings and reservoirs. Another factor that contributed to the extended construction schedule involved weather-related operational constraints related to draining a reservoir to complete the required work.

District Staff has been very pleased with the CM&I services provided by Butier in support of the project to date. The proposed amendment would cover similar CM&I services for an additional three months through the remainder of the extended construction schedule. This amendment, as well as the original PSA, will continue to be performed on a time and materials not to exceed basis.

SUMMARY OF PROJECT BUDGET:

	Project Budget	Proposed / Approved Contract	Proposed / Authorized Contingency	Total Proposed / Authorized Amount
Project Items*				
Engineering	\$514,243	\$467,494	\$46,749	\$514,243
Construction	\$4,553,262	\$4,139,329	\$413,933	\$4,553,262
CM&I	\$394,889	\$358,990	\$110,000	\$468,990
Legal, Permits, District Labor	\$25,000	\$25,000	\$0	\$25,000
Totals	\$5,487,394	\$4,990,813	\$570,682	\$5,561,495

*\$3,098,365 has been expended to date



Currently Proposed Amount

Attachments:

1. Exhibit A – Location Map
2. Exhibit B – Original PSA (Fully Executed)
3. Exhibit C – Amendment No. 1 to PSA (Proposed)



Path: G:\GIS\Projects\Projects_2018\CIP\Exhibit_A_Thomas_20181127\Maps\Reservoirs.mxd

-  Reservoir Sites
-  District Boundary



Scale = 1:85,000

Exhibit "A" Location Map
2017-18 Reservoir Management
Systems Replacement
Contract No. 2017.003

**PROFESSIONAL SERVICES AGREEMENT
 BETWEEN
 MOULTON NIGUEL WATER DISTRICT AND
 BUTIER ENGINEERING, INC.
 MNWD PROJECT: CM&I SERVICES FOR 2017-18 RESERVOIR MANAGEMENT SYSTEMS
 REPLACEMENT
 CONTRACT NO. 2017.003b**

This Agreement (the "Agreement") is made and entered into this 9th day of January, 2019 ("Effective Date") by and between the Moulton Niguel WATER DISTRICT ("MNWD") and Butier Engineering, Inc., a corporation with its principal place of business at 17822 17th Street, Suite 404, Tustin, CA 92780 ("Consultant"). MNWD and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

SECTION I – PURPOSE

Consultant shall provide certain professional services required by MNWD on the terms and conditions set forth in this Agreement. Consultant represents that it has the qualifications, experience, licenses, and facilities necessary to properly perform construction management and inspection services in a competent and professional manner.

SECTION II – TERM

The term of this Agreement shall be from the Effective Date above to **June 30, 2020**, unless earlier terminated as provided herein.

SECTION III – SCOPE OF SERVICES

Section 3.1. Scope of Services. The scope of services to be provided by Consultant is set forth on Exhibit "A" attached hereto and by this reference incorporated herein ("Services"). Consultant warrants that it will perform the Services as set forth herein in a competent, professional and satisfactory manner. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

Section 3.2. Schedule of Services. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines, including any schedule of services set forth in Exhibit "A."

Section 3.3. Permits, Licenses, Fees and Other Charges. Consultant shall, in accordance with applicable laws and ordinances, obtain at his/her/its expense all permits and licenses necessary to accomplish the Services. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

SECTION IV – COMPENSATION

Section 4.1. Payment for Services Rendered. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Three Hundred Fifty-Eight Thousand Nine Hundred Ninety Dollars (\$358,990)** without written approval by MNWD. Extra Work may be authorized, as

described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

Section 4.2. Invoices. Consultant shall submit to MNWD a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. MNWD shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

- A. Payment shall not constitute acceptance of any work completed by Consultant.
- B. The making of final payment shall not constitute a waiver of any claims by MNWD for any reason whatsoever.

Section 4.3. Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by MNWD.

Section 4.4. Extra Work. At any time during the term of this Agreement, MNWD may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by MNWD to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization by MNWD.

SECTION V – REPRESENTATIVES OF THE PARTIES

Section 5.1. MNWD's Representative. MNWD hereby designates its Director of Engineering, or his designee, to act as its representative for the performance of this Agreement ("MNWD's Representative"). Consultant shall not accept direction or orders from any person other than MNWD's Representative or his or her designee.

Section 5.2. Consultant's Representative. Consultant hereby designates Mark M. Butier, Jr. or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

SECTION VI – RESPONSIBILITIES OF CONSULTANT

Section 6.1. Control and Payment of Subordinates: Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. MNWD retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of MNWD and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this

Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

Section 6.2. Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from MNWD, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

Section 6.3. Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of MNWD.

Section 6.4. Substitution of Key Personnel. Consultant has represented to MNWD that certain key personnel will perform and coordinate the Services under this Agreement. The key personnel for performance of this Agreement are as follows: Kenji Shintaku, Joseph Hawes, Frank Johnson, and Kent Kreeger. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of MNWD. In the event that MNWD and Consultant cannot agree as to the substitution of key personnel, MNWD shall be entitled to terminate this Agreement for cause. Furthermore, any personnel who fail or refuse to perform the Services in a manner acceptable to MNWD, or who are determined by MNWD to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services or a threat to the safety of persons or property, shall be promptly removed from performing Services by the Consultant at the request of MNWD.

Section 6.5. Coordination of Services. Consultant agrees to work closely with MNWD staff in the performance of Services and shall be available to MNWD's staff, consultants and other staff at all reasonable times.

Section 6.6. Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold MNWD, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

SECTION VII – LABOR CODE PROVISIONS

Section 7.1. 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 are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. MNWD shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold MNWD, 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.

Section 7.2. Registration and Labor Compliance. If the services are being performed as part of an applicable “public works” or “maintenance” project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

Section 7.3. Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

SECTION VIII – INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall immediately indemnify, defend, and hold MNWD, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant’s Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys’ fees and other related costs and expenses. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against MNWD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse MNWD for the cost of any settlement paid by MNWD or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement

shall include payment for MNWD's attorneys' fees and costs, including expert witness fees. Consultant shall reimburse MNWD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by MNWD, its directors, officials, officers, employees, agents, or volunteers. 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.

SECTION IX – INSURANCE

Section 9.1. Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to MNWD that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to MNWD that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for MNWD to terminate this Agreement for cause.

Section 9.2. Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

A. Commercial General Liability. Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). Consultant shall maintain limits no less than \$1,000,000 per occurrence, or the full per occurrence limits of the policies available, whichever is greater, for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit or product-completed operations aggregate limit is used, including but not limited to form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit. The general liability policy shall include or be endorsed (amended) to state that: (1) MNWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work using as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37; and (2) the insurance coverage shall be primary insurance as respects MNWD, its directors, officials, officers, employees, agents, and volunteers using as broad a form as CG 20 01 04 13, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by MNWD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

B. Automobile Liability. Coverage shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001, code 1

(any auto). Consultant shall maintain limits no less than \$1,000,000 per accident for bodily injury and property damage. The automobile liability policy shall include or be endorsed (amended) to state that: (1) MNWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects MNWD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by MNWD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

C. Workers' Compensation and Employer's Liability Insurance. Consultant shall maintain Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance in an amount no less than \$1,000,000 per accident for bodily injury or disease. The insurer shall agree to waive all rights of subrogation against MNWD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

D. Professional Liability. Consultant shall procure and maintain, and require its subconsultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall purchase a one-year extended reporting period: i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. Such insurance shall be in an amount not less than \$2,000,000 per claim.

E. Excess Liability (if necessary). The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess coverage shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of MNWD (if agreed to in a written contract or agreement) before MNWD's own primary or self-insurance shall be called upon to protect it as a named insured. The policy shall be endorsed to state that MNWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured at least as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37. The coverage shall contain no special limitations on the scope of protection afforded to MNWD, its directors, officials, officers, employees, agents, and volunteers.

Section 9.3. All Coverages. The Consultant is required by this Agreement to state that: (i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to MNWD; If any of the required coverages expire or cancel during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to MNWD at least ten (10) days prior to the cancellation or expiration date; and (ii) any failure to comply with

reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to MNWD, its directors, officials, officers, employees, agents, and volunteers.

Section 9.4. Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to MNWD, its directors, officials, officers, employees, agents, and volunteers.

Section 9.5. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by MNWD. Consultant shall guarantee that, at the option of MNWD, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MNWD, its directors, officials, officers, employees, agents, and volunteers; and insurer shall provide or be endorsed to provide that the deductibles or SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured or (ii) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

Section 9.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII or equivalent, or as otherwise approved by MNWD.

Section 9.7. Verification of Coverage. Consultant shall furnish MNWD with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to MNWD. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by MNWD if requested. All certificates and endorsements must be received and approved by MNWD before work commences. MNWD reserves the right to require complete, certified copies of all required insurance policies, at any time. In the event that the Consultant employs other consultants (sub-consultants) as part of the services covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

Section 9.8. Reporting of Claims. Consultant shall report to MNWD, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

SECTION X – TERMINATION

Section 10.1. Grounds for Termination. MNWD may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to MNWD, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

Section 10.2. Effect of Termination. If this Agreement is terminated as provided herein, MNWD may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

Section 10.3. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, MNWD may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

SECTION XI – OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

Section 11.1. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for MNWD 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”). All Documents & Data shall be and remain the property of MNWD, and shall not be used in whole or in substantial part by Consultant on other projects without MNWD’s express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to MNWD reproducible copies of all Documents & Data, in a form and amount required by MNWD. MNWD reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by MNWD at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to MNWD upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to MNWD any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to MNWD upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify MNWD and provide MNWD with the opportunity to obtain the documents.

Section 11.2. Subconsultants. Consultant shall require all subconsultants to agree in writing that MNWD is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by MNWD.

Section 11.3. Right to Use. MNWD shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at MNWD’s sole risk. If MNWD uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant’s seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to MNWD upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a

party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

Section 11.4. Intellectual Property Indemnification. Consultant shall defend, indemnify and hold MNWD, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by MNWD of the Documents & Data, including any method, process, product, or concept specified or depicted.

Section 11.5. Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of MNWD, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use MNWD's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of MNWD.

SECTION XII – ACCOUNTING, INSPECTION AND AUDIT

Section 12.1. Records. Consultant shall keep and shall preserve for four (4) years after final completion of the services, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the work, services and disbursements charged to MNWD under this Agreement (collectively, "Books and Records"). Any and all Books and Records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. During such four (4) year period, Consultant shall give MNWD and its agents, during normal business hours, access to such Books and Records. MNWD and its agents shall have the right to make copies of any of the said Books and Records.

Section 12.2. Custody. Where MNWD has reason to believe that any of the Books and Records required to be maintained by this Article may be lost or discarded due to dissolution or termination of Consultant's business, MNWD may, by written request, require that custody of such Books and Records be given to a person or entity mutually agreed upon and such Books and Records thereafter shall be maintained by such person or entity at Consultant's expense. Access to the Books and Records shall be granted to MNWD and its Representatives.

SECTION XIII – GENERAL PROVISIONS

Section 13.1. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

MNWD:

Moulton Niguel Water District
26161 Gordon Rd.
Laguna Hills, CA 92653
Attn: Director of Engineering

CONSULTANT:

Butler Engineering, Inc.
17822 17th Street, Suite 404
Tustin, CA 92780
Attn: Mark M. Butler, Jr.

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Section 13.2. Subcontracting/Subconsulting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of MNWD. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

Section 13.3. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of MNWD's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

Section 13.4. Time of Essence. Time is of the essence for each and every provision of this Agreement.

Section 13.5. MNWD's Right to Employ Other Consultants. MNWD reserves right to employ other consultants in connection with this Project.

Section 13.6. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

Section 13.7. Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of MNWD. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

Section 13.8. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to MNWD include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

Section 13.9. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

Section 13.10. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

Section 13.11. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

Section 13.12. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Section 13.13. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with MNWD's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, MNWD shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of MNWD, during the term of his or her service with MNWD, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Section 13.14. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

Section 13.15. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

Section 13.16. Government Code Claim Compliance. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against MNWD. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against MNWD.

Section 13.17. Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

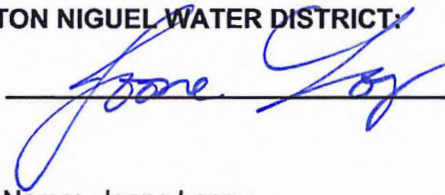
Section 13.18. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

Section 13.19. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

Section 13.20. Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

MOULTON NIGUEL WATER DISTRICT:

By:



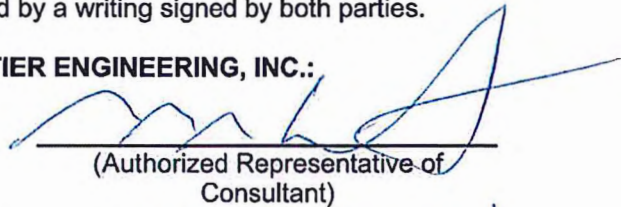
Printed Name: Joone Lopez

Title: General Manager

Dated: 1/9/19

BUTIER ENGINEERING, INC.:

By:


(Authorized Representative of
Consultant)

Printed Name: Mark M. Bether

Title: VP/CEO

Dated: 1/3/2019

Exhibit "A"

SECTION A

Executive Summary Letter



November 14, 2018

Moulton Niguel Water District
26161 Gordon Road
Laguna Hills, CA 92653
Attn: Todd Dmytryshyn, Principal Engineer

Subject: Construction Management and Inspection Services for 2017-18 Reservoir Management Systems Replacement, Project No. 2017.003

Dear Mr. Dmytryshyn:

Butier Engineering, Inc. (Butier) is pleased to present three (3) hard copies and one (1) electronic PDF copy of our qualifications on CD. We have also included three (3) hard copies of our Fee Proposal in a separate sealed envelope. Our submittal is fully responsive to the RFP issued on October 17, 2018, and all attachments.

Existing Professional Relationship with District and Stakeholders

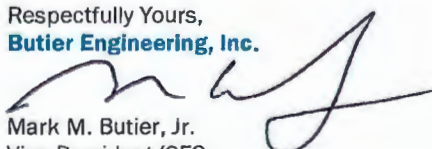
Butier has formed excellent relationships with the City of Laguna Niguel through our contracts with South Coast Water District and South Orange County Wastewater Authority. In addition, we provided constructability review, estimating, scheduling and project management services to the District for the Moulton Niguel Water Pollution Control and Reclamation Facility.

Unique Team Features

- **Project Relationship with the Design Team**—Butier has provided construction management and inspection services on similar projects designed by **Lee & Ro**, including SOCWA's recent J.B. Latham Treatment Plant Facility Improvements and Regional Treatment Plant Cogeneration and Switchgear Upgrades Projects. Our long-standing and professional relationship with Lee & Ro will make the development of our management approach more efficient and cost effective.
- **Project Team Members**—Butier has an established, long-term working relationship with our key team member **ON-SITE Technical Services, Inc.** Our firms have successfully teamed on recent water infrastructure projects for Metropolitan Water District; Orange County Water District; Poseidon Water; San Diego County Water Authority; Water Replenishment District of Southern California; and West Basin Municipal Water District. Our continuous professional relationship has refined our ability to address specific field QA/QC issues and create efficient management practices that will be utilized on the District's Reservoir Management Systems Replacement project.
- **Independent Third-Party Construction Management**—Butier's sole focus is to provide third-party CM and inspection services for reservoirs, large-diameter pipelines, pump stations, and water/wastewater treatment facilities. Consequently, we do not have the potential conflicts inherent with a large multi-practice firm.
- **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. We also have the ability to survey local contractors on the current market environment. This provides our clients with an assessment of the best time to release a project for bidding.

We appreciate the opportunity to meet the District's project challenges and are confident that we have assembled a team that will serve the best interests of all participants. If you have any questions regarding our proposal, please contact me for clarification at (714) 832-7222 or jrbutier@butier.com.

Respectfully Yours,
Butier Engineering, Inc.


Mark M. Butier, Jr.
Vice President/CFO

SECTION B Scope of Work



Understanding & Approach

As summarized in the RFP, Moulton Niguel Water District is seeking a professional consulting firm to provide comprehensive construction management and inspection services for the second phase of the Reservoir Management Systems (RMS) Replacement Program. The Program consists of replacing 20 existing on-site generation (OSG) systems incrementally in phases. This phase of the program includes replacing the existing OSG systems at the following RMS sites with 12.5% bulk hypochlorite and ammonia systems:



Challenges/Solutions

1. Staffing

Construction activities are planned to begin on April 1, 2019, with an estimated completion date of March 14, 2020. In order to meet the schedule requirements, the work will be performed concurrently at all five reservoir sites. We intend to provide a full-time Lead Field Inspector to address the needs of the concurrent work. The Lead Inspector will report directly to Butier's Resident Engineer. The Butier Team will be supported by supplemental specialty staff on an on-call basis to provide discipline specific support (i.e., mechanical, electrical, instrumentation, start-up). Our staffing plan will be tied to the baseline schedule provided by the Contractor. We have completed several "multi-site" projects using this approach.

2. Start-Up/Commissioning

We have added **ON-SITE Technical Services, Inc.** to our team to provide mechanical, start-up and commissioning support services. Our experience with rehabilitation projects has taught us that incorporating new equipment and controls (PLCs into existing SCADA) will create unique and unforeseen challenges. In conjunction with MNWD Operations staff, we intend to integrate the commissioning staff at the field level during key points of installation. Strong emphasis will be put on the review of the Contractor's commissioning submittal, startup schedule and coordination. Detailed checklists will be developed to eliminate schedule delays associated with functional testing.

Scope of Services

The Butier Team will act as an extension of the District's staff and will take the lead role in the daily field management of the project working directly under the District's Project Manager. The Team will become familiar with the appropriate District staff members to integrate the services scope within existing District administrative policies and procedures.

1. Review Contract Documents

The Butier Team will review the contract documents for clarity, conflicts, consistency and completeness prior to the preconstruction meeting. The Team will identify potential construction conflicts in relationship to District standards, permits, or other relevant requirements. The Team will identify potential areas within the contract documents that may require clarification, recognizing that there are potential benefits to the District to resolve cost or schedule issues prior to the construction phase.

2. Pre-Construction Meeting

The Butier Team will schedule and facilitate a pre-construction meeting with the District, Design Engineer, Contractor and other project stakeholders. The meeting will outline the following to the Contractor: contract administration guidelines, contractual roles, reinforcement of specific requirements for safety, traffic access, and coordination issues for the work.

3. Contract Administration & Management

a. Daily Inspection Activity Reports

The Butier Team will document daily start and stop times, size of Contractor's crew, equipment used, visitors to jobsite, climatic conditions throughout the day, quantities of materials used, work accomplished, periods of Contractor downtime and cause, inspection procedures and results, and verification of compliance with Contract Documents. Electronic copies of reports will be submitted to the District on a weekly basis.

SECTION B

Scope of Work



b. Compliance with Contract Documents

The Butier Team will respond to inquiries regarding the requirements of the Contract Documents and will ensure that the Contractor is in compliance. The Lead Inspector will verify that all deliveries and installation of equipment and materials conform to the Contract Documents and shop drawings.

c. Contractor Safety Program

The Butier Team will monitor the Contractors' work practices. We will review the Contractor's Injury and Illness Prevention Plan (IIPP) and spot check that field work is conducted under the approved program. Site safety is the responsibility of Contractor. We will request minutes and agendas from "tool box" meetings. Safety will be a weekly meeting topic. If a modification to the safety plan is needed to accommodate a change in condition or MNWD operational needs, separate, field-specific meetings will be conducted. These changes will be coordinated with MNWD Operations.

d. Monitor Contractor's Schedule

The Resident Engineer will evaluate and monitor the Contractor's Baseline Schedule, weekly look-ahead schedules, monthly schedule updates, Time Impact Analyses (TIAs), schedule revisions, and as-built schedule submittals. The RE will also update the overall project schedule to reflect actual progress and changes. Slippage of any contract activities on the critical path, as well as time sequence problems, will be identified early so that the CM team may take corrective action, if possible. The Contractor should be required to re-evaluate the logic of his original schedule and resubmit revised planning should the original plan be ineffective or not followed. All Contractor time extensions must be supported by critical path impacts on the approved baseline schedule.

e. Digital Photographs

A digital photographic library will be maintained. The photographs will be labeled with the date, location, and narrative information. Additional digital photographs and video will be taken to document differing site conditions, change order and claim items, and any special or unique conditions.

f. Daily Communication

The Butier Team will coordinate daily with the District and necessary project stakeholders, including the Design Engineer, geotechnical firm, HOAs, the public, and the Cities of Laguna Niguel, Aliso Viejo, and Mission Viejo.

g. Requests for Information (RFIs)

The Butier Team will document the submittal and disposition of RFIs. All responses will be monitored with suspense action dates and follow-up procedures

implemented to ensure timely action by all parties. Should the Contractor deem the RFI response has created a change in scope and a change order is requested, the RE will obtain approval of the District's Project Manager prior to issuing a change order authorization.

h. Submittal Review and Process

The Butier Team will use a cloud-based construction project management program to coordinate the submittal/shop drawing review process and route all transmittals to the appropriate reviewer. The Lead Inspector will maintain a log to track the status and review action of all submittals. The Lead Inspector will ensure that all submittals required by the contract documents have been submitted by the Contractor. The Butier Team is responsible for reviewing the contract documents, identifying the submittals, and maintaining PDF copies of all submittals.

i. Change Order Log / Tracking

The Butier Team will utilize the document control system to track and document all changes for added costs or credits. Butier will have no authority to issue changes or modifications to the contract documents. The District or the Contractor may initiate a change, or request for changes or modifications may arise due to differing site conditions. The Butier Team will track, document, and negotiate all changes for added costs or credits with the construction Contractor and evaluate all schedule impacts of changes in addition to advising the District of equitable cost and time adjustments for proposed or authorized changes including credits, if any, that are due. At the District's direction, the RE will prepare and issue to the Contractor appropriate change order documents. The RE will provide to the Design Consultant copies of all approved change orders. The RE will also prepare draft formal Change Orders and forward them to the District for formal authorization.

j. Claims Management

The Butier Team will minimize the potential impact of claims through prompt and equitable resolution with minimal disruption to the on-going construction effort. If the District and the Contractor disagree over the contractual merit of a change order, a claim may arise. If this occurs, the change request will be flagged in the change order tracking system to designate a changed status for monitoring and reporting. The Butier Team review the project documentation in detail and evaluate the claim accordingly:

- **Resolution Alternative:** The RE will prepare a written acknowledgement of receipt of the claim. The intent of this correspondence is to provide detailed documentation in order to mitigate misunderstandings. The RE will work closely with District staff to assess the risk of exposure and to determine an appropriate response to the claim.

SECTION B Scope of Work



- **Negotiate and Resolve Claims:** The evaluation results and recommendations will be forwarded to the District's Project Manager. The recommendation may suggest a negotiated settlement (in which case a settlement strategy would need to be established) or may confirm the original results of the change order evaluation, in which case the claim would be denied and the dispute acknowledged. The timeframe for claims will be handled according to the timeline required by the Contract Documents.

4. Biweekly Jobsite Meetings

The Butier Team will conduct approximately 24 biweekly jobsite meetings to perform period review of project progress, issues, and schedule. The primary focus of the meetings will be to proactively resolve any potential issues and review the Contractor's planned work over the next two weeks. The Butier Team will prepare agendas and meeting minutes for all meetings. After incorporating comments, the Butier Team will distribute the meeting minutes to all attendees and other District designated entities.

5. Partial Payment Requests

The Butier Team will review and approve the Contractor's partial payment requests and other project-related invoices each month. The progress payment worksheet will be based on an approved schedule of values and validated by daily inspection reports. Pay requests will be checked against actual in-place quantities verified at the end of the pay period. The pay request format will be established by the project team to expedite checking, processing, and subsequent updating of project budgets and cost projections and forwarded to the District for approval and payment to the Contractor.

6. Electronic Document Control System

In addition to using MS Office software, the Butier Team utilizes **Procore**—a cloud-based construction project management solution—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. Each user is able to access the program via a web browser on their computer or mobile device using secure log-in information. Procore can be



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

7. Construction Inspection & Specialty Inspection

Butier has assigned **Joseph Hawes, CWI, NACE as the full-time Lead Inspector**. He will be supported by specialty inspectors, as needed. Our inspectors are qualified to provide comprehensive on-site civil, structural, mechanical, and electrical / instrumentation and controls services. They will oversee all work performed by the Contractor to ensure compliance with the contract documents, industry standards and applicable codes, regulations, and permits.

Our Lead Inspector and Specialty Inspectors have the required experience and certifications for the work being performed. They will be responsible for the following:

reviewing the Contractor's two week "look ahead" schedules; reviewing the Contractor's as-built drawings; discussing responses to RFIs; preparing and submitting to the District daily construction reports; providing weekly digital photographs; and coordinating with other District contracted consultants. Additional inspection services include the following:

- **Welding Operations**—verify certifications, joint preparation, electrode types and finished product comply with the contract documents.
- **Mechanical Anchorages**—verify materials and installation procedures comply with the contract documents, approved submittals and manufacturer's recommendations.
- **Coating Operations**—physically inspect blast-cleaned surfaces, monitor ambient conditions, verify proper mixing and application of materials, and test that film continuity and dry film thickness comply with Contract Documents.
- **Electrical Conduit and Wire Size**—verify all electrical conduit and wire size, materials, locations, terminations, labeling and testing; grounding system installation and testing; and installation, testing and calibration of instrumentation.

SECTION B

Scope of Work



- **Electrical Equipment Compliance**—verify all electrical equipment complies with the Contract Documents, approved submittals and manufacturer's requirements; witness "pre-startup" by the Contractor and manufacturer's representatives to verify all equipment has been installed and is operating in accordance with the Contract Documents and manufacturer's recommendations; and witness complete equipment and system performance testing by the Contractor.

8. Startup and Commissioning

Butier has selected **ON-SITE Technical Services, Inc. to provide startup and commissioning support.** ON-SITE will verify compliance with the Contract Documents, manufacturer recommendations and industry best practices. ON-SITE and our Lead Inspector will coordinate with the Contractor, Engineer, and District for any sequencing required during the commissioning process.

When the equipment is turned over to the commissioning team, the Contractor verifies that the equipment has been FAT tested; is installed to specifications; and that the feed pumps and analytical equipment have been loop tested. The feed systems will be evaluated separately.

Verify Equipment—Review FAT testing report and control logic. Inspect installed equipment, compare to vendor information, verify capacity of equipment, control, etc.

- **Verify Installation**—Inspect system, trace feed lines from storage tanks to feed pumps and from feed pumps to injection points. Verify shut off valve locations. Verify calibration column locations and valving.
- **Surrogate Testing (Manual)**—Fill feed tanks with enough water for 24 hours of continuous feed at high rate. Valves will be opened to allow water flow to the feed pumps. Air will be bled from the feed lines and the pump will be started in manual pumping water at a high rate to the feed point for 24 hours. Calibration of feed rate will be confirmed using the calibration columns. Feed and fill lines will be checked for leakage, during and after testing.
- **Surrogate Testing (Automatic)**—More water will be added to the feed tank, if needed. Feed pump will be placed in automatic and will be checked for response for simulated signals from PLC for flow rate and disinfectant residual to verify control logic.
- **Live Testing**—Water will be drained from feed tanks and chemicals added, sufficient for a few hours of testing. Analytical equipment will be powered up and placed in service. Feed pumps will be placed in automatic to meet system needs.
- **Performance Testing**—After both chemical systems have been commissioned/started up, the system will be tested

for 1 week with the existing system as a backup in case of issues. After the 1 week testing period is over, the system will be placed in permanent service and the existing system can be abandoned.

- **Documentation**—After the commissioning, a memorandum will be prepared documenting the success of the testing and that it has been completed and the systems are ready to be placed in service.

9. Maintenance of As-Built Drawings

The Butier Team will maintain a comprehensive and accurate set of as-built drawings throughout construction. At the conclusion of the project, we will consolidate all changes into a single red-line utilizing **BLUEBEAM** software and submit to the Design Engineer. Butier's Resident Engineer will coordinate the submittal of completed as-built drawings to the District's Records Manager. The Butier Team will hold monthly record drawing review meetings with the District's PM and the Contractor prior to submittal of the monthly progress payment. Construction contract documents should provide the District with the ability to withhold a percentage of the monthly pay request.

10. Project Close-Out

a. Final Inspection / Acceptance

The Butier Team will prepare detailed project punch lists and will coordinate with the District and the Contractor for final acceptance. The RE will assign cost values for outstanding punch list items to facilitate prompt and timely close-out of the project. Upon correction of deficiencies by the Contractor, the Lead Inspector will schedule, coordinate, and conduct a final walk-through prior to the acceptance of work with the District. The RE will provide a letter to the District recommending acceptance of the project and a substantial completion date.


b. Pre- and Post-Construction Conditions

The Butier Team will compare between pre-construction and post-construction conditions of the RMS sites and access routes to ensure that all areas are returned to pre-construction conditions. The RE and Lead Inspector will demonstrate to the District, HOAs, and additional stakeholders that the sites have been properly restored.

c. Final Project Documentation

The Butier Team will furnish all project documents, final project reports and as-built drawings to the District's Project Manager at the conclusion of the project. Project documents will be accurately titled and labeled and delivered in form and fashion acceptable to the District.

#5.

		2017-18 RESERVOIR MANAGEMENT SYSTEMS REPLACEMENT (Project No. 2017.003)			
Classification / Hourly Rate / Assigned Personnel	RE Kenji Shintaku	Lead Inspector Joseph Hawes	Electrical/Startup Frank Johnson	Mechanical/Startup Kent Kroeger	Proposed LOE
Task 2 Construction Phase					
2.1 Review Contract Documents	40				
2.2 Pre-Construction Meeting	8				
2.3 Contract Administration and Management	220				
2.4 Bi-weekly Jobsite Meetings	88				
2.5 Partial Payment Requests	22	44			
2.6 Document Control		450			
2.7 Construction Inspection and Specialty Inspection		1000			
2.8 Startup and Commissioning		82	124	124	
2.9 Maintenance of As-Built Drawings		100			
2.10 Project Closeout	40	100			
Total Hours	418	1776	124	124	2442

SECTION C

Project Team



Introduction

Butier Engineering Inc.'s professional staff consists of skilled project managers, resident engineers, schedulers, estimators, and inspectors who have successfully managed water/wastewater treatment, storage, and transmission projects



throughout Southern California. By having the Butier Team serve the District as a single-source of responsibility, the construction management and inspection activities will be well coordinated and delivered efficiently. We propose to approach this project with a spirit of partnership, coordinating closely with the District's CM personnel. This enables us to combine the knowledge, ideas, and talents of the District's staff with our construction administration experience to provide extraordinary results.

Our project teams are structured to provide for disciplined layers of quality assurance, from preconstruction through startup and project close-out. **Kenji Shintaku, P.E.—Butier's proposed Resident Engineer**—has full access to teams of civil, mechanical, electrical, and structural engineers, specialty consultants, and inspectors through existing relationships and teaming arrangements with local firms. The construction management team is always vigilant during preconstruction, construction, and close-out to meticulously document project activities and minimize contractor claims.

Field Inspection Personnel

The Butier Team has the capacity to successfully provide construction management and inspection services for the three Reservoir Management Systems sites. **We have assigned Joseph Hawes, CWI, NACE as our full-time Lead Inspector** who will be responsible for inspecting the work at each site. He will be supported by additional civil, mechanical, structural, electrical and specialty inspectors, as necessary.

Butier's field inspection staff bring significant experience in the construction of reservoirs, pump stations, water and wastewater treatment plants, wells, and pipelines. In addition, they have years of experience managing or inspecting public works projects for major cities, counties, and water and sanitation districts. Our inspection staff possess licenses / certifications from the following organizations:

- **American Concrete Institute** (Field Testing Technicians)
- **American Welding Society** (Certified Welding Inspectors)
- **International Code Council** (Reinforced Concrete, Prestressed Concrete, Structural Masonry, Soils, Spray-Applied Fireproofing, Structural Steel And Bolting, Structural Welding, Electrical)
- **NACE International** (Level 1, 2 and 3 Certified Coating Inspectors)
- **Post Tension Institute** (Field Technicians)

Butier's field inspectors will observe and document the work and its conformance with construction documents. Their duties will include, but not be limited to, preparing daily inspection reports of construction activities; reports of deviations and non-conformance to specifications; and performing technical inspection at the jobsite or off-site of materials.

ON-SITE Technical Services, Inc. (Mechanical / Startup & Commissioning Support)

ON-SITE Technical Services, Inc. has over 25 years of direct experience in functional testing, start-up and commissioning of systems related to water treatment, storage, and conveyance, including large pumping stations, electrical equipment, components and instrumentation, SCADA, and other equipment and systems. Their inspectors possess ICC, ACI, AWS, CWI, NACE, and ASNT NDE certifications. They have supported the fabrication inspection of switchgear, transformers, MCCS, control systems and PLCs; possess extensive experience in FRP fabrication and testing of filament wound tanks and pipe, and hand laid up assemblies; and have inspected the application of all types of coating systems used in industrial applications. Additional areas of expertise include inspection of mechanical equipment, welded structures, pressure vessels, fiberglass reinforced tanks and pipe. Over the last 15 years, ON-SITE has provided similar services as a part of Butier's team for numerous projects for MWD, OCWD, WRD, WBMWD, Chino Basin Desalter Authority, and Poseidon Water.

Biographical Sketches

Please find biographical sketches of our key personnel and the project team organizational chart on the following pages. **Résumés for all personnel listed are provided in the Appendix.**

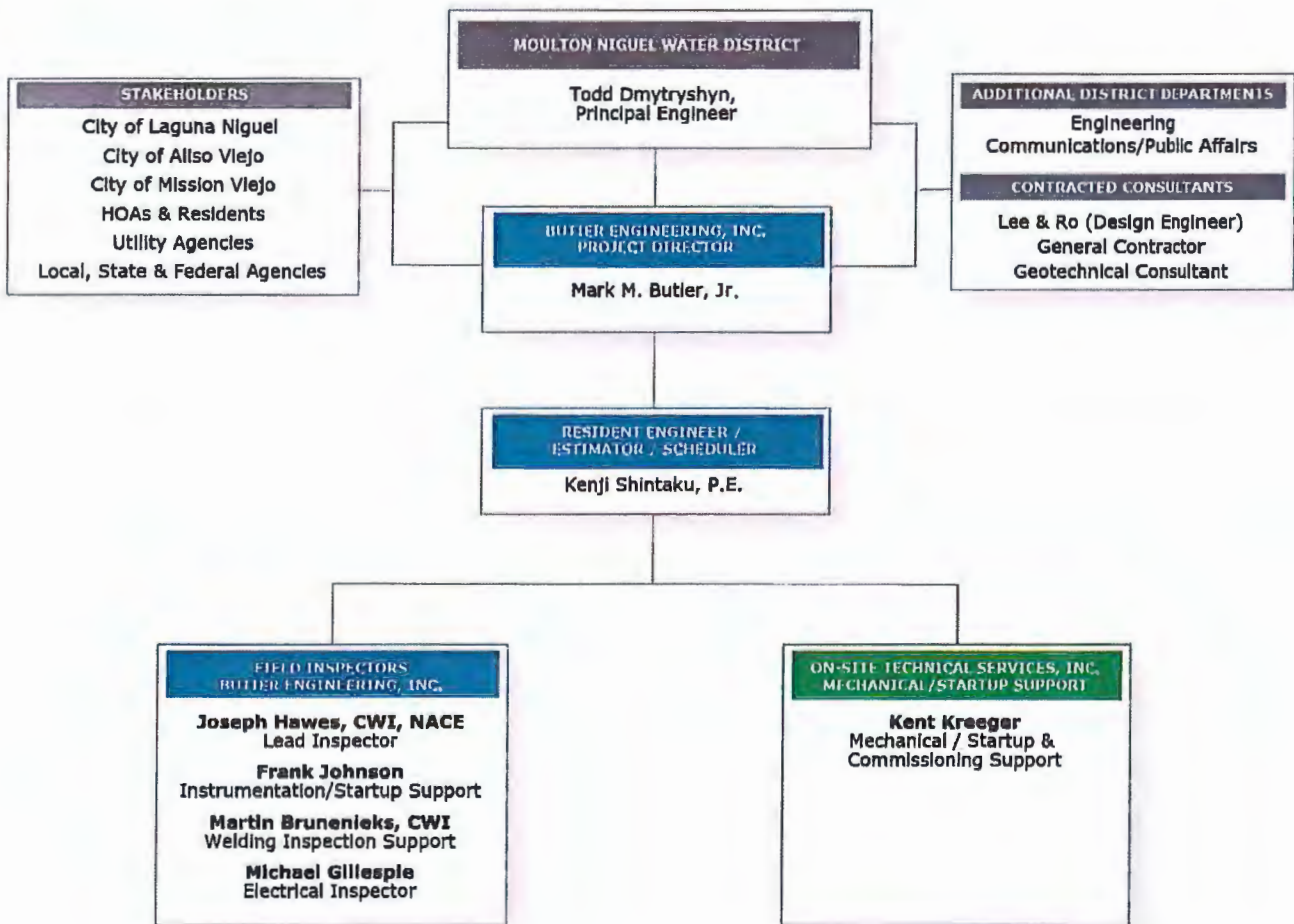
SECTION C

Project Team



Member Name / Role / Years' Experience	Areas of Expertise/Specialization
Mark M. Butler, Jr. Project Director Butier Engineering, Inc. Yrs. Experience: 30	Mr. Butler has over 30 years of project management, CM, and claims mitigation experience on major water / wastewater treatment, storage, and transmission pipeline projects. He will serve as the Project Director responsible for ensuring that all necessary resources are available to meet the requirements of the project and expectations of the District. He will meet with the District's representatives at key project milestones, as appropriate.
Kenji Shintaku, P.E. Resident Engineer / Estimator / Scheduler Butier Engineering, Inc. Yrs. Experience: 29	Mr. Shintaku routinely takes the lead in managing, estimating, consulting, and scheduling large multi-million dollar heavy civil infrastructure projects, including water treatment facilities, reservoirs, pump stations, pipelines, odor control facilities, and cogeneration facilities. He will be responsible for the following: supervising Butier's Field CM Team; full contract administration; monitoring the Contractor's baseline schedule; preparing and reviewing cost estimates; negotiating change orders and claims; coordinating with District operations personnel, PM staff, and stakeholders; recommending monthly progress payments; and leading preconstruction and biweekly progress meetings.
Joseph Hawes, CWI, NACE Lead Inspector Butier Engineering, Inc. Yrs. Experience: 16	As a Lead Inspector, Mr. Hawes manages daily field operations for various public works, residential, and commercial projects, including reservoirs, water treatment facilities, pipelines, and airports. He has performed varying degrees of inspections for welding, coatings, electrical, post-tension, reinforced concrete, structural masonry, plumbing, and soils/engineered fill operations. Recent projects include Poseldon Water's 50 MGD Desalination Treatment Plant and Pipeline (\$697 million) and the County of Orange, Airport Operations' JWA Thomas F. Riley Terminal Building Improvements (\$102 million).
Frank Johnson, P.E. Instrumentation / Startup Support Butier Engineering, Inc. Yrs. Experience: 37	Mr. Johnson has extensive experience providing lead inspection for the water/wastewater treatment industry. He performed as Lead Inspector for West Basin Municipal Water District's \$60.5 million ECLWRF Phase V Design/Build Expansion and the Water Replenishment District's Leo J. Vander Lans Water Treatment Facility Expansion. He is currently the Lead Inspector for WRD's Multiple Safe Drinking Water Wellhead Treatment Project.
Martin Brunenleks, CWI Welding Inspection Support Butier Engineering, Inc. Yrs. Experience: 22	Mr. Brunenleks provides inspection services for water/wastewater treatment facilities, reservoirs, pump stations, pipelines, airports, and public facilities. He is ICC-certified in structural steel and welding, spray-applied fireproofing, and concrete. He recently provided civil/mechanical/structural inspection services for SOCWA's J.B. Latham Treatment Plant Facility Improvements Project and Regional Treatment Plant Cogeneration and Switchgear Upgrades Project. He is currently providing field inspection services for OCWD's Mid-Basin Injection; Centennial Park Project.
Michael Gillespie Electrical Inspector Butier Engineering, Inc. Yrs. Experience: 40	Mr. Gillespie has an extensive background in electrical power, instrumentation, and controls for various types of projects, including water and wastewater treatment plants, pump stations, educational facilities, airports, co-generation facilities, and methane gas compressor facilities. He performed as an Electrical Inspector for Poseldon Water's Carlsbad 50 MGD Seawater Reverse Osmosis Desalination Treatment Plant. Prior to joining Butier, Mr. Gillespie was an ICC-Certified County of Orange Building Inspector IV.
Kent Kreeger Mechanical/Startup & Commissioning ON-SITE Technical Services, Inc. Yrs. Experience: 35	Lending 35 years of experience, Kent leads ON-SITE's mechanical equipment team for constructability reviews, equipment QA, installation and start-up, vibration analysis, failure analysis, and problem resolution in the water/wastewater industry. Additional areas of expertise include inspection of mechanical equipment, welded structures, pressure vessels, fiberglass reinforced tanks and pipelines.

SECTION C
Project Team



SECTION E

Schedule



Ability to Complete the Work

Butier's construction management and inspection team has the ability to complete all work based on the proposed schedule for the Reservoir Management Systems Replacement Project. Butier has the flexibility and low overhead of a small firm with the resources and capability of a large firm. Our company structure allows greater involvement of our principals, which means better continuity and customer support, while ensuring our ability to respond rapidly to projects with known, reliable resources. Our strengths allow us to respond to projects of all potential size, scope, duration, and location. Butier has the necessary experience, past performance, and resources in order to provide the District with proven results.

As stated previously, Lead Inspector Joseph Hawes, CWI, NACE will be assigned full-time for the duration of the project and will provide inspection services at the five RMS sites as required. He will be supported by additional civil, mechanical, electrical and specialty inspectors when necessary. In addition to the key personnel who are directly employed by Butier, we can also call upon professional, experienced and reliable outside resources to complete any task. Over the past 42 years, we have developed a continuous and successful relationship with each of our resources. This ensures that our high quality, in-house standards are always followed.

Butier has the necessary experience, past performance, and resources in order to provide the District with proven results.

Schedule Control

While the CM Team's ability to meet schedule milestones will be important for meeting the overall goals of the project, their ability to monitor and manage the Contractor's performance will be critical to minimizing problems during construction. Contractor schedule requirements will be specified in the contract documents based on the needs of the project. Such requirements include substantial completion deadlines and interim and final completion dates.

The Butier Team will use two primary tools to track construction schedule performance. First, **resource-loaded schedules (Primavera)** are the basis for evaluating performance and identifying if potential problems will occur. Second, **variance identification/analysis** initiates recovery when problems do occur.

The construction progress will be evaluated based on data contained in approved, resource-loaded critical path

method schedules. The Contractor will be required to submit detailed resource-loaded schedules for acceptance by the District. The Contractor is then required to provide timely, detailed status information as the work progresses. The Butier Team will project future performance through trend analysis and evaluate the Contractor's actual performance by comparing actual qualities completed versus planned. The primary resource loading for these evaluations include:

1. Cost (dollars)
2. Man-hours (by craft)
3. Quantity of work (cubic yards, linear feet, etc.)
4. Construction equipment listing

The CM Team must be aware of the actual activity start date, regardless of float. Schedule variances must be addressed with the Contractor at weekly progress meetings and additionally whenever the CM Team deems

appropriate. The importance of schedule management and "staying ahead of the Contractor" is critical for managing a Contractor that is prone to submitting claims in order to minimize costs to the District. The Butier Team has successfully managed this type of Contractor.

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, the CM Team must take action. Control of schedule performance must be addressed at the weekly progress meetings with the Contractor. Anticipated work to be accomplished should 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.

Recovery plans are required whenever the Contractor falls significantly behind schedule. These plans should address mitigation efforts such as additional crews, additional shifts, or developing work-around schedules that move the delayed activity off the critical path so that its completion will not affect critical milestones. As stated previously, the Butier Team prepares monthly project reports tracking project status and budget to document the project history. Any critical issues are identified, and an analysis includes action items and recommendations.

Exhibit "B"

SECTION F,
Budget



November 14, 2018

Moulton Niguel Water District
26161 Gordon Road
Laguna Hills, CA 92653
Attn: Todd Dmytryshyn, Principal Engineer

Subject: Construction Management and Inspection Services for 2017-18 Reservoir Management Systems Replacement, Project No. 2017.003

Dear Mr. Dmytryshyn:

Butier Engineering, Inc. (Butier) is pleased to present three (3) hard copies of our fee schedule in a separate sealed envelope. In addition, we have provided three (3) hard copies and one (1) electronic PDF copy of our qualifications on CD. Our submittal is fully responsive to the RFP issued on October 17, 2018, and all attachments.

Company Name / Address: Butier Engineering, Inc.
17822 E. 17th Street, Suite 404; Tustin, CA 92780
Contact Person: Mark M. Butier Jr., Vice President/CFO
Tel: 714.832.7222
Email: jrbutier@butier.com

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

Rates for the Construction Management Team

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

Excluded from Rates

Trailer rental costs, installation of utilities, cost of utilities, cost of sanitary services, broadband / high speed connections, janitorial, furniture, travel and per diem outside the District's service area for local in-plant fabrication inspection.

Legal

All sub-consultants will be bound to the final terms and conditions of the prime agreement.

We are confident we have assembled a team that will serve the best interests of the District. Butier has demonstrated it is well structured to service the demands of this project. If you have any questions regarding our proposal, please direct them to me for clarification at (714) 832-7222.

Respectfully Yours,

BUTIER
Construction Managers, Consulting Engineers

Mark M. Butier, Jr.
Vice President/CFO



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



2017-18 RESERVOIR MANAGEMENT SYSTEMS REPLACEMENT (Project No. 2017.003)

Classification / Hourly Rate / Assigned Personnel	RE Kenji Shintaku	Lead Inspector Joseph Hawes	Electrical/Startup Frank Johnson	Mechanical/Startup Kent Kreeger	Proposed Total Cost
	\$ 175.00	\$ 140.00	\$ 150.00	\$ 150.00	
Task 2 Construction Phase					
2.1 Review Contract Documents	40				
2.2 Pre-Construction Meeting	8				
2.3 Contract Administration and Management	220				
2.4 Bi-weekly Jobsite Meetings	88				
2.5 Partial Payment Requests	22	44			
2.6 Document Control		450			
2.7 Construction Inspection and Specialty Inspection		1000			
2.8 Startup and Commissioning		82	124	124	
2.9 Maintenance of As-Built Drawings		100			
2.10 Project Closeout	40	100			
Total Hours	418	1776	124	124	2442
	\$ 73,150.00	\$ 248,640.00	\$ 18,600.00	\$ 18,600.00	\$ 358,990.00

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN MOULTON NIGUEL WATER DISTRICT AND
BUTIER ENGINEERING, INC.
MNWD PROJECT: CM&I SERVICES FOR 2017-18 RESERVOIR MANAGEMENT
SYSTEMS REPLACEMENT
CONTRACT NO. 2017.003b**

This Amendment No. 1 (this "Amendment") is entered into and effective as of _____, amending the Professional Services Agreement dated January 9, 2019 (the "Agreement"), by and between Moulton Niguel Water District ("MNWD"), and Butier Engineering, Inc. ("Consultant") (collectively, the "Parties"). Any capitalized terms used but not defined herein shall have the meaning assigned to them in the Agreement.

RECITALS

A. WHEREAS, on January 9, 2019, the Parties entered into the Agreement for construction management and inspection services through June 30, 2020 for a total not-to-exceed amount of \$358,990; and

B. WHEREAS, the Parties desire to increase the total not-to-exceed amount by \$110,000 and extend Agreement term until September 30, 2020.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, MNWD and Consultant agree as follows:

1. The term of the Agreement is hereby extended through September 30, 2020.
2. The Services to be provided by Consultant shall be revised to include the Services set forth in Exhibit "A" attached hereto and incorporated by this reference.
3. All payments and services associated with this Amendment shall not exceed \$110,000.
4. The Parties agree that the total Agreement amount, including this Amendment, shall not exceed \$468,990.
5. All requisite insurance policies to be maintained by the Consultant pursuant to the Agreement will include coverage for this Amendment.
6. All other provisions of the Agreement will remain in full force and effect. In the event of any conflict or inconsistency between the Agreement and this Amendment, the terms of this Amendment shall control.
7. The individuals executing this Amendment and the instruments referenced in it on behalf of the Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment.

-Signatures on following page-

#5.

MOULTON NIGUEL WATER DISTRICT:

BUTIER ENGINEERING, INC.:

By: _____

By: _____

(Authorized Representative of
Consultant)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

EXHIBIT A**SCOPE OF WORK**

Butier shall provide extended construction management and inspection support services through July 2020. Services include ongoing construction and specialty inspection; document control as directed by the District, including all project submittals, RFIs, change orders, progress payments, field reports, and correspondence; startup and commissioning; maintenance of as-built drawings; and project closeout including final inspection, punch list, and project documentation.

FEE

Anticipated to Complete					
Team Member	Hours/Week	Weeks	Total Hours	Billing Rate	Total Fees
Kenji Shintaku	8	14	112	\$175.00	\$19,600.00
Joseph Hawes	40	14	560	\$140.00	\$78,400.00
Kent Kreeger	32	1	32	\$150.00	\$4,800.00
Frank Johnson	24	2	48	\$150.00	\$7,200.00
Totals			752		\$110,000.00

On-site inspection will be performed by Joseph Hawes. When the chemical feed systems and control systems are in place, Kent Kreeger will assist Joseph Hawes and Kenji Shintaku with startup and testing. Mr. Shintaku will be primarily responsible for project closeout.



moulton niguel water district

STAFF REPORT

TO: Board of Directors **MEETING DATE:** May 4, 2020

FROM: Rod Woods, Director of Engineering
Bryan Hong, Senior Engineer

SUBJECT: Construction Management and Inspection Support for Regional Lift Station Enhancements

SUMMARY:

Issue: Board action is required to execute a Professional Services Agreement (PSA) for construction management and inspection (CM&I) services for the Regional Lift Station Enhancements, Project No. 2017.022.

Recommendation: It is recommended that the Board of Directors approve the Professional Services Agreement with Butier Engineering in the amount of \$492,386; authorize the General Manager or Assistant General Manager to execute the agreement; and to approve amendments up to 10% of the contract value.

Fiscal Impact: Project No. 2017.022 is budgeted in Fund 14, Planning and Construction with a current project budget of \$4,997,961. The proposed project budget is \$5,289,586. The project will be constructed next fiscal year. Adequate funds will be included in the FY 2020-21 Capital Improvement Program budget.

Reviewed by Legal: Yes

BACKGROUND:

The Regional Lift Station is located along Alicia Parkway adjacent to the Laguna Niguel Regional Park and pumps wastewater from the District’s collection system to the Joint Regional Treatment Plant. Over half of all wastewater generated within the District is pumped through the Regional Lift Station.

This project includes enhancements at the Regional Lift Station that will improve the operational reliability of this critical facility. The proposed enhancements include the

#6.

Construction Management and Inspection Support for Regional Lift Station Enhancements

May 4, 2020

Page 2 of 3

addition of a standby diesel engine-driven emergency bypass pumping system, rehabilitation of the existing wet well, installation of an overflow basin, and replacement of Pump No. 5. The project also includes related piping, electrical, and instrumentation controls. The Board of Directors awarded the construction services contract to Pacific Hydrotech Corporation on March 12, 2020.

Considering the scope, complexity, and importance of the project, in addition to current workloads, staff recommends the use of an outside firm for construction management and inspection support. The construction management and inspection services will include: construction inspection and specialty inspection; document control as directed by the District including all project submittals, requests for information, change orders, progress payments, field reports, and correspondence; condition assessment of the existing wet well; startup and commissioning; maintenance of as-built drawings; and project closeout including final inspection, punch list, and project documentation.

DISCUSSION:

On March 31, 2020, staff issued a Request for Proposals (RFP) for construction management and inspection services to six qualified firms. Six proposals were received and the fee estimates are summarized below:

Firm	Fee Estimate
Dudek	\$436,350
MWH Constructors	\$466,659
Wallace and Associates	\$474,180
Butier Engineering	\$492,386
Black & Veatch	\$589,482
TRC	\$706,680

Staff performed a thorough review of the proposals received to determine the best overall value for the professional services required. The key personnel proposed by Butier for the construction manager and inspector exhibited the best combined relevant experience and skillsets for the work to be performed on this project. Based on the firms' key personnel and balance of team, specific project understanding and approach, overall proposal quality, project specific experience and cost, staff recommends that Butier Engineering be awarded the professional services agreement.

All services will be performed on a time and materials not to exceed basis.

Construction Management and Inspection Support for Regional Lift Station
Enhancements
May 4, 2020
Page 3 of 3

SUMMARY OF PROJECT BUDGET:

	Project Budget*	Proposed / Approved Contract	Proposed / Authorized Contingency	Total Proposed / Authorized Amount
Project Items				
Engineering	\$288,860	\$262,600	\$26,260	\$288,860
Construction Contract	\$4,439,101	\$4,035,546	\$403,555	\$4,439,101
CM and Inspection	\$250,000	\$492,386	\$49,239	\$541,625
Legal, Permits, District Labor	\$20,000	\$20,000	\$0	\$20,000
Totals	\$4,997,961	\$4,810,532	\$479,054	\$5,289,586

*\$213,025.44 has been expended to date.

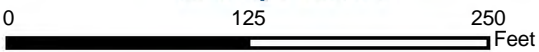
Currently Proposed Amount

Attachments:

1. Exhibit A – Location Map
2. Exhibit B – PSA for CM&I Services for Regional Lift Station Enhancements
3. Exhibit C – Vendor Contact List



Path: G:\GIS\Projects\Projects_Ongoing\Capital Improvement Project Exhibits\B_Hong\Regional_L_S.mxd



Scale = 1:1,200

**Exhibit "A" Location Map
Regional Lift Station Enhancements
Contract No. 2017.022**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MOULTON NIGUEL WATER DISTRICT AND
BUTIER ENGINEERING, INC.
MNWD PROJECT: CM&I SERVICES FOR REGIONAL LIFT STATION ENHANCEMENTS
CONTRACT NO. 2017.022**

This Agreement (the "Agreement") is made and entered as of _____ ("Effective Date") by and between the Moulton Niguel WATER DISTRICT ("MNWD") and Butier Engineering, Inc., a corporation with its principal place of business at 17822 17th Street, Suite 404, Tustin, CA 92780 ("Consultant"). MNWD and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

SECTION I – PURPOSE

Consultant shall provide certain professional services required by MNWD on the terms and conditions set forth in this Agreement. Consultant represents that it has the qualifications, experience, licenses, and facilities necessary to properly perform construction management and inspection services in a competent and professional manner.

SECTION II – TERM

The term of this Agreement shall be from the Effective Date to **December 31, 2021**, unless earlier terminated as provided herein.

SECTION III – SCOPE OF SERVICES

Section 3.1. Scope of Services. The scope of services to be provided by Consultant is set forth on Exhibit "A" attached hereto and by this reference incorporated herein ("Services"). Consultant warrants that it will perform the Services as set forth herein in a competent, professional and satisfactory manner. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

Section 3.2. Schedule of Services. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines, including any schedule of services set forth in Exhibit "A."

Section 3.3. Permits, Licenses, Fees and Other Charges. Consultant shall, in accordance with applicable laws and ordinances, obtain at his/her/its expense all permits and licenses necessary to accomplish the Services. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

SECTION IV – COMPENSATION

Section 4.1. Payment for Services Rendered. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Four Hundred Ninety-Two Thousand Three Hundred Eighty-Six Dollars (\$492,386)** without written approval by MNWD. Extra Work may be authorized, as

#6.

described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

Section 4.2. Invoices. Consultant shall submit to MNWD a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. MNWD shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

- A. Payment shall not constitute acceptance of any work completed by Consultant.
- B. The making of final payment shall not constitute a waiver of any claims by MNWD for any reason whatsoever.

Section 4.3. Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by MNWD.

Section 4.4. Extra Work. At any time during the term of this Agreement, MNWD may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by MNWD to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization by MNWD.

SECTION V – REPRESENTATIVES OF THE PARTIES

Section 5.1. MNWD's Representative. MNWD hereby designates its Director of Engineering, or his or her designee, to act as its representative for the performance of this Agreement ("MNWD's Representative"). Consultant shall not accept direction or orders from any person other than MNWD's Representative or his or her designee.

Section 5.2. Consultant's Representative. Consultant hereby designates Mark M. Butier, Jr., or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

SECTION VI – RESPONSIBILITIES OF CONSULTANT

Section 6.1. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. MNWD retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of MNWD and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this

Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

Section 6.2. Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from MNWD, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

Section 6.3. Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of MNWD.

Section 6.4. Substitution of Key Personnel. Consultant has represented to MNWD that certain key personnel will perform and coordinate the Services under this Agreement. The key personnel for performance of this Agreement are as follows: Mark Butier Jr., Kenji Shintaku, Joseph Hawes, Steve Naylor, Bruce Phillips, Kent Kreeger, Richard Grounds. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of MNWD. In the event that MNWD and Consultant cannot agree as to the substitution of key personnel, MNWD shall be entitled to terminate this Agreement for cause. Furthermore, any personnel who fail or refuse to perform the Services in a manner acceptable to MNWD, or who are determined by MNWD to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services or a threat to the safety of persons or property, shall be promptly removed from performing Services by the Consultant at the request of MNWD.

Section 6.5. Coordination of Services. Consultant agrees to work closely with MNWD staff in the performance of Services and shall be available to MNWD's staff, consultants and other staff at all reasonable times.

Section 6.6. Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold MNWD, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

SECTION VII – LABOR CODE PROVISIONS

Section 7.1. 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 are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. A copy of these prevailing wage rates are on file with the Department of Industrial Relations and can be found online with the State of California at <http://www.dir.ca.gov/dlsr/pwd>. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold MNWD, 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.

Section 7.2. Registration and Labor Compliance. If the services are being performed as part of an applicable “public works” or “maintenance” project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

Section 7.3. Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

SECTION VIII – INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall immediately indemnify, defend, and hold MNWD, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant’s Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys’ fees and other related costs and expenses. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against MNWD or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse MNWD for the cost of any settlement paid by MNWD or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement

shall include payment for MNWD's attorneys' fees and costs, including expert witness fees. Consultant shall reimburse MNWD and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by MNWD, its directors, officials, officers, employees, agents, or volunteers. 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.

SECTION IX – INSURANCE

Section 9.1. Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to MNWD that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to MNWD that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for MNWD to terminate this Agreement for cause.

Section 9.2. Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

A. Commercial General Liability. Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). Consultant shall maintain limits no less than \$1,000,000 per occurrence, or the full per occurrence limits of the policies available, whichever is greater, for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit or product-completed operations aggregate limit is used, including but not limited to form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit. The general liability policy shall include or be endorsed (amended) to state that: (1) MNWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work using as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37; and (2) the insurance coverage shall be primary insurance as respects MNWD, its directors, officials, officers, employees, agents, and volunteers using as broad a form as CG 20 01 04 13, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by MNWD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

B. Automobile Liability. Coverage shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001, code 1

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(any auto). Consultant shall maintain limits no less than \$1,000,000 per accident for bodily injury and property damage. The automobile liability policy shall include or be endorsed (amended) to state that: (1) MNWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects MNWD, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by MNWD, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

C. Workers' Compensation and Employer's Liability Insurance. Consultant shall maintain Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance in an amount no less than \$1,000,000 per accident for bodily injury or disease. The insurer shall agree to waive all rights of subrogation against MNWD, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

D. Professional Liability. Consultant shall procure and maintain, and require its subconsultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall purchase a one-year extended reporting period: i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. Such insurance shall be in an amount not less than \$2,000,000 per claim.

E. Excess Liability (if necessary). The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess coverage shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of MNWD (if agreed to in a written contract or agreement) before MNWD's own primary or self-insurance shall be called upon to protect it as a named insured. The policy shall be endorsed to state that MNWD, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured at least as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37. The coverage shall contain no special limitations on the scope of protection afforded to MNWD, its directors, officials, officers, employees, agents, and volunteers.

Section 9.3. All Coverages. The Consultant is required by this Agreement to state that: (i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to MNWD; If any of the required coverages expire or cancel during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to MNWD at least ten (10) days prior to the cancellation or expiration date; and (ii) any failure to comply with

reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to MNWD, its directors, officials, officers, employees, agents, and volunteers.

Section 9.4. Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to MNWD, its directors, officials, officers, employees, agents, and volunteers.

Section 9.5. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by MNWD. Consultant shall guarantee that, at the option of MNWD, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MNWD, its directors, officials, officers, employees, agents, and volunteers; and insurer shall provide or be endorsed to provide that the deductibles or SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured or (ii) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

Section 9.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII or equivalent, or as otherwise approved by MNWD.

Section 9.7. Verification of Coverage. Consultant shall furnish MNWD with certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to MNWD. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by MNWD if requested. All certificates and endorsements must be received and approved by MNWD before work commences. MNWD reserves the right to require complete, certified copies of all required insurance policies, at any time. In the event that the Consultant employs other consultants (sub-consultants) as part of the services covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

Section 9.8. Reporting of Claims. Consultant shall report to MNWD, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

SECTION X – TERMINATION

Section 10.1. Grounds for Termination. MNWD may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to MNWD, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

Section 10.2. Effect of Termination. If this Agreement is terminated as provided herein, MNWD may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

Section 10.3. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, MNWD may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

SECTION XI – OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

Section 11.1. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for MNWD 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”). All Documents & Data shall be and remain the property of MNWD, and shall not be used in whole or in substantial part by Consultant on other projects without MNWD’s express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to MNWD reproducible copies of all Documents & Data, in a form and amount required by MNWD. MNWD reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by MNWD at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to MNWD upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to MNWD any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to MNWD upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify MNWD and provide MNWD with the opportunity to obtain the documents.

Section 11.2. Subconsultants. Consultant shall require all subconsultants to agree in writing that MNWD is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by MNWD.

Section 11.3. Right to Use. MNWD shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at MNWD’s sole risk. If MNWD uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant’s seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to MNWD upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a

party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

Section 11.4. Intellectual Property Indemnification. Consultant shall defend, indemnify and hold MNWD, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by MNWD of the Documents & Data, including any method, process, product, or concept specified or depicted.

Section 11.5. Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of MNWD, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use MNWD's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of MNWD.

SECTION XII – ACCOUNTING, INSPECTION AND AUDIT

Section 12.1. Records. Consultant shall keep and shall preserve for four (4) years after final completion of the services, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the work, services and disbursements charged to MNWD under this Agreement (collectively, "Books and Records"). Any and all Books and Records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. During such four (4) year period, Consultant shall give MNWD and its agents, during normal business hours, access to such Books and Records. MNWD and its agents shall have the right to make copies of any of the said Books and Records.

Section 12.2. Custody. Where MNWD has reason to believe that any of the Books and Records required to be maintained by this Article may be lost or discarded due to dissolution or termination of Consultant's business, MNWD may, by written request, require that custody of such Books and Records be given to a person or entity mutually agreed upon and such Books and Records thereafter shall be maintained by such person or entity at Consultant's expense. Access to the Books and Records shall be granted to MNWD and its Representatives.

SECTION XIII – GENERAL PROVISIONS

Section 13.1. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

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MNWD:

Moulton Niguel Water District
P.O. Box 30203
Laguna Niguel, CA 92607
Attn: Director of Engineering

CONSULTANT:

Butier Engineering, Inc.
17822 E. 17th Street, Suite 404
Tustin, CA 92780
Attn: Mark Butier Jr.

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Section 13.2. Subcontracting/Subconsulting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of MNWD. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

Section 13.3. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of MNWD's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

Section 13.4. Time of Essence. Time is of the essence for each and every provision of this Agreement.

Section 13.5. MNWD's Right to Employ Other Consultants. MNWD reserves right to employ other consultants in connection with this Project.

Section 13.6. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

Section 13.7. Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of MNWD. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

Section 13.8. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to MNWD include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

Section 13.9. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

Section 13.10. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

Section 13.11. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

Section 13.12. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Section 13.13. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with MNWD's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, MNWD shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of MNWD, during the term of his or her service with MNWD, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Section 13.14. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

Section 13.15. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

Section 13.16. Government Code Claim Compliance. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against MNWD. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against MNWD.

Section 13.17. Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

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Section 13.18. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

Section 13.19. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

Section 13.20. Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a written amendment signed by both parties.

MOULTON NIGUEL WATER DISTRICT:

BUTIER ENGINEERING, INC:

By: _____

By: _____

(Authorized Representative of
Consultant)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

SECTION 1
Executive Summary Letter



April 21, 2020

Moulton Niguel Water District
26880 Aliso Viejo Parkway
Aliso Viejo, CA 92656
Attn: Brian Hong, P.E., Senior Engineer

**Subject: Construction Management and Inspection Services for Regional Lift Station Enhancements
Project No. 2017.022**

Dear Mr. Hong:

Butier Engineering, Inc. (Butier) is pleased to present an electronic PDF copy of our qualifications. We have also included an electronic PDF copy of our Fee Schedule in a separate file. Our submittal is fully responsive to the RFP issued on March 31, 2020, and all attachments. Butier is willing and able to provide the required insurance coverage as stated under Section IX – Insurance of the Sample Agreement.

Existing Professional Relationship with District and Stakeholders

Butier is currently providing construction management and inspection services for the District's **2017-2018 Reservoir Management Systems Replacement (Project No. 2017.003)**. In addition, we provided constructability review, estimating, scheduling and project management services to the District for the **Moulton Niguel Water Pollution Control and Reclamation Facility**. Butier has formed excellent relationships with the City of Laguna Niguel and OC Parks.

Unique Team Features

- **Established Working Relationship with Designer of Record**—Butier has developed a strong working history with the Designer of Record. Butier and Tetra Tech, specifically, Mr. Tom Epperson have 28 years of project history. Our firm has provided CM and inspection services on several large, multi-phase projects designed by Tetra Tech, including the City of Tustin's Rawlings Reservoir Replacement, City of Anaheim's Nohl Canyon Water Storage Tank, OCWD's Mid-Basin Injection Wells - Centennial Park, and OCWD's Burris Pump Station Phase 2. **Our long-standing relationship with Tetra Tech and Mr. Epperson will make the development of our management approach more efficient and cost effective.**
- **Established Working Relationship with the selected General Contractor**—**Butier currently has four on-going projects with Pacific Hydrotech. We have completed 6 projects with Pac Hydro, two of them award winning.** This high degree of familiarity will allow us to quickly respond to the potential risk issues associated with the Regional Lift Station Project.
- **Community Sensitive, High-Profile Projects**—We have significant experience balancing the vested interest of the owner, local jurisdictions, and stakeholder expectations. This balance will be pivotal to the success of the Regional Lift Station Project. Butier recently completed a sewer lift station rehabilitation project for SCWD with very similar technical challenges and risk profile.

We appreciate the opportunity to meet the District's project challenges and are confident that we have assembled a team that will serve the best interests of all participants. If you have any questions regarding our proposal, please contact me for clarification at (714) 832-7222.

Respectfully Yours,
Butier Engineering, Inc.

A handwritten signature in blue ink, appearing to read 'm butier jr.', written over a light blue background.

Mark M. Butier Jr.
President/CFO

SECTION 2

Scope



Understanding & Approach

As summarized in the RFP, Moulton Niguel Water District (District) is seeking a firm to provide construction management and inspection services for construction enhancements at the Regional Lift Station in order to improve the operational reliability of this critical facility. The Regional Lift Station is located along Alicia Parkway adjacent to the Laguna Niguel Regional Park. The proposed improvements include the following:

- Addition of a standby diesel engine-driven emergency bypass pump system;
- Rehabilitation of the existing wet well;
- Installation of an overflow basin;
- Replacement of Pump No. 5; and
- Pipeline, electrical, instrumentation, and controls

The Butier Team understands that the District is in the process of applying for an OC Parks Encroachment Permit in order to gain temporary construction access to the Regional Lift Station site from the Laguna Niguel Regional Park. The existing facility operation is to be maintained during construction.

Recommendations/Solutions

Safety—The project demands a full reconciliation of the safety approach between the Contractor and MNWD Operations staff. Given the critical nature of this facility, and potential wet weather impacts, response planning will receive very high priority during the submittal process.

Planning Workshop—The project specifications (Special Provisions and Section 01011) place a high burden on the Contractor to coordinate the upgrades project while maintaining full facility operations. Butier suggest that contingency scenarios for wet-well repairs be vetted with the entire project team to understand and mitigate potential delay costs.

Jurisdictional Coordination—Butier recently completed a sewer lift station upgrade project with SCWD that required a high degree of coordination with **OC Parks**. It is imperative the proposed baseline schedule account for site access, traffic restrictions, safety issues, noise and any other limitations by permit. We highly recommend a limited schedule presentation/workshop with all impacted stakeholders.

Coordination with MNWD Operations—The critical nature of this facility will require strict coordination with MNWD Operations staff. Construction phasing must be reviewed by Operations to ensure that facility operations are not impacted as upgrades are incorporated into the project.

Scope of Work

1. Contract Administration and Construction Management

Butier's Resident Engineer (RE) will be responsible for providing continuous construction management of the work of the Contractor at the site and will supervise the activities of the construction management team. Under the direction of the District's Project Manager, the RE will provide the following services:

- a) **Review Contract Documents:** Analyze the Project Plans and Specifications for possible errors and deficiencies and report such findings to the District Project Manager. Identify actual and potential problems associated with the Project and recommend sound engineering solutions to the District.
- b) **Preconstruction Meeting:** Schedule and facilitate a Preconstruction Meeting with the Contractor and the City. The project team will outline the following to the Contractor: contract administration guidelines, contractual roles, reinforcement of specific requirements for safety, access, and coordination issues for the work. The CM will provide a meeting agenda 3 days in advance of the meeting and transmit meeting minutes to all attendees within 2 business days.
- c) **Daily Inspection Activity Reports:** The RE and Field Inspectors will submit Daily Inspection Activity Reports to the District on a weekly basis. The reports will document construction activities, including the date, day of week, and weather conditions; hours of work; personnel on site; equipment being used; idle or inoperable equipment; details of each activity; controversial matters/disputes; deficiencies and violations; instructions issued to the construction contractor; safety concerns; description of accidents; major material and equipment deliveries to the site; names of visitors to the site; and delays and extra work.
- d) **Contract Documents:** Ensure compliance with contract documents and respond to inquiries.
- e) **Contractor Safety Program:** Monitor the Contractors' work practices to ensure that all safety requirements are met. The RE will review the Contractor's Injury and Illness Prevention Plan (IIPP) and will observe the Contractor's work to ensure conformance with OSHA requirements. The RE will promptly notify the Contractor and the District's Project Manager of any observed safety violations.

SECTION 2

Scope



- f) **Equipment & Materials:** Verify that all deliveries and installation of equipment and materials conform to the Contract Documents and approved shop drawings.
- g) **Construction Schedule:** Evaluate and monitor the Contractors' Baseline Schedules, weekly look-ahead schedules, monthly schedule updates, Time Impact Analyses, schedule revisions, and as-built schedule submittals. The RE will update the project schedule to reflect actual progress and changes. All Contractor delays, reasons for delay, length of time for delay, and phases of work will be documented. Slippage of contract activities on the critical path, as well as time sequence problems, will be identified early so that the Team may take corrective action. The Contractor should be required to re-evaluate the original schedule and resubmit revised planning should the original plan be ineffective or not followed. Contractor time extensions must be supported by critical path impacts on the approved baseline schedule. The RE will utilize **Primavera Project Planner (P6)** to perform schedule reviews.
- h) **Photographic Records:** The RE and Field Inspectors will provide weekly photographic/digital records of the project during construction. Log construction digital photographs on a daily basis. A digital photographic library will be maintained of significant construction activities. The photographs will be labeled with the date, location, and narrative information. Additional digital photographs will be taken of change order and claim items, and any special or unique conditions as they arise. The photographic library will be turned over to the District at the completion of the construction contract.
- i) **Communication & Conferences:** In cooperation with District staff, the RE will provide daily communication and conferences with various parties including the District, Engineer, OC Parks, City of Laguna Niguel, and the public.
- j) **Shop Drawing and Submittal Review:** Use the cloud-based construction project management program to coordinate the submittal/shop drawing review process and route all transmittals to the appropriate reviewer. Maintain a log to track the status and review action of all submittals and will ensure that submittals required by the Contract Documents have been submitted by the Contractor.
- k) **Requests for Information (RFIs):** Document the submittal and disposition of all the Contractor's RFIs. All responses will be monitored with suspense action dates and follow-up procedures implemented to ensure timely action by all parties including input from District staff and Operations. Should the Contractor deem the RFI response has created a change in scope and a change order is requested, the RE will obtain approval of the District's Project Manager prior to issuing a change order authorization.
- l) **Change Order Log / Tracking:** Utilize the document control system to track and document all changes for added costs or credits. The RE will have no authority to issue changes or modifications to the contract documents. The District or the Contractor may initiate a change, or request for changes or modifications may arise due to differing site conditions. The RE will track, document, and negotiate all changes for added costs or credits with the construction Contractor and evaluate all schedule impacts of changes in addition to advising the District of equitable cost and time adjustments for proposed or authorized changes including credits, if any, that are due. At the District's direction, the RE will prepare and issue to the Contractor appropriate change order documents. The RE will provide to the Design Consultant copies of all approved change orders. The RE will also prepare draft formal Change Orders and forward them to the District for formal authorization. The RE will work with the Contractor to establish labor, equipment rates, and applicable mark-ups that will be used in future negotiation of change orders. These shall be established in accordance with the Contract Documents.
- m) **Biweekly Jobsite Meetings:** The RE will schedule and lead biweekly meetings with the Contractor, District's Project Manager, and other agency representatives to resolve all project matters and assess responsibilities for response to respective participants. The RE will implement action monitoring to ensure compliance and timely response. The RE will distribute the minutes to the attendees within two working days and include the minutes in the monthly progress reports.
- n) **Partial Payment Requests:** The Resident Engineer will review and approve the Contractor's partial payment requests and other project-related invoices on a monthly basis. The progress payment worksheet will be based on an approved schedule of values and validated by daily inspection reports. Pay requests will be checked against actual in-place quantities verified at the end of the pay period. The pay request format will be established by the project team to expedite checking, processing, and subsequent updating of project budgets and cost projections and forwarded to the District for approval and payment to the Contractor.

SECTION 2

Scope



- o) **Document Control:** Butier recommends utilizing **Procore** to organize, manage and control project documentation. We are currently utilizing Procore on the District's **2017-2018 Reservoir Management Systems Replacement Project**. The advantages of using the cloud-based construction project management program 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. Each user is able to access the program via a web browser on their computer or mobile device using secure log-in information. All documents will be prepared in MS Office software, saved as .pdf files as appropriate, and accessed/distributed electronically. Hard copies will be provided as appropriate, or as requested by District staff.
- p) **Record Drawings:** The RE will coordinate with the Design Engineer, which may include preparation of revisions to contract drawings and specifications to resolve conflicts. The RE and Field Inspectors will review the Contractor's record drawings on a weekly basis to ensure that the drawings are up to date and accurate. The CM Team shall review the Contractor's record drawings at the end of each month prior to approving the monthly progress payment request. The RE will also maintain an independent set of record drawings in the CM office.
- q) **Shutdown:** Butier's Construction Management Team will coordinate closely with the District, Design Engineer, and the Contractor to establish successful shutdown and start-up procedures that will have minimal impact to facility operations. Butier's CM Team will coordinate closely with the District's Operations Department and the Contractor while monitoring shutdown work and communicate with the District on an as-needed basis.
- a) **Welding Operations**—Verify certifications, joint preparation, electrode types and finished product comply with the Contract Documents.
- b) **Construction of Removable Canopy**—Perform specialty inspection, verify materials and installation procedures comply with the Contractor Documents, approved submittals, and manufacturer's recommendations.
- c) **Rehabilitation of Wet Well**—Perform visual inspection, monitor ambient conditions, verify proper missing and application of materials, and test that film continuity and thickness comply with the Contract Documents.
- d) **Electrical Conduit and Wire Size**—Verify all materials, locations, terminations, labeling and testing. Verify installation, testing and calibration of instrumentation.
- e) **Electrical Equipment**—Verify all equipment complies with the Contract Documents, approved submittals and manufacturer's requirements. Witness "pre-startup" by Contractor and manufacturer's representatives to verify equipment has been installed and is operating in accordance with the Contract Documents and manufacturer's recommendations. Witness complete equipment and system performance testing by the Contractor to verify compliance with Contract Documents.
- f) **Reviewing Contractor's two week "look ahead" schedules** and coordinate staffing needs with the Resident Engineer.
- g) **Reviewing Contractor's record drawings** prior to monthly progress payment. Preparing written response giving general indication of missing items to be completed by Contractor.
- h) **Discussing responses to RFIs** with the Resident Engineer as required and coordinate the replies to the Contractor; assisting the RE in the review of the submittals; providing non-conformance reports; and providing documentation of construction activities, duration of activities, manpower and equipment allocation.
- i) **Coordinating with Other Contracted Consultants**—The Field Inspectors will coordinate with the District, Contractor and Design Engineer to schedule 3rd party testing and outside agency inspections.

2. Construction Inspection & Specialty Inspection

Butier will provide full-time inspection and as-needed specialty inspection to ensure the Contractor's work is in compliance with the Contract Documents, industry standards and applicable codes, regulations, and permits. Butier's and ON-SITE Technical Services' Field Inspectors and Specialty Inspectors are qualified to provide comprehensive civil, structural, mechanical, electrical, welding, and coating inspection services. They possess the required experience and certifications for the work being performed. In addition to preparing daily field reports and photographs, the Field Inspectors will be responsible for the following:

3. Wet Well Concrete Condition Assessment

Butier has selected **V&A Consulting Engineers** (V&A) to conduct a condition assessment and corrosion evaluation of the wet well at the Regional Lift Station. The District will be responsible for isolating, bypass pumping and dewatering/cleaning of the wet well. V&A's proposal assumes a one 8-hour workday for condition assessment of the concrete wet well, including the option task to perform concrete coring. The following methods will be used to conduct the wet well assessment:

SECTION 2

Scope



- a) **Visual Assessment**—Perform visual observation of the concrete surfaces in accordance with ACI 201.1R, “Guide for Making a Condition Survey of Concrete in Service.” The primary focus of the visual observation will be to quantify the depth of acid attack, if evidently observed, and determine the extents of attack. Use digital photographs to document condition and capture corrosion observations of the concrete surfaces and the condition of coatings present on the interior of the wet well. The condition will be rated using the VANDA® Concrete Condition Index. It is noted that the qualitative condition assessment observations are subjective and based upon the evaluator’s expertise.
- b) **Concrete Sounding**—Sounding is performed by using a chipping hammer to strike concrete surfaces. The sound from the hammer strike can indicate shallow subsurface discontinuities, such as voids, delamination, and honeycombing.
- c) **Concrete Penetration Testing**—Penetration measurements involve applying a consistent level of force from a chipping hammer to remove loose material from the concrete surface, until solid, hard material is reached, and then measuring the depth of the resulting cavity.
- d) **Concrete Surface pH Testing**—V&A will conduct in-situ pH measurements within the wet well to determine the pH of the concrete. Concrete is generally made from a combination of aggregate, sand, and Portland cement. The Portland cement in mortar has a pH usually between 12 and 13 after curing. This elevated pH level provides corrosion protection for the reinforcing steel. At a pH of less than 10, corrosion is possible.
- e) **Surface Penetrating Radar**—A Surface Penetrating Radar (SPR) unit will be used to measure the depth of concrete cover, identify placement of reinforcing steel, and to detect coarse voids and defects (up to 6 locations). Information will be used to evaluate concrete cover versus depth of acid attack to evaluate risk of degradation of reinforcing steel. SPR scanning is typically conducted over a 3-foot by 3-foot area and can be performed over coated surfaces. The portable wheel-mounted unit is rolled across the surface to be investigated and a radar beam scans up to 16 inches into the concrete generating a 2-dimensional image of the underlying concrete member.
- f) **Thickness testing of coatings** (up to 30 measurements) within the interior and at accessible locations on the exterior roof of the wet well.
- g) **OPTIONAL Concrete Core Sampling**—V&A will coordinate with JEC and Voss Labs to obtain 4 (2 pairs) of core samples from the wet well. Core diameter shall be 3-inch or less. Locations of the cores will be determined based on concrete condition observed during the assessment. JEC will patch the core holes with Sikaquick VOH (vertical/overhead patching material manufactured by Sika). Concrete coring includes:
1. V&A will use SPR to verify the location of the reinforcing steel and thickness of the slab prior to the core drilling. No reinforcing shall be damaged during coring. Cores will not go through the entire wall.
 2. One core sample from the structure will be laboratory tested by Voss Labs for compressive strength per ASTM C42.
 3. One core sample from the structure will be used by Voss Labs to take four 1/2 -inch incremental chloride, carbonation, and pH tests.
- h) The actual amount of nondestructive testing (NDT) performed will be dependent the time available during each 8-hour assessment. The focus for NDT will be on noted areas of concern based on visual assessment.
- i) **Wet Well Condition Assessment Report:** Following condition assessment activities, V&A will prepare a brief condition assessment technical memo that provides recommendations and locations for concrete repair. The repair recommendations TM will be provided to Tetra Tech and MNWD within one (1) day of completing the wet well assessment so that the repair work can be performed by the contractor prior to applying the spray coating.
- A final condition assessment report will be prepared to be submitted for one round of comments from Tetra Tech and MNWD (assumed 2-week turnaround). Comments will be incorporated into final report. Submittals will be in electronic format. V&A’s report will include the following:
1. Summary of the condition assessment approach and methodology.
 2. Site information, such as location maps with address, site schematics, existing equipment, and digital photographs.
 3. Documented findings and testing results with graphical and illustrative figures as needed to present the information.
 4. VANDA® Condition ratings and recommendations for short- and long-term repair or rehabilitation for the concrete wet well.

4. Startup & Commissioning

Butier and **ON-SITE Technical Services, Inc.** key personnel will take the lead and directly oversee the implementation of the plans, procedures, and practices necessary for startup and commissioning. The Team will be responsible for coordinating with the Contractor, Engineer, and District to develop a process that includes proper installation and verification checklists, equipment functional testing procedures, and a comprehensive startup plan and implementation schedule. Our personnel will provide

SECTION 2

Scope



inspection and expertise on all startup and commissioning to verify compliance with the Contract Documents, manufacturer recommendations and industry best practices. Startup and commissioning tasks may include, but are not limited to, the following:

- a) Coordination with District staff, Contractor, subcontractors, equipment manufacturers, and suppliers.
- b) Verification of proper installation and operations of all components, equipment, controls and instrumentation.
- c) Witnessing operational demonstrations, simulations, and validation tests for all components of each system and entire facility.
- d) Verification of manual and automatic modes of operation or all equipment and system components.
- e) Verification of all programming and programmable logic controllers.
- f) Assisting the District and Contractor with coordinating integration of PLC modifications into District's existing SCADA system (programming of SCADA system by District).
- g) Witnessing complete performance testing of all equipment.
- h) Coordination, preparation, and/or review of commissioning schedules, worksheets, checklists, logs, and overall plans.

5. Maintenance of As-Built Drawings

The Butier Team will review the Contractor's As-Built drawings on a monthly basis to ensure timely recording. The RE will hold monthly review meetings with the District's PM and the Contractor prior to submittal of monthly progress payments. The RE will ensure that the District's drawings identify RFIs, shop drawing revisions, change order modifications, etc. and that they are updated weekly. The As-Built drawings will be submitted to the Design Engineer at the completion of the project for the preparation of the final Record Drawings. The RE will coordinate the submittal of completed Record Drawings to the City's Records Manager. Butier will utilize **Blue Beam**.

6. Project Close-Out

- a) **Detailed Punch Lists:** The Butier Team will prepare detailed project punch lists and will coordinate with the District and the Contractor for final acceptance. The RE will assign cost values for outstanding punch list items to facilitate prompt and timely close-out of the project. Upon correction of deficiencies by the Contractor, the RE will schedule, coordinate, and conduct a final walk-through prior to the acceptance of work with the District and provide certification of Contractor

compliance on work items specifically requested by the District.

- b) **Pre- and Post-Construction Conditions:** Compare between pre- and post-construction conditions of the construction areas and access routes to ensure that all areas are returned to pre-construction conditions, including review of Contractor's pre-construction photos and videos. Demonstrate proper restoration to the District, OC Parks, etc.
- c) **Final Project Documentation:** The RE will furnish all project documents and final project reports and record drawings to the District's Project Manager at the conclusion of the project. Project documents will be accurately titled and labeled and delivered in form and fashion acceptable to the District. The RE will submit one (1) PDF copy on a flash drive and one (1) paper copy (if requested) to the District.

SECTION 3

Project Team



Introduction

Butier Engineering Inc.'s Team consists of skilled construction management and inspection personnel who have successfully managed water/wastewater treatment, storage, and transmission projects throughout Southern California. The Construction Management Team is a key link to a successful project. By having the Butier Team serve the District as a single-source of responsibility, the construction management and inspection activities will be well coordinated and delivered efficiently.

Roles & Responsibilities

Butier has assembled a team of highly skilled professionals who have successfully managed reservoir, pump station, pipeline, water and wastewater treatment plant, and related capital improvement projects throughout Southern California. Butier's commitment is demonstrated through the establishment of a core team, with in-house support staff as may be required to augment office and field efforts.

Please find biographical sketches of our key personnel below. Résumés for all personnel are provided in the Appendix.

Key Personnel—Butier Engineering, Inc.

Mark Butier, Jr.—Project Director

Mr. Butier Jr. will serve as the primary point of contact to the City, coordinating technical and project resources to meet the requirements of the project. He will meet with the City's representatives at key project milestones, as appropriate. Mr. Butier has over 30 years of project management, client relations, contract management, staff resource management, claims mitigation, and public outreach experience on major water/wastewater treatment plant, pipeline, reservoir, and pump station projects. He has acted in this capacity for numerous CM and inspection services projects with the Metropolitan Water District, Chino Basin Desalter Authority, City of Chino Hills, Orange County Water District, West Basin Municipal Water District, San Bernardino Valley MWD, and San Diego County Water Authority.

Kenji Shintaku, P.E.—Resident Engineer

Mr. Shintaku has 30 years of experience as a project manager, estimator, scheduler, and engineering consultant. He has taken the lead in bidding, managing, consulting, and scheduling large multi-million dollar heavy civil infrastructure projects. Mr. Shintaku is currently providing identical services for the District's **Reservoir Management Systems Replacement Project for five (5) reservoirs located in Laguna Niguel, Mission Viejo, and Aliso Viejo, CA.** As Resident Engineer, his responsibilities will include, but not be

limited to, the following: document control, review of construction documents, construction QA/QC, site conditions and progress visual documentation, conducting project meetings, reviewing submittals and RFIs, implementing a change order control system, monitoring as-built drawings, managing Contractor claims, preparing monthly project status reports, CPM schedule monitoring, coordinating Q/A inspection services, and Close-Out and Acceptance services.

Steve Naylor—Field Inspector (Civil/Mechanical/Structural)

Mr. Naylor specializes in providing inspection oversight for water capital improvement projects, including pump stations, water/wastewater treatment plants, pipelines, reservoirs, and wells. He is ICC certified in reinforced concrete with specific experience in code enforcement. Mr. Naylor recently performed as a QC Inspector for WBMWD's Visitor Center Renovation; Title 22 Recycled Water Alkalinity Improvements; and Rehabilitation and Repairs of Biological Aeration Filters (Biofords) Projects.

Joseph Hawes, CWI, NACE Technical Support, Inspection

As a Lead Inspector, Mr. Hawes has managed the scheduling and daily field operations for reservoirs, pipelines, water treatment facilities, and airports. He has certifications through AWS, ACI, ICC, and NACE. He has performed inspections for fuel system, electrical, plumbing, post-tension, reinforced concrete, welding, structural masonry, and soils/engineered fill operations. Mr. Hawes provided field inspection services for Poseidon Water's 50 MGD Seawater Desalination Treatment Plant and 10-Mile Conveyance Pipeline project and is currently the Lead Inspector for the City of Fountain Valley's Reservoir No. 2 Pump Station Rehabilitation Project.

Bruce Phillips, P.E. Electrical, Instrumentation & Controls

Mr. Phillips brings over 30 years of experience in providing field engineering, electrical design, and electrical inspection services to Butier Engineering, Inc. He is a Master Electrician and graduate of the IBEW/NECA Local 11 Apprenticeship Program and the Electrical Training Institute's Instrumentation I & II Program. 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/wastewater treatment, upstream oil and gas production, petroleum refining, petrochemical, food processing and power generation.

SECTION 3

Project Team



Key Personnel – ON-SITE Technical Services, Inc.

Kent Kreeger In-Plant Fabrication Inspection/Start-Up

Mr. Kreeger leads ON-SITE's mechanical equipment team providing technical support to clients including, installation and start-up support, vibration analysis, failure analysis, and problem resolution. He has over 25 years of direct QA management experience providing, inspection and engineering support of water/wastewater treatment projects both domestic and overseas. He provided shop fabrication inspection services as a part of Butier's team for WRD's Expansion of the Leo J. Vander Lans Water Treatment Facility and WBMWD's ECLWRF Phase V Design/Build Expansion.

Richard Grounds, P.E. Mechanical Engineer/Start-Up

Mr. Grounds provides engineering support in all aspects of rotating and stationary equipment operation and reliability. His areas of expertise include inspection of mechanical equipment specializing in rotating equipment support, equipment startup and repairs. He provides constructability review, submittal review, works with contractors during installation of equipment, witnesses performance testing and factory acceptance tests, and completes QA inspections at fabricators. He performed as a Start-Up Engineer as a part of Butier's team for Poseidon Water's Carlsbad 50 MGD Seawater Desalination Plant.



V&A Project No. 20-0088

April 20, 2020

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

Subject: Moulton Niguel Water District (MNWD) Regional Lift Station Rehabilitation Project – Wet Well Concrete Condition Assessment

To Whom It May Concern,

Thank you for requesting a proposal to provide condition assessment of the Regional Lift Station concrete wet well. The Regional Lift Station is owned by Moulton Niguel Water District (MNWD) and is located in Laguna Niguel, CA. V&A Consulting Engineers (V&A) is prepared to perform field services and conduct a condition assessment of the wet well during a shutdown and bypass pumping of the wet well. V&A will subcontract with Jamison Engineering Contractors (JEC) to provide confined space entry support and sample concrete coring; Voss Laboratories will perform lab analysis of the sample concrete cores collected. Based on review of the record drawings and background information provided, V&A proposes the following scope of work:

Scope of Work

Task | Description

1. **Project Management:** The objective of this task is to track and execute the project in accordance with the schedule, budget, and quality expectations that are established. This task includes the following project management work activities:
 - a. Monitor project progress, including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, and estimated cost at completion; manage activities within total project budget.
 - b. Monitor project activities for potential changes and anticipate changes whenever possible; with approval, modify project tasks, task budgets, and approach to keep the overall project within budget and on schedule.
 - c. Submit required prevailing wage documents and DAS forms as required by the State of California Department of Industrial Relations for all work performed in the field.
 - d. Manage the quality of all work activities and project deliverables.
 - e. Subcontractor coordination.
2. **Document Review and Health & Safety Work Plan:** V&A will collect and review relevant data to the wet well provided by MNWD. Data anticipated to be provided by Butier Engineering and/or MNWD will include record drawings of the lift station/wet well, maintenance logs, previous inspection reports and/or condition assessment reports, District standards and design criteria, site-specific geotechnical reports, and any other relevant data available.

V&A will review the site-specific Health & Safety Work Plan prepared by the contractor performing the site rehabilitation. The Health & Safety Plan should identify locations of wet well condition assessment field work and specific procedures required to perform a safe confined space entry (CSE) into the wet well in order to collect field data regarding the wet well condition assessment.

#6.

The contractor, Butier Engineering, and/or MNWD will provide site photos indicating the location for the CSE of wet well for assessment. Site photos will be current to the condition to be expected by the V&A team for wet well condition assessment.

V&A's scope does not include the preparation of a separate Health & Safety Plan specific to the CSE for condition assessment of the wet well. If a separate Health & Safety Plan is required for V&A's scope of work, the costs for preparation and submittal of this deliverable will be billed at the time & materials rates shown in the proposal and in addition to the stated proposal costs.

3. **Concrete Wet Well Condition Assessment:** V&A will conduct a condition assessment and corrosion evaluation of the wet well at the Regional Lift Station. MNWD will be responsible for isolating, bypass pumping and dewatering/cleaning of the wet well. Our proposal assumes one 8-hour workday for condition assessment of the concrete wet well, including the optional task to perform concrete coring. Our subcontractor Jamison Engineering Contractors (JEC) will support the V&A field engineers for confined space entry support and rescue and will perform the optional concrete coring and repair.

V&A will coordinate and conduct the wet well assessment using the following methods:

- a. Visual assessment - Perform visual observation of the concrete surfaces in accordance with ACI 201.1R, "Guide for Making a Condition Survey of Concrete in Service." The primary focus of the visual observation will be to quantify the depth of acid attack, if evidently observed, and determine the extents of attack. Use digital photographs to document condition and capture corrosion observations of the concrete surfaces and the condition of coatings present on the interior of the wet well. The condition will be rated using the VANDA® Concrete Condition Index. It is noted that the qualitative condition assessment observations are subjective and based upon the evaluator's expertise.
- b. Concrete sounding – Sounding is performed by using a chipping hammer to strike concrete surfaces. The sound from the hammer strike can indicate shallow subsurface discontinuities, such as voids, delamination, and honeycombing.
- c. Concrete Penetration Testing – Penetration measurements involve applying a consistent level of force from a chipping hammer to remove loose material from the concrete surface, until solid, hard material is reached, and then measuring the depth of the resulting cavity.
- d. Concrete Surface pH Testing – V&A will conduct in-situ pH measurements within the wet well to determine the pH of the concrete. Concrete is generally made from a combination of aggregate, sand, and Portland cement. The Portland cement in mortar has a pH usually between 12 and 13 after curing. This elevated pH level provides corrosion protection for the reinforcing steel. At a pH of less than 10, corrosion is possible.
- e. Surface Penetrating Radar – A Surface Penetrating Radar (SPR) unit will be used to measure the depth of concrete cover, identify placement of reinforcing steel, and to detect coarse voids and defects (up to 6 locations). Information will be used to evaluate concrete cover versus depth of acid attack to evaluate risk of degradation of reinforcing steel. SPR scanning is typically conducted over a 3-foot by 3-foot area and can be performed over coated surfaces. The portable wheel-mounted unit is rolled across the surface to be investigated and a radar beam scans up to 16 inches into the concrete generating a 2-dimensional image of the underlying concrete member.
- f. Thickness testing of coatings (up to 30 measurements) within the interior and at accessible locations on the exterior roof of the wet well.
- g. **OPTIONAL** Concrete Core Sampling - V&A will coordinate with JEC and Voss Labs to obtain 4 (2 pairs) of core samples from the wet well. Core diameter shall be 3-inch or less. Locations of the cores will be determined based on concrete condition observed during the assessment. JEC will patch the core holes with Sikaquick VOH (vertical/overhead patching material manufactured by Sika). Concrete coring includes:

- 1) V&A will use SPR to verify the location of the reinforcing steel and thickness of the slab prior to the core drilling. No reinforcing shall be damaged during coring. Cores will not go through the entire wall.
 - 2) One core sample from the structure will be laboratory tested by Voss Labs for compressive strength per ASTM C42.
 - 3) One core sample from the structure will be used by Voss Labs to take four 1/2-inch incremental chloride, carbonation, and pH tests.
- h. The actual amount of nondestructive testing (NDT) performed will be dependent the time available during each 8-hour assessment. The focus for NDT will be on noted areas of concern based on visual assessment.
4. **Wet Well Condition Assessment Reporting:** Following condition assessment activities, V&A will prepare a brief Repair Recommendations Technical Memo (TM) that provides recommendations and locations for concrete repair. The repair recommendations TM will be provided to Butier Engineering and MNWD within one (1) day of completing the wet well assessment so that the repair work can be performed by the contractor prior to applying the spray coating.
- A final Condition Assessment Report will be prepared to be submitted for one round of comments from Butier Engineering and MNWD (assumed 2-week turnaround). Comments will be incorporated into final report. Submittals will be in electronic format. V&A's report will include the following:
- 1) Summary of the condition assessment approach and methodology.
 - 2) Site information, such as location maps with address, site schematics, existing equipment, and digital photographs.
 - 3) Documented findings and testing results with graphical and illustrative figures as needed to present the information.
 - 4) VANDA® Condition ratings and recommendations for short- and long-term repair or rehabilitation for the concrete wet well.

Assumptions

The following is a list of additional assumptions used to develop the V&A scope of work:

- MNWD shall be responsible for isolating, dewatering, and cleaning the wet well prior to the assessment team arriving onsite.
- Condition assessment work will not require environmental documentation prior as it is assumed to fall under standard operation and maintenance activities.
- If required, a Health & Safety Plan specific to V&A's work will be prepared at an additional cost to what is stated in this proposal.
- Concrete condition assessment work, including optional concrete coring, will take place during a one 8-hour workday. Additional CSE will not be required to perform concrete coring.
- V&A's Repair Recommendations TM will be provided within one (1) day of completing the wet well assessment. V&A's draft Condition Assessment Report will be submitted 3 weeks after the completion of field assessment activities.
- Assessment services performed by V&A engineers and the concrete coring subcontractor are subject to Prevailing Wage Laws.

#6.

Fee Agreement

V&A proposes to complete this work on a time and materials basis, shown as follows:

Summary of Cost per Task

Task No.	Task	Amount
1	Project Management, including meetings/workshops	\$ 2,266
2	Document Review and Health & Safety Work Plan	\$ 1,832
3	Concrete Wet Well Condition Assessment	\$13,753
4	OPTIONAL Concrete Core Sampling and Analysis	\$ 6,648
5	Wet Well Condition Assessment Report	\$ 8,355
Total, excluding Optional Task 4 Concrete Coring & Analysis		\$ 26,206
		Total \$ 32,854

Terms are Net 60 days. This fee is valid for 90 days from the date of this proposal. The scope of work was developed as a result of our discussion with you and represents our mutual understanding.

Estimated costs for the above project scope are itemized in the attached Resource Allocation Estimate. These costs represent our best estimate at this time and may change subject to future developments during the project. It is possible that some of the estimated manpower requirements for specific task items may increase while others may not require the entire anticipated effort. This provides us a greater degree of confidence in the overall project estimate, rather than in any given particular task.

If unforeseen circumstances should arise which indicate that more time is required, V&A will provide a written estimate of additional required time and cost. V&A will not proceed with work beyond the not to exceed figure without a written authorization from your office. Charges to this project will be made for actual time spent on the project and will be charged as per the attached Resource Allocation Estimate. We request that you carefully review this proposal to assure full understanding of the scope of the work. Our Fee Schedule is adjusted annually in January. Fees will be adjusted at that time and a new Fee Schedule will be sent. Charges on the remainder of the project will be based on the new schedule.

We are prepared to begin work on your project upon receiving written approval, a notice to proceed (NTP), or a purchase order from your office.

On behalf of our staff and myself, I would like to thank you for the opportunity to be of service to Butier Engineering and the Moulton Niguel Water District. We look forward to working with you.

Sincerely,
V&A Consulting Engineers, Inc.



Megan Brown, PE
Southwest Regional Manager

Accepted: _____
Butier Engineering, Inc.

Date: _____

SECTION 6.
Budget



April 21, 2020

Moulton Niguel Water District
26880 Aliso Viejo Parkway
Aliso Viejo, CA 92656
Attn: Brian Hong, P.E., Senior Engineer

**Subject: Construction Management and Inspection Services for Regional Lift Station Enhancements
Project No. 2017.022**

Dear Mr. Hong:

Butier Engineering, Inc. (Butier) is pleased to present an electronic PDF copy of our fee schedule under a separate file. Our submittal is fully responsive to the RFP issued on March 31, 2020, and all attachments.

Company Information

Company Name / Address: Butier Engineering, Inc.
17822 E. 17th Street, Suite 404; Tustin, CA 92780

Contact Person: Mark M. Butier Jr., President/CFO
Tel: 714.832.7222
Email: jrbutier@butier.com

We are confident we have assembled a team that will serve the best interests of the District. Butier has demonstrated it is well structured to service the demands of the Regional Lift Station Enhancements Project. The proposal fee is subject to final negotiation and review of the Contractor's baseline schedule. If you have any questions regarding our proposal, please direct them to me for clarification at (714) 832-7222.

Respectfully Yours,

BUTIER
Construction Managers, Consulting Engineers

Mark M. Butier, Jr.
President/CFO

SECTION 6. BUDGET



**CM&I Services for Regional Lift Station Enhancements (Project No. 2017.022)
Butier Engineering, Inc.**

Classification / Hourly Rate / Assigned Personnel	CM/RE Kenji Shintaku	QA/QC Inspection S. Naylor/ J. Hawes	Electrical/I&C Bruce Phillips	Mechanical/Startup K. Kreeger	Total Cost
	\$ 195.00	\$ 145.00	\$ 175.00	\$ 175.00	
Task 2 Construction Phase					
2.1 Review Contract Documents	40				
2.2 Pre-Construction Meeting	8				
2.3 Contract Administration and Management	400				
2.4 Bi-weekly Jobsite Meetings	100				
2.5 Partial Payment Requests	50	44			
2.6 Document Control		400			
2.7 Construction Inspection and Specialty Inspection		1200			
2.8 Wet Well Condition Assessment (Attached Scope)					\$ 26,206.00
2.8 Startup and Commissioning	80	82	100	140	
2.9 Maintenance of As-Built Drawings		100			
2.10 Project Closeout	80	80			
Total Hours	758	1906	100	140	2904
	\$ 147,810.00	\$ 276,370.00	\$ 17,500.00	\$ 24,500.00	\$ 466,180.00
Total Proposed Costs					\$ 492,386.00

Resource Allocation Estimate

PROPOSAL NO: 20-0088

CLIENT: Butier Engineering, Inc.

OWNER: Moulton Niguel Water District

JOB TITLE: Regional Lift Station Wet Well Concrete Assessment

Date

Apr-20-2020

Task	Description	Principal-in-Charge	Senior Project Manager	Coatings & Condition Assessment Lead	Project Engineer	Engineering Assistant	Project Administrator	Total Labor Hours	Sub-Total Labor Costs
1	Project Management		6				8	14	\$2,266
2	Review Background Docs and Contractor-prepared Site-Specific Health & Safety Plan		4		4			8	\$1,832
3	Concrete Wet Well Condition Assessment		14		24			37	\$8,219
4	OPTIONAL Concrete Core Sampling and Analysis				4			4	\$796
5	Wet Well Condition Assessment Report	2	3	2	30	4		41	\$8,355
Subtotal		2	27	2	62	4	8	104	
Hourly		\$297	\$259	\$239	\$199	\$134	\$89		
Total Direct Labor		\$594	\$6,889	\$478	\$12,258	\$536	\$712		\$21,468
Other Direct Costs			<u>Unit Cost</u>	<u>Units</u>	<u># Units</u>	<u>Cost</u>			
Mileage			\$0.58 per mile		120	\$70			
Hotel			\$170 per night		1	\$170			
Per Diem			\$66 per day		2	\$132			
Surface Penetrating Radar			\$275 per day		1	\$275			
Pole Camera			\$100 per day		0	\$0			
CSE Truck & Equip			\$130 per day		1	\$130			
4-Gas Confined Space Meter			\$50 per day		1	\$50			
Subcontractor - CSE Support and Concrete Cores			110% cost + 10%		5600	\$6,160			
Subconsultant - Concrete Cores Lab Analysis (Voss Laboratories)			110% cost + 10%		4000	\$4,400			
Subtotal Other Direct Costs									\$11,387
GRAND TOTAL ESTIMATED COST									\$32,854

-79-

Exhibit "C" Vendor Contact List

Company Name	Company Address	Contact Person	Telephone #	E-Mail
Black & Veatch	5 Peters Canyon Rd., Suite 300 Irvine, CA 92606	Jeff Neemann	(949) 788-4233	neemannjj@bv.com
Butier Engineering	17822 E. 17th St., Suite 404 Tustin, California 92780	Mark Butier, Jr.	(714) 832-7222	jrbutier@butier.com
Dudek	1645 S. Rancho Santa Fe Rd., Suite 201 San Marcos, CA 92078	George Litzinger	(760) 759-2463	glitzinger@dudek.com
MWH Constructors	301 N. Lake St., Suite 115 Pasadena, CA 91101	Randy Lovan	(949) 439-0423	Randy.Lovan@mwhconstructors.com
TRC	1935 Chicago Avenue, Unit A Riverside, California 92507	Edward Durazo	(951) 788-6028	EDurazo@trccompanies.com
Wallace and Associates	1655 E. 6th St., Suite A-4a Corona, CA 92879	Carl Wallace	(951) 966-7774	carl@wallace-cm.com



moulton niguel water district

STAFF REPORT

TO: Board of Directors **MEETING DATE:** May 4, 2020

FROM: Rodney Woods, Director of Engineering
David Larsen, Engineering Manager

SUBJECT: Ware Malcomb Professional Services Agreement Contingency for Upgrades at Plant 2A

SUMMARY:

Issue: Additional consulting services may be required to support the completion of the upgrades at the District's Plant 2A facility.

Recommendation: It is recommended that the Board of Directors approve a \$75,000 not-to-exceed contingency for a total not-to-exceed authorization of \$1,363,360 with Ware Malcomb and authorize the General Manager or Assistant General Manager to execute any required amendments through June 2021.

Fiscal Impact: Sufficient funds are included in the Capital Budgets for the projects at Plant 2A.

Reviewed by Legal: Yes

BACKGROUND:

In November 2018, the Board of Directors authorized an amendment to the professional services agreement with Ware Malcomb for the design of projects at Plant 2A. At that time, the Board also authorized the approval of amendments to the Agreement of up to 10% of the total contract value. This resulted in an approved total authorization of \$1,288,360.

Since that time, the Board of Directors authorized the execution of an agreement with Layton Construction to provide construction-manager-at-risk services and complete construction. Construction of the upgrades at Plant 2A commenced on August 26, 2019 and has been ongoing since that time. As the construction progressed, additional design services were required, including: interior space revisions to accommodate the District's current needs, landscape revisions to incorporate more native plant species, revisions to the design of the facilities in coordination with the

#7.

Ware Malcomb Professional Services Agreement Contingency for Upgrades at Plant 2A

May 4, 2020

Page 2 of 2

District's design-build services for the security and audio-visual systems, and other miscellaneous revisions.

DISCUSSION:

These revisions have required staff to execute additional amendments to the Ware Malcomb agreement per the Board's authorization. The services completed by Ware Malcomb to date allowed for final approvals to be obtained from the City, permits to be issued, construction to commence, and the support of construction related activities. Staff anticipates that Ware Malcomb's services will continue to be needed to resolve construction issues and incorporate minor District initiated revisions. In anticipation of these additional services, staff is requesting an increase to the agreement contingency of \$75,000 for a not-to-exceed total authorization of \$1,363,360. This request will allow for timely architectural services amendments to be executed as needed in support of the ongoing critical construction at Plant 2A. The proposed contingency increase, as well as the previous individual amendments, was reviewed with the Ad-Hoc Committee members.