

EXHIBIT 15-B

AGREEMENT BETWEEN THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT AND PSOMAS FOR CONSTRUCTION MANAGEMENT SERVICES

THIS AGREEMENT is entered into this ____ day of _____ 2019, by and between PSOMAS, hereinafter called "Consultant," and the Monterey Peninsula Water Management District, hereinafter called "MPWMD".

SECTION I - SCOPE OF SERVICES

MPWMD hereby engages Consultant for services as set forth in **Exhibit A**, Scope of Work.

SECTION II TIME OF PERFORMANCE

Consultant shall begin work upon the effective date of this Agreement and shall complete all tasks described herein according to the schedule that will be provided by the successful bidder on the Santa Margarita Water Disinfection Facility Construction Project, which will be issued for bid in August, 2019

Consultant will perform its scope of services to the level consistent with the standards of the industry. As no design services are included in the scope of work, consultant does not warrant the quality or completeness of, nor have liability for, the design.

SECTION III COMPENSATION

A. FEE SCHEDULE

Fees payable to Consultant for services specified herein shall be in accordance with the Budget and Fee Schedule in **Exhibit B**.

B. METHOD OF PAYMENT

Payment of fees shall be based on a time and materials basis, as documented in monthly billings submitted by Consultant. Work reports shall be rendered in accordance with the Scope of Work shown in **Exhibit A**. Payments are due and payable within thirty (30) days after receipt of each invoice subject to a finding by MPWMD that work performed has been satisfactory and that payment is for the work specified in **Exhibit A**, Scope of Work. Where MPWMD finds the work to be unsatisfactory, MPWMD shall describe deficiencies in writing to Consultant within ten (10) days.

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C. MAXIMUM PAYMENT

Payments to Consultant for services rendered and expenses incurred under this Agreement **shall not exceed \$190,280.**

D. LATE PERFORMANCE PENALTY

With respect to the work within its direct control, in the event Consultant is unable to perform satisfactory work consistent with the professional skill and care ordinarily provided by professionals practicing in the State of California under the same or similar circumstances within thirty (30) calendar days of the date such work is due pursuant to **Exhibit A**, Scope of Work, MPWMD may, in its discretion, withhold an additional five percent (5%) of the fees which would otherwise be payable pursuant to the fee schedule set forth in Exhibit B. This amount may be increased to a maximum of 10% after sixty (60) calendar days of the date such work is due.

Consultant shall not be responsible for delays to the Schedule due to actions outside of its immediate control. Delays due to lack of performance by other parties shall be documented and the Schedule adjusted to reflect the length of the delay incurred.

SECTION IV INSPECTION OF WORK

The books, papers, records and accounts of Consultant or any subconsultants retained by Consultant insofar as they relate to charges for services, or are in any way connected with the work herein contemplated, shall be open at all reasonable times to inspection and audit by the agents and authorized representatives of MPWMD. Said records shall be retained for a minimum of five (5) years after completion of services.

SECTION V OWNERSHIP OF PROJECT REPORT

All original documents, explanations of methods, maps, tables, computer programs, reports and other documents prepared under this Agreement and equipment purchased specifically for the project shall become the exclusive property of MPWMD.

Consultant may retain copies for his/her own use.

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SECTION VI RESPONSIBILITIES

- A. Consultant represents that he/she has or will secure at his/her own expense all personnel, materials, and related services required to perform the services under this Agreement. Consultant shall act as an independent consultant and not as an agent or employee of MPWMD. Consultant shall have exclusive and complete control over his/her employees and subcontractors, and shall determine the method of performing the services hereunder.
- B. MPWMD shall provide Consultant with all relevant data and studies in its possession without charge.
- C. MPWMD shall coordinate and arrange for all meetings required to be held with other agencies or persons hereunder, unless otherwise specified in **Exhibit A**, Scope of Work.
- D. Consultant shall be responsible for the reproduction of work produced by Consultant hereunder.
- E. The officers, agents, and employees of MPWMD shall cooperate with Consultant in the performance of services under this agreement without charge to Consultant. Consultant agrees to use such services insofar as feasible in order to effectively discharge his/her obligations hereunder and further agrees to cooperate with MPWMD's officers, agents and employees.
- F. The Consultant agrees to indemnify, defend and save harmless MPWMD, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subcontractors, material men, laborers and any other person, firm or corporation who may be injured or damaged by the negligent acts, errors, and/or omissions of the Consultant, Consultant's employees, or Consultant's subcontractors or subconsultants in the performance of this Agreement.

SECTION VII INSURANCE

- A. Consultant shall obtain and keep insurance policies in full force and effect as shown in **Exhibit C**, Insurance Requirements.
- B. Consultant shall provide photocopies of his/her current Automobile insurance policy [or policies], including endorsements thereto, or current certificates of insurance in lieu thereof, to MPWMD.
- C. Consultant shall require any subcontractor to provide evidence of the same insurance coverages specified in Section VII Paragraph (A).
- D. Consultant shall provide notice to MPWMD of any cancellation or material change in insurance coverage where MPWMD has been named as additional insured, such notice to

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be delivered to the MPWMD in accord with Section XV of this Agreement at least ten (10) days before the effective date of such change or cancellation of insurance.

- E. Evidence acceptable to MPWMD that Consultant has complied with the provisions of this Section VII shall be provided to the MPWMD, prior to commencement of work under this Agreement.
- F. All policies carried by the Consultant shall provide primary coverage instead of any and all other policies that may be in force. MPWMD shall not be responsible for any premium due for the insurance coverages specified in this Agreement.

SECTION VIII CHANGES AND CHANGED CONDITIONS

- A. If, during the course of the work herein contemplated, the need to change the Scope of Work or the Work Schedule should arise, for whatever reasons, whichever party first identifies such need to change shall notify the other party in writing. The representatives of the parties shall meet within seven (7) working days of the date of such notice to discuss the need for change so identified and to set the proposed action to be taken by the parties. A change in the Scope of Work may also result in a change in the compensation amount. Compensation changes shall be based upon the Consultant Budget and Fee Schedule (**Exhibit B**) attached hereto. Any changes agreed to shall be documented by duly executed amendments to this Agreement.
- B. MPWMD reserves the right to specify individual employees, subcontractors or agents of Consultant who shall be assigned to perform the tasks specified in **Exhibit A**, Scope of Work. If, during the course of the work herein contemplated, there is a change such that the specified individual employees, subcontractors or agents are no longer assigned to the work described in this contract and/or are no longer affiliated with Consultant, Consultant shall immediately notify MPWMD in writing. Consultant shall assign the rights to this contract to another entity, if requested by MPWMD, as part of termination proceedings pursuant to Section IX, Termination.

SECTION IX TERMINATION

- A. MPWMD may terminate Consultant's services at any time by written notice to Consultant at least thirty (30) days prior to such termination. Upon receipt of written notice from MPWMD that this Agreement is terminated, Consultant shall submit an invoice for an amount that represents the value of services actually performed to the date of said notice for which he/she has not previously been compensated. Upon approval of this invoice by MPWMD, Consultant shall be paid from the sum found due after having applied the provisions of Section III, Paragraph (D) of this Agreement, "Late Performance Penalty,"

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where applicable, and MPWMD shall have no further obligation to Consultant, monetarily or otherwise.

- B. Upon receipt of written notice of termination, the Consultant shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to MPWMD, copies, including magnetic media, of data, design calculations, drawings, specifications, reports, estimates, summaries and other such information and materials as may have been accumulated by the Consultant in performing the services under this Agreement.

SECTION X SUB-CONTRACTING AND ASSIGNABILITY

Consultant shall not sub-contract any portion of the work required by this Agreement nor otherwise assign or transfer any interest in it without prior written approval of MPWMD. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

SECTION XI DISCRIMINATION AND FAIR EMPLOYMENT

Attention is directed to Section 1735 of the California Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the government code and every Consultant for public works violating this section is subject to all penalties imposed by a violation of this chapter.”

During the performance of this Agreement, Consultant and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Consultant and its contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

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CONSULTANT: Melanie Carrido
Psomas
1660 Olympic Blvd., Suite 300
Walnut Creek, Ca 94596

SECTION XVI AMENDMENTS

This Agreement together with **Exhibits A, B, and C** sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements expressed or implied, oral or written, except as set forth herein. This Agreement may not be amended except upon written amendment, executed by both parties hereto.

SECTION XVII ATTACHMENTS

The following exhibits attached hereto and referred to in the preceding sections are, by reference, incorporated herein and made an integral part of this Agreement:

- Exhibit A.** Scope of Work, Construction Management Services Technical Proposal
- Exhibit B.** Budget and Fee Schedule, Construction Management Services Price Proposal
- Exhibit C.** Insurance Requirements

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IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the day and year first above written.

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

BY: David J. Stoldt, General Manager

CONSULTANT

BY:

FEDERAL TAX IDENTIFICATION NUMBER:

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EXHIBIT A – SCOPE OF WORK

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SECTION

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Understanding & Approach

The following section provides a description of our understanding of the Project and a discussion of our proposed approach to accomplish the Scope of Work set forth in the RFP.

The Santa Margarita ASRWTF (Project) is evidence of MPWMD's continued long-term commitment to meeting multiple agency and community needs. We understand that this Project is the next phase of an ongoing aquifer storage and recovery program that will be treating stored water to potable standards for Cal-Am's distribution system. This



Project is a vital step in providing a replacement water supply to assist in meeting the State's Cease and Desist Order. Like the M1W Pure Water Program, MPWMD is creatively repurposing existing alternate water sources (excess Carmel River water during the rainy season) and turning the "banked" supply into a supplementary potable water source for the community.

As we understand the Project, the process for achieving the potable element for the ASR water is through a twofold treatment process. The first step is Sodium Hypochloride chlorination and then stabilization with Orthophosphate injection prior to distribution to Cal-Am's customers. Improvements will involve necessary piping connections to existing infrastructure including the Seaside Middle School Facility discharge piping system; ASR Facility injection well system and connection to the Cal-Am distribution system; and a new facility to incorporate the treatment process into the existing ASRWTF. This Project is unique in that it will be converting the existing ASRWTF into a dual function facility. An injection well site for approximately six (6) months depending on rainfall (December to May) and a potable water supply treatment facility the other half of the year (June to November).

Given this dual functionality, we also understand the subsequent co-agency operation of the ASRWTF. MPWMD and Cal-Am share operational responsibilities for the facility depending on injection months versus treatment months. Since the primary function of this facility will be a potable water supply, Cal-Am will be the primary operator of the ASRWTF once it is complete. At this juncture, MPWMD will provide the Project Management and financing for the ASRWTF.

Understanding of MPWMD's Needs

The Project will be in the public bidding process soon with Award of Contract planned for September. Concurrently, the District is in the process of selecting a CM firm to guide the Project's success through a short turn-key duration of eight (8) months. MPWMD is seeking a CM firm that will first and foremost keep the Project on schedule for a June 1, 2020 delivery and secondly provide contract administration and inspection that is cost effective.

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Specifically, for the construction of the Project, the right CM team serving MPWMD will turn the inevitable construction challenges into successes. Given our experience at the current M1W Injection Wells Phase 2 Project, we have demonstrated we have the CM team that can best serve MPWMD for the construction of their new ASRWTF.



Understanding of Cal-Am's Needs

We understand the driver for this Project is the requirement that Cal-Am eliminate diversion of water from the Carmel River for their potable water supply. Therefore, conversion of MPWMD's ASRWTF into a potable water source by June 1, 2020 is a "must".

In addition to an on-time delivery, flexibility of the new treatment systems is very important. Cal-Am's water portfolio will need to grow as the demand for potable water increases in the area. The ASRWTF will provide the flexibility for future well source water and the subsequent treatment.

Dependability of the ASR Facility as a reliable potable water source is also key for Cal-Am's ability to consistently provide their customers with quality water. The Psomas CM Team will maintain a high level of quality assurance for the ASRWTF installations for long term facility performance.

With an understanding of both MPWMD's and Cal-Am's goals for the ASRWTF, we are equipped to navigate the Project through its various challenges to a successful completion. A few of the challenges that we foresee for the Project and our subsequent approach for addressing them are listed below:

Integration of new construction into an existing operating facility

There are both mechanical and electrical integration elements that will need to be coordinated effectively.

Electrical Integration – Power and Controls

The Psomas CM Team along with Beecher Engineering have a proven track record of proactively identifying potential issues that may have significant cost or time impacts. For example, does the existing motor control center have adequate space for the new equipment? Are the new main bus or circuit breaker components compatible with the facility's existing system? Addressing these types of issues early and promptly with the designer and contractor in a professional and respectful manner is our team's standard CM approach. This is a simple example of the added value we consistently provide our clients.



Protection of Existing Utilities

Confirming existing underground utility locations and underground infrastructure will be another challenge with potential risks and costs associated with them. Potholing well in advance of the work is highly recommended to confirm existing utility elevations and account for any adjustments

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in design. In addition, special care will be required working around the high voltage 21kV electrical service PGE clearance requirements between the new discharge piping and the existing electrical service may impact design. If necessary, coordination with PGE or MPWMD operations may be required.

System shutdowns

Integrating new construction into an operating facility is challenging. Through effective communication and thorough planning well in advance the work, Psomas can guide contractors through seamless shutdowns. We understand that minimizing disruptions to MPWMD and Cal-Am's system are important. Therefore, prior to the work we have all involved parties develop a detailed shutdown/tie-in plan with several "back-up" plans for any contingencies or delays to work during the shutdown.

Potential Delays

Long Lead Items – As part of our CM Team's approach, we will be focusing on the timely submittal and approval of long lead items such as valves, electrical equipment, and pumps. These items can typically take up to three to six months after approval, and with a eight (8) month project, any delays in procurement could potentially delay the Project. We recommend that MPWMD consider the pre-purchase of pumps and/or valves to mitigate this potential impact to the June 1, 2020 delivery date.

Psomas is Construction Management Plus

We have the team that is best suited for managing MPWMD's ASRWTF. Our Team is local, familiar with working in the Seaside area and on FORA property. This knowledge and experience are based on our management of M1W Injection Wells Phase 2 Project and the commitment of our team members to protect resources for the communities we serve.

The Construction Management Plus (**CM Plus**) service that we provide is the knowledge, experience, and enthusiasm to lead collaborative teams that deliver smarter, resource efficient solutions for our clients.

We represent our clients' interests, putting the project's needs first — coordinating between the designer, contractor and other stakeholders to focus on the common goal of successful construction completion. This means that MPWMD will benefit from the objective quality of Psomas's CM Plus Services. Our day-to-day activities, decisions and recommendations are always based on "doing what is best for the Project", and we develop a project culture that promotes a team atmosphere. This approach is at the core of Psomas's CM Plus service and provides maximum value for MPWMD.

The following section provides a more detailed description of the day to day CM services that we are currently providing M1W and will provide MPWMD if selected.

Pre-Construction Phase

During Pre-Construction, we will efficiently prepare all team members for the upcoming construction:

- As Team Leader within the Psomas CM Division and Regional Manager of the Northern California Walnut Creek Office, Gary will provide technical advisory services and will provide access to supplementary resources within Psomas, if needed.
- The entire CM team will perform a comprehensive review of all Project documents and site constraints.
- Psomas will assist MPWMD with community outreach to present and discuss the potential construction impacts. This will include preparation and distribution of outreach materials.
- Pre-Construction Conference – Melanie will lead the Pre-Construction Conference.

She will initiate, coordinate, facilitate and document the Pre-Construction Conference with MPWMD, the Contractor and all other Stakeholders. The Pre-Construction Conference is our opportunity to establish partnering relationships with all participants. We emphasize the importance of communication protocol and keeping the Psomas CM team as the "hub" for all project correspondence and discussions.

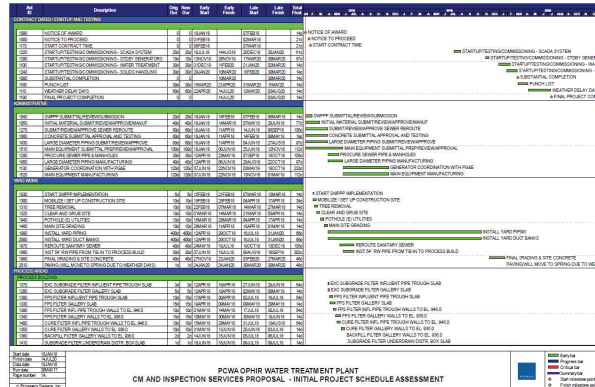
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Construction Phase - Contract Administration

Proactively identifying and resolving issues in all aspects of Construction Administration is how the Psomas CM Team approaches our CM services. Examples of our CM approach to resolving them are highlighted on the following pages.

Schedule Review and Analysis

Gary and Melanie will meet with the Contractor after reviewing the Contractor's preliminary schedule and will assist with the development of their Baseline Schedule to provide sequencing recommendations to best meet Contractual milestones and constraints. We understand the importance of the development of an acceptable and realistic Baseline Schedule. The accepted Baseline Schedule will provide the road map for construction activities and will be the datum for all future updates and delay analysis. Given that construction is a dynamic process, Schedule Updates produced by the Contractor will be reviewed by Psomas with a focus on accurate presentation of as-built dates and durations as well as incorporation of any changes to Contractor sequencing.



Project Cost Control

Psomas understands that maintaining budget is a key factor for Project success. We achieve that through monthly monitoring of Contract expenditures and efficiently addressing, negotiating and processing changes in a timely fashion.

Progress Payments: At the beginning of the Project, Psomas will review and approve the Contractor's Schedule of Values to provide the basis for monthly Progress Payments. Psomas can assist MPWMD in projecting cash flow need throughout the duration of the Project based on the Contractor's schedule and monthly Progress Payments.

Every month, Psomas inspection staff will work with the Contractor to compare current Progress with invoiced amount and will revise accordingly. Patrick will then finalize quantities and monthly costs for billing purposes working with MPWMD's accounting department for proper format and processing. Melanie will provide oversight of each billing to confirm accuracy and overall Project budget status monitoring.

Change Order Management: Changes are an accepted reality of the construction process. After determining the merit of extra work items, our CM team will partner with the Contractor and Owner to resolve and finalize changes with MPWMD's General Conditions and the Contract, utilizing either negotiated lump sum forward priced changes or through a Force Account basis.

For lump sum negotiated changes, Melanie will prepare timely independent cost estimates as a basis for Contractor cost proposal review and negotiations. Pertinent backup information, brief description of reason for the change and documentation of negotiation process will accompany all change orders for MPWMD's approval process.

For changes that need to be implemented within shorter time frames to minimize schedule delays, Melanie will provide Field Instructions to the Contractor to proceed on a Force Account (time and material) basis. Our field staff will diligently document and come to agreement on extra work labor, equipment and materials daily. This approach will streamline review of submitted costs for daily extra work and allow for efficient finalizing of change orders.

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As part of change management, our CM Team will also work with the Designer, WR&D, to provide clear direction to the Contractor to any Owner required or initiated changes. Design clarifications and subsequent Requests for Quotes (RFQ's) will be generated and tracked by Psomas for pricing. Cost proposals will then be reviewed.

Design Clarifications: As part of change management, our CM Team will also work with the Designer, WR&D, to provide clear direction to the Contractor to any Owner required or initiated changes. Design clarifications and subsequent Requests for Quotes (RFQs) will be generated and tracked by Psomas for pricing. Cost proposals will then be reviewed.

Progress Meetings

Melanie will be organizing, coordinating, and running weekly progress meetings as part of the necessary communication for keeping the projects on track and identifying and addressing any delays or cost issues for early and prompt resolution. Records of discussions for progress meetings and pertinent field coordination meetings will be prepared and retained as part of Project documentation.

Establishing and Maintaining Permit Agency Requirements

We will assist the MPWMD in maintaining compliance with SWCP and SWPPP requirements including maintenance of existing on-site BMPs and soil and stockpile management. Beyond the mechanics of submittal processing, Psomas provides the preliminary review to streamline the review process and minimize re-submittals. We also focus on critical submittals and expedite those materials and/or equipment submittals that have long lead times for procurement or other potential impacts to the Project Schedule.

Project Document Control

Psomas will utilize ProCore, a cloud based Project document control system that will streamline the communication and documentation process as part of our Contract Administration function. Psomas has been using Procore, since their early development years in 2012 and helped grow and modify their system specifically for CM utilization.

- We will add Project participants to the Procore directory for early Project communications and documentation and provide one-on-one tutorials as needed.
- All project documentation and communications will be centrally and electronically archived within PROCORE and provided to MPWMD at the end of the Project via USB drive as part of Project Closeout.
- Submittal Processing Submittal Processing: Patrick will be the primary person on the CM Team reviewing Contractor submittals for completeness and general conformance prior to forwarding to the Designer, MPWMD, and Cal-Am for review and approval.

Procore Advantage

- ☑ We are well versed in Procore.
- ☑ ProCore is a cloud-based document tracking program that is the construction industry's leading, most versatile software that Contractors, Owners, and CMs use for efficient communication and project related Contract Administration.
- ☑ Psomas has been using Procore since 2012, so our CM team is very familiar with the platform.
- ☑ As a benefit to MPWMD, we will provide tutorials as needed to all Project participants (Contractor, Owner, Designer) to facilitate efficient and timely collaboration.

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Submittal Processing

Patrick will be the primary person on the CM Team reviewing Contractor submittals for completeness and general conformance prior to forwarding to the Designer, MPWMD, and Cal-Am for review and approval.

Submittal/Procurement Challenge

The ASRWTF long lead items such as pumps, valves and electrical and control equipment, will be important to a June 1, 2020 project delivery date. Therefore, focusing on time sensitive submittals affecting the Contractor's ability to perform within Contractual timelines will be key to achieving Project success.

CM Plus Approach – Focus on achieving early submittal approval of the Contractor's dewatering/by-pass pumping plans, excavation/shoring plans and long lead equipment. We will work with the Contractor to identify long lead procurement items and focus on coordination meetings with the supplier/designer to minimize re-submittals particularly for any materials or equipment required for the Salinas IWWTF or for the new Pond 3 that may affect start-up and testing of the diversion pump station (pumps, motors, MCCs VFDs, etc.)

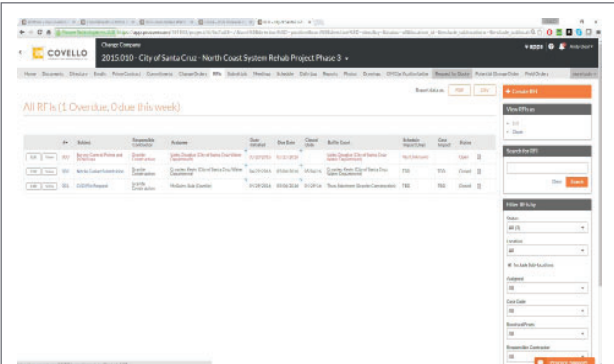
RFI Processing

Communication is key when seeking clarification of field applications and installations as it relates to design intent. This typically occurs during the Request for Information (RFI) process. During this important process, the CM Team will make sure the question or issue is fully understood, reviewed and clearly expressed. Like the Submittal vetting process, Psomas will 1) determine if the answer to the question is already addressed within the Project Documents and 2) meet with the Contractor to help clarify the RFI, and 3) provide the best practical solution as an option as part of the RFI. This approach is another example of proactively helping the Project move forward efficiently while utilizing the strengths of all members of the Project Team.

CM RFIs

This is also an area where Psomas provides added value to the Project, by seeking clarifications directly with WR&D. We will identify "show stopper" issues that could substantially impact overall Project delivery in advance.

As an example, PGE related questions and coordination is where this approach has benefitted both the Source Water Projects and the Injection Wells Phase 2 Project.



The screenshot shows a software interface for managing RFIs. The main heading is "All RFIs (1 Overdue, 0 Due this week)". Below this is a table with columns: Status, Subject, Date, Due Date, and other details. The table contains several rows of data, including one with a status of "Overdue" and a subject related to "Injection Wells Phase 2 Project".

Property Agreements and Respecting

Relationships: Based on the numerous entities MPWMD has worked with for the current M1W – Injection Wells Phase 2 Project, the Seaside Middle School ASR Site and the pending Fitch Facility, we understand the importance of adhering to established agreements and promoting a positive experience during construction for partnering with the City of Seaside, FORA, Cal-Am and the residents of Seaside.

Consistent communication will be key to achieving this goal as well as determining how best to minimize impact of construction activities to City of Seaside, GJMB and property owners close to planned construction.

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Property Agreements and Respecting Relationships

Based on the numerous entities MPWMD has worked with for the current M1W – Injection Wells Phase 2 Project, the Seaside Middle School ASR Site and the pending Fitch Facility, we understand the importance of adhering to established agreements and promoting a positive experience during construction for partnering with the City of Seaside, FORA, Cal-Am and the residents of Seaside.

Consistent communication will be key to achieving this goal as well as determining how best to minimize impact of construction activities to City of Seaside, GJMB and property owners close to planned construction.

MPWMD Santa Margarita ASR Facility Operations

Minimizing impacts and eliminating unplanned disruptions to the MPWMD's ASR Facility operations will be important throughout construction. Psomas will make sure the Contractor's planned work is compliant with ASR Facility hours of operation and will not disrupt MPWMD's day to day activities. Psomas will also initiate coordination meetings and Process Interruption Form (PIF) discussions with Operations and Engineering personnel as applicable and appropriate. Temporary bypass plans, as-needed or if appropriate, will be thoroughly reviewed and vetted prior to shutdowns and/or tie-ins. This advanced attention and developing contingency plans with the Contractor's crews and Agency Operations is key for implementing problem free shutdowns for the 30-inch Middle School Connection, 30-inch GJMB Cal-Am distribution and ASR Well Piping.

Safety

Safety is the highest priority. A successful project is a safe project, which protects all people either directly or indirectly involved with the construction process. Psomas will reinforce the importance of Contractor compliance with CalOSHA safety standards and Contractor implementation of their own IIPP for protection of their personnel during construction.

We will verify that all project participants are trained in MPWMD's, CalAm and FORA safety guidelines and protocol for any work occurring on either agency's property, including Lockout/ Tagout (LOTO) procedures. We will also verify that any work impacting the public are clearly delineated by the Contractor with proper signage and adequately protected work zones.

Construction Inspection

Our field and inspection staff provide timely, accurate daily site observations with a focus on delivering quality construction, minimizing Contractor rework and identifying potential concerns that may affect time or costs to the Project. Examples of what our inspectors and field staff implement daily as part of construction observation include:

- Quality Assurance for contract compliance and monitoring for adherence to industry standards across all disciplines – civil, structural, mechanical and electrical.
- Providing prompt notification to the Contractor for correction and minimal cost and time impact.
- Understanding Contractor's production expectations which translates to efficiency in materials testing coordination and costs as well as preventing delays to Contractor's scheduled activities.
- Streamlining Project closeout and acceptance by preparing Corrective Work Items lists early on and prior to the Punchlist, so items can be addressed while Contractor resources are readily available and segments of work can be accepted for beneficial use.
- Record Drawing maintenance will also be verified on a regular basis to facilitate timely submission during Project Closeout.

Quality Control (QC)/Quality Assurance (QA) Challenge - Treatment Facilities

We understand the importance of quality installation as it relates to the long-term performance of a reliable, sustainable potable water supply source.

Our materials testing subconsultant, Pacific Crest Engineering, will provide quality assurance for trench backfill material and compaction operations.

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Systematic detailed documentation of all pipe tests conducted in accordance with Contract requirements will be provided for future reference and utilized as other components of the Project are brought on-line.

Operational and System Integration

We will work with MPWMD and Cal-Am Operations staff to integrate new control systems for the treatment facilities with their existing systems at the plant for reliable, remote operation.

We will also review PG&E 21kV primary power to the site to identify any potential coordination or design modification issues. Our CM team will guide and provide a systematic approach for start-up and testing of the pumping facilities from functional testing of individual mechanical and electrical components, through to system and operational testing.

Post Substantial Completion

The Psomas CM team will guide the Project to Final Completion utilizing the same efficient approach for Punchlist preparation and identifying other activities required to achieve Final Completion and Acceptance. We will confirm that Project Closeout documentation submitted by the Contractor is complete, including Warranty Forms, O&Ms and Record Drawings.

CM Plus Approach (Proactive Project Management) – Our CM team excels at providing practical, timely recommendations for any construction or design conflict issues that may arise. When making recommendations for solutions, we focus on options that are best for the Project. This approach is practiced in the field through Submittals, RFIs, CM RFIs, etc., as well as in ad hoc field meetings when necessary.

In addition, our field engineering team is trained to identify potential issues ahead of time in order to prevent or mitigate activities before they become issues. Given our experience on similar projects, the CM team will bring all their lessons learned to avoid issues and deliver timely success.

Consultant Written and Signed Statement

According to the requirement of the RFP we are providing this written and signed statement which confirms that our proposal is intended to be inclusive of all elements necessary to complete the described work.



Gary Skrel, PE
Regional Manager



Melanie Carrido, PE; QSPP
Construction Manager

Project Life Coverage Plan

The CM Team that is currently managing the Monterey One Water (M1W) Injection Wells Project – Phase 2, will support the Santa Margarita ASRWTF (Project) in the same manner. Psomas plans to provide CM services that are flexible and cost effective by providing the appropriate resources that match the level of activity and timing of activities for the ASRWTF. We understand that field work will fluctuate depending on the Contractor’s schedule and sequencing. As a result, Psomas’ primary CM team members, Melanie and Patrick, with as-needed key inspection support by Larry, will be prudent with their presence on site providing the oversight required for quality assurance and project management support on an as-needed basis to keep the Project moving forward and addressing issues in a timely manner.

Melanie will allocate appropriate resources including assistance from other Psomas staff and/or subconsultants as dictated by activities and issues. Melanie will be the lead CM for the Project and Patrick will be the Office Engineer/Field Engineer performing the role that he has provided on several previous projects. Larry will provide structural/building inspection reinforcing Patrick’s field observation, on an as-needed basis, for other critical civil or mechanical elements.

The dynamic nature of the Project’s schedule requires the CM Team to be flexible, which Melanie, Patrick and Larry have exemplified thus far for the concurrent “bookend” M1W Pure Water Program Projects: the Injection Wells Phase 2 Project and the Blanco and Reclamation Ditch Diversion Facility Projects. Melanie’s participation will average approximately 1/4 time throughout the Project. Larry and Patrick will be providing combined part-time 1/4 time support as-needed in the Fall of 2019 and focused 1/2 time support for pipe and building construction in 2020.

Psomas CM Proposal for the Santa Margarita ASR Treatment Facility Chlorine Project

Psomas’ local CM Team possesses a proven track record and established working relationships with both internal and external stakeholders. This is best evidenced by the current services being provided to M1W. In this regard, MPWMD may have a question regarding our current workload and how it affects our availability to manage this Project.

Our response is straightforward and simple. We can manage MPWMD with flexible resources on an as-needed basis and as dictated by activities on site because we are currently supporting a few local projects in the area with a similar "on-call" and as-needed basis. For example, Larry will be providing part-time inspection support for M1W’s Salinas Stormwater Phase 1B Project with a similar project duration as MPWMD’s ASRWTF project. Melanie is assisting M1W’s in-house PM, Tom Kouretas, with CM advisory support on an as-needed basis as well.

With multiple ongoing projects and varying construction activities over time, we have the ability and flexibility to deploy additional on-call support when needed. Similarly, we will scale back as required to meet the construction needs and respect MPWMD’s budget constraints. The versatility, capabilities, and excellent communication skills of each of our CM Team members allows us to capitalize on the strengths of Psomas’ professionals and our subconsultants to support the Project dynamically, seamlessly, and cost efficiently.

Our proposed team has the range of experience and the practical field knowledge to match our level of aptitude with our can-do attitude. Our team (Psomas and subconsultants) have been working together consistently for many years, building on their shared knowledge base and reinforcing the partnering approach inherent in CM Plus – excellent timely communication and a unified team for project success.

EXHIBIT 15-B

Level of Effort

Our proposed team members are all available to meet the current construction schedule forecast. The Project constraints require a CM staffing plan that is dynamic to meet the construction activities. The following table shows the number of hours required to complete the project by our Team over the course of the project beginning in September 2019 through project close-out in July 2010.

Please note that we have included an allowance for Gary Skrel in-lieu of labor hours as part of our separately submitted Price Proposal. You will also notice that the table does not include allocations for our subconsultants – Pacific Crest Engineering, Beecher Engineering, and BACC - as their precise level effort is dependent on the level of services needed at the time of the project and difficult to anticipate ahead of time.

Psomas Labor Description		Labor Forecast (hours)	2019				2010						
Title	Proposed Staff		Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20
Principal/Project Manager	G. Skrel	allowance											
Construction Manager	M. Carrido	376	16	36	36	36	36	40	40	40	40	40	16
Office/Field Engineer	P. Hughes	400		40	40	40	40	40	40	40	40	40	40
Lead Inspector	L. Clough	196		4	4	4	4	12	24	56	56	32	-
Psomas Labor Subtotal		972	16	80	80	80	80	92	104	136	136	112	56

EXHIBIT 15-B

EXHIBIT B – BUDGET AND FEE SCHEDULE

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Construction Management Services Price Proposal



Monterey Peninsula Water Management District

Psomas Price Proposal

The RFP requests a Price Proposal for each separate section in the Scope of Services. The Price Proposal is based on Psomas' preliminary assessment of our anticipated Level of Effort to provide MPWMD with the requested Scope of Services. There are several factors that influence our anticipated Level of Effort for construction management services, including:

- Our extensive experience providing these services on similar projects.
- The plans and specifications which define the physical scope and complexity of the work.
- The scope of subconsultant services including materials testing and specialty inspections.
- The project duration.
- The experience and performance of the contractors, subcontractors, and suppliers. (An experienced, collaborative contractor typically requires less construction management resources than an inexperienced and/or claims oriented contractor.)

As a result, we consider our proposed Level of Effort and Price Proposal as preliminary and subject to further refinement. The Price Proposal is based on the forecast Level of Effort presented in the Technical Proposal and is presented in the table below.

SUMMARY OF SCOPE OF SERVICES PRELIMINARY PRICE PROPOSAL	
Service	Amount
Construction Inspection - Psomas	\$60,740
Construction Inspection - Subconsultants	\$28,350
Contract Administration - Psomas	\$98,040
Contract Administration - Subconsultants	\$ 3,150
Total	\$190,280

On the more detailed Price Proposal and Level of Effort Summary spreadsheet that follows, it is important to note that the Level of Effort shows summary forecasts for our proposed staffing over the complete duration of the Project. The actual hours will be highly dependent on the contractor's work plan, actual activities, and weather. As a result of our flexible resources, we can accommodate this dynamic construction Project. As was noted in the Technical Proposal, our proposed staff are available to meet the service demands of the Project.

EXHIBIT 15-B



Monterey Peninsula Water Management District
Santa Margarita ASR Water Treatment Facility
 Price Proposal and Level of Effort Summary
 Construction Management and Inspection Services
 August 1, 2019

Psomas Labor Description		Labor Forecast													
Title	Proposed Staff	(hours/rate/amount)		Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	
Principal/Project Manager	G. Skrel	allowance	\$ 5,000												
Construction Manager	M. Carrido	376	\$ 190 \$ 71,440	16	36	36	36	36	40	40	40	40	40	16	
Office/Field Engineer	P. Hughes	400	\$ 125 \$ 50,000		40	40	40	40	40	40	40	40	40	40	
Lead Inspector	L. Clough	196	\$ 165 \$ 32,340		4	4	4	4	12	24	56	56	32	-	
Psomas Labor Subtotal		972	n/a \$ 158,780	16	80	80	80	80	92	104	136	136	112	56	
Psomas Other Direct Costs			\$ -												
Subconsultants															
Pacific Crest (Materials QA Tests and Inspection)		allowance	\$ 20,000												
Beecher Engineering (Electrical)		allowance	\$ 5,000												
BACC (Coatings)		allowance	\$ 5,000												
Subconsultant Subtotal			\$ 30,000												
Subconsultant 5% Mark Up			\$ 1,500												
Subconsultant Total			\$ 31,500												
Total Services			\$ 190,280												

Notes & Assumptions:

1. Psomas' rates are "composite rates" for Fee Proposal purposes, valid through July 2020. Prevailing Wage Rates may need to be adjusted if the State of California enacts an unanticipated rate increase.

2. Anticipated Construction Dates:

Construction NTP	1-Sep-19	
ASR Treatment Facility Sub. Completion	1-Jun-20	
Final Completion	1-Jul-20	30 days after Sub. Completion
Complete Close-Out	30-Jul-20	30 days after Final Completion

EXHIBIT 15-B

EXHIBIT C

INSURANCE REQUIREMENTS

- I. Consultant shall provide evidence of valid and collectible insurance carried for those exposures indicated by an "X".
- A. Professional Liability Errors & Omissions
 - B. Workers Compensation and Employers Liability
 - C. Automobile Liability - "Any Auto - Symbol 1"
 - D. Commercial or Comprehensive General Liability, including Bodily Injury, Property Damage and Personal Injury
 - E. Owners & Consultants Protective
 - F. Protection & Indemnity (Marine/Aviation)
- II. The minimum limit of protection provided by insurance policies for each of the coverages listed above shall be not less than \$1,000,000, except for coverage "D", which shall not be less than \$2,000,000. The procurement and maintenance by the Consultant of the policies required to be obtained and maintained by Consultant under this Agreement shall not relieve or satisfy Consultant's obligation to indemnify, defend and save harmless MPWMD.
- III. Evidence of insurance carried shall be Certificates of Insurance for the current policies. MPWMD shall be listed as a certificate holder on the Consultant's Commercial or Comprehensive General Liability insurance policy and the policy must be endorsed to provide a 30-day prior written notice of cancellation, excluding cancellation due to nonpayment of premium.
- IV. MPWMD requires that the Consultant carry a commercial liability policy written on a general liability form.
- A. Such protection is to include coverage for the following hazards, indicated by an "X":
 - 1. Premises and Operations
 - 2. Products and Completed Operations
 - 3. Explosion Collapse and Underground
 - 4. Broad Form Blanket Contractual
 - 5. Broad Form Property Damage
 - 6. Personal Injury, A, B & C
 - 7. Employees named as Persons Insured
 - 8. Protective and/or Contingent Liability (O&CP)
 - B. The comprehensive general liability policy shall include as an additional insured the "Monterey Peninsula Water Management District, its officers, directors, agents and employees."
 - C. This policy shall contain a severability of interest clause or similar language to the following:

"The insurance afforded applies separately to each insured against whom claim is made or suit is brought including claims made or suits brought by any persons included within the persons insured provision of the insurance against any other such person or organization."

EXHIBIT 15-B

- D. All policies shall contain a provision that the insurance company shall give MPWMD at least thirty (30) days prior written notice mailed to the address shown below prior to any cancellation or non-renewal. The 30-day written notice must be shown on all certificates of insurance.
- E. Certificates of Insurance for the current policies shall be delivered by the Consultant to the Risk Manager for MPWMD as verification that terms A, B, C and D have been met.
- V. All insurance correspondence, certificates, binders, etc., shall be mailed to:
- Monterey Peninsula Water Management District
Attn: Administrative Services Manager
5 Harris Court, Building G
P.O. Box 85
Monterey, CA 93942-0085
- Insurance certificates may optionally be emailed to: mhamilton@mpwmd.net.
- VI. All policies carried by the Consultant shall be primary coverage as to the interest of the additional insured to any and all other policies that may be in force. MPWMD shall not be responsible for payment of premiums due as a result of compliance with the terms and conditions of the insurance requirements.
- VII. All such policies of insurance shall be issued by insurance companies with general policy holders' rating of not less than "B" and authorized or admitted to do business in the State of California. The policies of insurance so carried shall be carried and maintained throughout the term of this Agreement.