

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH AMEC ENVIRONMENT & INFRASTRUCTURE, INC.**

THIS AGREEMENT is made and entered into this 1st day of April, 2015 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and AMEC Foster Wheeler Environment & Infrastructure, Inc., a Nevada corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to inspect the City's industrial and commercial facilities for compliance with Orange County's MS4 permit, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant's proposal (the "Proposal") attached hereto as Exhibit "A," and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City's Chief Executive Officer ("City CEO") or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed Forty-Nine Thousand Dollars (\$ 49,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or

the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "C," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 36 months, ending on April 1, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be

prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O

liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "D" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City CEO or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

AMEC Environment &
Infrastructure
121 Innovation Dr. Ste. 200
Irvine, CA 92617
Tel: (949) 642-0245
Fax: (949) 642-4474
Attn: ~~Timothy Simpson, PE~~
Hassan Amiri

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5222
Fax: (714) 754-5330
Attn: Fariba Fazeli

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "E" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from

any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which

Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with

respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

REDACTED

Chief Executive Officer

Date: _____

5/4/15

CONSULTANT

REDACTED

Date: April 17, 2015

Signature

Hassan Amini - Operations Manager, Irvine

Name and Title

REDACTED

Social Security or Taxpayer ID Number

ATTEST:

REDACTED



City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

REDACTED

City Attorney

Date: 04/17/15

APPROVED AS TO INSURANCE:

REDACTED

Risk Management

Date: 4/23/15

APPROVED AS TO CONTENT:

REDACTED

Project Manager

Nader Naderi

Date: 4/24/15

DEPARTMENTAL APPROVAL

REDACTED

Ernesto Munoz, Director of Public Services

Date: 4.27.15

EXHIBIT A
CONSULTANT'S PROPOSAL



1.0 Introduction

1.1 FIRM EXPERIENCE AND QUALIFICATIONS

AMEC Environment & Infrastructure, Inc. (AMEC) is a leading engineering, consulting and project management organization with more than 240 offices and more than 4,600 employees nationwide. Our team of professionals provides a full range of services to clients in a wide range of sectors including government, industrial and commercial, water, transportation, minerals and metals, oil and gas clients and clean energy. Our Western Region employs 950 staff and AMEC was recently ranked #6 in ENR's Top 500 Design Firms. Technical and support professionals are located in offices throughout the United States and Canada, with California staff located in our Irvine, Los Angeles, Riverside, San Diego, Santa Barbara, Corona, Oakland, Petaluma, Fresno, and Sacramento offices. This project will be managed out of our Irvine, California office, where we have more than 90 employees and the capabilities to perform all aspects of this project.

In 2008, Geomatrix Consultants, Inc. was purchased by AMEC Earth & Environmental, Inc. From the period of 2008 to 2011, Geomatrix Consultants, Inc. ran business as AMEC Geomatrix, Inc. In 2011, we officially became AMEC Environment & Infrastructure, and there are no planned changes to our name or structure in the foreseeable future. While our name has changed, the staff we propose to use on this project from our Irvine office remain unchanged. We propose utilizing the same specialists who have worked on the City of Costa Mesa, Department of Public Services/Engineering Division (City) projects, while offering the benefit of additional resources that a larger, diverse firm provides. The core team that has worked closely with the City for the past nine years remains committed to providing the same level of quality the City has come to expect.

AMEC has extensive experience in the types of services required to assist the City with this project. For more than 20 years, AMEC has provided storm water compliance services to a wide variety of clients, including municipalities, industrial facilities and the construction industry. We have successfully completed similar services as those requested in this Request for Proposal (RFP) for the City since 2004. Our southern California municipal clients have included California Department of Transportation (Caltrans); the cities of Santa Ana, Anaheim, Newport Beach, and San Diego; the counties of Orange, Los Angeles, and San Diego; and John Wayne Airport. Our experience with these clients has included National Pollutant Discharge Elimination System (NPDES) program support, assistance with development of procedure/guidance, database development and maintenance, review of operations and recommendation of best management practices (BMPs)/corrective actions, and specific technical support on industrial/commercial/municipal inspections.

Since 2003, AMEC has completed more than 7,000 inspections of industrial and commercial facilities in accordance with the County of Orange Phase I Municipal Separate Storm Sewer System NPDES Permit (MS4 Permit) and the County of Orange Drainage Area Management Plan (DAMP). These inspections have included verifying business information, reviewing operations and potential pollutant sources, evaluating BMPs, providing educational materials, answering programmatic questions from businesses, taking photographs, and documenting inspection findings in an Access database. In addition to the NPDES compliance inspections, over the past several years, AMEC has performed nearly 1,100 water quality complaint



investigations for the cities of Costa Mesa, Anaheim and Santa Ana. We developed detailed investigation guidance procedures and have worked with a variety of city departments and other agencies to successfully complete investigations. AMEC has developed hundreds of enforcement documents with appropriate corrective actions as a result of these investigations.

AMEC has performed several NPDES compliance and water quality projects for the County of Orange, including developing the storm water compliance programs for John Wayne Airport and the active and inactive landfills managed by Orange County Waste & Recycling (OCW&R). In addition, our team was recently selected for a new contract that includes providing on-call NPDES support for OCW&R. For these projects, we established appropriate storm water BMPs in accordance with regulatory requirements and performed routine audits, both to assess compliance status and to implement corrective measures as necessary. The work for John Wayne Airport also included cooperation with airport personnel to audit the operations and storm water BMPs of numerous tenants. AMEC also assisted the County of Orange implement their dry weather monitoring program. Field staff have collected water quality samples and performed field analysis in accordance with procedures developed by the County to conform to monitoring program requirements outlined in the DAMP. In addition, AMEC has assisted the County of Orange with revising the county-wide commercial/ industrial/municipal inspection training program by identifying program responsibilities/requirements, defining core competencies for authorized inspectors, and evaluating the effectiveness of the County's existing training programs.

AMEC's industrial storm water clients include airports, automobile recyclers, glass recyclers, battery recyclers, paint manufacturers, chemical batch processors, wineries, juice product packagers, school districts, truck maintenance and fueling operations, scrap metal recyclers, foundries, mines, and active and inactive landfills. Our experience with these clients includes all aspects of NPDES permit compliance, including planning and design of industry- and activity-specific BMPs, oversight of monitoring activities, interpretation of analytical and visual monitoring data, site audits, preparation of monitoring reports, and negotiation of compliance terms with the State Water Resources Control Board (SWRCB), Regional Water Quality Control Boards (RWQCBs), local municipalities, and third-party environmental groups.

We serve as the group leader for numerous storm water compliance groups representing several hundred facilities, and we routinely evaluate the status of storm water permit compliance and provide recommendations for corrective action when necessary based on site inspections or audits. Our staff has performed more than 1,000 inspections of industrial facilities regulated under California's Industrial General Permit (IGP). In addition, we have helped numerous clients develop storm water compliance programs in response to regulatory orders or legal challenges by third-party environmental groups. Our staff has also developed and performed hundreds of NPDES storm water compliance seminars throughout California for municipal and industrial clients.

1.2 PROJECT UNDERSTANDING

AMEC has a thorough understanding of the project scope and we have completed all aspects of the project for the City in the past. AMEC has also performed similar projects for other cities in Orange County, including Anaheim, Santa Ana, and Newport Beach. AMEC has performed more than 1,000 NPDES inspections of industrial/commercial facilities for the City and has assisted the City in completing municipal facility inspections. Our inspectors are familiar with the City, and our local office is located within just minutes of many businesses that require



inspection. We have extensive experience using the industrial/commercial facility inspection forms used by the City and we developed the database currently used to track inspection findings. Our expertise and lack of a "learning curve" related to the tasks requested in the RFP will provide efficiencies and cost savings that we believe is a key benefit to the City in light of the continued budgetary constraints on municipalities and ever-increased regulatory requirements for NPDES permit holders.

As requested in the RFP, our project team will conduct field inspections of commercial and industrial facilities to assess compliance with local water quality regulations and implementation of appropriate BMPs. We understand that the City has approximately 250 industrial and commercial sites that will require inspections completed by June 2013, approximately 3.5 months after the initial kickoff meeting. We also understand the City would like assistance with an updated prioritization of the industrial/commercial inventory following completion of these inspections. We have completed re-prioritizations for other cities in Orange County and understand the priority ranking criteria established in the DAMP. Our thorough understanding of the process will allow efficient completion of this task.

In addition to the industrial/commercial facility inspections, we will complete 11 municipal facility inspections. We have inspected numerous municipal facilities in Orange County and have previously assisted with inspections at the majority of the municipal facilities within the City, including fire stations, the fire training center, City Hall campus, and corporate yard.

We also understand that once the inspections have been completed, the City would like a final report including a summary of the work completed, a re-prioritized inventory, copies of all project related documents, and appropriate conclusions and recommendations.

Our experienced project team will provide the City with cost effective, efficient support that comes with years of experience successfully providing similar services and staying on the leading edge of regulatory issues in the state. Our experience and ability to provide services for all tasks described reduces administrative burden and costs for the City related to use of multiple consultants/subconsultants, while providing a dedicated point of contact to coordinate and complete requested tasks in a consistent, high quality, and efficient manner. The key personnel proposed to work on this project have a strong working relationship together as well as with the City and many other municipalities in California. The day-to-day management of the project will be performed by Matt Lentz, and Timothy Simpson will provide technical and management oversight.

1.3 PROJECT APPROACH

The following summarizes our approach for this project. We have successfully used this approach with other cities and, without exception, have met all necessary reporting deadlines.

Once the kick-off meeting occurs and a list of designated facilities is received from the City, AMEC will develop an inspection schedule to complete the 250 commercial/industrial facility inspections. Prior to beginning inspections, a notification letter will be sent to the businesses slated for inspection and inspectors will review historical inspection/enforcement records, if available, to become familiar with each site prior to inspection. Once businesses have been notified, AMEC field inspectors will begin the inspections. To facilitate efficiency and reduce travel time between inspections, inspectors will group daily inspections by geographic location. Each of our inspectors will also be equipped with a field inspector "tool box" that will include appropriate BMP and public education information to provide facilities. Information includes



BMP handouts and pamphlets developed by the County, California Storm Water Quality Association (CASQA) BMP guidance, and information on California's IGP. In addition, our inspector "tool box" includes pH paper, a digital camera, City-specific procedures and authorizations (if applicable), and copies of applicable NPDES permits (MS4, Industrial, and Construction). Our inspectors will distribute and document when BMP materials are provided to account for the educational outreach component of the inspection program. In addition, each inspector will photo document site conditions, if permitted by the business.

Once the inspection is complete, the inspection data entered into the database will be reviewed prior to finalizing. The existing City inspection form and database (previously developed by AMEC) was developed to properly document and collect information required by the Permit. As requested by the City, the inspection form includes at least the following information:

- Date and time of inspection;
- Inspector name;
- Facility name, address, SIC code based on visit;
- Approximate size of facility;
- Contact name and phone number of property owner;
- Lists of BMPs designed at the site and whether or not they are implemented;
- Observations and comments;
- Corrective actions, if required, along with prioritization items; and
- Geographical Information System (GIS) information for applicable businesses.

If requested by the city, completed inspections forms will be printed out at the end of each week and will be sent to each inspected facility. An electronic copy of the database, with completed inspection forms and photographs of each site, will be provided to the City with the final report described below. AMEC will also coordinate with City staff to complete the 11 municipal facility inspections. Municipal facility inspection forms will be filled out electronically and provided to the City in the final report prepared for the project.

The final project report will include the following components:

- Executive summary;
- Updated prioritization on current business based on DAMP criteria;
- Copy of the electronic database, completed inspection forms, and photographs;
- Hard copies of completed inspection forms with facility representative signature; and
- Conclusions, recommendations, and a list of facilities that require follow-up inspections.

The draft report will be submitted to City for review and will be finalized upon receipt and incorporation of comments.

To provide the City with qualified inspectors and maintain a high level of quality while completing a significant number of NPDES compliance inspections, the field inspectors proposed for this project have each performed hundreds of municipal inspections, including numerous inspections for the City. In addition, we have developed a training program that is required of all AMEC inspectors prior to performing NPDES inspections of industrial, commercial, or municipal facilities. Our project manager regularly reviews completed inspection forms and provides feedback as necessary regarding recommended BMPs and corrective



actions. As discussed earlier, we have also developed a field inspector "tool box" that provides our inspectors with information they need to efficiently and effectively complete the inspection and provide maximum outreach and benefit to the business.

Our inspectors are all English speaking and have effective communication skills for interacting with business owners, city employees, other agencies, and the public. They understand the importance of communicating clearly and concisely and acting in a professional manner as an agent of the City. AMEC is a diversified consulting firm with employees who speak various languages, including Spanish. In the event our inspector encounters a business representative unable to speak English, an English-Spanish translator will be available via telephone or, if necessary, in person.

To facilitate the safe completion of the inspections associated with this project, our staff are familiar with typical safety hazards associated with field inspections at various industrial, commercial, and municipal operations. When a serious hazard is present that prevents safe completion of a site inspection, the inspection will be stopped immediately and the City's Authorized Representative will be notified. Our field staff are all 40-hour HAZWOPER trained and are familiar with general safety precautions including the proper use of personal protective equipment (PPE), safe driving techniques, and traffic control. Field personnel will also adhere to site-specific safety requirements prescribed by the individual facilities being inspected and are equipped to wear hardhats, steel toed shoes, safety vests, safety glasses, ear protection, and other PPE as necessary.



2.0 Project Team

This project will be managed out of our Irvine office with field inspection staff located within minutes of many businesses scheduled for inspection.

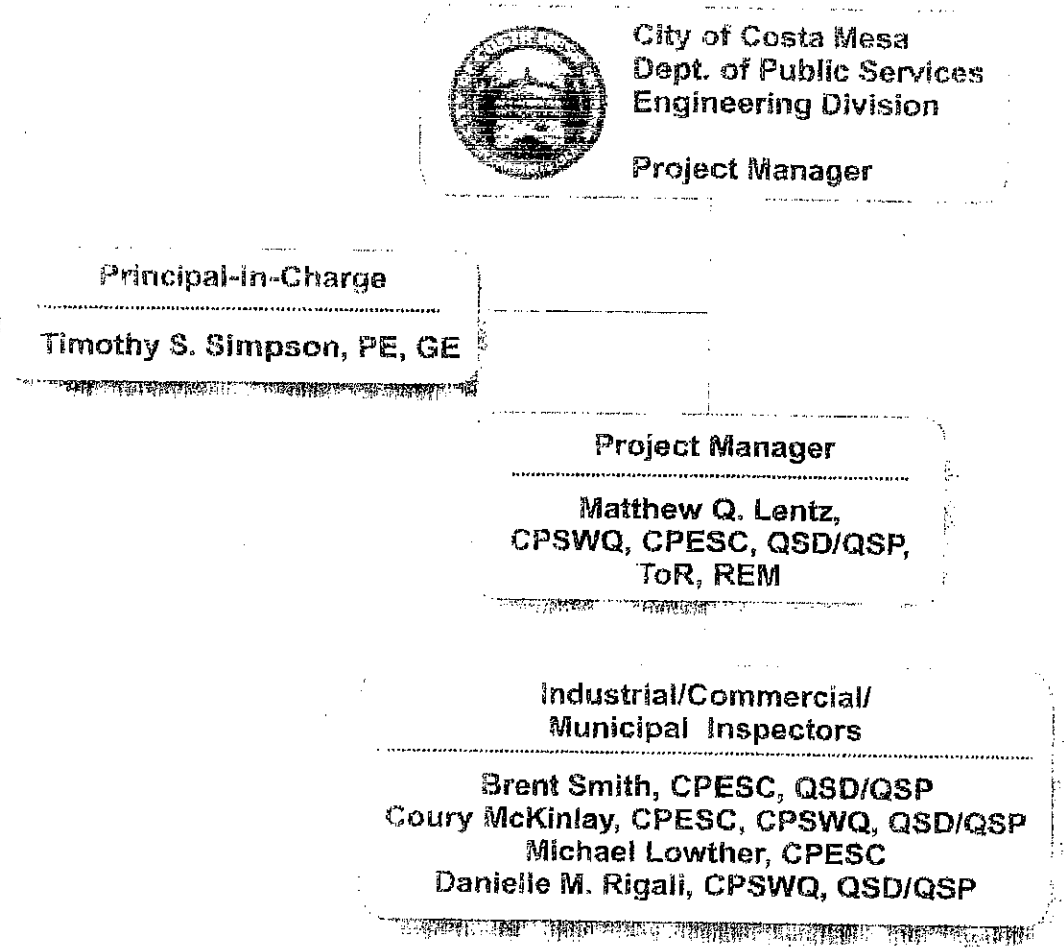
Timothy S. Simpson, PE, GE will be the principal-in-charge for this project. Mr. Simpson has more than 30 years of experience conducting environmental studies for a wide variety of multidisciplinary projects involving local, regional, and state regulatory oversight. Mr. Simpson has been extensively involved in establishing and implementing NPDES storm water compliance and monitoring programs and has assisted hundreds of industrial and municipal clients with all aspects of storm water compliance.

Mr. Simpson serves as the principal-in-charge for the majority of AMEC's storm water practice, including our municipal inspection programs. Over the past 25 years, he has assisted numerous monitoring groups with ongoing compliance efforts, including identification of appropriate BMPs, elimination of non-storm water discharges, and interpretation of analytical results from storm water monitoring programs. He has successfully negotiated storm water permit terms with the SWRCB and many RWQCBs and has provided the technical defense for numerous dischargers faced with third-party and criminal enforcement actions.

Matthew Q. Lentz, CPSWQ, CPESC, QSD/QSP, ToR, REM will be the project manager for this project. Mr. Lentz is currently managing a similar NPDES compliance inspection project for the City of Santa Ana, and managed our prior work with the City. He has a thorough understanding of Orange County's MS4 permit, the County's DAMP, the City's Local Implementation Plan (LIP), local water quality ordinances, and other NPDES program requirements (industrial, construction, and Caltrans). On behalf of the County of Orange, he provided training to representatives from more than 20 Orange County cities on industrial/commercial facility inspection procedures and the requirements outlined in the DAMP. Mr. Lentz has managed the completion of thousands of industrial and commercial inspections and nearly 1,100 water quality complaint investigations for the City of Anaheim. He has/is managing NPDES compliance projects for several of the largest municipalities in Orange County (including the cities of Anaheim, Santa Ana, Costa Mesa, Newport Beach, and County of Orange) and has been actively involved in several permit implementation work groups. In addition to his municipal expertise, Mr. Lentz has assisted hundreds of industrial and construction industry clients comply with various aspects of NPDES permit compliance, including evaluation and recommendation of BMPs, development and review of compliance documents, analytical data evaluations, review and comment on new regulations/permits, and regulatory agency interaction and support.

He is actively involved in a number of surface water quality organizations and is currently on CASQA's Executive Program Committee acting as co-chair of the Industrial Storm Water Subcommittee. He was awarded CASQA's distinguished service award in 2011 and most recently at the November 2012 Annual Conference. He is also a certified Trainer of Record (ToR), qualified to provide Qualified Storm Water Protection Prevention Plan (SWPPP) Developer/Qualified SWPPP Practitioner (QSD/QSP) qualification training under California's Construction General Permit (CGP).

Project Organization Chart



Brent Smith, CPESC, QSD/QSP will serve as an industrial/commercial inspector and database manager for the project. Mr. Smith has assisted the cities of Anaheim, Costa Mesa, and Santa Ana with the implementation of their NPDES compliance inspection programs. His responsibilities have included inspecting several hundred industrial and commercial facilities, responding to various pollution reports, designing a database to meet the DAMP reporting requirements, and assisting cities with the annual Program Effectiveness Assessment (PEA) report. Mr. Smith has developed comprehensive inspection tracking databases utilized by several cities in Orange County, and has provided ongoing maintenance and upgrade of these databases over the last two MS4 Permit terms.

Coury McKinlay, CPESC, CPSWQ, QSD/QSP will serve as an industrial/commercial inspector for this project. She has completed hundreds of industrial/commercial inspections for the cities of Costa Mesa, Santa Ana and Anaheim. She has also performed NPDES compliance evaluations for hundred of industrial sites throughout California, including airports, chemical and



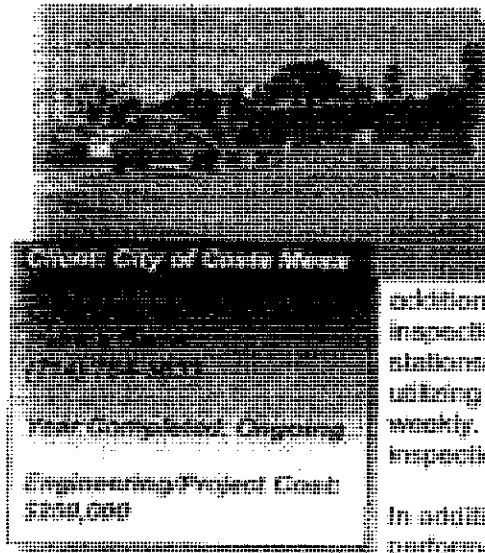
paint manufacturers, recyclers, and food products manufacturers. Ms. McKinlay has experience in a variety of field tasks including Phase I Environmental Site Assessments. Her experience includes a working knowledge in NPDES compliance inspections, SWPPP and Monitoring Prevention Plan (MPP) preparation, evaluation and recommendation of storm water BMPs, Water Quality Management Plan (WQMP) review and verification inspections, field monitoring, and interpretation of analytical results for monitoring programs.

Michael Lowther, CPESC will serve as an industrial/commercial inspector for this project. Mr. Lowther has performed more than 1,000 industrial/commercial inspections over the past eight years. He has worked for the RWQCB and has experience working closely with dischargers to assess water quality and identify appropriate streambed, riparian, and wetland mitigation measures and BMPs. Mr. Lowther is also familiar with the industrial, construction, and municipal NPDES permitting requirements as well as Orange County's MS4 Permit and the DAMP. Mr. Lowther has experience investigating various NPDES-related complaints and performing facility audits at industrial and commercial sites to evaluate facility compliance with RWQCB storm water requirements and with Orange County's DAMP. Mr. Lowther also regularly provides structural and non-structural BMP recommendations to industrial/commercial businesses and has written numerous WQMPs for businesses in Orange County.

Danielle M. Rigali, CPSWQ, QSD/QSP will provide as-needed NPDES program support. Ms. Rigali has more than six years of experience in a wide variety of environmental compliance programs for both federal and private industrial clients including air analysis/permitting, compliance audits, hazardous waste management, soil vapor remediation, groundwater monitoring and reporting, and storm water compliance. She has storm water site management experience conducting NPDES storm water monitoring, including sampling (site inspections, wet and dry observations, team management, sampler design/procurement, safety procedures), analyzing and graphic constituent results, inspecting industrial facilities and BMPs (annual comprehensive site compliance evaluations), performing GIS mapping, and creating/updating SWPPPs, MPPs and annual reports.

3.0 Project Descriptions

The following are projects reflecting similar scope items to those described in the City's RFP. As requested, we have provided reference information should you wish to gain a better understanding of AMEC's work abilities.



Industrial/Commercial NPDES Compliance Inspections and Dry Weather Investigation, Costa Mesa, California

AMEC has assisted the City of Costa Mesa with implementation of their industrial/commercial/municipal NPDES inspection program since 2006. AMEC has performed more than 1,000 inspections of industrial and commercial facilities and assisted the City in developing and maintaining a database to track inspection results. In addition, AMEC has assisted the City in performing NPDES inspections of municipally operated facilities (corporate yards, police stations, City Hall, fire stations). Inspections have been performed utilizing tablet computers in the field and inspectors upload data weekly. Use of tablet computers eliminates the need for hard copy inspection forms and provides instant data entry in the field.

In addition to industrial/commercial inspection services, AMEC performed a detailed dry weather flow study for the City. Storm

drain outlets in the major flood control channels were visually observed to document the presence of flow and the associated flow characteristics. If flow was observed, field analysis was performed and samples were collected. Field staff initiated upstream flow investigations when visual observation and field test results indicated potentially elevated pollutant levels.

City of Anaheim Phase I MS4 NPDES Program, Anaheim, California

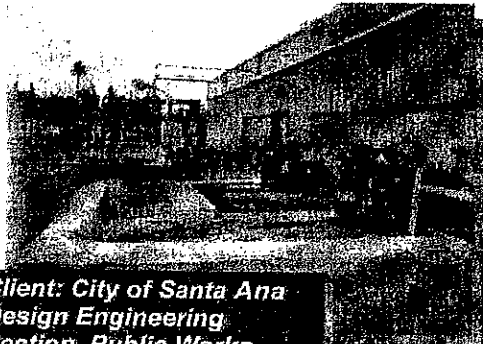
For the City of Anaheim, AMEC has assisted with the implementation of several aspects of the Phase I MS4 Permit program, including NPDES compliance inspections, construction site evaluations, guidance manual and procedure development, source investigation studies, WQMP reviews and inspections, and annual PEA reporting. AMEC developed a variety of procedures and guidance materials for the City's NPDES program, including guidance manuals/procedures on the implementation of the Illicit Discharge/Illegal Connection (ID/IC) program, industrial/commercial inspections, and WQMP verification inspections. We inspected thousands of industrial and commercial facilities to assist the City with Phase I MS4 permit obligations, including Orange County's DAMP and the City's LIP. Inspections included detailed BMP evaluations and recommendations, if necessary. AMEC regularly responded to NPDES-related complaints throughout the City and worked with responsible parties to develop/implement BMPs and corrective actions, as necessary. In preparation for a regulatory audit by the RWQCB, we also performed NPDES compliance inspections/BMP evaluations for the City's Public Works transportation maintenance yard, Anaheim Stadium, and the Honda Center. AMEC recently developed a comprehensive training program to assist City staff perform NPDES compliance inspections. The training program included a variety of modules, including guidance on California's IGP, BMP evaluations, potential pollutant sources, source tracking, and enforcement.

On behalf of the City, AMEC also provided review of SWPPPs and water pollution control plans (WPCPs) developed by contractors/consultants for municipal construction projects. Recommendations were provided related to BMP appropriateness and permit compliance. AMEC also performed several erosion and sediment control BMP evaluations for large re-development projects. On an annual basis, we worked closely with the City to prepare several sections of the annual PEA report, including construction, existing development, and ID/IC programs. We also developed the comprehensive inspection and compliance tracking database used by the City for industrial/commercial inspections.

AMEC is currently assisting the City in performing a pilot storm water infiltration study to assess potential impacts of storm water infiltration on groundwater. AMEC also helped the City secure the stimulus package funding through the Clean Water State Revolving Fund to perform the project. The primary project objective is to monitor the impact of storm water infiltration via a drywell on the groundwater beneath the corporate yard of the City's Public Utilities Division. Secondary objectives include meeting infiltration study requirements in the County's MS4 Permit, reducing flooding at the site, and augmenting the groundwater supply.



Client: City of Anaheim
Year Completed: Ongoing
Engineering/Project Cost: \$4.1 million



Client: City of Santa Ana
Design Engineering Section, Public Works Agency
Client Reference: Carlos Castellanos (714) 647-5630
Year Completed: Ongoing
Engineering/Project Cost: \$650,000

Industrial/Commercial NPDES Compliance Inspections, City of Santa Ana, California

AMEC has assisted the City of Santa Ana with implementation of several aspects of their Phase I MS4 NPDES permit inspection program for the past eight years. AMEC has performed thousands of inspections of industrial and commercial facilities and assisted Santa Ana in developing and maintaining a comprehensive database to track inspection results. Inspections involve evaluation of BMPs and distribution of educational materials to businesses. AMEC also performed re-inspections for facilities that were found to

be non-compliant. AMEC provides bi-weekly status reports regarding the number of completed inspections, new businesses encountered, and closed businesses. Inspections were performed in accordance with the City of Santa Ana's LIP, local water quality ordinances and Phase I MS4 Permit issued by the Santa Ana RWQCB. In addition to the facility inspection program, AMEC assisted with response, investigation and documentation of ID/IC complaints and completion of a portion of the annual PEA. AMEC has also developed and provided several trainings to staff on topics including NPDES permit compliance, CGP compliance, and

industrial/commercial NPDES inspections.



Storm Water, General Permit Compliance, Statewide, California

Over the past 15 years, AMEC has served as the technical consultant to 11 storm water monitoring groups, representing nearly 500 industrial dischargers located throughout California and permitted under California's IGP. The storm water monitoring groups include the School Districts Transportation Maintenance Yard Monitoring Group; Metals Recyclers Monitoring Group; Paper, Glass and Plastic Recyclers Monitoring Group; California Trucking Association Monitoring Group; Chemical Batch Processing Monitoring Group; California Paint Council Monitoring Group; National Juice Products Association Monitoring Group; Napa/Sonoma Area Wineries Monitoring Group; National Tank Truck Carriers Monitoring Group; International Warehouse Logistics Monitoring Group; and the American Association of Airport Executives Monitoring Group.

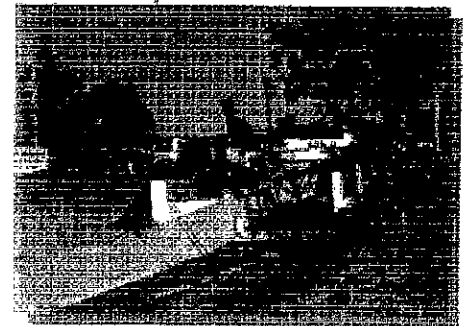
**Client: Dongell Lawrence
Finney LLP**

**Client Contact:
Mr. Richard Dongell
(213) 943-6100**

Year Completed: Ongoing

**Engineering/Project Cost:
\$3 million**

The services provided by AMEC for these monitoring groups include coordinating and overseeing analytical and visual monitoring of non-storm water and storm water, establishing appropriate and cost-effective industry-specific BMPs and guidance materials, developing and implementing storm water training programs, evaluating analytical and visual monitoring results, and preparing annual group evaluation reports. AMEC prepared compliance document templates (SWPPP and MPPs) for each monitoring group and regularly reviews and comments on documents completed by group members. Preparation of group evaluation/monitoring reports includes detailed statistical evaluation of analytical data from a group and facility specific perspective. Data are analyzed to assess whether there are apparent trends associated with the industry and to identify facilities with potential BMP deficiencies based on elevated results. A database was developed to track detailed information for each group member and is used to assess ongoing compliance. We perform BMP evaluations at nearly 100 facilities each year and provide site-specific compliance document and BMP recommendations. Our annual training seminars for each monitoring group include regulatory/third-party enforcement trends and detailed instruction on permit compliance obligations, including NPDES compliance document updates, BMP assessment and implementation, and analytical monitoring.



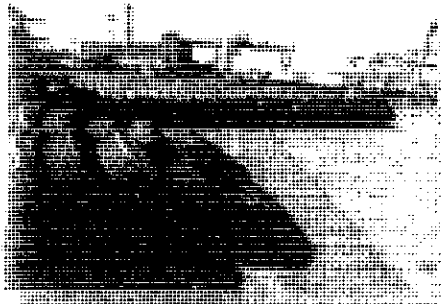
On behalf of these monitoring groups, AMEC prepared comments in response to proposed changes to the regulations for storm water discharges. Our comments have often included review and interpretation of existing storm water analytical data to support our conclusions. As an example, in response to proposed discharge limitations in a draft IGP, we compiled and statistically evaluated the post treatment discharge results from the International Storm Water BMP Database to assess the ability of storm water treatment technologies to achieve proposed discharge standards for industrial storm water discharges.

Tenant Outreach Program, Port of Los Angeles, Los Angeles, California

For this project, AMEC provided support to the Port of Los Angeles (Port) by conducting site visits for each of the Port's tenants, including more than 200 site visits/evaluations. These visits are part of an ongoing Tenant Outreach Program that has been underway since 2008 and is a pollutant control program element in the Port's Water Resources Action Plan (WRAP). The primary goals of this program include gaining a better understanding of tenant activities, identifying the types of assistance and resources needed by tenants, acknowledging activities



currently undertaken by tenants to reduce storm water pollution, and recommending additional BMPs and activities that tenants can take to further improve the quality of storm water runoff. The scope of work included the completion of follow-up summary letters for each site visited. These letters identified the Port's on-site observations, which included

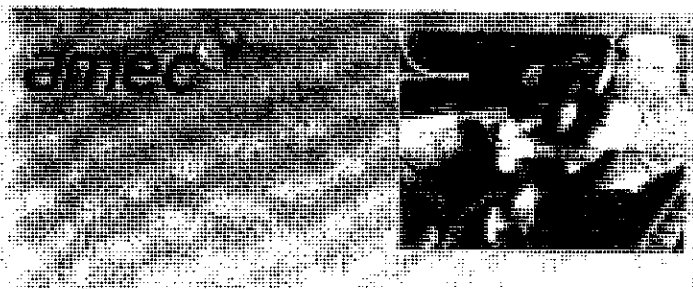


positive attributes and recommendations for site improvement or BMP implementation. Facilities visited included passenger and cargo terminals (including automobile, breakbulk, container, dry and liquid bulk, and warehouse/distribution facilities), rail service and equipment yards, passenger and ferry

Client: Port of Los Angeles
Project Description: NPDES Permit Group Monitoring
Year Completed: Ongoing
Engineering/Project Cost: \$150,000

terminals, Port O' Call Village (includes multiple restaurants and sportfishers), marinas, shipyards, yacht clubs, marine construction yards, sulphur plants, auto scrap yards, metal recycling yards, fish market and fish docks, towing and tug services.

The following table further demonstrates our experience providing relevant expertise to the City for their NPDES programming needs.



**Table 1
AMEC Project Experience**

	On-Call NPDES Program Support	Industrial NPDES Program Support	NPDES Program Reporting Assistance	Industrial/Commercial NPDES Site Inspections	Prioritization of Industrial/Commercial Inventory	Database Support for NPDES Program
City of Anaheim	●	●	●	●	●	●
City of Costa Mesa	●	●	●	●	●	●
City of Santa Ana	●	●	●	●	●	●
City of San Diego	●	●	●	●	●	●
Los Angeles County Sanitation Districts	●	●	●	●		
Los Angeles County Office of Education	●	●	●	●		
Metropolitan Water District of Southern California	●	●	●	●		
County of Orange	●	●	●	●		
County of San Diego	●	●	●	●		●
John Wayne Airport	●	●	●	●		
Port of Los Angeles	●	●	●	●	●	●
Port of Long Beach	●	●	●	●		
Industrial NPDES Permit Group Monitoring Program	●	●	●	●		●



4.0 Project Schedule

Task	Estimated Completion Date
Notice to Proceed Issued by The City	February 12, 2013
Project Kick-Off Meeting	March 1, 2013
Develop and Send Notification Letters to Businesses	March 8, 2013
Complete Commercial, industrial, and Municipal Inspections	May 31, 2013
Submit Draft Report to the City	June 7, 2013
Submit Final Report to City	June 28, 2013



5.0 Fee Proposal

As requested, two copies of our fee proposal have been provided under separate cover, including a cover letter with a not-to-exceed fee as well as a separate fee schedule.



APPENDIX A
Key Staff Resumes



Timothy S. Simpson, PE, GE

Principal Engineer

Professional summary

Mr. Simpson has been extensively involved in the evolving NPDES storm water regulations and has assisted hundreds of industrial facilities and numerous municipal dischargers with all aspects of compliance. He has served as a technical advisor on storm water to many groups including the Institute of Scrap Recycling Industries and the Western States Petroleum Association. Mr. Simpson is currently assisting several monitoring groups with on-going compliance efforts including identification of appropriate BMPs, elimination of non-storm water discharges, and interpretation of analytical results from numerous monitoring programs. Mr. Simpson has successfully negotiated storm water permit terms with the SWRCB and most RWQCBs and has provided technical defense and expert consulting for numerous industrial dischargers faced with criminal and regulatory enforcement actions. He has provided testimony at permit renewal hearings and to a Blue Ribbon Panel established by the SWRCB to evaluate numeric effluent limits in storm water discharges.

Registration

Registered Geotechnical Engineer, California No. 2228, 1993
Professional Civil Engineer, California No. 41121, 1986

Education

M.S., Civil Engineering, 1994, University of California, Irvine
B.S., Civil Engineering, 1983, Gonzaga University, Washington

Memberships/Affiliations

American Society of Civil Engineers
American Public Works Association

Employment history

AMEC Environment & Infrastructure, Inc., Principal Engineer, 2008 - present
Geomatrix Consultants, Inc., Vice President and Principal Engineer, 1993 - 2008
Environmental Science and Engineering, Inc., Chief Engineer, 1990 - 1993
Schaefer Dixon Associates, Associate/Manager of Geotechnical Engineering, 1986- 1990
Earth Technology Corporation, Project Engineer, 1983 to 1986

Representative projects

Cities of Anaheim, Costa Mesa and Santa Ana, Industrial and Commercial Inspections: Mr. Simpson has been the principal-in-charge for the industrial and commercial inspection programs for the cities of Anaheim, Costa Mesa, and Santa Ana since the mid-2000s. The projects involve inspections of hundreds of industrial and commercial facilities to assess the presence of unauthorized discharges and to provide outreach on appropriate storm water practices. He has also assisted the city staff in responding to spills or other emergencies with the potential to impact water quality.

NPDES Storm Water Permitting, Los Angeles County, California: Mr. Simpson is currently assisting county personnel with ongoing compliance at all the active and several inactive landfills operated by the Los Angeles County Sanitation District. This work includes developing and implementing training programs, updating compliance documents, evaluating the sufficiency of existing BMPs and developing recommendations for new and revised BMPs for a variety of on-site industrial activities.

Timothy S. Simpson, PE, GE

NPDES Storm Water Permitting, Monitoring, and Reporting, John Wayne Airport, Orange County, California: Mr. Simpson assisted airport personnel with storm water permit compliance at John Wayne Airport. The scope of work for this project included: 1) developing storm water compliance plans for the airport; 2) specifying and installing automatic samplers to collect storm water samples and monitor for the presence of non-storm water discharges; 3) collecting and analyzing storm water data; 4) identifying and documenting appropriate BMPs; 5) preparing annual storm water reports for submittal to the RWQCB; and 6) providing on-call consulting services as related to storm water runoff issues. Mr. Simpson also assisted airport personnel in revising the storm water permit terms with the RWQCB, including the elimination of effluent limitations for storm water discharges from the airport and exclusion from the Total Maximum Daily Load (TMDL) for toxic compounds for Upper Newport Bay.

Statewide Storm Water Monitoring and BMP Effectiveness Studies, Caltrans, California: Mr. Simpson was the principal-in-charge for several multi-year state-wide projects with Caltrans consisting of numerous tasks, including storm water quality monitoring at 22 Caltrans sites; a research study evaluating the effectiveness of non-vegetative erosion control products; an evaluation of the condition and effectiveness of storm water filters installed in conjunction with construction of a major toll road; and a design and performance study of a groundwater treatment system installed in conjunction with a grade separation.

Infiltration BMP Study, LA & San Gabriel Rivers Watershed Council: Mr. Simpson was the principal-in-charge responsible for a multi-site, multi-year research project involving numerous stakeholders. The project is arguably the most extensive study of storm water infiltration conducted to date and included designing and installing large-scale storm water treatment systems at sites located throughout Los Angeles. The project also included installation of flow monitoring and sampling systems for an extensive multi-year study of storm water infiltration at multiple sites and land use scenarios. The field monitoring program included storm water quality, vadose zone, and groundwater monitoring. CASQA awarded this project the Research Project of the Year.

Storm Water Monitoring Groups, Various Clients: Mr. Simpson has served as the technical leader for numerous storm water monitoring groups in California, including the Metals Recyclers Monitoring Group, the Paper Recyclers Monitoring Group, the California Trucking Association Monitoring Group, the Chemical Batch Processing Monitoring Group, the California Paint Council Monitoring Group, the National Juice Products Association Monitoring Group, the Napa/Sonoma Area Wineries Monitoring Group, the Los Angeles Area School Districts Monitoring Group, the San Bernardino School Districts Monitoring Group, the National Tank Truck Carriers Monitoring Group, and the American Warehouse Monitoring Group. The services provided by Mr. Simpson for these monitoring groups include all aspects of permit compliance including training, oversight of storm water monitoring, data compilation, and reporting. These projects have also involved extensive interaction and negotiation with personnel from the SWRCB and the RWQCB.



**Matthew Q. Lentz, CPSWQ, CPESC, REM, QSP/QSD, ToR
Senior Associate Scientist**

Professional summary

Mr. Lentz has more than 16 years of experience providing environmental compliance consulting services for a wide variety of projects and clients. He has extensive experience developing compliance programs involving storm water, hazardous waste, waste minimization, hazardous materials, air quality, and wastewater. He has involved assisting hundreds of industrial, municipal and construction clients comply with NPDES storm water regulations and development of their compliance programs. Mr. Lentz has assisted with various aspects of NPDES permit compliance including evaluation and recommendation of BMPs, development and review of compliance documents, analytical data evaluations, review and comment on new regulations/ permits, and regulatory agency interaction and support. He is currently co-chair of the Industrial Stormwater Subcommittee for CASQA and a member of CASQA's executive program committee.

Professional qualifications/registration(s)

Registered Environmental Manager, NREP No. 11882, 2004
Certified Professional in Erosion and Sediment Control, CPESC No. 4559, 2008
Certified Professional in Storm Water Quality, CPSWQ No. 538, 2009
Qualified SWPPP Developer/SWPPP Practitioner (QSD/QSP), CASQA, No. 00103, 2010
Trainer of Record (Construction General Permit), CASQA, 2010

Education

B.S., Environmental Science, Washington State University, Pullman, WA, 1997

Memberships/Affiliations

Air & Waste Management Association
California Storm Water Quality Association
Industrial Environmental Coalition of Orange County

Employment history

AMEC Environment & Infrastructure, Inc., Senior Associate, 2008 to present
Geomatrix Consultants, Inc., Senior Scientist, 1998 – 2008
Jorgensen Environmental, Rancho Cucamonga, CA, Environmental Consultant, 1997 – 1998
Washington State University, Environmental Health, Environmental Control Technician, 1995 – 1997

Representative projects

NPDES Program Implementation, City of Costa Mesa, California: Managed NPDES Existing Development and municipal inspection programs for the last seven years, as well as the dry weather characterization study for the City. The project included inspecting hundreds of industrial and commercial facilities, as well as municipal operations, to assist the City comply with municipal storm water program obligations. The project also involved developing and maintaining an extensive database to track both industrial/commercial facility inspections.

NPDES Program Implementation, City of Anaheim, California: Managed and assisted with the development and implementation of a comprehensive NPDES Existing Development inspection program and ID/IC program. The project included inspecting more than 1,000 industrial and commercial facilities to assist the City comply with its municipal storm water program obligations. The inspections met the requirements of Orange County's DAMP and the City's LIP. Project also

Matthew Q. Lentz, CPSWQ, CPESC, REM, QSD/QSP

involved response and investigation to ID/IC complaints (more than 500 in past three years). Detailed protocols were developed to provide for consistent response and follow-up on each incident. Extensive tracking databases were developed to track both industrial/commercial facility inspections and ID/IC investigations. Assisted with municipal facility inspections, reviewed water quality management plan implementation, and inspected construction sites. Also assisted the City with completion and submittal of annual PEA, reviewed construction project SWPPPs for municipal projects, and reviewed and managed WQMP verification inspections for new development projects throughout the City.

NPDES Program Compliance Assessments, Metropolitan Water Districts, Southern California: Performed site inspections to assess compliance with California's IGP and appropriateness of BMPs implemented at one of MWD's southern California sites. The assessments were performed to better understand BMP implementation and recommend improvements, as necessary, to improve storm water discharge quality as part of MWD's iterative approach to managing their storm water program. Recommendations were developed and responsible individuals were identified to implement corrective actions.

Industrial NPDES Storm Water Compliance Assistance, Various Industry Groups, California: Assisted more than 300 facilities in eight monitoring groups with industrial NPDES storm water permit compliance. Involved with all aspects of permit compliance including site inspections, evaluation of monitoring data, preparation of SWPPPs, MPPs, annual reports, and training seminars. Assists clients with annual training seminars detailing current regulatory events, instruction on preparation of SWPPPs, and storm water monitoring methods/requirements.

Storm Water BMP Evaluations, Los Angeles County Sanitation Districts, Los Angeles County, California: Managed and completed BMP evaluation project involving 10 sites that included active and in-active landfill operations, recycling and transfer stations, and a refuse-to-energy facility. Evaluation included review of storm water compliance documents (SWPPP, monitoring programs, annual reports), analytical results, interviews with facility staff, and physical inspections of the sites. BMP recommendation reports were developed for each site based on site-specific findings and included source, structural and treatment controls.

Phase I MS4 Program Training, County of Orange, California: Assisted with the development of the County's existing development training program for municipal, industrial, and commercial facility inspectors to comply with the Phase I MS4 NPDES Permit. The training involved the development of a manual and covering core competencies inspectors must meet before performing their duties. Following development of training materials, provided training to co-permittees (more than 20 Orange County cities), including classroom and field implementation modules.

Recent Publications and Presentations

"The Changing Face of Storm Water Regulations in California: Impacts on the Construction Industry, Industrial Sites, and Municipalities." Matthew Lentz and Chris Wessel. ACEC Los Angeles Chapter Education Seminar, Los Angeles, California. November 2012.

"A New Storm Water Compliance Training Approach in California." Matthew Lentz. California Water Environment Association Training Conference. Huntington Beach, California. February 2012.



Brent A. Smith, CPESC, QSD/QSP

Senior Scientist

Professional summary

Mr. Smith has more than 13 years of experience providing storm water consulting services for a wide variety of projects and clients. His responsibilities have included storm water program management, flow measurement and sampling system design, SWPPP and MPP preparation, site inspections, evaluation and recommendation of storm water BMPs, field monitoring, database development, and interpretation of analytical results for monitoring programs. Mr. Smith has also provided litigation support for several clients.

Education

B.S., Environmental Science, University of California, Santa Barbara, 1999

Registrations

Certified Professional in Erosion and Sediment Control, Reg. # 5585

Qualified SWPPP Developer/SWPPP Practitioner (QSD/QSP), CASQA, No. 01105, 2011

Memberships/Affiliations

California Storm Water Quality Association

Industrial Environmental Coalition of Orange County

Employment history

AMEC Environment & Infrastructure, Inc., Senior Scientist, 2008 to present

Geomatrix Consultants, Inc., Staff Scientist, 2000 to 2008

Regenesis Bioremediation Products, Technical Assistant, 1999 to 2000

Representative projects

Municipal NPDES Program, Costa Mesa, California: Mr. Smith assisted with the development and implementation of an industrial and commercial NPDES inspection program. Mr. Smith designed an Access Database to track commercial and industrial inspections for the City's municipal storm water program. The database included logging inspection data, photo logs, triggers for future inspections, and data summary reports. Mr. Smith reviewed inspection records and developed the Progress Annual Evaluation report for the City. Mr. Smith also assisted with a dry weather inspection and monitoring program for the City.

Municipal NPDES Program, Anaheim, California: Assisted with the development and implementation of a comprehensive NPDES compliance inspection program. The project included inspecting several hundred industrial and commercial facilities to assist the City of Anaheim comply with City's municipal storm water program obligations. The inspections met the requirements of Orange County's DAMP and the City's LIP. Mr. Smith was an "Authorized Inspector" for the City of Anaheim and responded to various NPDES-related complaints and performed numerous commercial and industrial facility inspections. These inspections included documentation of potential sources of non-storm water discharge and evaluation of best management practices in place at each facility. Recommendations were made to the facilities if areas of non-compliance were identified and inspection findings were tracked in an Access Database. If illicit non-storm water discharges were observed during inspections, samples were collected and analyzed for the appropriate constituents. Additional tasks included writing Notice of Non-Compliance letters and designing the database to log data, log photos, make weekly summary reports, trigger future inspections, and to summarize the

Brent A. Smith, CPESC, QSD/QSP

data for the Progress Annual Evaluation Report. Mr. Smith also assisted in the development of a training program and has provided training to both AMEC and City staff.

Mr. Smith assisted the City of Anaheim with developing and implementing a new development and significant redevelopment inspection program to meet the City's municipal storm water program obligations. The inspection program included the review of the City's WQMPs, conducting field verifications of structural treatment controls installed, and review of operation and maintenance of post-construction BMPs.

Municipal NPDES Program, Santa Ana, California: Mr. Smith has assisted with the development and implementation of an industrial and commercial NPDES inspection program. For this project, Mr. Smith designed an Access Database to track commercial and industrial Inspections for the City's municipal storm water program. The database includes logging inspection data, photo logs, triggers for future inspections, signature capture, and data summary reports. Mr. Smith also reviews inspection records and developed the Progress Annual Evaluation report for the City.

NPDES Storm Water Permitting, Monitoring, and Reporting, Caltrans, Statewide California: Mr. Smith assisted with several large-scale Caltrans monitoring projects including an open-graded asphalt pavement study, compost and sand storm water filter studies on State Route 73, evaluation of erosion control products, and a storm water quality study at 22 Caltrans sites throughout the State. Mr. Smith has been responsible for data management including quality assurance/quality control (QA/QC), supervising field activities, training staff, installation of equipment including telemetry, sampling, and Mr. Smith assisted with the development of plans such as Sampling and Analysis Plans (SAP) and Water Pollution Control Plans (WPCP).

NPDES Storm Water Compliance Assistance, Metal Recyclers, AAAE, International Warehouse Logistics Association, National Tank Truck Carriers, Chemical Batch Processing, California Paint Council, California Wineries, National Juice Products Association, California Schools, and Paper Recyclers Groups, Various Locations, California: Assisted several businesses with storm water permit compliance. The scope of work for these projects included reviewing site operations, identifying storm water compliance deficiencies, recommending practices to improve compliance, developing SWPPPs, MPPs, and providing on-call consulting services as related to storm water runoff issues. Mr. Smith has also provided litigation support for various clients that included assessing the quality of data, conducting limited statistics on California's SWRCB Annual Report Storm Water Database and the International Storm Water BMP Database, and assisting with the review of consent decrees and declarations.



Coury Y. McKinlay, CPESC, CPSWO, QSD/QSP
Engineering/Science Professional

Professional summary

Ms. McKinlay has experience as a project scientist and compliance specialist. Her experience includes a working knowledge in NPDES compliance inspections, SWPPP and MPP preparation, evaluation and recommendation of storm water BMPs, WQMP review and verification inspections, field monitoring, and interpretation of analytical results for monitoring programs.

Professional qualifications/registration(s)

Certified Professional in Storm Water Quality, No. 0619, 2010
Certified Professional in Erosion and Sediment Control, No. 6129, 2010
Qualified SWPPP Developer and Practitioner, No. 22458, 2012

Education

B.S., Water Resource Management, University of New Hampshire, Durham, New Hampshire, 2003

Memberships/Affiliations

California Stormwater Quality Association
National Ground Water Association
International Erosion Control Association

Employment history

AMEC Environment & Infrastructure, Inc., Irvine, CA, Engineering/Science Professional 3, 2008 to present
Geomatrix Consultants, Inc., Newport Beach, CA, Staff Scientist, 2006 to 2008
SECOR International Incorporated, Cypress, CA, Staff Scientist and Compliance Specialist, 2003 to 2006
New Hampshire Water Resource Research Center, Water Quality Analysis Laboratory, Research/Laboratory Assistant, 2001 to 2003

Representative projects

Municipal NPDES Compliance Inspections, Costa Mesa and Santa Ana, California: Staff/Project Scientist. Assisted with thousands of facility inspections at industrial and commercial sites located in the cities of Costa Mesa and Santa Ana to evaluate compliance with their municipal storm water program obligations. The inspections included evaluation of current business practices that may have potential discharges generated by the facility and recommended interim action of BMPs. Inspection findings were tracked in a database.

Municipal NPDES Compliance Inspections, Anaheim, California: The project included inspecting several hundred industrial and commercial facilities to assist the City to comply with its municipal storm water program obligations. The inspections met the requirements of Orange County's DAMP and the City's LIP. Ms. McKinlay was an "Authorized Inspector" for the City of Anaheim and responded to various NPDES-related complaints and performed numerous commercial and industrial facility inspections. These inspections included documentation of potential sources of non-storm water discharge and evaluation of BMPs in place at each facility. Ms. McKinlay assisted with enforcement activities, including preparation of enforcement documents. Recommendations regarding BMPs and source control were made to the facilities if areas of non-compliance were identified. Inspection findings were tracked in a database.

Coury Y. McKinlay, CPESC, CPSWQ, QSD/QSP

WQMP Verification Inspections, City of Anaheim, Anaheim, California: The project included reviewing WQMPs and conducting verification inspections to evaluate the condition and effectiveness of the storm water treatment controls currently in place on site in comparison to what is proposed within the WQMP. Recommendations were made to the facilities if treatment controls were not installed, designed, or maintained properly or if BMPs needed to be implemented. The initial findings and follow-up inspections were tracked in a database.

Tenant Storm Water Outreach Program, Port of Los Angeles: Project Scientist. Assisted with the Port of Los Angeles's (Port's) Tenant Outreach Program in 2011 and 2012, which involved conducting site evaluations and completing follow-up summary reports for the Port's tenants and lessees (approximately 100 facilities). These visits were part of an ongoing Tenant Outreach Program that have been underway since 2008 and is a pollutant control program element in the Port's WRAP. In the interest of reducing storm water pollution to the harbor, the primary goals of this program included gaining a better understanding of tenant activities, identifying the types of assistance and resources needed by tenants, acknowledging activities currently undertaken by tenants to reduce storm water pollution, and recommending additional BMPs and activities that tenants can take to further improve the quality of storm water runoff. Facilities visited included passenger and cargo terminals (including automobile, breakbulk, container, dry and liquid bulk, and warehouse/distribution facilities), rail service and equipment yards, passenger and ferry terminals, Port O' Call Village (including multiple restaurants and sportfishers), marinas, shipyards, yacht clubs, marine construction yards, sulphur plants, auto scrap yards, metal recycling yards, fish market and fish docks, towing and tug services.

NPDES Storm Water Permitting, Monitoring, Reporting, and Trainings, Throughout California: Staff/Project Scientist. Chemical Batch Processing, California Paint Council, California Wineries, National Juice Products Association, Metal Recycler, California Schools, and Paper Recyclers Groups. Assisted nearly 200 facilities in these monitoring groups with NPDES storm water permit compliance. Ms. McKinlay has been involved with all aspects of permit compliance including site inspections, evaluation of monitoring data, preparation of SWPPPs, MPPs and trainings. The scope of work for these projects include reviewing site operations, identifying storm water compliance deficiencies, recommending improvements in both structural and non-structural BMPs, and providing on-call consulting services as related to storm water runoff issues. Additional work included presenting a training seminar on storm water compliance and BMP implementation for the Orange County and Los Angeles School Districts.

NPDES Permit Compliance Evaluations, Various Airports, California: Staff Scientist. Assisted various airports throughout the state of California to comply with NPDES permit requirements. Reviewed monitoring programs, evaluated compliance documents, and assessed effectiveness of both structural and non-structural BMPs. Made recommendation to bring documentation into compliance and recommended additional BMPs as necessary.



Michael Lowther, CPESC
Engineering/Science Professional

Professional summary

Mr. Lowther previously worked for the RWQCB and has experience working closely with clients to assess water quality and identify appropriate streambed, riparian, and wetland mitigation measures and BMPs. Mr. Lowther is also familiar with the industrial, construction, and municipal NPDES permitting requirements. He is also familiar with Orange County's Phase I Municipal Permit and the DAMP.

Professional qualifications/registration(s)

Certified Professional in Erosion and Sediment Control, CPESC No. 6187, 2011

Education

BS. Environmental Engineering, California Polytechnic State University, San Luis Obispo, 2004
AA, Chemistry, Mathematics, Physics, Allan Hancock College, Santa Maria, 2001

Memberships/affiliations

California Storm Water Quality Association
American Society of Civil Engineers
National Ground Water Association

Employment history

AMEC Environment & Infrastructure, Inc., Irvine, CA, Engineering/Science Professional 3,
2008 to present
Geomatrix Consultants, Inc., Newport Beach, CA, Project Engineer, 2004 to 2008
California Regional Water Quality Control Board, San Luis Obispo, Water Quality Control Engineer
Intern – 401 Coordinator, 2003 to 2004
M.C.A. Engineering, Inc., Vandenberg AFB, Lompoc, CA, Environmental Technician Intern, 2000

Representative projects

NPDES Compliance Inspections, City of Costa Mesa, California: Mr. Lowther performed facility inspections at industrial and commercial sites to evaluate facility compliance with municipal storm water permit requirements, DAMP and the City's LIP. Inspections included identification of potential ID/ICs and evaluation of current business practices that may have potential discharges generated by the facility and recommended interim action BMPs.

Municipal NPDES Program, City of Anaheim, California: Mr. Lowther investigated NPDES-related complaints and performed facility inspections at industrial and commercial sites to evaluate facility compliance with Municipal storm water permit requirements, DAMP and the City's LIP. Inspections included evaluation of current business practices that may have potential discharges generated by the facility and recommended interim action BMPs. Assisted with enforcement activities, including preparation of notices of violation (NOV) and cease and desist orders. Trained City's staff to investigate NPDES-related complaints and perform facility inspections at industrial and commercial sites to evaluate facility compliance with municipal storm water permit requirements. Also performed WQMP inspections of structural storm water treatment control BMPs for new development/significant redevelopment projects. Mr. Lowther has experience using the City's Tidemark database and working closely with City personnel. Mr. Lowther has experience preparing Spill Prevention, Control and Countermeasure Plans for City facilities.

Michael Lowther, CPESC

NPDES Compliance Inspections, City of Santa Ana, California: Mr. Lowther has experience performing facility audits at industrial and commercial sites to evaluate facility compliance with municipal NPDES permit requirements involving DAMPs. The audits included evaluation of current business practices that may have potential discharges generated by the facility and recommended interim action of BMP. Task also included enforcement, if necessary, which included writing NOVs.

NPDES Compliance Inspections, American Association of Airport Executives, Chemical Batch Processing, California Paint Council, California Wineries, National Juice Products Association, Metal Recyclers, Various Locations, California: Serving as a field engineer, Mr. Lowther has experience in all aspects of permit compliance including site inspections, evaluation of storm water sampling results, and preparation of SWPPPs, MPPs, and annual reports.

Los Angeles Basin Water Augmentation, Council for Watershed Health, Los Angeles County, California: Mr. Lowther has experience collecting storm water samples to assess the effectiveness of infiltration BMPs. In addition to the storm water sampling, he has experience collecting soil moisture and groundwater samples. The combination of the storm water, soil moisture, and ground water sample data from the various infiltration BMP sites was used to assess the potential impacts of storm water runoff on groundwater quality.

WQMP Development, Orange County, California: Developed WQMPs for new development or significant redevelopment projects (priority and non-priority projects) in the County of Orange. Also developed appropriate non-structural and structural treatment control BMPs for pollutants typically expected to be found at parking lots and industrial facilities.

Hydrology Analysis and Storm Water Treatment Control BMP Development/Selection. Mr. Lowther has experience performing storm water hydrology runoff analysis and sizing treatment control BMPs at scrap metal recycling and processing facilities in California (Pick Your Part, Ekco Metals, and Vi-Cal Metals) with pervious and impervious ground cover in Los Angeles County and Orange County. Mr. Lowther has experience determining storm water runoff velocities, volumes, detention basin sizing requirements and erosion control BMPs at partially developed and undeveloped sites in Los Angeles County, Orange County and Riverside County. Mr. Lowther also has experience determining estimated costs for structural BMPs, treatment control BMPs and supporting infrastructure along with developing conceptual designs demonstrating how structural and treatment control BMPs would be installed at a particular facility.

Erosion and Sediment Control Monitoring for Highway 330, San Bernardino County, California: Mr. Lowther assisted completion of a six-month, state-of-emergency highway repair project to restore the primary highway that traverses through National Forest System land and the San Bernardino County Mountains, which was damaged by landslides that occurred in December 2010. During this project Mr. Lowther worked closely with the U.S. Forest Service, U.S. Fish and Wildlife Service, and Caltrans. Mr. Lowther's responsibilities included overseeing construction activities to prevent impact to the Schenk and City Creek and recommending BMPs within the construction area. Mr. Lowther provided daily erosion and sediment control monitoring during repairs of the highway, culverts, and two large landslide areas. Oversight included daily observations of activities, daily field records, vehicle inspection logs (to ensure they were free of debris, invasive plant species, soil, etc.), daily sediment and erosion monitoring forms, and weekly report submittals.



Danielle M. Rigali, CPSWQ, QSD/QSP

Staff Engineer

Professional summary

Ms. Rigali has more than six years of experience in a wide variety of environmental compliance programs for both federal and private industrial clients, including air analysis/permitting, compliance audits, hazardous waste management, soil vapor remediation, groundwater monitoring and reporting, and storm water compliance. She grew a small pilot project for California pharmacies into a full-scale roll-out, including hazardous waste program improvement; state-wide training and store auditing; national level application including program modification, training and auditing; and distribution center program evaluation and enhancement. She has storm water site manager experience conducting NPDES storm water monitoring including sampling (site inspections, wet and dry observations, team management, sampler design/procurement, safety procedures), constituent result analysis and graphing, inspecting industrial facilities and BMPs (annual comprehensive site compliance evaluations), performing GIS mapping, and creating/updating SWPPPs, MPPs and annual reports.

Professional qualifications/registration(s)

Certified Professional in Storm Water Quality, CPSWQ, CA No. 0867, 2012
Qualified SWPPP Developer/SWPPP Practitioner, QSD/QSP, CA No. 23396, 2012
Engineer-in-Training, 2006

Education

M.S., Environmental Engineering, University of California, Los Angeles, 2007
B.S., Chemical Engineering (Environmental focus), University of California, Los Angeles, 2005

Employment history

AMEC Environment & Infrastructure, Inc., Staff Engineer, Irvine, CA, 2007 to present
Catalytic Solutions, Inc., Oxnard, California, Manufacturing Engineer, 2005 to 2006

Representative projects

U.S. Department of the Army – 63rd RSC Storm Water Program Support, Western States:
As task manager, provided storm water support services at locations on various army bases, performed and managed storm water training, sampling activities, observations, BMP inspections and reporting for 13 separate bases. Completed Notice of Intent (NOI) forms and prepared SWPPPs and MPPs to meet requirements of IGP.

U.S. Navy – Naval Facilities Command (NAVFAC) SWDIV Storm Water Monitoring at Various Naval Bases, Point Loma, California: Site manager responsible for managing two Navy base storm water compliance monitoring programs, in addition to procurement and safety monitoring for the entire 13 base storm water project. The project involved NPDES storm water monitoring and included water samples, inspecting sites, providing BMPs, conducting wet and dry observations, performing GIS mapping, updating SWPPPs, and developing annual reports with sample results and graphs.

Water Quality Sampling: As-Needed Water Quality / Quantity Services, County of San Diego, California: Responsible for assisting with sample collection and monitoring based on specific flow criteria. Project consisted of coordinating the collection of multiple time concentration series water quality samples over the course of an entire storm flow hydrograph, with sampling at specific locations using high tech automated samplers installed in flow channels.

Danielle M. Rigali, CPSWQ, QSD/QSP

Data and Statistical Analysis: Caltrans Storm Water –San Francisco-Oakland Bay Bridge, California: Responsible for organizing data and compiling appropriate tables for reports. Responsible for loading calculations, summary statistics, and performance evaluations of 6 catch basins for the SFOBB.

Data and Statistical Analysis: Caltrans –Open and/or Gap Graded Asphalt Pavements (OGGAP) Storm Water Quality Project, California: Responsible for organizing data and compiling appropriate tables for water quality reports. Responsible for summary tables, and performance evaluations for the OGGAP using Caltrans Data Analysis Tool (DAT).

Environmental Compliance Assessments, US Army Corp of Engineers, California: Auditor. Performed comprehensive evaluations and program management system for achieving, maintaining, and monitoring compliance with applicable environmental laws and regulations. The audit program included more than 100 sites located on Army Corp properties including wastewater treatment plants, recreational parks, golf courses, fleet maintenance facilities, agricultural operations, stables, restaurants, and dams.

Hazardous Waste Training/Audits, California: Primary Auditor. Performed more than 100 internal evaluation audits throughout California for a confidential pharmacy client of their stores during creation of their hazardous waste management program. In addition, provided in-depth training seminars at district and regional levels during roll-out, helped to modify their program to increase efficiency and comply with various local regulations, and was involved with training/auditing of warehouse distribution centers, as well as roll-out and modification of program on a national level including trainings given in other states.

Hazardous Waste Audit Plant Preparation, California: This project involved preparing a juice bottling plant for a hazardous waste audit, which involved collecting manifests, providing profile corrections, creating a designated haz waste accumulation area, and managing various waste streams.

Chlorinated Solvent Soil Vapor Remediation/Groundwater Monitoring, Multiple locations, California: Performed chlorinated solvent remediation by soil vapor extraction data analysis, reports, fieldwork, hazardous waste management, and regulatory compliance. Various sites also included groundwater monitoring and reporting, as well as additional indoor air sampling and reporting.

EPCRA 311/313 Reporting , Navy, Yuma, Arizona: Compiled EPCRA 311/313 reports for the Yuma Navy Base while providing additional support as needed for air compliance.

Air Permitting Analysis, Barton Brands, Compton, California: Reviewed existing air permits and assessed facility permitting needs. Corrected air permits with South Coast Air Quality Management District (SCAQMD).

CARB Off-Road Diesel Fleet Analysis, Constellation Energy, California: Provided strategies to meet increasing CARB regulations for NOx and PM emissions deadlines for six plant locations.

Greenhouse Gas Analysis, American Refinery Group, Bradford, Pennsylvania: Reviewed and corrected greenhouse gas analysis by source for the refinery plant air emissions reporting.

Greenhouse Gas Off-Road Diesel Fleet Analysis, Mitsubishi, California: Data entry and quality control as needed for air emissions calculations.

EXHIBIT B
FEE SCHEDULE



March 23, 2015
IR13163810

Mr. Nader Naderi, P.E.
City of Costa Mesa
Public Services/Engineering
77 Fair Drive, 4th Floor
Costa Mesa, CA 92628

**RE: COST PROPOSAL TO PROVIDE INSPECTION OF INDUSTRIAL AND COMMERCIAL
BUSINESSES IN THE CITY OF COSTA MESA**
Costa Mesa, California

Dear Mr. Naderi:

Per your request, Amec Foster Wheeler presents the cost estimate to provide inspections of industrial and commercial facilities for the City of Costa Mesa (City) for the 2014-2015 and 2015-2016 Fiscal Years. The attached table summarizes our costs to complete the following:

- Industrial/Commercial Database Update and Notification Letters
- Industrial/Commercial Business NPDES Inspections
- Final Inspection Database/PEA Support

We have assembled a group of highly qualified specialists, with extensive experience working on various NPDES program components for the County of Orange and cities within the County. We have completed numerous inspections of high priority industrial and commercial businesses and municipal facilities for the City and have developed a database/procedures that have and will continue to provide significant time and cost savings to the City. Amec Foster Wheeler staff assigned to this project will provide a high quality, technically accurate, reasonably priced, on-time product. The not-to-exceed fee for this project is \$48,970 (or \$24,485 per year). This work will be performed in accordance with the previously signed contract and subsequent contract amendments and associated technical proposal (attached).

We look forward to supporting the City on this important project. Should you have any questions regarding this submittal, please contact Brent Smith at (949) 642-0245.

Best regards,

Amec Foster Wheeler Environment & Infrastructure, Inc.

REDACTED

REDACTED

Brent Smith, CPESC, QSD/QSP
Associate Scientist

Nathan Schaedler, PE
Principal Project Engineer

Attachments: Cost Spreadsheet

**City of Costa Mesa
Industrial and Commercial Inspections
Fiscal Year 2014-2015**

Task 1 - Inventory Review and Update

This task will include updating the Industrial/Commercial database using 2015 business license data. After completing the update, we will send notification letters to approximately 200 facilities.

Associate Engineer/Scientist	8	hours	@ 170.00	\$ 1,360.00
Technical Professional 1 - Environmental Scientist	12	hours	@ 95.00	\$ 1,140.00
Project Assistant/administration	4	hours	@ 65.00	\$ 260.00

Total Task 1 Cost: \$2,760.00

Task 2 - Industrial and Commercial NPDES Inspections

This task assumes approximately 0.8 hour for each inspection including senior review.

Senior 1 Engineer/Scientist	30	hours	@ 135.00	\$ 4,050.00
Technical Professional 1-Environmental Scientist	40	hours	@ 95.00	\$ 3,800.00
Technical Professional 3-Environmental Scientist	100	hours	@ 115.00	\$ 11,500.00
Project Assistant/administration	3	hours	@ 65.00	\$ 195.00
Mileage costs	20	trips	@ 40.00	\$ 800.00

Total Task 1 Cost: \$20,345.00

Task 3 - Provide Final Inspection Database/PEA Support

This task assumes the final deliverable will be a copy of the final database with photos to the City.

Associate Engineer/Scientist	2	hours	@ 170.00	\$ 340.00
Technical Professional 1 - Environmental Scientist	8	hours	@ 95.00	\$ 760.00
Project Assistant/administration	2	hours	@ 65.00	\$ 130.00
Reproduction Costs		lump sum	@ 150.00	\$ 150.00

Total Task 2 Cost: \$ 1,380.00

Total Estimated Costs Tasks 1, 2, and 3: \$24,485.00

**City of Costa Mesa
Industrial and Commercial Inspections
Fiscal Year 2015-2016**

Task 1 - Inventory Review and Update

This task will include updating the Industrial/Commercial database using 2016 business license data. After completing the update, we will send notification letters to approximately 200 facilities.

Associate Engineer/Scientist	8	hours	@ 170.00	\$ 1,360.00
Technical Professional 1 - Environmental Scientist	12	hours	@ 95.00	\$ 1,140.00
Project Assistant/administration	4	hours	@ 65.00	\$ 260.00

Total Task 1 Cost: \$2,760.00

Task 2 - Industrial and Commercial NPDES Inspections

This task assumes approximately 0.8 hour for each inspection including senior review.

Senior 1 Engineer/Scientist	30	hours	@ 135.00	\$ 4,050.00
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Project Assistant/administration	3	hours	@ 65.00	\$ 195.00
Mileage costs	20	trips	@ 40.00	\$ 800.00

Total Task 1 Cost: \$20,345.00

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Technical Professional 1 - Environmental Scientist	8	hours	@ 95.00	\$ 760.00
Project Assistant/administration	2	hours	@ 65.00	\$ 130.00
Reproduction Costs		lump sum	@ 150.00	\$ 150.00

Total Task 2 Cost: \$ 1,380.00

Total Estimated Costs Tasks 1, 2, and 3: \$24,485.00

EXHIBIT C
PROJECT SCHEDULE



Schedule

2014-2015

Task	Estimated Completion Date*
Notice to Proceed Issued by the City	April 15, 2015
Project Kick-Off Meeting/City to provide Business License Data	April 15, 2015
Inventory Update	April 24, 2015
Complete Commercial and Industrial Inspections (Assumes completion of 200 site inspections)	June 30, 2015
Quarterly Report Assistance	June 30, 2015
Submit Draft Summary Report to the City Electronically with County Excel Files (PEA Chapter 9)	July 15, 2015
Submit Final Report to the City (Hard Copy Binder with electronic files on a DVD, PEA Chapter 9)	September 30, 2015

***Deadlines are listed in bold.**

2015-2016*

Task	Estimated Completion Date*
Notice to Proceed Issued by the City	April 15, 2016
Project Kick-Off Meeting/City to provide Business License Data	April 15, 2016
Inventory Update	April 24, 2016
Complete Commercial and Industrial Inspections (Assumes completion of 200 site inspections)	June 30, 2016
Quarterly Report Assistance	June 30, 2016
Submit Draft Summary Report to the City Electronically with County Excel Files (PEA Chapter 9)	July 15, 2016
Submit Final Report to the City (Hard Copy Binder with electronic files on a DVD, PEA Chapter 9)	September 30, 2016

***Deadlines are listed in bold.**

EXHIBIT E

CITY COUNCIL POLICY 100-5

SUBJECT DRUG-FREE WORKPLACE	POLICY NUMBER 100-5	EFFECTIVE DATE 8-8-89	PAGE 1 of 3
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BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

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- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.