

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of February 2017 ("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 provide National Pollutant Discharge Elimination System ("NPDES") Inspection Services, 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 City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "B," both 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 Manager 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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, 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 "C," attached hereto and made a part of this Agreement by this reference (the

"Fee Schedule"). Consultant's total compensation shall not exceed Sixty Eight Thousand Eight Hundred and Sixty Dollars (\$68,860.00).

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 from the Effective Date until three (3) years after termination of this Agreement.

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 "D," 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 thirty-six (36) months, ending on January 31, 2020, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by one (1) additional year upon mutual written agreement of both 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 "E" 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 Manager 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 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, and (b) 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 Foster Wheeler
121 Innovation Drive, Suite 200
Irvine, CA 92612
Tel: (949) 574-7632
Attn: Brent Smith

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5303
Attn: Mohcine Chirar

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

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 "F" 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 agents 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.

[SIGNATURES FOLLOW ON NEXT PAGE]

CONSULTANT

Nathan Schaedler
Signature Principal

Date: 2/6/17

Nathan Schaedler, Project Manager
[Name and Title]

TIN # 91-1641772
Social Security or Taxpayer ID Number

CITY OF COSTA MESA

[Signature]
Katrina Foley
Mayor

Date: 3/3/17

ATTEST:

Brenda Green
Brenda Green
City Clerk



APPROVED AS TO FORM:

[Signature]
Thomas Duarte
City Attorney

Date: 2/27/17

APPROVED AS TO INSURANCE:

[Signature]
Ruth Wang
Risk Management

Date: 2/10/17

APPROVED AS TO CONTENT:

[Signature]
[Name]
Project Manager

Date: 2/8/17

DEPARTMENTAL APPROVAL:

Raja Sethuraman

Raja Sethuraman
Director of Public Services

Date: 2-13-17

APPROVED AS TO PURCHASING:

Stephen Dunivent

Stephen Dunivent
Interim Finance Director

Date: 2-23-17

EXHIBIT A
REQUEST FOR PROPOSALS



CITY OF COSTA MESA

P.O. BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

January 5, 2017

TO: PROSPECTIVE BIDDERS

Subject: REQUEST FOR PROPOSALS (RFP) FOR INSPECTION OF PRIORITY INDUSTRIAL AND COMMERCIAL BUSINESSES IN THE CITY OF COSTA MESA

Dear Consultant:

California Regional Water Quality Control Board Order No. R8-2009-0030, NPDES No. CAS618030, along with the County of Orange Drainage Area Management Plan (DAMP) and City of Costa Mesa Local Implementation Plan (LIP), requires that businesses be inspected to ensure they are following Best Management Practices to minimize pollutants entering the Municipal Separate Storm Sewer System (MS4). It is the City's intent to be in compliance with all applicable laws and ensure these businesses are implementing Best Management Practices to minimize their impact on the City's Municipal Separate Storm Sewer System (MS4) and receiving waters of the United States.

The City would like to retain the services of a qualified consultant to perform all the necessary inspections of these locations for Fiscal Year 2016/17 and Fiscal Year 2017/18. The selected consultant will be required to furnish a complete report containing, at a minimum, the following items:

1. Executive Summary
2. An updated prioritization of current businesses based on DAMP criteria. City will provide most current business license database for use
3. An electronic database of businesses, completed inspection forms and photographs
4. Hard copies of completed inspection forms with facility representative signature
5. Conclusions, recommendations and follow up inspection if required for each business

SCHEDULE

DATE

- | | |
|--|---------------------|
| 1. Proposal Received by the City | 1/19/17 |
| 2. Notice to Proceed Issued to Selected Consultant | 2/12/17 |
| 3. Project Kick-Off Meeting | 3/1/17 |
| 4. Consultant Completes Final Inspection | 6/30/17 and 6/30/18 |

Enclosed is a Request for Proposal (RFP) to provide professional services for the subject project. The proposal requirements and the necessary professional services required by the City are stated within the RFP. The consultant shall provide all services as requested in the RFP and stated in the submitted proposal.

CITY OF COSTA MESA CONTACT PERSON

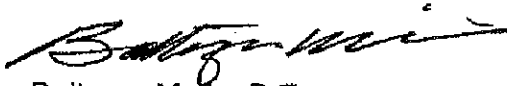
The City of Costa Mesa contact person for this project is Mohcine Chirar, Acting Assistant Engineer at (714) 754-5140. Please do not contact other staff members in conjunction with this RFP prior to the announcement of the award.

REQUIRED COPIES OF PROPOSAL AND DUE DATE

Please submit three (3) copies of your proposal no later than 4:00 p.m., on Thursday, January 19, 2017. All proposals shall be delivered to:

Mohcine Chirar, Acting Assistant Engineer
City of Costa Mesa
Public Services/Engineering
77 Fair Drive, 4th Floor
Costa Mesa, CA 92626

Sincerely,



Baltazar Mejia, P.E.
City Engineer

c: Mohcine Chirar, Acting Assistant Engineer

**REQUEST FOR PROPOSAL
FOR PROFESSIONAL ENGINEERING SERVICES**

**FOR THE INSPECTION OF INDUSTRIAL AND COMMERCIAL
BUSINESSES IN THE CITY OF COSTA MESA**

1. INTRODUCTION

California Regional Water Quality Control Board Order No. R8-2009-0030, NPDES No. CAS618030, along with the County of Orange Drainage Area Management Plan (DAMP) and City of Costa Mesa Local Implementation Plan (LIP), requires that businesses be inspected to ensure they are following Best Management Practices to minimize pollutants entering the Municipal Separate Storm Sewer System (MS4). It is the City's intent to be in compliance with all applicable laws and ensure these businesses are implementing Best Management Practices to minimize their impact on the City's Municipal Separate Storm Sewer System (MS4) and receiving waters of the United States.

Prioritize existing business data base utilizing DAMP criteria. Inspections are required for approximately **250 businesses** throughout the City. Also included in the scope is to perform the Municipal Facility inspections for **11 locations**. A list of business with addresses, contact number and contact name will be provided at the project kick off meeting.

The services required for this project consist of notifying each business, visiting each location and performing a professional inspection on behalf of the City of Costa Mesa. The City will provide an access letter indicating that you will be performing inspection services on behalf of the City for use to enter facility.

2. CONTENT OF PROPOSAL

To maintain uniformity, your proposal must be limited to a maximum of 20 pages (excluding front and back covers, section dividers, resumes, and photographs) and include the following:

- A. Statement of project understanding containing any suggestions to expedite the project or special concerns that the City should be made aware of, and a project approach containing any ***additional*** scope of work tasks you feel are necessary for the successful completion of the project.
- B. A project team organization chart identifying those who will perform work and a brief resume of each team member, including similar type projects in which they have been directly involved. Identify the Project Manager and the Project Engineer proposed for this project. The Project Manager will be the primary contact person to represent your firm and to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified in the proposal with the same requirements as for the main consultant.
- C. A list of similar projects, which your firm has completed within the last five years. Information on the completed projects should include project name and description, agency and client name along with the person to contact and telephone number, year completed, engineering fee, and project construction cost.

- D. A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner.
- E. A fee proposal provided in a separate sealed envelope.

3. CONSULTANT SELECTION COMMITTEE

The Public Services Department of the City of Costa Mesa has established a Consultant Selection Committee consisting of at least three (3) members from this department who have acted in the capacity of Project Manager or Project Engineer for the City on previous similar projects. The evaluation of each proposal will be based on the technical information and qualifications presented in the proposal, reference checks, and other information, which will be gathered independently.

4. FEE PROPOSAL

- A. Two copies of your proposed fee shall be submitted in a separate sealed envelope plainly labeled "Fee Proposal" with your company's name and the project title.
- B. The fee proposal shall include a cover letter stating the not-to-exceed fee, and a separate fee schedule depicting individual project tasks, man hours, and basic hourly rates for specific personnel to be used on the project. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. Also the fee proposal shall reflect all anticipated fee increased during the contract duration. A pre-award audit may be required to confirm and establish a final not-to-exceed fee.
- C. Payment shall not be processed for any submitted invoices if the consultant is behind the design schedule of any tasks.

5. ESTABLISHMENT OF FEES

The fee proposal will not be opened until the proposal committee has evaluated the Consultants. In conformance with the Mini-Brooks Act, the City will select the Consultant based on qualifications, and then negotiate a contract price based on available funding and a further breakdown of the "not-to-exceed" fee submitted in the fee proposal.

6. PROFESSIONAL SERVICES AGREEMENT

- A. A sample of Professional Services Agreement is enclosed for your review, as Attachment "A". The RFP and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.
- B. No reduction in the City's "Scope of Consultant Services" will be permitted without written approval by the City.

7. INSURANCE REQUIREMENTS

General Liability:	\$1,000,000
Automobile Liability:	\$1,000,000
Workers Compensation and Employers' Liability:	\$1,000,000
Professional Liability:	\$1,000,000

Additional and primary Insurance endorsements shall include City of Costa Mesa

8. SCOPE OF CONSULTANT SERVICES

A. Project Analysis and Review

Consultant will review database and become familiar with each site prior to inspection.

Prior to inspection, consultant will contact property owner via written correspondence.

To ensure uniformity, an inspection form will be developed and contain at a minimum:

- Date and time of inspection
- Inspector name
- Facility name, address, SIC code based upon 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 of items
- Geographical Information System (GIS) information of applicable businesses

Photographs of structures, outdoor storage areas and other applicable areas relating to water quality, along with areas of concern that need correcting, are to be included with each inspection sheet and compiled in final report. Two (2) hard copies along with an electronic version of the report and inspection form database will be required.

If structural BMPs are identified that require scheduled maintenance, documentation of such completed or scheduled maintenance will be required to be included in final report.

9. CITY RESPONSIBILITIES

The City of Costa Mesa will be responsible for the following:

- A. Providing specification format to consultant.
- B. Providing list of businesses to be inspected.
- C. Providing support for consultant to enter business for inspection on behalf of the City.
- D. Verification of work and payment to the consultant.

10. EXAMINATION OF SITE PRIOR TO SUBMITTING PROPOSAL

Each consultant must fully inform themselves of all project conditions and the effort required to successfully complete the project. Failure to do so will not relieve the selected consultant of the obligations to carry out the contract.

11. RIGHT TO REJECT ALL PROPOSALS

- A. The City of Costa Mesa reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.

- B. The City also reserves the right to award a portion of work or combination, thereof.
- C. All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind which may be incurred by the respondent. All proposals submitted to the City of Costa Mesa become the property of the City.

ATTACHMENTS:

Sample Professional Services Agreement

ATTACHMENT

This Agreement template is for informational purposes only and is intended for use as an example to vendors showing the City's requirements. When making a request, please submit only the Request form, above, and supporting documents.

PROFESSIONAL SERVICES AGREEMENT FOR

THIS AGREEMENT is made and entered into this _____ day of _____, 2007 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and _____, a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to have Consultant perform _____ as described herein below; 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 specific services in connection with the project described below (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 California Government Code, Sections 1090-1092, 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 City's Request for Proposal ("RFP") attached hereto as Exhibit "A" and incorporated herein by reference and Consultant's Response to City's RFP (the "Response"). A copy of said Response is attached hereto as Exhibit "B" 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. 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.

1.4. 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. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. 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.

1.6. 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.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed _____ Dollars (\$_____00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response 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 City's Project Manager for approval on a progress basis, but no more often than monthly. 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 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 "D," 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 ___ (X) year, ending on _____, 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 as to 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 and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) 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 and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (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. 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 comprehensive general liability insurance 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, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3. 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.

5.4. 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 Manager or his 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:

Tel:
Fax:
Attn:

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-
Fax: 714-754-
Attn:

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 "C" 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 shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement.

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 secure, at his 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.

6.11. 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.

6.12. Public Records Act Disclosure: Consultant has been advised and is aware that 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, 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.

6.13. 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.

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

6.15. 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 the RFP or the Response, 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 both the Response and the RFP and the Response shall govern over the RFP.

6.16. 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.

6.17. 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.

6.18. 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.

6.19. 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.

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

6.21. 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.

6.22. 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 as 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.

6.23. 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.

6.24. 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

Mayor of the City of Costa Mesa

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

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

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

EXHIBIT B

RESPONSE AND SCOPE OF SERVICES

January 19, 2017
17PROP0010.0007

Mr. Mohcine Chirar
City of Costa Mesa
Public Services/Engineering
77 Fair Drive, 4th Floor
Costa Mesa, CA 92628



Subject: Proposal to Provide Professional Engineering Services for the Inspection of Industrial and Commercial Businesses in the City of Costa Mesa

Dear Mr. Chirar:

Amec Foster Wheeler Environment & Infrastructure (Amec Foster Wheeler) would like to thank you for the opportunity to submit our proposal to provide inspection related services as specified by the City of Costa Mesa's (City) Request for Proposal (RFP). Amec Foster Wheeler has the required expertise to complete these services. Our proposed staff has been providing similar services to the cities within County of Orange for more than thirteen years. Several reasons to continue using Amec Foster Wheeler for your storm water consulting needs are presented below:

1. **Ability to Perform Project Tasks and Record of Success:** Amec Foster Wheeler has successfully performed similar projects for several cities in Orange County including Costa Mesa, Santa Ana, Anaheim, and San Juan Capistrano. We have a record of success providing these cities with a high quality professional services.
2. **Safety:** Amec Foster Wheeler has an extensive safety program and it can be demonstrated by our inspection program. Amec Foster Wheeler has been completed well over 7,500 inspections at industrial and commercial facilities within the County of Orange with **ZERO** safety incidents.
3. **Qualifications of Inspection Staff and Extensive Training Program:** The inspection staff have the education, experience, and training to accomplish this work. We have developed an extensive training program consistent with the requirements of the County's Core Competency Training Program. Amec Foster Wheeler's inspection staff go through this extensive training program prior to completing any inspections on their own. Our training records are available to the City for the Program Effectiveness Assessment.
4. **Quality Assurance/Quality Control Program:** We have established an effective quality assurance/quality control program that enhances our ability to meet the City's expectations.

We have assembled a group of highly qualified specialists, with extensive experience working on various NPDES program components for cities within the County of Orange. Because we have extensive experience providing similar inspection services, we have eliminated inefficiencies associated with the "learning curve" often associated with these types of projects. The capabilities of our team members are provided in detail within this proposal.

We look forward to continue supporting the City on this important project. Should you have any questions, Amec Foster Wheeler's proposed Project Manager Brent Smith will be your primary point of contact. Correspondence can be sent to him at our address listed below or he may be contacted at (949) 574-7632 and his email address is brent.a.smith@amec.fw.com.

Sincerely,

Amec Foster Wheeler Environment & Infrastructure, Inc.

Brent Smith, IGP ToR, CPESC, QSD/QSP
Associate Scientist

Nathan Schaedler, P.E.
Water Resources Division Manager

Proposal to Provide Inspection of Priority Industrial and Commercial
Businesses in the City of Costa Mesa

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Appendix A - Resumes

Firm Introduction

Introduction to Firm and Qualifications

Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) is a leading engineering, consulting and project management organization with more than 40,000 employees in more than 50 countries. Amec Foster Wheeler's Southern California offices boast more than 350 professional and support staff, including more than 80 storm water National Pollutant Discharge Elimination System (NPDES) compliance staff who are available to assist clients. We are able to provide global support while simultaneously providing more one-on-one assistance to clients such as the City of Costa Mesa (City). Amec Foster Wheeler's staff proposed for this project are located in our Irvine office. The core team including the project manager has worked closely with the City for over nine years and is committed to providing the same level of quality the City has come to expect.

Amec Foster Wheeler has extensive experience in the type of services required by the City. Amec Foster Wheeler's proposed project team has successfully completed similar services as those requested in this Request for Proposal (RFP) for Southern California municipal clients including the cities of Anaheim, Santa Ana, Costa Mesa, and San Juan Capistrano. Since 2003, our proposed staff has completed well over 7,500 inspections at industrial and commercial facilities in accordance with the County of Orange Phase I Municipal Separate Storm Sewer System NPDES (Municipal Separate Storm Sewer System [MS4] Permit) and the County of Orange Drainage Area Management Plan (DAMP). These inspection services have included verifying business information, reviewing operations and potential pollutant sources, evaluating Best Management Practices (BMPs), providing educational materials, answering programmatic questions from businesses, taking photographs, and documenting inspection findings in an Access database. Amec Foster Wheeler's services have also included representing cities and industrial dischargers in audits performed by US Environmental Protection Agency (US EPA) and Regional Water Quality Control Board (RWQCB). Our project manager and one of our Senior NPDES Inspectors have performed inspections on behalf of the cities during these audits and the audit findings reflect our professional and thorough evaluations that are conducted at these facilities.

Amec Foster Wheeler staff also has extensive experience performing municipal fixed-facility inspections and training City staff. Our proposed inspectors have performed municipal facility inspections on behalf of the cities of Anaheim, Santa Ana, Costa Mesa, and San Juan Capistrano and County of Orange. Amec Foster Wheeler's staff also provides training to the fixed-facility managers for several cities on the completion of the model municipal program forms. We have provided one-on-one training to staff and provided City-specific training seminars to reach a larger audience. Our project manager has also performed hundreds of NPDES storm water compliance seminars throughout California for municipal and industrial clients. Training seminars to municipal clients have included a general NPDES overview, construction, industrial/commercial, and significant redevelopment programs. Our project manager has the Trainer of Record (ToR) certification under the Industrial General Permit (IGP).

In addition to the municipal expertise, Amec Foster Wheeler's proposed staff have provided storm water compliance services to a wide variety of industrial clients including airports, ports, active and inactive landfills, automobile recyclers, glass recyclers, battery recyclers, paint manufacturers, chemical batch processors, wineries, juice product packagers, school district maintenance shops, truck maintenance and fueling operations, scrap metal recyclers, foundries, mines, aggregate and ready-mix facilities, cement manufacturers, and oil refineries. 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), RWQCB, local municipalities, and third-party environmental groups. With the many different types of clients, Amec Foster Wheeler's staff are familiar with the various BMPs that are implemented by industrial facilities and the challenges that certain businesses have with meeting NPDES permit requirements.

Statement of Project Understanding

Amec Foster Wheeler has extensive experience with the services requested by the City for this project and we have successfully completed similar services for the City since 2007. Amec Foster Wheeler has performed more than 1,500 NPDES related inspections of industrial/commercial facilities for the City and has assisted the City in completing the municipal facility inspections. We have extensive experience using the City's business license data

Proposal to Provide Inspection of Priority Industrial and Commercial Businesses in the City of Costa Mesa

to develop the industrial/commercial inventory and assigning inspections. Amec Foster Wheeler also has extensive experience working with the City's inspection form and the databases 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.

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. Based on the RFP, we understand the City would like assistance with approximately 250 industrial and commercial sites annually and the inspections will be required to be completed by June 30th. We also understand the City would like assistance with the updated prioritization of the industrial/commercial inventory. We have completed the re-prioritization for the City since 2007 and have performed the re-prioritization for other cities in Orange County using the DAMP procedures since 2003. Because the DAMP is outdated, Amec Foster Wheeler's modified the DAMP prioritization procedures last year, which will be used to complete the priority rankings. Our thorough understanding of the inventory development and prioritization 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 municipal facilities in Orange County including the cities of Anaheim, Santa Ana, Costa Mesa, and San Juan Capistrano and County of Orange. Our proposed staff have previously assisted with inspections at the majority of the municipal facilities within the City and are knowledgeable of the BMPs that are implemented at these facilities. For these inspections, Amec Foster Wheeler staff will perform the facility inspection typically with the fixed facility manager. Recommendations will be discussed with the manager prior to including any program modifications on our reports. Amec Foster Wheeler staff will document the inspection using the model municipal program inspection form, summarize the findings on the environmental performance report including any program modifications or incidents that may have occurred during the last fiscal year, and provide a photo log.

Amec Foster Wheeler understands 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, assistance with the Program Effectiveness Assessments (PEA) Section 9, and appropriate conclusions and recommendations. Amec Foster Wheeler has provided these services to the City since 2007 and can successfully assist the City providing a high quality report.

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 had a strong working relationship with the City and many other municipalities in California. The day-to-day management of the project will be performed by Brent Smith, and Ted VonBitner and Nathan Schaedler will provide technical and management oversight.

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 business licenses is received from the City, Amec Foster Wheeler will reprioritize the existing inventory using last year's inspections and online sources such as the Toxic Release Inventory (TRI) and the State Water Resources Control Board's Storm Water Multiple Application and Report Tracking System (SMARTS). After updating the existing records, Amec Foster Wheeler will review the business license data for new businesses that are required to be in the inventory. Amec Foster Wheeler will add the businesses to the inventory and will develop an inspection schedule to complete 250 commercial/industrial facility inspections. Amec Foster Wheeler will assign inspections for high priority businesses and any medium priority business that were not inspected during the last fiscal year. After selecting the required businesses for the fiscal year, Amec Foster Wheeler will assign the appropriate number of low priority businesses up to the 250 commercial/industrial facilities.

Prior to beginning inspections, a notification letter will be sent to the businesses slated for inspection and inspectors will review historical inspection and enforcement records available to become familiar with each site prior to

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inspection. Once businesses have been notified, Amec Foster Wheeler's 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 an inspector "tool box" that will include appropriate BMP and public educational information to provide facilities. Information includes BMP handouts and pamphlets developed by the County and fact sheets developed on the IGP. In addition, our inspector "tool box" includes pH paper, digital camera or tablet, City-specific procedures, and authorization letter. Our inspection staff will distribute and document when BMP materials are provided to account for the educational outreach component of the inspection program.

Once the inspection is complete, the inspection form will be reviewed and finalized. The inspection form will be attached to the existing record and prioritization information will be populated in the database. As requested by the City, we anticipate using the existing City inspection form and database (previously developed by Amec Foster Wheeler), which contains 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;
- ▶ List of BMPs designed at the site and whether or not they are implemented;
- ▶ Observation and comments;
- ▶ Corrective actions, if required, along with prioritization items; and
- ▶ Geographical Information System (GIS) information for applicable businesses.

Amec Foster Wheeler will take photographs of the structures, outdoor storage areas and other applicable areas related to water quality with the permission of the site representative. The photos will be attached to the inspection record and database as required by the MS4 permit. Enforcement letters such as courtesy notices and/or notices of violation may be added to the database as well. If requested by the City, completed inspection forms will be printed out within two weeks of the inspection and will be sent to each inspected facility along with any enforcement letters. For the municipal facility inspection forms, they 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 businesses based on a modified DAMP criteria;
- ▶ Copy of the electronic inspection forms;
- ▶ Inspection staff training documentation; and
- ▶ Conclusions, recommendations, and a list of facilities that require follow-up inspections.

To provide the City with qualified inspectors and maintain a high level of quality, Amec Foster Wheeler has developed an extensive training program consistent with the requirements of the County's Core Competency Program. Training documentation will be available for each proposed inspector and will be provided with the final project report to assist with the completion of the PEA report. To maintain the high level of quality, our project manager and/or a Senior NPDES inspector reviews every inspection form and the QA/QC press will be logged into the City's database. Because of our robust training program and review process, the City can be confident that the recommendations provided by Amec Foster Wheeler to the businesses meet the program requirements without overstepping our program requirements. In addition, Amec Foster Wheeler has represented several cities during audits by the RWQCB and EPA over the last 13 years. The City can be confident that Amec Foster Wheeler's staff will provide high level of quality meeting the MS4 permit requirements.

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 for the City. Amec Foster Wheeler is also a diversified consulting firm with employees who speak various languages, including Spanish. In the event our inspector

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encounters a business representative unable to speak English or clearly has difficulty understanding the inspector, a translator will be available via telephone or, if necessary, in person.

Amec Foster Wheeler also has an extensive safety program. To facilitate the safe completion of the inspections associated with the project, our staff are familiar with the typical hazards associated with field inspections at various industrial, commercial, and municipal operations. When a hazard is present that may prevent safe completion of a site inspection, the inspection will be stopped and Amec Foster Wheeler's project manager will be notified immediately. If the safety issue can not be resolved, Amec Foster Wheeler will notify the City's representative. Significant safety hazards, near misses, or actual injuries would be notified immediately to the City's representative. Our field staff are 40-hour HAZWOPER trained and are familiar with general safety precautions including the proper use of personal protective equipment (PPE) and safe driving techniques. Field personnel will also adhere to site-specific safety requirements prescribed by the individual facilities being inspected and are equipped to wear hardhats, steel toedshoes, safety vests, safety glasses, ear protection, and other PPE as necessary.

Program Suggestions

Amec Foster Wheeler is always looking for ways to improve our inspection programs. Over the last year, Amec Foster Wheeler has developed a new web-based inspection database that is being used by the City of Santa Ana. Amec Foster Wheeler has also developed similar web-based applications for several other municipalities and industrial dischargers, including San Diego International Airport, military bases, and City of Oakland for industrial/commercial inspection programs, structural treatment control inspections, wastewater and drinking water infrastructure mapping projects, and large-scale environmental studies. Based on our extensive experience developing web-based applications, these applications lead to greater efficiencies in file/image management, quality assurance/editing, data analysis, reporting, and provides the City with real-time access to inspection files. Because the tool was already developed, a similar database could be developed for the City resulting in additional cost savings. If interested, Amec Foster Wheeler can provide costs for these database upgrades or demonstrate the City of Santa Ana's application.

Team Experience for Services Requested

This project will be managed out of our Irvine office with field inspection staff located within minutes of many businesses scheduled for inspection. Our project team experience is described below.

Nathan Schaedler, PE will be the principal in charge and project engineer for this project and provide as-needed technical support. As one of Amec Foster Wheeler's surface water business unit leaders, Mr. Schaedler has implemented, managed, and provided oversight for more than \$30 million in storm water and urban runoff-related projects for municipal, academic, military, transportation, and industrial clients throughout California and other western states (Arizona, Alaska, and Washington) over the past 15 years. Projects have encompassed NPDES permit applications, wet and dry weather monitoring, source identification studies, compliance with municipal, construction, and industrial storm water permit requirements, hydrology and hydraulic studies, evaluation of the effectiveness and costs of BMPs, BMP designs, development and implementation of TMDLs, preparation of storm water management plans, illicit connection studies, master planning, guidance manual development, preparation of grant applications, and regulatory negotiation and assistance.

Brent Smith, IGP ToR, QISP, CPESC, QSD/QSP will be the project manager and database manager for this project. Mr. Smith is an associate scientist with more than 17 years of experience providing environmental compliance consulting services. He continues to successfully manage NPDES compliance projects for several of the largest municipalities in Orange County (including the cities of Anaheim, Santa Ana, and Costa Mesa) and large fixed-facilities with an industrial general permit such as John Wayne Airport. Mr. Smith is a Trainer of Record (ToR) under the industrial general permit's Qualified Industrial Storm Water Practitioner (QISP) training program and is a Compliance Group Leader for seventeen school districts within Southern California. He understands the regulatory framework in Orange County and has been involved with multiple audits from RWQCB and EPA at industrial facilities and municipalities.

Mr. Smith has successfully worked with municipalities in Orange County on the industrial/commercial inspection programs since 2003. Mr. Smith is familiar with the multiple departments involved with compliance programs. Mr. Smith has been actively involved in the development of training programs for City inspectors as well as Amec Foster Wheeler staff. He brings extensive technical knowledge in a variety of MS4 permit requirements and has assisted municipalities with the development of City programs such as the new development and significant redevelopment

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verification and operation and maintenance inspection programs, industrial/commercial inspection program, and municipal fixed facility inspection programs. He has assisted numerous other departments with NPDES compliance guidance, development of inventories, and reporting.

Michael Lowther, IGP ToR, QISP, CPESC will assist with quality assurance/quality control (QA/QC) and program management. Mr. Lowther is a Senior Scientist with over 12 years of experience. Mr. Lowther is a ToR under the industrial general permit's QISP training program. Mr. Lowther has performed thousands of industrial/commercial inspections and water quality complaint investigations. Mr. Lowther has also provided several classroom and field trainings to City and Amec Foster Wheeler staff. Mr. Lowther has implemented our training program for our inspection staff for several years resulting in consistency among our inspection staff and providing a high quality product.

Ted Von Bitner, PhD may assist with quality assurance/quality control (QA/QC) and would be available to the City as needed. Dr. Von Bitner has over 15 years of experience in environmental science and program management of water quality related compliance programs for various city and county level government agencies. His technical experiences includes storm water permit compliance monitoring programs, developing complex environmental studies to support watershed and jurisdictional level strategic planning efforts, and preparing program effectiveness assessment reports. Past projects have included multiple microbial based receiving water characterization studies and source identification projects for City and County level municipal agencies to support program implementation plans for regulatory permit compliance.

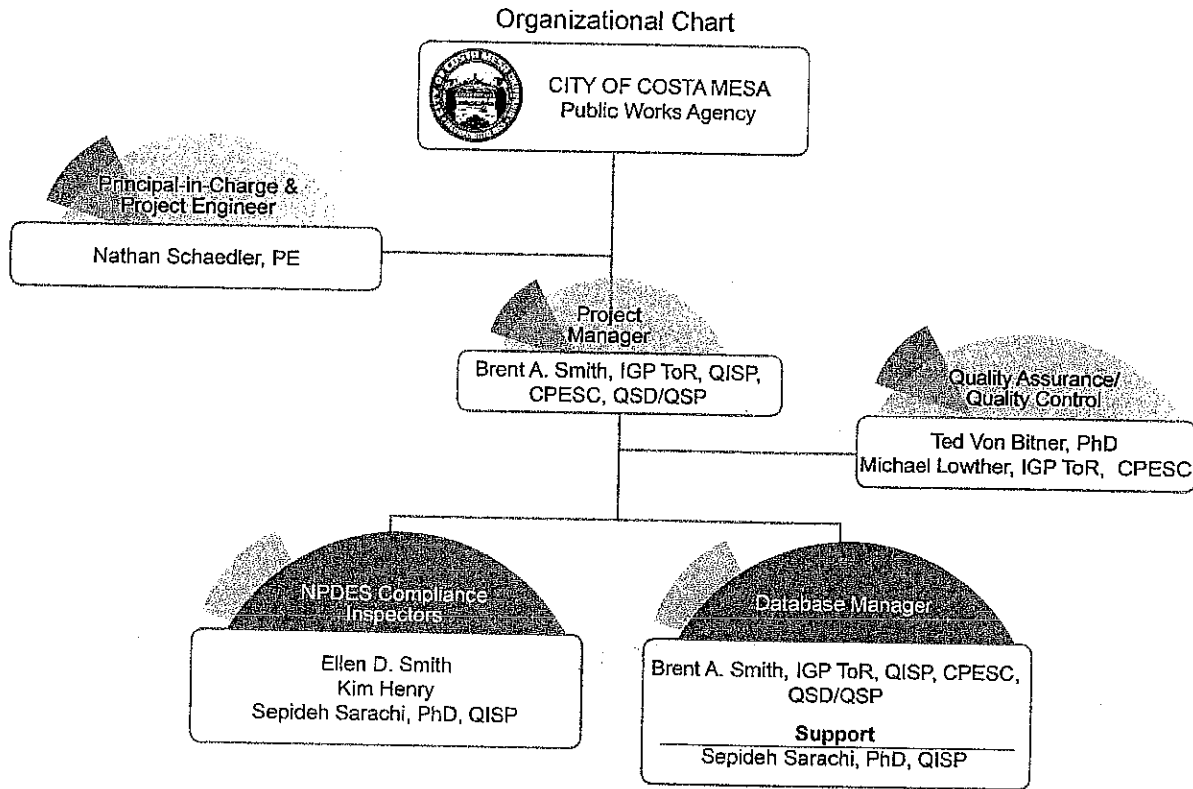
Sepideh Sarachi, PhD, EIT will serve as an industrial/commercial inspector for this project. She has experience in storm water management, drainage engineering and design development, water quality resources, water quality modeling, environmental permitting and municipal, commercial and industrial compliance. Ms. Sarachi has completed several industrial/commercial inspections on behalf of municipalities and has the QISP certification.

Kimberly Henry will serve as an industrial/commercial inspector for this project. Ms. Henry has completed hundreds of industrial/commercial inspections for the cities of Costa Mesa and Santa Ana. Ms. Henry also supports cities with multiple compliance tasks including working the managers for the fixed facilities on the municipal inspection program, completing Operation and Maintenance (O&M) inspections on the public treatment controls, assisting with grant fund support, Local Implementation Plan (LIP) revisions, and has performed preliminary assessments to support the trash amendment programs.

Ellen Smith will serve as an industrial/commercial inspector for this project. Ms. Smith has completed over 1,000 industrial/commercial inspections for cities of Costa Mesa, Santa Ana, and San Juan Capistrano. She has also performed fixed-facility inspections for the City of San Juan Capistrano and County of Orange. She has also performed NPDES compliance inspections for industrial sites.

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Organizational Chart



Recently Completed Projects

The following are recently completed or ongoing projects bearing similar scope to that outlined in the City's RFP. We have included client contact information and encourage you to contact those listed to gain a better understanding of Amec Foster Wheeler's commitment to quality work.

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

For the City of Anaheim, Amec Foster Wheeler has assisted with the implementation of several aspects of the Phase I MS4 Permit program, including NPDES compliance inspections at fixed-facilities, industrial/commercial site inspections and program management, construction site evaluations, guidance manual and procedure development, source investigation studies, WQMP verification and O&M inspections, WQMP administrative support, annual program effectiveness assessment reporting, staff training, trash amendment program guidance, and grant program support. Amec Foster Wheeler has developed a variety of procedures and guidance materials for the City's NPDES program, including guidance manuals/procedures on the implementation of the ID/IC, industrial/commercial inspections, and WQMP inspection programs. We have inspected hundreds of sites with WQMPs, completed over 50 verification inspections to verify that structural treatment controls were installed in accordance with the WQMP and grading plan, inspected thousands of industrial and commercial facilities, completed thousands of illegal discharge/illicit connection and source investigations for the City, and provided annual trainings to City staff for over the last thirteen years. Several of these programs have transitioned to the City's Code Enforcement Department with Amec Foster Wheeler continuing to provide programmatic level support including inventory development, on-going training, assistance with cases as needed, and PEA support. Amec Foster Wheeler has also provided support to the City's other compliance programs such as administering the

Requested Information
Year Completed: Ongoing
Client: City of Anaheim
Contact: Keith Linker, Principal Civil Engineer, (714) 765-4141
Project Team: Brent Smith, Mike Lowther, Kimberly Henry, Sepideh Sarachi, Ted Von Bitner

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SWRCB Proposition 84 Grant requirements for the City and assisted with the application process for Proposition 1 grant funding.

Other projects include assisting the City with trash amendment program development. Amec Foster Wheeler has developed presentations and short fact sheets to present to the Public Works Director. Amec Foster Wheeler has also managed bacteria source investigations for the City in response to elevated bacteria sample results observed in Santa Ana River and Anaheim Bay-Huntington Harbor Watershed. These investigations were initiated by the County of Orange Countywide Dry Weather Monitoring Program that involved sampling for various constituents within major storm drains/channels within each watershed. A variety of techniques were used to identify sources of bacteria including mapping the storm and sewer drains, dye testing, flow monitoring, water quality sampling, and confined space entry to identify potential cross-connections. Amec Foster Wheeler used the City's GIS system to identify land-uses within the watershed to focus the detailed source investigation efforts.

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

Amec Foster Wheeler has assisted the City of Santa Ana with implementation of several aspects of their Phase I MS4 NPDES permit inspection program for the past eleven years. Amec Foster Wheeler 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. Amec Foster Wheeler recently upgraded this database to a web-based application to provide the City with long-term efficiencies and improved file sharing. Inspections involve evaluation of BMPs and distribution of educational materials to businesses. Amec Foster Wheeler also performs re-inspections for facilities that were found to be non-compliant or had BMP implementation issues. Amec Foster Wheeler works closely with the City's storm water coordinator and has assisted the City with issuance of Administrative Citations. 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 industrial/commercial inspection program, Amec Foster Wheeler has assisted with response investigations and documentation of ID/IC complaints, assisted with Chapter 9 of the City's annual PEA, completed municipally operated fixed-facility inspections, completed O&M inspections at sites with WQMPs, assisted with data collection for the trash generation model, and has assisted with several aspects of administering the SWRCB Proposition 84 Grant requirements for the City's Morrison Park project. Amec Foster Wheeler has also developed and provided several trainings to staff on topics including NPDES permit compliance, CGP compliance, and industrial/commercial NPDES inspections. Our project team has also successfully represented the City during audits with the RWQCB and US EPA and assisted with the development of a response letter during an audit with the RWQCB. Other tasks performed at the City include trash amendment program support including performing the field verifications to assess whether the City's model accurately represents the trash accumulation rates.

City of Costa Mesa – Dry Weather Source Investigation and NPDES Compliance Inspections, Costa Mesa, California

Amec Foster Wheeler has assisted the City of Costa with implementation of their industrial/commercial/municipal NPDES inspection program since 2007. Amec Foster Wheeler has performed more than 1,500 inspections of industrial and commercial facilities and assisted the City of Costa Mesa in developing and maintaining a database to track inspection results. In addition, Amec Foster Wheeler has assisted the City of Costa Mesa in performing NPDES inspections of municipally operated facilities (corporate yards, police stations, City Hall, fire stations).

In addition to industrial/commercial inspection services, Amec Foster Wheeler has 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

Requested Information
Year Completed:
Ongoing
Client: City of Santa Ana
Contact: Craig Foster,
714-647-5659
Or
Thomas Lo (Now with
City of Irvine),
714-342-9265
Project Team: Brent
Smith, Mike Lowther,
Ellen Smith, Kimberly
Henry, Sepideh Sarachi,
Ted Von Bitner

Requested Information
Year Completed: 1996-
2008; 2014 to present
Client: John Wayne
Airport
Contact: Larry Serafini,
(949) 252-5270
Project Team: Brent
Smith, Mike Lowther,
Kimberly Henry, Sepideh
Sarachi, Danielle Rigali.

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and samples were collected. Field staff initiated upstream flow investigations when visual observation and field test results indicated potentially elevated pollutant levels.

Storm Water Consulting Services, Orange County, California

Amec Foster Wheeler has provided storm water consulting services to Orange County municipalities and John Wayne Airport for more than 12 years (1996-2008 and 2014 to present). The services performed by Amec Foster Wheeler include developing TMDL implementation, regional watershed planning technical advisory services, storm water compliance documents, establishing and/or documenting appropriate storm water BMPs, storm water sampling, analysis, auditing compliance programs of leased-hold tenants, data interpretation, reporting, and training. As a fixed facility owned by the County, Amec Foster Wheeler also performs inspections of John Wayne Airport landside operations in accordance with the MS4 permit. Airside operations are inspected and reported under both industrial and MS4 permits. Amec Foster Wheeler also performs WQMP related inspections at the airport including both verification and operation and maintenance in accordance with the MS4 permit requirements. Storm water sampling for this project involves installing, configuring, and maintaining several automated storm water sampling systems. Amec Foster Wheeler prepared a comprehensive SWPPP and monitoring implementation plan that covers the entire airport including activities of multiple carriers, tenants, and outside contractors. Annual training is also conducted and includes classroom setting trainings for fixed based operators and carriers. The proposed project manager performs this training on behalf of the airport to approximately 200 employees each year.

Requested Information
Year Completed: 2015
Client: Port of Los Angeles
Contact: Rachel McPherson, (310) 732-0314
Project Team: Brent Smith, Kimberly Henry

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

For this project, Amec Foster Wheeler 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 were part of an ongoing Tenant Outreach Program that was underway since 2008 and was a pollutant control program element in the Port's Water Resources Action Plan (WRAP). The primary goals of this inspection program included gaining a better understanding of the 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 documenting the positive attributes observed and providing recommendations for site improvement or BMP implementation. Facilities visited included passenger and cargo terminals, rail service and equipment yards, passenger and ferry terminals, Port O' Call Village, marinas, shipyards, yacht clubs, marine construction yards, sulphur plants, auto scrap yards, metal recycling yards, fish market and fish docks, and towing and tug services.

Requested Information
Year Completed: Ongoing
Client: City of Costa Mesa
Contact: Mohcine Chirar (714) 754-5140
Project Team: Brent Smith, Mike Lowther, Ellen Smith, Kimberly Henry

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Table 1 – Other Relevant Projects

Client	On-Call NPDES Program Support	Inspection Scheduling/Logistics	Industrial/Commercial Inspections	Ind/Comm Inventory Development	Annual Reporting Assistance	Database Support for NPDES Program
City of Anaheim	•	•	•	•	•	•
City of Santa Ana	•	•	•	•	•	•
City of Costa Mesa	•	•	•	•	•	•
City of San Juan Capistrano	•	•	•	•	•	•
City of San Clement	•	•	•	•	•	•
City of Laguna Beach	•	•	•	•	•	•
John Wayne Airport	•	•	•	•	•	•
City of San Diego	•	•	•	•	•	•
County of San Diego	•	•	•	•	•	•
San Diego International Airport	•	•	•	•	•	•

Schedule

Our project schedule is shown in Table 2 and 3 below.

Table 2 – 2017-2018 Project Schedule

Task	Date
Notice to Proceed Issued by the City	February 12, 2017
Project Kick-Off Meeting/City to provide Business License Data	March 1, 2017
Inventory Update Completion Date & Assign Inspections	March 15, 2017
Quarterly Report Assistance (3 rd Quarter)	April 6, 2017
Complete Commercial and Industrial Inspections	June 15, 2017
Quarterly Report Assistance (4 th Quarter)	June 30, 2017
Submit Draft Summary Report to the City Electronically with County Excel Files (PEA Chapter 9)	July 15, 2017
Submit Final Report to the City (Hard Copy Binder with electronic files on a DVD including a Draft of PEA Chapter 9)	September 30, 2017

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Table 3 – 2018-2019 Project Schedule

Task	Date
Project Kick-Off Meeting/City to provide Business License Data	October 1, 2017
Quarterly Report Assistance (1 st Quarter)	October 5, 2017
Inventory Update Completion Date & Assign Inspections	October 15, 2017
Quarterly Report Assistance (2 nd Quarter)	January 5, 2018
Quarterly Report Assistance (3 rd Quarter)	April 5, 2018
Complete Commercial and Industrial Inspections	May 31, 2018
Quarterly Report Assistance (4 th Quarter)	June 30, 2018
Submit Draft Summary Report to the City Electronically with County Excel Files (PEA Chapter 9)	July 15, 2018
Submit Final Report to the City (Hard Copy Binder with electronic files on a DVD including a Draft of PEA Chapter 9)	September 30, 2018

Available Field Staff and Experience

Our project team has more than sufficient resources to meet the City's requirements and can bring in additional staff from the 80 NPDES Compliance specialists available. We have included several as needed staff to our Organization Chart to demonstrate our resources that will be available to the City. In addition, our project team has demonstrated to the City since 2007 that we can have staff available with relatively short notice. Amec Foster Wheeler's project manager and key staff have been devoted to this project and will respond quickly as needed. Table 4 below presents the qualifications of our staff along with the estimated percentage of time allocated to the project based on the scope of services requested.

Table 4 - Qualifications of Proposed Team

Staff	Education	Registrations	Percentage of Time Devoted to Project
Nathan Schaedler	BS, Civil Engineering, Cornell University	Professional Civil Engineer, CA #57618	As needed
Brent A. Smith	BS, Environmental Science, University of California, Santa Barbara	Trainer of Record/QISP Certified Professional in Erosion and Sediment Control, Reg. # 5585 Qualified SWPPP Developer/SWPPP Practitioner (QSD/QSP), CASQA, No. 01105, 2011	As needed
Michael Lowther	BS, Environmental Engineering, California Polytechnic State University, San Luis Obispo	Trainer of Record/QISP Certified Professional in Erosion and Sediment Control, CPESC No. 6187, 2011	As Needed

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Staff	Education	Registrations	Percentage of Time Devoted to Project
Sepideh Sarachi	Ph.D., Civil and Environmental Engineering, University of California, Irvine	Engineer In Training, California. No. 14-958-50 QISP	40%*
	M.S., Civil and Environmental Engineering, University of California		
	B.S., Civil Engineering and Environmental Engineering, Sharif University of Technology, Tehran, Iran		
Kimberly Henry	MS, Geological Sciences (option in Environmental Hydrogeology), California State University, Los Angeles	N/A	As needed
Ellen Smith	B.A., Geology, Occidental College, 1981	N/A	As needed
Ted Von Bitner	PhD, Inorganic Chemistry, University of California Los Angeles	N/A	As needed
	BS, Chemical Physics, University of California San Diego		

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.

Resumes

Resumes for the proposed project team are located in Appendix A of this proposal.



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wheeler

Appendix A - Resumes

Nathan Schaedler, PE

Senior Principal Engineer/Principal-in-Charge



Professional summary

As a Project Manager and Business Unit Leader at Amec Foster Wheeler, Mr. Schaedler has managed and provided oversight for a team of 20 engineers, scientists, and technicians involved in implementing a variety of storm water and urban runoff-related projects California for the past 16 years. Mr. Schaedler has managed more than \$20 million in urban runoff-related projects that have spanned all aspects of urban runoff. These have included wet and dry weather monitoring, source identification studies, compliance with municipal and industrial storm water permit requirements, hydrology and hydraulic studies, evaluation of the effectiveness and costs of Best Management Practices (BMPs), BMP designs, development and implementation of TMDLs, preparation of storm water management plans, illicit connection studies, master planning, guidance manual development and regulatory negotiation and assistance. Mr. Schaedler has also managed more than \$2 million in TMDL-related studies for northern San Diego County cities, the California Department of Transportation, Big Bear Lake, and others over the past two years. His TMDL experience has focused on a variety of different pollutants (i.e., nutrients, sediment, bacteria, and mercury) for lakes, rivers, and the Pacific Ocean throughout California. Mr. Schaedler has also managed the implementation of the first ASBS programs in the state, including those for the UCSD, Scripps Institution of Oceanography, Caltrans, and Cities of Monterey and Pacific Grove.

Representative projects

Los Angeles County Sanitation District, Low-Level Mercury Study

Mr. Schaedler was the Project Manager of a study to determine the contribution of mercury from Los Angeles County wastewater treatment plants into the Los Angeles River. The study involved the collection, analyses, and reporting of flow-weighted composite samples from 12 locations using ultra low level sampling and analyses techniques. These locations included effluent discharges from treatment plants and ambient receiving water.

US Marine Corps Air Ground Combat Center, Twentynine Palms, CA

Quality Assurance/Quality Control Program Feasibility Study. Project Engineer -Responsible for analyzing the most cost-effective options for the Activity's water/wastewater laboratory to comply with Federal EPA and State of California DHS potable water, reclaimed water, and wastewater testing requirements. Responsible for determining the feasibility of equipment upgrades for analysis of organic and inorganic constituents, identifying the facilities operational status, identifying the operational and maintenance life cycle costs, and determining the economical aspects and effectiveness of alternate options to operate the laboratory 365 days per year. Options were developed that could provide the Activity with significant savings (up to \$2 million in analytical costs). SWDiv rated services on this project as "excellent".

US Marine Corps Base Camp Pendleton, California. Sewage Treatment Plant Pretreatment Survey and Source Control Management Plan

Project Manager - responsible for a study of five sewage treatment plants (STPs) and associated collection systems that discharge to the Santa Margarita River. The project involved: (1) characterizing wastewater from various industrial users, (2) evaluating existing pretreatment and the need for upgrades/repairs, evaluating the performance of the STPs, (3) conducting an industrial wastewater survey, (4) preparing a Toxicity Reduction Evaluation (TRE) plan, and (5) preparing and implementing a Source Control Pretreatment Program. Local limits were calculated to prevent inhibition/interference, toxicity, biosolids/sludge pollutant exceedances, and exceedances of effluent limits. The TRE presented strategies to conduct STP performance evaluations and in-plant modifications to comply with effluent limits for chlorine residual, ammonia, and other potential toxicants. Options were identified to potentially save the base over \$1 million dollars in treatment costs over a 20-year life cycle period. Based on the results of the study, documentation was prepared for modifications and/or additions to existing STPs and/or pretreatment systems.

Education

BS, Civil Engineering,
Cornell University

Professional qualifications

Professional Engineer - Civil
Engineering (California)
#C57618

Continued...

As-Needed Storm Water Engineering and Consulting Services for the City of San Diego Storm Water Department, San Diego, CA

Amec Foster Wheeler's Project Manager responsible for providing oversight for dry and wet weather monitoring for the City of San Diego to further characterize the City's storm drain system discharges to the Chollas Creek and B St/ Downtown Anchorage drainage areas. Dry weather monitoring consisted of both sediment and water sampling. Wet weather monitoring included temporary wet weather sites selected to characterize runoff from a larger drain shed and land use sites selected to characterize runoff from specific land use sites for modeling purposes.

As-Needed Water Quality/Quantity Services, County of San Diego, CA

Project Manager for 13 task orders totaling over \$900K. Responsible for managing a providing oversight for a team of engineers, scientists and technicians involved in assisting the County navigating compliance with existing and forthcoming requirements attributed to total maximum daily loads (TMDLs) and the Municipal Regional Permit (MRP). Services also include water quality and flow monitoring; review of Pollutants of Concern; watershed monitoring; dry weather monitoring; TMDL; SWPPP development; a soil erosion BMP evaluation study; and, revision of monitoring plans.

Southern California Coastal Water Research Program (SCCWRP) Wet Weather Monitoring Program (Multiple Task Orders) San Diego, Orange, Ventura, Riverside and Los Angeles Counties

Project Manager: for over \$600,000 in task orders. Projects included various monitoring programs to support water quality models used to assess and develop TMDLs, storm water flow monitoring and sample data collection to model contributions of pathogens, nutrients, and trace metals over a 48-hour storm to support the Bacterial TMDL for Ballona Creek, and monitoring of dry and wet weather flows from seven mass emission sites, and 24 mixed land use watershed sites in support of TMDL assessments for bacteria, nutrients, pesticides, and trace metals in the Santa Monica Bay, Los Angeles River, Ballona Creek, Dominguez Channel and San Gabriel River watersheds.

San Diego County Regional Airport Authority (SDCRAA) Best Management Practices (BMP) Program, Hydrologic and Stormwater Services, San Diego International Airport

Mr. Schaedler oversees the development of a BMP program for the San Diego International Airport to meet the requirements of SDRWCB Municipal Permit Order 2001-01. The project includes performing a hydrology and hydraulic assessment of the drainage system, evaluating existing storm water conveyance system and treatment facilities, performing a tidal surge study to mitigate contaminated sediments, evaluating potential pollutant sources, evaluating compliance with existing state, federal, and local storm water and environmental regulations, developing recommendations for BMPs for existing facilities and planned expansions, and preparing a Storm Water Master Plan, CIP, and GIS application.

Brent Smith, IGP ToR, QISP, QSD/P, CPESC

Associate Scientist/Project Manager



Professional summary

Mr. Smith is an associate scientist with more than 16 years of experience providing environmental compliance consulting for a wide variety of projects and clients. Mr. Smith has assisted clients comply with NPDES regulations and permitting including municipal storm separate sewer system (MS4), industrial, construction, deminimus permits. Mr. Smith's responsibilities have included storm water program management; permit compliance document preparation and reviews including Industrial General Permit Storm Water Pollution Prevention Plans (SWPPPs), construction SWPPPs and Water Pollution Control Plans (WPCP), Water Quality Management Plans (WQMP) or Standard Urban Stormwater Mitigation Plans (SUSMP); flow measurement and sampling system design; site inspections; evaluation and recommendation of Best Management Practices (BMPs); field monitoring; training; and review of analytical results for monitoring programs. Mr. Smith has provided litigation support for several clients and assisted many facilities with other compliance programs/tasks such as Spill Prevention Control and Countermeasure (SPCC) Plans, Facility Response Plan (FRP), and Hazardous Materials Business Emergency Plans (HMBEP); industrial wastewater permitting; and grant funding compliance assistance. Mr. Smith is currently the project manager for compliance programs for the largest municipalities in Orange County and storm water programs for large industrial facilities such as John Wayne Airport.

Representative projects

Municipal NPDES Program, Anaheim, California:

Mr. Smith is the Amec Foster Wheeler's project manager for the City's NPDES compliance programs. Mr. Smith has assisted with the development and implementation of a comprehensive NPDES compliance inspection program for both the Existing Development and the City's Significant Re-Development Programs. The Existing Development inspection program included inspecting thousands of industrial and commercial facilities to assist the City comply with storm water program obligations. The inspections met the requirements of Orange County's Drainage Area Management Plan (DAMP) and the City's Local Implementation Plan (LIP). The inspections included documentation of potential sources of non-storm water discharge and evaluation of best management practices in place at each facility. Enforcement actions were pursued if areas of non-compliance were identified during the inspection. In 2009, Mr. Smith developed a training program and transitioned this program to the City's Code Enforcement Department. Mr. Smith continued to provide program level support to the City's Code Enforcement staff. For the Significant Redevelopment Program, Mr. Smith assisted the City of Anaheim with the review of WQMPs, conducted and supervised field verifications of hundreds of structural treatment controls installed, reviewed operation and maintenance (O&M) of hundreds of post-construction BMPs, and assisted the City during a Regional Water Quality Control Board (RWQCB) audit. Structural treatment controls reviewed include infiltration basins, infiltration trenches, vegetative swales, rain gardens, StormTech Chamber Infiltration Systems, Contech CDS Units, Filterra Bioretention Systems, Modular Wetland Systems, permeable pavers, Maxwell Plus Drywells, storm water capture and reuse systems, and proprietary catch basin inserts. Mr. Smith has developed training programs for staff to implement the program and continues to provide program level support. Mr. Smith also provides program management for the City's other NPDES compliance programs and assists with all aspects of City's annual report.

Mr. Smith assisted the City with administering SWRCB Proposition 84 Grant requirements. One of the Prop 84 Grant projects was a Low Impact Development project that created a 1.5-acre linear park with vegetative swales alongside a street widening project. Mr. Smith assisted with reports including the Project Assessment and Evaluation Plan, Monitoring Plan, Quality Assurance Project Plan, Quarterly Progress Reports, Annual Progress Summaries,

Education

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

Professional qualifications

2015 Industrial General Permit Trainer of Record (Reg. No. 115)

2011 QSD/P, CASQA (Reg. No. 01105)

Certified Professional in Erosion and Sediment Control, (Reg. No. 5585)

Qualified Storm Water Pollution Prevention Plan Developer for the Scrap Metal Permit, Order No. R8-2012-0012, Certificate #SMQSD-005

Professional societies

California Stormwater Quality Association

Continued...

Draft and Final Report, Final Project Summary, and California Environmental Data Exchange Network (CEDEN) submittal. Mr. Smith assisted with the education and outreach and monitoring implementation as well.

Municipal NPDES Program, Santa Ana, CA:

Mr. Smith is the project manager for the City's NPDES compliance program. Mr. Smith has assisted the City of Santa Ana with implementation of several aspects of their Phase I MS4 permit including the development and implementation of an industrial and commercial NPDES inspection program which includes inspections at approximately one thousand industrial and commercial facilities per year. Inspections involve evaluation of BMPs, distribution of educational materials to businesses, and issuance of administrative citations and re-inspections for facilities that were found to be non-compliant. Mr. Smith provides status reports to the City on a routine basis. Inspections are performed in accordance with the City of Santa Ana's Local Implementation Plan (LIP), local water quality ordinances, and Phase I MS4 Permit issued by the Santa Ana RWQCB. In addition, Mr. Smith assisted the City with response, investigation and documentation of illegal discharge and illicit connection complaints. Mr. Smith has also provided the City of Santa Ana with annual report assistance, assisted with regulatory audits from both US EPA and Santa Ana RWQCB, has developed and provided several trainings to staff on topics including NPDES permit compliance, CGP compliance, and industrial/commercial NPDES inspections, and assisted with grant funding requirements.

NPDES Program Compliance, John Wayne Airport, Orange County, CA.

Mr. Smith is the task manager for storm water compliance for John Wayne Airport. Mr. Smith assists airport with regulatory program compliance tasks including the industrial storm water permit, construction program, planning support, MS4 permit compliance, SPCC, HMBEP, wastewater permitting, and emergency response. The storm water task includes assisting with a sampling and analysis program which uses automated samplers to collect samples during qualifying storm events, evaluating the results, performing inspections, providing BMP recommendations to airport management, preparing reports, and training airport operations staff and airport tenants. The planning support task includes reviewing Water Quality Management Plans (WQMPs) and inspecting post-structural treatment controls to support the airport's significant re-development program. Mr. Smith manages the inspection program for the airport's SPCC compliance program, assists with revisions to the SPCC plan, and assists with purchase and installation of new ASTs. The SPCC related inspections include checking the foundation, piping, containment system, and response equipment. Mr. Smith provides SPCC training to staff responsible for emergency response and cleanup. Mr. Smith also reviews compliance documentation associated with ASTs and underground piping managed by the airports fueling contractor. Compliance documentation includes cathodic protection surveys, vault inspections, leak detection inspections, and pressure testing for the ASTs and pipeline. For the emergency response task, Mr. Smith is responsible for oversight of spill response contractors during cleanup activities.

Port of Long Beach, On-Call Water Quality Services, Long Beach, CA:

Regulatory Comment Support: Mr. Smith assisted with the preparation of a technical memorandum summarizing existing research studies and reports related to advanced treatment of storm water to remove trace metals as well as the potential economic impacts associated with large scale storm water treatment systems. The objective was to assist POLB and the Port of Los Angeles with understanding potential relevant, site-specific approaches for treating storm water runoff in the event numeric discharge limits are imposed based on the California Toxic Rule (CTR) criteria for metals. Treatment technologies assessed included media filtration, ion exchange, electro-coagulation, infiltration, wet ponds, and reverse osmosis. Based on the results of the technology assessment, detailed cost spreadsheets were developed to summarize the potential economic impacts of installing storm water treatment systems to attempt to meet CTR criteria at all POLB discharge points. The costs and technology assessment were used by POLB when preparing both TMDL and Industrial General Permit comments. Mr. Smith also assisted POLB with development of comments on the draft IGP preparing a comment table and estimated costs to comply with proposed storm water sampling requirements and increased inspection requirements.

Tenant Storm Water BMP Evaluations: Mr. Smith has also conducted storm water compliance site inspections at seven POLB tenant facilities. The purpose of the compliance inspections was to become familiar with site conditions and operations, to assess storm water compliance documents and potential sources of storm water pollutants, and to evaluate structural and non-structural BMPs implemented at each site. Evaluations focused on assessing sources of elevated metals concentration at each industrial operation. Mr. Smith developed technical memorandums with a summary of observed site conditions and recommendations for BMP improvements for each site.

Construction NPDES Program Support: Mr. Smith worked closely with the Port of Long Beach to comply with construction project document revision and risk calculation requirements imposed in California's Construction General Permit Order No. 2009-0009-DWQ (CGP). Mr. Smith assisted with developing a procedure to properly calculate risk for construction sites at the Port of Long Beach, and utilized the procedure to calculate risk for four active constructions sites. The procedure included a description of the approaches for use of both SWRCB developed RUSLE factors and site-specific factors when calculating sediment risk. Mr. Smith utilized the site-specific RUSLE factors (K and LS) to lower the risk level for three of four sites. In addition, Mr. Smith has assisted with revisions and development of SWPPPs as a Qualified SWPPP Developer (QSD) for construction projects at the Port of Long Beach.

Michael Lowther, IGP ToR, CPESC, QSD

Senior Scientist



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Professional summary

Mr. Lowther has 12 years of professional experience evaluating and developing storm water management programs and providing annual training seminars to comply with California's NPDES IGP for discharges associated with industrial activities. Mr. Lowther has written and evaluated SWPPPs for a variety of industrial facilities with industrial activities that include sulphur processing, clay mining, oil field drilling, aerospace manufacturing, automotive dismantling, scrap metal/paper/plastic processing, chemical manufacturers, wineries, paint manufacturers, airports, schools bus maintenance shops, marina's and boatyards. Mr. Lowther has experience providing required annual storm water training seminars to industrial facilities for compliance with the IGP. Training seminars included updates on the recently adopted IGP that will be effective July 1, 2015, discussions on implementing BMPs and sample collection techniques. In addition, Mr. Lowther has experience performing storm water hydrology runoff analysis and sizing treatment control BMPs.

During the past 10 years, Mr. Lowther has provide MS4 NPDES compliance support that includes completing several thousand municipal industrial/commercial inspections on behalf of municipalities in Orange County to comply with the Santa Ana RWQCB's MS4 permit.

Mr. Lowther has experience performing post construction WQMP storm water treatment control BMPs inspections on behalf of municipalities to verify that BMPs were installed and maintained as proposed in the WQMPs. Mr. Lowther has extensive experience training AMEC personnel and municipal personnel to complete industrial/commercial inspections and WQMP operation and maintenance inspections to comply with the Orange County DAMP and MS4 permit. Mr. Lowther is also familiar with the construction and municipal NPDES permitting requirements.

Mr. Lowther previously worked for the RWQCB as a 401 certification coordinator and has experience working closely with clients to assess water quality and identify appropriate streambed, riparian, and wetland mitigation measures and BMPs.

Representative projects

NPDES Compliance Inspections, City of Anaheim, CA

Mr. Lowther has provided support for the City's MS4 NPDES programs for the past 12 years. His experience include:

- A comprehensive understanding of the City's Storm Water Program.
- Providing Water Quality Management Plan (WQMP) inspection program support which includes:
 - Assisting the City's Public Works inspectors with structural treatment control BMP verification inspections. Verification inspections include reviewing the project WQMP and grading plans to understand the proposed structural treatment controls, perform onsite inspections of the structural treatment controls to verify they are installed in accordance with the WQMP and grading plan.
 - Interviewing project representatives and Public Works inspectors to verify that structural treatment control BMPs are installed in accordance with the Grading Plan.
 - Working with project representatives, Public Works inspectors and City engineers to resolve issues when structural treatment controls that are not installed in accordance with the WQMP and Grading Plan.
 - Completing verification inspection reports that documents the installation of structural treatment control BMPs.
 - Understanding of aboveground and belowground structural treatment control BMPs.
 - Completed WQMP operation and maintenance inspections at a variety of sites, including Disneyland, to comply with the MS4 Permit requirements.

Education

BS, Environmental Engineering, California Polytechnic State University, San Luis Obispo

Professional qualifications

2015 Industrial General Permit Trainer of Record/Qualified Industrial Storm Water Practitioner (Reg. No. 159)

Qualified SWPPP Developer/Practitioner for SWRCB Region 8, Sector-Specific General Permit for Scrap Metal Recycling Facilities, SM-QSD-001, 2012

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

Memberships/affiliations

California Storm Water Quality Association

Continued...

- City staff training that includes:
 - Class room and field training to Code Enforcement on how to read Grading Plans and evaluate structural treatment control BMPs to determine if they still function as documented in the WQMP, Grading Plan and BMP verification inspection report.
 - Provide informal field training to all Public Works inspectors on the purpose and function of various types of structural treatment control BMPs installed at projects sites under their supervision.
- A high level of understanding of the purpose for WQMP BMPs that includes an understanding of the following:
 - Purpose and function of all WQMP BMPs.
 - Typical construction problems related to WQMP BMPs.
 - Flow paths and disruptions to water conveyance.
 - Drainage Management Areas as it relates to runoff.
 - Construction sequencing as it relates to and impacts WQMP BMPs.
 - The extent to which recommendations for resolution can and cannot be offered as it relates to the WQMP and Grading Plans.
- Supporting the Brookhurst Street Low Impact Development Project (Proposition 84 Grant Project). Support included:
 - Collecting storm water samples and documenting visual observations to evaluate the effectiveness of the vegetated swales to remove pollutants before discharging to the City's storm drain system.
 - Evaluation of sample data to assess the performance of the vegetated swales.
 - Assisting with completing quarterly reports that were submitted to the SWRCB.
- Providing public outreach support at the request of Public Works. Occasionally, the Public Works engineer will request scheduling a meeting with a business owner or construction contractor to provide basic information for compliance with the MS4 NPDES Permit.
- Completing fixed facility inspections that includes an evaluation of potential pollutant sources and BMP effectiveness.
- Investigating various NPDES related complaints and performing facility audits at industrial and commercial sites to evaluate facility compliance with RWQCB storm water requirements with drainage area management plans. The audit included evaluation of current business practices that may have potential discharges generated by the facility and recommended interim action of BMP.
- Completing thousands of facility audits at industrial and commercial sites to evaluate facility compliance with RWQCB storm water requirements with drainage area management plans. The audit 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 include writing notices of violation.
- Attending and participating in the County's subcommittee meetings on behalf of the City.
- Familiarity with the City's Tidemark database and document file system.
- Completing several thousand municipal industrial/commercial inspections on behalf of municipalities in Orange County to comply with the Santa Ana RWQCB's MS4 permit.

NPDES Compliance Inspections, City of Santa Ana, CA

Mr. Lowther has provided support for the City's NPDES program for the past 12 years. His experience include:

- Working closely with the City's storm water coordinator and assist with Local Implementation Plan revisions/updates, assisting other departments with reviewing current procedures/practices and provide recommendations to comply with regulatory requirements.
- Assisting the City with the implementation of the MS4 NPDES Permit.
- Assisting the City with the Program Effectiveness Assessment Chapter 9 Annual Report.
- On behalf of the City attend and participated in County sponsored subcommittee meetings.
- Participated in discussions regarding the Statewide Trash Policy and provided feedback on which compliance track best suits the City.
- Responding to prohibited discharge complaints and issue Administrative Citations when appropriate.
- Provided support when the RWQCB audited the City's NPDES programs.
- Completing fixed facility inspections that includes an evaluation of potential pollutant sources and BMP effectiveness.
- Assisted with the development and implementation of a new database to track industrial and commercial facility inspections.
- Training City staff and Amec inspectors to perform facility audits at industrial and commercial sites to evaluate facility compliance with RWQCB storm water requirements with drainage area management plans.
- Completing thousands of facility audits at industrial and commercial sites to evaluate facility compliance with RWQCB storm water requirements with drainage area management plans. The audit 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 include writing notices of violation.

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NPDES Compliance Inspections, City of Costa Mesa, CA

Mr. Lowther performed facility audits at hundreds of industrial and commercial sites to evaluate facility compliance with RWQCB storm water requirements with drainage area management plans. The audit included evaluation of current business practices that may have potential discharges generated by the facility and recommended interim action of BMP.

NPDES MS4 Permit, 2014 IGP SWPPP Compliance, NONA Compliance, City of Banning, CA

Assisted with the site assessment to determine if the Banning Wastewater Treatment Plant met the NONA provisions in the 2014 Industrial General Permit (IGP). Completed research of historical rainfall data and soil types in the Banning area. Assisted with hydrology modelling based on site conditions and local historical rainfall data and assisted drafting the NONA technical report. Provided training to City personnel that included an overview of the NPDES MS4 Permit for the Whitewater River Region and a comprehensive training on the background and requirements of the 2014 IGP. Assisted the City of Banning with MS4 and Industrial General Permit compliance and developing Facility Pollution Prevention Plans (FPPP) for the City's Corporate Yard and Water Yard. The FPPPs documented BMPs implemented at these yards to identify and eliminate potential pollutant sources that may have an impact on storm water quality. Assisted the City with preparing for an inspection/audit by the Colorado River Basin RWQCB. Developed the 2014 IGP Storm Water Pollution Prevention Plan and Monitoring Implementation Plan for the City's wastewater treatment plant.

Hydrology Analysis and Storm Water Treatment Control BMP Development/Selection, CA

Performed storm water hydrology runoff analysis and sizing treatment control BMPs at scrap metal recycling and processing facilities (Pick Your Part, Ekco Metals, and Vi-Cal Metals) with pervious and impervious ground cover in Los Angeles County and Orange County. Determined 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. Also determined estimated costs for structural BMPs, treatment control BMPs and supported infrastructure. Developed conceptual designs demonstrating how structural and treatment control BMPs would be installed at a particular facility.

Industrial General Permit Compliance Support, Various Locations, CA

Developed and evaluated SWPPPs and monitoring programs for a variety of industrial facilities with industrial activities that include sulphur processing, clay mining, oil field drilling, aerospace manufacturing, automotive dismantling, scrap metal/paper/plastic processing, marina's and boatyards. Provided training to storm water team personnel at these facilities that included comprehensive training on the background and requirements of the IGP.

Industrial General Permit Compliance Support, Catalina Island, CA

Developed 2014 IGP SWPPPs and monitoring programs for two Catalina Island Company facilities. Incorporated requirements of the California Ocean Plan (COP) into the SWPPPs and monitoring programs. Provided training to storm water team personnel at that included comprehensive training on the background and requirements of the IGP and the COP.

Assisted with Litigation Support, Los Angeles, CA

Litigation support for the past 7 years and is ongoing for two metal recyclers that are subject to consent decrees with specific BMP implementation and monitoring requirements. Assisted with treatment system evaluations, hydrology modelling, and reporting requirements under the consent decree.

Port of Los Angeles - Tenant Training on the 2014 IGP

Co-presented a training seminar on the 2014 Industrial General Permit (IGP) to the Port of Los Angeles tenants. The portion of the training seminar that Mr. Lowther provided focused on monitoring and sampling techniques, when collecting storm water samples, sampling strategies and understanding the qualifying storm event criteria specified in the 2014 IGP.

Theodore Von Bitner, PhD

Associate Scientist



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Education

Doctor of Science, Inorganic Chemistry, University of California, Los Angeles (UCLA), 2001

Bachelor of Science, Chemical Physics, University of California, San Diego, La Jolla, 1995

Professional summary

Ted Von Bitner has over 15 years of environmental science and program management of NPDES and TMDL water quality related compliance programs for various city and county level government agencies. His experience has included managing City agency level Jurisdictional Runoff Management Programs, developing and performing regulatory compliance inspection programs, and providing community outreach and education.

His technical experiences includes stormwater permit compliance monitoring programs, developing complex environmental studies to support watershed and jurisdictional level strategic planning efforts, and preparing program effectiveness assessment reports. Past project have included multiple microbial based receiving water characterization studies and source identification projects for City and County level municipal agencies to support program implementation plans for regulatory permit compliance.

Representative projects

City of San Juan Capistrano. NPDES Jurisdictional Runoff Management Program
Program manager responsible for the City implementation of the jurisdictional runoff management program requirements issued under the Phase 1 NPDES stormwater permit. Project activities include managing program budgets, assigning and supervising the work of staff, performing regulatory compliance inspections for commercial and industrial facilities and residential management areas, responding to public complaints, preparing administrative letters to private property owners, managing BMP inventories, reviewing WQMPs for Priority Development Projects, and providing technical guidance for Department Directors and Executive Managers. Additional project activities have included preparing NOIs for enrollment in statewide general permits, advocating for the City's interest during the WQIP development meetings, and conducting special studies to support TMDL program implementation such as fecal bacteria source investigations.

MS4 Copermittee Technical Advisor, South Orange County Water Quality Improvement Plan
Amec Foster Wheeler is providing program development technical assistance to four (4) municipal agencies participating in the development of a 20 year watershed master plan. Our services focus on the technical aspects of the plan development process by helping the agency Program Managers connect the program implementation strategy with the monitoring and assessment strategy. Our services has included conducting TMDL compliance assessments, refining programmatic BMPs, compiling and reviewing previous technical reports to develop assessment strategies.

Statewide Trash Policy, South Orange County NPDES Stormwater Program Copermittees
Project Manager for a multi-agency program to help several small Phase 1 NPDES Permittees develop an implementation plan for compliance with the statewide trash policy. Amec Foster Wheeler has been contracted by several southern California municipal government agencies to develop an implementation framework for compliance with the 2015 Amendment to the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, and Estuaries of California (Statewide Trash Policy). Our support includes helping agency staff to develop the implementation plan including developing GIS based models to identify the Priority Land Uses, develop a prioritization process based on trash generation rates, developing cost estimates for structural BMP implementation, and conducting visual monitoring to refine the geographic scope of the plan. The Regional Water Quality Control Boards are expected to issue California Water Code 13267/13383 administrative order in early 2017 and the services provided by Amec Foster Wheeler are intended to prepare the agencies for selecting the implementation track (Track 1 or Track 2) based on program cost and staffing impacts.

NPDES Program Technical Support. City of San Diego Transportation and Storm Water Department. San Diego, CA

Mr. Von Bitner serves as a Project Manager to the City of San Diego in support of the City's Phase I NPDES stormwater management requirements mandated by the San Diego

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Regional Water Quality Control Board. Responsibilities of the position includes developing water quality projects and special studies, managing staff, program budgets, performing water quality monitoring, preparing annual monitoring and assessment compliance reports, preparing comments letters on behalf of the City for proposed regulations related to water quality issues, and representing the City at stakeholder meetings. AMEC serves as the prime contractor to the City of San Diego to provide stormwater monitoring and regulatory support services.

TMDL Monitoring and Technical Services. California Department of Transportation District 12 and District 6, Stormwater and Environmental Program Implementation
In 2014, Amec was contracted by the California Department of Transportation to provide water quality program technical services. Ted served as Project Manager on four (4) projects that focused on water quality compliance programs including TMDL implementation, Waste Discharge Requirement (WDR) permit monitoring and reporting, and a special fecal bacteria source investigation study to help the District identify anticipated resource commitments and program priorities for future regulatory compliance directives.

Sepideh Sarachi, PhD, EIT, QISP

Technical Professional



Professional summary

Ms. Sarachi has experience in storm water management, drainage engineering and design development, water quality resources, water quality modeling, environmental permitting and municipal, commercial and industrial compliance.

Representative projects

Municipal NPDES Program Assistance, City of Anaheim, Anaheim, CA

Ms. Sarachi has been helping with the City of Anaheim, Municipal NPDES program in terms of municipal inspections, industrial/commercial inspections, Proposition 84 and Proposition 1 grant funding assistance, and annual report assistance.

Municipal NPDES Program Assistance, City of Santa Ana, Santa Ana, CA

Assisted with industrial and commercial NPDES inspection program with tasks including Industrial/Commercial Inspection and data base management.

NPDES Program Compliance Support, John Wayne Airport, Santa Ana, CA

Ms. Sarachi helped with preparing John Wayne Airport Sanitary Sewer Management Plan (SMPP).

SR73 TMDL Monitoring, Caltrans, Irvine, CA

Ms. Sarachi assisted in this project by performing the following tasks: Preparing Monitoring Plan and Site Reconnaissance Technical Memorandum, Stormwater Monitoring, Flow Measurement, Flow Calculation, Drainage Calculation, Stormwater Sampling, Lab Result Analysis, Preparing reports for CEDEN (California Environmental Data Exchange Network) and Caltrans, Water quality data collection and water chemistry data verification.

Storm Water Recharge feasibility study, Crescenta Valley Water District, La Crescenta, CA

Ms. Sarachi assisted in this project by performing the following tasks: Hydrology and Hydraulic Analysis, Watershed Delineation, Run-off Calculation, Time of Concentration Calculation, Hydrology Data Analysis, Open Channel Capacity Calculation, Water Quality management, Water chemistry Data Verification.

Compliance Program WQMP Plan Check Support and Municipal Stormwater Program Support, City of San Juan Capistrano San Juan Capistrano, CA

Ms. Sarachi assisted in this project by performing the following tasks: Review of the Water Quality Management Plans for new development projects based on South Orange County Water Quality Management Plan. Run off Calculation, BMP Design, and Drainage Characteristic Study.

Cymric Oil Field Percolation Pond Closures, McKittrick, CA

Ms. Sarachi assisted in this project by performing the following tasks: Hydrology and Hydraulic Analysis, Watershed Delineation, Run-off Calculation, Time of Concentration Calculation, Hydrology Data Analysis, Open Channel Capacity Calculation, Water Quality management, Water chemistry Data Verification.

Publications and presentations

Sarachi S., Hsu K. Sorooshian S., A statistical model of the uncertainty of satellite precipitation products, 2015, J. Hydrometeorol., (under publication)

Moghim S., Bowen A. J., Sarachi S., Wang J., Retrieval of Hourly Records of Surface Hydrometeorological Variables Using Satellite Remote Sensing Data, 2015, J. Hydrometeorol., 16, 147-157, doi: 10.1175/JHM-D-13-0127.1

Conference Presentations

Sarachi, S., Hsu, K., Sorooshian, S., Hydrologic evaluation of a Generalized Statistical Uncertainty Model for Satellite Precipitation Products, American Geophysical Union Fall Meeting, December 14-19, 2014 San Francisco

Education

Ph.D., Civil and Environmental Engineering, University of California, Irvine, 2015

M.S., Civil and Environmental Engineering, University of California, 2010

B.S., Civil Engineering and Environmental Engineering, Sharif University of Technology, Tehran, Iran, 2009

Professional qualifications/registration(s)

Engineer In Training, California. No. 14-958-50

Professional affiliations

American Geophysical Union

American Meteorological Society

American Society of Civil Engineers

Environmental and Water Resources Institute

International Association of Hydrological Sciences

International Association of Hydraulic Engineering and Research

Continued...

Sarachi, S., Hsu, K., Sorooshian S., A Generalized Statistical Uncertainty Model for Satellite Precipitation Products, 2013 American Geophysical Union Fall Meeting, December 4-9, 2013 San Francisco

Sarachi, S., Moghim S., Famiglietti, J., Decreasing trend of groundwater in Turkey, 2010 American Geophysical Union Fall Meeting, December 14-19, 2010 San Francisco

Moghim, S., Sarachi, S., Wang, J., Bras, R., Retrieval of Hourly records of Surface Hydrometeorological Variables using Satellite Remote Sensing data 2010 American Geophysical Union Fall Meeting, December 14-19, 2010 San Francisco

Kimberly Henry

Technical Professional



Professional summary

Ms. Henry has experience assisting many clients comply with NPDES regulations and permitting including MS4 and industrial permits. Ms. Henry's responsibilities have included evaluating pollutant sources at industrial facilities, Industrial General Permit (IGP) SWPPP preparation (including for the new IGP), site inspections, evaluation and recommendation of Best Management Practices (BMPs), review of mandatory minimum BMPs and documentation of in lieu BMPs under the new IGP, BMP site inspections, MS4 site inspections, Operation and Maintenance (O&M) structural treatment control inspections under the MS4 permits, and as needed compliance assistance. Ms. Henry has attended various training sessions and seminars including the Orange County's Storm Water Program Industrial/Commercial/Municipal Inspector Training, Industrial General Permit Workshop hosted by the Port of Los Angeles, SMARTS webinars, and various Storm Water Pollution Prevention trainings. Ms. Henry also has extensively studied nutrient and ionic concentrations in surface water due to seasonal variations and management practices. Ms. Henry collected and tested water samples for alkalinity, electric conductivity, total hardness, total dissolved solids, chloride, and sulfate. Ms. Henry operated specialized equipment, including YSI 556 multi-parameter probe, ion chromatography systems, and Hach spectrophotometer to measure surface water field parameters and concentrations.

Education

Bachelor of Science, Environmental Sciences, emphasis-Hydrologic Sciences/Policy, University of California, Santa Barbara, 2012

Master of Science, Environmental Hydrogeology, California State University, Los Angeles, 2014

Representative projects

City of Anaheim NPDES Program Support, City of Anaheim (CA) Department of Public Works, Anaheim, CA
Ms. Henry performed verification inspections and post construction operation and maintenance inspections to evaluate the condition of structural treatment controls for the City of Anaheim's private and public constructed projects. Experience in evaluating structural treatment controls such as Filterras, FloGard filter inserts, modular wetlands, infiltration galleries, bio-filtration basins, drywells, and vegetated swales to determine if the structural treatment controls were installed and maintained in accordance with the sites' grading plans and WQMP. Ms. Henry has experience with the City of Anaheim's record keeping practices and researching WQMP project details through the City's database. Attended Orange County's Storm Water Program Industrial/Commercial/Municipal Inspector Training and participated in a field training exercise to identify effective and deficient BMPs after the classroom training. Also assisted the City with their Program Effectiveness Assessment (PEA or Annual Report).

JWA Environmental Services Contract, John Wayne Airport, Santa Ana, CA

Ms. Henry has experience completing inspections for John Wayne Airport (JWA) to comply with the Orange County MS4 Permit and the State Water Resources Control Boards (SWRCB) 2014 Industrial General Permit. Routine and monthly inspections were completed to identify potential pollutant sources at tie-down areas, fueling areas, waste oil storage areas, aviation wash racks, and aircraft hangers. Ms. Henry documented BMP effectiveness and completed inspections for authorized and unauthorized non-storm water discharges. Ms. Henry assisted with oversight of the cleanout of one of the airport's oil water separators and maintenance of automated samplers, collected samples during storm events, assisted with evaluation and retrofit wash rack diversion valves, and inspected structural treatment control BMPs at the airport.

Additionally, Ms. Henry performed monthly inspections of the airport's ten emergency backup generators, logged the hours of emergency run time and calculated the monthly and annual total of NOx emissions. Ms. Henry compiled this data and prepared monthly NOx reports for JWA. Also, Ms. Henry performed SPCC inspections of regulated petroleum-bearing containers including emergency generators, transformers, aboveground storage tanks and drums for evidence of spills/leaks. Ms. Henry assisted JWA to comply with the County's requirements for disclosing hazardous materials and waste storage and handling by writing the airport's Hazardous Materials Business Emergency Plan (HMBEP). The HMBEP process included facilitating site visits with the County, developing an inventory of the various types and quantities of the hazardous materials and wastes stored and handled at the airport, and creating a site map illustrating emergency evacuation routes and the location of emergency response equipment to aid first responders in the event of an emergency. Ms. Henry is experienced with using the County's E-submit portal and California Electronic Reporting System (CERS) for the submittal of HMBEPs. Also, Ms. Henry provided support in the investigation of observed spills/leaks and oversight of remedial action performed by hazardous materials response teams.

Los Angeles County Board of Education California Storm Water Compliance Group, California Schools Bus Maintenance Yard Storm Water Compliance Group (CSWCG), Los Angeles, CA

Ms. Henry wrote SWPPPs and Monitoring Implementation Plans (MIPs) for CSWCG group members to comply with the 2014 Industrial General Permit. To develop the SWPPPs, completed site walks at the CSWCG facilities to evaluate

Continued...

structural and non-structural BMP effectiveness, evaluate sample collection and visual monitoring locations, document industrial processes, areas with potential for spills/leaks, areas of erosion, dust generating activities, and completed a pollutant source assessment. She developed Industrial General Permit compliant storm water site plans and completed watershed analyses of 303(d) listed impaired water bodies within the facilities watershed. Experienced using the SWRCB Hydrologic Unit Code 10 (HUC 10) Google Earth Plug-in to evaluate receiving water(s) with 303(d) impairments within the facilities watershed. In addition, Familiar with the SWRCB's Storm Water Multiple Application and Reporting Tracking System (SMARTS) and provided support to the CSWCG members to ensure that the facilities completed the Notice of Intent Recertification process, SWPPPs and MIPs were correctly uploaded to SMARTS by the deadline date. Provided additional support and guidance to facilities that chose to develop their own SWPPPs and MIPs. In most cases, helped the CSWCG members navigate their way through SMARTS via telephone to verify that program required documents were correctly uploaded. In addition, performed group leader inspections at the bus maintenance facilities to comply with the SWRCB monitoring group requirements for the 1997 Industrial General Permit.

Municipal NPDES Storm Water Compliance for the City of Santa Ana and Costa Mesa

Ms. Henry efficiently completed over 200 site inspections for commercial and industrial facilities located in the City of Santa Ana and Costa Mesa to evaluate compliance with the MS4 Permit. Initial and follow-up inspections included evaluating the potential for unauthorized discharges, determining if business practices contributed to storm water pollution, and recommending BMPs. In-field observations were used to generate deliverables for each facility including inspection forms and courtesy notices documenting site conditions during the site visit and recommended BMPs.

Ellen D. Smith
Technical Professional II - Geology



Professional summary

Ms. Smith provides 17 years of expertise in the environmental and petroleum industries. Her environmental work has involved site characterization and remediation, environmental site assessment and compliance, and storm water inspection/sampling/BMP implementation. She has directed site characterizations, remedial investigations, remedial action planning, and remediation of sites where soils and groundwater were contaminated by hydrocarbons, solvents, metals, oilfield wastes, and pesticides. Her field activities have included well construction/development/sampling, aquifer testing and analysis, soil sampling and analysis, facility inspections for site assessment/storm water inspections. Ms. Smith has inspected over 1,000 industrial and commercial facilities in accordance with the County of Orange Phase I Municipal Separate Storm Sewer System NPDES (Municipal Separate Storm Sewer System [MS4] Permit) and the County of Orange Drainage Area Management Plan (DAMP).

Education

B.A., Geology, Occidental College, 1981

Employment history

2012-present Amec Foster Wheeler Environment & Infrastructure
1990-1994 Geomatrix Consultants, Inc.
1987-1990 Environmental Science and Engineering, Project Geologist
1986-1987 Woodward-Clyde Consultants, Staff Geologist, 1986-1987
1984-1985 McAnally and Associates, Seismic Data Broker
1981-1984 Enserch Exploration, Inc., Petroleum Geologist

Representative projects

Municipal NPDES Storm Water Compliance Inspections for the Cities of Santa Ana, San Juan Capistrano, and Costa Mesa
Ms. Smith has completed over 1,000 site inspections at commercial and industrial facilities located in the Cities of Santa Ana, San Juan Capistrano, and Costa Mesa in accordance with the MS4 Permit requirements. Initial and follow-up inspections were performed to evaluate the potential for unauthorized discharges and assess best management practices. If violations or deficient BMPs were observed, a notice of violation or courtesy notice would be issued following each Cities enforcement policies.

City of Anaheim NPDES Program Support, City of Anaheim (CA) Department of Public Works, Anaheim, CA
Ms. Smith has performed post construction operation and maintenance inspections to evaluate the condition of structural treatment controls for the City of Anaheim's private and public constructed projects. Structural treatment controls reviews include looking at Filterrras, FloGard filter inserts, modular wetlands, infiltration galleries, and bioretention areas.

JWA Environmental Services Contract, John Wayne Airport, Santa Ana, CA
Ms. Smith has assisted with the completion of inspections on behalf of John Wayne Airport (JWA) to comply with the Orange County MS4 Permit and the State Water Resources Control Boards (SWRCB) 2014 Industrial General Permit. Routine and monthly inspections were completed to identify potential pollutant sources at tie-down areas, fueling areas, waste oil storage areas, aviation wash racks, and aircraft hangers. Ms. Smith documented BMP effectiveness and completed inspections for authorized and unauthorized non-storm water discharges. Ms. Smith has also assisted with the implementation of JWA's monitoring program.

Environmental Impact Assessment Program, Confidential Client, 30-Mile Alignment, Southern California

Assisted with environmental impact assessment activities to determine hazardous materials and wastes along a 30 mile transportation alignment in Southern California. Specific assessment and technical reporting guidelines were adhered to throughout the project. Where environmental impact issues were identified, site reconnaissance was conducted and observations were analyzed to further delineate potential environmental risks within the alignment and designated limits of disturbance.

Hazardous Materials Impact Assessment Program, Confidential Client, 40-Mile Alignment, Southern California

Ellen Smith

Continued...

Assisted with hazardous materials impact assessment activities to determine hazardous materials and potential environmental concerns along a 40 mile transportation alignment in Southern California. Specific assessment and technical reporting guidelines were adhered to throughout the project. Where environmental impact issues were identified, site reconnaissance was conducted and observations were analyzed to further delineate potential environmental risks within the alignment and designated limits of disturbance.

Environmental Compliance Assessment Program, U.S. Army Corps of Engineers, Multiple Locations, AZ and CA

Assisted with completion of environmental compliance assessment activities under the United States Army Corps of Engineers (USACE) for 11 flood control basins and baseyards located in California and Arizona. All work was conducted according to the Environmental Review Guide for Operation (ERGO) program developed by USACE to facilitate and monitor regulatory compliance. Sites ranged from wastewater treatment plants, golf courses, maintenance yards, regional parks, equestrian centers, shooting/archery parks, aquatic centers, restaurants, and dams. Where environmental compliance issues were identified, findings were prepared to describe the condition and regulation requirement. Finding preparation activities included an analysis of observations, research to clarify the information in The Environmental Assessment and Management (TEAM) Guide and in the supplements for the TEAM Guide, preparation of ERGO finding sheets, and a quality assurance/quality control review.

Phase I and Phase II Environmental Site Assessments (ESAs), Various Clients, United States, Japan

Completed Phase I and Phase II ESAs for the acquisition and divestiture of real property for developers and other private clients in the United States and Japan. The Phase I ESAs were conducted in general conformance with ASTM Standard 1527 (-05 and -13) to determine current and historical environmental impacts and to evaluate potential environmental risks. These projects included various manufacturing, industrial, medical, military, and commercial properties. The Phase II ESAs covered a broad range of services that include an assessment of hazardous building materials, recognized environmental conditions (RECs), potential vapor intrusion issues, potential health risks related to impacted soil and groundwater, and consideration of redevelopment restrictions.

Phase I Environmental Site Assessment, Caltrans, CA

Conducted a Phase I ESA involving imminent domain of approximately 30 parcels along portions of a major interstate in California. The work, conducted in accordance ASTM Standard 1527, included assessing environmental concerns associated with national priorities list (NPL) sites, metal foundries, military ordinance facilities, and soil and groundwater impacted by volatile organic compounds (VOCs) and total petroleum hydrocarbons (TPH).

Publications and presentations

Results of a Site Characterization at Prudential Overall Supply Company Located at 1844 Haskell Avenue in Van Nuys, California. Ellen Smith. Underground Storage Tank Manual, Hunter Publications (1989).

EXHIBIT C
FEE SCHEDULE

January 30, 2017
17PROP0010.0007



Mr. Mohcine Chirar
City of Costa Mesa
Public Services/Engineering
77 Fair Drive, 4th Floor
Costa Mesa, CA 92628

Subject: Fee Proposal to Provide Professional Engineering Services for the Inspection of Industrial and Commercial Businesses in the City of Costa Mesa

Dear Mr. Chirar:

Amec Foster Wheeler would like to thank you for the opportunity to submit our proposal to provide inspection related services as specified by the City of Costa Mesa's (City) Request for Proposal (RFP). Per our meeting on January 26th, 2016, Amec Foster Wheeler presents this revised cost estimate to provide inspections of industrial and commercial facilities. The attached table summarizes our costs to complete the following services:

- Project Kickoff & Inventory Review and Update
- Industrial and Commercial NPDES Inspections
- Draft and Final Report

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 industrial and commercial businesses and municipal facilities for the City. Amec Foster Wheeler staff assigned to this project will provide a high quality, technically accurate, reasonably priced, and on-time product. The total estimated not-to exceed cost to perform this scope is summarized in the attached fee tables. All labor rates and other charges will be on a Time and Materials (T&M) basis according to the rates identified in the attached tables or per the attached Schedule of Billing Rates for additional classifications. The not-to-exceed fee for this project is \$68,860.

We look forward to continue supporting the City on this important project. Should you have any questions regarding either the scope of work, Amec Foster Wheeler's proposed Project Manager Brent Smith will be your primary point of contact. Correspondence can be sent to him at our address listed below or he may be contacted at (949) 574-7632 and his email address is brent.a.smith@amec.fw.com.

Sincerely,
Amec Foster Wheeler Environment & Infrastructure, Inc.

A handwritten signature in black ink, appearing to read "Brent Smith".

Brent Smith, IGP ToR, CPESC, QSD/QSP
Associate Scientist

A handwritten signature in black ink, appearing to read "Nathan Schaedler".

Nathan Schaedler, P.E.
Water Resources Division Manager

Attachments: 2017-2018 Cost Spreadsheet
2018-2019 Cost Spreadsheet
Schedule of Billing Rates (Effective January 29, 2017)

**City of Costa Mesa
Industrial and Commercial Inspections
Fiscal Year 2017-2018**



Task 1 - Project Kickoff & Inventory Review and Update

This task will include updating the Industrial/Commercial database using 2017 business license data. After completing the update and assigning inspections, we will send notification letters to approximately 250 facilities.

Associate Engineer/Scientist	8	hours	@ 175.00	\$ 1,400.00
Senior 1 Engineer/Scientist	4	hours	@ 150.00	\$ 600.00
Technical Professional 2 (NPDES Inspector)	16	hours	@ 105.00	\$ 1,680.00
Project Assistant	4	hours	@ 80.00	\$ 320.00
Misc. Expenses (postage)		estimate postage		\$ 140.00

Total Task 1 Cost: \$4,140.00

Task 2 - Industrial and Commercial NPDES Inspections

This task assumes approximately 0.8 hour for each inspection including senior review. Some additional hours are included for administrative support. Assumes 275 inspections (250 initial + 25 follow-up inspections). Assumes 10% of the businesses will receive at least a courtesy notice and all facilities will receive inspection reports. Assumes City staff will conduct follow-up inspections for discharge violations.

Senior 1 Engineer/Scientist	40	hours	@ 150.00	\$ 6,000.00
Technical Professional 1 or 2 (NPDES Inspector)	180	hours	@ 105.00	\$ 18,900.00
Project Assistant	8	hours	@ 80.00	\$ 640.00
Est. Mileage costs (Charged at IRS Mileage Rate)	35	Trips	@ 30.00	\$ 1,050.00
Misc. Expenses (postage)		estimate postage		\$ 140.00

Total Task 2 Cost: \$26,730.00

Task 3 - Draft and Final Report

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

Additional tasks include the Quarterly Report.

Associate Engineer/Scientist	4	hours	@ 175.00	\$ 700.00
Senior 1 Engineer/Scientist	10	hours	@ 150.00	\$ 1,500.00
Technical Professional 1 or 2 (NPDES Inspector)	10	hours	@ 105.00	\$ 1,050.00
Project Assistant/administration	2	hours	@ 80.00	\$ 160.00
Reproduction Costs		lump sum	@ 150.00	\$ 150.00

Total Task 3 Cost: \$ 3,560.00

Total Estimated Costs Tasks 1, 2, and 3: \$34,430.00

**City of Costa Mesa
Industrial and Commercial Inspections
Fiscal Year 2018-2019**



Task 1 - Project Kickoff & Inventory Review and Update

This task will include updating the Industrial/Commercial database using 2018 business license data. After completing the update and assigning inspections, we will send notification letters to approximately 250 facilities.

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Total Task 3 Cost: \$ 3,560.00

Total Estimated Costs Tasks 1, 2, and 3: \$34,430.00

Schedule of Billing Rates

Project billing rates are provided below.

Amec Foster Wheeler Environment & Infrastructure, Inc.

SCHEDULE OF CHARGES

Effective January 19, 2017

The Schedule of Charges applies to all services provided by and/or through Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler). The schedule of charges may be revised periodically, as conditions require.

Labor

Labor charges are for technical work, including technical typing, editing, and graphics involved in the preparation of reports and correspondence and for the time associated with production of such documents. Direct charges are not made for secretarial service, office management, accounting, and maintenance, because these items are included in overhead. Labor category charge rates for Amec Foster Wheeler are listed below. Regional and other factors may influence rates charged for certain individuals. Rates for individuals will be provided on request.

LABOR CATEGORY	HOURLY RATE
Principal	\$250
Senior Associate	\$180
Associate	\$175
Senior II	\$160
Senior I	\$150
Technical Professional 3 (Senior NPDES Inspector)	\$115
Technical Prof 1 or 2 (NPDES Inspector)	\$105
Senior Technician	\$95
Field Technician	\$90
CAD/Graphic Designer	\$95
Project Assistant	\$80
Support Staff	\$80

Time spent in travel in the interest of the client will be charged at hourly rates, except that no more than 8 hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, actual costs, or a negotiated rate, will be charged for living expenses. Employee expenses will be charged at cost plus 15%. Mileage for travel expenses will be charged at the IRS Mileage Rate.

Charges for expert witness services will be at the hourly rates shown. However, for depositions and for court appearances, the rate is twice the amount shown. There will be a 4-hour minimum per-day charge for depositions and an 8-hour minimum per-day charge for court appearances. Special accounting services will be billed at the Support Staff rate.

Amec Foster Wheeler is an Equal Opportunity/Affirmative Action Employer, and as such adheres to all applicable federal, state, and local laws and regulations in this regard.

The following represents typical billing rates for expense not directly related to hourly fees, including reprographic services

Schedule of Billing Rates for Inspection of Priority Industrial
and Commercial Businesses – City of Costa Mesa

Outside Services

Outside services will be charged at cost plus 15%. Common outside items include: consultants, drilling services, laboratory testing, equipment and vehicle rental, printing and photographic work, postage and shipping, conference calls, travel and transportation.

Reimbursables

Non-routine Photocopies	\$0.12/sheet
Specialized Computer Applications	\$25.00/hour

Field equipment, vehicles, specialized reproduction on request Invoices

Invoices will be rendered at least monthly, either as a final or partial billing, and will be payable upon receipt. An additional late payment charge of 1 1/2% per month or the maximum charge allowed by law, whichever is less, will be payable on accounts not paid within 30 days from billing date.