

SPECIAL MEETING OF THE
OF THE BOARD OF DIRECTORS
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
18700 Ward Street, Fountain Valley, California
September 3, 2020, 10:00 a.m.

Due to the spread of COVID-19 and as authorized by the Governor's Executive Order, MWDOC will be holding all upcoming Board and Committee meetings by Zoom Webinar and will be available by either computer or telephone audio as follows:

Computer Audio: You can join the Zoom meeting by clicking on the following link:

<https://zoom.us/j/8828665300>

Telephone Audio: (669) 900 9128 fees may apply
 (877) 853 5247 Toll-free

Webinar ID: 882 866 5300#

AGENDA

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS/PARTICIPATION

At this time, members of the public will be given an opportunity to address the Board concerning items within the subject matter jurisdiction of the Board. Members of the public may also address the Board about a particular Agenda item at the time it is considered by the Board and before action is taken. If the item is on the Consent Calendar, please inform the Board Secretary before action is taken on the Consent Calendar and the item will be removed for separate consideration.

The Board requests that all members of the public who want to address the Board complete a "Request to be Heard" form available from the Board Secretary prior to the meeting.

ACTION ITEM

1. **AWARD CONSTRUCTION CONTRACT FOR ADMINISTRATION BUILDING SEISMIC RETROFIT AND REMODEL**

Recommendations:

- (1) *Make a CEQA finding that the project is categorical exempt under: Class 1-Existing Facilities;*
- (2) *Receive the Bid Protest and any evidence presented by RT Contractor Corporation and reject the Bid Protest;*
- (3) *Waive all discrepancies and deficiencies and award Optima RPM, Inc. the "MWDOC Administration Building Seismic Retrofit, ADA Compliance, and Tenant Improvement Project" construction contract as the lowest responsive and responsible bidder in the amount of \$1,606,878.00.*
Additionally, authorize a 20% contingency in the amount of \$321,375.60 for a total Not to Exceed amount of \$1,928,253.60.

- (4) *Authorize the General Manager to enter into a license agreement with OCWD for the purposes of constructing the MWDOC administration building improvements, and pay OCWD a one-time license fee of \$1,148.00;*
- (5) *Authorize an increase in the IDS Architectural, Space Planning, Interior Design and Construction Administration Services Contract in the amount of \$58,667.00 to include additional Architectural, Interior Design and Engineering support services through to the conclusion of the project;*
- (6) *Authorize an increase in the ABS Owner's Representative Services Contract in the amount of \$36,900.00 to increase the contract scope of work to include move management services through the 4 phases of construction; and*
- (7) *Award SPS Data Communications a contract for IT Support Services for a total Not to Exceed amount of \$13,912.50.*

ADJOURNMENT

Note: Accommodations for the Disabled. Any person may make a request for a disability-related modification or accommodation needed for that person to be able to participate in the public meeting by contacting Maribeth Goldsby, District Secretary, at (714) 963-3058, or writing to Municipal Water District of Orange County at P.O. Box 20895, Fountain Valley, CA 92728. Requests must specify the nature of the disability and the type of accommodation requested. A telephone number or other contact information should be included so that District staff may discuss appropriate arrangements. Persons requesting a disability-related accommodation should make the request with adequate time before the meeting for the District to provide the requested accommodation.



REVISED

ACTION ITEM
August 19, 2020

TO: Board of Directors

FROM: **Administration & Finance Committee**
(Directors Thomas, Finnegan, Dick)

Robert J. Hunter
General Manager

Staff Contact: Charles Busslinger,
Cathy Harris

SUBJECT: Award Construction Contract for Administration Building Seismic Retrofit & Remodel REVISED

STAFF RECOMMENDATION

It is recommended that the Board of Directors approve entering into the following subject agreements for improvements to the MWDOC administration building:

- Make a CEQA finding that the project is categorical exempt under: Class 1-Existing Facilities.
- Receive the Bid Protest and any evidence presented by RT Contractor Corporation and reject the Bid Protest.
- Waive all discrepancies and deficiencies and award Optima RPM, Inc. the "MWDOC Administration Building Seismic Retrofit, ADA Compliance, and Tenant Improvement Project" construction contract as the lowest responsive and responsible bidder in the amount of \$1,606,878.00. Additionally, authorize a 20% contingency in the amount of \$321,375.60 for a total Not to Exceed amount of \$1,928,253.60.

Budgeted (Y/N): Y	Budgeted amount: \$2,038,881	Core X	Choice __
Action item amount:	Line item: FY 20-21-8811- Building Improvements \$1,473,901 (Mobilization, Phases 0-3, Exterior Work) FY 21-22-8811- (Phase 4, exterior work, and Demobilization occurring in FY 21-22) <u>\$564,980</u> \$2,038,881		
Fiscal Impact (explain if unbudgeted):			

- Authorize the General Manager to enter into a license agreement with OCWD for the purposes of constructing the MWDOC administration building improvements, and pay OCWD a one-time license fee of \$1,148.00.
- Authorize an increase in the IDS Architectural, Space Planning, Interior Design and Construction Administration Services Contract in the amount of \$58,667.00 to include additional Architectural, Interior Design and Engineering support services through to the conclusion of the project.
- Authorize an increase in the ABS Owner's Representative Services Contract in the amount of \$36,900.00 to increase the contract scope of work to include move management services through the 4 phases of construction.
- Award SPS Data Communications a contract for IT Support Services for a total Not to Exceed amount of \$13,912.50.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

SUMMARY

Staff is seeking Board authorization to proceed with seismic improvements and a remodel of the administration building along with changes to the Conference Room 101 to serve as a backup WEROC emergency operations center. The remodel will also address current space inefficiencies with the existing floor plan that will provide additional workspaces within the building.

DETAILED REPORT

In October 2017, staff presented to the Board the initial seismic study results of the MWDOC Administration Building. The Board approved staff to move forward with the seismic recommendations and approved contracts for IDS to prepare plans for non-structural retrofit elements of the Administration Building and additional engineering analysis and evaluation for structural retrofit elements of the building.

In November 2017, the Board authorized the General Manager to enter into a contract with IDS Group for architectural, space planning, interior design and construction administration services to conduct space planning analysis, improve floorplan efficiency, update and relocate conference rooms, relocate and maximize storage, provide for additional workstations, and determine the most favorable balance between shared work areas, private workstations and private offices that allow for collaboration and enhanced work flow processes.

In April 2018, staff presented to the Board a summary of the "Report on the Conceptual Seismic Retrofit Study of the MWDOC Administration Building" by IDS. The Board approved staff to move forward with seismic retrofit improvements of the MWDOC Administration Building, which are designed to bring the building up to a seismic performance level known

as 'Damage Control' following American Society of Civil Engineers/Structural Engineering Institute standard 'Seismic Retrofit of Existing Buildings' (ASCE/SEI-41). ASCE/SEI-41 Damage Control level of seismic design is similar to the design standard used for school buildings. The Damage Control level of seismic improvements are designed to allow for re-occupancy of the building shortly after a seismic event and supports having Conference Room 101 serve as the back-up WEROC Emergency Operations Center. Current seismic codes are designed merely to protect occupants for a sufficient duration to safely exit the building. The ability to re-occupy a building after an earthquake is not considered in the current minimum seismic codes and the seismic codes clearly state that buildings meeting minimum seismic standards will likely require significant repairs (if not demolition and replacement) before re-occupancy.

Subsequent to the determination of the building seismic performance level needed to support WEROC Emergency Operations, IDS strongly recommended that the seismic retrofit and the architectural remodeling efforts be combined. IDS pointed out the two efforts had significant overlap with the amount of ceiling work needed for the retrofit, and the extent of partition wall removal and reconfiguration of office spaces to provide additional workspaces and improve efficiencies identified in the remodel design. IDS cautioned that should the two projects move to construction separately, there would be additional costs incurred that could be avoided by combining efforts into one project. The two efforts were combined into a single project which is now before the Board for consideration of award.

In February 2019, the Board authorized the General Manager to enter into a contract with ABS Consulting to provide Owner's Representative/Project Management services for the administration building seismic retrofit and remodel.

Some elements of the project were determined to provide opportunities for reducing costs by being managed directly by MWDOC staff. These elements are specialty items that would otherwise result in General Contractor mark up and pass-through of the work to sub-contractors, should they have been included in the Construction Schedule of Work Items. These items include directly contracting for:

- Fire Alarm System modifications and interface with the OCWD campus-wide alarm system
- Building Energy Management System modifications for the integrated energy management system between the MWDOC and OCWD buildings
- IT network cabling removal and installation
- Furnishings provider and installation of furniture. The furniture provider and installer contract will be coming to the Board in September 2020 following the recommended changes to the MWDOC Administrative Code that would allow MWDOC to participate in the County of Orange Regional Cooperative Purchasing Program and so resulting in cost savings to the District.

A 20% contingency is based upon recommendations from both IDS and ABS. Both consultants indicate that at minimum, a 15% contingency should be retained for retrofits & remodels and a 20% contingency is recommended. The majority of retrofits/remodels,

including this case, do not undergo extensive destructive investigation to determine all of the issues that may be encountered during a retrofit/remodel project, and the contingency is set aside to address those as they are encountered. Additionally, there is one item concerning ADA requirements for backup power to the main lobby glass double doors that is not currently in the scope of work. IDS is currently investigating the type and amount of backup power needed. This item will be addressed at some point during the 11 month construction schedule in time for final inspection.

Background of Improvements to Date

Dates	Action
2009-2014	Window Replacement & Walkway Handrails
2013-2014	Air Handler Work
2014-2016	Boiler, Chiller & Energy Control System
2015-2016	Bathroom Remodel
2016	Fire System
2015-2016	Entry Area Remodel
2019	Electrical System Rehabilitation
2019	Computer Room Air Conditioner Replacement

Project Bidding

The job was advertised for bidding through PlanetBids. A mandatory pre-bid meeting was held with 17 General Contractors in attendance. Formal bids were received from 7 bidders on July 31, 2020. The Low Bidder is Optima RPM, Inc. Staff is in the process of completing paperwork associated with the bid package and should be fully completed by the time of the Board Meeting.

Bid Summary

1.	RT Contractor Corp.	Garden Grove		\$1,925,000.00
2.	Horizons Construction	Orange		\$2,137,000.00
3.	Faris Construction	Oceanside		\$2,077,000.00
4.	JRH Construction	Irvine		\$2,364,220.00
5.	Courts Construction	Glendora		\$2,042,764.00
6.	Nationwide General	Fountain Valley		\$3,575,000.00
7.	Optima RPM Inc.	Irvine		\$1,606,878.00

Engineer's Estimate	\$1,600,000 - \$2,600,000.00
Average Bid	\$2,246,837.43

Low Bid Breakdown (without Contingency)

No.	ITEM DESCRIPTION	UNIT	ITEM COST
1.	Mobilization	Lump Sum	\$364,623.00
2.	Phases 0-4	Lump Sum	\$1,226,939.00
3.	Exterior Work	Lump Sum	15,225.00

****REVISED** Bid Protest**

Subsequent to the public posting of the A&F write up, a bid protest was received on Friday August 7, 2020 from the second lowest bidder, RT Contractor Corporation, claiming:

1. The Apparent Low Bid failed to list an Asbestos Abatement Contractor (C-22 license) and pointed out that Optima RPM Inc. (Optima's) proposed demolition subcontractor only held a Demolition Contractor License (C-21).
2. Asbestos abatement work in the project exceeds the 0.5% threshold that requires disclosure of the work as a subcontractor.

The protest was submitted by e-mail and did not follow the required formalities in the bid documents. For this and the reasons explained below, staff recommends rejection of the protest.

Bid Review and Analysis

MWDOC staff and ABS investigated Optima's bid and found the bid did not indicate a direct subcontractor with a C-22 Asbestos Abatement License on their submitted Subcontractor List (Document 00430). The explanation given by Optima, was that the demolition subcontractor listed in their bid, Central Coast Demolition-4, Inc. intends to hire a second sub-tier contractor, PG&J Environmental Inc. (C-22 License #969005) as part of the demolition scope of work submitted in the bid.

The "Subletting and Subcontracting Fair Practices Act" requires that first-tier subcontractors (those hired by the prime contractor) be listed in the bid form, but it does not require listing of second-tier subcontractors. The bid documents therefore did not require listing of second-tier subcontractors.

Optima indicated that since their direct subcontractor, Central Coast Demolition-4, Inc., does indeed not hold a C-22 license; and as the bid documents did not indicate disclosure of second sub-tier contractors for any work, they did not indicate their demolition subcontractor as holding a C-22 license, nor include any second sub-tier contractors on the Subcontractor List. Optima reaffirmed that asbestos mitigation work will be carried out by a licensed C-22 second-tier subcontractor under their demolition subcontractor as part of \$88,995.00 scope of work listed their bid proposal.

Optima's bid otherwise conforms to the requirements of the bid documents, and staff's review indicates that Optima is qualified to perform the work. To the extent that there may be any minor discrepancies within the bid, such discrepancies would be inconsequential and may be waived. Staff therefore recommends that the Board award the bid to Optima and waive all discrepancies.

If the Board were to instead reject Optima's bid, staff would recommend continuing the item in order to perform a further assessment of the remaining bids. Staff has noted issues of varying levels of significance with the remaining bids and would have to assess whether the remaining bids are capable of receiving the award. Alternatively, the Board could also reject all bids and re-advertise the project.

License Agreement with OCWD

OCWD has requested that MWDOC enter into a license agreement to use and occupy common areas of the campus; comprising a portion of the western courtyard and portions of the parking lot on the north side of the campus during construction. OCWD has also requested a one-time license fee of \$1,148.00, which is the standard fee for license agreements on OCWD properties and was previously approved by the OCWD Board as a standard fee. The license agreement was brought to the OCWD Property Management Committee for approval in June 2020. The agreement was deferred pending additional information to the July 2020 OCWD Property Management Committee. The agreement has been further deferred to the August 28, 2020 OCWD Property Management Committee; pending additional information and an OCWD legal review of the existing MWDOC lease to see if it allows for the construction of a storage room under the existing roof and immediately adjacent to Conference Room 101.

Financial Summary

The table below provides an overall cost summary of the project.

	Current Board Action Items:	
1.	Construction Contract with 20% Contingency – Optima RPM, Inc.	\$1,928,253.60
2.	License Agreement - OCWD	\$1,148
3.	Additional Construction Support through Completion - IDS	\$58,667
4.	Move Management - ABS	\$36,900
5.	I.T. Support Services – SPS Data Communications	\$13,912.50
	Total Project Items this Action:	\$2,038,881
	Previously Approved Project Items:	
1.	ABS Owners Rep Services	\$257,706
2.	Architecture & Engineering Services IDS	\$103,366
3.	Asbestos Testing	\$4,700
4.	Sunbelt Controls Energy Mgmt. System modifications	\$4,449
5.	Fire Alarm System Modifications	\$18,600
6.	City Permits	\$7,278
	Total of Project Items Previously Approved:	\$396,099
Total Project Cost		\$2,434,980

BOARD OPTIONS

Option #1

- Make a CEQA finding that the project is categorical exempt under: Class 1-Existing Facilities.
- Receive the Bid Protest and any supporting evidence by RT Contractor Corporation and reject the Bid Protest.
- Waive all discrepancies and deficiencies and award Optima RPM, Inc. the “MWDOC Administration Building Seismic Retrofit, ADA Compliance, and Tenant Improvement Project” construction contract as the lowest responsive and responsible bidder in the

amount of \$1,606,878.00 plus a 20% contingency for a total Not to Exceed amount of \$1,928,253.60.

- Authorize the General Manager to enter into a license agreement with OCWD for the purposes of constructing the MWDOC administration building improvements, and pay OCWD a one-time license fee of \$1,148.00.
- Authorize an increase in the IDS Architectural, Space Planning, Interior Design and Construction Administration Services Contract in the amount of \$58,667.00 to include additional Architectural, Interior Design and Engineering support services through to the conclusion of the project.
- Authorize an increase in the ABS Owner's Representative Services Contract in the amount of \$36,900.00 to increase the contract scope of work to include move management services through the 4 phases of construction.
- Award SPS Data Communications a contract for IT Support Services for a total Not to Exceed amount of \$13,912.50.

Fiscal Impact: \$2,038,881

Business Analysis: Improve the seismic resilience of the building to accommodate use of Conference Room 101 as a WEROC emergency operations center, and continued business operations in the building following a major earthquake. Additionally, the project is designed to improve floorplan efficiency and provide for additional workstations for staffing flexibility.

Option #2

- Reject Optima's bid
- Continue the item and direct staff to perform a further assessment of the remaining bids.

Fiscal Impact: At minimum, an increase to the project cost of \$381,746.40 (including 20% contingency).

Business Analysis: Staff has noted issues of varying levels of significance with many of the remaining bids, including the next lowest bid, and would have to assess whether the remaining bids are capable of receiving the award.

Option #3

- Reject all bids and direct staff to re-advertise the project.

Fiscal Impact: A new solicitation for bids may result in higher or lower bids. The project will be set back by an additional two months.

Business Analysis: Given that staff has noted issues of varying levels of significance with most of the bids, there is no guarantee that a second round of bids will not encounter similar bid issues.

Option #4

- Do not authorize the work.

Fiscal Impact:

Business Analysis: Continue to work in a less resilient building and risk the building becoming unusable as a WEROC emergency operations center following a major earthquake. Continue to deal with a floorplan that does not provide efficiencies or the needed number of workstations for all staff members.

STAFF RECOMMENDATION

Option #1

Bidder Name: Optima RPM Inc.

**DOCUMENT 00310
BIDDING SHEET**

Price for construction of MWDOC Administration Building Improvements

Item	Description	Amount (Lump Sum)
1	Mobilization by General Contractor, General Contractor Bonds, General Contractor Overhead and Profit, General Contractor General Conditions	\$ <u>364,623.00</u>
2	Construction of all work in the contract for Phases 0 through 4 as included in Table 1 of this section, except for work covered under the other bid items on this bidding sheet, as specified and shown on the drawings for the lump sum of	\$ <u>1,226,939.00</u>
3	Exterior work including parking lot refinishing and ADA parking lot improvements.	\$ <u>15,225.00</u>
Total of Items 1 through 3:		<u>\$ 1,606,878.00</u>

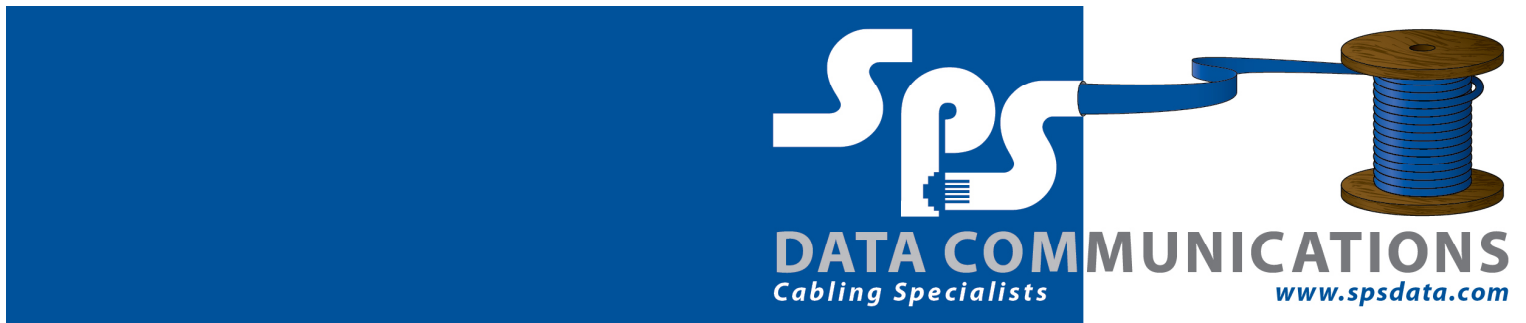
Bidders shall complete Document 00310 "Bidding Sheet" and submit with other bid documents by the deadline Friday, July 31 at 2:00 PM. Bidders shall complete Table 1 on the following pages and submit by Monday, August 3 at 2:00 PM. Bid amounts on Table 1 and Bidding sheet may be handwritten. Illegible bids will be rejected.

IDS SCOPE - Additional Construction Support through Completion

MWDOC Seismic & TI Bidding-CA Phase Additional Fees

Phase	Architectural	Structural	Mechanical HVAC	Plumbing	Electrical
Bid					
Construction	\$6,256.00	\$4,690.00	\$4,276.00	\$527.00	\$3,543.00
Meetings	\$9,272.00	\$556.00	\$540.00	\$974.00	\$3,028.00
	\$3,620.00	\$760.00	\$380.00	\$0.00	\$2,485.00
Total	\$36,908.00	\$6,006.00	\$5,196.00	\$1,501.00	\$9,056.00

Rate	Position	Arch		Struct		Mech		Plumbing		Elect		MWDOC	Rounded to:
		Hrs	Sub-Total	Hrs	Sub-Total	Hrs	Sub-Total	Hrs	Sub-Total	Hrs	Sub-Total		
3	Bid												
190	Principal	4	\$760.00	3	\$1,140.00	6	\$1,140.00			4	\$760.00		
135	PM/P.Arch./P.Eng.	24	\$3,240.00	16	\$2,160.00	0	\$0.00	1	\$135.00	8	\$1,080.00		
135	Cost Estimating	8	\$1,080.00		\$0.00		\$0.00			1	\$135.00		
98	Designer/Draftsperson	12	\$1,176.00	20	\$1,960.00	32	\$3,136.00	4	\$392.00	16	\$1,568.00		
	Subtotal	48	\$6,256.00	39	\$4,690.00	38	\$4,276.00	5	\$527.00	29	\$3,543.00	\$19,292.00	
4	FF&E												
190	Principal	16	\$3,040.00										
135	PM/P.Arch./P.Eng.	80	\$10,800.00										
135	Cost Estimating	0	\$0.00										
98	Designer/Draftsperson	40	\$3,920.00										
	Subtotal		\$17,760.00									\$17,760.00	
5	Construction Administration												
190	Principal	8	\$1,520.00	1	\$190.00			1	\$190.00	2	\$380.00		
135	PM/P.Arch./P.Eng.	40	\$5,400.00	2	\$270.00	4	\$540.00			8	\$1,080.00		
135	Cost Estimating	0	\$0.00		\$0.00								
98	Designer/Draftsperson	24	\$2,352.00	4	\$96.00	4	\$784.00	8	\$784.00	16	\$1,568.00		
	Subtotal	72	\$9,272.00	7	\$540.00	8	\$540.00	9	\$974.00	26	\$3,028.00	\$14,370.00	
6	Meetings												
190	Principal	2	\$380.00	4	\$760.00	2	\$380.00			1	\$190.00		
135	PM/P.Arch./P.Eng.	24	\$3,240.00		\$0.00					17	\$2,295.00		
135	Cost Estimating	0	\$0.00		\$0.00								
98	Designer/Draftsperson	0	\$0.00		\$0.00								
	Subtotal	26	\$3,620.00	4	\$380.00	2	\$380.00	0	\$0.00	18	\$2,485.00	\$7,245.00	
	Grand Total	146	\$36,908.00		\$5,196.00		\$5,196.00		\$1,501.00		\$9,056.00	\$58,667.00	



Quote # 20200801

August 5, 2020

Project Name: Office Remodel Rev. a

Item	Qty	Description	Unit Price	Extended Price
1	10,000	Cat 6 cable	\$0.28	\$2,800.00
2	50	Cat 6 conn.	\$7.25	\$362.50
3	125	Labor	\$85.00	\$10,625.00
4	1	Misc Parts (velcro, Hooks etc)	\$125.00	\$125.00
Grand Total				\$13,912.50

Scope of Project: Demo cables prior to construction, Recycle cables that are appropriate , install new cables where old can't be used (island cubicles, Conference room). My price does include sales tax, my knowledge of your facility, and over 15 year relationship with MWDOC.

Sincerely

Steve Snyder

SPS Data Communications

Notice of Exemption**Appendix E**

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: _____

From: (Public Agency): _____

(Address)

Project Title: _____

Project Applicant: _____

Project Location - Specific:

Project Location - City: _____ Project Location - County: _____

Description of Nature, Purpose and Beneficiaries of Project:

Name of Public Agency Approving Project: _____

Name of Person or Agency Carrying Out Project: _____

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: _____
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Lead Agency _____

Contact Person: _____ Area Code/Telephone/Extension: _____

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: _____

☐ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

August 5, 2020

Mr. Charles Busslinger
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
18700 Ward Street
Fountain Valley, CA 92728

Ph: (714) 292-2405
Email: cbusslinger@mwdoc.com

Subject: *Proposal to Provide Additional Move Planning and Scheduling for Phases Two Through Four Occupants at Municipal Water District of Orange County Administration Building*
(ABSG Consulting Inc. Proposal No. 4385398-005)

Dear Mr. Busslinger:

ABSG Consulting Inc. (ABS Consulting) is pleased to present this proposal to provide the subject move planning and scheduling services. The purpose of these services is to provide Phase 2 through Phase 4 move planning and scheduling services for Municipal Water District of Orange County (MWDOC) with ABS Consulting's Sub-Consultant, Blackman and Forsyth.

The services being provided by Blackman and Forsyth are for Phases 2 to 4 only. A complete breakdown of services being provided are included in Exhibit A. The additional services for Phases 2 through 4 are not within the ABS Consulting's 5% contingency fee for the project and are a change order to the contract budget and scope. The additional scope of work is identified in Exhibit A. For a complete fee breakdown, see Table 1.

SCOPE OF WORK

The scope of work consists of the following task:

CO #2.doc

Task 5 Perform Move Planning and Scheduling Services for Phases Two Through Four (Exhibit A).

Below is a general move planning and scheduling scope of work for the project. For a comprehensive description of the services, see **Exhibit A**.

1. Attend client move-team meetings and conference calls.
2. Maintain the move matrix (From/To).
3. Assist with move vendor selection.
4. Prepare migration schedule.
5. Prepare relocation package and pack/label instructions

EXCLUSIONS

- All Phase 1 move-out services (included in a separate change order).
- Move vendor costs.
- ABS Consulting staff attendance at meetings and conference calls.

COST & SCHEDULE

The following section presents ABS Consulting's proposed fee breakdown for performing the project as described in our proposed scope of work. The proposed **Time and Materials Fees** includes all labor costs, travel costs and expenses to perform the proposed scope of work.

Description	Fee	Basis
Client Move Team Coordination	\$24,000	Time and Materials
Maintain Move Matrix	\$1,350	Time and Materials
Mover Coordination	\$900	Time and Materials
Migration Schedule	\$1,800	Time and Materials
Relocation Packaging	\$3,000	Time and Materials
B&F Sub-total Fee	\$31,050	Time and Materials
B&F Expenses (5%)	\$1,553	Time and Materials
B&F Total Fee	\$32,603	Time and Materials
ABS Consulting Mark-Up (10%)	\$3,260	Time and Materials
ABS Consulting Management (contract, invoices, etc.)	\$1,037	Time and Materials
Total	\$36,900	Time and Materials

Mr. Charles Busslinger

August 5, 2020

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This fee is valid for a period of 60 days from the date of this proposal, after which ABS Consulting reserves the right to retain or modify this cost to reflect changing economic conditions. Work performed by ABS Consulting will be billed monthly based on the actual expenses incurred.

REQUIRED INFORMATION

Prior to commencement of work, we will need the following documents sent to our office:

- An executed change order.

Please execute and return to us a copy of this letter contract to acknowledge your understanding of our proposal and to formally authorize us to proceed.

We look forward to working with MWDOC on this important project. If you have any questions regarding this proposal, please do not hesitate to call.

Sincerely,

ABSG Consulting Inc.



Daniel J. Dopudja, S.E.
Group Manager

Enclosures: *Exhibit A – B&F Scope of Work*

APPROVED FOR MWDOC CORPORATION

Task 5: _____

By: _____

Title: _____

Date: _____

Exhibit A

July 27, 2020

Dan Dopudja
ABS Consulting
300 Commerce Drive, Suite 150
Irvine, CA 92602
Email: ddopudja@absconsulting.com

Subject: MWDOC - Blackman & Forsyth Proposal for Relocation Management

Dear Dan,

Thank you for requesting a relocation project management proposal for your client, MWDOC from Blackman & Forsyth. Blackman & Forsyth provides comprehensive move planning services for businesses and agencies. We know that advanced, thorough planning is essential for an effective and efficient move. Blackman & Forsyth is uniquely skilled to provide our move consulting services to manage an effective and efficient move plan for MWDOC.

We understand the project is as follows: MWDOC will initiate a seismic upgrade and tenant improvement project that delivers new paint, carpet and furniture at their current office, located at 18700 Ward Street, Fountain Valley. Notice to proceed is scheduled for late August 2020 and projected completion is September 2021.

The construction plan is scheduled into (4) phases, running from the West to East in the building. To support this construction activity, we suggest a (5) phase relocation plan that moves groups out prior to construction and back once construction in their area is completed. Construction durations by phase range from 2-4 months.

2. Move Back Phase 1 + Move Out Phase 2
3. Move Back Phase 2 + Move Out Phase 3
4. Move Back Phase 3 + Move Out Phase 4
5. Move Back Phase 4

This project is considered a multi-phase contents and equipment move for MWDOC's full floor and entire staff of approximately 45 employees. Furniture removal will follow each move-out, and is the responsibility of the general contractor.

Blackman & Forsyth proposes to initiate Move Team Meetings immediately to address critical details by discipline to develop a comprehensive plan for the project. Swing space needs, workplace prospects and storage options are essential criteria for evaluation. The details of this plan need to be resolved in order to hire supporting vendors (mover resource and possibly a furniture liquidator / disposal resource) and prior to engaging with employees on move instructions and expectations. Blackman & Forsyth understands that each move phase will involve different parameters determined by each phased impact zone. Move Team meetings will be scheduled at regular intervals for the duration of the project, with an estimated +/- 20 meetings total.

Prior to each move, Blackman & Forsyth will craft a migration schedule that details all of MWDOC's relocation activity by responsible party so that roles and objectives are clearly defined and achieved. Blackman & Forsyth will also provide Relocation Kits, packing and labeling instructions, for each employee affected in each move phase.

The Basic Scope of Services will include:

2. Client Move Team Coordination
3. Move Matrix: From-To(s)
4. Mover Selection
5. Migration Schedule(s)
6. Relocation Package / Pack & Label Instructions

Project activities by initiative are as follows:
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- 2. Client Move Team Meetings:** We will initiate Move Team communication exchanges with the firm's representatives from Facilities, IT, HR, Operations and other relevant groups as they surface. Our Move Team meetings ensure two-way information exchange and facilitate discovery and resolution on all move-related

topics. Output from these meetings develops the relevant data for completing all of the move documentation. Blackman & Forsyth will manage these meetings from start to finish. Critical tasks involved are creating agendas, fostering and facilitating dialog, imparting expertise, providing notes and tracking follow-ups.

3. **Maintain the Move Matrix, From/To:** Blackman & Forsyth documents each staff member and their belongings, IT equipment, file cabinets as well as storage and common rooms to ensure thorough planning prior to the move and to verify proper delivery during the move. Mapping is the process of determining who and what is moving and where it is moving. Significant time and attention is spent in the discovery phase. Finally, all belongings and equipment are mapped to their final destination. In this process we augment your floor plans by adding colors for specific floors or areas and unique numbers for each user. These colors and numbers will expedite your move and minimize the occurrence of errors.
4. **Mover & Vendor Selection:** Blackman & Forsyth will develop and coordinate the RFP (Request for Proposal) process for Mover. With the Move Team we will develop the project scope for the request for proposal for the movers and we will conduct a job walk with qualified vendors, providing the RFP and a Basis of Estimate spreadsheet for their bids. Blackman & Forsyth will provide a qualitative and quantitative analysis of all bids to support the selection process and work with MWDOC to negotiate the "best" price.
5. **Migration Schedules:** The key to a successful move is ensuring that all of the players are following a clear schedule and responding quickly when changes are needed. Blackman & Forsyth will craft a Migration Schedule for each move phase that details all the move activities for the entire move period. The Migration Schedule has a clear sequencing order and accountability component. It is our job to communicate this schedule to all parties involved in the move.
6. **Relocation Package / Pack & Label Instructions:** Blackman & Forsyth will create comprehensive, personalized relocation kits for each employee affected in the move. The relocation kit is customized with the individuals unique move labels based on their destination address. The kit contains information on what to pack, what not to pack and how to pack and label belongings.

We are committed to using your budget in the most efficient, economical manner. Therefore, we will bill you only for hours expended and not necessarily the entire amount of the budget. Should you require fewer hours and services and your staff can handle additional tasks the fees will decrease accordingly. If the hours spent increase the fees due beyond those estimated in this agreement, we will notify you in writing and obtain your written consent before incurring any excess fees.

Our fees are \$150 per hour for a Principal, \$125 per hour for a Project Manager and \$100 per hour for a Site Supervisor. Expenses are not included in the fees as stipulated above. We are to be compensated for reimbursable expenses incurred in connection with the project. Expenses include: office services @ \$35 per hour, mileage @ \$0.575 cents per mile (or the prescribed rate); parking, copies, etc. to be invoiced at actual cost. Expenses are not to exceed 5% of fees unless authorized by you.