

**AGREEMENT BETWEEN THE CITY OF SANTA ANA AND  
WSP USA ENVIRONMENT & INFRASTRUCTURE INC TO PROVIDE  
INDUSTRIAL/COMMERCIAL INSPECTION AND NPDES PROGRAM SUPPORT  
SERVICES**

THIS AGREEMENT is made and entered into this 1st day of August, 2023 by and between WSP USA Environment & Infrastructure Inc. (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

**RECITALS**

- A. On March 16, 2023, the City issued Request for Proposal No. 23-028, by which it sought qualified consultants to provide Industrial/Commercial Inspection and NPDES Program Support services for the City’s Public Works Agency.
- B. Consultant submitted a responsive proposal that was among those selected by the City. Consultant represents that it is able and willing to provide the services described in the scope of work that was included in RFP No. 23-028.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional contracting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

**1. SCOPE OF SERVICES**

Consultant shall perform the services described in the scope of work that was included in RFP No. 23-028, which is attached as **Exhibit A**, and as more specifically delineated in Consultant’s proposal, which is attached as **Exhibit B** and incorporated in full.

**2. COMPENSATION**

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services provided under RFP No. 23-028, the rates and charges identified in **Exhibit C**. The total annual amount to be expended under this Agreement shall not exceed \$350,000 during the term of this Agreement, including any extension periods.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals and Scope of Work, which may reasonably be expected by City.

### **3. TERM**

This Agreement shall commence on the date first written above and terminate on July 31, 2026, unless terminated earlier in accordance with Section 17, below. The term of this Agreement may be extended for one (1) two (2) year period upon a writing executed by the City Manager and City Attorney.

### **4. PREVAILING WAGES**

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

### **5. INDEPENDENT CONTRACTOR**

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

### **6. OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

## 7. INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be *at least as broad as*:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be between the required occurrence limit.
- **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Vendor has no owned autos, Code 8 (hired) and 9 (non- owned), with limits no less than **\$1,000,000** per **accident** for bodily injury and property damage. **(Not required if vendor provides written verification it has no vehicles).**
- **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### *Additional Insured Status*

**The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

#### *Primary Coverage*

For any claims related to this contract, the **Consultant’s insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its

officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

### ***Notice of Cancellation***

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

### ***Waiver of Subrogation***

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

***Acceptability of Insurers*** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

### ***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work.

### ***Verification of Coverage***

Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

### ***Subcontractors***

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

### ***Special or Low Risk Activities***

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. The City reserves the right to modify or waive insurance requirements for certain low risk recreational activities.

## **8. INDEMNIFICATION**

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

## **9. INTELLECTUAL PROPERTY INDEMNIFICATION**

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

## **10. RECORDS**

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the

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

## **11. CONFIDENTIALITY**

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

## **12. CONFLICT OF INTEREST CLAUSE**

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

## **13. NOTICE**

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

To City: Clerk of the City Council  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax: (714) 647-6956

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

To Consultant: WSP USA Environment & Infrastructure Inc.  
Attn: Nathan Schaedler  
3560 Hyland Ave  
Costa Mesa, CA 92626  
(949) 642-0245

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these timeframes, weekends, federal, state, County or City holidays shall be excluded.

#### **14. EXCLUSIVITY AND AMENDMENT**

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

#### **15. ASSIGNMENT**

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

## **16. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

## **17. TERMINATION**

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

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

## **18. NON-DISCRIMINATION**

Consultant shall not discriminate because of race, color, creed, relation, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities or in connection with any activities under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

## **19. JURISDICTION-VENUE**

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

## **20. PROFESSIONAL LICENSES**

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of



Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

## **21. MISCELLANEOUS PROVISIONS**

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

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

**ATTEST:**


**CITY OF SANTA ANA**


\_\_\_\_\_  
JENNIFER L. HALL  
City Clerk

\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

**APPROVED AS TO FORM**  
SONIA R. CARVALHO  
City Attorney

**CONSULTANT**

By:   
\_\_\_\_\_  
Jose Montoya  
Assistant City Attorney

  
\_\_\_\_\_  
Nathan Schaedler  
Principal-In-Charge

## **RECOMMENDED FOR APPROVAL**

\_\_\_\_\_  
NABIL SABA, PE  
Executive Director  
Public Works Agency

## **EXHIBIT A**

**Appendix  
ATTACHMENT 1  
SCOPE OF WORK**

**CITY OF SANTA ANA  
REQUEST FOR PROPOSALS**

**INDUSTRIAL/COMMERCIAL INSPECTION AND  
NPDES PROGRAM SUPPORT SERVICES**

**RFP NO. 23-028**

**INTRODUCTION/BACKGROUND**

The City of Santa Ana is 27.2 square miles and is located in central Orange County, California. Santa Ana is the most densely populated city in the county, with a total population of 338,247 and approximately 12,435 people per square mile. Santa Ana sits within three major watersheds: the Newport Bay watershed, the Santa Ana River watershed, and the Anaheim Bay/Huntington Harbour watershed.

The City is a co-permittee under the North Orange County Municipal Separate Storm Sewer System (MS4) NPDES Permit (Order No. R8-2009-0030, as amended by Order No. R8-2010-0062). The Permit presents a series of technical, legal, and regulatory challenges to the City and as a result, the City has developed a rigorous National Pollutant Discharge Elimination System (NPDES) Program. The Permit requires the City to reduce pollutants discharged in urban runoff to the “Maximum Extent Practicable”. In order to comply with the Permit, the City is required to conduct inspections at Industrial and Commercial facilities within its jurisdiction to verify BMP implementation, prohibit the discharge of pollutants to the City’s MS4, and issue enforcement as-needed.

The City is soliciting proposals from qualified consulting firms to conduct inspections at all Industrial and Commercial facilities within the City, as required by the North Orange County Municipal NPDES permit. Additionally, the selected Consultant shall manage the Industrial and Commercial Facility Inspection Database to track facility inspections and provide additional NPDES Program support on an as-needed basis.

The selected Consultant must have the experience, technical expertise, and demonstrated resources available to perform the work described in the Scope of Services below. The City desires to enter into an Agreement with the top-ranking Consultant for an initial three (3)-year term, with a City option to exercise one (1), two (2)-year extension period.

## **SCOPE OF SERVICES**

### **1) Industrial and Commercial Facility Inspections**

Consultant shall perform the following tasks:

- i) Deploy all necessary personnel, equipment, and materials to conduct Industrial and Commercial Facility Inspections to verify Best Management Practice (BMP) implementation and prohibit discharges of pollutants to the City's MS4
  - (a) Inspections shall comply with the requirements of the City's Municipal NPDES Permit
  - (b) Consultant shall ensure all staff receive proper training and have adequate Personal Protective Equipment (PPE) to successfully and safely conduct Industrial and Commercial Facility inspections
  - (c) Consultant shall send out courtesy notifications to Facility operators of upcoming inspections
  - (d) Consultant shall send out copies of completed inspection reports to Facility operators outlining any deficiencies or required corrections and include applicable BMP fact sheets with recommendations
  - (e) Consultant shall provide educational materials to Facility operators regarding the Statewide Industrial General Permit or other applicable NPDES regulations and City requirements
  - (f) Consultant shall issue enforcement actions for violations of Santa Ana Municipal Code. Enforcement actions may include, but are not limited to: verbal warnings and Administrative Citations with monetary fines
  - (g) Consultant shall be solely responsible for tracking and completing all required Industrial and Commercial Facility Inspections each fiscal year per the requirements of the City's Municipal NPDES Permit
- ii) Any other work required to safely and effectively conduct Industrial and Commercial Facility inspections

Based upon the City's Prioritized Industrial and Commercial Facility Inventory, the following facilities will need to be inspected during the next three fiscal years. These numbers are approximate and are subject to change.

## City of Santa Ana Industrial and Commercial Facility Inspection Schedule FY 2023-2026<sup>1</sup>

<b>Fiscal Year</b>	<b>High Priority Industrial</b>	<b>Medium Priority Industrial</b>	<b>Low Priority Industrial</b>	<b>High Priority Commercial</b>	<b>Medium Priority Commercial</b>	<b>Low Priority Commercial</b>	<b>Re-Inspections<sup>2</sup></b>	<b>Total</b>
2023-24	125	110	165	130	155	165	170	<b>1,020</b>
2024-25	125	110	165	130	155	165	170	<b>1,020</b>
2025-26	125	110	165	130	155	165	170	<b>1,020</b>
<b>Total</b>	<b>375</b>	<b>330</b>	<b>495</b>	<b>390</b>	<b>465</b>	<b>495</b>	<b>510</b>	<b>3,060</b>

<sup>1</sup>Inspection numbers estimated using FY 2021-22 inspection data. Future revisions to the Industrial and Commercial Facility Database (based upon business license data and field conditions) could change inspection quantities. Adoption of the fifth term Municipal NPDES permit could also change inspection quantities.

<sup>2</sup>Assumes 20% of inspections require follow-up for BMP deficiencies or non-compliance.

### 2) Database Management

Consultant shall perform the following tasks:

- i) Manage the City's Industrial and Commercial Facility Inspection Program database
  - (a) The database shall comply with the requirements of the City's Municipal NPDES Permit
  - (b) The database shall be routinely updated as-needed
    - (i) The City will provide business license data
  - (c) The Consultant shall be responsible for prioritizing Industrial and Commercial Facilities as high, medium, or low priority based on the requirements of the City's Municipal NPDES Permit
  - (d) Consultant shall be solely responsible for managing the Industrial and Commercial Facility Inspection Program Database
- ii) Prepare and submit Quarterly Reports to the City summarizing inspection results and enforcement actions issued to Industrial Facilities per the requirements of the City's Municipal NPDES Permit
- iii) Prepare and submit the Existing Development section of the NPDES Annual Program Effectiveness Assessment (PEA) to the City
- iv) Any other work required to effectively conduct Database Management

### 3) As-Needed NPDES Program Support

Consultant shall be capable of and may be requested to perform the following tasks:

- i) Additional NPDES Program Inspections
  - (a) Construction site inspections

- (b) Municipal Facility inspections
  - (c) Food Facility inspections
  - (d) Illegal Discharge/Illicit Connection inspections and spill response
  - (e) Source investigations
  - (f) Water Quality Management Plan (WQMP) inspections
  - (g) Inspections shall comply with the requirements of the City's Municipal NPDES Permit or Statewide Construction General Permit (if applicable)
  - (h) Consultant shall ensure all staff receive proper training and have adequate Personal Protective Equipment (PPE) to successfully and safely conduct inspections
  - (i) Consultant shall issue enforcement actions for violations of Santa Ana Municipal Code. Enforcement actions may include, but are not limited to: verbal warnings and Administrative Citations with monetary fines
- ii) Statewide Trash Provisions Support
- (a) Consultant shall have technical knowledge of the Statewide Trash Provisions and advise the City how to comply with the Statewide Trash Provisions
  - (b) Analyze the City's MS4, delineate drainage areas, and identify potential "Direct Connections"
  - (c) Conduct On-Land Visual Trash Assessments (OVTA) to quantify trash loads from various land uses throughout the City
  - (d) Calculate the trash load captured by existing Best Management Practices (BMPs) and the total trash load required to be captured by the City
  - (e) Identify opportunities for full trash capture device installation throughout the City
  - (f) Prepare and submit maps, memorandums, or reports detailing the City's trash capture efforts and status of compliance with the Statewide Trash Provisions
- iii) Water Quality Management Plans (WQMPs) Support
- (a) Prepare and review WQMPs for priority and non-priority development projects
  - (b) Hydraulic calculations, mapping, and hydraulic modeling
  - (c) Design Best Management Practices (BMPs) for stormwater capture, treatment, or reuse
  - (d) WQMPs and associated BMPs shall comply with the requirements of the City's Municipal NPDES Permit and applicable design guidance documents
  - (e) WQMPs and BMP designs shall be prepared and stamped by a licensed Professional Engineer (PE) in the State of California
- iv) Stormwater Sampling and Analysis
- (a) Deploy all necessary personnel, equipment, and materials to collect stormwater or urban runoff samples
  - (b) All sampling activities shall be in accordance with industry standards and applicable NPDES Permits

- (c) Consultant shall ensure all staff receive proper training and have adequate Personal Protective Equipment (PPE) to successfully and safely conduct stormwater sampling and analysis
  - (d) Submit samples to a certified laboratory for analysis
  - (e) Conduct pollutant load analysis
  - (f) Prepare and submit data reports to the City analyzing the water quality of the samples
- v) Future Municipal NPDES Permit(s) Support
  - (a) Analyze future Municipal NPDES Permit(s) and advise the City of pending changes and impacts to its NPDES Program
  - (b) Assist the City in transitioning or modifying the NPDES Program to comply with future Municipal NPDES Permit(s)
  - (c) Update plans associated with NPDES Permits, including but not limited to: Local Implementation Plan (LIP) and Drainage Area Management Plan (DAMP)
- vi) Total Maximum Daily Loads (TMDL) Support
  - (a) Consultant shall have technical knowledge of TMDL requirements in watersheds the City is located within
  - (b) Advise the City how to comply with TMDL requirements
  - (c) Prepare and review special studies or reports associated with TMDL compliance
- vii) Watershed Management Plans (WMP) Support
  - (a) Consultant shall have technical knowledge of WMP development and implementation
  - (b) Conduct Reasonable Assurance Analysis (RAA)
  - (c) Advise the City how to comply with WMP requirements
- viii) Statewide Construction General Permit (CGP) Support
  - (a) Prepare and submit Stormwater Pollution Prevention Plans (SWPPP), Inspection Reports, Rain Event Action Plans (REAP), Annual Reports, Notices of Intent (NOI), Notices of Termination (NOT), Ad-Hoc Reports, Numeric Action Level (NAL) Exceedance Reports, or other related documents to the City for Capital Improvement Projects
  - (b) All documentation shall comply with the requirements of the Statewide Construction General Permit (CGP) and shall be prepared by a licensed Qualified Stormwater Pollution Prevention Plan Developers (QSD) or Qualified Stormwater Pollution Prevention Plan Practitioners (QSP)
- ix) Any other work related to compliance with NPDES Permits or development of the City's NPDES Program

## **B. OTHER REQUIREMENTS**

Consultant shall adhere to all requirements of applicable NPDES Permits and environmental regulations while performing services under this Agreement. Contractors shall immediately notify the City should they become aware of any activities or events that may be deemed non-compliant.

## **C. CITY RESPONSIBILITIES**

The City will provide information in its possession relevant to the completion of the tasks outlined in this RFP. In general, this includes, but is not limited to:

- Furnish scope of work and provide general direction as-needed to complete tasks
- Furnish documents, business license data, storm drain maps, land use data, or other information relevant to the Scope of Services
- Provide access to stormdrain facilities
- Facilitate meeting space and coordination at City facilities

### OTHER TERMS AND CONDITIONS:

1. All work shall be implemented in compliance with City of Santa Ana policies, as well as Prevailing Wage law and applicable State and Federal Requirements.
2. The City reserves the right to amend this Request for Proposal by addendum prior to the final dates of submission.
3. All reports, proposals, or other data or materials which are submitted shall become the sole property of the City of Santa Ana with the exception of the confidential Financial Capacity information and fee proposals.
4. All products used or developed in the execution of any contract resulting from this request will remain in the public domain at the completion of this project.
5. The City has an affirmative action program. The purpose of the affirmative action program is to encourage certified minority business enterprises and women business enterprises. All submitting Contractors must have established affirmative action programs approvable by the City. During the RFP stage, all Contractors will need to complete a “Certification of Non-Discrimination by Contractors” for each firm on their team.



## **EXHIBIT B**

## City of Santa Ana

Industrial/Commercial Inspection and NPDES Program Support Services

RFP No. 20-028

A circular inset image showing a close-up of water treatment equipment. It features several parallel metal bars or screens that are partially submerged in water. The water is turbulent, creating white foam and splashes as it flows over the bars. The metal bars appear to be made of a dark, possibly stainless steel, material.

**Proposal**  
RFP No.: 23PROPGOVT.0103  
Date: April 2023

# Scope of Services and Schedule

## 6.0 Work Approach

Our proposed work plan is described in the section below. Our approach is based on years of experience completing this same type of work and developing efficiencies/knowledge needed to meet the MS4 Permit requirement and subsequent deadlines while providing business-friendly support to the City.

### 6.1 Task No. 1: Industrial and Commercial Facility Inspections

Our project team will conduct field inspections of commercial and industrial facilities to assess compliance with local water quality regulations and appropriate BMPs. As identified in the RFP, we have assumed approximately 1,020 inspections per year will be required including follow-up inspections and issuance of enforcement notices. Our staff is thoroughly familiar with the City use of the inspection form as well as the web-based application and database, has gone through our extensive training program before performing solo inspections, and is knowledgeable of the City's procedures for enforcement. Our extensive training program is based on the County's core competencies program for municipal, industrial, and commercial inspectors. Our training program also includes 40-hour HAZWOPER training for safety and 40 hours of field training with a senior NPDES inspector. Every inspector on the project will have documentation that they have met WSP's extensive training program requirements based on these core competencies before billing the project for inspection-based services under this subtask.



Industrial/Commercial Inspections – WSP's team documenting cleaning efforts at an industrial facility in Santa Ana.

WSP also has an extensive QA/QC program, which includes having a senior inspector review each inspection record. The review process is documented in the City's web-based application. We understand the reports generated under this program are public documents and are be delivered to the facility or requested through a public records request. The reports generated through the City database will be complete and reflect conditions observed during the inspection.

For the inspection program, our project team proposes on following protocols for announcing our inspections to the industrial and commercial facilities. We propose performing walk-in inspections at facilities covered under the IGP since many of these facilities will recognize our inspectors and are knowledgeable of the City inspection program. Our inspection staff will schedule the inspection with the facility representative in the event they are not available during the walk-in inspection and the inspector will move on to the next facility. For other industrial and commercial facilities, our costs include providing bilingual inspection announcement letters (English/Spanish) to notify businesses of the upcoming inspection. Once alerted, we will complete the inspections within a month. This approach is business-friendly, providing the business an opportunity to schedule the inspection. Our inspection team also uses the letter for our introductory discussion to obtain access to the facility. WSP staff will also have business cards available and our inspectors are dressed in business casual attire to serve as representatives of the City.

To facilitate efficiency and reduce travel time between inspections, inspectors will group daily inspections by geographic location. Typically, the groupings will be based on zip code. For major streets, we separate our inspections by odd and even street numbers. In addition to travel efficiencies, our inspectors are proficient at explaining the inspection program to obtain access. The initial discussion can result in a good or bad impression with these facilities, sometimes resulting in additional time explaining the program. Our



training program works with the inspectors on how to make a good impression and to clearly explain the inspection program. This training program reduces the chances a facility denies access or contacts the City to ask questions about the inspector.

Our inspectors are also equipped with a field inspector “tool box” that includes appropriate BMP fact sheets to provide to businesses and an iPad to complete the mobile component of data collection. Information includes BMP handouts and pamphlets, BMP guidance materials, and fact sheets such as the IGP coverage and No Exposure Certification Fact Sheet. The iPads are used to record the information during the inspection. Inspectors complete most of the form during or immediately after the site walk. Before going to the next facility, the form is submitted using the web-based application and the record is updated in our database for real-time access by the City. Each inspector has a chance to QA/QC their work prior to submittal and final review by our senior inspector. After the record is reviewed and finalized, the form is printed by our administrative staff and mailed.

During the inspection program, there will be cases of unauthorized discharges observed during the inspection and evidence of poor BMP implementation. Our inspectors will act on the City’s behalf to help manage the response to these cases. Our inspectors have pH paper and an administrative citation pad to issue enforcement actions. As specified in the RFP, we have assumed there will be approximately 170 cases per year to track and provide follow-up inspections. We have assumed that we will provide a notification via email within 24 hours for discharge cases that do not pose a threat to human health or environment. The City will be immediately notified for cases that may pose a threat. Our project team will track the follow-up status and enforcement on these cases until they are properly documented and the case is closed. WSP will provide the issued administration citations to the City or notification that an administrative citation was issued within 24 hours of issuance. Our project team has successfully worked with the City under the last contract to develop an enforcement process that is effective and streamlined.

## 6.2 Task No. 2: Database Management

Our project team will manage the City’s industrial and commercial web-based application and database in accordance with the specific requirements outlined in Orange County’s MS4 permit and will meet the additional record protection practices outlined in the 5th term draft permit. Our team provides a seamless transition for this contract, based on our extensive experience. During the last contract period, WSP designed the web-based application and database, migrated the data from the City’s Microsoft Access Database into a web-based application, and managed the database. WSP hosted the database and supplied tablets that are used for the mobile component of the data-collection for no additional charge. WSP will continue to supply the tablets for our field inspection staff and host the database for no additional charge during the next contract period.

The City’s web-based application and database was designed by WSP and streamlines the inspection process. The application uses drop down menus to minimize writing in the field for efficiency and provides consistency between inspectors. The web-based application also creates photo logs, eliminating effort downloading and managing photos and has automated reports (including courtesy letters and quarterly reports) as required in Permit Section VI - Legal Authority/Enforcement. Simple queries built into the application are also used to obtain the numbers for the PEA. The web-application is available to the City at any time using a desktop computer or laptop using the City’s username and password.



WSP will perform the annual updates to the inventory and reprioritize the industrial and commercial businesses annually. New industrial businesses will be added when they are discovered and commercial businesses will be added at least quarterly in accordance with the MS4 permit. Through our prior work with the City's business license department and other City business license departments, our project team has developed efficient procedures to complete the City's inventory updates as specified in the County's MS4 Permit Sections IX and X. WSP is familiar with the City's Business Classification Code (BCC) and has processes developed to select which businesses should be included in the inventory. In the event the City switches from the City's BCC, our project team can quickly adapt our procedures to reprioritize the inventory based on Standard Industrial Classification or North American Industrial Classification System codes. We have procedures for those codes as well.

Our extensive experience providing inventory update services to various cities makes us knowledgeable of the common pitfalls that may occur, such as inadvertently adding hundreds of new businesses in the inventory that do not require inspection. Our prioritization procedures include the removal of businesses with duplicate business licenses, businesses with multiple business licenses, home-based businesses, businesses with the incorrect BCC codes, and businesses that should not be included based on our past inspections. Our team also has extensive experience with using other online sources required for the inventory prioritization process, including the State Water Resources Control Board's (SWRCB) Storm Water Multiple Application and Report Tracking System and Toxic Release Inventory. The data tables downloaded from these online sources are compared using unique identification numbers and critical data are imported, as necessary.

This task also includes periodic meetings and phone calls to provide the City with updates on inspections, discuss enforcement issues, and to provide program recommendations. Our project team will also provide one annual kickoff meeting to be held at the City office for training documentation purposes. Project management hours for the review and submittal of monthly summary status reports with monthly invoices are also included in this task.

### 6.3 Task No. 3: As-Needed NPDES Program Support

We understand that the City may require additional technical and regulatory assistance related to other aspects of the NPDES program. This may include special inspections and studies, updating the City's Local Implementation Plan (LIP), Statewide Trash Provisions compliance, TMDL compliance, storm water and non-storm water sample collection and analysis, and other tasks related to improving and enhancing the City's NPDES program. We have provided similar services to numerous municipal and industrial clients in southern California, including the City. WSP has assisted several municipalities with technical and regulatory assistance. We are confident in our ability to provide expertise in each of the areas described further below and address any other compliance area of concern for the City.

#### 6.3.1 Additional NPDES Program Inspections

WSP staff has extensive experience with providing as-needed NPDES program inspections and can assist in any capacity needed by the City, from providing guidance to full program implementation.

##### *Construction Site Inspection*

WSP team has more than 20 local professionals supporting construction storm water permitting and inspection services and has been providing these services to both public and private sector clients throughout southern California for more than two decades. Over the past decade, our capability to provide these services has been built on securing contracts with many notable clients. Our staff routinely reviews construction compliance documents, such as SWPPPs, Erosion and Sediment Control Plan (ESCPs), and Water Pollution Control Plans (WPCPs). We have QSD/QSPs available to lead inspections and have a reputation for swift responses to meet client needs for construction inspection support.

Our approach to providing storm water related construction services is to be proactive and establish expectations with developers and contractors early in the construction process. We intend to work closely with City staff to prioritize inspection needs (i.e., size, proximity to 303(d) listed water body segment, rainy or dry season, etc.) based on the history of specific types of projects or contractors. We have found that clear and upfront communication with private developers helps verify that NPDES issues, if they occur, will be properly addressed in a timely manner.

Areas of expected support to construction services include:

- ▶ Conducting routine and proactive storm water quality inspections for construction sites that require Construction General Permit (CGP) coverage
- ▶ Conducting as-needed inspection assistance based on project prioritization and City staff availability
- ▶ Collaborating with public works staff to bring NPDES issues into timely compliance



WSP's team routinely conducts compliance inspections for Capital Improvement Projects (CIP).

### ***Municipal Facility Inspections***

WSP's team has a thorough understanding of Orange County's Fixed Facility Model Procedures. We have inspected and/or reviewed each fixed facility within the City and can continue to support the City with completing inspections, tracking inspection requirements, and/or training City staff to complete this effort.

### ***Food Facility Inspections***

Our project team has a thorough understanding of the Food Service Establishment (FSE) inspection program in Orange County. WSP routinely performed Health Care Agency follow-up FSE inspections. Our staff will provide the FSE with educational materials and will document observations during the follow-up inspection. Should a prohibited discharge occur, our staff will issue enforcement per the City's water quality ordinance.

### Best Kitchen Practices

**Food Waste Disposal**

- Scrape food waste off of plates, utensils, pots, food preparation and cooking areas and dispose of it in the trash.
- Never put food waste down the drain. Food scraps often contain grease, which can clog sewer pipes and result in sewage backups and overflows.

**Grease & Oil Disposal**

- Never put oil or grease down the drain. Contain grease and oil by using covered grease storage containers or installing a grease interceptor.
- Never overfill your grease storage container or transporter without a cover.
- Grease control devices must be emptied and cleaned by permitted companies.
- Keep maintenance records on site.

**Minor Spill Cleanup**

- Always use dry cleanup methods, such as a rag, damp mop or broom.
- Never hose a spill into the street, gutter or storm drain.

**Major Spill Cleanup**

- Have spill containment and clean-up kits readily available, and train all employees on how to use them.
- Immediately contain and clean the spill using dry methods.
- If the spill leaves your site, call (714) 367-6983.

**Dumpster Cleanup**

- Pick up all debris around the dumpster.
- Always keep the lid on the dumpster closed.
- Never pour liquids into the dumpster or hose it out.

**Floor Mat Cleaning**

- Sweep the floor mats regularly, discarding the debris into the trash.
- Hose off the mats in a mop sink, as a floor drain, or in an outdoor area that can contain the water.
- Never hose the mats in an area where the wastewater can flow to the street, gutter or storm drain.

**Wastewater Disposal**

- Dispose of wastewater in a mop sink or an area with a floor drain.
- Never dispose of wastewater in the street, gutter or storm drain.

WSP's team routinely provides educational materials to FSEs.

### ***Illegal Discharge/Illicit Connection Inspections, Spill Response, and Source Investigations***

The City implements a program to actively detect and eliminate ID/ICs to the storm drain system. In addition to the proactive detection identified through County-led outfall monitoring or City-led facility inspections or special studies, a large portion of city investigations are in response to water pollution complaints or reported incidents. To achieve a consistent response in compliance with MS4 permit requirements, an Orange County Investigation Guidance Manual was developed by Orange County Copermittees outlining the fundamental techniques that should be followed during investigations. Each investigation must be thoroughly documented and discharges that present a significant threat to the environment must be immediately reported and remediated as quickly as possible.



WSP has provided these types of investigation services to several Orange County cities (i.e., Anaheim, Santa Ana, Laguna Niguel, San Juan Capistrano, etc.) and understands the process for investigation, the resources available to assist the City with addressing and eliminating the discharge (i.e., County pollution response implementation agreement, Countywide Area Spill Control program, Orange County Health Care Agency, Orange County District Attorney's office, Environmental Protection Agency), and the procedures for required reporting to local and State agencies.

Our team has extensive experience with water pollution investigations. Our project team has performed thousands of water quality investigations for the cities of Anaheim, Costa Mesa, and Santa Ana. We have worked closely with various city departments during many of these investigations.

Kacen Clapper also led the County's Water Pollution Response Unit, which directed County efforts to address illegal and illicit discharges in County unincorporated areas and Orange County Flood Control District facilities. He also provided support to Orange County cities, including on-call water pollution response assistance.

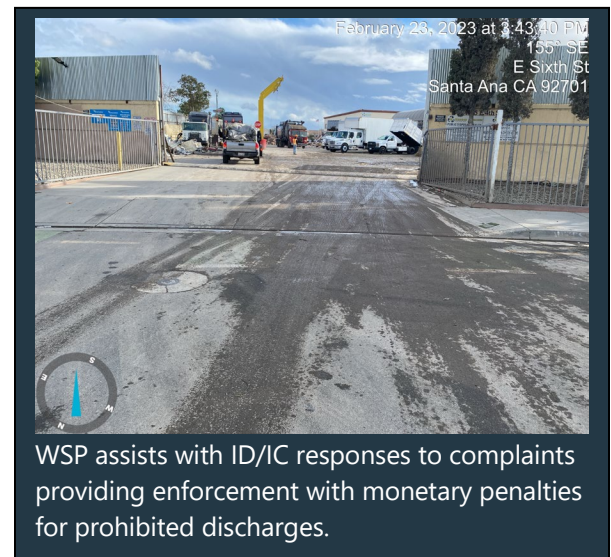
Not all water pollution incidents require the same level of response and initial investigations may be more quickly and cost-effectively achieved. Our proposed approach is to coordinate closely with City staff to assess each incident situation and determine the best plan for a response. If WSP assistance is requested, we will respond as quickly as possible. In many cases, our team is already in the City conducting other inspections or at the nearby office in Costa Mesa and can provide a timely response for the protection of downstream receiving waters.

Areas of expected support in investigation services include:

- ▶ Response to emergency spill notifications, including agency notification and coordination, field investigation, and coordination of cleanup efforts
- ▶ Proper documentation of all incident investigations to achieve MS4 permit compliance and legally defensible investigation data
- ▶ Coordination with appropriate parties to quickly mitigate incidents
- ▶ Issue enforcement to bring NPDES issues into compliance and maintain tracking of all complaints, investigations, and correspondence

### *Water Quality Management Plan Inspections*

Our team has reviewed hundreds of WQMPs for Orange County projects and is currently providing WQMP verification and BMP maintenance inspections for several Orange County cities, including Anaheim, Santa Ana, Laguna Niguel, and San Juan Capistrano. During our typical verification inspection, WSP verifies that the structural treatment control BMPs are installed in accordance with the WQMP and grading plans, flow patterns are reviewed to confirm that storm water is directed to the structural treatment controls as intended, and elevations are reviewed to assess storm water detention. WSP also understands that some projects within the City may be constructed in phases and the relationship between the construction phase and the need to protect structural treatment control BMPs during construction.



Areas of expected support to Planning and Land Development include:

- ▶ Providing private project plan check services to review priority WQMPs and Non-Priority WQMPs for compliance with storm water regulations
- ▶ Advising developers, contractors, and engineers on potential solutions to water quality issues related to grading plans and encroachment permits
- ▶ Conducting post-construction BMP verification and maintenance inspections to achieve the City's compliance with MS4 permit requirements

### *Municipal NPDES Permit or Statewide Construction General Permit Inspections, Training, and Enforcement*

WSP has extensive experience with NPDES permits, including the MS4 permit and CGP. Our staff has assisted multiple cities with their municipal construction inspection programs covering the multiple types of inspection programs required. Our staff can assist with guidance to inspection staff, assist with municipal inspections should City staff become unavailable, or assist in a support training role for City staff. Our team also can assist with implementation of the CGP requirements as the QSD or QSP for the City's CIP projects should a contractor not fulfill their requirements or the City needs support throughout a construction project. Our team has supported the City with similar support during past contracts. Our team also routinely provides training on the requirements similar to the County's pre-wet season construction training and can provide QSD/QSP training with staff with the CGP ToR certification.

### 6.3.2 Statewide Trash Provisions Support

#### *Technical Knowledge*

We have been leading the compliance effort for the Statewide Trash Provisions (also referred to as the "Trash Amendments") within Orange County. From the onset, WSP worked on behalf of several Orange County cities to create an ad hoc trash committee, provided numerous presentations on track selection within southern California including presentations to the Orange County cities and at a Riverside County workshop, and led efforts to develop a land substitution guidance document. We continue to be a leader in identifying cost-effective pathways to comply with the Trash Provisions requirements.

Our extensive experience working with Orange County cities means we are familiar with the landscape and understand the challenges presented by the Trash Provisions requirements. Our staff developed several technical reports showing various compliance scenarios for multiple cities. We were also the lead author through a contract with the County of Orange to develop a Trash Provisions Land Substitution Guidance Document. Based on our extensive experience, our team is currently leading the effort in providing comments related to trash provision compliance under the Santa Ana RWQCB's Regional Phase I MS4 Permit. We understand the balance between having a flexible approach to having a clear compliance pathway outlined in the MS4 permit. Our staff presented on this land substitution compliance approach at several Orange County Storm water program

WSP's GIS team is also uniquely qualified for this work. Our GIS manager for trash provision compliance is Mr. Kacen Clapper. Kacen also has extensive expertise with the Trash Provisions and storm water regulatory compliance. He has trained several of our GIS support staff on Trash Provisions support tasks,





including automated delineations, refinement of drainages to include structures not reflected in digital elevation models (DEM), direct connection assessments, and modeling of land use trash generation rates (TGR). Direct connections are land areas that drain directly into the MS4 of the City or other jurisdiction, bypassing City municipal catch basins and any trash capture if Full Capture Systems (FCS) were installed at an inlet level. Because our GIS team's exceptional capabilities and understanding of the Trash Provisions policy and MS4 permit, and our previous history with the City, we will not have a "learning curve" related to tasks requested in this RFP. Trash Provisions support and GIS compliance work are a core business for our storm water group located in Orange County. Our team is uniquely qualified with an extensive work history for similar projects resulting in efficiencies and cost savings gained through years of experience.



WSP's team routinely presents at workshops and conferences as technical experts.

Our team also has extensive knowledge of the City's compliance strategy. We prepared the City's Trash Provisions Implementation Plan for the City that defined specific actions completed by City. The plan included current progress on program development, including mapped Priority Land Use (PLU) areas and modeled TGR adjustments, catch basin inlet delineated drainages, land use layer updates, preliminary land use substitution findings, and recommendations. The implementation plan is currently being updated for the remainder of the City and will include the projected trash load remaining. Based on current results, land substitution analysis suggests that FCS installed will achieve Track 1 compliance through submittal and acceptance of a land substitution request to the Santa Ana RWQCB and ongoing maintenance of the existing CPS devices.

### *Delineation of Drainage Areas and Direct Connections*

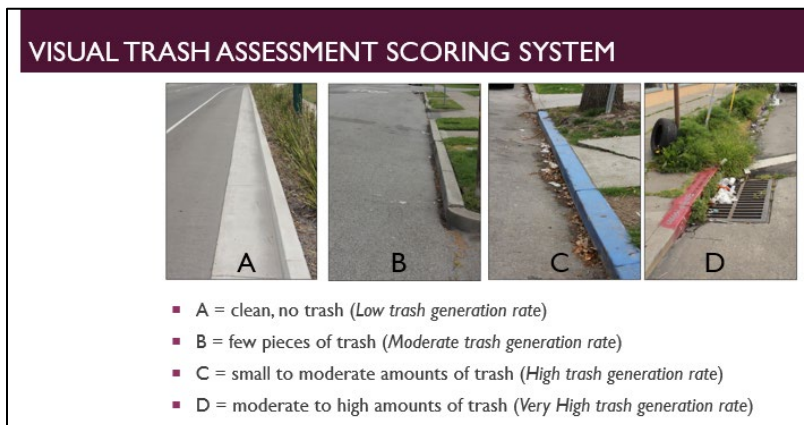
The goal of this task is to: 1) identify City catch basins that receive runoff from PLUs and select equivalent Alternative Land Uses (ALUs); 2) provide more accurate ways to document runoff from City PLUs and areas that will be served by FCS to meet future annual report requirements; 3) confirm locations not captured by FCS requiring land substitution; and 4) obtain potential future OCTA grant funds (as part of the selection process). WSP has completed these delineations for several local clients, including the cities of Santa Ana, Irvine, Anaheim, Garden Grove, San Juan Capistrano, Laguna Beach, Laguna Niguel, Dana Point, and San Diego.

Our approach includes automating the delineation process and performing a subsequent refinement. The initial task includes a desktop GIS analysis to develop a digital elevation model (DEM) based automated drainage delineation. This automated drainage layer saves time and provides a starting point for the subsequent refinement process. WSP recommends the subsequent refinement of drainages to account for structures that may affect drainage flow that are not reflected in the bare-earth DEM. In addition, the refinement process includes the search for public and private catch basins that may be missing in City GIS layers or need to be adjusted to match the location on aerial imagery. For the refinement process, WSP primarily uses storm drain infrastructure data, aerial imagery, and Google Earth street view images. Some drainage areas may require additional document reviews, such as the review of street improvement plans, private and public grading plans, and/or master drainage plans to complete the refinement process.

Typically, street improvement plans and grading plans are only needed when a property appears to have a private inlet and we need to assess if the storm drain connects directly to the City's storm drain system or to the back of a catch basin. Since WSP has completed the refinement for each catch basin in the City, additional refinement will be needed for redevelopment projects or when additional catch basin or private drop inlets are observed in the field. Under this scope of work, our staff can continue to refine drainage areas based on additional information received or observations.

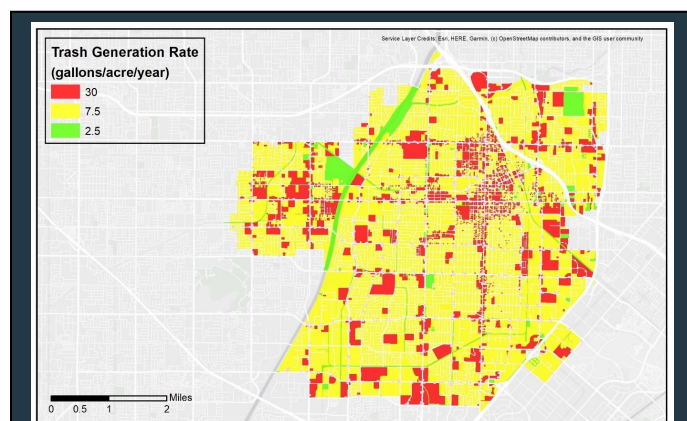
### **On-Land Visual Trash Assessments (OVTAs)**

WSP understands the City's goal of meeting the Track 1 compliance. Because of issues such as direct connections and some catch basins identified as infeasible to install FCS, the City has installed CPS in catch basins that were feasible, including both PLU and ALU areas, to meet this Track 1 compliance strategy. The Bay Area Storm Water Management Agencies Association (BASMAA) developed a trash model that correlates different land uses with TGRs for both PLUs and non-PLU areas and further connects these TGRs with an OVTA score that can be verified through field monitoring. This model will ultimately be used for land substitution under the Track 1 compliance strategy.



WSP completed two rounds of OVTA surveys to verify baseline TGRs. Initial OVTA survey results suggest that City land use TGRs are considerably different than BASMAA modeled TGRs. WSP recommends additional rounds of OVTAs under the next contract to further strengthen findings and adjustment of modeled TGRs based on the initial OVTAs. WSP also anticipates the TGR model will need to be verified

periodically, requiring additional OVTAs completed. While our initial round of OVTAs were completed using standard two-person field team survey methods, WSP has developed new methods to complete cost-effective trash surveys. WSP's team uses a camera and develops a machine learning algorithm to successfully identify trash and develop corresponding visual trash assessments scores for several survey segments. We anticipate using the machine learning technology for future OVTAs proposed under this contract.



WSP has assisted the City with preparation of TGR maps to support the land substitution compliance strategy and trash load calculations.

### **Trash Generation Rate Calculations**

As described above, WSP prepared the initial TGR maps for the City and adjusted the TGRs based on the OVTA findings. WSP assumes TGR maps will be updated based on additional OVTA findings to

further strengthen findings and periodic verification will be needed based on the new MS4 permit requirements. After the adjustments are made, WSP will be prepare the TGR calculations. Our extensive

history supporting this task for multiple clients including the City demonstrates there will be no “learning curve” related to this task.

### *Full Capture System Recommendations and Regional Projects*

Our staff have assisted with trash capture feasibility studies and review of structural BMPs, including the review of regional BMPs, to assess if they are or could be retrofitted as certified FCS. As an example, we completed a feasibility study on the Chantilly Storm Drain System for the City of Anaheim and continue to assist the City of Irvine with the review of 42 natural treatment system basins. Our team has worked with stakeholders including the cities, OCWD, Irvine Ranch Water District, and Caltrans on FCS projects. As the City moves forward with regional BMPs, our staff can assist FCS certification for additional credit or in the event additional trash needs to be captured. WSP’s team has extensive knowledge of structural BMPs based on our engineering team’s review and team of inspection staff who verify structural treatment controls. Through our experience, we can often provide simple, cost-effective solutions to retrofit BMPs to meet compliance requirements.

### *Trash Provisions Deliverables*

WSP has been assisting southern California municipalities with storm water-related MS4 permit reporting and record keeping since 2003. In this capacity, our Orange County municipal clients have included the cities of Santa Ana, Costa Mesa, Anaheim, Laguna Niguel, and San Juan Capistrano, as well as John Wayne Airport. We understand that a large component of municipal NPDES program implementation revolves around accurate and thorough record keeping, which is the foundation of good reporting.

The Santa Ana MS4 permits require annual reporting on all LIP components, including legal authority, illicit discharge detection and elimination, land development planning, construction management, existing development, and public education. The San Diego MS4 permit requires additional reporting on jurisdictional strategies to address WQIP identified High Priority Water Quality Conditions. Our approach for this task will focus on consideration of reporting and record keeping as part of all NPDES program tasks. We will work closely with City staff to review existing program methods and propose new methods for tracking and reporting, if needed, to better streamline the reporting process.

Over the past three years, Orange County Public Works has been encouraging cities to on-board to *OC Storm Water Tools*, a new web-based countywide storm water BMP inventory, planning, and water quality model tool. The web-based platform provides a uniform storm water asset management database linked to spatial drainage data and a pollution load reduction model to quantify water quality benefits. The tool is envisioned to encapsulate and eventually fulfil MS4 permit reporting requirements replacing the current cumbersome reporting methods. It is our understanding that the City currently has a backlog of entries to *OC Storm Water Tools*, which involve making field visits to City-owned and privately-owned storm water treatment devices to verify status and O&M issues, researching existing WQMPs and grading plans, and entering the data into the system. WSP is currently assisting several clients with this process (San Juan Capistrano, Laguna Niguel, and Anaheim) and is familiar with the challenges that on-boarding may present and the software quirks of the still evolving *OC Storm Water Tools*.

Areas of expected support in Reporting and Record Keeping include:

- ▶ Manage and update inventories to track inspections of municipal facilities, commercial facilities, industrial facilities, WQMP projects, post-construction BMP maintenance and verification, and construction site inspections
- ▶ Prepare and submit the City’s Santa Ana MS4 permit quarterly reports for NPDES permit facilities
- ▶ Acquire, compile, and submit annual report data to Orange County Public Works for use in development of Copermittee unified report
- ▶ Prepare NPDES MS4 Annual Reports for the Santa Ana and San Diego RWQCBs

- San Diego MS4 Permit Attachment D Form, Fiscal Analysis, cover letter and annual report summary
  - San Diego MS4 Permit WQIP jurisdictional strategy reporting tables
  - Santa Ana MS4 Permit PEA annual report
- Input BMP and WQMP data into the *OC Storm Water Tools* asset management and modeling tool for future potential use as a compliance reporting platform

### 6.3.3 Water Quality Management Plans (WQMP) Support

#### *Prepare and Review WQMPs*

WSP has teamed with Fuscoe for the preparation and review of WQMPs for the City. Fuscoe has extensive experience with all aspects of the New Development/Redevelopment Program. Fuscoe's engineering team has provided WQMP reviews for the City of Anaheim and has prepared WQMPs for developers. Fuscoe's in-depth understanding of the County's New Development/Re-Development Standards and Technical Guidance Document (TGD) will compliment WSP's services and provide additional engineering support available to the City.

#### *Hydraulic Calculations, Mapping, Hydraulic Modeling, BMP Design*

Our team routinely provides engineering services for grading and drainage projects associated with site development and redevelopment, and storm water BMPs (first flush treatment, green infrastructure, etc.), making us well suited for this task. WSP's engineers have experience with a wide range of civil engineering projects and can collaborate and confer with developers on designs for detention and retention ponds, drainage swales, culverts, underground storm drain systems, hydraulic modifications, and overall site grading considerations for new and redevelopment projects. We are experienced water quality engineers and are familiar with the necessary coordination between grading and drainage design and storm water quality analysis to find the best solution for a project. During the last contract, our engineering services included assisting with hydraulic calculations for a grant support project and lift station design. WSP has also teamed with Fuscoe to support this task for new WQMPs required by the City.

#### *WQMP Compliance with Municipal Permit and Technical Guidance Documents*

WSP and Fuscoe both have an in-depth understanding of the County's New Development/Re-Development Standards and TGD.

#### *Professional Engineer (PE) Stamp*

WSP and Fuscoe have engineering support services. Documents prepared by the respective firm will be PE stamped as required by the deliverable or at the request of the City.

### 6.3.4 Storm Water Sampling and Analysis

#### *Personnel, Equipment, and Materials for Sample Collection*

Storm water sampling requires extensive planning to collect accurate and defensible data and to avoid missed storm events. WSP has substantial resources available, including staff available 24/7, and a weather tracking system that minimizes unnecessary storm event mobilizations and provides a high monitoring success rate. This weather tracking system consists of a dedicated weather tracker used for multiple projects. Storms are tracked daily, and hourly as the storm approaches. Prior to any storm, equipment is checked, field meters are calibrated, labels are prepared, bottles are separated by site for ease of collection, and laboratories are notified. During storm events, our field teams use web-enabled smart phones to display real-time radar and rainfall data and work with the storm water project manager to track the weather during the event.



### *Industry Standards, Training, and PPE*

WSP has a stringent QA program. To verify that the QA program is conducted uniformly, WSP sampling projects, such as the monitoring project conducted for the City at Morrison Park, have Sampling and Analysis Plans (SAP) and Quality Assurance Project Plans (QAPP). Our staff is trained on sample collection and handling requirements, clean sampling techniques, and sample documentation procedures. Our staff wear clean, powder-free nitrile gloves for sample collection and follow the instructions in the SAP/QAPP to collect defensible data and achieve the goals of the sampling project.

### *Certified Laboratory*

Eurofins Environment Testing America (Eurofins) of Tustin will be used as WSP's contracted analytical laboratory. Eurofins is a global leader in environmental testing and is located close to the City.

### *Pollutant Load Analysis/Deliverables for Water Quality Samples*

City monitoring projects may be completed for various reasons. WSP has completed monitoring projects at industrial/commercial for enforcement purposes. In these cases, staff quickly respond to incidents and samples are collected based on anticipated pollutants. Deliverables may include a summary of the sampling program, chain-of-custody, and laboratory report. These files may be used for future enforcement cases. In most cases, City monitoring projects are completed for BMP improvement projects to document pollutant load reductions. These projects have an SAP that identifies the goals of the monitoring program and defines how the monitoring data will be used. WSP can assist with all aspects of these projects, including calculating the pollutant load reductions, preparing the reports, and documenting BMP performance or any grant requirements.

## 6.3.5 Future Municipal NPDES Permit(s) Support

### *Future NPDES Permit Review*

Our staff routinely provides comments on future regulations on behalf of our clients, such as the MS4 permit, CGP, and IGP. Our staff recently provided comments on the Staff Working Proposal to the County. Comments were compiled and submitted to the Tri County Group for the Regional Phase I MS4 Permit. Our staff can assist the City with providing similar review or advise the City on potential permit interpretations and impacts to the City based on our permit reviews.

### *Program Transition and Modifications*

We have assisted cities with program development at the infancy of many of the MS4 permit programs. Our staff is currently working on program development for the trash provisions program as an example. Because of our extensive 19-year history helping the City, we are uniquely qualified to assist the City with any program transitions and can quickly prepare training programs or implement program modifications to meet the new MS4 permit requirements.

### *Plan Modification including LIP and DAMP*

WSP has extensive experience updating City LIPs for several Orange County cities. Our in-depth knowledge of the County's MS4 permit, along with our understanding of the City's departmental structure and responsibilities provide the experience and insight necessary to perform an effective and efficient update of the City's LIP. WSP also started the update process for several sections of the LIP, but reallocated efforts to assist the City with other compliance tasks, including the trash provisions, TMDL support, and project management. WSP can complete the LIP update task upon City approval.

## 6.3.6 TMDL Support

WSP is routinely involved with several stakeholder-led groups to further the science of TMDL development in southern California receiving waters. We have worked on TMDLs for a variety of pollutants, including metals, bacteria, nutrients, salts, sediment, dissolved oxygen, pesticides, and pathogens. Our experience

encompasses numerous aspects of TMDL implementation, including watershed planning, special studies, and coordination with stakeholders involved in third-party TMDL development. We have experience with a variety of TMDL approaches, including development of water effect ratios and load modeling for metals TMDL; source assessment studies; and land use runoff monitoring projects to support long-term modeling of pollutant loading. Under the last contract period, WSP developed recommendations on strategies for the City to implement for the Newport Bay TMDL program. With the work performed and expertise on the TMDL compliance issues, WSP provides extensive resources available to the City to meet the City's long-term goals of having more control over the programmatic direction of the TMDL programs.

### 6.3.7 Watershed Management Plans (WMP) Support

#### *Technical Knowledge*

The WSP team has extensive experience preparing and implementing Water Quality Improvement Plans (WQIP) or WMPs. WSP is currently assisting north Orange County cities with BMP data entry within the web-based BMP asset and modeling tool, *OC Storm Water Tools*. In fact, *OC Storm Water Tools* will be a key component of the WMP compliance strategy for Newport Bay. We have been involved since initial development of the South Orange County WQIP in 2015 and currently assist several south Orange County cities with providing comments on WQIP documents, completing WQIP jurisdictional strategy table updates, and updating *OC Storm Water Tools*. We have also helped the South Orange County Copermittees with TMDL Comprehensive Load Reduction Plans and provided comments on the draft Time Schedule Order. The WSP team also has prepared and implemented several WQIPs within the San Diego's watersheds.

#### *Reasonable Assurance Analysis*

Reasonable assurance analysis (RAA) provides the demonstration that the implementation of control measures will, in combination with operation of existing or proposed of control measures, in combination with operation or proposed storm drain system infrastructure and management programs, result in sufficient pollutant reductions over time to meet TMDL wasteload allocations, water quality based effluent limits, or other water quality targets specified in the MS4 permit. RAAs may also assist stakeholders or City with budgetary impacts to meet pollutant reductions. As stated above, *OC Storm Water Tools* is anticipated to be a key component of the WMP compliance strategy as a BMP inventory, planning, and water quality modeling tool. The web-based platform provides a uniform storm water asset management database linked to spatial drainage data and a pollution load reduction model to quantify water quality benefits. The tool is envisioned to encapsulate and eventually fulfill MS4 permit reporting requirements replacing past reporting methods. WSP has assisted several cities by updating information in the *OC Storm Water Tools* that will be used to demonstrate load reductions. WSP's team can assist with the preparation of RAA, assess pollutant reductions associated with new BMP projects, and/or review the RAA completed by the County.

#### *WMP Compliance*

WSP can support the City in many areas, such as:

- ▶ Preparing City comments on Orange County Storm Water Program-developed planning documents and materials
- ▶ Preparing City comments on RWQCB-issued orders
- ▶ Participating in WMP program planning and implementation on behalf of the City
- ▶ Managing implementation of the WMP, including City-specific jurisdictional strategies, such as an MS4 outfall dry weather flow reduction
- ▶ Participating in Newport Bay watershed TMDLs implementation efforts and compliance assessment

### 6.3.8 Construction General Permit Support

#### *Preparation of CGP Documents and QSDs/QSPs*

WSP has extensive experience providing as-needed storm water quality support for CIPs. WSP's team of QSDs routinely review and prepare construction compliance documents, such as SWPPPs, ESCPs, and WPCPs. Our QSPs assist with the implementation of the SWPPP. Under the last contract with the City, our staff assisted the City with SWPPP preparation in advance of contractor selection due to grant requirements. Our team has also provided backup monitoring support when a contractor failed to implement their SWPPP. Our staff can support all aspects of the CGP, including preparation of inspection reports, rain event action plans, Annual Reports, Notices of Intent, Notice of Termination, Ad Hoc Reports, and Numeric Action Level Exceedance Reports.

### 6.3.9 Compliance with Other NPDES Permits

WSP has extensive knowledge of other NPDES permits and development requirements in the City. We are available as an extension of the City staff to answer questions, review permit information, or assist with the implementation of these other types of NPDES permits. WSP routinely provides guidance on other NPDES permits, including individual permits, discharges from utility vaults and underground structures, drinking water system discharges, and de minimis discharge permits. WSP also assists dischargers with investigation orders, such as per- and polyfluoroalkyl substance investigations.

### 6.4 Schedule

The table (below) lays out the proposed schedule for this contract.

**Table 5: Task-Specific Schedules**

Tasks/Anticipated Approach	Start Date	End Date	Business Days Available	Personnel Involved (Notes)
Inventory update	1-Sep	15-Sep	10	Brent Smith
Kick-off Meeting	1-Oct	1-Oct	-- <sup>1</sup>	City representatives & WSP team
Update announcement letters	1-Oct	1-Oct	--	Mike Lowther & WSP administrative staff
Send announcement letters in batches	1-Oct	15-Apr	141	Mike Lowther & WSP administrative staff (Letters will be sent in batches between the period specified)
Inspections/re-inspections are performed (assumes 1,020 inspections/year)	15-Oct	30-Jun	185	NPDES inspectors (2-3 inspectors typically complete inspections with two backup inspectors available. We have sufficient staff to complete the six per day required)
Enforcement discussions/phone calls	1-Oct	30-Jun	195	NPDES inspector involved, Mike Lowther and/or Brent Smith
Senior review of forms	1-Oct	30-Jun	--	Brent Smith & Mike Lowther (Forms are reviewed within five business days)

Tasks/Anticipated Approach	Start Date	End Date	Business Days Available	Personnel Involved (Notes)
Mail completed inspection forms	1-Oct	30-Jun	--	WSP administrative staff, Mike Lowther (Approved forms are mailed within two weeks of inspection. Forms are mailed earlier if a follow-up inspection is required)
Prepare/submit draft quarterly report to City	1-Oct 1-Jan 1-Apr 1-July	6-Jan 4-Apr 6-July 3-Oct	--	Brent Smith & Mike Lowther (assumes deliverable is provided three to four days before due date to allow City to review)
Update commercial inventory	6-Jan 4-Apr 6-July 3-Oct	6-Jan 4-Apr 6-July 3-Oct	--	Brent Smith (This task does not re-prioritize the inventory or officially add businesses to the inventory for compliance reasons)
Prepare PEA Draft County Excel tables and Chapter 9 Report	1-July	31-Aug	--	Brent Smith & Mike Lowther (draft submittal will be completed well before the deadline; task performed around July or August)
Prepare PEA Final Report (Chapter 9)	15-Sep	15-Sep	--	Mike Lowther
As-needed Task	TBD	--	--	Based on task assigned

Note: <sup>1</sup> = Not Applicable



## **EXHIBIT C**



April 6, 2023  
23PROPGOVT.103

3560 Hyland Avenue  
Suite 100  
Costa Mesa, CA 92626  
+1 (949) 642-0245

**wsp.com**

City of Santa Ana  
Public Works Agency  
20 Civic Center Plaza (M-22)  
Santa Ana, California 92701

Attention: Mr. Craig Foster, EIT, CPSWQ, QSD/P  
NPDES Manager

**Re: Cost Proposal for Industrial/Commercial Inspection and NPDES Program Support Services**  
RFP No. 23-028

Dear Mr. Foster:

WSP USA Environment & Infrastructure Inc.'s (WSP) cost proposal is attached. Please find the requested Attachment 1, under separate cover from the proposal, submitted by WSP. WSP's Standard Hourly Fee Schedule, a table outlining the tasks and team hourly effort for each of the major tasks, and Project Fee Schedule as outlined in the Scope of Services is included.

Brent Smith, IGP ToR, CPESC, QSD/P, our proposed project manager, is our official WSP contact for this effort. He can be reached via email at [brent.smith@wsp.com](mailto:brent.smith@wsp.com) or via phone at 714-925-4498.

Please let us know if you have any questions.

Sincerely,

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

Brent Smith, IGP, ToR, CPESC, QSD/P  
Senior Associate Scientist  
[brent.smith@wsp.com](mailto:brent.smith@wsp.com)

# ATTACHMENT 1

Table 1

Year <sup>1</sup>	High Priority Industrial	Medium Priority Industrial	Low Priority Industrial	High Priority Commercial	Medium Priority Commercial	Low Priority Commercial	Re-Inspections <sup>2</sup>	Total
2023-24	125	110	165	130	155	165	170	1,020
	Fiscal Year 2023-24						Subtask Total	
1.0	Task No. 1 – Industrial and Commercial Facility Inspections						\$175,910.00	
Personnel/Labor Classifications required for this Subtask:								
Staff 1 Scientist/Engineer	305	hours	@	\$120.00	=	\$36,600		
Staff 2 Scientist/Engineer	305	hours	@	\$130.00	=	\$39,650		
Staff 3 Scientist/Engineer	305	hours	@	\$140.00	=	\$42,700		
Associate Scientist/Engineer	165	hours	@	\$210.00	=	\$34,650		
Project Assistant	100	hours	@	\$95.00	=	\$9,500		
Senior Associate Scientist	40	hours	@	\$230.00	=	\$9,200		
Postage (Postage Rate)	1,650	letters	@	\$0.60	=	\$990		
Mileage (IRS Rate)	4,000	Miles	@	\$0.655	=	\$2,620		
2.0	Task No. 2 – Database Management						\$32,420.00	
Personnel/Labor Classifications required for this Subtask:								
Staff 3 Scientist/Engineer	16	hours	@	\$140.00	=	\$2,240		
Senior Project Controller	12	hours	@	\$150.00	=	\$1,800		
Associate Scientist/Engineer	64	hours	@	\$210.00	=	\$13,440		
Senior Associate Scientist	60	hours	@	\$230.00	=	\$13,800		
Project Assistant	100	hours	@	\$90.00	=	\$9,000		
3.0	Task No. 3 – As-Needed NPDES Program Support <sup>3</sup>						TBD <sup>3</sup>	
Personnel/Labor Classifications required for this task (including hourly rates and hours): Budget for this Task to be determined by the City and will be consider a contingency to the agreement. Hourly rates will be based on the rate sheets provided. Hours to be determined based on review of the scope required.								
Total Cost for Fiscal Year 2023/24							\$208,330.00	

1. Inspection numbers estimated using FY 2021-22 inspection data. Future revisions to the Industrial/Commercial Facility Database (based upon business license data and field conditions) could change inspection quantities. Adoption of the fifth term Municipal NPDES permit could also change inspection quantities.
2. Assumes 20% of the inspections require follow-up for BMP deficiencies or non-compliance.
3. Budget for this Task to be determined by the City and will be considered a contingency to the Agreement.

# ATTACHMENT 1

Table 2

Year <sup>1</sup>	High Priority Industrial	Medium Priority Industrial	Low Priority Industrial	High Priority Commercial	Medium Priority Commercial	Low Priority Commercial	Re-Inspections <sup>2</sup>	Total
2024-25	125	110	165	130	155	165	170	1,020
	Fiscal Year 2024-25						Subtask Total	
1.0	Task No. 1 – Industrial and Commercial Facility Inspections						\$175,910.00	
Personnel/Labor Classifications required for this Subtask:								
Staff 1 Scientist/Engineer	305	hours	@	\$120.00	=	\$36,600		
Staff 2 Scientist/Engineer	305	hours	@	\$130.00	=	\$39,650		
Staff 3 Scientist/Engineer	305	hours	@	\$140.00	=	\$42,700		
Associate Scientist/Engineer	165	hours	@	\$210.00	=	\$34,650		
Project Assistant	100	hours	@	\$95.00	=	\$9,500		
Senior Associate Scientist	40	hours	@	\$230.00	=	\$9,200		
Postage (Postage Rate)	1,650	letters	@	\$0.60	=	\$990		
Mileage (IRS Rate)	4,000	Miles	@	\$0.655	=	\$2,620		
2.0	Task No. 2 – Database Management						\$32,420.00	
Personnel/Labor Classifications required for this Subtask:								
Staff 3 Scientist/Engineer	16	hours	@	\$140.00	=	\$2,240		
Senior Project Controller	12	hours	@	\$150.00	=	\$1,800		
Associate Scientist/Engineer	64	hours	@	\$210.00	=	\$13,440		
Senior Associate Scientist	60	hours	@	\$230.00	=	\$13,800		
Project Assistant	100	hours	@	\$90.00	=	\$9,000		
3.0	Task No. 3 – As-Needed NPDES Program Support <sup>3</sup>						TBD <sup>3</sup>	
Personnel/Labor Classifications required for this Subtask:								
Budget for this Task to be determined by the City and will be consider a contingency to the agreement. Hourly rates will be based on the rate sheets provided. Hours to be determined based on review of the scope required.								
Total Cost for Fiscal Year 2024-25							\$208,330.00	

1. Inspection numbers estimated using FY 2021-22 inspection data. Future revisions to the Industrial/Commercial Facility Database (based upon business license data and field conditions) could change inspection quantities. Adoption of the fifth term Municipal NPDES permit could also change inspection quantities.
2. Assumes 20% of the inspections require follow-up for BMP deficiencies or non-compliance.
3. Budget for this Task to be determined by the City and will be considered a contingency to the Agreement.

# ATTACHMENT 1

Table 3

Year <sup>1</sup>	High Priority Industrial	Medium Priority Industrial	Low Priority Industrial	High Priority Commercial	Medium Priority Commercial	Low Priority Commercial	Re-Inspections <sup>2</sup>	Total
2025-26	125	110	165	130	155	165	170	1,020
	Year 2025/2026						Task Total	
1.0	Task No. 1 – Industrial and Commercial Facility Inspections						\$175,910.00	
Personnel/Labor Classifications required for this Subtask:								
Staff 1 Scientist/Engineer	305	hours	@	\$120.00	=	\$36,600		
Staff 2 Scientist/Engineer	305	hours	@	\$130.00	=	\$39,650		
Staff 3 Scientist/Engineer	305	hours	@	\$140.00	=	\$42,700		
Associate Scientist/Engineer	165	hours	@	\$210.00	=	\$34,650		
Project Assistant	100	hours	@	\$95.00	=	\$9,500		
Senior Associate Scientist	40	hours	@	\$230.00	=	\$9,200		
Postage (Postage Rate)	1,650	letters	@	\$0.60	=	\$990		
Mileage (IRS Rate)	4,000	Miles	@	\$0.655	=	\$2,620		
2.0	Task No. 2 – Database Management						\$32,420.00	
Personnel/Labor Classifications required for this Subtask:								
Staff 3 Scientist/Engineer	16	hours	@	\$140.00	=	\$2,240		
Senior Project Controller	12	hours	@	\$150.00	=	\$1,800		
Associate Scientist/Engineer	64	hours	@	\$210.00	=	\$13,440		
Senior Associate Scientist	60	hours	@	\$230.00	=	\$13,800		
Project Assistant	100	hours	@	\$90.00	=	\$9,000		
3.0	Task No. 3 – Additional Program Assistance as Requested						TBD <sup>3</sup>	
Personnel/Labor Classifications required for this Subtask:								
Budget for this Task to be determined by the City and will be consider a contingency to the agreement. Hourly rates will be based on the rate sheets provided. Hours to be determined based on review of the scope required.								
Total Cost for Fiscal Year 2025-26							\$208,330.00	

1. Inspection numbers estimated using FY 2021-22 inspection data. Future revisions to the Industrial/Commercial Facility Database (based upon business license data and field conditions) could change inspection quantities. Adoption of the fifth term Municipal NPDES permit could also change inspection quantities.
2. Assumes 20% of the inspections require follow-up for BMP deficiencies or non-compliance.
3. Budget for this Task to be determined by the City and will be considered a contingency to the Agreement.

**Attachment 1**

**TABLE 4**  
**PART I – LIST OF KEY PERSONNEL**

<b>Names</b>	<b>Functions</b>
Nathan Schaedler	<ul style="list-style-type: none"><li>• Principal in Charge</li></ul>
Brent A. Smith	<ul style="list-style-type: none"><li>• Project manager/principal contact for the City</li><li>• Technical Lead for Construction General Permit Support, Training, Future MS4 Permit Support</li></ul>
Michael Lowther	<ul style="list-style-type: none"><li>• Assistant project manager</li><li>• Technical Lead for Inspection Tasks including Industrial/Commercial Inspections, WQMP Inspections, Municipal, FSE, IDIC; Source Investigations; and Storm Water Sampling and Analysis</li></ul>
Ted Von Bitner	<ul style="list-style-type: none"><li>• Technical Lead for Watershed Management Plans and TMDL Support</li></ul>
Kacen Clapper	<ul style="list-style-type: none"><li>• Technical Lead for Statewide Trash Provisions Support</li></ul>
Marty Spongberg	<ul style="list-style-type: none"><li>• Technical Lead for WQMP Support</li></ul>

\*Resumes for key personnel are included in Consultant proposal. Resumes for other WSP team members including subconsultants to be provided on request.

**Attachment 1**  
**TABLE 5**  
**PART II – LIST OF SUBCONSULTANT**

<b>Sub-Consultant Name / Address</b>	<b>Functions</b>
Fuscoe Engineering 15535 Sand Canyon, Suite 100 Irvine, CA 92618	Preparation of WQMPs, engineering support
Eurofins Built Environment Testing 2841 Dow Avenue, Suite 300 Tustin, CA 92780	Analytical Laboratory in the event sampling is required.

## Attachment 1

**TABLE 6  
PRICE SUMMARY SHEET  
SCHEDULE I – HOURLY RATES**

<b>Name</b>	<b>Job Title/ Classification</b>	<b>Job Function</b>	<b>Fully Burdened</b>
Nathan Schaedler	Principal Engineer	Principal in Charge	\$260
Brent A. Smith	Senior Associate Scientist	Project Manager	\$230
Ted Von Bitner	Senior Associate Scientist	As-needed program assistance	\$230
Michael Lowther	Associate Scientist	Industrial/Commercial Inspections and as-needed program assistance (inspection tasks)	\$210
Kacen Clapper	Senior 2 Scientist	As-needed program assistance (Trash Provisions)	\$180
Marty Spongberg	Principal Engineer	As-needed program assistance (WQMP Support)	\$260
Ellen Smith	Staff 3 Scientist	NPDES Compliance Inspector	\$140
Kim Henry	Staff 3 Scientist	NPDES Compliance Inspector	\$140
Katelynn Webb	Staff 3 Scientist	As-needed program assistance (Trash Provisions)	\$140
Dylan Cawthorne	Staff 3 Engineer	As-needed program assistance (Trash Provisions & WQMP Support)	\$140
Bryan Shiang	Staff 2 Scientist	NPDES Compliance Inspector	\$130
Technician	Technician	As needed program assistance (Sampling)	\$100
Administrative Staff	Project Assistant	Project Assistant	\$90

\* Fully Burdened rate includes all overhead, general costs, administration costs, and profit.



**Attachment 1**

**TABLE 7  
PRICE SUMMARY SHEET  
DIRECT EXPENSES<sup>1</sup>**

<b>Direct Expenses</b>	<b>Costs</b>	<b>Job Function</b>
Vehicle Charges	\$50/day	Industrial/Commercial Inspections and As-needed site inspections
Vehicle Mileage	IRS Rate	Industrial/Commercial Inspections and As-needed site inspections
Postage	Cost + 10% Markup	Inspection reports
Subconsultant Markup	Cost + 10% Markup	As-needed
Other Direct Expenses	Cost + 10% Markup	Other expenses in support of project activities

**\* Direct expenses are expenses necessary to complete the Tasks outlined in the Scope of Work, such as vehicle mileage, subconsultant markup, equipment rental, etc. Subconsultants markup shall not exceed 10%.**