

## AGREEMENT WITH STANTEC CONSULTING SERVICES, INC., TO PROVIDE ON-CALL PROFESSIONAL LAND SURVEYING SERVICES

THIS AGREEMENT is made and entered into this 2nd day of May, 2023 by and between, Stantec Consulting Services, Inc., a New York corporation (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

### RECITALS

- A. On October 2, 2019 the City issued a Request for Proposal (“RFP”) No. 19-090, by which it desired to retain a consultant having special skill and knowledge in the field of Professional Land Surveying services on an “on-call” basis for the City’s Public Works Agency.
- B. Consultant submitted a responsive proposal that was among those selected by the city. Consultant represents that it is able and willing to provide such services described in the scope of work that was included in the RFP No. 19-090.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

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

### 1. SCOPE OF SERVICES

During the term of this Agreement, Consultant shall perform all tasks, services, and obligations described in the scope of work section included within RFP No. 19-090, including providing all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in the “**Scope of Services**”, which was included in RFP 19-090 and is attached hereto and fully incorporated herein by this reference as **Exhibit A**, and as more specifically set forth in Consultant’s proposal (excluding fee and cost proposal and resumes), which is attached hereto and fully incorporated herein by this reference as **Exhibit B**.

### 2. ALLOWABLE COSTS AND PAYMENTS

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement at the rates and charges identified in Consultant’s Fee and Cost Proposal, which is attached hereto and fully incorporated herein by this reference as **Exhibit C**. Consultant is one of three (3) separate consultants selected to provide services on an on-call basis under RFP 19-090. The total

compensation for services provided by all consultants selected under RFP 19-090 shall not exceed the shared aggregate amount of **\$950,000.00** during the term of this Agreement, including any extension periods as set forth in Section 4, below.

- b. Consultant's Fee and Cost Proposal is attached hereto and fully incorporated herein as **Exhibit C**. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fees. These rates are not adjustable for the performance period set forth in this Agreement. In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the fee and cost proposal and identified in the fee and cost proposal, and in the executed Task Order.
- c. Specific projects will be assigned to Consultant through issuance of Task Orders. After a project to be performed under this Agreement is identified by City, City will prepare a draft Task Order less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a City Project Coordinator. The draft Task Order will be delivered to Consultant for review. Consultant shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost, the finalized Task Order shall be signed by both City and Consultant.
- d. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's Cost Proposal.
- e. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- f. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from City before exceeding such estimate.
- g. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- h. Consultant shall not commence performance of work or services until this Agreement has been approved by City, and notification to proceed has been issued by City. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.
- i. A Task Order is of no force or effect until returned to City and signed by an authorized representative of City. No expenditures are authorized on a project, and work shall not commence until a Task Order for that project has been executed by City.

- j. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by City of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number, project title, and Task Order number. Credits due to City that include any equipment purchased under the Equipment Purchase provision of this Agreement must be reimbursed by Consultant prior to the expiration or termination of this Agreement. Invoices shall be mailed to City at the following address: City of Santa Ana, Public Works Agency M-36, 20 Civic Center Plaza, P.O. Box 1988, Santa Ana, CA 92702.
- k. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement.
- l. The total amount payable by City for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- m. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- n. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- o. The total amount payable by City for all Task Orders resulting from this Agreement shall not exceed an aggregate amount of **\$950,000.00**. It is understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Agreement through Task Orders.
- p. Consultant shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for the City's Project Manager to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- q. Consultant's Project Manager shall meet with City's Project Manager, as needed, to discuss progress on the project(s).
- r. This Agreement is valid and enforceable only if sufficient funds are made available to the City for the purpose of this Agreement. In addition, this Agreement is subject

to any additional restrictions, limitations, conditions, or any statute enacted by Congress, the State Legislature, or the City that may affect the provisions, terms or funding of this Agreement in any manner.

### **3. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- a. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR Part 31, Contract Cost Principals and Procedures, shall be used to determine the allowability of individual terms of cost. et seq., shall be used to determine the cost allowability of individual items.
- b. Consultant agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to City.

### **4. PERFORMANCE PERIOD**

- a. This Agreement shall go into effect on May 2, 2023, contingent upon approval by City, and Consultant shall commence work after notification to proceed by City. This Agreement shall end on May 1, 2026, unless terminated earlier in accordance with Section 21, below. The term of this Agreement may be extended for up to two (2), one-year periods upon a writing executed by the City Manager and City Attorney.
- b. Consultant is advised that any recommendation for contract award is not binding on City until the Agreement is fully executed and approved by City.
- c. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Agreement, the terms of the Agreement shall be extended by amendment.

### **5. STATE PREVAILING WAGE RATES**

- a. If applicable, Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this

Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

- c. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>. Consultant shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations, Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.
- d. When prevailing rates apply, the Consultant is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by City.

## **6. INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

## **7. OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data, which were provided, to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

## 8. MINIMUM INSURANCE REQUIREMENTS

- a. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City 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 secured all insurance required under this Section.
- b. Insurance coverage shall be at least as broad as:
  - (i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
  - (ii) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
  - (iii) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
  - (iv) Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
  - (v) If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.
- c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
  - (i) **Additional Insured Status.** The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33,



or CG 20 38; and CG 20 37 forms if later revisions used).

- (ii) **Primary Coverage.** For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation.** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Entity.
- (iv) **Waiver of Subrogation.** Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.
- (v) **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.
- (vi) **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.
- (vii) **Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

- (viii) **Verification of Coverage.** Consultant shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (ix) **Subcontractors.** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Entity is an additional insured on insurance required from subcontractors.
- (x) **Special Risks or Circumstances.** Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## 9. INDEMNIFICATION

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



## **10. INTELLECTUAL PROPERTY INDEMNIFICATION**

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

## **11. RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of this Agreement, pursuant to Government Code 8546.7, Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested.

## **12. AUDIT REVIEW PROCEDURES**

- a. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by mutual agreement shall be reviewed by the City.
- b. Not later than 30 days after issuance of the final audit report, Consultant may request a review by the City of unresolved audit issues. The request for review will be submitted in writing, submitted to the project manager of RFP.
- c. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

## **13. CONFIDENTIALITY**

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also

information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

#### **14. CONFLICT OF INTEREST**

- a. Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement, or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing City construction project that will follow.
- b. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- c. Consultant agrees to complete any statements of economic interest if required by either City ordinance or State law.

#### **15. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION**

Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

#### **16. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:	Jennifer L. Hall
	City Clerk
	City of Santa Ana
	20 Civic Center Plaza (M-30)
	P.O. Box 1988
	Santa Ana, CA 92702-1988

Fax 714- 647-6956

Executive Director  
Public Works Agency City of Santa Ana  
20 Civic Center Plaza  
P.O. Box 1988  
Santa Ana, CA 92702  
Fax 714-647-5635

To Consultant: Stantec Consulting Services, Inc.  
Attn: Greg Seboum, Principal-in-Charge  
38 Technology Drive  
Irvine, CA 92618  
(949) 923-6953

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

## **17. EXCLUSIVITY AND AMENDMENT**

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

## **18. SUBCONTRACTING**

- a. Nothing contained in this Agreement or otherwise, shall create any contractual relation between City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to

make payments to the Consultant.

- b. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by City, except that which is expressly identified in the approved Cost Proposal.
- c. Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by City.
- d. All subcontracts entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
- e. Any substitution of subconsultant(s) must be approved in writing by City prior to the start of work by the subconsultant(s).

## **19. EQUIPMENT PURCHASE**

- a. Prior authorization in writing by City shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization by City, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- c. Any equipment purchased as a result of this Agreement is subject to the following condition: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, based on a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Consultant. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

## **20. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

## **21. TERMINATION**

- a. City reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant with the reasons for termination stated in the notice. Upon termination, City shall be entitled to all work including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- b. Notwithstanding any provisions of this Agreement, Consultant shall not be relieved of liability to City for damages sustained by the City by virtue of any breach of this Agreement by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

## **22. JURISDICTION-VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

## **23. PROFESSIONAL LICENSES**

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

## **24. STATEMENT OF COMPLIANCE**

- a. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 11102.

- b. During the performance of this Agreement, Consultant and its subconsultants 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 (e.g., cancer), age (over 40), marital status, gender, gender identity, gender expression, sexual orientation, military or veteran status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- c. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §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. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- d. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- e. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
- f. Consultant, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 40 Code of Federal Regulations Part 26 on the basis of race, color, sex or national origin. In administering the City components of the Disadvantaged Business



Enterprises (DBE) Program Plan, Consultant, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

- g. Under 49 CFR 26.13(b): Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement, Consultant shall carryout applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, which the City deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payment if applicable;
  - 2) Assessing sanctions;
  - 3) Liquidating damages; and/or
  - 4) Disqualifying consultant from future proposing as non-responsible.
- h. Termination and Substitution of DBE Subconsultants. Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Consultant or DBE subconsultant obtains the City's written consent. Consultant shall not terminate or substitute a listed DBE for convenience and perform work with their own forces or obtain materials from other sources without authorization from City. Unless the City's consent is provided, the Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.
- i. Consultant shall notify City's designated representative of any changes to its anticipated DBE participation before starting the affected work. Consultant shall notify City of any notices of decertification or certification regarding a subconsultant's DBE status.
- j. Consultant shall provide all required DBE forms to the City as required pursuant to applicable law.
- k. All certifications required for the Bid are attached hereto as part of **Exhibit B** to the Agreement.
- l. In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and

the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- m. Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.
- n. In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i. Withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. Cancellation, termination or suspension of the Agreement, in whole or in part.
- o. Consultant shall include the provisions of paragraphs a. through p. in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request the recipient enter into such litigation to protect the interests of the State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- p. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to the following Pertinent Non-Discrimination Authorities:
  - Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## **25. DEBARMENT AND SUSPENSION CERTIFICATION**

- a. Consultant’s signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)”, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or

determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

- b. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

## **26. MISCELLANEOUS PROVISIONS**

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

*[signatures on following page]*

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

**ATTEST:**

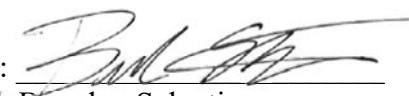
**CITY OF SANTA ANA**

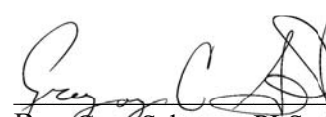
\_\_\_\_\_  
Jennifer L. Hall  
City Clerk

\_\_\_\_\_  
Kristine Ridge  
City Manager

**APPROVED AS TO FORM:**  
SONIA R. CARVALHO  
City Attorney

**STANTEC CONSULTING SERVICES,  
INC.**

By:   
Brandon Salvatierra  
Deputy City Attorney

  
By: Greg Sebourn, PLS  
Title: Principal-in-Charge



**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Nabil Saba  
Executive Director,  
Public Works Agency

## **EXHIBIT A**



**Appendix  
ATTACHMENT 1  
SCOPE OF WORK**

**CITY OF SANTA ANA  
REQUEST FOR PROPOSALS  
FOR  
PROFESSIONAL LAND SURVEYING SERVICES  
RFP NO.: 19-090**

**Introduction and Background:**

The City of Santa Ana intends to retain Professional Land Surveyors, licensed in the State of California, to perform land surveying services on an as-needed or “on-call” basis, or project basis for Capital Improvement Program (CIP) projects, and/or for projects under construction. Specific services shall be on-call and shall include all duties typically expected of a Professional Land Surveyor or surveying firm.

A Professional Services Agreement will be entered into with several of the qualified firms/consultant(s) to provide Professional Land Surveying services for a variety of projects on an on-call basis. On an on-call, as-needed basis, the selected firm(s) may be asked to provide professional services on specific, project-by-project basis, based on an agreed-upon specific scope of services and fees.

In general, work consists of general Land Professional Surveying services for Public Works Projects and or related to City facilities. The funding sources for each project may vary for each project/task order assignment shall comply with the funding agency’s requirements. The consultant shall be able to assist the City through this contract to provide the necessary services.

The consultant shall utilize in-house staff and/or sub-consultants to complete the assignments to meet the City standards. **For specialized work for which the prime consultant shall require a sub-consultant, the prime consultant shall serve as an administrative liaison between the City and the sub-consultant.**

**Prime consultant mark-ups for sub-consultant work will not be allowed.**

All proposals, plans, drawings, specifications, estimates, grant applications, and/or studies will be subject to the final approval and satisfaction of the City of Santa Ana.

**Scope of Services**

On as needed basis, the selected firm/s shall provide the City with the following services as described herein. A California-licensed land surveyor shall be in responsible charge of all survey work performed under this agreement.

The consulting firm/s selected for these services shall demonstrate the ability and experience in the following types of work and not limited to:

- A. Prepare legal descriptions, plats and maps for subdividing property
- B. Research existing County and City records for survey monuments within the project area. Prior to any clearing, removal, or excavation efforts, perform a diligent search for property line monuments, street centerline monuments, and benchmarks within the project area, recording their identities and precise locations in reference to monuments or witness monuments that will not be disturbed during construction. The records of these monuments and references shall conform to Section 8771 of the Business and Professions Code of the State of California. After completion of the construction, any monument disturbed or removed during construction shall be reset, conforming to Section 8771. Each centerline intersection shall be drawn on a single Corner Record showing local tie points and tie distances. A pdf copy of the final receded Corner Record shall be submitted to the City.
- C. Perform boundary line adjustments
- D. Perform monument perpetuation/preservation in areas that will be impacted by City projects
  - o Includes site investigation for existing monumentation, with a report provided to the City with recommendations.
  - o May include pre- and post-construction records
- E. Replace lost or obliterated property corners
- F. Set boundary markers or property corners, also known as monuments
- G. Retrace boundaries for fences and other purposes
- H. Locate, relocate, establish, reestablish, or retrace, or retrace any property line or boundary of any parcel of land, right-of-way, easement, or alignment of those lines or boundaries
- I. Prepare legal descriptions and information shown with the description of any deed or other title document
- J. Prepare Record of Surveys

#### **Map Checking Services**

- A. Information furnished by the City for checking will be roughly as follows: 1 set of Exhibits, title reports, reference documents (Deed, Parcel Map, Tract Map, etc.), traverse closures, and improvement plans.
- B. Prepare maps or plats
- C. Review Exhibits for technical correctness and completeness, consistency with the City guidelines and requirements, compliance with the Subdivision Map Act, and acceptance for recording.
- D. Review title report and existing easements for correct plotting and references.
- E. Review improvement plans associated with the project to ensure the Exhibits correctly identify the limits and location as shown on the improvement plans.
- F. Provide a set of redline check prints showing the redlined comments, and required

corrections and information.

- G. Provide a check letter covering the major required comments, and corrections and instruction for future submittals.
- H. Provide a timesheet at the end of every review to include, but is not limited to, project name, review number, dates, review hours, hourly rate, and total cost.
- I. Review maps and/or surveys such as Parcel Maps, Final Maps, or Tentative Maps

### **Construction Services**

- A. Stake the location of fixed engineering works for construction purposes. Provide construction staking for project improvements. Records of the line and grade stakes (cut sheets) shall be on forms provided by the City, and the originals shall become the property of the City upon completion of each survey request. The City will provide digital construction plans and specifications for each project.
- B. Set line and grade stakes in accordance with the plans and specifications. Notify the City immediately of any discrepancies or design errors discovered on the plans during staking or when verifying the line and grade of existing improvements at join points.
- C. Complete the construction staking within the time frame as specified on the Survey Request Form, or (given minimum notice) commence the staking no longer than two working days from receipt of the request, providing continuous service until the request is complete.
- D. Furnish all office support, labor, materials, equipment, tools and incidentals necessary to complete the specified surveys. The costs for these items shall be included in the hourly or lump sum costs and no additional compensation will be allowed therefor.

### **Miscellaneous Services**

- A. Investigate boundary discrepancies
- B. Locate, relocate, establish, reestablish, or retrace the alignment or elevation for any of the fixed works embraced within the practice of civil engineering
- C. Determine contours of the earth's surface for topographic maps
- D. Photogrammetric surveying or aerial topographic mapping or aerial photography
- E. Provide Professional Land Surveying services as requested. A detailed scope of work will be outlined when specific project is assigned to the consultant. Services shall include, but are not limited to, cross-sections, intersection grids, centerline determination, digital terrain models (dtm), right of way determination, utility profiles and exhibits.
- F. Generate a computer drawing in Microstation V8 format as well as the sample survey

drawing on the City of Santa Ana website listed in item K below.

- G. All survey needs to be prepared to the satisfaction of the City's Surveyor and meet the following standards:
- H. Horizontal control shall be based on the 1983 North American Datum (NAD83), tied to a minimum of two proximate County of Orange, CCS83, Zone VI, 1991.35 Epoch Adjustment control points. Project coordinate values shall be provided in U.S. Survey Feet. The County control points shall determine the Basis of Bearing for the project.
- I. Vertical control shall be based on the North American Vertical Datum of 1988 (NAVD88), tied to a minimum of two proximate County of Orange bench marks. Project elevations shall be provided in U.S. Survey Feet.
- J. Horizontal alignment(s) for the project shall be tied to the survey centerline monuments within the project area.
- K. With the coordinate values, a full location and detailed description, including point character with reference(s), shall be provided for all found and set monuments for the project. For this purpose, a sketch of the control network is required.
- L. Copies of all survey field notes and raw data files shall be provided along with a listing of the final coordinates for all surveyed points. The digital file format for the listing shall be: point number, northing, easting, elevation, description (comma delineated with no spaces, one point per line). The coordinate precision shall be one hundredth of a foot.
- M. At any given time the City may need to mobilize survey crews to different project sites, the consultant shall have a minimum of three (3) survey crews for mobilization.
- N. All City CADD standards as well as Microstation configuration files are located at:

<http://www.santa-ana.org/pwa/EngineeringServices.asp>

**Other Terms and Conditions:**

1. The project will be implemented in compliance with the City of Santa Ana's policies, as well as Prevailing Wages and State/Federal Requirements.
2. The City regards the inclusion of California based designs, engineering, and construction professionals, facilities, and services as part of the Team to be highly desirable, but not mandatory.
3. The City reserves the right to amend this Request for Proposal by addendum prior to the final dates of submission.
4. All reports, proposals, or other data or materials which are submitted shall become the sole property of the City of Santa Ana with the exception of the confidential Financial Capacity information and sealed fee proposals which will be returned to all proposers after award of

contract to the selected Team.

5. All products used or developed in the execution of any contract resulting from this request will remain in the public domain at the completion of this project.
6. The City has an affirmative action program. The purpose of the affirmative action program is to encourage certified minority business enterprises and women business enterprises. All submitting firms must have established affirmative action programs approvable by the City. During the RFP stage, all firms will need to complete a “Certification of Non-Discrimination by Contractors” for each firm on their team.

#### **Special Requirements (Attachment 4)**

This project may utilize California Department of Transportation (Caltrans) funds and shall therefore comply with all state and federal requirements. The below referenced forms included in Attachment 4 (Additional Provisions) of the Appendix must be completed in their entirety and submitted with your proposal:

- LAPM Exhibit 10-H: Sample Cost Proposal
- LAPM Exhibit 10-O1: Consultant Proposal DBE Commitment
- LAPM Exhibit 10-O2: Consultant Contract DBE Commitment
- LAPM Exhibit 10-K: Consultant Certification of Contract Costs and Financial management System

*Please reference Caltrans Local Assistance Procedure Manual, Consultant Selection, Chapter 10, for further instructions and guidelines pertaining to the completion of these forms:*  
<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>

#### **COMPLIANCE WITH REQUIREMENTS OF FUNDING AGENCY:**

This agreement may be funded with state and/or federal grant funds administered by Caltrans. Proposer shall comply with all requirements as they pertain to the use of these funds. Refer to Attachment 4 for Caltrans required forms, including **Exhibit 10-H – Sample Cost Proposal** (H2 for On-Call Contracts) in the Appendix of this RFP.

#### **DISADVANTAGED BUSINESS ENTERPRISES (DBE) GOAL:**

The Agency has established a DBE goal for this Contract. Proposers are encouraged to obtain DBE participation for this contract. Refer to **Exhibit 10-I – Notice to Proposers DBE Information** included in the Appendix of this RFP. Proposers must submit **Exhibits 10-O1 & 10-O2 – Consultant Proposal & Contract DBE Commitment** to demonstrate compliance with Agency’s DBE goal.

#### **CONSULTANT AUDIT AND REVIEW PROCESS:**

Prior to contract award and dependent on contract award amount, the selected Consultant shall be subject to an audit or review by Caltrans’ Audit and Investigations (A&I), other state audit organizations, or the federal government. The selected Consultant shall complete **Exhibit 10-K – Consultant Annual Certification of Indirect Costs and Financial Management System** for all prime and sub-consultants in the Appendix of this RFP.

*To independently download any of the Caltrans Exhibits required per this RFP, visit:*  
<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

## **EXHIBIT B**





RFP No. 19-090

# Professional Land Surveying Services

City of Santa Ana  
Public Works Agency

October 24, 2019





Stantec Consulting Services Inc.  
38 Technology Drive • Irvine, CA 92618-5312

October 24, 2019

City of Santa Ana  
Attn.: Sean Thomas, PE  
Public Works Agency; M-36  
20 Civic Center Plaza  
3rd Floor Reception, Ross Annex  
Santa Ana, CA 92701

RE: RFP No. 19-090, On-Call  
Professional Land Surveying  
Services in the City of Santa Ana

Dear Mr. Thomas,

Surveying is the foundation that communities are built on. Upholding a community of over 330,000 people is a challenging task for the City of Santa Ana Public Works Agency. We understand the importance of selecting a qualified partner to provide surveying services. Stantec Consulting Services Inc. (Stantec) is that partner. As your surveying partner, we will listen closely to your needs, seek to understand deeper project purposes, and identify critical path solutions.

**There's no boundary to our availability.** With branch offices throughout southern California, you will benefit from a team that has successfully completed surveying services for more than 60 years. We know that on-call contracts ebb and flow. We have the resources and adaptability to respond to challenges and meet any project's needs. Principal-in-charge/project manager and primary contact Greg Sebourn, PLS, will oversee assembling the required staff, developing a work plan, and executing tasks in a timely manner.

**The right firm/team experience.** Because we have a strong history of successfully managing and delivering on-call task orders, there is no learning curve to managing tasks, scheduling, budgets, and—most importantly—providing you with the right staff at the right time. Our Survey/Geomatics Department is staffed with exceptional level qualified professionals who have substantial experience in providing design and construction surveying services for various municipal facilities, transportation, water resources, land development, waste management agencies, and construction projects throughout southern California. We have the current technology and training on hand to provide you the most accurate, safe, and economical services.

**Specialized subconsultants and commitment to meeting your anticipated participation levels for small and minority businesses.** We have a long history of working with small, local firms and are committed to engaging our teaming partners: Geospatial Professional Solutions Inc. (GPSi) and Cabrinha, Hearn & Associates (CHA). They have seamlessly collaborated with us on numerous efforts over the years.

**Focused on our people. Focused on safety.** The way we treat our people, clients, and neighbors reflects who we are, what we believe in, and how we do our work. Integrating practical Health, Safety, and Environment programs into our work helps protect our people from injuries, property loss, and environmental damage.

**Your projects are our priority.** Your projects and their successful delivery are our priority. This means that each assignment receives the detailed attention and best qualified team members for the specific services required.

Greg Sebourn is your point of contact and is authorized to make legally binding commitments for Stantec Consulting Services Inc. Stantec concurs with the provisions contained in the sample agreement provided as Attachment 3 to the RFP. Required certificates are provided in Appendix B of this proposal.

Regards,

Greg Sebourn, PLS  
Principal-in-Charge/Project Manager  
38 Technology Drive  
Irvine CA 92618-5312  
Phone: (949) 923-6953  
greg.sebourn@stantec.com

Tony Cuomo, PLS  
Mapping Manager  
38 Technology Drive  
Irvine CA US 92618-5312  
Phone: (949) 923-6112  
tony.cuomo@stantec.com





# Firm and Team Experience

## About Stantec

Communities are fundamental. Whether around the corner or across the globe, they provide a foundation, a sense of place and of belonging. That's why at Stantec, we always **design with community in mind**.

We care about the communities we serve—because they're our communities too. We're designers, engineers, scientists, and project managers, innovating together at the intersection of community, creativity, and client relationships. Balancing these priorities results in projects that advance the quality of life in communities across the globe.

## Our Organizational Stability

Stantec Consulting Services Inc. is a public company that was incorporated in New York in 1929 (FEIN 11-2167170). It is also a publicly traded entity listed on the New York Stock Exchange (Symbol: STN) and the Toronto Stock Exchange (Symbol: STN). We are required to be financially stable in order to maintain these listings and we are required to adhere to the Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission "(2013 framework)" (the COSO criteria). We are subject to ongoing independent audits that prove our financial stability and credit worthiness. We will submit audited financial statements as requested by the City of Santa Ana (City.)

## Our Strength

The Stantec community currently unites approximately 22,000 employees working worldwide with more than 1,400 employees in California. Surveying services for the City will be managed from our offices in Irvine, California. Stantec currently holds a City of Santa Ana business license (#173660).

## Our Staff

We have assembled a team of highly qualified professionals to achieve your project goals. Greg Sebourn, Principal-in-Charge/Project Manager, will be the City's point of contact, and Ray Mansur, QA-QC/Resource Manager, will be the backup lead in the unlikely event that Greg is unavailable. The Key Staff Expertise matrix shown on page 4 highlights each person's ability to accomplish the tasks in your Scope of Work. We have also considered each team member's time commitments and availability to perform their assigned tasks. Key staff résumés are provided in Appendix A and are sorted alphabetically by surname.

## We are Qualified and Committed to Your Task Order

Because of our experience with working with the City of Santa Ana, we are well aware of your scheduling needs. In addition to key staff, we have ample support staff with similar and supplementary expertise to meet peak workload requirements. (Please refer to our organizational chart on page 5.) Efficient coordination within our proposed team is facilitated by long-standing professional relationships within the team, and between the team and many key members of the city staff.

## Our Subconsultants

We selected two subconsultants based on their experience with the tasks in the scope of work and their availability to commit to this contract. Stantec will serve as the administrative liaison between the City and our subconsultants.



Cabrinha, Hearn & Associates (CHA), a professional surveying and mapping corporation, was founded in 1976. CHA has extensive experience in providing services on large-scale projects within Southern California, such as the

Crenshaw/LAX Extension, Purple Line Extension Section 1, several Caltrans on-call surveying contracts (as prime and subconsultant), California State University system (various campus sites), City of Pasadena on-call surveys, City of Santa Monica on-call surveys, Gold Line Eastside Extension Tunneling Project, and Pasadena Light Rail Project.

Our well-equipped and experienced personnel consistently deliver high-quality work on schedule and within budget, leading to their clients' full satisfaction. CHA will perform their work with in-house staff. Should the need arise for additional personnel, IUOE Local 12 provides additional labor resources.

CHA is a DBE/SBE/CBE/LBE/LSBE/SB Micro certified firm, and is registered with the California Department of Industrial Relations (1000021302).



GPSi continues a long tradition of providing high quality photogrammetric mapping and aerial imaging and LiDAR products and services. They provide service to public agencies and companies engaged in the design, construction, and management of public works, infrastructure systems, and the management of natural resources. GPSi has the manpower and equipment to accommodate time-critical and technically demanding projects, and they support the missions of their clientele with a broad range of geospatial technologies.

GPSi features next-generation geospatial solutions that encompass aerial image acquisition, photogrammetry, LiDAR, and Geographic Information Systems. They recognize that your task orders require mapping data rapidly, cost-effectively, and to required data standards.

The leadership team has a 27-year legacy of success in meeting and exceeding their clients' mission-critical needs that have rigorous standards and specifications. This is reflected in a high client retention rate and a legion of satisfied customers.

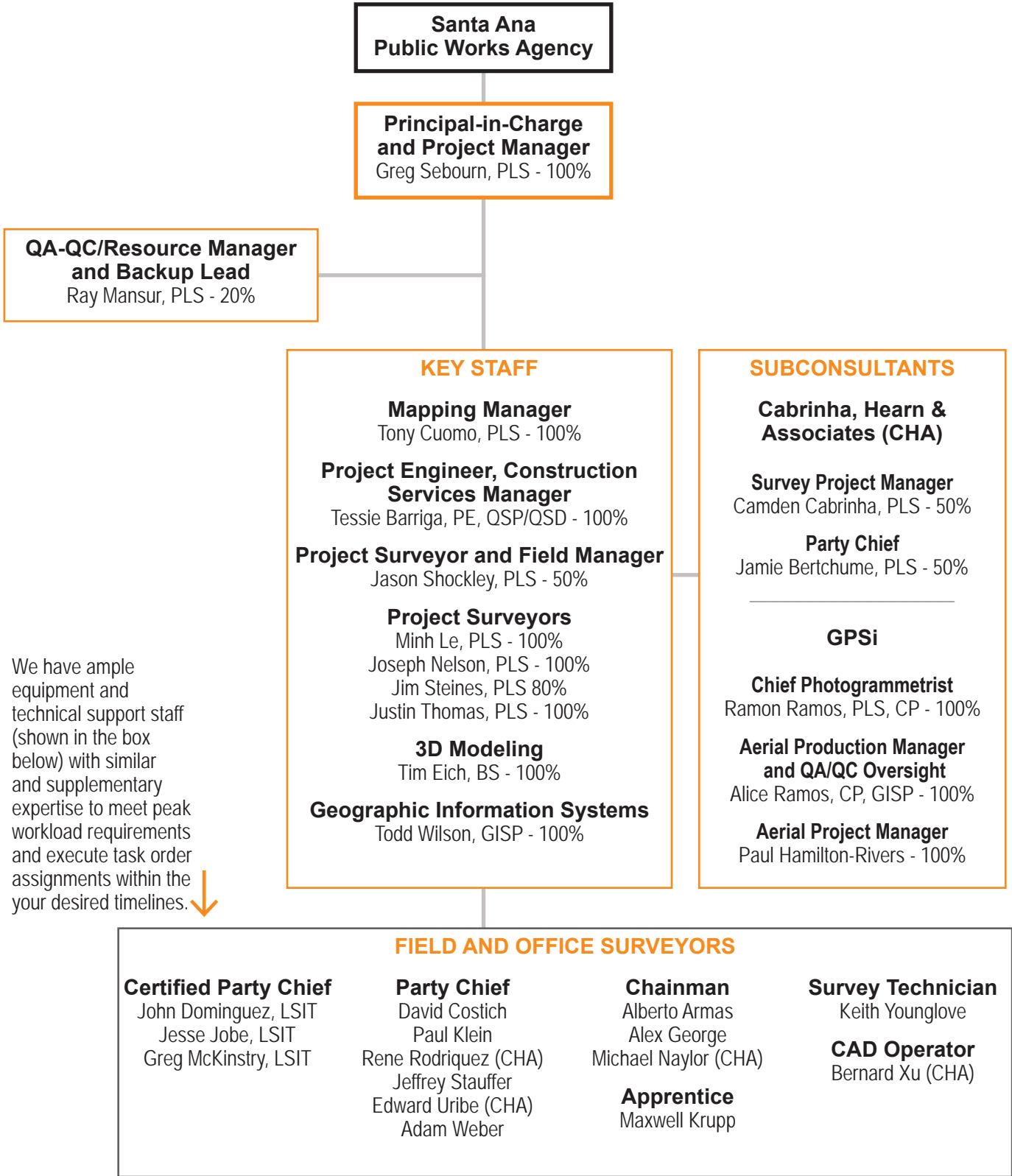
GPSi is a DBE/SBE/VSBE/WMBE/SB Micro certified firm and is registered with the Department of Industrial Relations (1000030845.)

# Key Staff Expertise Matrix

Team Member	Role	Availability for Task Order	Aerial Mapping	Boundary Surveys	Construction Staking	Horizontal and Vertical Control Networks	Legal Descriptions and Plats	Map Checking	Monument Preservation	Records of Survey	Subdivision Mapping	Topographic Surveys (Misc.)
<b>Stantec</b>												
Greg Sebourn, PLS	Principal-in-Charge and Project Manager	100%										
Ray Mansur, PLS	QA-QC/ Resource Manager and Backup Lead	20%										
Tessie Barriga, PE, QSP/QSD	Project Engineer, Construction Services Manager	100%										
Tony Cuomo, PLS	Mapping Manager	100%										
Tim Eich, BS	3D Modeling	100%										
Minh Le, PLS	Project Surveyor	100%										
Joseph Nelson, PLS	Project Surveyor	100%										
Jason Shockley, PLS	Project Surveyor and Field Manager	50%										
Jim Steines, PLS	Project Surveyor	80%										
Justin Thomas, PLS	Project Surveyor	100%										
Todd Wilson, GISP	Geographic Information Systems	100%										
<b>Cabrinha, Hearn &amp; Associates</b>												
Camden Cabrinha, PLS	Survey Project Manager	50%										
Jamie Bertchume, PLS	Party Chief	50%										
<b>GPSi</b>												
Ramon Ramos, PLS, CP	Chief Photogrammetrist	100%										
Alice Ramos, CP, GISP	Aerial Production Manager and QA/QC Oversight	100%										
Paul Hamilton-Rivers	Aerial Project Manager	100%										

# Staffing and Resources Management Organizational Chart

Our team structure provides effective direction, hands-on control, and comprehensive coordination. Team members were chosen based on their familiarity and experience working with you and local agencies, and their availability (indicated as percentages in the chart below and listed on page 3) to commit to this contract.





# Understanding of the City's Need

The City needs local, experienced State of California licensed professional land surveyors to perform specific land surveying services on an as-needed or "on-call" basis, or project basis for Capital Improvement Program (CIP) projects, and/or for projects under construction.

We understand that work consists of general land professional surveying services for public works projects and or projects related to City facilities. Since funding sources for each project may vary, we will assist the City through this contract to provide the necessary services.

Our team approach to your task order will be patterned after the successful approach we have refined on our prior survey contracts with other public agencies. As stated earlier, Greg Sebourn, Principal-in-Charge/Project Manager, will be the designated single point of contact for all primary communication. Greg will strive to maintain open and constant communication with City personnel to help ensure timely completion of all tasks.

Services may include the following:

- Preparing legal descriptions, plats and maps for subdividing property
- Researching existing County and City records for survey monuments within the project area
- Searching for property line monuments, street centerline monuments, and benchmarks
- Performing boundary line adjustments
- Preserving/perpetuating monuments in areas impacted by City projects
- Replacing lost or obliterated property corners
- Setting boundary markers or property corners
- Retracing boundaries for fences and other purposes
- Locating, relocating, establishing, reestablishing, or retracing property lines or boundaries of land parcels, rights-of-way, easements, or alignments of those lines or boundaries
- Preparing legal descriptions and information shown with the description of any deed or other title document
- Preparing Records of Survey
- Map checking services
- Construction services
- Miscellaneous services, including photogrammetric surveying, aerial topographic mapping, and aerial photography

Deliverables will vary from task to task, but a partial list would include, but not be limited to:

- Legal descriptions with accompanying plats
- Draft and final records of survey
- Draft and final corner records
- Map checking review, final approval letters, and redline map comments
- Topographic products including CAD Planimetry and surface files
- Photogrammetric mapping products, including CAD planimetry and surface files and digital color orthophotography files
- Relevant construction support including staking, cut sheets, as-built maps, monuments and control points, aerial photographs (digital orthophotography, etc.), and blue top surveying

## Interrelationship with City Personnel

Having provided on-call services for the city on previous contracts, we have solid working relationships with many City Key Staff, including Sean Thomas, Monica Suter, John Gonzales, Mindy Ly, Gilbert Castillo, Robert Aguirre, Elias Ehab, and David Ramirez. Our team of on-call survey consultants will work with City personnel and the other stakeholders to share information and resources to help ensure project consistency is maintained and that project milestones under this task order are met in a timely manner.

## Insurance (and other) Requirements

Our team is qualified to perform all tasks identified for your task orders. We will comply with all stated requirements, conform to insurance requirements, adhere to safety and accident prevention, and maintain the fee schedule.

# References

We are providing references for more than three public agencies in the Relevant Project Experience table on the next page. We have also provided a few references for our subconsultants at the end of the table

# Relevant Project Experience

Project Name and Location Stantec Consulting Services Inc.	Client	Project Status	Services Provided	Description of Project (Challenges and Solutions)	Reference	Task Order Team Members
Cabrillo Park Drive	City of Santa Ana	Completed 2018	Centerline alignment and right-of-way base mapping; legal descriptions	Challenge: legal descriptions were to encompass approximately 70 oddly configured sidewalk pop-outs behind tree wells Solution: worked with city project manager to develop an efficient geometry that significantly lowered the legal description costs	Monica Suter, PE, TE, PTOE City Of Santa Ana - Public Works Design Engineering (714) 647-5645 msuter@santa-ana.org	Tony Cuomo
Nutwood/Yale Area Infrastructure Improvements	City of Fullerton Public Works	Completed (pending county approval of 32 pre-construction corner records)	Centerline alignment and right-of-way base mapping; right-of-way to right-of-way design-grade site topography (approx. 8,500'); utility poleholing; pre-construction corner records	No significant challenges were encountered	David Grantham, PE City of Fullerton Public Works - Engineering (714) 738-6853 dgrantham@cityoffullerton.com	Greg Sebourm, Tony Cuomo, Jeff Stauffer, John Dominguez, Joe Nelson, Tim Eich, Sue Harris
Brookhurst Road and Orangefhorpe Avenue Pavement Rehabilitation Projects	City of Fullerton Public Works	Ongoing	Centerline alignment and right-of-way Base mapping; aerial topographic mapping (approx. 7,700'); pre-construction corner records	No significant challenges were encountered	David Grantham, PE City of Fullerton Public Works - Engineering (714) 738-6853 dgrantham@cityoffullerton.com	Greg Sebourm, Tony Cuomo, John Dominguez, Joe Nelson, Tim Eich, Sue Harris, GPSI (subconsultant)
Leticia Drive and La Plata Storm Drain Projects (Hacienda Heights)	Los Angeles County Department of Public Works	Ongoing	Geodetic control; centerline alignment and right-of-way base mapping; right-of-way to right-of-way design-grade site topography (approx. 43,000'); record of survey; pre-construction corner records	Challenge: LADPW requires that all topographic surveying be processed through Carlson Survey software Solution: Stantec purchased necessary software, trained with county personnel, and became proficient with the new software	Mark Wittig, PLS Survey Supervisor I, FC Los Angeles County DPW (626) 458-5144 mwittig@dpw.lacounty.gov	Greg Sebourm, Tony Cuomo, Jeff Stauffer, John Dominguez, Jamie Berchume (CHA), Joseph Nelson, Tim Eich
Monument Preservation (CC-1567 Zone 1 Residential Overlay) Project	City of Huntington Beach, Public Works	Ongoing	Design and construction related services; conducted field survey to locate and/or establish centerline monuments and their accessories; prepared pre- and post-construction corner records; worked with private and public personnel	Challenge: project includes 250 monuments located in the center of residential streets and are scheduled to be disturbed or destroyed by pavement rehabilitation efforts Solution: recovered monuments and tied them out to at least four lagged lies. (In cases where monuments or ties were missing, new monuments and/or ties were set.)	Joe Derleth City Surveyor City of Huntington Beach (714) 536-5431 jderleth@surfcity-hb.org	Joseph Nelson, Tessie Barriga, Jason Shockley, Tim Eich, Alberto Armas, Alex George
On-Call Land Surveying and Mapping Services for Orange County Sanitation District	Orange County Sanitation District	Completed 2019	Construction staking, corner records, monitoring surveys, site control, boundary surveys, aerial topography, map research, base maps, right-of-way documents	No significant challenges were encountered	William (Bill) Gilbert Construction Inspection Supervisor Orange County Sanitation District (714) 593-7844 bgilbert@ocsd.com	Jim Stehnes, Ray Mansur, Jason Shockley
Mira Loma Women's Detention Center	Los Angeles County Department of Public Works, Project Management Division	Original Contract 2014; Current work June 2017-ongoing.	Surface utility surveying and encumbrance mapping, legal descriptions and plats	Challenges: secure facility in Lancaster, somewhat remote; Los Angeles County Department of Public Works is client to California Department of General Services Solutions: developed a right-size budget to allow for scope revisions; clear and timely communication, worked with client to resolve compelling interests	Alicia Ramos Senior Capital Projects Manager Project Management Division II (626) 314-1245 aramos@dpw.lacounty.gov	Greg Sebourm, Ray Mansur, Tessie Barriga, Joseph Nelson, Tim Eich, Jason Shockley
Old River Leeds Road	Los Angeles County Department of Public Works, Project Management Division	Completed 9/2017	Topo surveying and control for traffic improvements	No significant challenges were encountered	Yugal Lall Senior Capital Projects Manager Project Management Division II (626) 476-2837 yall@dpw.lacounty.gov	Greg Sebourm, Ray Mansur, Tessie Barriga, Joseph Nelson, Tim Eich, Jason Shockley

Project Name and Location	Client	Project Status	Services Provided	Description of Project (Challenges and Solutions)	Reference	Task Order Team Members
<b>Stantec Consulting Services Inc.</b>						
Rancho Los Amigos National Rehabilitation Center Utility and Tunnel Survey	Los Angeles County Department of Public Works, Project Management Division	Ongoing	Topo mapping of utilities and tunnels	<b>Challenges:</b> confined space for surveying, safety <b>Solutions:</b> adhered to all safe work practices, clear communication with Los Angeles County Department of Public Works	Yugal Lall Senior Capital Projects Manager, Project Management Division II (626) 476-2837 ylall@dpw.lacounty.gov	Greg Sebourg, Ray Mansur, Tessie Barriga, Joseph Nelson, Tim Eich, Jason Shockley
South Whittier Outfall	Sanitation Districts of Los Angeles County	Completed 12/2017	Aerial control, topo survey and mapping, manhole surveys, and right-of-way mapping	<b>Challenges:</b> schedule was critical <b>Solutions:</b> well-organized scope with closely managed staff delivered the project within the critical schedule	Michael Tatalovich, Section Head, Sewer Design Section (562) 908-4288 mtatalovich@lacsds.org Robert Gardner, Supervising Designer, Sewer Design Section (562) 908-4288 ext 1615 rgardner@lacsds.org	Greg Sebourg, Ray Mansur, Tessie Barriga, Joseph Nelson, Tim Eich, Jason Shockley
Green Lane Pump Station	Sanitation Districts of Los Angeles County	Completed 8/2017	Aerial control, topo survey and mapping, manhole surveys, and right-of-way mapping	<b>Challenges:</b> schedule was critical <b>Solutions:</b> well-organized scope with closely managed staff delivered the project within the critical schedule	Michael Tatalovich, Section Head, Sewer Design Section (562) 908-4288 mtatalovich@lacsds.org Robert Gardner, Supervising Designer, Sewer Design Section (562) 908-4288 ext 1615 rgardner@lacsds.org	Greg Sebourg, Ray Mansur, Tessie Barriga, Joseph Nelson, Tim Eich, Jason Shockley
<b>Cabrinha Hearn &amp; Associates Experience</b>						
Westside Extension, Segment 1 Los Angeles, CA	WEST JV/METRO	10/2013 - Ongoing	Horizontal and vertical project control verification and densification survey; exploratory shaft site monitoring; as-built surveys and mapping; advanced utility relocation layout and construction staking; utility plan verifications; monument preservation/restoration; topographic design/as-built mapping; and western station track alignment and platform as-built	<b>Challenges:</b> heavy rail, 9-mile subway extension project under construction; tunneling under heavily populated areas <b>Solutions:</b> as-built mapping provided to accommodate utilities relocation often with less than an 8-hour request window to enable the design/build team to accurately locate utilities for station box/decking design and placement	Joe DeMello LA Metro Director, Construction Management Westside Extension (323) 900-2112 demello@metro.net	Camden Cabrinha, Jamie Bertchume, Edward Uribe, Rene Rodriguez, Bernard Xu
<b>GPSi Experience</b>						
LADWP 230 KV Scattergood Plan and Profile Los Angeles, CA	Los Angeles Department of Water and Power (LADWP)/Stantec	2/2016 - 3/2016	As subconsultant, provided: photogrammetric mapping 1"=40'; 1-foot contours, orthos	<b>Challenges:</b> LAX is one of the busiest airports in the world with difficult low altitude flying directly in the AP take off zone <b>Solution:</b> aerial survey and photogrammetric mapping 1"=40' w/ 1" CI, 11 linear miles; flight coordination with air traffic control	Tessie Barriga PE Stantec (949) 923-6946 tessie.barriga@stantec.com	Ramon Ramos, Maria Alice Ramos, Paul Hamilton-Rivers
Sediment Augmentation Project Seal Beach CA	Fish & Wildlife Services	4/2016 - 5/2016	As prime, provided: photogrammetric mapping 1"=20'; 0.5-foot contours, 4-band orthos	<b>Challenge:</b> revitalization and preservation of the Seal Beach wetlands requiring coordination with multiple Federal agencies, such as USGS and Fish & Wildlife Services <b>Solution:</b> aerial survey and photogrammetric mapping 1"=20' w/ 0.5' CI; collecting point data using SGM methods whilst still achieving a very high accuracy set of mapping deliverables along with four-band digital orthophotography	Kirk Gilligan, Refuge Manager Fish & Wildlife Services (909) 982-4601 kirk_gilligan@fws.gov	Ramon Ramos, Maria Alice Ramos, Paul Hamilton-Rivers

# Scope of Services and Schedule

## Project Approach Outline

Our proven project approach procedure highlighted below can and will be modified to accommodate the specific tasks under the City's contract.

### Notice to Proceed

As Principal-in-Charge/Project Manager, Greg Sebourn, PLS, will coordinate with the City and our team to review the task order scope of services, safety requirements, and estimated fees to accomplish the specific task. Alternative survey methods will be considered; and task-specific responsibilities will be assigned to specific team members, as deemed applicable, by meeting in advance with City personnel.

### Research and Field Preparation

Our Mapping Manager, Tony Cuomo, will work with City personnel to obtain copies of maps, plans, as-builts, CAD files, and other records needed for each specific task. Our team will use the research above to develop a survey crew package consisting of the project safety plan, the scope of services outline (field requests); entry permits and access instructions; control diagrams and coordinate files; existing monuments and record information; construction calculations; and/or alignments specific to the given survey task.

### Field Survey

Our team members have several years of experience working in heavy construction zones, high traffic areas, and confined spaces. With state-of-the-art conventional total stations, GPS receivers, digital levels, Unmanned Aerial Systems (UAS), and laser scanners, we confirm that the right tool is used for the right job.

When construction support is required, our team includes licensed California professional land surveyors, professional engineers, and certified party chiefs to supervise the construction staking, as-builts, and QA/QC required.

All Stantec survey parties are fully equipped to tackle any construction staking necessary and can be deployed within 48 hours of a field survey request.

## Data Reduction and Base-Mapping

Our team interprets field measurements through the use of digital field notes, uses a "field-to-finish" method of data collection, and can provide deliverables in "Microstation" (or Civil3D) format as deemed appropriate by the City.

Our team's experience in construction staking services and our professional land surveyors are on staff to supervise the preparation of mapping exhibits and construction staking.

## Map Checking

Stantec is one of very few Orange County firms that can claim to have extensive experience with subdivision map, record of survey, and legal description map checking. Greg Sebourn and Tony Cuomo have developed expertise with the elements involved in clearing the map check process through years of experience at previous engagements. Tony has reviewed literally hundreds of maps and legal descriptions for compliance with professional standards of practice, agency standards and ordinances, and State law. He was a contributory author for sections of the City of Irvine Subdivision Manual. We maintain a high level of professional involvement with cities, counties, and agencies, together with local and statewide professional organizations that track changes in the law that govern the subdivision process. Several of us have served or are currently officers in these organizations, including participation in Professional Practice Committees that act as an oversight group to ensure the utmost in ethics, professional conduct, and standard of care in the local survey community.

## Quality Assurance and Quality Control of Deliverables

To help ensure the accuracy and completeness of project documents and deliverables for each task, in-house QA/QC reviews will be conducted by the QA/QC manager or field survey manager as appropriate for the task. Our team's commitment to excellence is evidenced by the quality of the work that we do.



## Resource Management Plan

We are committed to providing qualified and experienced staff for this effort. We have staff in offices throughout southern California who are excited for the opportunity to provide their support to Santa Ana. We anticipate an experienced team of qualified professionals to have substantial availability immediately.

Our key individuals' (principal-in-charge, project managers, project surveyors, photogrammetrists) committed availability averages 85%.

For this on-call contract, we have identified a dozen highly qualified, licensed technical experts. We have appointed Ray Mansur, PLS, as the resource manager to help ensure sufficient staff resources continue to remain available for the duration of the contract. Ray serves as Stantec's US West discipline leader for land surveying, and he manages technical teams totaling more than 100 across the Western US. Our Southern California staff includes more than 60 experienced surveying professionals.

Additionally, we provide aerial mapping services with our own equipment and staff, as well as through our DBE partner GPSi. GPSi has committed 100 percent of their availability for the duration of the contract.

## Fee Proposal

Our fee proposals and Caltrans forms are provided under separate cover as requested.

## Certificates

Stantec's signed certificates are provided in Appendix B.



# Appendix B

## Certificates

**Appendix**  
**ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT**  
**CERTIFICATIONS**

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

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

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

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

Signed \_\_\_\_\_

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of October, 2019, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Seal



**CALIFORNIA JURAT WITH AFFIANT STATEMENT****GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1-6 below)  
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

*(A diagonal line is drawn across this section, indicating it is to be crossed out.)*

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me

on this 21<sup>st</sup> day of October, 2019,  
by Date Month Year(1) Grgory Schoun

(and (2) \_\_\_\_\_),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.Signature Linda M. Phillips

Signature of Notary Public

Seal  
Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**Title or Type of Document: Non-Collusion Affidavit Document Date: —Number of Pages: 1 Signer(s) Other Than Named Above: none

**Appendix**  
**ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION**  
**CERTIFICATIONS**

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

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

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

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

Firm Stantec Consulting Services Inc.

Signed and Printed Name: 

Title Principal-In-Charge & Contract Manager

Date 10/18/2019

**Appendix**  
**ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION**  
**CERTIFICATIONS**

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

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

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

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

Signed:   
Title: Principal-In-Charge & Contract Manager  
Firm: Stantec Consulting Services Inc.  
Date: 10/18/2019



Design with community in mind

## **EXHIBIT C**

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3  
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)  
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Stanlec Consulting Services Inc.

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Participation Amount \$ 950,000 Date 12/28/2023

For Combined Rate	Fringe Benefit % + General & Administrative %	=	Combined ICR%
OR			
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%
Fee			%

BILLING INFORMATION					CALCULATION INFORMATION			
Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate <sup>4</sup>	% or \$ Increase	Hourly Range - for Classifications Only
John Doe – Project Manager * Civil Engineer II	Straight <sup>3</sup>	OT(1.5x)	OT(2x)	From	To	\$0.00	0.0%	Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016			
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017			
Sue Jones – Construction Engineer/Inspector Engineer I	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00	0.0%	Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017			
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018			
Buddy Black – Claims Engineer Engineer III	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00	0.0%	Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017			
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018			
Land Surveyor **	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017			
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018			
Technician	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017			
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018			

(Add pages as necessary)



NOTES:

- 1. Key personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- 2. The cost proposal format shall not be amended.
- 3. Billing rate = actual hourly rate \* (1 + ICR) \* (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
- 4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)  
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Stantec Consulting Services Inc.

☒ Prime Consultant ☐ Subconsultant

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date 2/28/2023

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$
Vehicle			\$	\$
Subconsultant 1: Geospatial Professional Solutions, Inc. (GPSI)				\$ 20000
Subconsultant 2: Cabrinha, Hearn, and Associates				\$ 75000
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Add additional pages if necessary.

NOTES:

- 1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- 2. Proposed ODC items should be consistently billed regardless of client and contract type.
- 3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- 4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- 5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- 6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

## EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3


**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

**Prime Consultant or Subconsultant Certifying:**

Name: Gregory C. Sebourn, PLS Title \*: Principal-In-Charge, Contract Manager  
 Signature:  Date of Certification (mm/dd/yyyy): 2/28/2023  
 Email: Greg.Sebourn@stantec.com Phone Number: 949-351-8057  
 Address: 38 Technology Dr., Ste 200, Irvine CA 92618

\* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

As-Needed Land Surveying and Mapping Services

Cost Proposal

Sample On-Call Land and Surveying Services

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed  
Consultant or Subconsultant

<b>Stantec Consulting Service Inc.</b>	Contract No. _____	Date <b>2023-2025</b>
--	--------------------	-----------------------

Fringe Benefit %	+	Overhead %	+	General Administration %	=	Combined Indirect Cost Rate (ICR) %
<b>Included</b>	+	<b>165.248%</b>	+	<b>Included</b>		<b>165.248%</b>
						FEE % = 12.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>		OT(2x)	Effective date of hourly rate		Actual or Avg. hourly rate <sup>3</sup>	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)		From	To			
PIC/Contract Manager	\$342.47	N/A	N/A	1/1/2023	12/31/2023	\$115.28	0	<b>\$110-\$120</b>
	\$352.75	N/A	N/A	1/1/2024	12/31/2024	\$118.74	3.00%	
	\$363.33	N/A	N/A	1/1/2025	12/31/2025	\$122.30	3.00%	
Senior Surveyor	\$261.55	N/A	N/A	1/1/2023	12/31/2023	\$88.04	0	<b>\$85-\$95</b>
	\$269.39	N/A	N/A	1/1/2024	12/31/2024	\$90.68	3.00%	
	\$277.48	N/A	N/A	1/1/2025	12/31/2025	\$93.40	3.00%	
Project Surveyor / Sr. Survey Technician	\$214.19	\$321.29	\$428.39	1/1/2023	12/31/2023	\$72.10	0	<b>\$70-\$80</b>
	\$220.62	\$330.93	\$441.24	1/1/2024	12/31/2024	\$74.26	3.00%	
	\$227.24	\$340.86	\$454.47	1/1/2025	12/31/2025	\$76.49	3.00%	
Survey/CAD Technician	\$153.80	\$230.70	\$307.59	1/1/2023	12/31/2023	\$51.77	0	<b>\$50-\$60</b>
	\$158.41	\$237.62	\$316.82	1/1/2024	12/31/2024	\$53.32	3.00%	
	\$163.16	\$244.75	\$326.33	1/1/2025	12/31/2025	\$54.92	3.00%	
Project Coordinator	\$136.09	\$204.14	\$272.18	1/1/2023	12/31/2023	\$45.81	0	<b>\$40-\$50</b>
	\$140.17	\$210.26	\$280.35	1/1/2024	12/31/2024	\$47.18	3.00%	
	\$144.38	\$216.57	\$288.76	1/1/2025	12/31/2025	\$48.60	3.00%	

Notes:

1. Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principals. Subconsultants will provide their own cost proposals.
2. the cost proposal format shall not be amended.
3. Billing rate = actual hourly rate \* (1+ICR) \* (1+Fee). Indirect costs rates should be based on the consultant's annual accounting period, established by a cognizant agency by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification

Cost Proposal

Sample On-Call Land Surveying Services

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed  
Consultant or Subconsultant

<b>Stantec Consulting Service Inc.</b>	Contract No. _____	Date <b>2023-2025</b>
--	--------------------	-----------------------

Fringe Benefit %	+	Overhead %	+	General Administration %	=	Combined Indirect Cost Rate (ICR) %
<b>Included</b>		<b>165.248%</b>	+	<b>Included</b>		<b>121.670%</b>
						FEE % = 12.00%

BILLING INFORMATION				CALCULATION INFORMATION					
Name/Job Title/Classification <sup>1</sup>	Straight	Hourly Billing Rates <sup>2</sup>		OT(2x)	Effective date of hourly rate		Actual or Avg. hourly rate <sup>3</sup>	% or \$ increase	Hourly range - for classifications only
		OT(1.5x)			From	To			
PLS Party Chief*	\$184.37	\$276.55		\$368.73	1/1/2023	12/31/2023	\$74.26	0	N/A Local 12 Rate
	\$189.90	\$284.84		\$379.79	1/1/2024	12/31/2024	\$76.49	3.00%	
	\$195.59	\$293.39		\$391.19	1/1/2025	12/31/2025	\$78.78	3.00%	
Certified Party Chief*	\$175.18	\$262.77		\$350.36	1/1/2023	12/31/2023	\$70.56	0	N/A Local 12 Rate
	\$180.43	\$270.65		\$360.87	1/1/2024	12/31/2024	\$72.68	3.00%	
	\$185.85	\$278.77		\$371.70	1/1/2025	12/31/2025	\$74.86	3.00%	
Party Chief*	\$170.09	\$255.14		\$340.18	1/1/2023	12/31/2023	\$68.51	0	N/A Local 12 Rate
	\$175.19	\$262.79		\$350.39	1/1/2024	12/31/2024	\$70.57	3.00%	
	\$180.45	\$270.67		\$360.90	1/1/2025	12/31/2025	\$72.68	3.00%	
Chainman*	\$151.52	\$227.28		\$303.04	1/1/2023	12/31/2023	\$61.03	0	N/A Local 12 Rate
	\$156.07	\$234.10		\$312.13	1/1/2024	12/31/2024	\$62.86	3.00%	
	\$160.75	\$241.12		\$321.49	1/1/2025	12/31/2025	\$64.75	3.00%	
Survey Apprentice G*	\$107.80	\$161.70		\$215.60	1/1/2023	12/31/2023	\$43.42	0	N/A Local 12 Rate
	\$111.03	\$166.55		\$222.07	1/1/2024	12/31/2024	\$44.72	3.00%	
	\$114.36	\$171.55		\$228.73	1/1/2025	12/31/2025	\$46.06	3.00%	
Survey Apprentice C*	\$80.86	\$121.29		\$161.72	1/1/2023	12/31/2023	\$32.57	0	N/A Local 12 Rate
	\$83.29	\$124.93		\$166.58	1/1/2024	12/31/2024	\$33.55	3.00%	
	\$85.79	\$128.68		\$171.57	1/1/2025	12/31/2025	\$34.55	3.00%	

Notes:

1. Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principals. Subconsultants will provide their own cost proposals.
2. the cost proposal format shall not be amended.
3. Billing rate = actual hourly rate \* (1+ICR) \* (1+Fee). Indirect costs rates should be based on the consultant's annual accounting period, established by a cognizant agency by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification

**EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT**

1. Local Agency: City of Santa Ana 2. Contract DBE Goal: 10%  
 3. Project Description: On-Call Land Surveying  
 4. Project Location: City of Santa Ana  
 5. Consultant's Name: Stantec Consulting Services 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$950,000  
 8. Total Dollar Amount for **ALL** Subconsultants: \$ 95,000.00 9. Total Number of **ALL** Subconsultants: 2

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount			
Aerial Mapping	CUCP# 9JS00049 WMBE	GPSI, Ramon Ramos 949.459.3047 RBRamos@gpsi-corp.com, 3151 Alvarado Avenue, #202 Costa Mesa, CA	\$ 20,000.00			
Land Surveying	CUCP# 21761	Cabrnh Hearn & Associates, Camden Canbrinha, 626-826-4055, 3814 E. Colorado Blvd. #104 Redwood, CA	\$ 75,000.00			
<b>Local Agency to Complete this Section</b>						
20. Local Agency Contract Number: <u>Emy Frankston 714-647-5042</u>	<b>14. TOTAL CLAIMED DBE PARTICIPATION</b>		\$95000			
21. Federal-Aid Project Number: _____			10.00%			
22. Contract Execution Date: _____	<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p> <div style="display: flex; justify-content: space-between;"> <div> <p>23. Local Agency Representative's Signature _____</p> <p>25. Local Agency Representative's Name _____</p> <p>27. Local Agency Representative's Title _____</p> </div> <div> <p>24. Date _____</p> <p>26. Phone _____</p> </div> </div>					
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.						
<p>15. Preparer's Signature <u>Gregory C. Sebourn</u></p> <p>17. Preparer's Name <u>Gregory C. Sebourn, PLS</u></p> <p>19. Preparer's Title <u>PIC / Contract Manager</u></p>						
<p>16. Date <u>2/27/2023</u></p> <p>18. Phone _____</p>						

**DISTRIBUTION:** 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



**INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT****CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

**LOCAL AGENCY SECTION**

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.



**EXHIBIT 10-H2 COST PROPOSAL** Page 1 of 3  
 SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)  
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Cabrinha, Hearn & Associates ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier

Project No.                      Contract No.                      Participation Amount \$:                      Date 2/10/2023

For Combined Rate	Fringe Benefit % + General & Administrative % 75.19                      52.27	=	Combined ICR% 127.46
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%
		Fee	12%

**BILLING INFORMATION**

**CALCULATION INFORMATION**

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>		Effective Date of Hourly Rate		Actual or Avg. Hourly Rate <sup>4</sup>	% or \$ Increase	Hourly Range Classifications Only
	Straight <sup>3</sup>	OT (1.5x)	From	To			
Camden Cabrinha, PLS - Survey Project Manager*/ PLS Party Chief**	\$185.97	\$278.96	10/1/2022	9/30/2023	\$73.00	0.0%	N/A
	\$191.55	\$287.33	10/1/2023	9/30/2024	\$75.19	3.0%	
	\$197.30	\$295.95	10/1/2024	12/31/2024	\$77.45	3.0%	
Jamie Bertchume - PLS Party Chief* / Party Chief**	\$170.69	\$256.03	10/1/2022	9/30/2023	\$67.00	0.0%	N/A
	\$175.81	\$263.71	10/1/2023	9/30/2024	\$69.01	3.0%	
	\$181.08	\$271.62	10/1/2024	12/31/2024	\$71.08	3.0%	
Party Chief**	\$151.60	\$227.41	10/1/2022	9/30/2023	\$59.51	0.0%	N/A
	\$156.15	\$234.23	10/1/2023	9/30/2024	\$61.30	3.0%	
	\$160.84	\$241.26	10/1/2024	12/31/2024	\$63.13	3.0%	
Instrumentman**	\$139.76	\$209.64	10/1/2022	9/30/2023	\$54.86	0.0%	N/A
	\$143.95	\$215.93	10/1/2023	9/30/2024	\$56.51	3.0%	
	\$148.27	\$222.41	10/1/2024	12/31/2024	\$58.20	3.0%	
Chainman**	\$138.28	\$207.42	10/1/2022	9/30/2023	\$54.28	0.0%	N/A
	\$142.43	\$213.64	10/1/2023	9/30/2024	\$55.91	3.0%	
	\$146.70	\$220.05	10/1/2024	12/31/2024	\$57.59	3.0%	
Chainman Apprentice A - G**	\$110.61	\$165.92	10/1/2022	9/30/2023	\$43.42	0.0%	\$24.43 - \$43.42
	\$113.93	\$170.90	10/1/2023	9/30/2024	\$44.72	3.0%	
	\$117.35	\$176.03	10/1/2024	12/31/2024	\$46.06	3.0%	
CAD Operator	\$109.80	\$164.70	10/1/2022	9/30/2023	\$43.10	0.0%	\$43.10 - \$53.10
	\$113.09	\$169.64	10/1/2023	9/30/2024	\$44.39	3.0%	
	\$116.49	\$174.73	10/1/2024	12/31/2024	\$45.72	3.0%	

NOTES:

1. The OH rate of 127.46% is the PPP Forgiveness Indirect Cost Rate. Once the forgiveness loan amount is recovered, the non-PPP Forgiveness Indirect Cost Rate will be 154.38%. Cabrinha, Hearn & Associates will track the use of the forgiveness amount and the reduced rate will be applied until the credit is recovered fully subject to the maximum time period of limitation of Part 172.11 of title 23 of the Code of Federal Regulations.
2. Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
3. The cost proposal format shall not be amended.
4. Billing rate = actual hourly rate \* (1+ ICR) \* (1+ Fee). Indirect cost rates should be based on the consultant's annual accounting period, established by a cognizant agency by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
5. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

**EXHIBIT 10-H2 COST PROPOSAL** Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)  
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant

Cabrinha, Hearn & Associates

☐ Prime Consultant

☒ Subconsultant

Project No. \_\_\_\_\_

Contract No. \_\_\_\_\_

Date 2/10/2023

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$
Vehicle			\$	\$
Subconsultant 1:			\$	\$
Subconsultant 2:			\$	\$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

3. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals




**EXHIBIT 10-H2 COST PROPOSAL** Page 3 of 3**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

**Prime Consultant or Subconsultant Certifying:**

Name: Camden C. Cabrinha Title \*: President  
Signature :  Date of Certification (mm/dd/yyyy): 02/10/2023  
Email: camden@cabrinhahearn.com Phone Number: (626) 795-6926  
Address: 1232 Monte Vista Ave., #3, Upland, CA 91786

\* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Land Surveying Services

**EXHIBIT 10-H2 COST PROPOSAL**    **Page 1 of 4**  
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)  
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant

Geospatial Professional Solutions, Inc. (GPSi)

☐ Prime Consultant

☒ Subconsultant

Project No.

RFP 19-090      Contract No. \_\_\_\_\_

Participation Amount \$: TBD      Date Feb.10, 2023

For Combined Rate	Fringe Benefit % + General & Administrative %	=	26.37% + 150.94%	=	177.31%	Combined ICR%
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For Home Office Rate	Fringe Benefit % + General & Administrative %	=				Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=				Field Office ICR%

	Fee	=	10.00%
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**BILLING INFORMATION**

**CALCULATION INFORMATION**

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>		Effective Date of Hourly Rate		Actual or Avg. Hourly Rate <sup>4</sup>		% or \$ Increase	Hourly Range Classifications Only
	Straight <sup>3</sup>	OT (1.5x)	OT (2x)	From	To	Hourly Rate <sup>4</sup>		
Project Manager*	\$293.30	exempt	exempt	4/4/2023	4/4/2026	\$96.15	2.5%	
Photogrammetrist**	\$150.08	\$225.12	\$300.16	4/4/2023	4/4/2026	\$49.20	2.5%	
Lidar Specialist**	\$142.42	\$213.64	\$284.85	4/4/2023	4/4/2026	\$46.69	2.5%	
Photogrammetric Technician**	\$114.27	\$171.40	\$228.54	4/4/2023	4/4/2026	\$37.46	2.5%	
CAD/GIS Specialist**	\$112.87	\$118.51	\$225.73	4/4/2023	4/4/2026	\$37.00	2.5%	
Administrative/Clerical**	\$74.22	\$77.93	\$148.43	4/4/2023	4/4/2026	\$24.33	2.5%	

NOTES:

- 1. Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*).All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- 2. The cost proposal format shall not be amended.
- 3. Billing rate = actual hourly rate \* (1+ ICR) \* (1+ Fee). Indirect cost rates should be based on the consultant’s annual accounting period, established by a cognizant agency by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
- 4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 4

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)  
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant

Geospatial Professional Solutions, Inc. (GPSi)

☐ Prime Consultant

☒ Subconsultant

Project No.

RFP 19-090

Contract No.

Date Feb. 10, 2023

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of item	Quantity	Unit	Unit Cost	Total
Ultracam Falcon Prime Digital Photogrammetric Camera (hourly)			\$ 2,100.00	\$
Riegl Lidar Sensor LMS-Q780 (hourly)			\$ 2,750.00	\$
Aircraft - Cessna Turbo 206H \$1,500 (hourly)			\$ 1,500.00	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

Note: Add additional pages if necessary.

NOTES:

- 1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- 2. Proposed ODC items should be consistently billed regardless of client and contract type.
- 3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- 4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).



- tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
  7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
  8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
  9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
  10. Add additional pages if necessary.
  11. Subconsultants must provide their own cost proposals

## EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

**Prime Consultant or Subconsultant Certifying:**

Name: Ramon B. Ramos Title \*: Exec. VP, Principal

Signature : Ramon Ramos Digitally signed by Ramon Ramos  
DN: cn=Ramon Ramos, o=GPSI, ou,  
email=rbramos@gpsi-corp.com, c=US  
Date: 2023.02.10 11:45:29 -08'00' Date of Certification (mm/dd/yyyy): Feb.10, 2023

Email: rbramos@gpsi-corp.com Phone Number: 949-459-3047

Address: 3151 Airway Ave., Suite G2, Costa Mesa, CA 92626

\* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

aerial photography, aerial mapping, Lidar mapping, photogrammetric stereo compilation, CAD services, orthophoto production