CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of May, 2019 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC., a Nevada corporation registered to do business in California ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide industrial and commercial facility 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 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 Forty-One Thousand Nine Hundred Ninety Dollars ($41,990.00).

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 Manager or designee, 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. Unless otherwise agreed to in writing by the parties, 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 compliance with the project schedule agreed upon by 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 one (1) year, ending on April 30, 2020, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated

by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

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

5.0. INSURANCE

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

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise

under their workers' compensation insurance policies.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

6.2. Representatives. The City 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:

Wood Environment & Infrastructure Solutions, Inc.
3560 Hyland Ave.
Costa Mesa, CA 92626
Tel: (949) 574-7632
Attn: Brent Smith

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5291
Attn: Kelly Dalton

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 "E" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

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

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

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

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful

misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its 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.

CONSULTANT

Nathan Schaedler

Signature

Date: 5/8/19

Nathan Schaedler, Senior Principal

[Name and Title]

[redacted]

Social Security or Taxpayer ID Number

CITY OF COSTA MESA

Tamara S Letourneau

Tamara Letourneau
Acting City Manager

Date: 5/28/19

ATTEST:

Brenda Green 5/28/19

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow

Kimberly Hall Barlow
City Attorney

Date: 5/24/19

APPROVED AS TO INSURANCE:

Ruth

Ruth Wang
Risk Management

Date: 5/15/19

APPROVED AS TO CONTENT:

Kelly Dalton
Project Manager

Date: 5-17-19

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Services Director

Date: 5-20-19

APPROVED AS TO PURCHASING:

Kelly Telford
Finance Director

Date: 5/21/19

EXHIBIT A

REQUEST FOR PROPOSALS

CITY OF COSTA MESA

CALIFORNIA 92628-1200 P.O. BOX 1200

PUBLIC SERVICES DEPARTMENT

March 7, 2019

TO: PROSPECTIVE BIDDERS

Subject: REQUEST FOR PROPOSALS (RFP) FOR INSPECTION OF INDUSTRIAL AND COMMERCIAL FACILITIES 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 2018/19 through Fiscal Year 2022/23. 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. Copies of completed inspection forms with facility representative signature
5. Conclusions, recommendations and follow up inspection if required for each business

TENTATIVE SCHEDULE- FY 2018/19	DATE
1. Proposal Received by the City	3/21/19
2. Notice to Proceed Issued to Selected Consultant	4/22/19
3. Project Kick-Off Meeting	4/24/19
4. Consultant Completes Final Inspection	6/30/19

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 Kelly Dalton, at (714) 754-5275. 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, March 21, 2019. All proposals shall be delivered to:

Kelly Dalton
City of Costa Mesa
Public Services/Engineering
77 Fair Drive, 4th Floor
Costa Mesa, CA 92626

Sincerely,

Kelly Dalton
Assistant Engineer

c: Mohcine Chirar, Assistant Engineer

REQUEST FOR PROPOSAL
FOR PROFESSIONAL ENGINEERING SERVICES

FOR THE INSPECTION OF INDUSTRIAL AND COMMERCIAL FACILITIES 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:

Attachment A-Sample Professional Services Agreement

EXHIBIT B

CONSULTANT'S PROPOSAL

wood.

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

City of Costa Mesa
Mr. Kelly Dalton
Public Services/Engineering
77 Fair Drive, 4th Floor

March 15, 2019

Wood | 3560 Hyland Avenue, Suite 100 Costa Mesa, CA 92626
www.woodplc.com

TECHNICAL PROPOSAL

wood.

Wood Environment & Infrastructure Solutions, Inc.
3560 Hyland Avenue, Suite 100
Costa Mesa, CA 92626
T: (949) 574-7632
www.woodplc.com

March 15, 2019
19PROPGOVT.0024

Mr. Kelly Dalton
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. Dalton:

Wood Environment & Infrastructure Solutions (Wood), formerly 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). Our team of seasoned professionals understand what the City expects and efficiently address the scope of items year after year. Here are a few reasons to seriously consider Wood:

1. **Record of Success**: Our proposed team has extensive experience performing the tasks described in the City's RFP providing similar services for the cities within the County over the last 15 years. Our staff is responsive, provides high-quality deliverables, and completes work on-time.
2. **Safety**: Wood has an extensive safety program and it can be demonstrated by our inspection program. Wood has been completed over 10,000 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. Wood's 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 (PEA).
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.

Wood staff assigned to this project will continue to provide a high quality, technically accurate, reasonable priced, and on-time product. We look forward to supporting the City on this important project. Should you have any questions, Wood'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@woodplc.com.

Sincerely,
Wood Environment & Infrastructure Solutions, Inc.

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

Nathan Schaedler, P.E.
Water Resources Division Manager

'Wood' is a trading name for John Wood Group PLC and its subsidiaries

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Appendix A – Key Personnel Resumes

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Wood Environment & Infrastructure Solutions, Inc. (Wood) has been providing stormwater engineering and compliance-related services to clients throughout California. We have record of success providing similar services to the Cities within County of Orange for more than 15 years.

1 Firm Introduction

1.1 Introduction

Ranked among top 10 design firms by Engineering News-Record in 2018

Wood is one of the leading international project management and consulting services companies, and is a full-service environmental engineering firm employing more than 55,000 skilled staff from a network of offices throughout the Americas, Europe, the Middle East, and Asia-Pacific region. Wood is a multidisciplinary consulting firm, specializing in stormwater quality and compliance, surface and groundwater hydrology, remediation engineering, geotechnical engineering, engineering and seismic geology, geochemistry, water resources supply and treatment, and environmental site assessments. In the United States, Wood has been operating since 1955 and presently has more than 90 offices and 4,300 employees. Our clients include federal, state, and local governmental agencies; industries such as oil and gas, petrochemicals, waste management, food, agriculture, financial services, and real estate development, and the legal community; and quasi-municipal agencies such as utilities and water districts. Wood has provided more than $65 million in stormwater compliance services in California over the past 5 years alone. We have the technical expertise and a qualified professional team of more than 500 statewide staff, including more than 70 dedicated stormwater staff located throughout California. A total of 13 of our 90 offices throughout the United States are located in California, including offices in Fresno, Sacramento, Costa Mesa, Corona, Santa Barbara, Los Angeles, Oakland, Riverside, and San Diego.

Wood has extensive experience in the type of services required by the City. Wood's proposed project team has successfully completed similar services as those requested in this Request for Proposal (RFP) for Southern California municipal clients since later 2003. Our southern California municipal clients have included California Department of Transportation (Caltrans); the cities of Costa Mesa, Anaheim, Santa Ana, Newport Beach, San Juan Capistrano, San Clemente, Laguna Beach, Dana Point, Laguna Niguel, Garden Grove, Lake Forest, and San Diego; counties of Orange, Los Angeles, and San Diego; the Ports of Los Angeles and Long Beach; and airports including John Wayne Airport and San Diego Lindbergh International Airport.

Since 2003, our proposed staff has completed over 10,000 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. Wood'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.

Wood staff 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. Wood's staff routinely 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. Several of our inspection staff have the Qualified Industrial Stormwater Practitioner (QISP) certification under the Industrial General Permit (IGP) and our project manager and senior review team have the Trainer of Record (ToR) certification.

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In addition to the municipal expertise, Wood'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, Wood'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.

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. 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, Wood 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. Wood 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.

Wood 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. Wood 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 Nathan Schaedler will provide technical and management oversight.

1.2 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, Wood 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, Wood will review the business license data for new businesses that are required to be in the inventory. Wood will add the businesses to the inventory and will develop an inspection schedule to complete 250 commercial/industrial facility inspections. Wood 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, Wood 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 inspection. Once businesses have been notified,

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Wood'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 faciliities. 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, 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.

Wood 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 priortization 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, Wood has developed an extensive training program consistent with the requirements of the County's Core Compentency 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 confindent that the recommendations provided by Wood to the businesses meet the program requirements without overstepping our program requirements. In addition, Wood has represented several cities during audits by the RWQCB and EPA over the last 15 years. The City can be confident that Wood'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. Wood is also a diversified consulting firm with employees who speak various languages, including Spanish. In the event our inspector encounters a business representative unable to speak English or clearly has difficulty understanding the inspector, a translator will be available via telephone or, if necessary, in person.

Wood 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 Wood's project manager will be notified immediately. If the safety issue can not be resolved, Wood 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

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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.

1.3 Program Suggestions

Wood is always looking for ways to improve our inspection programs. Wood has developed a new web-based inspection database that is being used by the City of Santa Ana. Wood has 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, we intend to modify the City's existing database and update the database to a web-based application. The web-based application will be hosted by Wood for the contract period. After the contract period, the database will be provided to the City.

1.4 Team Experience for Services Requested

This project will be managed out of our Costa Mesa 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 a senior associate scientist with more than 19 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 Wood 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 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 15 years of professional experience in industrial and municipal NPDES permitting requirements including Orange County's MS4 Permit. Mr. Lowther's responsibilities include overseeing the field training programs, documenting that each inspector has met the core competencies training program before the inspector performs solo inspections, and reviewing inspection records.

Mr. Lowther is an IGP ToR and QISP and has assisted numerous dischargers with compliance under the IGP. Mr. Lowther has experience evaluating and developing storm water management programs and providing annual training seminars to comply with the IGP. He has written and evaluated Storm Water Pollution Prevention Plans (SWPPPs) for a variety of industrial facilities 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, marinas and boatyards. Mr. Lowther

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also has extensive experience performing treatment control verifications and operation and maintenance (O&M) inspections under the land development program.

Ted Von Bitner, PhD 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 include 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.

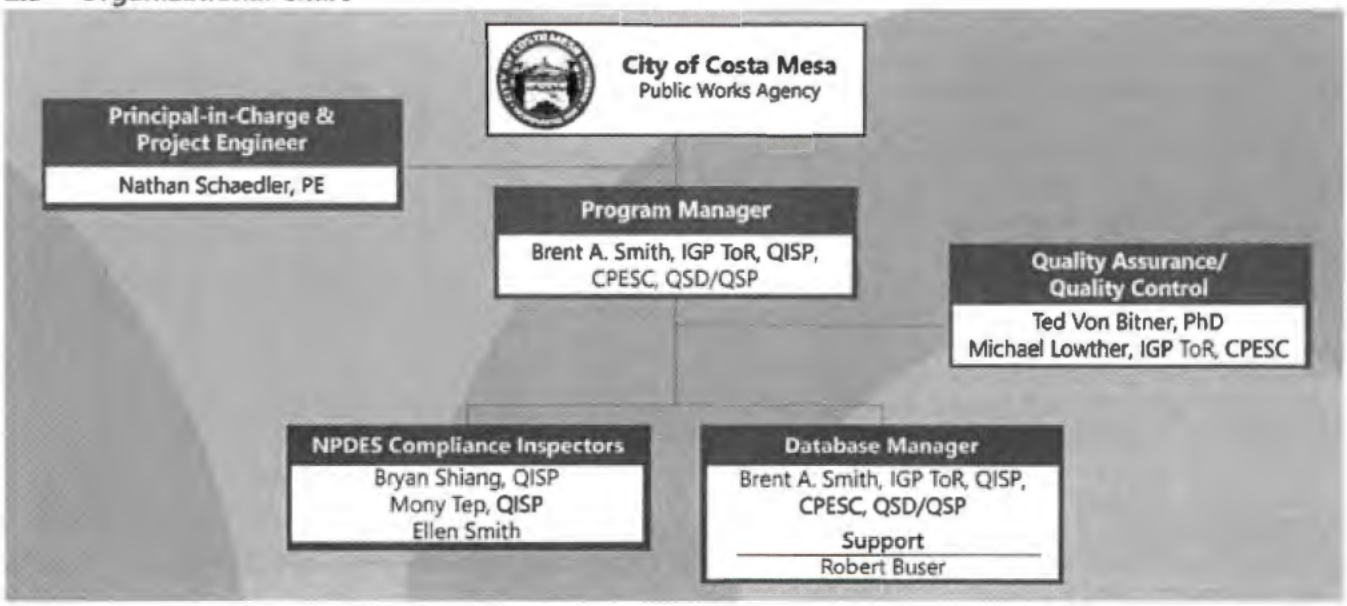
Robert Buser will assist with database management support including verifying the technical quality of the web applications and database, providing design and review of new web applications, and will assist with the inventory updates. Mr. Buser has developed and maintained several web applications including industrial/commercial web applications and database. Mr. Buser has also built reports that are used for the PEA and Quarterly Report.

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.

Bryan Shiang will serve as an industrial/commercial inspector for this project. Mr. Shiang is a QISP and has completed inspections for multiple Cities including the Santa Ana, San Juan Capistrano, and Costa Mesa. Mr. Shiang has also assisted with trash provisions support completing trash field assessments, data collection, and completing delineations and GIS analysis. Mr. Shiang's experience includes interning at the County of Orange Public Works Department and working on monitoring projects such as the Low Impact Development BMP at the OC Public Works campus.

Mony Tep will serve as an industrial/commercial inspector for this project. Ms. Tep is a QISP and has completed inspections for multiple Cities including the Santa Ana and San Juan Capistrano. Ms. Tep has also assisted with trash provisions support completing trash field assessments, data collection, and PEA support for multiple cities. Ms. Tep's experience includes interning at the County of Orange Public Works Department.

1.5 Organizational Chart



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2 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 Wood's commitment to quality work.

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

Requested Information: Year Completed: 2018; Client Name: City of Costa Mesa;
Contact: Kelly Dalton (714) 754-5275 & Mohcine Chirar (714) 754-5140; Project Cost: $32,000 (Annually for Industrial/Commercial Inspections)

Wood has assisted the City of Costa with implementation of their industrial/commercial/municipal NPDES inspection program since 2007. Wood has performed more than 2,500 inspections of industrial and commercial facilities and assisted the City of Costa Mesa in developing and maintaining a database to track inspection results. Wood has also assisted the City of Costa Mesa in performing NPDES inspections of municipally operated facilities (corporate yards, police stations, City Hall, fire stations). Wood has also performed a detailed dry weather flow study for the City. Storm drain outlets in the major flood control channels were visually observed to document the presence of flow and the associated flow characteristics. If flow was observed, field analysis was performed, and samples were collected. Field staff initiated upstream flow investigations when visual observation and field test results indicated potentially elevated pollutant levels.

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

Requested Information: Year Completed: Ongoing; Client Name: City of Anaheim;
Contact: Keith Linker (714) 765-4141; Project Cost: $300,000 (Annually)

Wood has assisted the City of Anaheim with the implementation of several aspects of the Phase I MS4 Permit program, including NPDES compliance inspections at fixed-facilities, 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 provision program guidance and program implementation, grant program support, and treatment control BMP assistance. Wood has developed a variety of procedures and guidance materials for the City's NPDES program. We have inspected hundreds of sites with WQMPs or structural treatment controls, completed more than 50 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 ID/IC and source investigations for the City, and provided annual trainings to City staff for over the last 10 years. Several of these programs have transitioned to the City's Code Enforcement Department with Wood continuing to provide programmatic level support including inventory development, on-going training, assistance with cases as needed, and Program Effectiveness Assessment (PEA) support. Wood has also provided support to the City's other compliance programs such as administering the State Resources Water Control Board (SWRCB) Proposition 84 Grant requirements for the City and assisted with the application process for Proposition 1 grant funding. Wood's assistance has enabled the City to receive several Notices of Completion for projects such as the Brookhurst Street South LID project and a pilot storm water infiltration project at the City's Public Utilities Corporation Yard. For the pilot storm water infiltration project, Wood assisted the City in performing the study to assess potential impacts of storm water infiltration on groundwater quality and quantity. Wood helped the City secure stimulus package funding through the Clean Water State Revolving Fund to perform the project. The primary project objective was to monitor the impact of storm water infiltration on the quality of groundwater beneath the corporate yard of the City's

Structural treatment control verification inspections were performed to ensure the constructions sites were built per the WQMP and grading plans.

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Public Utilities Division. Secondary objectives included meeting infiltration study requirements in the County's MS4 Permit, reducing the level of flooding at the site, and augmenting the groundwater supply.

For the MS4 trash provisions, we developed GIS-based models to identify the Priority Land Uses, a prioritization process based on trash generation rates, and cost estimates for structural BMP implementation. Visual monitoring was conducted to refine the geographic scope of the plan and assess direct connections. The services provided by Wood were intended to help the City comply with Track 1 implementation requirements. Wood staff routinely led trash program implementation meetings on behalf of the City (and Orange County).

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

Requested Information: Year Completed: Ongoing; Client Name: City of Santa Ana; Contact: Craig Foster (714) 647-5630; Project Cost: $300,000 (Annually)

Wood assisted the City of Santa Ana with implementation of several aspects of their Phase I MS4 NPDES permit inspection program for the past ten years. Wood has performed thousands of inspections of industrial and commercial facilities and assisted Santa Ana in developing and maintaining a comprehensive database to track inspection results. Inspections involve evaluation of BMPs and distribution of educational materials to businesses. Wood also performed re-inspections for facilities that were found to be non-compliant. Wood provides status reports regarding the number of completed inspections, new businesses encountered, and closed businesses. Inspections were performed in accordance with the City of Santa Ana's LIP, local water quality ordinances and Phase I MS4 Permit issued by the Santa Ana RWQCB. In addition to the facility inspection program, Wood assisted with response, investigation and documentation of ID/IC complaints and completion of a portion of the annual PEA. Wood has also developed and provided several trainings to staff on topics including NPDES permit compliance, CGP compliance, and industrial/commercial NPDES inspections. In 2017, Wood assisted the City with developing TMDL compliance strategies, assisted the City with program management, and assisted the City with the implementation framework for the trash provisions.

Wood has performed thousands of inspections within the City of Santa Ana with zero safety incidents and has a record of success providing high quality work.

City of San Juan Capistrano, CA

Requested Information: Year Completed: Ongoing; Client Name: City of San Juan Capistrano; Contact: Joe Parco (949) 443-6353

Since 2015, Wood has provided professional storm water program support and engineering services for compliance with the Phase I MS4 Permit (Order No. R9-2015-0100). Wood assists the City on a wide range of MS4 permit issues including: commercial and industrial inspection program; post-construction structural BMP inspection program; Review of WQMPs for new development and significant re-development; working directly with developers and project owners to help the applicants comply with the City's municipal code and MS4 permit requirements; annual report preparation for the city-wide Jurisdictional Runoff Management Program; managing the Industrial General Permit compliance program for city owned facilities; public education and outreach program related to permit compliance or community events such as the annual creek cleanup day; development of an implementation plan for compliance with the Trash Amendments requirements for the Track 2 option; preparing letters of correspondence to business owners, residents, and the RWQCB; review of technical and monitoring-related documents and providing comments on materials prepared by the Orange County Storm Water Program; NPDES and WDR regulatory permit applications for programs covering discharges from the public water supply system, State

Wood has performed thousands of inspections within the City of Santa Ana with zero safety incidents and has a record of success providing high quality work.

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and Federal laws for equestrian facilities, and onsite waste water treatment systems; and writing updates to the Local Implementation Plan as required by the MS4 permit.

Storm Water Consulting Services, Orange County, California

Requested Information: Year Completed: Ongoing; Client Name: John Wayne Airport; Contact: Larry Serafini (949) 252-5270; Project Cost: $800,000 (Annually)

Wood has provided storm water consulting services to Orange County municipalities and John Wayne Airport for more than 17 years (1996-2008 and 2014 to present). The services performed by Wood 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, Wood 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. Wood 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. Wood 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.

Wood was nominated by the airport for an Xtreme Customer Service Award in 2015. JWA completed a satisfaction survey providing a score of 10 out of 10 for Wood's ability to keep up with JWA's demanding and varied scope of services.

Table 1 – Other Relevant Experience

	Scheduling	Inventory Updates	Inspections	ID/IC	On-Call Assistance	Enforcement	Annual Reporting	Training	Trash Provisions	TMDL Compliance	LIP Updates
Santa Ana	•	•	•	•	•	•	•	•	•		•
Anaheim	•	•	•	•	•	•	•	•	•		•
Costa Mesa	•	•	•	•	•		•	•			
San Juan Capistrano	•	•	•	•	•	•	•	•	•	•	•
San Clemente		•	•	•	•		•		•	•	•
Dana Point					•				•	•	•
Laguna Niguel					•		•		•	•	•
Laguna Beach					•		•		•	•	•
John Wayne Airport	•		•	•	•	•	•	•	•	•	
Santa Ana	•	•	•	•	•	•	•	•	•		•

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3 Schedule

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

Table 2 – 2018-2019 Project Schedule

Task	Date
Notice to Proceed Issued by the City	April 22, 2019
Project Kick-Off Meeting/City to provide Business License Data	April 24, 2019
Inventory Update Completion Date & Assign Inspections	April 30, 2019
Complete Industrial High Inspections	April 30, 2019 to June 15, 2017
Send Mailers to Industrial and Commercial Facilities	April 30, 2019
Complete Commercial and Industrial Inspections	April 30 to June 15, 2019
Quarterly Report Assistance (4th Quarter)	June 30, 2019
Submit Draft Summary Report to the City Electronically with County Excel Files (PEA Chapter 9)	July 15, 2019
Submit Final Report to the City (Hard Copy Binder with electronic files on a DVD including a Draft of PEA Chapter 9)	September 30, 2019

Table 3 – 2019-2020 through 2022-2023 Project Schedule

Task	Date
Project Kick-Off Meeting/City to provide Business License Data	February 1
Inventory Update Completion Date & Assign Inspections	February 15
Send Mailers to Industrial and Commercial Facilities	February 20
Complete Commercial and Industrial Inspections	February to June 30
Quarterly Report Assistance (3rd Quarter)	March 30
Quarterly Report Assistance (4th Quarter)	June 30
Submit Draft Summary Report to the City Electronically with County Excel Files (PEA Chapter 9)	July 15
Submit Final Report to the City (Hard Copy Binder with electronic files on a DVD including a Draft of PEA Chapter 9)	September 30

3.1 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 70 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. Wood'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.

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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
Bryan Shiang	BA, Urban Regional Planning and Design – UC San Diego Master of Urban Regional Planning - Cal Poly Pomona (IP)	QISP	50%*
Mony Tep	BS, Environmental Toxicology, University of California, Riverside	QISP	50%
Ellen Smith	B.A., Geology, Occidental College, 1981	N/A	As needed
Ted Von Bitner	PhD, Inorganic Chemistry, University of California Los Angeles BS, Chemical Physics, University of California San Diego	N/A	As needed

Note: *Assumes 50% dedication to the project until the task is completed. Additional staff will be assigned as needed to complete the work or staffing assignments will be modified.

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4 Fee Proposal

As requested, three 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.

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Appendix A

Key Resumes

5 Resumes

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

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

Senior Associate Scientist – Water Resources

Professional Summary

Mr. Smith is a senior associate scientist with more than 18 years of experience providing environmental compliance consulting for a wide variety of projects and clients. Mr. Smith has helped many clients comply with NPDES regulations and permitting, including municipal, industrial, construction, and de minimus permits. Mr. Smith has also assisted many facilities with other compliance programs including Spill Prevention Control and Countermeasure (SPCC) Plans, Facility Response Plans (FRPs), Hazardous Materials Business Emergency Plans (HMBEPs), and industrial wastewater permitting. Mr. Smith's responsibilities have included stormwater program management, permit compliance, flow measurement and sampling system design, evaluation and recommendation of BMPs, field monitoring, training including QISP training, interpretation of analytical results, structural BMP inspection program development, trash provisions implementation, and grant funding support. Mr. Smith currently manages compliance projects for several of the largest municipalities in Orange County and industrial facilities such as John Wayne Airport. Mr. Smith is also a Compliance Group Leader under the industrial general permit.

Experience

Project Manager

Municipal NPDES Program, City of Costa Mesa, Costa Mesa, CA

Mr. Smith is the Project Manager for the City of Costa Mesa NPDES compliance program. Mr. Smith has assisted the City with implementation of several aspects of the Phase I MS4 Permit, including development and implementation of an industrial and commercial NPDES inspection program that includes inspections at approximately 250 industrial and commercial facilities each year. Inspections involve evaluation of BMPs and distribution of educational materials to businesses. If violations of the City's Ordinance are observed, Mr. Smith works with the City on enforcement documentation and follow-up responses. Mr. Smith provides status reports to the city on a routine basis. Inspections are performed in accordance with the City's LIP, local water quality ordinances, and the Phase I MS4 Permit issued by the Santa Ana RWQCB. In addition, Mr. Smith has assisted the City with the monitoring program support.

Project Manager

Municipal NPDES Program, City of Anaheim, Anaheim, California

Mr. Smith is the Project Manager for the City of Anaheim 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 includes inspecting thousands of industrial and commercial facilities to help the City of Anaheim comply with stormwater program obligations.

Years of Experience

19 (18 years with Wood)

Education

BS, Environmental Science, University of California Santa Barbara

Registrations/Certifications/Licenses

2015 Industrial General Permit Trainer of Record and Qualified Industrial Storm Water Practitioner (QISP) (Reg. No. 115)

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

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

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

Professional Associations

California Stormwater Quality Association

California Construction and Industrial Materials Association

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

Training Task Lead, Inspections Support

Mr. Smith currently manages this program with the City's Code Enforcement Department conducting the inspections. Mr. Smith developed the training program for the City, which is provided annually. For the Significant Redevelopment Program, Mr. Smith assisted the City of Anaheim with the review of WQMPs, conducted field verifications of structural treatment controls installed, and reviewed operation and maintenance of post-construction BMPs. Mr. Smith developed procedures for the implementation of this program and provided training to Wood and City staff to implement these programs. Mr. Smith has also assisted the City with the development of three (3) SPCC plans, assisted the City with all aspects of the City's MS4 annual report, assisted the City with grant funding reporting requirements, and is currently managing the development and implementation of the City's trash provisions program requirements.

Project Manager

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

Mr. Smith is the Project Manager for the City of Santa Ana NPDES compliance program. Mr. Smith has assisted the City of Santa Ana with implementation of several aspects of the Phase I MS4 Permit, including development and implementation of an industrial and commercial NPDES inspection program that includes inspections at approximately 1,000 industrial and commercial facilities each year. Inspections involve evaluation of BMPs, distribution of educational materials to businesses, and issuance of administrative citations and reinspections 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 LIP, local water quality ordinances, and the Phase I MS4 Permit issued by the Santa Ana RWQCB. In addition, Mr. Smith assisted the City of Santa Ana 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 U.S. EPA and the Santa Ana RWQCB, developed and provided several trainings to staff on topics such as NPDES permit compliance, CGP compliance, and industrial/commercial NPDES inspections, assisted with grant funding requirements, managed a TMDL support project, and is currently managing the development and implementation of the City's trash provisions program requirements.

Task Manager

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

Mr. Smith is the Task Manager for stormwater compliance for John Wayne Airport. Mr. Smith assists the airport with regulatory program compliance tasks, including industrial stormwater, construction, and MS4 permit compliance; SPCC and HMBEP updates; wastewater permitting; and emergency response. Mr. Smith has prepared both the Exceedance Response Actions (ERA) Level 1 and 2 reports for the airport and has assisted the airport with planning support as the airport is within an impaired watershed with Total Maximum Daily Load (TMDL) Numeric Effluent Limitations (NELs). Mr. Smith also provides storm water and SPCC training to airport operations, maintenance department, fire department, and airport tenants. The training typically involves training approximately 200 employees each year. Mr. Smith manages several other regulatory programs including the review of Water Quality Management Plans (WQMPs) and inspection programs on post-structural treatment controls to support the airport's significant re-development program. Mr. Smith manages the airport's SPCC compliance program and assists with revisions to the SPCC plan. The SPCC-related inspections include checking the foundation, piping, containment system, and response equipment. Mr. Smith also reviews compliance documentation associated with ASTs and underground piping managed by the airport's fueling contractor. Compliance documentation is prepared for 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.

Project Manager

NPDES Program Compliance, Los Angeles County, CA

Mr. Smith is the Compliance Group Leader for the California Schools Storm Water Compliance Group. The scope of work includes reviewing site operations, identifying storm water compliance deficiencies, recommending practices to improve compliance, assisting with BMP selection, developing and reviewing SWPPPs, training, data review and upload of data into SMARTS, preparing industrial general permit required documents including ERA Level 1 and 2 compliance reports, and providing on-call consulting services as related to storm water runoff issues.

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Mike Lowther, IGP ToR, CPESC, QSD

Senior Scientist

Professional Summary

Mr. Lowther has 15 years of professional experience evaluating and developing storm water management programs and providing annual training seminars to comply with California's National Pollutant Discharge Elimination System (NPDES) Industrial General Permit (IGP) for discharges associated with industrial activities. He has written and evaluated Storm Water Pollution Prevention Plans (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, marinas 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 most recent IGP, discussions on implementing Best Management Practices (BMPs) and sample collection techniques. In addition, Mr. Lowther has experience performing storm water hydrology runoff analysis and sizing treatment control BMPs.

Mr. Lowther has completed several thousands of municipal/industrial/commercial inspections on behalf of municipalities in Orange County to comply with the Regional Water Quality Control Board (RWQCB), Santa Ana Region's MS4 permit. He has experience performing post construction Water Quality Management Plans (WQMPs) 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 also has extensive experience training Wood personnel and municipal personnel to complete industrial/commercial inspections and WQMP inspections to comply with the Orange County Drainage Area Management Plan (DAMP) and Municipal Separate Storm Sewer System (MS4) permit. Mr. Lowther is also familiar with the construction and municipal NPDES permitting requirements.

Experience

Senior NPDES Inspector

NPDES Program Support, City of Costa Mesa, Costa Mesa, CA

Mr. Lowther served as City NPDES Compliance Inspector. He audited facilities at industrial and commercial sites for compliance with RWQCB stormwater requirements in conjunction with DAMPs. Audits included evaluation of current business practices that involved potential discharges generated by the facility and recommendations for BMP interim actions. Tasks also included enforcement, as necessary, including writing notices of violation.

Senior NPDES Inspector

NPDES Program Support, City of Anaheim Department of Public Works, Anaheim, CA

Mr. Lowther served as the City NPDES Compliance Inspector. He investigated various NPDES-related complaints and audited facilities at industrial and commercial sites for compliance with RWQCB stormwater

Years of Experience

15 (15 Years with Wood)

Education

BS, Environmental Engineering, California Polytechnic State University San Luis Obispo, 2004

Registrations/Certifications/Licenses

2015 Industrial General Permit Trainer of Record/Qualified Industrial Storm Water Practitioner (Reg. No. 159)
Certified Professional in Erosion and Sediment Control, 6187
Qualified SWPPP Developer, SM-QSD-001

Professional Associations

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

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requirements in conjunction with DAMPs. Audits included evaluation of current business practices that involved potential discharges generated by the facility and recommendations for BMP interim actions. He completed inspections of structural treatment control BMPs as projects were completed to verify that they are installed in accordance with the project grading plan and WQMP and provided in-class and in-the-field training for code enforcement officers to complete WQMP operation and maintenance inspections of structural treatment control BMPs.

Senior NPDES Inspector

DMSA, City of Santa Ana, Santa Ana, CA

Mr. Lowther was the City NPDES Compliance Inspector. He audited facilities at industrial and commercial sites for compliance with RWQCB stormwater requirements in conjunction with DAMPs. Audits included evaluation of current business practices that involved potential discharges generated by the facility and recommendations for BMP interim actions. Tasks also included enforcement, as necessary, including writing notices of violation.

Project Scientist

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

Mr. Lowther assisted with the site assessment to determine whether the Banning Wastewater Treatment Plant met the NONA provisions in the 2014 IGP. He completed research of historical rainfall data and soil types in the Banning area, assisted with hydrology modeling based on site conditions and local historical rainfall data and helped draft the NONA technical report, and provided training to City of Banning personnel, which included an overview of the NPDES MS4 Permit for the Whitewater River Region and comprehensive training on the background and requirements of the 2014 IGP. Mr. Lowther assisted the City of Banning with MS4 and IGP compliance and developed Facility Pollution Prevention Plans (FPPPs) 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 stormwater quality. He also assisted the city with preparing for an inspection/audit by the Colorado River Basin RWQCB. Mr. Lowther developed the 2014 IGP SWPPP and MIP for the City's wastewater treatment plant.

Project Scientist

Hydrology Analysis and Stormwater Treatment Control BMP Development/Selection, CA

Mr. Lowther conducted stormwater hydrology runoff analyses and sized 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. He determined stormwater 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. He also estimated costs for structural BMPs, treatment control BMPs, and supported infrastructure. He developed conceptual designs to demonstrate how structural and treatment control BMPs would be installed at a facility.

Project Scientist

Industrial General Permit Compliance Support, Various Locations, CA

Mr. Lowther developed and evaluated SWPPPs and monitoring programs for a variety of industrial facilities with industrial activities, including sulphur processing, clay mining, oil field drilling, aerospace manufacturing, automotive dismantling, scrap metal/paper/plastic processing, marinas and boatyards. He provided training to stormwater team personnel at these facilities that included comprehensive training on the background and requirements of the IGP.

Project Scientist

Industrial General Permit Compliance Support, Catalina Island, CA

Mr. Lowther developed 2014 IGP SWPPPs and monitoring programs for two Catalina Island Company facilities. He incorporated requirements of the California Ocean Plan (COP) into the SWPPPs and monitoring programs and provided training to stormwater team personnel that included comprehensive training on the background and requirements of the IGP and the COP.

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Theodore Von Bitner, PhD

Senior Associate Scientist – Water Resources

Professional Summary

Dr. Von Bitner specializes in MS4 monitoring program implementation. His technical experience 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 projects have included receiving water characterization studies and source identification projects for city, county, and state level municipal agencies to support jurisdictional program implementation plans for regulatory permit compliance.

Dr. Von Bitner leads management of NPDES and TMDL compliance programs of various city, county, and state level government agencies. Primary professional responsibilities include project management for multiple state and local government clients and providing technical advisory services on specific priority issues. 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.

Experience

Senior Scientist

Santa Ana and San Diego Region NPDES MS4 Permit Renewal Assistance, Orange County Public Works on behalf of the Santa Ana Region NPDES Phase I Stormwater Program, Orange County, CA

Project scientist responsible for preparing the Report of Waste Discharge monitoring program summary. The monitoring program section titled "State of the Environment" included a comprehensive analysis of more than ten years of data to develop a scientifically-based consensus of the major environmental issues on a regional and water body specific basis, how trends over time were changing for the priority issues, and develop a data-driven framework to prioritize management efforts during the next five year permit cycle based on lessons learned during the prior permit periods. Monitoring summaries for the Report of Waste Discharge were prepared in both technical and non-technical format so that the County successes and challenges still to be addressed could be more effectively communicated for both management level and public audiences.

Senior Scientist

Tecolote Creek QMRA Implementation, City of San Diego Transportation and Storm Water Department, San Diego, CA

The Tecolote Creek quantitative microbial risk assessment (QMRA) project is special study to implement a QMRA to support the City's Bacteria TMDL implementation plan. The project includes a watershed scale monitoring effort to sample and characterize field water quality parameters, flow, microbial source tracking (MST) markers, fecal indicator bacteria (FIB), and pathogens during dry and wet weather conditions. The intent of this study is to assess recreational water contact illness risk levels by directly measuring pathogens responsible water borne illnesses in support of the efforts to develop a site-specific water quality objective. Mr. Von Bitner is responsible

Years of Experience

17 (6 Years with Wood)

Education

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

BS, Chemical Physics, University of California, San Diego, La Jolla, 1995

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for managing all aspects of the project including supervision of field activities, performance of the analytical laboratories supporting the project, managing subcontractors, project report preparation, and controlling the overall project budget. The monitoring efforts conducted for the Tecolote Creek study helped to characterize the extent of important pathogen sources in the watershed, refine the sampling and laboratory approaches for MST and pathogen sample analyses during dry and wet weather conditions, and establish the framework of the subsequent source identification efforts.

Program Manager

NPDES Jurisdictional Runoff Management Program Coordination, City of San Juan Capistrano, San Juan Capistrano, CA

Wood provides implementation support to the City with the jurisdictional runoff management program. Implementation of the JRMP is a requirement under the Phase 1 NPDES stormwater permit issued by the San Diego Regional Water Quality Control Board. Project activities include 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 development of the South Orange County Water Quality Improvement Plan and conducting special studies on behalf of the Public Works Division to support implementation of the Twenty Beaches and Creek Bacteria TMDL program.

Project Lead

Comprehensive Load Reduction Plan Implementation Strategy, City of San Clemente,

In 2014, Wood was contracted by the City of San Clemente to provide technical services for the Prima Deschecha watershed Comprehensive Load Reduction Plan. Wood's services include a comprehensive re-evaluation of the historic and contemporary water quality and hydrology datasets to identify BMP implementation opportunities. Consultant services to the City include developing recommendations on potential dry weather load reduction BMPs and modifications to the current wet weather receiving waters monitoring program.

Interim Program Manager

Interim NPDES Program Manager, City of Santa Ana, Santa Ana, CA

Wood's services were contracted beginning in December 2017 to provide interim NPDES Program Manager support in response to staffing shortages at the City. Wood's support to the City includes activities related to general implementation of the NPDES program such as TMDL program, the Trash Provisions program, the Integrated Regional Watershed Management Program, reviewing program budgets, providing regulatory guidance and program implementation recommendations, performing inspections, and meeting with members of the public.

Project Lead

Development of a multi-stakeholder project to assess baseline conditions and reduce trash in the San Diego Bay watershed, Multiple Agencies, San Diego, CA

In 2013, Wood was contracted to manage a multi-stakeholder study to monitor, assess, and identify potential opportunities for reducing trash in San Diego Bay. To develop the study workgroup, Wood individually met with and enlisted the participation of numerous stakeholders covering a diverse group of interests including local government agencies, joint power authorities, private land owners, state agencies, the federal government including branches of the military, and several non-profit groups. The focus of the study is to develop a baseline assessment of the current trash conditions, locate and characterize hotspots in the bay and upland watersheds, and develop a preliminary understanding of whether trash represents an potential risk to biological communities, primarily demersal and pelagic fish, in the bay. The study framework developed through stakeholder input focused on evaluating the health of receiving waters as the primary assessment and from the results evaluating how sources and pathways contribute to conditions in the bay.

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Ellen Smith

Technical Professional II - Geology

Years of Experience
15 (11 Years with Wood)

Education
B.A., Geology, Occidental College, 1981

Professional Summary

Ms. Smith provides 15 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).

Experience

Field Inspection

Municipal NPDES Storm Water Compliance Inspections for the Cities of Santa Ana, San Juan Capistrano, and Costa Mesa, CA
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

Field Inspection

City of Anaheim NPDES Program Support, City of Anaheim (CA) Department of Public Works, Anaheim, CA
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 Filterras, FloGard filter inserts, modular wetlands, infiltration galleries, and bioretention areas.

Field Inspection

Environmental Services, John Wayne Airport, Santa Ana, CA
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

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non-storm water discharges. Ms. Smith has also assisted with the implementation of JWA's monitoring program.

Field Inspection

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.

Field Inspection

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

Field Inspection

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.

Technical Review

Phase I and Phase II Environmental Site Assessments (ESAs), Various Clients, United States, Japan
Performed an extensive review of environmental documentation as part of a Phase I assessment for a proposed development project in Avila Beach, California. The coastal town was previously used as a shipping port for petroleum products and was impacted with large plumes of petroleum-based contaminants.

Technical Review

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).

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Bryan Shiang

Technical Professional I – Environmental, Water Resources

Professional Summary

Bryan brings more than 5 years of water quality monitoring and research experience. His focus has been on stormwater monitoring, operation, inspection, maintenance, and evaluation of stormwater BMPs. Also, his work involves NPDES regulatory compliance issues, TMDLs, water remediation, and water quality studies. Bryan has performed numerous site visits to industrial, construction, transportation, and municipal facilities to assess the level of source control BMP implementation and the effectiveness of those BMPs in reducing stormwater pollution. In addition, his experience with environmental projects include developing skills in GIS stormwater drainage delineation as well as water quality monitoring field work, sampling and analysis, NPDES permitting, compliance program development, urban runoff flow studies, and TMDL compliance monitoring and planning.

Experience

Staff Scientist / Technical Support

County of Orange Newport Bay Watershed, Trash Management Plan, Orange County, CA

As technical support, Bryan has collaborated in the review and analysis of trash total maximum daily loads (TMDLs) for cities such as Dana Point, Laguna Niguel, Laguna Beach, and Anaheim to help shape and understand the compliance requirements for each of these regions in the County of Orange. This on-going project consists of support in the field and expertise with regards to quantifying and reporting plan for trash TMDL compliance. In addition, Bryan has conducted visual field trash assessments of in situ separate stormwater drainage systems (MS4) used by Dana Point and Laguna Niguel in reducing the amount of trash reaching the receiving waters of the subject study areas. Using data collected by SCAG, both structural and institutional measures will continue to be assessed to evaluate trash reduction compliance. Lastly, Bryan has worked on provisional Geographical Informational Systems (GIS) analysis of sub drainage areas in Dana Point, Anaheim, Laguna Niguel, and Laguna Beach. Drainage delineation was conducted from an analysis using Google Earth and GIS for cities to implement partial and full capture basin best management practices (BMPs).

Environmental Technician / Inspector

Industrial, Commercial, and Construction Stormwater Inspections, City of Santa Ana, Costa Mesa, CA

Bryan is responsible for identifying facility permit coverage, facility closure, and corrective action of Resource Conservation and Recovery Act (RCRA) permitted hazardous commercial and industrial facilities in Santa Ana tied to Waste Discharge Requirement permits and Storm Water Pollution Prevention Plan (SWPPP). He has conducted routine site inspections for compliance with SWPPP or land disturbance permits and City of Santa Ana

Years of Experience

5 (1.5 Years with Wood)

Education

BA, Urban Regional Planning and Design – UC San Diego
Master of Urban Regional Planning - Cal Poly Pomona

Registrations/Certifications/ Licences

OSHA 40 Hour HAZWOPER
Qualified Industrial Stormwater Practitioner (QISP)

Professional Associations

American Planning Association-Cal Poly Pomona
Southern California Chinese American Environmental Protection Association (SCCAEPA)

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Storm Water Management Ordinance. Also, he has collected discharge PH levels from businesses from both commercial and industrial to ensure compliance of Federal, State, and City regulations. In addition, Bryan is tasked to educate business owners of source control BMPs, location of onsite drains or city MS4 drains, and evaluate industrial user's production, operation, and maintenance practices as they relate to waste discharged into the sewer systems.

Environmental Scientist / Technical Support

Stormwater Management- Engineering and Environmental Services, John Wayne Airport, Orange County, CA
Bryan has provided technical support at John Wayne Airport (JWA) for numerous environmental site assessments, spill response and reporting, stormwater program management and implementation, and compliance support. In addition, he has been onsite during JWA's oil water separator cleanout and has performed maintenance on ISCO autosamplers at four alternative sampling sites. Bryan has also conducted BMP inspections of JWA's fixed facility operations for pre-storm and stormwater regulatory compliance. Bryan has worked with JWA Firefighters with their daily water usage to ensure that they are in compliance with stormwater regulations.

Technical Support / Inspector

Rancho Mission Viejo Riding Park, Equestrian Facilities, City of San Juan Capistrano, CA
Bryan has conducted routine inspections for industrial and privately-owned land to ensure compliance with applicable codes, ordinances and regulations pertaining to industrial wastewater quality, stormwater, water conservation, and hazardous materials program regulations. He assessed records of operations and activities of industrial sites; inspect size, installation, and maintenance of grease and oil. Bryan educates business owners with respect to federal, state, and local laws, regulations, and ordinances by recommending source control BMPs.

Environmental Scientist / Geographical Information Systems Technical Support

Watershed, Direct Connection, and Outfall Drainage Delineation, Orange County, CA
Bryan has assisted with drainage delineation of watersheds in Dana Point, Anaheim, Laguna Niguel, and Laguna Beach, direct connection delineation in Anaheim, and outfall drainage delineation in Dana Point. Using desktop analysis and field verification, Bryan has provided technical support to GIS specialists that includes drawing lines on a map to identify a drainage area boundary. Direct connection delineation required additional work that included thorough analysis of building grading plans and city provided land use parcel plans.

Project Assistant

WQIP Implementation for the Los Angeles River, City of Los Angeles, Los Angeles, CA
Bryan has worked on BMPs in Los Angeles Parks and Lakes and has provided technical support for the Coordinated Integrated Monitoring Program (CIMP) in Los Angeles' four main watersheds. He has assisted in collecting dry and wet weather data samples in the field, assisted lab technicians with maintaining auto samplers at mass emission sites along the LA rivers, and tested water samples for nutrients such as nitrogen, phosphorous and phosphate. Further, Bryan has assisted environmentalists with ArcGIS to map out surrounding outfalls in the Los Angeles River, which involved hiking to each outfall and input manually characteristics of outfall such as outfall size and type. He frequently collaborated with Hyperion Treatment Plant in identifying, analyzing, and transporting stormwater samples, attended coordinated staff meetings, and evaluated and interpreted field test results and prepared reports and presentations using Microsoft Office.

Staff Scientist

AdvTech Environmental, Groundwater Remediation, City of Costa Mesa, Storm water TMDLs, City of Los Angeles, CA
Bryan provided internal support to LA City storm water program; attending watershed meetings for development of the Water Quality Improvement Plan (WQIP) and Enhanced Watershed Management Plan (EWMP); Bryan was also involved in conducting statistical analyses and wet and dry weather sampling. Bryan has worked with Newport Mesa Unified School District, utilizing water quality equipment to monitor and asses the quality of water and vapor in storm drains and monitoring wells. He has evaluated hydraulic data and provided quarterly reports using AutoCAD. Bryan has developed field expertise to conduct water, soil, and vapor sampling and has developed health and safety plans for site investigation.

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Mony Tep

Technical Professional I – Environmental, Water Resources

Professional Summary

Ms. Tep has supported many of Orange County Environmental Resources' programs in complying with National Pollutant Discharge Elimination System(NPDES) permits in Santa Ana and San Diego Regional Water Quality Control Boards regions including North/South County Bacterial Total Maximum Daily Load (TMDL) Program; Newport Bay Watershed Sediment TMDL program; Newport Bay Bacterial TMDL; San Diego and Santa Ana Region Dry Weather Outfall program; Urban Stream Bioassessment; and industrial and commercial inspection program. Ms. Tep has provided support to various water quality monitoring plans and is familiar with major watersheds sampling points for the County of Orange. Her experience includes dry and wet weather monitoring, leading sources investigation, evaluating Low- Impact Developments (LIDs), assessing Best Management Practices (BMPs), conducting inspection, water quality sampling and analysis, and TMDL compliance monitoring and planning. Ms. Tep is also a Qualified Industrial Storm Water Practitioner (QISP).

Experience

Technical Professional I

Rancho Mission Viejo Riding Park, Equestrian Facilities, City of San Juan Capistrano, CA – Wood E&I Solutions

Ms. Tep assisted with routine inspections and monitoring for industrial and privately-owned facilities to assess compliance with the City's ordinance and with NPDES permits. Ms. Tep assessed BMP implementation in accordance with the SWPPP, worked with the equestrian facilities to implement effective of BMPs, and conducted monitoring on behalf of one of the equestrian facilities to comply with the Industrial General Permit.

Technical Professional I

As Needed NPDES Assistance, City of Anaheim, CA – Wood E&I Solutions

Ms. Tep assisted the City of Anaheim with fixed facility inspection program. Ms. Tep has reviewed the BMPs at these fixed facilities in relation to the Model Municipal Program. Additional tasks have included supporting the trash provisions program.

Agricultural Standards Inspector

Pesticide Usage Enforcement and Agricultural Programs for Agricultural and Commissioner, County of Orange Department of Public Works, Orange, CA

As an Agricultural Standard Inspector, Ms. Tep assisted with inspecting and evaluating industrial, commercial, municipal, and/or other public/private sector facilities/sites for compliance with California Department of Pesticide code for Structural Branch 1 Pest Control. In supporting many of the Agricultural programs, she completed training from California Department of Food Agriculture (CDFA) advisors in promoting the Pierce's Disease

Years of Experience

2 (7 Months with Wood)

Education

BS, Environmental Toxicology

Registrations/Certifications/ Licenses

Qualified Industrial Storm Water Practitioner (QISP) (Reg. No. 975)

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Control Program (PDCP) mission to minimize the statewide impact of Pierce's disease and its vectors in California, mainly through glassy-winged sharpshooters (GWSS) and light brown apple moth (LBAM) control. This included providing support with nursery inspections and processing compliance permits with regards to controlling GWSS and LBAM within their quarantine areas. She participated and assisted in organizing outreach events and public education activities to spread awareness of Agricultural services the County of Orange provides.

Environmental Resources Specialist

North/South Orange County Bacterial TMDL Programs, County of Orange Watershed, County of Orange Department of Public Works, Orange, CA

Ms. Tep diligently traveled to various sites to collect water samples and perform chemical and physical water quality analyses for detection of fecal indicator bacteria in compliance with the Fifth Term Municipal Stormwater permit under the San Diego Regional Board. She drafted a standard operating procedure to mentor interns to ensure they understood the goals and regulations. In supporting South Orange County Bacterial TMDL Program, she managed and coordinated monitoring for Aliso Creek and Beach. She compiled the Aliso Creek directive quarterly progress report and performed monthly data analysis and quality control of data to reduce errors in preparation for Aliso Creek Watershed Management Plan Water Quality Data Assessment Annual Report. She monitored and collected data for Contact and Non-Contact Water Recreation (REC-1 and REC-2) Water Quality Objective for the County of Orange to contribute to County of San Diego data in assessing bacterial level. This included monitoring San Clemente Pier, Aliso Beach, Doheny Beach, Baby Beach, and Newport Dune.

Environmental Resources Specialist/ Technical Support

Newport Bay Watershed Sediment TMDL Program, County of Orange Watershed, County of Orange Department of Public Works, Orange, CA

Ms. Tep supported the sediment TMDL program by conducting weekly samplings and processing weekly sediment testing on collected field samples in laboratory for data analysis. She monitored data trends collected from data logger on sampling sites and data from analyzed samples in laboratory to ensure accuracy and completeness of records for quality control. She mentored incoming interns on required field monitoring procedures and field observation methods to ensure compliance with the Fourth Term Municipal Stormwater Permit under the Santa Ana Regional Board.

Environmental Resources Specialist/ Technical Support

Costa Mesa Channel Fecal Sources Investigation, County of Orange Watershed, County of Orange Department of Public Works, Orange, CA

She received training and took lead in investigating the Costa Mesa Channel that has been a source of high fecal indicator bacteria. She monitored water quality for elevated and illegal discharges of selected contaminants and experimented at various sampling sites and at different times in attempt to identify when and where fecal detection is highest. She collected field observations and analyzed fecal source data to determine possible correlations between the sample time and the analyzed fecal result data to improve monitoring techniques. This sources investigation was to determine water quality status, trends, and pollutants of concern that might had been from urban runoff within the community and their impact on the beneficial uses of the receiving waters.

Environmental Resources Specialist/ Technical Support

Santa Ana/ San Diego Dry Weather Outfall and Southern California Stormwater Monitoring Coalition (SMC) Bioassessment, County of Orange, CA

Ms. Tep assisted with monitoring selected storm drain outfall discharges to identify and eliminate any illegal discharges and illicit connections to the Municipal Separate Storm Sewer System (MS4) for Santa Ana/ San Diego dry weather outfall. She assisted with monitoring water quality conditions of receiving waters, conducting field testing, and assessing the implementation of the program. For bioassessment, water sampling was contingent upon sufficient flow for sample collection. In ensuring sufficient flow she reconnoitered sampling sites and assessed sampling points to maximize depiction of overall site water quality. She assisted with calculating collected data to evaluate the quality of water and the impact of urban runoff on the site.

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EXHIBIT C

FEE SCHEDULE

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Wood Environment & Infrastructure Solutions, Inc.
3560 Hyland Avenue, Suite 100
Costa Mesa, CA 92626
T: (949) 574-7632
www.woodplc.com

March 15, 2019
19PROPGOVT.0024

Mr. Kelly Dalton
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. Dalton:

Wood Environment & Infrastructure Solutions (Wood) 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). Wood presents this 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
- Municipal Fixed Facility 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. Wood 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 the 2018/19 and 2019/20 Fiscal Years is $83,980. Rates may be subject to an annual escalation each year thereafter based on the Consumer Price Index as summarized in the attached tables.

We look forward to continue supporting the City on this important project. Should you have any questions regarding either the scope of work, Wood'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@woodplc.com.

Sincerely,
Wood Environment & Infrastructure Solutions, Inc.

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

Nathan Schaedler, P.E.
Water Resources Division Manager

Attachments: 2018/2019 & 2019/2020 Cost Spreadsheets & Program Total Costs
Schedule of Billing Rates (Effective March 15, 2019)

'Wood' is a trading name for John Wood Group PLC and its subsidiaries

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

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Task 1 - Project Kickoff & Inventory Review and Update

This task includes project management, the 2018/19 FY industrial/commercial inventory update, management of an online database, and issuance of notification letters.

Senior Associate Engineer/Scientist	12	hours	@ 210.00	$	2,520.00	
Technical Professional 2	28	hours	@ 115.00	$	3,220.00	
Project Assistant	4	hours	@ 90.00	$	360.00	
Misc. Expenses (postage)		estimate postage		$	140.00	
					Total Task 1 Cost:	**$6,240.00**

Task 2 - Industrial and Commercial NPDES Inspections

This task assumes approximately 250 inspections are completed. This task assumes the City will perform the follow-up inspections, which will be logged into an online database.

Senior 2 Engineer/Scientist	40	hours	@ 160.00	$	6,400.00	
Technical Professional 1 (NPDES Inspector)	180	hours	@ 110.00	$	19,800.00	
Project Assistant	8	hours	@ 90.00	$	720.00	
Est. Mileage costs (Charged at IRS Milage Rate)	35	Trips	@ 30.00	$	1,050.00	
Misc. Expenses (postage)		estimate postage		$	140.00	
					Total Task 2 Cost:	**$28,110.00**

Task 3 - Municipal Fixed Facility Inspections

This task assumes a total of 11 municipal facility inspections will be performed. Each inspection is anticipated to take approximately 2.5 hours including documentation.

Senior 2 Engineer/Scientist	2	hours	@ 160.00	$	320.00	
Technical Professional 1 (NPDES Inspector)	30	hours	@ 110.00	$	3,300.00	
Est. Mileage costs (Charged at IRS Milage Rate)	4	Trips	@ 30.00	$	120.00	
					Total Task 3 Cost:	**$3,740.00**

Task 4 - Draft and Final Report

This task assumes the final deliverable will be an exported copy of the final database and industrial/commercial inventory. Quarterly report data will be provided for the quarters inspections were performed.

Senior Associate Engineer/Scientist	4	hours	@ 210.00	$	840.00	
Senior 2 Engineer/Scientist	10	hours	@ 160.00	$	1,600.00	
Technical Professional 1 (NPDES Inspector)	10	hours	@ 110.00	$	1,100.00	
Project Assistant/administration	4	hours	@ 90.00	$	360.00	
					Total Task 4 Cost:	**$3,900.00**

Total Estimated Costs Tasks 1, 2, 3, and 4: $41,990.00

City of Costa Mesa
Industrial and Commercial Inspections
Fiscal Year 2019-2020

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Task 1 - Project Kickoff & Inventory Review and Update

This task includes project management, the 2018/19 FY industrial/commercial inventory update, management of an online database, and issuance of notification letters.

Senior Associate Engineer/Scientist	12	hours	@ 210.00	$ 2,520.00	
Technical Professional 2	28	hours	@ 115.00	$ 3,220.00	
Project Assistant	4	hours	@ 90.00	$ 360.00	
Misc. Expenses (postage)		estimate postage		$ 140.00	
			Total Task 1 Cost:		**$6,240.00**

Task 2 - Industrial and Commercial NPDES Inspections

This task assumes approximately 250 inspections are completed. This task assumes the City will perform the follow-up inspections, which will be logged into an online database.

Senior 2 Engineer/Scientist	40	hours	@ 160.00	$ 6,400.00	
Technical Professional 1 (NPDES Inspector)	180	hours	@ 110.00	$ 19,800.00	
Project Assistant	8	hours	@ 90.00	$ 720.00	
Est. Mileage costs (Charged at IRS Milage Rate)	35	Trips	@ 30.00	$ 1,050.00	
Misc. Expenses (postage)		estimate postage		$ 140.00	
			Total Task 2 Cost:		**$28,110.00**

Task 3 - Municipal Fixed Facility Inspections

This task assumes a total of 11 municipal facility inspections will be performed. Each inspection is anticipated to take approximately 2.5 hours including documentation.

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Technical Professional 1 (NPDES Inspector)	30	hours	@ 110.00	$ 3,300.00	
Est. Mileage costs (Charged at IRS Milage Rate)	4	Trips	@ 30.00	$ 120.00	
			Total Task 3 Cost:		**$3,740.00**

Task 4 - Draft and Final Report

This task assumes the final deliverable will be an exported copy of the final database and industrial/commercial inventory. Quarterly report data will be provided for the quarters inspections were performed.

Senior Associate Engineer/Scientist	4	hours	@ 210.00	$ 840.00	
Senior 2 Engineer/Scientist	10	hours	@ 160.00	$ 1,600.00	
Technical Professional 1 (NPDES Inspector)	10	hours	@ 110.00	$ 1,100.00	
Project Assistant/administration	4	hours	@ 90.00	$ 360.00	
			Total Task 4 Cost:	**$**	**3,900.00**

Total Estimated Costs Tasks 1, 2, 3, and 4: $41,990.00

Fee Proposal

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City of Costa Mesa
Industrial and Commercial Inspections
Fiscal Year 2018/19 to 2022/23

TASK NO.	TASK DESCRIPTION	ESTIMATED HOURS	LABOR BUDGET	PROJECT EXPENSES	TOTAL
1	Project Kickoff & Inventory Review and Update	44	$6,100	$140	$6,240
2	Industrial and Commercial NPDES Inspections	228	$26,920	$1,190	$28,110
3	Municipal Fixed Facility Inspections	32	$3,620	$120	$3,740
4	Draft and Final Report	28	$3,900	$0	$3,900
FY2018/19 total		**332**	**$40,540**	**$1,450**	**$41,990**

TASK NO.	TASK DESCRIPTION	ESTIMATED HOURS	LABOR BUDGET	PROJECT EXPENSES	TOTAL
1	Project Kickoff & Inventory Review and Update	44	$6,100	$140	$6,240
2	Industrial and Commercial NPDES Inspections	228	$26,920	$1,190	$28,110
3	Municipal Fixed Facility Inspections	32	$3,620	$120	$3,740
4	Draft and Final Report	28	$3,900	$0	$3,900
FY2019/20 total		**332**	**$40,540**	**$1,450**	**$41,990**

TASK YEAR	ESTIMATED HOURS	LABOR BUDGET	PROJECT EXPENSES	TOTAL
2020/21 FY Total*	332	$41,554	$1,486	$43,040
2021/22 FY Total*	332	$42,592	$1,523	$44,116
2022/23 FY Total*	332	$43,657	$1,561	$45,219
Program Budget FY2018/19 - FY2022/23	**1660**	**$208,883**	**$7,471**	**$216,354**

Note:
* includes estimated yearly CPI increase at 2.5%

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Wood Environment & Infrastructure Solutions, Inc.
Hourly Fee Schedule

City of Costa Mesa

The hourly labor rates set forth below are valid during the 2018/2019 and 2019/2020 Fiscal Years. Rates may be subject to annual escalation each year thereafter based on the Consumer Price Index.

LABOR:

CLIENT agrees to reimburse Wood Environment & Infrastructure Solutions, Inc. (Wood) for all hours worked by professionals at the following categories and associated hourly labor rates. Charges for expert services will be at the hourly rates shown. However, for depositions and court appearances, CLIENT agrees to reimburse Wood for all hours worked by professionals at the following classifications, but at two times the associated hourly labor rates. There will be a 4-hour minimum per-day charge for depositions and an 8-hour minimum per-day charge for court appearances.

CONTRACT ROLE	RATE/HOUR
Principal (Engineer/Scientist/Project Manager)	$240.00
Senior Associate (Engineer/Scientist/Project Manager)	$210.00
Associate (Engineer/Scientist/Project Manager)	$180.00
Senior 2 (Engineer/Scientist)	$160.00
Senior 1 (Engineer/Scientist)	$150.00
NPDES Inspector 2 (Includes Tech Prof 2 &3 Eng./Sci.)	$115.00
NPDES Inspector 1 (Includes Tech Prof 1 Eng./Sci.)	$110.00
Technician	$100.00
Project Coordinator/Administrator	$90.00

ESCALATION: There will be no escalation unless Wood provides supporting back-up documentation for the revised fee schedule changes and the rate increases are agreed to by the City of Costa Mesa per the RFP requirements.

OTHER DIRECT EXPENSES: CLIENT agrees to reimburse Wood for all other direct expenses incurred as follows:

Vehicle Charges	$50/day
Travel Expenses: Mileage	IRS Rate
Subcontract Expenses: Supplies or services furnished to Wood in support of project activities by any supplier or firm, except temporary agency or consultant staff charged at above hourly rates	Cost +10%
Direct Expenses: Other expenses in support of project activities	Cost + 10%
Unit Pricing: Any unit pricing work such as in-house equipment rental will be quoted separately	Cost

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.

EXHIBIT D

CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Southwest, Inc.
Houston TX Office
5555 San Felipe
Suite 1500
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:	AIG Specialty Insurance Company	26883
INSURER C:	Lloyd's Syndicate No. 2003	AA1128003
INSURER D:	ACE Fire Underwriters Insurance Co.	20702
INSURER E:		
INSURER F:		

INSURED
JWGUSA Holdings, Inc.
Wood Group USA, Inc.
and its Subsidiaries and Affiliates
17325 Park Row
Houston TX 77084 USA

COVERAGES **CERTIFICATE NUMBER:** 570074859046 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			HDOG27874265	05/01/2018	07/01/2019	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H25150132	05/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			XOOG24876238009	05/01/2018	07/01/2019	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$1,000,000
A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLRC65890069 Work Comp- AOS RWCC65890100 Work Comp- WI	01/31/2019 01/31/2019	07/01/2019 07/01/2019	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
C	Archit&Eng Prof			PSDEF1800726 Professional Liability SIR applies per policy terms & conditions	07/01/2018	06/30/2019	Any One Claim Aggregate Limit	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Description: Professional Services Agreement. City of Costa Mesa, its elected and appointed boards, officers, agents and employees are included as additional insured on the General Liability and Automobile Liability policies as required by written contract. General Liability evidenced herein is primary and non-contributory to other insurance available to City of Costa Mesa, its elected and appointed boards, officers, agents and employees where required by written contract. A waiver of subrogation is granted in favor of the certificate holder on the workers Compensation policy where required by written contract and allowed by law. SEE ATTACHED ADDENDUM FOR ADDITIONAL NAMED INSURED AMEC COMPANIES.

CERTIFICATE HOLDER

City of Costa Mesa, Public Services
Dept./Engineering
77 Fair Drive
Costa Mesa CA 92628-1200 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570074859046

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AGENCY CUSTOMER ID: 570000021966

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	JWGUSA Holdings, Inc.
POLICY NUMBER: See Certificate Number: 570074859046	
CARRIER: See Certificate Number: 570074859046 — NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
B	Env Site/Poll			CPL12456119 Pollution Liability	05/01/2018	07/01/2019	Each Loss	$5,000,000
							Aggregate Limit	$5,000,000

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AGENCY CUSTOMER ID: 570000021966

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Aon Risk Services Southwest, Inc.		JWGUSA Holdings, Inc.
POLICY NUMBER		
See Certificate Number: 570074859046		
CARRIER	NAIC CODE	EFFECTIVE DATE
See Certificate Number: 570074859046		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Named Insured

Named Insureds:

AGRA Pipeline Professionals, Inc.
AMEC Construction Management, Inc.
AMEC E&E, P.C.
AMEC Engineering and Consulting of Michigan, Inc.
Amec Foster Wheeler USA Corporation
Amec Foster Wheeler Programs Inc.
Amec Foster Wheeler Power Systems, Inc.
Amec Foster Wheeler Constructors, Inc.
Amec Foster Wheeler Energia, S.L.U.
Amec Foster Wheeler E&C Services, Inc.
Amec Foster Wheeler Industrial Power Company, Inc.
AMEC Massachusetts, Inc.
Amec Foster Wheeler Martinez Inc.
Amec Foster Wheeler North America Corp
Amec Foster Wheeler Ventures, Inc.
Amec Foster Wheeler Oil and Gas, Inc.
AMEC USA Holdings, Inc.
Foster Wheeler Development Corporation
Foster Wheeler Intercontinental Corporation
Amec Foster Wheeler Kamtech, Inc.
MACTEC Engineering and Consulting, P.C.
QED International LLC
Rider Hunt International USA, Inc.
Terra Nova Technologies, Inc. (TNT)

Wood Group USA, Inc.
Wood Group Alaska, LLC
Wood Group PSN, Inc.
Altablue, Inc.
Cape Software, Inc.
BMA Solutions, Inc.
Global Performance, LLC
John Wood Group PLC
RWG (Repair & Overhauls) USA, Inc.
Ingenious, Inc.
Mustang Process and Industrial
Mustang International, LP
C E C Controls Company, Inc.
Wood Environment & Infrastructure Solutions Inc.

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POLICY NUMBER: HDO G27874265

Endorsement Number: 1

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we

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will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER: HDO G27874265

Endorsement Number: 2

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Workers' Compensation and Employers' Liability Policy

Named Insured WOOD GROUP USA, INC. 17325 PARK ROW, SUITE 500 HOUSTON TX 77084	Endorsement Number Policy Number Symbol: WLR Number: C65890069
Policy Period 01-31-2019 TO 07-01-2019	Effective Date of Endorsement 01-31-2019
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Authorized Representative

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ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured John Wood Group PLC			Endorsement Number 2
Policy Symbol ISA	Policy Number H25150132	Policy Period 01/31/2018 TO 01/31/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your "employees" or agents.
3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

EXTENSION ENDORSEMENT

Named Insured John Wood Group PLC			Endorsement Number 154
Policy Symbol ISA	Policy Number H25150132	Policy Period 01/31/2018 TO 01/31/2019	Effective Date of Endorsement 01/31/2019
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the additional premium stated below, You and we agree that the expiration date of the policy is amended as follows:

A. Expiration Date: 07/01/2019

B. Premium For Policy Extension $ [redacted]

C. For the purposes of determining the Limits of Insurance, the additional period will be deemed part of the last preceding period. This additional term does not reinstate any aggregate limits that apply.

D. All other terms, conditions, forms or deductibles applicable to this policy remain as expiring.

JOHN J. LUPICA, President
Authorized Representative

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured John Wood Group PLC			Endorsement Number 5
Policy Symbol HDO	Policy Number G27874265	Policy Period 01/31/2018 to 01/31/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY COVERAGE

Schedule

Organization	Additional Insured Endorsement
Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.	

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Authorized Agent

EXTENSION ENDORSEMENT

Named Insured John Wood Group PLC			Endorsement Number 266
Policy Symbol HDO	Policy Number G27874265	Policy Period 01/31/2018 TO 01/31/2019	Effective Date of Endorsement 01/31/2019
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the additional premium stated below, You and we agree that the expiration date of the policy is amended as follows:

A. Expiration Date: 07/01/2019

B. Premium For Policy Extension $[redacted]

C. For the purposes of determining the Limits of Insurance, the additional period will be deemed part of the last preceding period. This additional term does not reinstate any aggregate limits that apply.

D. All other terms, conditions, forms or deductibles applicable to this policy remain as expiring.

JOHN J. LUPICA, President
Authorized Representative

EXHIBIT E

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.

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

POLICY

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

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:

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

   B. Establishing a Drug-Free Awareness Program to inform employees about:

1. The dangers of drug abuse in the workplace;

2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation and employee assistance programs; and

4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;

D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:

1. Abide by the terms of the statement; and

2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;

F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:

   a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;

   b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;

   c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.