

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090190-25-A,  
Consulting Services for Independent Review of Water and Wastewater Cost of Service Studies  
and Rate Design**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10090190-25-A, Consulting Services for Independent Review of Water and Wastewater Cost of Service Studies and Rate Design (Contractor).

**RECITALS**

On or about 8/9/2024, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the Services.

City wishes to retain Contractor to conduct an independent evaluation of the water and sewer cost of service study and proposed rate adjustments as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I  
CONTRACTOR SERVICES**

**1.1 Scope of Work.** Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

**1.2 General Contract Terms and Provisions.** This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Term.** This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four (4) additional one (1) year period(s). This option shall be automatically exercised unless City notifies Contractor in writing not less than thirty (30) days prior to an Option Period that the City does not intend to extend the agreement. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

### **ARTICLE III COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$500,000.

### **ARTICLE IV WAGE REQUIREMENTS**

**4.1** Reserved.

### **ARTICLE V CONTRACT DOCUMENTS**

**5.1 Contract Documents.** The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

**5.2 Contract Interpretation.** The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

**5.3 Precedence.** In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1<sup>st</sup> document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1<sup>st</sup> Any properly executed written amendment to the Contract

2<sup>nd</sup> The Contract

3<sup>rd</sup> The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any

4<sup>th</sup> Contractor's Pricing

**5.4 Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

**5.5 Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The

City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

Stantec Consulting Services Inc.

Proposer

777 South Harbour Island Blvd. #600

Street Address

Tampa FL 33602

City

(813) 223-9500

Telephone No.

andrew.burnham@stantec.com

E-Mail

CITY OF SAN DIEGO

A Municipal Corporation

BY:



Print Name:

Claudia Abarca

Director, Purchasing & Contracting  
Department

Jan 3, 2025

Date Signed

BY:



Signature of  
Proposer's Authorized  
Representative

Andrew Burnham

Print Name

Vice President

Title

September 11, 2024

Date

Approved as to form this 3<sup>rd</sup> day of

January, 202025.

HEATHER FERBERT, City Attorney

Kathy J. Steinman

BY: Kathy J. Steinman (Jan 3, 2025 13:04 PST)

Deputy City Attorney

**EXHIBIT A**  
**PROPOSAL SUBMISSION AND REQUIREMENTS**

**A. PROPOSAL SUBMISSION**

**1. Timely Proposal Submittal.** Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

**1.1 Reserved.**

**1.2 Paper Proposals.** The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

**1.3 Proposal Due Date.** Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

**1.4 Pre-Proposal Conference.** No pre-proposal conference will be held for RFP.

**1.4.1 Reserved.**

**1.5 Questions and Comments.** Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

**1.6 Contact with City Staff.** Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

**2. Proposal Format and Organization.** All written proposals must be securely bound. All proposals must include the following completed and executed forms and information presented in the manner indicated below:

**Tab A - Submission of Information and Forms.**

**2.1 Completed and signed Contract Signature Page.** If any addenda are issued, the latest Addendum Contract Signature Page is required.

**2.1 Exceptions requested by proposer, if any.** The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of

proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.2 The Contractor Standards Pledge of Compliance Form.

2.3 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.4 Reserved.

2.5 Reserved.

2.6 Reserved.

2.6 Additional Information as required in Exhibit B.

2.7 Reserved.

2.8 Reserved.

2.9 Reserved.

**Tab B - Executive Summary and Responses to Specifications.**

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

**Tab C - Cost/Price Proposal (if applicable).** Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

**3. Proposal Review.** Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

**4. Addenda.** The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

**5. Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the

demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

**6. Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.

**6.1 Items Offered.** Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

**6.2 Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

**7. Modifications, Withdrawals, or Mistakes.** Proposer is responsible for verifying all prices and extensions before submitting a proposal.

**7.1 Modification or Withdrawal of Proposal Before Proposal Opening.** Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

**7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening.** Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

**8. Incurred Expenses.** The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

**9. Public Records.** By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by

law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

**10. Right to Audit.** The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

## **B. PRICING**

**1. Fixed Price.** All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive  $(1 - ((105 - 100) / 100)) \times 60 = 57$  points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

**2. Taxes and Fees.** Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

**3. Escalation.** An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in

market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

**4. Unit Price.** Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

## **C. EVALUATION OF PROPOSALS**

**1. Award.** The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

**2. Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

### **3. Evaluation Process.**

**3.1 Process for Award.** A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

**3.2 Optional Interview/Oral Presentation.** The City may require proposers to interview and/or make an oral presentation.

**3.3 Mandatory Interview/Oral Presentation.** Reserved.

**3.4 Discussions/Negotiations.** The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

**3.5 Inspection.** The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

**3.6 Evaluation Criteria.** The following elements represent the evaluation criteria that will be considered during the evaluation process:



	MAXIMUM EVALUATION POINTS
<b>A. Responsiveness to the RFP.</b>	<b>15</b>
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
3. Method of approaching the project is reflected in the response	
4. Exceptions to the RFP	
<b>B. Responses to Specifications.</b>	<b>15</b>
1. Proven track record of developing and/or evaluating water and sewer rates for utilities of comparable size to the City of San Diego.	
2. Proven track record of presenting “user friendly” reports and findings to legislative bodies, advisory boards and the public in both written format and orally using PowerPoint presentations.	
<b>C. Qualifications, Experience and Past Performance.</b>	<b>40</b>
1. Demonstrated previous experience in providing the services requested, and innovation in approaching the proposed project.	
2. Ability to demonstrate a thorough understanding of cost of service study principles, rate allocation amongst customer classes, system requirements, and a sensitivity to pricing impacts on customers.	
3. Resources and people committed to the project and identified point(s) of contact who can deliver results in an often-times short term deadline environment, including:	
a. A cohesive, experienced and highly qualified team with the required specific expertise to successfully complete the Scope of Work	
b. Resumes of team members provided with the response that validate the experience and qualifications of the team.	
4. References: Include up to five (5) references with the following information: a.	
Project Title	
b. Project Value/Contract Amount	
c. Names of key members that participated in the listed project and roles performed	
d. Reference name, title, agency name, best phone number and email address for contact provided	
5. Past Performance: Include a summary of up to five (5) similar projects in size and scope successfully completed by the proposer in the past three (3) years that demonstrate the proposer's ability to successfully complete the Scope of Work.	
<b>D. Price.</b>	<b>15</b>
<b>E. Interview/Oral Presentation.</b>	<b>15</b>
1. Presentation and materials are relevant, concise, detailed, and organized to represent the proposer's ability to successfully complete the Scope of Work pursuant the information provided in the RFP and the proposer's response.	

	MAXIMUM EVALUATION POINTS
2. Proposer's team members answer the Evaluation Committee's questions in a relevant, concise, detailed, and organized manner to represent the proposer's ability to successfully complete the Scope of Work	
3. Thoroughness and Clarity of Presentation	
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
<b>F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*</b>	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

\*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

#### D. ANNOUNCEMENT OF AWARD

**1. Award of Contract.** The City will inform all proposers of its intent to award a Contract in writing.

**2. Obtaining Proposal Results.** No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

**3. Multiple Awards.** City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

**E. PROTESTS.** The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

**F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED.** The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

**1. Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

**2. Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

**3. Business Tax Certificate.** Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

**4. Reserved.**

**5. Reserved.**

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

## **EXHIBIT B SCOPE OF WORK**

### **A. BACKGROUND**

Following previous rate increases by the City's Public Utilities Department (PUD) for both the water and wastewater system, the City Council adopted San Diego Resolution R-311180 (June 13, 2017), directing the Office of the Independent Budget Analyst (IBA) "to include the engagement of an as-needed consultant to review the water and wastewater cost of service studies and rate designs, under the direction of the IBA and funded by the Water and Sewer Funds . . . for the fiscal year when the City anticipates bringing forward the next cost of service studies."

In March 2020, the IBA procured consulting services to conduct these reviews, which were completed in May 2021 for wastewater rates (IBA Report 21-14) and April 2023 for water rates (IBA Report 23-07REV). These analyses provided critical recommendations that improved the rate cases and cost of service studies for both the water and wastewater system, as well as provided recommendations to improve future cost of service studies. The IBA, City Council, and public found these studies to be beneficial in understanding the assumptions and factors that went into prior rate increase and laid out needed data for future studies.

PUD has retained the services of Raftelis Financial Consultants, Inc (Raftelis) to prepare the next cost of service study and propose the next set of water and wastewater rates. The proposed rate cases for water and wastewater will likely cover multiple years, up to a five-year time period. The cost of service study and rate proposals are anticipated to be released in late calendar year 2024 (November-December) with the public hearing on the proposed rates to follow the Prop 218 noticing requirements. Rate approval would need to be completed in time for new rates to begin in or around January 1, 2026.

The City is requesting the services of a qualified consultant to work with the IBA in conducting an independent evaluation of the cost of service study and rate proposals currently being prepared by PUD and Raftelis.

The mission of the IBA is to provide clear, objective, and unbiased analysis and advice to the City Council and the public regarding all legislative items bearing financial and policy impacts to the City of San Diego.

The consultant will assist the IBA in reviewing any proposed changes to water and wastewater rates with a focus on accuracy, clarity and fiscal responsibility; evaluating PUD's efforts to provide the lowest possible rates for customers while maintaining safe and reliable service; and making a recommendation to the City Council prior to their taking any action on the proposal from PUD.

### **B. SCOPE OF WORK**

The following project tasks pertain to both water and wastewater cost of service and rate case analysis, and include but are not limited to the following:

#### **Task 1: Project Kick-Off and Project Management Meeting**

Prior to initiating any work, the consultant will meet with the IBA for a project kick-off meeting to:

- Finalize the work plan, milestones and timeline
- Discuss objectives
- Ensure clear understanding of the overall goals
- Review the data needs for the project
- Identify points-of-contact and project manager

Prior to the kick-off meeting, the consultant must provide to IBA staff a detailed data request list that will identify the information needed to complete the various analyses.

The consultant must appoint a designated staff person to be the lead point-of-contact/project manager. The core responsibilities of the project manager include: reviewing the work effort for consistency, accuracy, and validity; and ensuring any recommendations developed are based on sound rate making principles and standard industry practices. The consultant must provide updates on a bi-weekly basis, or more frequently if requested by the IBA or deemed necessary by the consultant, on the status of milestones agreed upon by the consultant and IBA, detailing of the tasks accomplished, any problems identified and potential solutions to the identified problems, and the status of project budget (consultant's costs). The consultant must maintain a detailed document list of assumptions in their analysis.

#### **Task 2: Review Cost of Service**

The consultant must review the cost of service studies and five-year financial outlooks for the water and wastewater funds. This review must include evaluating the following components of the cost of service studies and five-year financial outlooks:

- Assumptions, estimates, and forecasts
- Logic of model used to develop projections
- Expenditure and revenue projections, including:
  - Operating costs
  - Water purchase costs and demand assumptions
  - Debt Financing
  - Capital Improvements Program
  - Pure Water
  - Automated Meter Infrastructure (AMI)
  - Other operational changes resulting from recent audits on billing and customer service
- Appropriateness of reserve targets and/or use of reserves
- Consistency with City policies

#### **Task 3: Evaluate Proposed Rates**

The consultant must analyze and evaluate the proposed rates and rate structure. This evaluation must include the following:

- Revenue "gap" requiring rate increase
- Review rate design and cost allocation models
  - Including fairness and equity of the allocations to different customer groups
- Review any proposed changes to the tiered rate structure
- Review PUD's analysis of alternative rate structures

- Identify decision-points/options with the goal of seeking the lowest possible rates for customers while still maintaining safe and reliable service
- Review City's policies regarding water and wastewater rates and rate structures

#### **Task 4: Ensure Previous Cost of Service Recommendations Are Implemented**

As mentioned, the prior consultant provided numerous recommendations on the previous cost of service studies for water and wastewater, which were contained in IBA Reports 21-14 (wastewater rates) and 23-07REV (water rates). Some of these recommendations pertained to improvements that could be made in a follow on study. The consultant must ensure that any prior recommendations were also incorporated into the new proposed studies and rates, and if they are not, include this finding in their recommendations.

#### **Task 5: Provide a Report of Findings and Recommendations**

Following completion of Tasks 2-4, the consultant must prepare a final written report of the consultant's independent findings. The consultant must include information focused on the analysis of the lowest possible customer rates while providing safe and reliable service. The consultant must also prepare public presentation materials, including a PowerPoint presentation.

- The consultant's written report must include:
  - Clarifying information regarding PUD's water and wastewater cost of service studies and rate proposals
  - An expert opinion on PUD's proposal
  - A recommendation on PUD's rate proposal, which could be to approve as proposed by PUD, to recommend an alternative(s) and/or to provide additional information for consideration
- It is anticipated that the written report will be released approximately three (3) month after PUD issues the cost of service study.
- After release of the report, this information will be presented to Council Committees and City Council in a series of public meetings.

#### **Task 6: Provide Independent Expert Advice**

Under the direction of the IBA, the consultant must provide independent expert advice to the IBA and City Council on the proposed water and wastewater rates.

- The consultant must be knowledgeable of and provide advice about the following subjects:
  - Water and wastewater utility operations of comparable size and complexity
  - Water and wastewater rate development and rate design, and
  - Examining and/or developing cost of service and rate designed for water and wastewater utilities.
- The consultant may also be required to provide an educational training session for the City Council or a Council Committee, at the request of the IBA, prior to release of PUD's cost of service study and rates proposal. This training must include information, tips, and questions to ask when conducting a review of the cost of service study and rates proposal.
- The consultant must respond to questions from City Council and IBA and provide any follow-up analysis that may be needed, including providing alternative rate scenarios
- The consultant may also be required to provide subsequent reports and presentations to City Council, Council Committees, and potentially other interested public bodies.

**Task 7: Attend Public Meetings and Make Presentations**

The consultant must attend City Council and Council Committee meetings where PUD's cost of service studies or rate proposals are to be presented or discussed.

- It is anticipated that there will be a minimum of two City Council meetings and three Council Committee meetings Consultant will be required to attend.

**Task 8: Interact with City Staff and Other Consultants**

The consultant must work with the IBA staff and also staff from PUD and possibly their consultant Raftelis in order to receive information necessary to conduct the analysis.

**Task 9: Review Public Input**

The consultant must review the public input received by PUD as part of PUD's outreach to the community and stakeholder groups and consider this feedback as it pertains to the consultant's recommendation to the City Council regarding the proposed rates. The consultant must also consider public input received at any public meetings where PUD's cost of service studies or rate proposals are to be presented or discussed. The consultant is not expected to hold their own community outreach sessions.

**Task 10: Additional Services**

If required by the IBA, additional services may be added which will be similar in scope to Tasks 2 to 9 as described above and may include additional analysis, reports and presentations to the City Council, Council Committees, and potentially other interested public bodies.

**C. FEES FOR ADDITIONAL SERVICES**

The City may require that the successful Proposer perform additional services (Additional Services). Additional Services will be similar in Scope to Tasks 1 - 10. Prior to the successful Proposer's performance of Additional Services, the City and the successful Proposer must agree in writing upon scope of services and a fee for the Additional Services, including reasonably related expenses. The not-to-exceed amount for the Additional Services, if any, will be identified by the City in a written clarification. The total amount to be paid to the Consultant for all work performed under this contract will not exceed \$500,000. This amount includes the work described in Tasks 1-10 plus any Additional Services. Please refer to Evaluation Criteria for evaluation of Cost. Proposers must provide the labor classification and hourly rates for the key personnel who must be assigned to this contract.

**D. DEPARTMENT REPRESENTATIVE**

The Department Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

**E. PRECLUDED PARTICIPATION**

To avoid any real or perceived conflicts of interest, the successful Proposer to this RFP will be precluded from participating in any solicitations or contracts that result, directly or indirectly, from this RFP.

**F. KEY PERSONNEL**

Proposer shall provide a list of key personnel, their classification(s), task(s) on which they shall be assigned, and years of experience. If additional space is required, a separate sheet may be attached. Consultant shall not change the key personnel assigned to this contract without prior written approval of the Department Representative.

Staff Member	Classification / Expertise	Task Area	Years of Experience
William Zieburtz	Director / Expert Panelist	Review and analysis of key issues and methodologies	38
Andrew Burnham	Vice President / Project Director	Overall strategic guidance and leadership on recommendations	22
Carol Malesky	Principal / Expert Panelist	Review and analysis of key issues and methodologies	28
Benjamin Stewart	Managing Consultant / Project Manager	Project communications, meeting deadlines, addressing key data items, and quality of deliverables	14
Kevan Cook	Consultant / Lead Consultant Water	Detailed analysis, testing data, tier determination, developing clear and usable output	9
Danica Katz	Consultant / Lead Consultant Sewer	Detailed analysis, testing data, strength analysis, developing clear and usable output	7
Sally Van Etten	Quality Control/ Quality Assurance	Detailed review of all deliverables	24

#### G. SUBMITTALS

1. The proposer must describe its experience in completing similar contracts and consulting efforts and present each team member's qualifications. The term "team member" refers to each individual on the team.
2. For each team member that would be involved in the project, describe in detail three successfully completed similar projects. For each complete project, provide the name of the jurisdiction and Project Manager the Contractor team performed work for, address, telephone number, type of work performed, and dollar value of the contracts. A similar project currently being performed may be submitted.
3. The Proposer must submit resumés for key personnel to include each principal, project manager, and staff who will be involved in any consulting. Contractor team must provide contact information, including email address, for the Principal in Charge and project managers for the lead firm.
4. Proposer must provide a company/corporate organizational chart and staffing profile.

#### H. REFERENCES.

Contractor must demonstrate that they are properly equipped to perform the work as specified in this RFP. The City reserves the right to contact references not provided by the Contractor. References that do not respond within five calendar days will be considered an unsatisfactory reference. References must be provided in accordance with the attached form.



Contractor is required to provide a minimum of five references to demonstrate successful performance for work of similar size and scope as specified in this contract during the past ten years.

The City will rely on references as part of the evaluation process. The City reserves the right to take any of the following actions: to reject a proposal based on an unsatisfactory reference, to contact any person or persons associated with the reference, to request additional references, to contact organizations known to have used in the past or currently using the services supplied by the Proposer, and to contact independent consulting firms for additional information about the Proposer.

#### **I. INVOICING**

The basis for monthly billing is hourly. The successful proposer shall submit monthly invoices to the City in accordance with Exhibit C. General Contract Terms & Provisions, Article III. Compensation. Invoices shall include a distinct identification number. Both the amount invoiced for the billing period and the total amount then owed (the balance forward) shall be set forth. The successful proposer shall provide detailed billing information including, but not limited to, a detailed description of the service rendered, date of service, time devoted to service, name, billing rate, and total amount billed for each service. Invoices shall also include a breakdown of all disbursements by category of expense. A receipt for each category of expense must accompany the invoice to qualify for reimbursement by the City.

#### **J. PRICING SCHEDULE**

Consultant must provide an hourly rate for payment of all services as identified in the RFP.

<b>Item No.</b>	<b>Classification/Job Title</b>	<b>Hourly Rate</b>
1	Director / Expert Panelist	\$375
2	Vice President / Project Director	\$425
3	Principal / Expert Panelist	\$325
4	Managing Consultant / Project Manager	\$275
5	Consultant / Lead Consultant Water	\$225
6	Consultant / Lead Consultant Sewer	\$225
7	Quality Control/Quality Assurance	\$300

## **EXHIBIT C**



**THE CITY OF SAN DIEGO**

**GENERAL CONTRACT TERMS AND PROVISIONS**

**APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS**

## **ARTICLE I**

### **SCOPE AND TERM OF CONTRACT**

**1.1 Scope of Contract.** The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

**1.2 Effective Date.** A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

**1.3 Contract Extension.** The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

## **ARTICLE II**

### **CONTRACT ADMINISTRATOR**

**2.1 Contract Administrator.** The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

**2.1.1 Contractor Performance Evaluations.** The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

**2.2 Notices.** Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent  
City of San Diego, Purchasing and Contracting Division  
1200 3rd Avenue, Suite 200  
San Diego, CA 92101-4195

### **ARTICLE III COMPENSATION**

**3.1 Manner of Payment.** Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

**3.2 Invoices.**

**3.2.1 Invoice Detail.** Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

**3.2.2 Service Contracts.** Contractor must submit invoices for services to City by the 10<sup>th</sup> of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

**3.2.3 Goods Contracts.** Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

**3.2.4 Parts Contracts.** Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

**3.2.5 Extraordinary Work.** City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

**3.2.6 Reporting Requirements.** Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

**3.2.6.1 Monthly Employment Utilization Reports.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.2.6.2 Monthly Invoicing and Payments.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.3 Annual Appropriation of Funds.** Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

**3.4 Price Adjustments.** Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

## **ARTICLE IV SUSPENSION AND TERMINATION**

**4.1 City's Right to Suspend for Convenience.** City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

**4.2 City's Right to Terminate for Convenience.** City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

**4.3 City's Right to Terminate for Default.** Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

**4.3.1** If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

**4.3.2** If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

**4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors.** If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

#### **4.5 Contractor's Right to Payment Following Contract Termination.**

**4.5.1 Termination for Convenience.** If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

**4.5.2 Termination for Default.** If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

**4.6 Remedies Cumulative.** City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

**5.1 Inspection and Acceptance.** The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

**5.2 Responsibility for Lost or Damaged Shipments.** Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

**5.3 Responsibility for Damages.** Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

**5.4 Delivery.** Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

**5.5 Delay.** Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

**5.5.1** If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

**5.6 Restrictions and Regulations Requiring Contract Modification.** Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

**5.7 Warranties.** All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

**5.8 Industry Standards.** Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

**5.9 Records Retention and Examination.** Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.



**5.9.1** Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

**5.10 Quality Assurance Meetings.** Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

**5.11 Duty to Cooperate with Auditor.** The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

**5.12 Safety Data Sheets.** If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

**5.13 Project Personnel.** Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

**5.13.1 Criminal Background Certification.** Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

**5.13.2 Photo Identification Badge.** Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

**5.14 Standards of Conduct.** Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

**5.14.1 Supervision.** Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

**5.14.2 City Premises.** Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

**5.14.3 Removal of Employees.** City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

**5.15 Licenses and Permits.** Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

**5.16 Contractor and Subcontractor Registration Requirements.** Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

**6.1 Rights in Data.** If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

**6.2 Intellectual Property Rights Assignment.** For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

**6.3 Contractor Works.** Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

**6.4 Subcontracting.** In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

**6.5 Intellectual Property Warranty and Indemnification.** Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

**6.6 Software Licensing.** Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

**6.7 Publication.** Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

**6.8 Royalties, Licenses, and Patents.** Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

**7.1 Indemnification.** To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

**7.2 Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

**7.2.1 Commercial General Liability.** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and 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.

**7.2.2 Commercial Automobile Liability.** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor 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.

**7.2.3 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.

**7.2.4 Professional Liability (Errors and Omissions).** For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

**7.2.5 Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**7.2.5.1 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 Contractor 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 Contractor’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).

**7.2.5.2 Primary Coverage.** For any claims related to this contract, Contractor'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 City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**7.2.5.3 Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

**7.2.5.4 Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor 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.

**7.2.5.5 Claims Made Policies (applicable only to professional liability).** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 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, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**7.3 Self Insured Retentions.** Self-insured retentions must be declared to and approved by City. City may require Contractor 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.

**7.4 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**7.5 Verification of Coverage.** Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**7.6 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.

**7.7 Additional Insurance.** Contractor may obtain additional insurance not required by this Contract.

**7.8 Excess Insurance.** All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**7.9 Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

## **ARTICLE VIII BONDS**

**8.1 Payment and Performance Bond.** Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

**8.1.1 Bond Amount.** The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

**8.1.2 Bond Term.** The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

**8.1.3 Bond Surety.** The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

**8.1.4 Non-Renewal or Cancellation.** The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

**8.2 Alternate Security.** City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

## **ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS**

**9.1 Contractor Certification of Compliance.** By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

**9.1.1 Drug-Free Workplace Certification.** Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

**9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations:** Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

### **9.1.3 Non-Discrimination Requirements.**

**9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP).** Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

**9.1.3.2 Non-Discrimination Ordinance.** Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result



in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

**9.1.3.3 Compliance Investigations.** Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.4 Equal Benefits Ordinance Certification.** Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

**9.1.5 Contractor Standards.** Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.6 Noise Abatement.** Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

**9.1.7 Storm Water Pollution Prevention Program.** Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

**9.1.8 Service Worker Retention Ordinance.** If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

**9.1.9 Product Endorsement.** Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

**9.1.10 Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

**9.1.11 Equal Pay Ordinance.** Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

**9.1.11.1 Contractor and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

## **ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW**

**10.1 Conflict of Interest Laws.** Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

**10.2 Contractor's Responsibility for Employees and Agents.** Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

**10.3 Contractor's Financial or Organizational Interests.** In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**10.4 Certification of Non-Collusion.** Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

**10.5 Hiring City Employees.** This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

## **ARTICLE XI DISPUTE RESOLUTION**

**11.1 Mediation.** If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

**11.2 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

**11.3 Expenses.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**11.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

**11.5 Mediation Results.** Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

## **ARTICLE XII MANDATORY ASSISTANCE**

**12.1 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**12.2 Compensation for Mandatory Assistance.** City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

**12.3 Attorneys' Fees Related to Mandatory Assistance.** In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

## **ARTICLE XIII MISCELLANEOUS**

**13.1 Headings.** All headings are for convenience only and shall not affect the interpretation of this Contract.

**13.2 Non-Assignment.** Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

**13.3 Independent Contractors.** Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

**13.4 Subcontractors.** All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

**13.5 Covenants and Conditions.** All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

**13.6 Compliance with Controlling Law.** Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

**13.7 Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

**13.8 Venue.** The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

**13.9 Successors in Interest.** This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

**13.10 No Waiver.** No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**13.11 Severability.** The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

**13.12 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

**13.13 Amendments.** Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

**13.14 Conflicts Between Terms.** If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

**13.15 Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

**13.16 Confidentiality of Services.** All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

**13.17 Insolvency.** If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

**13.18 No Third Party Beneficiaries.** Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

**13.19 Actions of City in its Governmental Capacity.** Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

# City of San Diego

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## Consulting Services for Independent Review of Water and Wastewater Cost of Service Studies and Rate Design





# Tab A:

## Submission of Information and Forms



# **Tab A: Submission of Information and Forms**

## **Exceptions to RFP/Contract**

We have reviewed your proposed RFP/contract terms and believe that, should we be selected for this assignment, we will be able to conclude a mutually satisfactory contract with you.

## **Contract Signature Page**

The required contract signature page, from addendum A, is presented in this section.

## **Contractor Standards Pledge of Compliance Form**

The required Contract Standards Pledge of Compliance Form is included in this section.

## **Equal Opportunity Contracting Forms**

The required Equal Opportunity Contracting forms, including the Work Force Report and Contractors Certification of Pending Actions, are included in this section.

City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

Stantec Consulting Services Inc.

Proposer

777 South Harbour Island Blvd. #600

Street Address

Tampa FL 33602

City

(813) 223-9500

Telephone No.

andrew.burnham@stantec.com

E-Mail

CITY OF SAN DIEGO

A Municipal Corporation

BY:

Print Name:

Director, Purchasing & Contracting  
Department

Date Signed

BY:



Signature of  
Proposer's Authorized  
Representative

Andrew Burnham

Print Name

Vice President

Title

September 11, 2024

Date

Approved as to form this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_.  
MARA W. ELLIOTT, City Attorney

BY:

Deputy City Attorney

**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

**This form contains 10 pages, additional information may be submitted as part of *Attachment A*.**

**A. BID/PROPOSAL/SOLICITATION TITLE:**

Solicitation Number: 10090190-25-A

Request for Proposal (RFP) for Consulting Services for Independent Review of Water and Wastewater Cost of Service Studies and Rate Design

**B. BIDDER/PROPOSER INFORMATION:**

Stantec Consulting Services Inc.

Legal Name	DBA
777 S. Harbour Island Blvd., Suite 600 Tampa	FL 33602
Street Address	City
Andrew Burnham, Vice President	(813) 223-9500
Contact Person, Title	Phone
	Fax

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

N/A

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five ten (5) years, has your firm changed its name?

☐ Yes ☒ No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?

☐ Yes ☒ No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?

☐ Yes ☒ No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☒ **Corporation** Date incorporated: 08/27/1929 State of incorporation: New York

List corporation's current officers: President: See Attachment A for full listing of current officers  
 Vice Pres: \_\_\_\_\_  
 Secretary: \_\_\_\_\_  
 Treasurer: \_\_\_\_\_

Type of corporation: C ☒ Subchapter S ☐

Is the corporation authorized to do business in California: ☒ Yes ☐ No

If **Yes**, after what date: 11/18/2009

Is your firm a publicly traded corporation? ☐ Yes ☒ No

If **Yes**, how and where is the stock traded? \_\_\_\_\_

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Stantec Consulting Services Inc. is a subsidiary of Stantec, Inc., a publicly traded company which trades on the NYSE under the ticker symbol "STN".

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☒ No

If **Yes**, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

**Limited Liability Company** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List the name, title and address of members who own ten percent (10%) or more of the company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ **Partnership** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ **Sole Proprietorship** Date started: \_\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ **Joint Venture** Date formed: \_\_\_\_\_

List each firm in the joint venture and its percentage of ownership:

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**Note:** To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

☐ **Yes** ☒ **No**

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

☐ **Yes** ☒ **No**

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ **Yes** ☒ **No**

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ **Yes** ☒ **No**

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

☐ **Yes** ☒ **No**

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

☒ **Yes** ☐ **No**

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Bank of America

Point of Contact: Frank Ayala

Address: 200 Clayton Road, Building D Concord, CA 94520-2425

Phone Number: (888) 715-1000 ext. 21040 | f.ayala.svc@bofa.com

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: **B2015037034** Year Issued: **2021**

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

☒ Yes ☐ No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

☒ Yes ☐ No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

☒ Yes ☐ No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of San Diego, California



Contact Name and Phone Number: Mr. Jordan More | (619) 236-6555

Contact Email: jmore@sandiego.gov

Address: 202 C Street, San Diego, 92101

Contract Date: 2020 - Present

Contract Amount: \$200,000

Requirements of Contract: Independent review to validate the need for future rate increases and improve the clear transparency of the City's rate review processes

Company Name: City of San Diego, California

Contact Name and Phone Number: Mr. Adam Jones | (858) 614-4030

Contact Email: jonesal@sandiego.gov

Address: 9192 Topaz Way, San Diego, CA 92123

Contract Date: 2022 - Ongoing

Contract Amount: \$250,000

Requirements of Contract: Strength Based Billing project to update the regional cost allocation and billing framework for the Metro wastewater system

Company Name: \_\_\_\_\_

Contact Name and Phone Number: Ms. Catherine Troy | (216) 664-2444

Contact Email: catherine\_troy@clevelandwater.com

Address: 1201 Lakeside Ave. Cleveland, OH 44114

Contract Date: 2018 – 2022

Contract Amount: \$485,810

Requirements of Contract: Performance of cost-of-service study

## G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

#### H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐ Yes ☒ No

If **Yes**, please disclose the names of those relatives in Attachment A.

#### I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

☐ Yes ☒ No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

☐ Yes ☒ No

Certification # \_\_\_\_\_

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # \_\_\_\_\_
- b. Woman or Minority Owned Business Enterprise Certification # \_\_\_\_\_
- c. Disadvantaged Business Enterprise Certification # \_\_\_\_\_

#### J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? ☐ Yes ☒ No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

## K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: N/A

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$\_\_\_\_\_ (per year) \$\_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$\_\_\_\_\_ (per year) \$\_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

## L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

**M. TYPE OF SUBMISSION:** This document is submitted as:

- ☐ Initial submission of *Contractor Standards Pledge of Compliance*
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- ☒ Update of prior *Contractor Standards Pledge of Compliance* dated 06/14/2021.

**Complete all questions and sign below.**

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.**

Andrew Burnham, Vice President		September 11, 2024
_____ Name and Title	_____ Signature	_____ Date

**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.  
Print in ink or type responses and indicate question being answered.

<p>D. BUSINESS ORGANIZATION/STRUCTURE:</p> <p>President Gordon A. Johnston;</p> <p>Chief Operating Officer – North America, CEO – Engineering &amp; Executive Vice President Stuart E. Lerner;</p> <p>Chief Operating Officer – Global &amp; Executive Vice President Catherine Schefer;</p> <p>Chief Growth &amp; Innovation Officer &amp; Executive Vice President John Take;</p> <p>Chief People &amp; Inclusion Officer &amp; Executive Vice President Asifa Samji;</p> <p>Chief Practice and Project Officer &amp; Executive Vice President Steve Fleck;</p> <p>Executive Vice President Leonard Castro;</p> <p>Executive Vice President Marshall W. Davert Jr.; Executive Vice President David Emery;</p> <p>Executive Vice President Mario Finis;</p> <p>Executive Vice President Bjorn Morisbak;</p> <p>Executive Vice President Susan Reisbord;</p> <p>Executive Vice President Ryan Roberts;</p> <p>Executive Vice President Susan Walter;</p> <p>Senior Vice President &amp; Chief Information Officer Chris McDonald;</p> <p>Senior Vice President &amp; Chief Technology Officer Shankar Kalyana;</p> <p>Senior Vice President Paul J.D. Alpern;</p> <p>Senior Vice President David R. Bernier;</p> <p>Senior Vice President Paul R. Blaszczyk;</p> <p>Senior Vice President Clayton A. Bock;</p> <p>Senior Vice President Peter Bokor;</p> <p>Senior Vice President Patrick G. Corser;</p> <p>Senior Vice President Luke De Hayr;</p> <p>Senior Vice President Paul J. DeKeyser;</p> <p>Senior Vice President Joseph Geller;</p> <p>Senior Vice President Harris J. (Josh) Gould;</p> <p>Senior Vice President John J. Hanula;</p> <p>Senior Vice President Jonathan A. (Andy) Hersey;</p> <p>Senior Vice President Peter Howe;</p> <p>Senior Vice President David Irvine;</p> <p>Senior Vice President Adriana Jaegerman;</p> <p>Senior Vice President Michael Johnson;</p> <p>Senior Vice President Jennifer Josephs;</p> <p>Senior Vice President John S. Montgomery;</p> <p>Senior Vice President Robert Mullins;</p> <p>Senior Vice President Michael Newbery;</p> <p>Senior Vice President Brian P. Norris;</p> <p>Senior Vice President James (Jim) R. Obermeyer;</p>	<p>Senior Vice President Philip R. Perciavalle;</p> <p>Senior Vice President Sujay Punyamurthula;</p> <p>Senior Vice President Marilyn F. Robinson;</p> <p>Senior Vice President Carrie Sabin;</p> <p>Senior Vice President Kari Shively;</p> <p>Senior Vice President Robert A. Simm;</p> <p>Senior Vice President Joseph Russell (Russell) Snow;</p> <p>Senior Vice President Scott Storlid;</p> <p>Senior Vice President Glenn S. Tarbox;</p> <p>Senior Vice President Matthew D. Travers;</p> <p>Senior Vice President Joseph Uglevich;</p> <p>Senior Vice President Arthur Umble;</p> <p>Senior Vice President Mike Watson;</p> <p>Senior Vice President Christopher Williams;</p> <p>Senior Vice President Andrew C. Wilson;</p> <p>Vice President Frank Aceto;</p> <p>Vice President Rusty Benkosky;</p> <p>Vice President Andrew Burnham;</p> <p>Vice President Amy Campbell;</p> <p>Vice President Ramon Castella;</p> <p>Vice President David Dargie;</p> <p>Vice President Becky Hachenburg;</p> <p>Vice President Megan Holmes;</p> <p>Vice President Sarah Mcllroy;</p> <p>Vice President Scott Peyton;</p> <p>Vice President Michael Reagan;</p> <p>Vice President Jeffrey P. Stone;</p> <p>Vice President Kristopher Wilhoit;</p> <p>Senior Principal Scott Buttari;</p> <p>Senior Principal Cecilia Einarson;</p> <p>Senior Principal Long Hoang;</p> <p>Senior Principal David Kennedy;</p> <p>Senior Principal Douglas Stoker;</p> <p>Principal Robert R. Cunningham;</p> <p>Principal Steve Shadix;</p> <p>Principal Stephen Varsa;</p> <p>Senior Associate Linda Brown;</p> <p>Senior Associate Jason Schneider;</p> <p>Senior Associate Gregory Sebourm;</p> <p>Senior Associate Kelly VanElders;</p> <p>Senior Associate Matthew Vernon;</p> <p>Associate &amp; CEO – Surveying Jerome Means;</p> <p>Account Manager Michael A. Kennedy;</p> <p>Director, Taxation Ally Gerlach;</p> <p>Right of Way Officer Geraldine V. Webb;</p> <p>Employee Brian Larson Corporate Counsel Michael Aceto;</p>	<p>Corporate Counsel David Archer;</p> <p>Corporate Counsel Eli Bilek;</p> <p>Corporate Counsel William A. Butler;</p> <p>Corporate Counsel Thomas Curran;</p> <p>Corporate Counsel William J. Edwards;</p> <p>Corporate Counsel Victoria Hall-Sturt;</p> <p>Corporate Counsel Cate Hite;</p> <p>Corporate Counsel Katharine LaFrance;</p> <p>Corporate Counsel Christy J. Leonard;</p> <p>Corporate Counsel Amy Oygen;</p> <p>Corporate Counsel Robert J. Ray;</p> <p>Corporate Counsel Charles B. (Chad) Rogers II;</p> <p>Corporate Counsel Corey Sanchez;</p> <p>Corporate Counsel Matthew Storey;</p> <p>Secretary Christopher O. Heisler;</p> <p>Assistant Secretary Jeffrey P. Stone;</p> <p>Treasurer Vito Culmone</p>
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I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Andrew Burnham

Print Name, Title



Signature

September 11, 2024

Date

**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.  
Print in ink or type responses and indicate question being answered.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY, Question 7:**

There are no unsatisfied judgments or arbitration awards outstanding against Stantec. Stantec does have some legal proceedings, lawsuits, or claims pending. These are a normal part of professional services industries. All have been reported to Stantec's insurers who are in the process of adjusting/managing them. None will have a material effect on the financial position of the company or its ability to undertake this assignment. Perhaps of greater comfort to our clients is the fact that Stantec seeks to deal with client concerns and claims promptly and fairly through its Risk Management group. As a public company, Stantec has substantial assets and maintains a high professional liability insurance limit. Stantec's claims history has resulted in relatively low insurance premiums when compared with firms of similar size and character.

Stantec has a proactive means of dealing with liens to prevent them from arising. Stantec's trade payables policy is meant to, among other things, mitigate the risk of nonpayment by our clients for subcontractor/supplier charges. Stantec's standard policy is to pay subcontractors / suppliers only when our client has paid us. However, industry practices and other factors may necessitate earlier payment. Stantec has exceptional procedures to enable us to meet our contractual obligations on a given project. If a lien is filed, Stantec takes the same pragmatic approach.

Stantec may at times be the subject of possible liens as part of the normal course of business for a large professional, multinational services company. Given that liens are not difficult to obtain and file, however, we note that liens may be insignificant in value, often be unsupported and may go outstanding or uncontested for long periods. In any case, no liens will have a material effect on the financial position of the company or its ability to undertake this assignment. We are not aware of any tax liens. Perhaps of greater import to our clients is the fact that Stantec seeks to deal with any outstanding financial obligation succinctly. As a publicly held company, financial records are available for inspection and any material matters are disclosed to the relevant public regulators.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Andrew Burnham

Print Name, Title



Signature

September 11, 2024

Date

**City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.  
Print in ink or type responses and indicate question being answered.

**F. PERFORMANCE HISTORY:, Question 3:**

Yes. Stantec performs work on thousands of discrete projects annually. All but a very few of these projects are completed successfully. Occasionally, issues arise on a project that prevents Stantec from completing an assignment. Such issues include failure of the client to secure or maintain financing; failure of the client to pay consultant invoices; and disagreements over scope of work. Stantec takes great pride in and places a high value on its long-term ongoing relationships with its clients. This is evident by the fact that the majority of our clients are repeat customers. Where issues arise on a project, Stantec makes every commercially reasonable effort to resolve matters in dispute amicably in the mutual interests of the client and Stantec. This serves both Stantec and our clients well.

**F. PERFORMANCE HISTORY:, Question 4:**

Yes. Stantec does have some legal proceedings, lawsuits, or claims pending. These are a normal part of professional services industries. All have been reported to Stantec's insurers who are in the process of adjusting/managing them. The nature of the allegations are not yet proven and Stantec finds that in many instances the assertions are rooted in unfounded litigation tactics. Stantec challenges the merit of these assertions and is currently responding accordingly. None of the allegations asserted will have an impact on the work sought in this instance.

**F. PERFORMANCE HISTORY:, Question 6:**

Yes. Stantec performs work on thousands of discrete projects annually. All but a very few of these projects are completed successfully. Occasionally, issues arise on a project that prevents Stantec from completing an assignment. Such issues include failure of the client to secure or maintain financing; failure of the client to pay consultant invoices; and disagreements over scope of work. Stantec takes great pride in and places a high value on its long-term ongoing relationships with its clients. This is evident by the fact that the majority of our clients are repeat customers. Where issues arise on a project, Stantec makes every commercially reasonable effort to resolve matters in dispute amicably in the mutual interests of the client and Stantec. This serves both Stantec and our clients well. In the interest of transparency, Stantec does not track notices of cure or default.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Andrew Burnham

Print Name, Title



Signature

September 11, 2024

Date



**City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.  
Print in ink or type responses and indicate question being answered.

H. BUSINESS INTEGRITY:, Question 4:

No. To our knowledge, Stantec confirms that it is not aware of any conflicts of interest that may exist and be required to be reported at this time. Stantec is a large, multi-national corporation that is publicly traded on the Toronto Stock Exchange and the New York Stock Exchange, with thousand of shareholders. With over 31,000 employees and thousands of contracts, it is not possible to effectively survey every employee to evaluate whether each of them has a relative who is an employee of your organization. This is particularly true given that Stantec does not know all of your current or historical staff and their family members. And compiling an exhaustive study is not practical. Stantec shall endeavor not to enter into contracts with third parties or engage itself in any activities which may cause conflicts of interest. If a conflict of interest arises impacting the services, Stantec shall provide notification, and work to resolve or mitigate it as required.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Andrew Burnham

Print Name, Title



Signature

September 11, 2024

Date

**City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"**

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**AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

<b>DATE OF CLAIM</b>	<b>DESCRIPTION OF CLAIM</b>	<b>STATUS</b>	<b>RESOLUTION/ REMEDIAL ACTION TAKEN</b>
May 2017 - April 2022	Former employee alleged gender discrimination.	Dismissed	
April 2019 - May 2020	Former employee alleged age discrimination and retaliation.	Settled	Settled
	Former employee allegations of discrimination and harassment.	Settled	Settled
2015	Former employee complaint of allegations re. race, age and issues; intimidation.	Dismissed	
July 2021 - January 2022	Former employee complaint of allegations of gender discrimination.	Settled	Settled
July 2019 - August 2020	Former employee complaint of allegations of discrimination on the basis of gender or pregnancy - unlawful termination.	Settled	Settled
April 2022 - March 2024	Former employee complaint of allegations of age and nation origin discrimination.	Settled	Settled
December 2020	Former employee alleges violations of Age Discrimination and American Disabilities Acts	Not pursued by EEOC	Not pursued by EEOC
July 2024	Former employee allegation of age discrimination. Terminated after removal from project per client feedback.	Pending	
December 2023	Former employee allegations of discrimination to to disability.	Pending	
October 2023	Former employee confidential discrimination matter.	Pending	

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Andrew Burnham

Print Name, Title



Signature

September 11, 2024

Date

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

**BB. WORK FORCE REPORT**

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED  
CONTRACTOR IDENTIFICATION**

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor  
☒ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Stantec Consulting Services Inc.

ADA/DBA: Stantec Consulting Services Inc.

Address (Corporate Headquarters, where applicable): 10220-103 Avenue NW , Suite 400

City: Edmonton County: Alberta State: Canada Zip: T5J 0K4

Telephone Number: (780) 917-7000 Fax Number: N/A

Name of Company CEO: Gord Johnston

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 9797 Aero Drive, Suite 310

City: San Diego County: San Diego State: CA Zip: 92123-198

Telephone Number: (619) 296-6195 Fax Number: N/A Email: askstantec@stantec.com

Type of Business: Engineering and Design Type of License: Business No. 3259819

The Company has appointed: Leah Armstrong

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: One Carlson Parkway, North, Suite 100, Plymouth, NM 55447-4440

Telephone Number: (763) 196-1002 Fax Number: N/A Email: leah.armstrong@stantec.com

- ☒ One San Diego County (or Most Local County) Work Force – Mandatory  
☐ Branch Work Force \*  
☐ Managing Office Work Force

*Check the box above that applies to this WFR.*

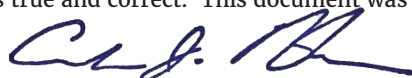
*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Stantec Consulting Services Inc.

(Firm Name)

San Diego, California hereby certify that information provided  
(County) (State)

herein is true and correct. This document was executed on this 11th day of September, 2024



(Authorized Signature)

Andrew Burnham

(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**NAME OF FIRM: Stantec Consulting Services Inc.DATE: September 11, 2024OFFICE(S) or BRANCH(ES): San DiegoCOUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                      |   |
|--------------------------------------|---|
| (1) Black or African-American        | (5) Native Hawaiian or Pacific Islander                 |
| (2) Hispanic or Latino               | (6) White   |
| (3) Asian                            | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native |   |

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1	1	1						9	8	1	2
Professional			11	3	8	3					13	9	2	1
A&E, Science, Computer		1	5	2	10	2					19	10	1	2
Technical				3		2					1	2		
Sales						1					1	1		
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column		1	17	9	19	8					43	30	4	5
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Grand Total All Employees	136.00
---------------------------	--------

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled			1	1	1						5	2	1	
----------	--	--	---	---	---	--	--	--	--	--	---	---	---	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**NAME OF FIRM: Stantec Consulting Services Inc.DATE: September 11, 2024OFFICE(S) or BRANCH(ES): San DiegoCOUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

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| (3) Asian                            | (7) Other race/ethnicity; not falling into other groups |
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Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Grand Total All Employees**

0

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

**BB. WORK FORCE REPORT**

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED  
CONTRACTOR IDENTIFICATION**

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor  
☒ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Stantec Consulting Services Inc.

ADA/DBA: Stantec Consulting Services Inc.

Address (Corporate Headquarters, where applicable): 10220-103 Avenue NW , Suite 400

City: Edmonton County: Alberta State: Canada Zip: T5J 0K4

Telephone Number: (780) 917-7000 Fax Number: N/A

Name of Company CEO: Gord Johnston

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 3301 C Street, Suite 1900

City: Sacramento County: Sacramento State: CA Zip: 95816-339

Telephone Number: (916) 924-8844 Fax Number: N/A Email: kari.shively@stantec.com

Type of Business: Engineering and Design Type of License: Business No. 3259819

The Company has appointed: Leah Armstrong

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: One Carlson Parkway, North, Suite 100, Plymouth, NM 55447-4440

Telephone Number: (763) 196-1002 Fax Number: N/A Email: leah.armstrong@stantec.com

- ☐ One San Diego County (or Most Local County) Work Force – Mandatory  
☒ Branch Work Force \*  
☐ Managing Office Work Force

*Check the box above that applies to this WFR.*

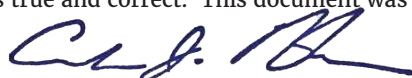
*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Stantec Consulting Services Inc.

(Firm Name)

Sacramento, California hereby certify that information provided  
(County) (State)

herein is true and correct. This document was executed on this 11th day of September, 2024



(Authorized Signature)

Andrew Burnham

(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**NAME OF FIRM: Stantec Consulting Services Inc.DATE: September 11, 2024OFFICE(S) or BRANCH(ES): SacramentoCOUNTY: Sacramento

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                      |   |
|--------------------------------------|---|
| (1) Black or African-American        | (5) Native Hawaiian or Pacific Islander                 |
| (2) Hispanic or Latino               | (6) White   |
| (3) Asian                            | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native |   |

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1		3	2	6	1					29	16	1	4
Professional		2	3	9	11	10		2	1		16	28	4	6
A&E, Science, Computer		1	9	3	11	7					27	14	10	7
Technical			4	2		2					5	7	3	
Sales	1	1		3						2		2		2
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column	2	4	19	19	28	20		2	1	2	77	67	18	19
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Grand Total All Employees	278.00
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled			5	2	2		1			5	9		1
----------	--	--	---	---	---	--	---	--	--	---	---	--	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



**WORK FORCE REPORT – Page 3**NAME OF FIRM: Stantec Consulting Services Inc.DATE: September 11, 2024OFFICE(S) or BRANCH(ES): SacramentoCOUNTY: Sacramento

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

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Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

<b>Grand Total All Employees</b>	0
----------------------------------	---

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--



**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

**BB. WORK FORCE REPORT**

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**NO OTHER FORMS WILL BE ACCEPTED  
CONTRACTOR IDENTIFICATION**

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor  
☒ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Stantec Consulting Services Inc.

ADA/DBA: Stantec Consulting Services Inc.

Address (Corporate Headquarters, where applicable): 10220-103 Avenue NW , Suite 400

City: Edmonton County: Alberta State: Canada Zip: T5J 0K4

Telephone Number: (780) 917-7000 Fax Number: N/A

Name of Company CEO: Gord Johnston

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 2999 Oak Road, Suite 800

City: Walnut Creek County: Contra Costa State: CA Zip: 94597-205

Telephone Number: (619) 296-6195 Fax Number: N/A Email: askstantec@stantec.com

Type of Business: Engineering and Design Type of License: Business No. 3259819

The Company has appointed: Leah Armstrong

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: One Carlson Parkway, North, Suite 100, Plymouth, NM 55447-4440

Telephone Number: (763) 196-1002 Fax Number: N/A Email: leah.armstrong@stantec.com

- ☐ One San Diego County (or Most Local County) Work Force – Mandatory  
☒ Branch Work Force \*  
☐ Managing Office Work Force

*Check the box above that applies to this WFR.*

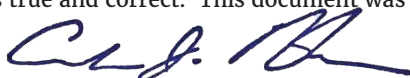
*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Stantec Consulting Services Inc.

(Firm Name)

Walnut Creek, California hereby certify that information provided  
(County) (State)

herein is true and correct. This document was executed on this 11th day of September, 2024



(Authorized Signature)

Andrew Burnham

(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**NAME OF FIRM: Stantec Consulting Services Inc.DATE: September 11, 2024OFFICE(S) or BRANCH(ES): Walnut CreekCOUNTY: Contra Costa

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                      |   |
|--------------------------------------|---|
| (1) Black or African-American        | (5) Native Hawaiian or Pacific Islander                 |
| (2) Hispanic or Latino               | (6) White   |
| (3) Asian                            | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native |   |

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial					1	1					12	9	5	4
Professional	1		5	2	3	6					11	18	5	4
A&E, Science, Computer	1	2	4		12	8					28	13	3	3
Technical				2	2	2					1			
Sales														
Administrative Support		2		1								3		1
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column	2	4	9	5	18	17					52	40	13	11
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Grand Total All Employees	175.00
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled		2	2			2					3	4		1
----------	--	---	---	--	--	---	--	--	--	--	---	---	--	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**NAME OF FIRM: Stantec Consulting Services Inc.DATE: September 11, 2024OFFICE(S) or BRANCH(ES): Walnut CreekCOUNTY: Contra Costa

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                      |   |
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	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Grand Total All Employees****0**

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

**BB. WORK FORCE REPORT**

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**NO OTHER FORMS WILL BE ACCEPTED  
CONTRACTOR IDENTIFICATION**

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor  
☒ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Stantec Consulting Services Inc.

ADA/DBA: Stantec Consulting Services Inc.

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City: Edmonton County: Alberta State: Canada Zip: T5J 0K4

Telephone Number: (780) 917-7000 Fax Number: N/A

Name of Company CEO: Gord Johnston

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 777 S Harbour Island Boulevard , Suite 600

City: Tampa County: Hillsborough State: FL Zip: 33602-572

Telephone Number: (619) 296-6195 Fax Number: N/A Email: askstantec@stantec.com

Type of Business: Engineering and Design Type of License: Business No. 3259819

The Company has appointed: Leah Armstrong

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: One Carlson Parkway, North, Suite 100, Plymouth, NM 55447-4440

Telephone Number: (763) 196-1002 Fax Number: N/A Email: leah.armstrong@stantec.com

- ☐ One San Diego County (or Most Local County) Work Force – Mandatory  
☒ Branch Work Force \*  
☐ Managing Office Work Force

*Check the box above that applies to this WFR.*

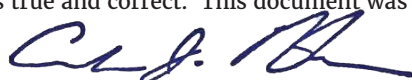
*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Stantec Consulting Services Inc.

(Firm Name)

Tampa, Florida hereby certify that information provided  
(County) (State)

herein is true and correct. This document was executed on this 11th day of September, 2024



(Authorized Signature)

Andrew Burnham

(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**NAME OF FIRM: Stantec Consulting Services Inc.DATE: September 11, 2024OFFICE(S) or BRANCH(ES): TampaCOUNTY: Hillsborough

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                      |   |
|--------------------------------------|---|
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	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1		2			1	1				20	8		
Professional	2	2	3	3	3	3					25	19	2	
A&E, Science, Computer			4		1						18	5	3	1
Technical	1		3								12	2	1	
Sales														
Administrative Support				1							1	4		1
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column	4	2	12	4	4	4	1				76	38	6	2
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Grand Total All Employees	153.00
---------------------------	--------

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled			1			1					3	7		
----------	--	--	---	--	--	---	--	--	--	--	---	---	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**NAME OF FIRM: Stantec Consulting Services Inc.DATE: September 11, 2024OFFICE(S) or BRANCH(ES): TampaCOUNTY: Hillsborough

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

(1) Black or African-American

(2) Hispanic or Latino

(3) Asian

(4) American Indian or Alaska Native

(5) Native Hawaiian or Pacific Islander

(6) White

(7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Grand Total All Employees**

0

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

**BB. WORK FORCE REPORT**

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED  
CONTRACTOR IDENTIFICATION**

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor  
☒ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Stantec Consulting Services Inc.

ADA/DBA: Stantec Consulting Services Inc.

Address (Corporate Headquarters, where applicable): 10220-103 Avenue NW , Suite 400

City: Edmonton County: Alberta State: Canada Zip: T5J 0K4

Telephone Number: (780) 917-7000 Fax Number: N/A

Name of Company CEO: Gord Johnston

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 1001 Lakeside Avenue East, Suite 1600

City: Cleveland County: Cuyahoga State: OH Zip: 44114-119

Telephone Number: (216) 454-9995 Fax Number: N/A Email: adam.obrien@stantec.com

Type of Business: Engineering and Design Type of License: Business No. 3259819

The Company has appointed: Leah Armstrong

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: One Carlson Parkway, North, Suite 100, Plymouth, NM 55447-4440

Telephone Number: 763 196-1002 Fax Number: N/A Email: leah.armstrong@stantec.com

- ☐ One San Diego County (or Most Local County) Work Force – Mandatory  
☒ Branch Work Force \*  
☐ Managing Office Work Force

*Check the box above that applies to this WFR.*

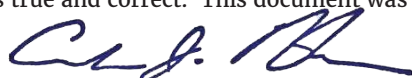
*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Stantec Consulting Services Inc.

(Firm Name)

Cleveland, Ohio hereby certify that information provided  
(County) (State)

herein is true and correct. This document was executed on this 11th day of September, 2024



(Authorized Signature)

Andrew Burnham

(Print Authorized Signature Name)



**WORK FORCE REPORT – Page 2**NAME OF FIRM: Stantec Consulting Services inc.DATE: September 11, 2024OFFICE(S) or BRANCH(ES): ClevelandCOUNTY: Cuyahoga

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                      |   |
|--------------------------------------|---|
| (1) Black or African-American        | (5) Native Hawaiian or Pacific Islander                 |
| (2) Hispanic or Latino               | (6) White   |
| (3) Asian                            | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native |   |

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial					3						9	7		
Professional	1										11	6	1	1
A&E, Science, Computer	1										21	9	2	1
Technical		1									2	4	1	
Sales				1										
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column	2	1		1	3						43	26	4	2
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Grand Total All Employees

82.00

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	1			1							6	4		
----------	---	--	--	---	--	--	--	--	--	--	---	---	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



**WORK FORCE REPORT – Page 3**NAME OF FIRM: Stantec Consulting Services inc.DATE: September 11, 2024OFFICE(S) or BRANCH(ES): ClevelandCOUNTY: Cuyahoga

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                      |   |
|--------------------------------------|---|
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| (2) Hispanic or Latino               | (6) White   |
| (3) Asian                            | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native |   |

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Grand Total All Employees****0**

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

**BB. WORK FORCE REPORT**

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED  
CONTRACTOR IDENTIFICATION**

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor  
☒ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Stantec Consulting Services Inc.

ADA/DBA: Stantec Consulting Services Inc.

Address (Corporate Headquarters, where applicable): 10220-103 Avenue NW , Suite 400

City: Edmonton County: Alberta State: Canada Zip: T5J 0K4

Telephone Number: (780) 917-7000 Fax Number: N/A

Name of Company CEO: Gord Johnston

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 810 Glen Eagles Court, Suite 300

City: Baltimore County: Baltimore State: MD Zip: 21286-223

Telephone Number: (410) 583-6704 Fax Number: N/A Email: austin.byers@stantec.com

Type of Business: Engineering and Design Type of License: Business

The Company has appointed: Leah Armstrong

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: One Carlson Parkway, North, Suite 100, Plymouth, NM 55447-4440

Telephone Number: (763) 196-1002 Fax Number: N/A Email: leah.armstrong@stantec.com

- ☐ One San Diego County (or Most Local County) Work Force – Mandatory  
☒ Branch Work Force \*  
☐ Managing Office Work Force

*Check the box above that applies to this WFR.*

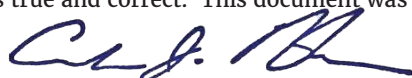
*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Stantec Consulting Services Inc.

(Firm Name)

Baltimore, Maryland hereby certify that information provided  
(County) (State)

herein is true and correct. This document was executed on this 11th day of September, 2024



(Authorized Signature)

Andrew Burnham

(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**NAME OF FIRM: Stantec Consulting Services Inc.DATE: September 11, 2024OFFICE(S) or BRANCH(ES): BaltimoreCOUNTY: Baltimore

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                      |   |
|--------------------------------------|---|
| (1) Black or African-American        | (5) Native Hawaiian or Pacific Islander                 |
| (2) Hispanic or Latino               | (6) White   |
| (3) Asian                            | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native |   |

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial				1							6	2	1	
Professional				1							9	3		
A&E, Science, Computer					1	1					4	4		
Technical			1		1						18	1		
Sales												4		
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column			1	2	2	1					37	14	1	
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**Grand Total All Employees**

**58.00**

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled											5	1		
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**NAME OF FIRM: Stantec Consulting Services Inc.DATE: September 11, 2024OFFICE(S) or BRANCH(ES): BaltimoreCOUNTY: Baltimore

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                      |   |
|--------------------------------------|---|
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| (3) Asian                            | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native |   |

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Grand Total All Employees****0**

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

**BB. WORK FORCE REPORT**

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**NO OTHER FORMS WILL BE ACCEPTED  
CONTRACTOR IDENTIFICATION**

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor  
☒ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Stantec Consulting Services Inc.

ADA/DBA: Stantec Consulting Services Inc.

Address (Corporate Headquarters, where applicable): 10220-103 Avenue NW, Suite 400

City: Edmonton County: Alberta State: Canada Zip: T5J 0K4

Telephone Number: (780) 917-7000 Fax Number: N/A

Name of Company CEO: Gord Johnston

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 229 Peachtree Street NE, Suite 1900;

City: Atlanta County: Fulton State: GA Zip: 30303

Telephone Number: (770) 493-0450 Fax Number: N/A Email: mike.holt@stantec.com

Type of Business: Engineering and Design Type of License: Business

The Company has appointed: Leah Armstrong

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: One Carlson Parkway, North, Suite 100, Plymouth, NM 55447-4440

Telephone Number: (763) 196-1002 Fax Number: N/A Email: leah.armstrong@stantec.com

- ☐ One San Diego County (or Most Local County) Work Force – Mandatory  
☒ Branch Work Force \*  
☐ Managing Office Work Force

*Check the box above that applies to this WFR.*

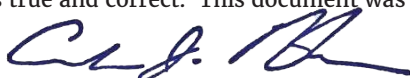
*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Stantec Consulting Services Inc.

(Firm Name)

Atlanta, Georgia hereby certify that information provided  
(County) (State)

herein is true and correct. This document was executed on this 11th day of September, 2024



(Authorized Signature)

Andrew Burnham

(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**NAME OF FIRM: Stantec Consulting Services Inc.DATE: September 11, 2024OFFICE(S) or BRANCH(ES): Atlanta, GACOUNTY: Fulton

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                      |   |
|--------------------------------------|---|
| (1) Black or African-American        | (5) Native Hawaiian or Pacific Islander                 |
| (2) Hispanic or Latino               | (6) White   |
| (3) Asian                            | (7) Other race/ethnicity; not falling into other groups |
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Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1	1									9	2	1	
Professional	3	4		2	1	3					4	3	2	2
A&E, Science, Computer	3		1		1	2					10	6		
Technical	2		1								1	2	1	
Sales		1				1						1		
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column	9	6	2	2	2	6					24	14	4	2
--------------------	---	---	---	---	---	---	--	--	--	--	----	----	---	---

Grand Total All Employees	71.00
---------------------------	-------

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	1										1	1		
----------	---	--	--	--	--	--	--	--	--	--	---	---	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**NAME OF FIRM: Stantec Consulting Services Inc.DATE: September 11, 2024OFFICE(S) or BRANCH(ES): Atlanta, GACOUNTY: Fulton

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                      |   |
|--------------------------------------|---|
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	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Grand Total All Employees****0**

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

## AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

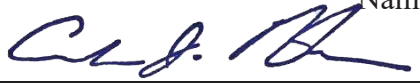
### CHECK ONE BOX ONLY.

- ☐ The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- ☒ The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN
See Attachment A - AA					

Contractor Name: Stantec Consulting Services Inc.

Certified By Andrew Burnham Title Vice President

 Name  
Signature Date September 11, 2024





# Tab B:

## Executive Summary & Responses to Specifications

# Tab B: Executive Summary and Responses to Specifications

## Title Page

**City of San Diego**

**Solicitation Number:** 10090190-25-A

**Request for Proposals (RFP):** Consulting Services for Independent Review of Water and Wastewater Cost of Service Studies and Rate Design

**Closing Date:** September 11, 2024 @ 2:00 p.m.

**Submitted by:**  **Stantec**

**Contact:** **Andrew Burnham** | Vice President

777 S. Harbour Island Blvd., Suite 600

Tampa FL 33602

(904) 631-5109

[andrew.burnham@stantec.com](mailto:andrew.burnham@stantec.com)



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# Executive Summary

The mission of the Independent Budget Analyst (IBA) is to provide clear, objective and unbiased analysis and advice to the City Council and the public regarding all legislative items bearing financial and policy impacts to the City of San Diego. Stantec Consulting Services Inc. has served the City of San Diego in that capacity for the past four years. The IBA is looking to continue working with an independent consultant to evaluate the cost-of-service study and rate proposals as they are prepared by the City's Public Utilities Department and its rate consultant (Raftelis). Specifically, IBA is seeking help reviewing any proposed changes to water and sewer rates focusing on accuracy, clarity and fiscal responsibility to ensure the lowest possible rates for customers while maintaining safe and reliable service. As leader of Stantec's Management Technical Consulting group and our financial services consulting team, I am writing to share our unique qualifications and to convey our great interest and enthusiasm in continuing to provide such assistance to the City.

## Deep Technical Knowledge

With 35+ professionals dedicated full-time to municipal utility rates and financial planning, Stantec is home to one of the largest such teams in the world. Our team has well over 400 years of combined experience, including literally thousands of financial and rate-related studies for more than 350 utilities and local governments throughout the country including water, wastewater, storm water, natural gas, and electric utilities. The senior members of our Financial Services team are key contributors to industry publications on cost of service and ratemaking and are routinely invited to make presentations and teach courses on the subject.

## Specialized Expertise in Complex Situations

We embrace the challenges facing our clients, including the special challenges associated with contested rate adjustments, difficult decisions, and intense public focus. San Diego's ratemaking process necessarily involves more complexity than standard rate studies, but the drivers and difficult constraints are common challenges for utility managers. We are accustomed to the demands inherent to the rate processes of large cities such as New York City and Washington DC, and large authorities such as the East Bay Municipal Utilities District and Jacksonville Electric Authority (now known as JEA). But the most important aspect of our relevant expertise is the ability to assist communities to reach defensible conclusions that best balance their often-competing policy objectives with a clear understanding of the current and long-term consequences of all possible alternatives.

## Quality Control/Quality Assurance

At Stantec, we aim to raise the bar on excellence. With our comprehensive quality program, we deliver services that have been through a detailed review, thereby limiting errors and omissions to provide you with high-quality deliverables. In fact, we have a dedicated quality control team member to perform reviews of all data, assumptions, and work products. We have the right approach to successfully deliver each task under this contract. From preliminary meeting to successful delivery, our project plan will minimize risk and increase quality. We know how important it is to keep everyone in the loop – that's why we have a strong process that creates clear and concise communication between all team members, stakeholders, and, most importantly, the City of San Diego.



### **In Summary, Stantec Uniquely Offers:**

- ✓ Long standing and intensive experience with public and private agency rate regulatory processes
- ✓ Nationally recognized stature in utility ratemaking for water, sewer, reuse, and storm water
- ✓ Deep involvement in the development of industry standard cost of- service and ratemaking practices
- ✓ Understanding of legal requirements, and the evolving legal landscape as applied to ratemaking in California
- ✓ Availability and commitment of senior staff with diverse and complementary personal expertise
- ✓ Supplementary senior and junior staff resources that can ensure timely completion of the review
- ✓ Demonstrated excellence in stakeholder inclusion, education, and communication
- ✓ A naturally collaborative project team that has successfully provided the requested independent rate services over the past four years, including presentations to the IROC and City Council, as well as conducting a separate Strength Based Billing analysis for the City's Metro Wastewater system
- ✓ Experience working with and reviewing Raftelis' models and work products developed for San Diego, which should further enhance efficiency
- ✓ Formal internal quality control and review process to guard against errors and improve the accuracy of work products
- ✓ Availability of engineering and other technical expertise to evaluate system characteristics, current and planned spending, and cost allocations





# A. Responsiveness to RFP

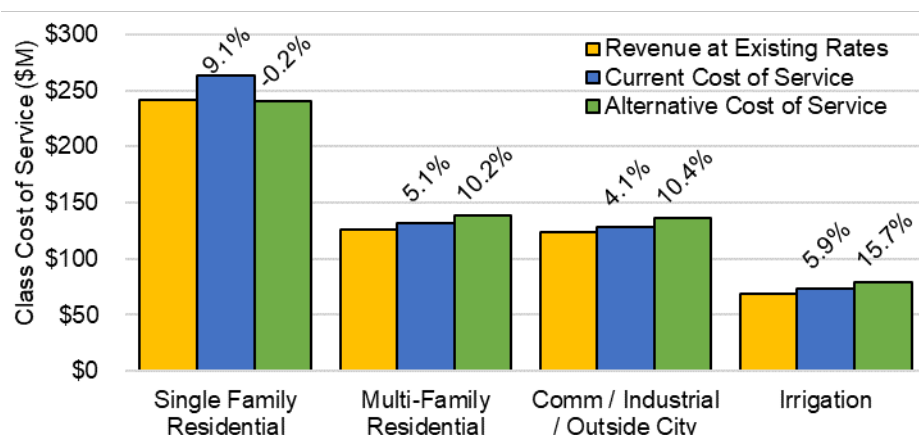
## Project Understanding

The City of San Diego has embraced an explicit independent review process to address cost-of-service studies and rate proposals developed by the City's Public Utilities Department (PUD). The independent review process requires the input from an experienced rate consultant to help the City's Independent Budget Analyst (IBA) provide clear, objective and unbiased analysis and advice regarding proposed rate changes.

Rate-related pressures facing the City remain significant. The financial requirements for operation, maintenance, rehabilitation and upgrades/improvements of major systems of urban infrastructure create burdens that can seem enormously difficult from many perspectives and often involve increases in rates and charges. Rate administration is a complex management and public policy process requiring the balancing of multiple competing ends including:

- Funding necessary expenditures for both operations and significant levels of required capital investment
- Genuine affordability limitations for significant segments of the served population
- Additional affordability concerns related to broader segments of the population with the potential to either undermine or enhance public support for rates and charges
- Business competitiveness realities, recognizing overall cost burdens, regional competitiveness, and the need for predictable and stable pricing practices
- Ease of understanding for residents and businesses
- Maintaining equity in cost recovery
- Simplicity in administration and understanding, relating both to cost effectiveness and community support
- Effectively communicating services provided through rates and charges to enhance community support
- Financial market considerations – maintaining PUD's ability to access funds for capital improvements
- Revenue sufficiency – without which the other objectives fall into irrelevance. **The utility must be adequately funded to provide safe and reliable service, but at the lowest possible cost.**

One of the most powerful strategies in our team's toolkit is a genuine commitment to transparency. The City's RFP exemplifies an open and transparent process that we believe is the most effective way to establish utility rates. Stantec demonstrated our ongoing commitment to transparency throughout our previous independent rate review engagement, providing clear, but detailed descriptions of our analysis and findings in presentations to the City of San Diego Independent Rates Oversight Committee (IROC) and to the City of San Diego City Council.







We will continue to provide the same level of services to enhance your ability to manage the open and transparent process you seek. This emphasis on transparency has also been evident in our work together on the Strength Based Billing consulting engagement, in which we have worked closely with various parties to share data, information, ideas, models and presentations. This experience has proven to show both Stantec's and PUD's ability to work collaboratively to produce the best possible outcomes in complex situations.

Even more fundamental than openness, our first objective is to increase understanding. For us to help disclose the important facts and empower the inclusive review process you need, we must first achieve a clear understanding of key data, assumptions, issues, processes, and the interconnected relationships between management and policy issues. We commit not only to helping the IBA by answering key questions and providing perspective, but by helping you to integrate your understanding of the ways in which these issues interact with one another.

As an example, during the prior review of the wastewater revenue requirements and financial plan, we identified that a potential opportunity existed to reduce some capital-related rate pressure by drawing down fund balances closer to their target level. While this recommendation was not implemented into the study at the time, the observation prompted insightful and productive conversations about near-term and long-term capital needs and balancing the various goals and objectives of PUD's financial and rate management. The biggest challenges only rarely relate to algebra, and almost always relate to conceptual errors, the presence of unstated or unacknowledged assumptions, or competing forces acting on the many decisions required of PUD leadership.

Similarly, it isn't only the level of rates required to support water and sewer services, it is often the structure of rates that can either relieve or exacerbate community concerns. We most frequently discuss community concerns as they relate to lower income residents (particularly multi-family renters), but any group of customers could develop concern over any element of a rate structure, so all aspects deserve careful consideration, justification, and documentation. During the prior study, we identified flaws in the calculation of customer class peaking factors resulting from challenges in analyzing bi-monthly billing data. We were able to propose an alternative approach that helped to better "normalize" the results of these analyses, thereby enhancing the mathematical and logical foundation for the City's water rates.

We recognize that the role of the independent review process is to help the City make the right decisions. The PUD is responsible for managing and operating the systems, including developing sustainable rate and funding approaches to meet operating and infrastructure investment needs. The IBA is responsible for reviewing and analyzing the PUD's proposals. The Council must make rate decisions. As we have provided in the past, our role will be to provide technical assistance, including:

- Independent review of cost of service and rate proposals for accuracy and compliance with industry practices and substantive requirements of Proposition 218
- Perspective from rate and user charge strategies used in other communities
- Analysis in response to IBA, Council and stakeholders' questions or comments
- Input and innovative solutions as might be beneficial from other rate proceeding processes
- Assistance in communicating the implications of any proposed changes in rates

We will help distinguish between differences or refinements with the potential to contribute to effective solutions or the building of support, and differences or arguments without material impact. In short, our understanding is that it would be our role **to independently assess the accuracy, clarity, and fiscal responsibility and appropriateness of any rate proposals and offer recommendations to City Council for their consideration.**



## Method of Approach

Our proposed scope of work follows closely the structure of your RFP:

### Task 1: Getting Started

More than a kick-off meeting, Task 1 provides the project's "infrastructure". We will take this opportunity to review study objectives, especially any changes in policy direction which may have changed from the prior assignment. We will finalize the work plan and identify project delivery milestones and an estimated schedule for deliverables. We will provide a thoughtful and focused data request. We have worked with the Raftelis models before, so we are confident that we will work easily with your rate consultant to obtain the necessary information without undue effort or re-work.

Task 1 also provides for our joint establishment of a communication framework. We propose to designate the same project manager (Ben Stewart) to be the lead point of contact for this effort. We endorse the bi-weekly updates you describe, but we also know from experience that there may be requests for analyses with particularly tight turn-around times that may require more frequent conversations at specific points during the review. Additionally, we will communicate (as appropriate) with your rate consultant for the benefit of the City. In no case will we want the City or any members of our team to wait for direction or resolution of an issue if a simple conversation could allow progress. We know that this project is about finding implementable rate solutions and we believe that open conversation is critical to achieve that goal.

### Task 2: Review Cost of Service

In Task 2 we will review the cost-of-service study and five-year financial outlooks for the water and sewer funds, as prepared by the City's rate consultant. Your RFP provided a useful list of high-priority topics which we won't repeat here, but we will affirm that our focus is to provide an independent review of material assumptions, methods, and results, not to attack or replicate the work that has been done.

Our role is to focus our assessment on the appropriateness of the cost-of-service study to provide an informed perspective to benefit the IBA, and City Council. The two fundamental considerations are:

- Our **experience in helping major water and wastewater utilities implement meaningful results** of cost-of-service projects, and
- Our **understanding of our role to provide objective professional support** and advice as we review the rate study and establish recommendations for appropriate changes to user charges.







Stantec's work with the City and the Metro Wastewater Joint Powers Authority (JPA) in the Strength Based Billing Consulting project is a great example of our collaborative approach to all consulting projects, and our intimate knowledge of numerous factors affecting the City's rate proposals. In this project, we have worked openly and collaboratively with both PUD staff, and the JPA staff and consultants, to share information, ideas, models, and solutions with a constant focus on the best possible outcome. Our understanding of the City's municipal and metro system will provide a unique perspective and depth of knowledge on the numerous forces acting on the City's wastewater utility, including but not limited to, updates to the metro billing system, Pure Water Phase 1 and 2, and the overarching cost structure of the City's wastewater utility.

### **Tasks 3: Evaluate Proposed Rates**

Both the level of rates and the structure of rates can lead to difficulties in implementation and management of municipal systems. First, any anticipated revenue "gap" must be analyzed, not just taken as a given. The drivers of this revenue gap can shed light on the most effective approaches to bridging that gap. The establishment of revenue requirements is fundamental to cost of service and rate setting processes. We will review the rate study's revenue requirements for appropriateness in rate setting using "execution percentages" from previous years. Recognizing the differences between budgeted and actual expenditures in previous periods provides a simple but powerful tool to help interpret revenue requirements for a rate study. No single metric provides a complete answer, so we will recognize peculiarities in past periods or as may be expected for the current planning period, but we will include any identified revenue "gap" in our review and provide our independent perspective on that important point. We will supplement this analysis with an assessment of common financial key performance indicators (KPIs) which can be benchmarked against rating agencies' guidance for revenue sufficiency. This will further quantify the adequacy of revenues in achieving the City's goal of financial sustainability.

Task 3 provides for the review of cost allocations to customer classes, the cost basis for rate tiers, consideration of alternative rate structures, and the process of seeking the lowest possible rates for customer while maintaining safe and reliable service. All of this is performed from the perspective of the City's policies and objectives regarding water and sewer rate levels and structures. California's Proposition 218 and other requirements constrain some cost allocation procedures, but professional judgement is still required to build linkages between key utility functions and the costs of meeting the demand characteristics of different customer classes and usage patterns. Our review will include not only the mechanical steps taken during the rate study but also the reasons supporting those steps and the implications of the outcomes on both the City and ratepayers.

We are aware of the recent Proposition 218 inspired court case decision in *Coziahr v. Otay Water District* (2024). We will also review any proposed changes to the tiered rate structure using our working understanding of the current judicial context and the recent case outcome, as well as potential pending California legislative responses.

Specific to the City of San Diego, we have of course been following *Patz v. City of San Diego* as it works its way through the State of California Court of Appeals relating to the level of specificity required in rate calculation assumptions and the development of tiered rates. We are not attorneys, but as requested, we will be pleased to meet with the City Attorney(s) to discuss alternative responses to resulting constraints on tiered rates and the impact on rate equity and fairness considerations in light of the *Coziahr* decision and the *Patz* case.

We routinely conduct sensitivity tests during rate reviews to identify key variables with the potential to generate material changes in the results for end-users. We will apply that same perspective to evaluate the impacts of key decision-points during the independent rate review, illustrating and documenting the results and suggesting alternative approaches if appropriate. Similar to our prior review, and recognizing we are not the owners and builders of the City's models, we propose to demonstrate high level potential impacts of our key recommendations on class-level cost-of-service results using the existing models, stopping short of calculating actual alternative rates.



We will compare the proposed rates to existing rates, previous rate proposals, and existing and previous cost-of-service studies. Putting rate proposals into perspective by comparing the rate study's recommendations to a variety of past rate structures and analyses is a valuable tool in assessing the overall fit of the proposed rates with the existing rate and institutional paradigm. Significant shifts can be warranted and even necessary, but they should be explained. Past opportunities for beneficial change might not have been possible when first proposed, but they could become possible now. We will help provide that perspective.

#### **Task 4: Ensure Previous Cost of Service Recommendations are Implemented**

As Stantec was the prior consultant for the independent rates review, we are extremely familiar with the recommendations made during our review of the previous cost-of-service studies for water and wastewater, which were contained in IBA Reports 21-14 (wastewater rates) and 23-07REV (water rates). We will be keen to ensure that these prior recommendations are followed in the next set of water and wastewater rate studies and if not, to carefully document their absence in our findings and recommendations.

#### **Tasks 5 & 6: Report and Advise**

Approximately three months after the release of the PUD's cost-of-service studies (one for water and one for wastewater), Stantec will prepare a final written report to document and communicate our independent findings. As requested, we understand that the focus will again be on determining the lowest possible customer rates while providing safe and reliable service and focusing on the factors that result in material impacts to customers or the City's level of risk exposure, while highlighting potential areas for improvement to bolster future studies. We assume that one written report will suffice if the water and wastewater rate studies are prepared concurrently but are prepared to produce separate independent rate review reports (one for water and one for wastewater) if the rate studies are prepared at different times.

Using our national perspective coupled with our understanding of California rate making and our experience with similarly sized water and wastewater utility clients, we will describe and document PUD's cost-of-service studies and rate proposals, provide our expert opinions on PUD's studies and rate proposals, and make recommendations for the City's best reaction to the proposal, whether to approve as proposed, implement an alternative, or revisit the study on the basis of new perspectives or information.

Prior to the release of PUD's cost-of-service study and rates proposal and if requested by the IBA, we will conduct an educational training session in coordination with the City. This training session will occur early enough in our engagement to prepare the City Council or City Council committee(s) to be better able to understand the report findings, the interactions between various policy goals, and financial and Proposition 218 constraints,

- **Preparing the City Council members** – We will conduct a focused training session to help the attendees prepare to review and understand PUD's forthcoming cost-of-service study and rates proposal. We frequently conduct training or "Rates 101" sessions for staff, elected officials, and citizen work groups and committees to explain and document rate processes, solicit meaningful feedback and input into key decisions, and to build support for implementable community-based solutions through inclusion. We will build on the positive feedback received following the training session during the prior review and will update our approach based on changes in the City's rates and the most recent rate-setting challenges and considerations facing utilities today.
- **Building our communication framework** – Because the training session will occur early in our engagement, we will make use of the opportunity to establish fluid communication practices with the IBA, and councilmembers. Rate conversations are necessarily detailed, and it can be challenging to communicate meaningfully in the face of large quantities of data and extensive jargon. Preparing for and conducting the training session will give us the chance to build a shared understanding of key issues in advance of the intensive analysis we will conduct when the cost-of-service study and rate proposals are released.



## Tasks 7, 8 & 9: Present, Interact, and Review

Our role in Tasks 7 through 9 is to help the City move forward and make the best use of both PUD's rate study as well as our independent review. We will:

- We will prepare two PowerPoint slide deck summaries summarizing our review, one providing detailed information with a focus on the IBA, staff, and City Council, and the other providing summary information targeted toward the public or other interested stakeholders.
- Attend public meetings and make our recommendations as requested, including three Council Committee meetings, and two City Council meetings
- Interact with City staff and Raftelis to obtain the information we need to conduct the analyses, and to support staff and other consultants as they complete their roles
- Review public input received by PUD or through public meetings and other events. We will evaluate and consider the information contained in this feedback to determine its potential applicability and relevance to the rate proposals and our recommendations, and to the decisions facing the City Council, and
- Conduct additional services as required by the IBA, including but not limited to presentations to the IROC if requested.

Our involvement in these meetings, presentations and public input processes will, enhance the understanding of the studies and proposals presented to the City, inclusive of feedback from myriad stakeholders. This level of understanding will be critical in promoting public buy-in through clear communication of the proposals throughout the Proposition 218 public involvement and voting procedures.

The most important and unique consideration in San Diego is not the size of your system, the complexity of rate or financial planning calculations, the magnitude of the utility's financial need, or the potential burden of rates and charges on the community. Your focus continues to be on adopting the lowest possible customer rates consistent with providing safe and reliable service. We will embrace your focus, and help you reach that goal.

## Task 10: Additional Services

If requested by the IBA, Stantec is prepared to conduct additional services outside of but related to the defined scope of the Request for Proposal for the independent rates review, including additional analyses, reports and public presentations.

### Stantec will:

- Provide our independent perspective,
- Document our findings,
- Communicate with the IBA, City Council, and others as appropriate, and
- Maintain our focus on helping the City implement beneficial change.





## B. Responses to Specifications

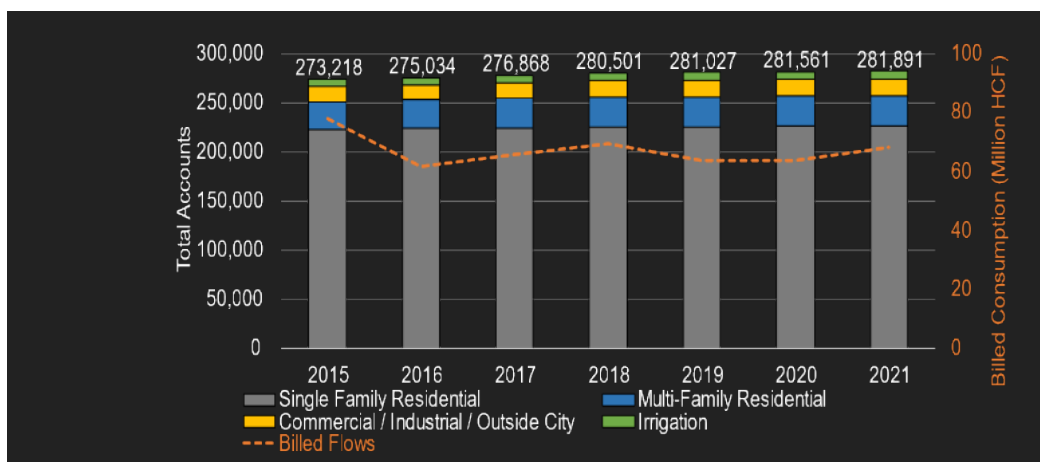
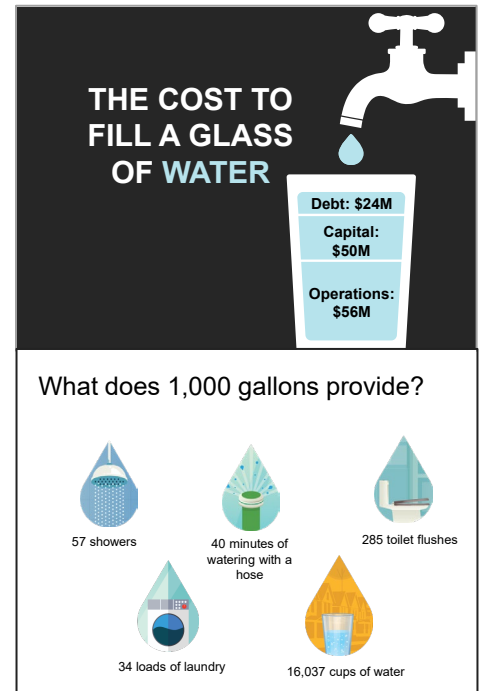
### Track Record with Comparable Utilities

Stantec has valuable experience in performing independent reviews and providing expert witness testimony in various states, as well as supporting our clients in litigation over rate and charge related issues. Our senior project team members continue to provide expert testimony on behalf of many of our clients. To give a recent sampling since our last proposal our senior project team members have assisted the City of Wilmington, Delaware including deposition before the American Arbitration Association regarding a case involving the City's methodology for allocating wastewater treatment costs and establishing wholesale sewer rates (2021), testified before the Indiana Utility Regulatory Commission on behalf of the city of Bloomington (2021) and the city of Marion (2023) relative to the cost of service and rate design aspects of proposed water rates and charges, testified in South Carolina on behalf of Mount Pleasant Waterworks and Sewer Commission in response to a lawsuit filed by an HOA regarding rates (2021); and on behalf of Metropolitan St. Louis MSD as part of administrative rate proceedings regarding the appropriate recognition of I/I costs in Rate proceedings (2022). As you are aware, our Project Manager, Ben Stewart, provided the City of San Diego with litigation support by being deposed in 2022 in the case *Marks vs. City of San Diego*. Yet other expert witness and testimony support by Stantec senior project team members is currently ongoing.

### User Friendly Presentations

As part of nearly all projects Stantec's Financial Services Practice completes, there is some element of presentation – for the staff, a governing board or the public. We also have extensive experience working with specific stakeholder groups to mitigate resistance to rates. We have often provided "Rates 101" style presentations to provide general overviews of the rates process in for decisionmakers nationwide and specifically addressing Proposition 218 methodology constraints and required adoption processes. We provided two such presentations in our last Independent Rate Review assignment, one to the Independent Rates Oversight Committee (IROC) and one to the City Council of the City of San Diego.

Additionally, we can test the Consultant's (Raftelis') results as needed by using do our own supplemental financial analysis using our Financial Analysis and Management Systems (FAMS) model. The stylized FAMS graphical interface was designed to create easy to read graphics that are well suited for inclusion in our presentations.







## C. Qualifications, Experience and Past Performance

### 1. Demonstrated Experience

The Stantec community unites more than 22,000 employees working in over 400 locations across the globe. Our local strength, knowledge, and relationships, coupled with our world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways. With long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe.

As a multi-disciplinary firm, Stantec has the unique depth of resources and diversity of subject matter expertise to ensure that any unanticipated needs can be met during the analysis. For the requested scope of services, senior members of Stantec's Financial Services Practice will be assigned to our project team. No joint ventures or subcontractors will be utilized on our team.

Stantec's Financial Services Practice is home to an impressive amount of experience and knowledge, including **35+ full-time professional rate consultants** who have completed thousands of financial and rate-related studies for nearly 300 utilities and local governments across the United States. It is this deep bench of experience that brings value to your project, including backup team members should additional resources be required. As a group, we work together and learn from each other's experiences. This combination of diverse backgrounds and experience has made us who we are today – **leaders in providing objective financial management services to local governments and utilities throughout the country.**

### Business Information

<b>Name:</b>	Stantec Consulting Services Inc. (Stantec)
<b>Headquarters:</b>	400-10220 103 Avenue NW Edmonton AB T5J 0K4
<b>Website:</b>	<a href="http://www.stantec.com">www.stantec.com</a>
<b>FEIN:</b>	11-2167170
<b>Primary Contact:</b>	Andrew Burnham, Vice President, Financial Services 777 South Harbour Island Blvd., Suite 600 Tampa, FL 33602 (904) 631-5109   <a href="mailto:andrew.burnham@stantec.com">andrew.burnham@stantec.com</a>

### Financial Services | By the Numbers

**400+**

Combined years  
of experience

**1.5K+**

Studies in the  
last 15 years

**50+**

Specialists in  
utility financial  
management

**>350**

Communities  
served

**\$8B+**

Debt supported  
in past 5 years



Stantec is uniquely qualified to perform the requested services because of the long history of experience in financial services focused on utilities and local government. Our team has **helped over 350 communities – including over 30 in California**. It may be useful to note that while we are a dedicated financial services practice, we are part of a larger water group in Stantec that supports the operations and design of water, wastewater, and stormwater utilities. We have a global engineering firm as a resource for any technical support needed during the study. That being said, Stantec's Financial Services Practice covers a broad range of financial issues for our clients, including:

### Rate Studies

- Water & Wastewater
- Solid Waste & Recycling
- Reclaimed Water
- Stormwater
- Electric / Gas
- General Government Services

### Cost-of-Service Analysis

- Wholesale/Outside-City rates
- Functionalized cost allocation
- Custom cost allocation modeling
- Regional cost-sharing models
- Customer class determinations
- Asset/rate base allocation

### Long-Term Financial & Capital Plans

- Setting financial goals and KPI's
- Managing reserve levels
- Bond feasibility plans
- CPI/Regulatory Compliance/AMP Integration
- Live scenario and sensitivity analysis
- Bond rating improvement plans

### System Development Fees/Capacity Fees

- Legislative and legal context awareness
- Buy-in fee development
- Incremental fee development
- Expert witness assistance
- Hybrid fee approaches
- Developer reimbursement plans

### Benchmarking

- Proprietary U.S. database
- 100 data points per record
- 50,000 financial metrics (current)
- Proprietary U.S. database
- 100 data points per record
- 50,000 financial metrics (current)

### Affordability

- Innovative approach (WARi®)
- Industry-changing technique
- Multi-year affordability metrics
- Innovative approach (WARi®)
- Industry-changing technique
- Multi-year affordability metrics

### Special Assessments

- Finding of Benefit
- Cost apportionment methodology
- Assessment methodology
- Finding of Benefit
- Cost apportionment methodology
- Assessment methodology



## 2. Understanding of Cost of Service and Rate Making Principles

The leaders in Stantec's financial consulting team are widely recognized as leaders in the municipal rate consulting industry. Among many industry-supporting services, we have:

- **Contributed to AWWA's primary water rate manual M-1** (Zieburtz, Burnham),
- **Contributed to WEF's wastewater rate Manual of Practice No. 27** (Malesky and Zieburtz),
- **Contributed to AWWA's alternative rate manual M-54** (Zieburtz),
- **Contributed to AWWA's capital financing manual M-29** (Burnham),
- **Contributed to AWWA's cash reserve policy report** (Burnham)
- **Conducted training for Michigan State University's Ratemaking Class** (Burnham),
- **Served as chair to AWWA's Rates and Charges Committee** (Zieburtz), and
- **Provided testimony and expert witness services** (Burnham, Malesky, Zieburtz, Stewart)

We come from a variety of academic and technical backgrounds, but we share a commitment to thoughtful cost allocations, customer class analysis, and rate design; and our combined track record is extensive. We have helped large and small communities address complex challenges such as:

- **Chesterfield County, Virginia** – where we developed customer class-based refinements to rate and connection fee schedules to reflect differing demand profiles,
- **Ann Arbor, Michigan** – creation of a new multi-family rate classification and utilization of its advanced metering infrastructure data to determine customer class specific maximum day and peak hour demands for utilization in customer class cost allocations,
- **Toho Water Authority, Florida** – evaluation and development of individual water budgets and tiered rates for non-residential reclaimed water customers, including implementation assistance.



### 3. Resources & Project Team

We have developed a project team of recognized industry experts to best serve the City of San Diego, as depicted on the organization chart. We propose to use most of the same staff from our prior study with the addition of two new consultants.

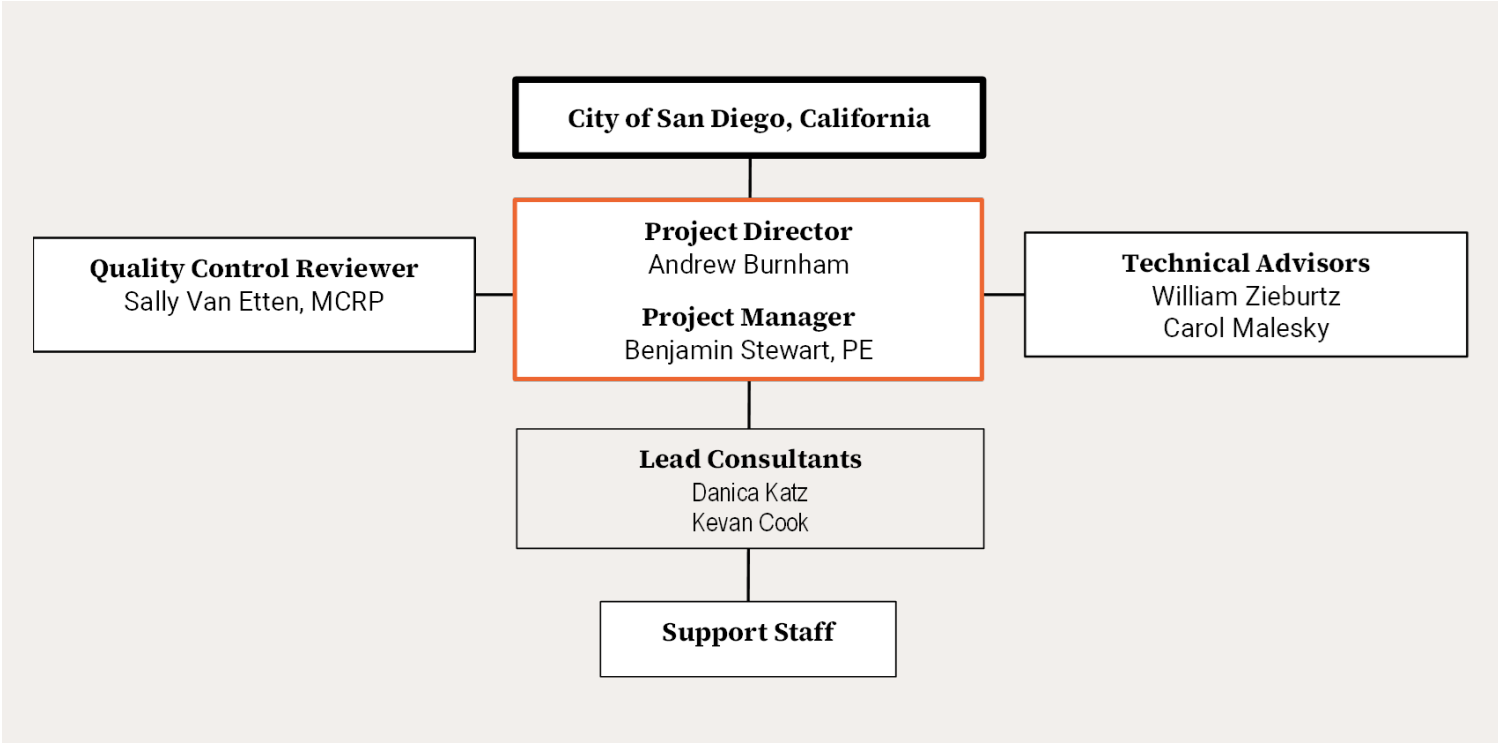
- Our senior advisors, William Zieburtz and Carol Malesky, have a history of working smoothly together, addressing issues in a consistent mutually supporting fashion. Our diverse experience allows us to react usefully to virtually any issue or consideration that might arise.
- Our project director, Andrew Burnham, is a recognized expert in water, sewer, and recycled water pricing strategies, and financial planning and reserve policies. Andy has extensive experience analyzing, implementing and explaining rate-setting decisions to meet stakeholder objectives and promote buy-in. Andy has been deeply involved in the prior independent rate review work for the City of San Diego.
- Our project manager will continue to be Benjamin Stewart. Based in Sacramento, CA, Ben will be the main point of client contact – communicating with the Independent Budget Analyst, Independent Rates Oversight Committee City, or others as appropriate; deploying forces; monitoring progress. He is an experienced consultant with a diverse background helping communities analyze complex issues such as detailed affordability analyses and of course, has specific experience and deep understanding of the City of San Diego water and sewer rates.
- We will have two lead consultants. Under Ben Stewart's direct supervision, Danica Katz will lead our water rates review analysis while Kevan Cook does the same for the wastewater rates analysis. (This is the same team that is currently conducting the water and wastewater rate studies for EBMUD.)
- A principal in the California practice, Sally Van Etten will provide quality control review of final products.

Together, we will be fully engaged and completely responsive. Additionally, please note that our designated San Diego project team is supported by a "deep bench" of talent at all levels, including analysts, consultants, and senior professionals. Further, because our professionals work collaboratively on multiple project teams, we are able to step in and provide backup support to one another promptly and cost effectively. Our full consulting team communicates and cooperates, preventing the creation of any siloed approaches or other barriers to collaboration.





Our resources represent a true value to the City. Our team has access to the right experience to address any issue that could develop, all from the same team, all with a demonstrated history of working effectively together. These resources combined with our prior experience and demonstrated knowledge from working with the City and the City’s rates consultant, will lead to an excellent level of service for your required independent review needs.



Resumes for our core team members are presented on the following page.



# Andrew Burnham

**Project Director**

**23 years of experience • Tampa, Florida**

As Vice President and Leader of Management and Technology Consulting at Stantec, Andy brings extensive experience conducting and overseeing cost of service allocations, financial planning analyses, and feasibility studies. His expertise includes rate studies, capital funding optimization, economic impact analysis, affordability analysis, business case evaluation, life cycle and replacement cost analysis, benchmarking, as well as technology planning and implementation. In the past five years alone, Andy has been involved with more than 500 studies for more than 150 local governments and supported clients in the issuance of more than \$4 billion of debt financing for projects. He has also provided expert testimony for utility-rate-related regulatory proceedings in multiple states and before the Federal Energy Regulatory Commission. Andy is actively involved in multiple industry groups and recently served as a contributing author in the latest edition of AWWA Manual M1 – Principles of Water Rates, Fees and Charges.

## EDUCATION

Bachelor of Business Administration, Lake Superior State University, Sault Ste. Marie, Michigan

## MEMBERSHIPS

Member, Florida Section, Government Finance Officers Association

Rates and Charges Committee, American Water Works Association

Financial Accounting & Management Controls Committee, American Water Works Association

Management Committee, Water Environment Federation

Member, Utility Resource Management Committee, The National Association of Clean Water Agencies

Trustee of the Management & Leadership Division, American Water Works Association

## PUBLICATIONS & PRESENTATIONS

Money Matters - Utility Cash Reserves, Journal AWWA, 2018 (co-author)

Paying for Stormwater - Engaging the Community, American Public Works Association Annual Conference (PWX), Orlando, FL, 2017.

Can Conservation Rates be Tied to the Cost to Serve?, American Water Works Association Annual Conference & Exposition, Philadelphia, PA, 2017.

Reclaimed Water Expansion: An Approach that Makes Sense, AWWA Annual Conference & Exposition, Philadelphia, PA, 2017.

Cost-of Service Based Conservation Rates, Evolving from Art to Science, Utility Management Conference, Tampa, FL, 2017.

## PROJECT EXPERIENCE

**Strategic Rate Advisory Services | Department of Watershed Management | Atlanta, GA | 2023-Present | Project Director**

Provided guidance and direction regarding options that would diversify revenue streams, optimize funding sources, enhance customer equity, improve affordability, and provide for a long-term financially sustainable future after the expiration of a municipal optional sales tax. Guidance provided included identification of peers for an in-depth comparative analysis of rate structures, identification of strategic modifications to existing fees based on industry experience, a sequencing or phase-in plan for each of the modifications, and technical guidance for various rate calculations. Some of the options identified included increasing fixed charges applicable to larger meters, the addition of a stormwater fee based on impervious service to fund DWM's cost of stormwater management, the addition of capital cost recovery fees, creation of an additional tier for water



pricing, rate indexing provisions, and evaluation customer assistance program enhancements.

### **Western Area Water Authority | North Dakota | Project Manager**

Andy served as the project manager on a financial feasibility study for the Authority as required by the 2017 legislature. As part of the study, our team quantified the amount of excess capacity available on a locational basis to evaluate the potential of firm and interruptible service offerings that would effectively change the Authority's primary role to more of a pure wholesaler of water to local private water companies. The study incorporated potential revenue from a new concession-based business model, with the intent of stabilizing cash flows and achieving financial sustainability to support continued domestic rural water supply in the area.

### **Fort Lauderdale | City of Fort Lauderdale | Fort Lauderdale, Florida | Project Director**

Andy served as project director for an integrated ten-year financial sustainability model of utility enterprise funds and airport, building, and parking special funds. The goal was to determine the current and projected financial condition of the City over a ten-year projection period and develop strategies to ensure financial sustainability that included cost reduction/containment measures and revenue diversification/enhancements. Where interfund transactions occur, the individual models are linked to reflect the flow of funds from and to each fund. The annual comprehensive financial sustainability analysis for the parking fund included the City's long-term plan for adequate parking supply and considered citizenry pricing sensitivity. The annual comprehensive financial sustainability analysis of the airport fund ensures it meets ongoing obligations such as budgeted operating expenses, capital improvements, existing debt service, and minimum reserve targets. The analysis incorporated contractual limitations of non-aviation revenues and the dynamics of FAA and FDOT grant funding for aviation improvement projects.

### **Town of Cary | Cary, North Carolina | Project Director**

Andy served as the project director of a multi-year, web-based FAMS forecasting model, leveraging the Town's existing Excel financial modeling tools, to aid in the ongoing General Fund financial planning efforts. FAMS modeling provided long-term projected impacts to 1) choose the appropriate timing of a \$225M voter approved bond referendum to pay for transportation and parks & recreation projects, 2) set goals for multiple level of service assumptions and 3) understand reductions to revenues stemming from COVID-19. Customized models were developed for spreading the voter approved bond issuance into four separate issuances. With enough reserves in place to cover the costs of design and initial build, the Town was able understand the benefit of delaying the issuance and relieving other constraints due to high levels of service and possible reductions to revenues from COVID-19. Customized modules were built to project the cost impacts of varying levels of service and simulate different degrees of revenue reductions from the COVID-19 pandemic. Models provided robust scenario-generating capabilities including property value forecasting. The Town could understand the necessary property tax adjustments when considering each potential level of service and each scenario of COVID-19 revenue impacts. Our FAMS model allowed exporting of several key outputs into formatted Excel workbooks demonstrating the details, such as, the tax rate impact by bond issuance to determine the cumulative tax rate and tax bill impacts to a set of predesignated properties under each scenario.

### **Capital Improvement Plan (CIP) Scenario Evaluation | City of Phoenix | Phoenix, Arizona | 2021-2023 | Project Director/Financial Analysis**

Andy supported activities including the verification and development of water rate scenarios and cost of service analyses. Additionally, Andy provided advice and oversight for the analysis of other rate-related considerations and made recommendations for budgetary adjustments. He has provided recommendations for rate setting process changes and



helped guide the implementation of new financial planning tools to integrate operational budgeting, financial reporting, demand forecasting, and capital planning functions.

### **Rate Study and Financial Feasibility Services | Detroit Water & Sewerage Department (DWSD) | Detroit, Michigan | Project Director**

The DWSD provides water distribution, sanitary sewage and stormwater collection services to nearly 700,000 residents in the City of Detroit. In 2013, a Federal judge awarded DWSD administrative quasi-independence from the City. Subsequently in 2016, water, wastewater, and stormwater regional system assets built by DWSD and serving 126 municipalities in seven southeast Michigan counties were bifurcated, or divided, between DWSD and the Great Lakes Water Authority (GLWA). Regional water and sewer infrastructure, as well as water and wastewater treatment facilities, are leased to GLWA. The bifurcation agreement between DWSD and GLWA includes a \$50 million annual lease payment for 40 years to replace and rehabilitate DWSD's aging water and sewer system. DWSD retains ownership of the regional assets, with maintenance and replacement responsibilities of its local infrastructure. As Project Director, Andy helped guide evaluating a lifeline rate to enhance affordability as well as evaluating a more equitable basis of sewer charges that considered outdoor water uses.

### **Union County, North Carolina | Project Manager**

Mr. Burnham has served as project manager for the County's water & sewer financial planning model and bond feasibility study. He developed the financial planning model to simulate the utility system's particular financial dynamics over a 10-year planning horizon, including the specific financial structure and flow of funds associated with the Bond Feasibility Study.

### **Water and Wastewater System Advisory | Harpeth Valley Utility District | Nashville, Tennessee | Project Manager**

Andy has served in multiple advisory roles to the District to address complex issues related to its multi-jurisdictional water and wastewater system. One of his first assignments was to customize a financial planning model to reflect the District's operations. He also worked collaboratively to create a financial forecasting tool in alignment with the current budgeting and capital planning processes.

### **City of Galveston | Texas | Project Manager**

Mr. Burnham served as the project manager for the City for a comprehensive water and sewer rate study. He developed alternative multi-year financial management plans and notably also assisted the City in making substantial rate structure changes designed to promote affordability for low volume users, conservation for higher volume users, and enhance conformance with accepted industry practices.

### **Peace River Manasota Regional Water Supply Authority**

Mr. Burnham has worked with the Authority for more than 10-years as the Project Director managing annual updates to the Authority's financial management plan in support of its annual budget-setting process, which ensures that the Authority is generating sufficient annual revenue to meet all of its requirements and that its rates fairly apportion its costs to its members/customer in accordance with the terms of its Master Service Agreement. Recently, Mr. Burnham directed the evaluation of system development fees for funding growth-related infrastructure (coordinating with local governments), as well as development of standby fees. Furthermore, he recently directed development of a feasibility report in support of refinancing approximately \$52 million of outstanding senior-lien debt.



## EXPERT WITNESS EXPERIENCE

Agency/ State	Year	Project Description
Arizona	2003	Testimony in Docket No. WS-01303A-02-0867, et. al before the Arizona Corporation Commission on behalf of the Town of Youngtown relative its utility provider's proposed increase in revenue requirements and rate adjustments.
Delaware	2021	Direct and rebuttal reports as well as deposition before the American Arbitration Association in Case No. 01-19-0000-8779 on behalf of the City of Wilmington relative to the basis and methodology employed by the City in allocating wastewater treatment costs and establishing wholesale sewer rates.
Federal Energy Regulatory Commission	2003	Testimony in Docket No. ER03-574-000, et. al, relative to appropriate cost of service allocations and pricing of short and long-term electric transmission service within and between regional transmission organizations, including utility revenue sharing mechanisms.
Florida	2004	Testimony in Docket No.: 04-0007-0011-0001 before the St. Johns County Water & Sewer Authority relative to the calculation of additional water rate revenue required to recover the return of and on water plant investments on behalf of a private, investor-owned utility (Intercoastal Utilities, Inc.).
	2009	Affidavit and deposition in Case No. 8:09-CV-01317-T-33MAP before the United States District Court, Middle District of Florida, Tampa Division on behalf of the City of St. Petersburg, Florida relative to the basis and methodology employed by the City in setting its wholesale sewer rates.
	2013	Affidavit in Case No. 12-3155-CAB before the Fifth Judicial Circuit Court in and for Marion County in support of the acquisition of and rate structure for a private water and sewer system on behalf of the City of Dunnellon.
	2022	Testimony in Case No. CACE22013802 before the Seventeenth Judicial Circuit Court in and for Broward County in support of the cost allocation methodology and capital funding plan for the stormwater management system on behalf of the City of Fort Lauderdale.
Indiana	2021	Rebuttal testimony in Cause No. 45533 before the Indiana Utility Regulatory Commission on behalf of the City of Bloomington relative to cost of service and rate design aspects of proposed water rates and charges.
	2023	Direct testimony in Cause No. 45838 before the Indiana Utility Regulatory Commission on behalf of the City of Marion relative to cost of service and rate design aspects of proposed water rates and charges.
Michigan	2003	Affidavit in Case No. U-13739 before the Michigan Public Service Commission on behalf of Consumer Energy in regards to the classification of electric transmission and distribution facilities of a service provider.
	2004	Direct and rebuttal testimony in Case No. U-13917 before the Michigan Public Service Commission on behalf of Consumer Energy in regards to electric transmission cost forecasting, rate structures and service types, current wholesale industry trends, and appropriate cost recovery mechanisms for local distribution companies.
	2016	Testimony in File No. 15-5343-AW before the Circuit Court of Lenawee County, Michigan on behalf of Gaslight Village Assisted Living, LLC in regards to the proper level of connection and benefit fees for Adrian Township applicable to the assisted living facility and other customers
	2018	Testimony in File No.: 14-006077-CK before the 26th Circuit Court for the County of Alpena, MI on behalf of Alpena Township as to appropriate water and sewer rates for service provided by the City of Alpena to the Township.
Minnesota	2019	Affidavit in Court File No.: 62-CV-18-2356 before the 2 <sup>nd</sup> District Court for the County of Ramsey, MN on behalf of the City of Saint Paul, Board of Water Commissioners, and Saint Paul Regional Water Services regarding the appropriate application of and methodology for calculating base fees and right of way recovery fees.
United States Virgin Islands	2007	Testimony in Docket No. 554 before the Government of the U.S. Virgin Islands Public Service Commission relative to the establishment of a wastewater user fee on behalf of the Virgin Islands Waste Management Authority. The testimony presented the basis for and methodology employed in calculating the user fee and supporting data.



# Benjamin Stewart

## Project Manager

14 years of experience • Sacramento, California

Benjamin works as a senior manager in the Management & Technology Consulting group of Stantec. Benjamin has experience assisting local government and utility clients to form strategic plans through advanced analyses of customer characteristics and water demands, business case evaluations, and financial planning and capital funding strategies. He is Stantec's lead consultant when addressing complex affordability issues with our enhanced WARI® methodology, and is the product manager for the Financial Analysis and Management System (FAMS), Stantec's cloud-based financial planning tool. His background in engineering and economics provides a well-rounded understanding of utility operations, capital planning and data analytics that is integrated into economic evaluations, affordability assessments, and financial planning and forecasting studies.

### EDUCATION

BS, Civil Engineering, University of Nebraska, Lincoln, Nebraska

MS, Environmental Engineering, University of Nebraska, Lincoln, Nebraska

MS, Mineral & Energy Economics, Colorado School of Mines, Golden, Colorado

### MEMBERSHIPS

Secretary - CA-NV, American Water Works Association

Member, American Water Works Association

### PROJECT EXPERIENCE

#### **Cost-of-Service Rate Study and Affordability Analysis | Northeast Ohio Regional Sewer District | Cleveland, OH | Senior Manager**

Ben was responsible for developing and updating financial planning models for the district. Specifically, financial planning models were developed to evaluate multiple capital, operating, and financing scenarios within the district's CSO program to determine the impact on debt financing and necessary rate increases. Ben was also responsible for reviewing a cost-of-service model and developing rate structures. Findings were summarized in technical reports, and multiple presentations were given to inform the district staff and board of the findings of the study. Ultimately,

recommended rate increases from the efforts were adopted by the district. Ben also led a detailed affordability analysis to determine impacts of rate changes to residential customers at the census tract level, and of potential increases in participation in the district's customer assistance program. The analysis used a range of affordability metrics to evaluate customer impacts, and the previously discussed financial model to test financial impacts to the district resulting from increased participation in the district's discount program.

#### **Strength Based Billing Consultant | City of San Diego - Public Utilities Department | San Diego, CA | Senior Manager**

Ben is the project manager responsible for client coordination, team management, stakeholder engagement, and City Council and Commission presentations. The Strength Based Billing project involves developing a new cost allocation and billing framework for the City of San Diego's Metro wastewater system used to provide treatment services to the City's municipal customers and the Metro JPA's 15 other member agencies. This update to the City's cost allocation and billing is motivated by a few key factors, including a need to update allocations from those developed 20+ years ago to reflect the current system dynamics, as well as the implementation of the City's Pure Water program, a potable reuse system, and similar





potable reuse programs under development by other member agencies. The Stantec team of financial and engineering experts are working with the City and JPA representatives to account for these and other factors in the creation of a new cost allocation scheme that will maintain revenue sufficiency while acknowledging usage and capacity characteristics of both the system and the served agencies will drastically change in the coming years.

### **Independent Water & Sewer Rates Review | City of San Diego-Office of the Independent Budget Analyst | San Diego, CA | Senior Manager**

Ben is the project manager responsible for client coordination, review services, stakeholder engagement, and City Council presentations/training. The independent rates review involves collaboration with the City's Independent Budget Analyst (IBA) and the Independent Rates Oversight Committee (IROC) to provide a unique, outside perspective on the City's water and sewer rate proposals currently under development by the Public Utilities Department (PUD) and their rate consultant. The Stantec team is responsible for reviewing PUD financial plans, cost-of-service analyses and rate design models for accuracy and veracity of rate setting principles. Areas of focus include, but are not limited to, reserve policies, demand forecasts and capital funding strategies in the PUD long-term financial plan; system functionalization, cost allocation, and customer characteristics in the cost-of-service analysis; and revenue sufficiency and adherence to Prop 218 constraints in the rate design model. Additionally, the Stantec team provided training to City Councilmembers to enhance the collective understanding of the process, requirements, and methodologies employed in calculating water and sewer rates to enable councilmembers to ask pertinent questions and make informed decisions about the proposed rates. The project helped enable the city to adopt rates that adhere to best practices, meet desired objectives, and are equitable and consistent with the requirements of Prop 218.

### **East Bay Municipal Utility District System Connection Charge Study | East Bay Municipal Utility District | Oakland, CA | Managing Consultant**

Ben led an extensive statistical analysis of water demands in the District's service area to evaluate a range of potential billing parameters for updates to System Connection Charges (SCC). The analysis included testing parameters such as building area, parcel area, indoor and outdoor areas, meter sizes, total rooms, bedrooms, and fixture counts to evaluate the statistical significance of differences in customer groups for each parameter. This analysis helped to inform conversations with District staff to weigh the equity considerations of preferred options with the administrative feasibility of implementing each. Ultimately, this analysis helped to refine demand estimates for every customer class, and of particular importance, provided statistical support to enable the District to offer a reduced charge per dwelling unit for multi-family housing units of less than 500 square feet per dwelling unit. This was seen as an important step forward in a service area grappling with housing shortages and affordability challenges.

### **City of Cleveland Water and Sewer Cost-of-Service Study | City of Cleveland | Cleveland, OH | Managing Consultant**

Ben led development of a service area affordability analysis and water and sewer demand model as part of the City's financial planning and water & sewer rate studies. The service area affordability analysis incorporated detailed billing data for all residential customers, compiled to determine typical bills for each census tract. This data was merged with income distribution data to provide a geospatial and quantitative analysis of water and sewer bill affordability throughout the service area. This analysis provided the city with a clearer understanding of the factors driving utility affordability, including income, rates, and consumption allowing the City to move forward with a plan to improve affordability through increased participation in assistance programs coupled with efforts to improve usage efficiency. The City's demand model was



developed using multiple years of detailed billing data, overlaid with census tract level housing and economic data, detailed land use information, weather data, and various other relevant data to analyze relationships between service area characteristics and water demands. Regression analyses were conducted and served to inform an easily updated Excel-based demand model for use in ongoing planning efforts.

### **City of Fullerton Water Rate Study | City of Fullerton | Fullerton, CA | Managing Consultant**

Ben served as managing consultant responsible for development of a comprehensive financial plan, cost-of-service (COS), and rate design study, including extensive engagement with a Water Rate Study Ad Hoc Committee, made up of City citizen representatives. This engagement with the Ad Hoc Committee consisted of eight meetings over 10 months to evaluate alternative financial scenarios and capital improvement plans. This process promoted buy-in from the community with citizen representatives, while meeting the financial and management goals of the City's public works department. This project was focused on addressing the City's extensive needs for reinvestment in their buried infrastructure. Development of the 10-year financial forecast focused on ensuring the ability to evaluate capital planning scenarios, flexing key variables including annual rates of pipe replacement, operating and capital reserve development, and a combination of capital funding alternatives. The COS and rate design process enabled the City to eliminate unnecessary or redundant customer classes while ensuring an equitable allocation of costs among customers with differing consumption characteristics.





# William (Bill) Zieburtz

**Technical Advisor**

**38 years of experience • Atlanta, Georgia**

Bill is an economist and management consultant experienced in economic, business process, and financial planning issues facing local governments and utilities. His diverse experience includes rate, cost of service, rate design, planning, regionalization, impact fee, valuation, financing and feasibility studies for water, wastewater, stormwater, and solid waste systems; evaluations of industrial pretreatment rates, program costs, and development of high-strength surcharges; and development and negotiation of utility acquisition, merger, and service contracts.

## EDUCATION

MS, Economics, University of Georgia, Athens, Georgia

Bachelors of Business Administration in Economics,  
University of Georgia, Athens, Georgia

## MEMBERSHIPS

Chair, Rates and Charges Committee, American Water Works Association

Economics Reviewer, Literature Review Committee,  
Water Environment Federation

Contributing Author, M-1 Principles of Water Rates, Fees,  
and Charges, American Water Works Association

Contributing Author, WEF Manual of Practice No. 27:  
Financing and Charges for Wastewater Systems, Water  
Environment Federation

## PROJECT EXPERIENCE

### **Water and Sewer Rate Study | City of Tempe | Tempe, AZ | Technical Advisor**

Bill served as a technical advisor for this rate study including the development of several alternative multi-year financial plans and corresponding plans of annual rate adjustments that were reviewed on-site with staff in an interactive setting. He guided detailed cost of service allocation analyses and rate design studies, which resulted in recommendations for adjustments to enhance the affordability of existing rates and promote conservation. The City desired to increase the accuracy and homogeneity of its customer class structure, but lacked the requisite data. Bill designed a technical study

approach and subsequently led a project to capture usable information on the relationship between water consumption and wastewater generation from different types of users, as well as re-structuring the City's extra-strength commercial and industrial customer classes.

### **Water and Wastewater System Consulting | Harpeth Valley Utility District | Nashville, TN | Technical Advisor**

Bill has served in multiple advisory roles to the district to address complex issues related to its multi-jurisdictional water and wastewater system. The first work emphasis was to customize the firm's financial planning model to reflect the district's operations and to collaboratively create a financial forecasting tool in alignment with current budgeting and fund management processes. Next, he led the development of a cost allocation framework to create an appropriate and justifiable allocation of costs between water and wastewater services, between retail and wholesale customers of each service, and between different retail customer classes. The cost-of-service analysis documented the need for some changes from previous procedures, and the rate structure analysis documented opportunities for improvements in equity and ease of administration.

### **Water and Wastewater Rate and Fee Study | Town of Lexington | Lexington, SC | Senior Advisor**

Bill has assisted the Town with a variety of assignments since 1995, including several water and sewer rate and



impact fee studies and extensive analysis of the financial impacts of a number of alternative capital improvement programs to expand the water and sewer service areas. He also performed a system acquisition analyses to analyze alternative acquisition prices for neighboring utility districts, conducted a wholesale rate study to help the Town to recover its fully allocated costs from services provided to neighboring jurisdictions, assisted in contract negotiations, and provided expert witness testimony in matters regarding the management of the Town's regional sewer system.

### **Water and Sewer Revenue Sufficiency Analysis and Bond Report | Town of Cary | Cary, NC | Senior Advisor**

Bill served as a senior advisor for a bond feasibility study, including the development of a multi-year financial forecasting model. The existing financial modeling tools were evaluated and resulted in implementation of our proposed modeling system. Stantec developed a multi-year forecasting model for the town's water and sewer system. The fee analysis aligned the town's fees with the state statutes.

### **Water and Sewer Cost of Service and Rate Design Study | City of Denton | Denton, TX | Technical Advisor**

Bill served as a technical advisor for a comprehensive cost-of-service and rate design study for the City's water and sewer utilities. The study included the development of a ten-year financial management plan, including identification of annual rate increases, amount, and timing of required borrowing to fund the capital program, establishment of proper reserve and debt service coverage levels. An important consideration was a rate stabilization reserve to address the issue of revenue volatility due to weather conditions and demand restrictions.

### **Cost of Service and Rate Design Study | JEA | Jacksonville, FL | Technical Advisor**

Bill is currently serving as a technical advisor for a multi-year contract with JEA. He is currently overseeing a comprehensive cost-of-service and rate design study to support the update of all fees and charges using more detailed data and granular allocation approaches to improve equity in cost recovery while considering affordability. We have also provided JEA leadership with perspectives and analysis regarding alternative approaches to extending sewer service to neighborhoods currently served by failing septic tanks. Additionally, we analyzed the costs of treating landfill leachate from the City of Jacksonville's two primary landfills. We documented the impacts at the Buckman facility, and provided a cost basis for use by JEA in discussing a significant increase in charges over what has been being paid. Our analysis also provided information on potential alternatives to the current arrangements, including on-site treatment at the landfill locations.

### **Water and Sewer Cost-of-Service Study | Henrico County | Henrico County, VA | Technical Advisor**

Bill served as a technical advisor for a recent study that developed a plan of annual rate adjustments to provide adequate revenues in the context of politically acceptable rates and affordability limitations. The study also included updating the level of existing connection fees and developing recommendations for changes to those fees to reflect current capacity costs and proportionate demands placed on the system by new customers while also ensuring the fees conform to all local and national industry practices as well as legal precedent. Finally, the study also included a review and recommendations regarding the cost-of-service studies that are prepared by the county for water and sewer purchased by the County of Hanover and County of Goochland and that are prepared by the City of Richmond for water purchased from the City of Richmond by Henrico County. These reviews were conducted to confirm that the cost-of-service studies reflect the terms of these contracts.



## Water System Capacity Charge Study | East Bay Municipal Utility District | Project Director

The East Bay Municipal Utility District (EBMUD) faces significant challenges arising from serving a rapidly growing community that is redeveloping old neighborhoods with new housing stock (especially multifamily housing redevelopment), and the need for additional investment to enhance EBMUD's resilience to drought. EBMUD utilizes Water System Capacity Charges (SCC) to recover appropriate shares of the costs of water distribution and water supply investments from new customers. Bill served as project director for a study to develop and improved methodology for EBMUD to use in updating its fee amounts, to better reflect an updated cost basis for the fees. The study included a

review of the procedures used to assess SCCs to individual applicants, with a focus on the feasibility of adjusting the fee schedule to reflect lower the demand profiles of smaller multi-family residential units. Similarly, the study incorporated enhanced water demand records and projections to better understand peak and seasonal effects, and to reflect that knowledge in EBMUD's SCC schedule. Seasonal demands and drought year water supply considerations are tremendously important in determining costs of water supply and infrastructure establishment, and so represent a significant improvement over comparatively generic average daily demands.

## EXPERT WITNESS EXPERIENCE

Agency/ State	Year	Project Description
Georgia	2024	Georgia, on behalf of Tift County in a dispute with the City of Tifton regarding the value of utility system assets
Georgia	2023	Georgia, on behalf of the City of Rome in a lawsuit with 3M and other parties regarding the cost impacts of PFAS contamination
Missouri	2022	Missouri, on behalf of Metropolitan St Louis MSD as part of administrative rate proceedings regarding the appropriate recognition of I/I costs in Rate proceedings
South Carolina	2021	South Carolina, on behalf of Mount Pleasant Waterworks and Sewer Commission in response to a lawsuit filed by Snee Farms HOA regarding rate
New Jersey	2013	New Jersey, on behalf of New Jersey American, for Cozen O'Brien, related to charges for high-strength wastewater discharges
South Carolina	2005	South Carolina, on behalf of the Town of Lexington, SC relative to utility condemnation and valuation issues
Georgia	2002	Georgia, on behalf of the City of Atlanta responding to a class action lawsuit filed by customers and Fulton County, Georgia



# Carol Malesky

Technical Advisor

28 years of experience • Cleveland, Ohio

Carol has over 25 years of expertise assisting water, wastewater, and stormwater utilities with financial analyses. She's managed dozens of utility financial planning, impact fee, and rate studies for utilities ranging from small water companies to large municipalities. She's also successfully facilitated workshops with multiple stakeholder groups. Carol has presented before numerous utility boards and city councils, and has contributed to various rate manuals produced by the American Water Works Association (AWWA) and Water Environment Foundation (WEF) rate committees, including the WEF green infrastructure implementation manual. As an economist, Carol strives to apply sound economic principles to management and financial consulting challenges for her water and wastewater industry clients. Working at Stantec focuses her abilities and the abilities of her team to best address clients' specific financial challenges from an economic perspective rather than an engineering perspective—she relies on the engineering team for that expertise. As project manager, Carol focuses on delivering the highest quality service in response to her clients' specific needs. She's dedicated to delivering useful tools for clients that help them not only during the current study but also lasting into the future.

## EDUCATION

MS, Agricultural and Resource Economics, Colorado State University, Fort Collins, Colorado

BS, Applied Economics and Business Management, Cornell University, Ithaca, New York

## MEMBERSHIPS

Member, American Water Works Association

Member, Water Environment Federation

## PROJECT EXPERIENCE

### Rate Consulting and Program Management Services | Toho Water Authority | Kissimmee, Florida | 2016-Present | Financial Services Manager

Carol has managed a wide range of financial consulting services for Toho. These services include helping Toho proactively manage long-term rate revenue impacts of its operational costs and capital improvement program funding through revenue sufficiency analyses. She managed the team that prepared system development charges and policy changes to equitably recover growth-related costs from new customers. Carol also helped

measure affordability key performance indicators and review Toho's customer assistance program options to enhance equity and affordability. Over the past few years, she has helped prepared financial modeling tools for Toho to evaluate the financial feasibility of integrating another utility's water and wastewater systems, which is currently in the implementation phase.

### Water, Reclaimed Water, and Wastewater Cost-of-Service Rates and Fees Study | City of Flagstaff | Arizona | 2023-2024 | Project Manager

Stante recently completed a comprehensive financial planning, cost-of-service, and rate design study for the City of Flagstaff Water Services. Carol served as the project manager for the 18-month study. Work included workshops with Water Services, the Water Commission, and City Council. Numerous alternative rate scenarios were evaluated with Staff and City Council. Carol also facilitated rate review sessions with the City's largest utility customers to assist in communicating the methodologies and results to those users most impacted by the results.



## **City of Worcester Financial Capability Assessment for Integrated Plan | Worcester, Massachusetts | 2018 – 2019 | Financial Consultant**

Carol managed the financial team's financial planning and affordability assessment for wet weather management costs for the City. Alternative LTCPs were evaluated in our FCA tools to evaluate the burden of the plans on the City's customers.

## **Rate and Fee Study | Castle Rock, Colorado | 2007 – present | Project Manager**

Initially, Carol managed the comprehensive water, water resources, stormwater, and wastewater rate and fee study, including system development fees, water resource fees, long-term financial plans, cost-of-service rate models, and water budget rate structure development. The stormwater development impact fee and rate calculation included a thorough review of impervious areas and costs of service. Carol completed annual updates to rate and fee studies including incorporating a new financial accounting system with chart of accounts, presented findings before Town Council, and participated in defending the fee approach before the Home Builders Association. Currently, Carol leads financial review services for CRW during its annual rates and fees study, providing policy, data, and methodology review.

## **Water and Sewer Rate Study | Albuquerque Bernalillo County Water Utility Authority | Albuquerque, New Mexico | 2013-Present | Project Manager**

Carol led the effort to help the Authority reach its water conservation goals by developing a new rate structure. She also helped the Authority revise its reuse water rates as part of its Water Resources Management Strategy and developed a long-term financial plan for its water and wastewater utilities. She continues to provide on-going support to develop utility expansion charges and asset valuations, wholesale water rates, and updating the cost-of-service models for water and wastewater rate development. Recent challenges facing the

Authority include funding aging infrastructure needs and communicating the need for increased user rates as a result to the Authority's stakeholders.

## **Financial Planning and Rate Studies | Omaha, Nebraska | 2009-Present | Project Manager**

Carol helped develop a long-term financial planning model that analyzed the impact of a CSO program on user charges. She analyzed costs of service by customer class and recommended a schedule of rate increases for a four-year period. Carol applied financial sustainability principles to financial planning, including fixed asset inventory updates to improve the accuracy of cost projections and impacts on user charges. She studied alternative affordability programs for wastewater customers and managed the most recent financial capability assessment that was presented to the Nebraska Department of Environmental Quality. The report and trademarked Weighted Average Residential Index (WARI) measure of affordability was used to assist the City in negotiating its long-term control plan (LTCP). Most recently, she managed a full review of cost-of-service to more appropriately allocate costs to the City's customer classes. She continues to manage on-going financial planning and rate studies for the City.

## **Financial Services As-Needed | Butler County Water and Sewer Department | Hamilton, Ohio | 1998 – present | Project Manager**

Carol managed water and wastewater utility capacity fee studies for the county. She developed alternative rate structures and a systematic evaluation process with stakeholders. Carol provides assistance in ongoing retail water and wastewater cost-of-service financial and rate analyses. She also assisted in a major wholesale water rate litigation with the County's water supplier, and provided litigation support and damages calculations for a water line break dispute.

## **Financial Services and Rate and Fee Studies | City of Englewood | Englewood, Colorado | 2019 – present | Project Manager**

Carol has completed water and wastewater system connection fee analyses, financial planning, and cost-of-





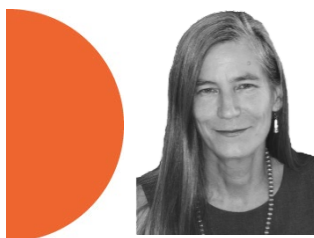
service rate studies for the City since 2019. She evaluated approaches to funding significant capital needs, including assisting the City with a successful WIFIA loan application. To allow for improved equity in the City, she helped evaluate alternative approaches to customer assistance programs and implementation of available funding. She manages on-going analyses of the City's rates to adjust for changes in costs, consumption, and revenues.

### **Financial Capability Assessment for Lynn Water and Sewer Commission | Lynn, Massachusetts | 2019 | Financial Consultant**

As part of Stantec's Detailed Design for the West Lynn Sewer Separation Project for the Lynn Water and Sewer Commission (LWSC), Carol led the preparation of a financial capability assessment (FCA) to evaluate the financial burden of combined sewer overflow (CSO) mitigation project costs. Long-term financial plans were developed for the LWSC's sewer system only to assess the financial impact of alternative capital improvement program (CIP) and operations contract scenarios on rate payers. This FCA presents the financial impacts of scenarios that consider investments in needed infrastructure in addition to Consent Decree (CD) requirements and preparation of an Integrated Plan, as well as likely increases in future operations and maintenance (O&M) costs.

### **Cost-of-Service Rate Study | Mobile Area Water & Sewer System | Mobile, Alabama | 2016-Present | Project Manager**

Carol managed a comprehensive cost-of-service study focused on wholesale customer rates. She also provided quality control and guidance in preparing a long-term financial planning framework for Mobile Area Water and Sewer System (MAWSS) in response to findings of a gap analysis. She assisted the team in workshops with Finance Committee members and MAWSS staff that facilitated long-term financial planning, explicit capital budgeting and reporting, concise reporting, timely Board input into budgeting, and allocations of costs between water and wastewater. Key performance indicators such as percentage reduction in O&M from prior years, revenues versus budgeted revenues by month, actual capital and expenditures versus budget are used to track the framework's effectiveness. Carol continues to manage the analysis of funding options for MAWSS' Master Plan.



## Sally Van Etten

Quality Control Advisor

24 years of experience • Walnut Creek, California

Serving as a principal on Stantec's water team, Sally brings 23 years of proven experience overseeing numerous complex water and wastewater rate studies. She has strong strategic planning, analysis, implementation, and communication skills and has researched and written more than 60 economic studies for use by local government clients. Her specific past expertise includes financial modeling and documentation of development impact fees, water, wastewater and groundwater rate studies, municipal fiscal analysis, economic studies done in conjunction with environmental impact reports, and other analyses pertaining to infrastructure funding. She excels at public presentations and explaining study findings in a way that effectively informs decision-makers. As quality control, Sally will leverage her public finance consulting experience and business analysis skills to help confirm your cost-of-service study meets both Stantec and industry quality standards, as well as EBMUD's expectations.

### EDUCATION

MBA, Business Administration,

Mills College

MA, Community and Regional Planning, University of New Mexico

BA, Political Science, Stanford University

### PUBLICATIONS AND PRESENTATIONS

Van Etten, Sally "Water Rates: A Consultant's Perspective." League of Women Voters of Southwest Santa Clara Valley. Campbell, CA, 2018.

Van Etten, Sally "Financing Options for GSAs. What Are Your Options to Leverage Your Funding?." Groundwater Resources Association's Western Groundwater Conference held in Sacramento, CA, 2018.

### PROJECT EXPERIENCE

#### **Wastewater Rate Study, Capacity Charges | West County Wastewater District | Richmond, CA | Project Manager**

As project manager, Sally oversaw a revenue sufficiency analysis study and update of sewer charges (rates) for the West County Wastewater District (WCW). Most of the district's major infrastructure was constructed over thirty years ago with Clean Water Act Funding and WCW

was planning for significant infrastructure upgrades and improvements. Stantec's Financial and Management System (FAMS) model was used extensively to model the rate impacts of various capital improvement plan projects and debt funding scenarios with the aim of arriving at sufficient but not overwhelming rate increases for customers. Sally also assisted with the review and recommendations concerning WCW's existing billing policies, fees for services and system development/capacity fees. In a follow-up assignment, she worked in conjunction with the district's legal counsel to help update and improve the district's capacity charge methodology.

#### **Water Rate Study\* | City of Dixon | Dixon, CA | Project Manager**

The City of Dixon (City) is served by two water providers, a private water company and the city. As the result of an engineering study finalized in March 2018, significant increases in capital improvement funding were identified as necessary to address long-deferred maintenance and other capital improvement needs. Sally served as project manager for a water rate study that was completed in conjunction with The Reed Group. She presented report findings at several City Council meetings that addressed concerns with the significant proposed rate increases. The rates were approved by the City Council and successfully adopted after a successful Proposition 218 noticing procedure.



### **Updated Water Rate Study\* | City of Sonoma | Sonoma, CA | Project Manager**

In 2018, Sally served as project manager for an updated water rate study for the City of Sonoma. The city's prior study was conducted in 2014. The study process included thorough reconsideration of key inputs to the water rates, including identifying key objectives for the rate study, reestablishing desired reserve funds and policies, incorporating results from a concurrent citywide cost allocation plan study, and careful consideration of appropriate water related Capital Improvement Plan (CIP) projects and project timing. The analysis team worked with City staff to determine an appropriate rate structure, which simplified or eliminated several rate tiers. Sally made four presentations to the City Council to update them on the progress and to solicit comments and feedback at key decision points.

### **Water Study\* | City of Lincoln | Lincoln, CA | Project Manager**

The City of Lincoln significantly changed its water rate structure in January of 2014, moving from a uniform rate structure to a relatively complex multi-tiered rate structure. These rates were based on a study, completed in October 2013, that predated findings in the San Juan Capistrano court decision published in April 2015 (Capistrano Taxpayers Association, Inc., v. City of San Juan Capistrano). Sally managed this challenging study for a former firm that was asked to prepare a new Financial Plan and Cost of Service analysis and to present the City with both uniform and simplified tiered rate options for consideration. She also prepared materials and presented regularly to meetings of a Water Rate Committee formed by the City to educate and solicit input from Committee members on the water rate study process, underlying financial plan and study assumptions, and rate structure preferences.

### **Sewer Rate Update Study\* | City of Hollister | Hollister, CA | Project Manager**

Sally served as the project manager for a sewer rate update study for the City of Hollister that was completed in 2017. The study revisited CIP costs and updated the cost-of-service analysis. As part of this engagement new capacity fees, which had not been updated comprehensively since 2005, were also calculated.

### **Water Study, Analysis, and Report\* | Patterson Irrigation District | Patterson, CA | Project Manager**

The Patterson Irrigation District (PID) is a relatively small agricultural water provider in the San Joaquin Valley that is fortunate to hold significant water rights. Historically much of the operating revenue for the district has been raised by sale of excess water to other water districts during drier years. With increasing climate variability, the general manager wanted to revisit the fee structure to assure a base level of funding sufficiency during all years, wet and dry. Sally managed this study, supervising the analysis and report production and presenting findings to the irrigation district board and constituent growers.

### **Capacity Fee Calculations\* | City of Roseville | Roseville, CA | Project Manager**

While at a former firm, Sally assisted the City of Roseville with capacity fee calculations for its recycled water enterprise. In even prior work, Sally prepared an update and a substantial methodological revision of the City of Roseville's (City) entire public facilities fee program. The effort included analysis of the existing fire facilities tax to determine if the City's facilities needs would be better served by retaining the tax or adding fire facilities to the other public facilities already included in the fee program.





## **Danica Katz** E.I.T

**Lead Consultant, Water**

**7 years of experience • Tampa, Florida**

As a consultant for Stantec, Danica brings experience performing financial modeling and rate studies for water and wastewater utilities. Her skills include developing and customizing revenue sufficiency, cost allocation and rate design models to assist clients achieve their financial goals and provide best possible solutions. Danica also has experience performing water and wastewater impact fee studies, wholesale rate analysis and financial benchmarking studies..

### **EDUCATION**

BS, Civil Engineering, University of Central Florida

MS, Management, University of Florida, Gainesville

### **CERTIFICATIONS**

Engineer-In-Training #1100020491, Florida Board of Professional Engineers

### **PROJECT EXPERIENCE**

#### **Water & Sewer Cost Allocation Analysis | City of Bismarck | Bismarck, ND | North Dakota | Financial Analyst**

Danica served as a financial analyst for this water and sewer cost allocation analysis. She identified all costs and revenue requirements associated with the provision of water and sewer service from the preferred financial forecast alternative. Danica analyzed the city's updated billing consumption records, AMI and GIS data, and service agreements, to confirm the customer classes and customer usage profiles/patterns to be evaluated for purposes of cost allocation & rate design. She allocated costs and offsetting revenue to identified functional components of each utility system and determine the unit cost of each function. Danica also performed customer impact analysis and presented the results to client.

#### **Water Cost Allocation Analysis | City of Marion | Marion, IN | Financial Analyst**

As a financial analyst, Danica performed a comprehensive water system cost allocation and rate structure analysis in support of proposed water rates. She developed a phased implementation plan to integrate recommended rate increases.

#### **Revenue Sufficiency and Cost Allocation Study | City of Hendersonville | Hendersonville, NC | Financial Analyst**

Danica served as a financial analyst for a comprehensive 10-year revenue sufficiency and cost allocation study for the city's water and sewer system. This project included the examination of historical operating expenses, growth and consumption trends, alternative capital improvement spending levels, debt service coverage ratios, levels of operating and capital reserves, and other financial policies/goals that affect the future revenue requirements of the city. A system development fee analysis was also conducted to develop water and wastewater fees based on appropriate methodology, review of assets, and capital improvement.



## **Water and Sewer Cost Allocation Study | Harpeth Valley Utility District | Nashville, TN | Financial Analyst**

As a financial analyst, Danica identified all test year costs/revenue requirements associated with the provision of water and sewer service from current financial model to conduct an updated cost allocation analysis for the water and wastewater system to inform potential rate adjustments.

## **Revenue Sufficiency and Cost Allocation Study | City of Palm Coast | Palm Coast, N | Financial Analyst**

Danica served as a financial analyst for a comprehensive 10-year revenue sufficiency and cost allocation study for the city's water, sewer, and reclaimed system. A detailed rate study was also completed to review current rate structure and implement any changes based on the City's goals. A system development fee analysis was also conducted to develop water and wastewater fees based on appropriate methodology, review of assets, and capital improvement.



## Kevan Cook

**Lead Consultant, Wastewater**

**9 years of experience • Baltimore, Maryland**

Kevan is a senior consultant for Stantec, with a background in business administration and analytics from the University of South Florida. Prior to Stantec, Kevan worked for the State of Florida in administration and disaster preparedness roles. He now has experience working with water, wastewater, and stormwater utilities, assisting in financial planning, analysis, and rate studies. Kevan's skills include developing and customizing long-term financial planning modules of our FAMS modeling system, cost allocation, and rate design models. Kevan has also been involved in bond feasibility studies, fire assessment studies, and general fund studies.

### EDUCATION

MBA, Business Administration, University of South Florida

### MEMBERSHIPS

Member, American Water Works Association

Member, Water Environment Federation

### PROJECT EXPERIENCE

#### **General Fund Revenue Sufficiency Analysis | Town of Cary | Cary, NC | Senior Consultant**

Kevan works as the senior consultant with the Town of Cary to support annual updates to the Town's financial model. This project involves numerous iterations and comparisons between proposed budgets and levels of capital spending. As part of this project, Kevan facilitated the creation and performs annual updates to the Town's web-based FAMS, including the development of various scenarios and custom deliverables.

#### **Water, Sewer, and Reclaimed Water Rate Consulting Services | Pinellas County | Clearwater, FL | Senior Consultant**

Kevan served as the senior consultant for a comprehensive water, wastewater, and reclaimed water rate study. This engagement included the development of a 10-year financial management plan, cost of service analysis, and rate design for the county's water and wastewater enterprise fund. The financial management

plan considered the county's level of capital spending, operating and capital costs projections, and an evaluation of performance as compared to key performance indicators. The cost-of-service analysis identified the costs to provide service by system function to guide the recommended rates for retail and wholesale customers. The rate design component included a diagnostic review of current retail rate structure to compare to industry practices, recommendations for improving cost recovery from fixed charges for water and sewer service and simplification of the county's reclaimed water rate structure. The county unanimously approved the recommended rates, rate structure, and corresponding multi-year rate adjustment plan.

#### **Stormwater, Water and Sewer Consulting Services | City of Tarpon Springs | Tarpon Springs, FL | Senior Consultant**

Kevan serves as a senior consultant, annually updating the city's comprehensive water and sewer and stormwater revenue sufficiency analyses. Kevan has developed 10-year financial management plans for the city's water and sewer, and stormwater enterprise funds. He has also participated in the calculation of water and sewer impact fees, and a total cost of ownership analysis done in support of legislative requirements.



## **Water and Sewer Revenue Sufficiency**

### **Analysis | Okaloosa County | Okaloosa County, FL | Senior Consultant**

Kevan serves as a senior consultant and annually updates the County's comprehensive water and sewer revenue sufficiency analysis. During these updates, Kevan develops 10-year financial management plans for the water and sewer enterprise fund and has helped with the calculation of updated water and sewer impact fees.

### **Stormwater Rate Study | Pasco County | Pasco County, FL | Consultant**

Kevan has worked as an analyst and consultant with Pasco County Solid Waste to complete multiple revenue sufficiency analyses (2019, 2021, and 2022), an impact fee analysis, and a solid waste fee structure review and feasibility analysis to evaluate potential modifications to the assessment and revenue collection methodology.

### **Revenue Sufficiency Analyses | Orange County Utilities | Orlando, FL | Project Consultant**

Kevan has served as a project consultant with Orange County Utilities Solid Waste, completing revenue sufficiency analyses in 2021 and 2023, as well as performing a cost of service analysis to determine the adequacy of current tipping fees as well as an evaluation of additional fees for services (such as a separate fee for mattresses).

### **Water and Sewer RSA | City of Annapolis | Annapolis, MD | Analyst**

Kevan performed a revenue sufficiency analysis for the Water and Sewer utilities of Annapolis, MD. Using budget and billing data provided by the city, Kevan built a 5-year financial model and helped the City understand what level of rate increases over a 5-year period would be necessary to sustain water and sewer operations and account for future capital spending.

### **Water and Sewer RSA and Utility Acquisition Analysis | Pasco County, FL | Senior Consultant**

Kevan serves as the senior consultant for Stantec's

water, sewer, and reclaimed water utility, public works department (stormwater, roads, dredging), and solid waste systems financial services work including rate studies, impact fee analyses, utility acquisition feasibility studies, and bond feasibility studies. For the water and sewer utility, he has conducted annual revenue sufficiency analyses from 2019 to present and comprehensive cost allocation and rate design studies in 2021 where he helped develop a four-year rate plan for the utility. He also leads the feasibility analyses guiding the county's potential acquisition of other utility systems. He also served as the lead consultant on a stormwater revenue sufficiency analysis which helped the county develop and update a 10-year financial management plan which has led to further action by the County in how stormwater capital projects are planned for and executed and performed a rate structure rate design analysis to help the county evaluate alternative stormwater assessment methodologies and fee structures.

### **Integrated Financial Sustainability Analysis and Fire Assessment | City of Cocoa | Cocoa, FL | Analyst**

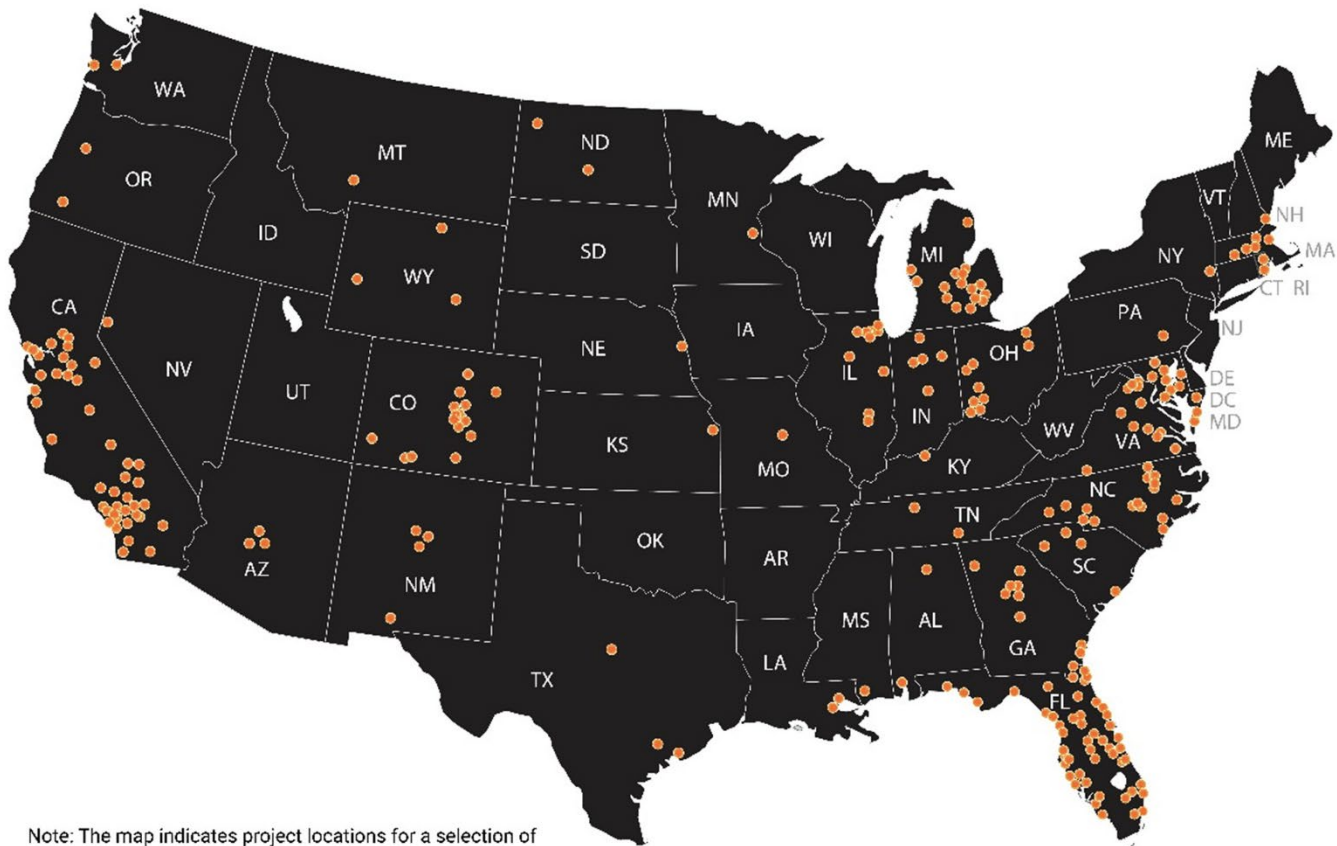
Kevan served as an analyst on the Stormwater Rate Study for the City of Cocoa including a revenue sufficiency analysis, cost of service analysis, rate structure modification, billing and collection methodology review, and implementation with the Tax Collector. He used the financial data provided by the city to create a model to project future financial performance and recommend rate increases. Kevan also helped perform an analysis that ultimately recommended a tiered rate structure for single family residential customer class and a measured based fee structure approach for non-single family customer class. As a result, the fee structure was modernized resulting in increased equity. The City choose to implement a non-ad valorem billing and collection method over the current utility billing due to ease of administration and an expected increase in collection rates.



## 4/5. References & Past Performance

This section presents project descriptions and reference information for recent and relevant work completed for five (5) similar municipal and utility clients within the past three (3) years. We encourage you to contact each of these references as they can speak to our experience and expertise in providing utility rate-related services as well as our ability to meet project budgeting and scheduling milestones.

*Our **expertise** has helped communities across the globe – including over **350+** diverse locations in the US alone.*



Note: The map indicates project locations for a selection of communities served. Not all communities are shown.



**Dates of Services: 2020 - Present**

**Project Team: Andrew Burnham,  
Benjamin Stewart, William Ziebertz**

**Client Contact: Mr. Jordan More  
(619) 236-6555; jmore@sandiego.gov**

**Contract Amount: \$200,000**

## Independent Rate Review

### City of San Diego, California

Significant rate increases coupled with ongoing conflict over cost allocations and complex state requirements led the City of San Diego to create an independent review function for water and wastewater rate setting. The City initiated an independent review to validate the need for future rate increases and improve the clear transparency of the City's rate review processes. The City chose Stantec to perform this newly established independent review function.

The need for the new independent review came about when the cost-of-service studies conducted by the Public Utilities Department (PUD) were deemed risky by some stakeholders. Being that they were performed by the local PUD, the studies were vulnerable to undue constraint because of the nature of the close connection to City staff processes and data. The San Diego City Council charged the City's Independent Budget Analyst (IBA) with the responsibility of managing an explicitly independent review process to address future cost-of-service studies and rate proposals developed by the City's PUD. The IBA supports the City's Independent Rates Oversight Committee (IROC), which serves as an official advisory body to the Mayor and City Council on policy issues relating to the oversight of the City of San Diego's PUD operations. This resulting web of complexity in creating a meaningful independent review process led the IBA to engage Stantec's expertise for providing clear, objective, and unbiased analysis and advice regarding proposed rate changes.

From many perspectives, the financial requirements for operation, maintenance, and rehabilitation of major systems of urban infrastructure create enormously difficult burdens. In San Diego's case, such an undertaking involved significant increases in rates and charges. Stantec's ongoing technical assistance to the IBA and the IROC is helped the City make the right decisions regarding system funding and the appropriate recovery of necessary system costs.

The PUD is responsible for managing and operating the systems, including developing sustainable rate and funding approaches to meet operating and infrastructure investment needs. The IBA, as supported by the IROC, is responsible for reviewing and analyzing the PUD's proposals and making far-reaching decisions that capture the diverse needs and requirements facing the City. Stantec provided technical assistance, including:

- Independent review of cost-of-service and rate proposals for accuracy and compliance with industry practices and substantive requirements of Proposition 218
- Perspective gleaned from rate and user charge strategies used in other communities





- Analysis in response to IBA, IROC, or Council questions or comment
- Input and innovative solutions as might be beneficial from other rate proceeding processes
- Assistance in communicating the implications of any proposed changes in rates

Our review focused on vetting differences or refinements with potential for contributing to effective solutions or the building of support versus differences or arguments without material impact. We diligently separated the two to deliver the most useful data. By independently assessing the accuracy, clarity, and fiscal responsibility and appropriateness of rate proposals, Stantec continues to help the IBA and IROC to build the context needed by City Council as its members contemplate further rate increases.

Stantec's ability to work with, but independently of, the PUD's rate model inspired the IBA and IROC's confidence in our detailed and thorough review. We met the need of a detailed, quantitative review without creating an associated need for developing an independent rate model.

Perhaps just as fundamentally, Stantec's open and interactive work patterns help interested parties successfully navigate complex issues. The high degree of scrutiny involved in San Diego's rate processes was smoothed by our ability to identify the critical assumptions, data, and procedures for effectively explaining the key findings to interested but non-technical audiences.

In addition to the independent rate review tasks, Stantec also provided the IROC and the City Council with an overview of water and sewer rate making basics. These early presentations helped decision makers to review and increase their understanding of rate making basic, preparing them to better understand our analysis and to raise issues and questions.



**“I thought it was incredibly valuable and it’s resulted in a better cost of service study.”**

**Vivian Moreno**, San Diego City Council Member.



**Dates of Services: 2022 - Ongoing**

**Project Team: William Zieburtz,  
Benjamin Stewart**

**Client Contact: Mr. Adam Jones**

**9192 Topaz Way, San Diego, CA 92123 |  
(858) 614-4030 | [jonesal@sandiego.gov](mailto:jonesal@sandiego.gov)**

**Contract Amount: \$250,000**

## **Metro Wastewater Strength Based Billing Consultant**

### **City of San Diego, California**

The City of San Diego Public Utilities Department (PUD), in collaboration with the Metro Wastewater Joint Powers Authority (JPA), Stantec, and JPA staff and consultants, undertook the "Strength Based Billing" project to update the regional cost allocation and billing framework for the Metro wastewater system. This project aimed to develop a new, transparent, and equitable cost allocation and billing framework that is easy to understand and fairly distributes costs among participating agencies (PAs).

Recent initiatives, such as the City's Pure Water advanced water purification program and similar projects by other participating agencies, necessitated an update to the existing inter-jurisdictional agreement. These projects, which focus on potable water reuse, have shifted the role of the Point Loma Wastewater Treatment Plant (PLWWTP) from a primary treatment facility to one that mainly handles peak flow events. This transition reduces the need for costly capital upgrades to meet secondary treatment standards at PLWWTP.

To ensure fairness and encourage future reuse opportunities, the project team conducted a thorough assessment of cost allocation factors. Key updates to the billing framework included the introduction of a fixed charge, cost recovery for regional brine sources, and the allocation of costs related to peak flow events.

The project was a highly collaborative effort, engaging a multi-disciplinary team from engineering, operations, and finance, along with representatives from the City and PAs. The team ensured transparency by jointly developing the cost allocation model through a series of workshops and presentations. These workshops allowed for in-depth review and input from system experts and stakeholders.

The resulting cost allocation and billing framework is a model of equity, efficiency, and transparency, aligning with the region's sustainable water management goals. The project serves as a reference for successful collaboration in maintaining fair billing practices while adapting to evolving water treatment and reuse strategies.





**Dates of Services: 2018 – 2022**

**Project Team: Andrew Burnham,  
David Hyder, Carol Malesky,  
Benjamin Stewart**

**Client Contact: Ms. Catherine Troy,  
Chief Financial Officer, Department  
of Public Utilities, 1201 Lakeside Ave.  
Cleveland, OH 44114 | (216) 664-2444 |  
catherine\_troy@clevelandwater.com  
Contract Amount: \$485,810**

# Water and Wastewater Cost-of-Service Study

## City of Cleveland, Ohio

Like many utilities around the country, Cleveland has experienced significant declines in per customer water use (3% to 5% annually) resulting in declining revenues. The City is also facing the immense system reinvestment needs (i.e. about 40% of the sewer collection system is at least 100 years old, costing \$4.4 billion to replace) that are placing pressure on the rate base, causing affordability concerns and heightened focus on fair cost allocations. While sewer collection service is limited to the City of Cleveland, the City's water system is the seventh largest in the United States providing service throughout the greater Cleveland region which includes over 2 million people.

Stantec was engaged in 2018 to perform a cost-of-service Study. We have recommended that the City phase out its sewer minimum charge while at the same time increasing its fixed base charge. These changes will reduce burdens on low volume users, enhance equity, simplify the rate structure, and improve revenue stability. We are also updating the City's cost of service allocations and district definitions to ensure that customers are charged equitable rates based on the cost to produce and deliver water to their respective location.

The City currently provides a homestead discount for homeowners aged 65 or older or disabled homeowners with income of \$33,500 or less. Additionally, customers with income equal to or less than 200 percent of the federal poverty level are provided with a 40% reduction in their water bills. Considering the programs of neighboring agencies and goals of the City, we are recommending several enhancements to these programs, including expanding the affordability discount to sewer bills. Additional benchmarking of rate structures, system reinvestment levels, and key financial indicators was performed for local as well as comparable systems that has been proven to be insightful to inform the City's future reinvestment targets, enhance its affordability programs, and explain differences in utility bills between communities.



**Dates of Services: 2024-Present**

**Project Team: Andrew Burnham,  
Benjamin Stewart**

**Client Contact: Mr. Stephen White,  
City of Tempe Public Works Business  
Manager, | (480) 350-8847 |  
stephen\_white@tempe.gov**

**Contract Amount: \$223,294**

# Water, Wastewater and Solid Waste Cost-of-Service and Rate Design Study

## City of Tempe, Arizona

We recently completed comprehensive rate studies for the City's water, wastewater and solid waste enterprises, inclusive of a multi-year financial plan, cost of service allocation, and rate structure analysis. We developed several alternative multi-year financial management plans and rate revenue adjustment plans. During interactive work sessions with staff, we examined the impact of various inputs or assumptions upon key financial indicators via graphical representations summarizing the results of the forecasting models under assumed conditions. In this way, we incorporated local information and management input as we developed the recommended financial management plan and corresponding multi-year plan of rate revenue adjustments for the City. As part of this financial planning process, we evaluated scenarios to understand the impact of removing glass from the City's recycling waste stream where it is a large net cost to recycle the material, increase the cost recovery of flood irrigation rate revenues to fully fund the flood irrigation program from customers, and ultimately producing a forecast that would help to maintain the City's strong credit rating.

We also completed a detailed cost of service allocations analysis for each utility where we reviewed test year revenue requirements, assessed billing determinants, allocated revenue requirements to functional categories and identified customer class responsibilities for the costs of each category based upon the appropriate characteristics of each class. This helped to maintain inter-class equity among customer classes in each utility based on the latest cost drivers and customer characteristics.

Finally, we reviewed the City's existing rate structure and developed modifications to ensure that the City's rates conform to accepted industry practice and reflect the appropriate distribution of system costs, while advancing its policy objectives. This led to an updated set of tiered water rates for single-family residential water customers, and an adjustment of the return flow factor from 70% to 80% for the single-family residential wastewater customers.



**Dates of Services: 2019 – 2021 (SCC Study); 2024 – Present (Rate Study)**  
**Project Team: Benjamin Stewart, William Ziebertz, Sally Van Etten**  
**Contact: Ms. Sophia Skoda**  
**sophia.skoda@ebmud.com**  
**Contract Amount: \$75,000 (SCC Study), \$350,000 (Rate Study)**

# Water System Capacity Charge (SCC) Study and Water and Sewer Cost-of-Service and Rate Design Study

**East Bay Municipal Utility District | Oakland, California**

## Water System Capacity Charge Study

The East Bay Municipal Utility District (EBMUD) is a public utility district which provides high quality water to approximately 1.4 million customers in the East Bay communities of the San Francisco Bay Area. Among the chief challenges facing EBMUD are the needs to serve a rapidly growing community that is redeveloping old neighborhoods with new housing stock (especially multifamily housing redevelopment), and the need for additional investment to enhance EBMUD's resilience to drought.

EBMUD utilizes Water System Capacity Charges (SCC) to recover appropriate shares of the costs of water distribution and water supply investments from new customers. The SCC program works in the same way as comparable programs in that it provides a mechanism to minimize the impacts of growth on the existing customer base. But EBMUD's SCC program differs from many other fee programs in that it recognizes differences in typical demand profiles and capacity costs across geographic sub-areas. EBMUD has been collecting SCCs since 1983. The SCC had been increased annually based on a construction cost escalation factor for over a decade. EBMUD engaged Stantec in 2019 to conduct a comprehensive review of the existing SCC fee methodology, followed by an analysis to re-establish the cost basis of the fees to ensure they adequately fund the cost to provide water infrastructure to serve future development.

The SCC Study included a comprehensive review of the methodology employed to calculate SCCs, as well as all procedures used to assess SCCs to individual applicants, with a particular focus on the justification and feasibility of adjusting the fee schedule to reflect lower the demand profiles of smaller multi-family residential units or other low water use situations. The water industry appropriately relies on "equivalent unit" approaches to manage multiple types of capacity related charges; EBMUD's interest in the potential to reflect the reduced demand characteristics of small residential units provided an opportunity for us to conduct to a fresh and thoughtful analysis on this issue of increasing importance to many utilities.





Similarly, we used enhanced water demand records and projections to better understand peak and seasonal effects and to reflect that knowledge in EBMUD's SCC schedule. Seasonal demands and drought year water supply considerations were tremendously important in determining costs of water supply and infrastructure establishment, yet most capacity charge programs lean heavily on comparatively generic average daily demands. Recognition of individual peaks, or seasonal or drought condition demand factors could have the potential to contribute to the development of a "next level" of beneficial differentiation and specificity in the allocation of costs to different types of new customers, as well as a meaningful enhancement in the equitable recovery of these costs through refined SCC approaches.

### **Water and Sewer Cost-of-Service and Rate Design Study**

Stantec is currently engaged with the District to conduct a comprehensive water and wastewater cost-of-service and rate design study. The study has involved detailed analyses of the District's financial and billing data to facilitate thorough reconsideration of the existing rates, particularly focusing on the tiered water rates and the viability of maintaining tiered rates given recent court decisions regarding the basis for tiered rates at other agencies in the state. The District's bi-monthly billing data required sophisticated methods to normalize the data to allow for estimation of max month demand factors, and AMI data from a sample of customers was used to estimate max day demand factors. Extensive conversations and analyses are currently underway to further bolster the foundation for the District's rate structures. (The study is ongoing, and rate proposals are scheduled to be finalized in early calendar year 2025.)



# Tab C:

## Cost/Price Proposal



## Tab C. Cost/Price Proposal

We have presented our cost/price information in the format required by the request for proposals:

Staff Member	Classification / Expertise	Task Area	Years of Experience
William Zieburtz	Director / Expert Panelist	Review and analysis of key issues and methodologies	38
Andrew Burnham	Vice President / Project Director	Overall strategic guidance and leadership on recommendations	22
Carol Malesky	Principal / Expert Panelist	Review and analysis of key issues and methodologies	28
Benjamin Stewart	Managing Consultant / Project Manager	Project communications, meeting deadlines, addressing key data items, and quality of deliverables	14
Kevan Cook	Consultant / Lead Consultant Water	Detailed analysis, testing data, tier determination, developing clear and usable output	9
Danica Katz	Consultant / Lead Consultant Sewer	Detailed analysis, testing data, strength analysis, developing clear and usable output	7
Sally Van Etten	Quality Control/ Quality Assurance	Detailed review of all deliverables	24

### Anticipated Stantec Staff Level of Effort and Total Budget

Stantec anticipates the following level of effort to conduct the tasks identified in the Request for Proposal. The total budget is estimated at \$189,525.

Item No.	Classification/Job Title	Hourly Rate
1	Director / Expert Panelist	\$375
2	Vice President / Project Director	\$425
3	Principal / Expert Panelist	\$325
4	Managing Consultant / Project Manager	\$275
5	Consultant / Lead Consultant Water	\$225
6	Consultant / Lead Consultant Sewer	\$225
7	Quality Control/Quality Assurance	\$300



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