

AGREEMENT WITH STANTEC CONSULTING SERVICES, INC., TO PROVIDE ON-CALL PROFESSIONAL LAND SURVEYING SERVICES FOR THE CITY OF SANTA ANA

THIS AGREEMENT is made and entered into on 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 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

On an on-call basis, and at the City’s sole discretion, 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. COMPENSATION

- 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 **Exhibit B**. Consultant is one of three (3) consultants selected to provide services on an on-call basis under RFP 19-090. The total compensation for these services provided by all such consultants selected under RFP 19-090 shall not exceed the shared aggregate amount of One Million, Five Hundred Thousand Dollars and Zero Cents (**\$1,500,000**) during the term of the Agreement, including any extension periods.

- b. Payment by City shall be made within 45 days (forty-five) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures.
- c. Payment need not be made for work that fails to meet the standards of performance set forth in the Recitals that may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on May 1, 2026, unless terminated earlier in accordance with Section 16, 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.

4. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

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

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the

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

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

a. Minimum Scope and Limit of Insurance

- (1) **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.
- (2) **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- (3) **Workers' Compensation:** 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.
- (4) **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with a limit of no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.
- (5) **Broader Coverage:** if the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City 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 City.

b. Other Insurance Provisions

- (1) **Additional Insured Status:** The City, 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 if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

- (2) **Primary Coverage:** For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- (3) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- (4) **Waiver of Subrogation:** Consultant hereby grants to City a waiver of any right to subrogation that any insurer of said Consultant may acquire against the City 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 City has received a waiver of subrogation endorsement from the insurer.
- (5) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the City. The City 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 City.
- (6) **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 City.
- (7) **Claims Made Policies:** If any of the required policies provide claims-made coverage:
 - i. The retroactive date must be shown, and must be before the date of the contract or 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 contract 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 “extending reporting” coverage for a minimum of **five (5) years** after completion of work.

- (8) **Verification of Coverage:** Consultant shall furnish the City 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 City 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 City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- (9) **Subcontractors:** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors.

- (10) **Special Risks or Circumstances:** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. INDEMNIFICATION

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

9. INTELLECTUAL PROPERTY INDEMNIFICATION

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

10. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

11. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or

military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

14. EXCLUSIVITY AND AMENDMENT

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

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services that are the subject to this Agreement performed by City personnel or by other contractors retained by City.

16. TERMINATION

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

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

17. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving

the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. JURISDICTION - VENUE

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

19. PROFESSIONAL LICENSES

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

20. MISCELLANEOUS PROVISIONS

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

21. NOTICE

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

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988

Fax: 714- 647-6956

With courtesy copies to:

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

To Consultant:

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 time frames, weekends, federal, state, County or City holidays shall be excluded.

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

ATTEST:

CITY OF SANTA ANA

Jennifer L. Hall
City Clerk

Kristine Ridge
City Manager

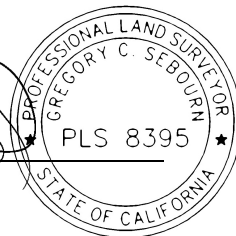
APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

By: _____
Brandon Salvatierra
Deputy City Attorney

CONSULTANT:

Greg Seboum
Principal-in-Charge



[signatures continued on next page]

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.

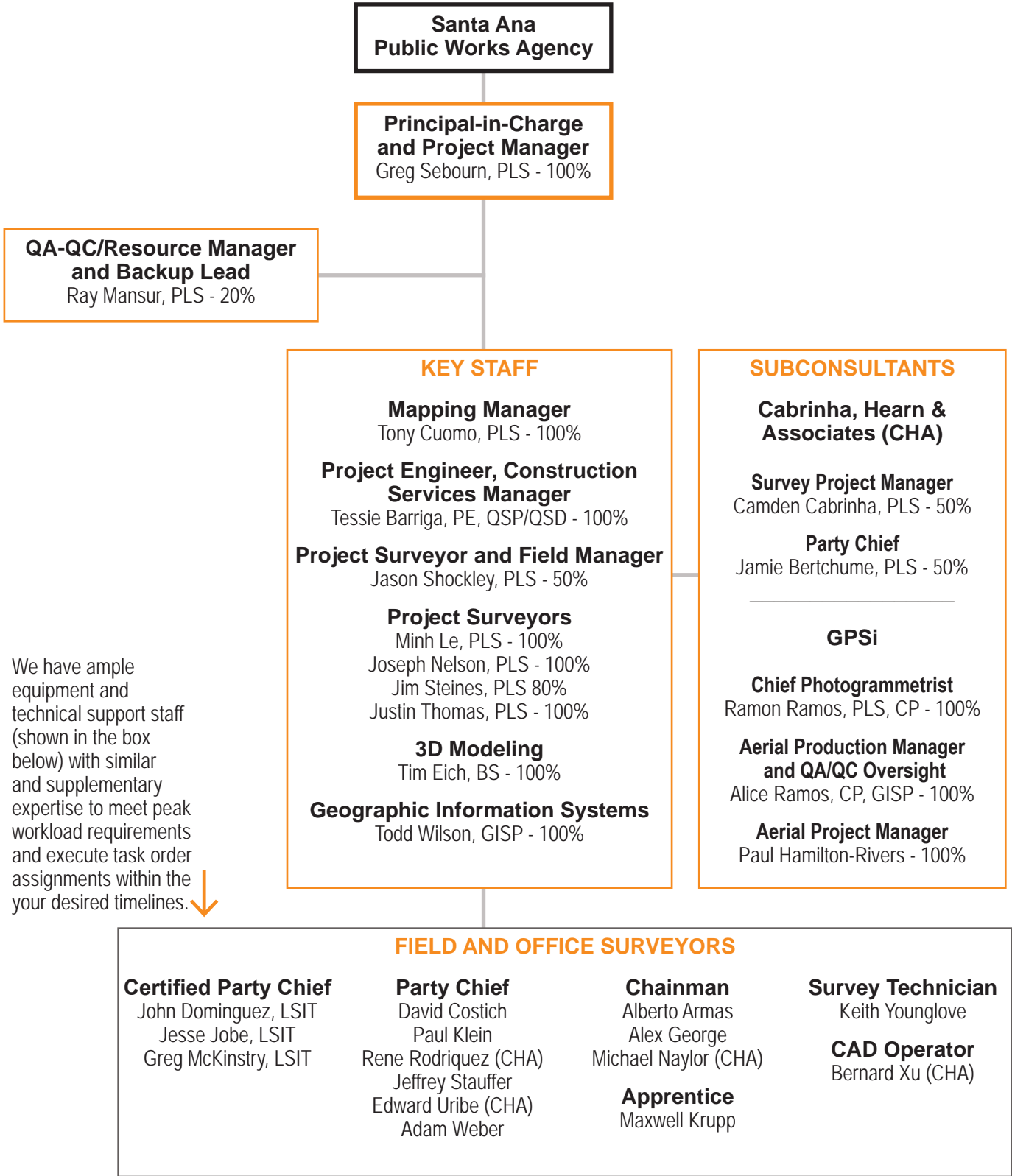
GPSi is a DBE/SBE/VSBE/WMBE/SB Micro certified firm and is registered with the Department of Industrial Relations (1000030845.)

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.)
Stantec												
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%										
Cabrinha, Hearn & Associates												
Camden Cabrinha, PLS	Survey Project Manager	50%										
Jamie Bertchume, PLS	Party Chief	50%										
GPSi												
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	Client	Project Status	Services Provided	Description of Project (Challenges and Solutions)	Reference	Task Order Team Members
Stantec Consulting Services Inc.						
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 potholing; 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 Sebourn, Tony Cuomo, Jeff Stauffer, John Dominguez, Joe Nelson, Tim Eich, Sue Harris
Brookhurst Road and Orangethorpe 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 Sebourn, 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 Sebourn, Tony Cuomo, Jeff Stauffer, John Dominguez, Jamie Bertchume (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 tagged ties. (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 Steines, 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 competing interests	Alicia Ramos Senior Capital Projects Manager Project Management Division II (626) 314-1245 aramos@dpw.lacounty.gov	Greg Sebourn, 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 ylall@dpw.lacounty.gov	Greg Sebourn, 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
Stantec Consulting Services Inc.						
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	Challenges: confined space for surveying, safety Solutions: 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 Sebourn, 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	Challenges: schedule was critical Solutions: 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 Sebourn, 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	Challenges: schedule was critical Solutions: 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 Sebourn, Ray Mansur, Tessie Barriga, Joseph Nelson, Tim Eich, Jason Shockley
Cabrinha Hearn & Associates Experience						
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	Challenges: heavy rail, 9-mile subway extension project under construction; tunneling under heavily populated areas Solutions: 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 demelloj@metro.net	Camden Cabrinha, Jamie Bertchume, Edward Uribe, Rene Rodriguez, Bernard Xu
GPSi Experience						
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	Challenges: LAX is one of the busiest airports in the world with difficult low altitude flying directly in the AP take off zone Solution: 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-foott contours, 4-band orthos	Challenge: revitalization and preservation of the Seal Beach wetlands requiring coordination with multiple Federal agencies, such as USGS and Fish & Wildlife Services Solution: 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.

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.

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.

Fee Proposal

Certificates

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)

*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 21st 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 DocumentTitle 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

SCHEDULE OF BILLING RATES – 2023



Billing Level	Hourly Rate	Description												
3	\$111	Junior Level position <ul style="list-style-type: none"> Independently carries out assignments of limited scope using standard procedures, methods, and techniques Assists senior staff in carrying out more advanced procedures Completed work is reviewed for feasibility and soundness of judgment Graduate from an appropriate post-secondary program or equivalent Generally, one to three years' experience 												
4	\$122													
5	\$139													
6	\$143	Fully Qualified Professional Position <ul style="list-style-type: none"> Carries out assignments requiring general familiarity within a broad field of the respective profession Makes decisions by using a combination of standard methods and techniques Actively participates in planning to ensure the achievement of objectives Works independently to interpret information and resolve difficulties Graduate from an appropriate post-secondary program, with credentials or equivalent Generally, three to six years' experience 												
7	\$152													
8	\$162													
9	\$168	First Level Supervisor or first complete Level of Specialization <ul style="list-style-type: none"> Provides applied professional knowledge and initiative in planning and coordinating work programs Adapts established guidelines as necessary to address unusual issues Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment Graduate from an appropriate post-secondary program, with credentials or equivalent Generally, five to nine years' experience 												
10	\$173													
11	\$189													
12	\$198	Highly Specialized Technical Professional or Supervisor of groups of professionals <ul style="list-style-type: none"> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise Participates in short- and long-range planning to ensure the achievement of objectives Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures Reviews and evaluates technical work Graduate from an appropriate post-secondary program, with credentials or equivalent Generally, ten to fifteen years' experience with extensive, broad experience 												
13	\$209													
14	\$219													
15	\$232	Senior Level Consultant or Management <ul style="list-style-type: none"> Recognized as an authority in a specific field with qualifications of significant value Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise Independently conceives programs and problems for investigation Participates in discussions to ensure the achievement of program and/or project objectives Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects Graduate from an appropriate post-secondary program, with credentials or equivalent Generally, more than twelve years' experience with extensive experience 												
16	\$256													
17	\$265													
18	\$270	Senior Level Management under review by Vice President or higher <ul style="list-style-type: none"> Recognized as an authority in a specific field with qualifications of significant value Responsible for long range planning within a specific area of practice or region Makes decisions which are far reaching and limited only by objectives and policies of the organization Plans/approves projects requiring significant human resources or capital investment Graduate from an appropriate post-secondary program, with credentials or equivalent Generally, fifteen years' experience with extensive professional and management experience 												
19	\$281													
20	\$291													
21	\$309													
Survey Crews		<table> <tr> <th>Crew Size</th><th>Regular Rate</th><th>Overtime Rate</th></tr> <tr> <td>1-Person</td><td>\$200</td><td>\$260</td></tr> <tr> <td>2-Person</td><td>\$310</td><td>\$420</td></tr> <tr> <td>3-Person</td><td>\$420</td><td>\$580</td></tr> </table>	Crew Size	Regular Rate	Overtime Rate	1-Person	\$200	\$260	2-Person	\$310	\$420	3-Person	\$420	\$580
Crew Size	Regular Rate	Overtime Rate												
1-Person	\$200	\$260												
2-Person	\$310	\$420												
3-Person	\$420	\$580												

Expert Witness Services carry a 50% premium on labor. Overtime may be charged at 1.5 times the standard billing rate. All labor rates will be subject to annual increase.