

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH WSP USA INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 15<sup>th</sup> day of July, 2025 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and WSP USA INC., a New York corporation ("Consultant").

**RECITALS**

A. City proposes to utilize the services of Consultant as an independent contractor to perform Stormwater and Water Quality Professional services, on an as needed basis, as more fully described herein; and

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in City's Request for Proposals (RFP No. 25-20), attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

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

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

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

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

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

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

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

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

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

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed One Hundred Sixty-Four Thousand Eight Hundred Dollars (\$164,800.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

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

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

### **3.0. TIME OF PERFORMANCE**

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

#### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of thirty-six (36) months, ending on July 14<sup>th</sup>, 2028, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two [2] additional one [1]-year periods upon mutual written agreement of both parties.

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

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

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

#### **5.0. INSURANCE**

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to

which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

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

## **6.0. GENERAL PROVISIONS**

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

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

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

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

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

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

### **IF TO CONSULTANT:**

WSP USA Inc.  
3560 Hyland Avenue, Suite 100  
Costa Mesa, CA 92626  
Tel: (714) 925-4498

### **IF TO CITY:**

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

Attn: Brent Smith

Attn: Derek Wieske

Courtesy copy to:

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

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

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

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

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

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

Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11 Conflicts with Independent Contractor. Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City,

including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

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

6.15. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

6.17. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design

drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

6.21. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

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

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

6.24. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

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

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

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

[Signatures appear on following page.]

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

**CONSULTANT**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Brent Smith, Vice President, Project Manager

**CITY OF COSTA MESA**

\_\_\_\_\_  
Cecilia Gallardo-Daly  
Interim City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Brenda Green  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Derek Wieske  
Project Manager

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Raja Sethuraman  
Public Works Director

Date: \_\_\_\_\_

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Carol Molina  
Finance Director

Date: \_\_\_\_\_

**EXHIBIT A**

**REQUEST FOR PROPOSALS**



**REQUEST FOR PROPOSAL**

**FOR**

**STORMWATER AND WATER QUALITY PROFESSIONAL SERVICES**

**RFP NO. 25-20**



**PUBLIC WORKS DEPARTMENT**

**CITY OF COSTA MESA**

**Released on**

**March 19, 2025**

## REQUEST FOR PROPOSAL FOR STORMWATER AND WATER QUALITY PROFESSIONAL SERVICES

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting Proposals from qualified consultants to provide stormwater and water quality professional services on an “as needed” basis. The awarded Contractor, (hereinafter referred to as “Consultant”) shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for 3 years with 2 one-year renewal options. The City reserves the right to award one or more contracts for this service.

### I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$189.91 million and a total budget of \$240.10 million for Fiscal Year 2024-2025.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is in the northern coastal area of Orange County, California, and is bordered by the Cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley, and Irvine.

The City is a “full service city” providing a wide range of services. These services include police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

1. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** Any City response relevant to this RFP other than through or approved by City’s Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued, and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed all addenda to this solicitation. The city will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

<b>Release of RFP</b>	<b>March 19, 2025</b>
<b>Deadline for Written Questions</b>	<b>March 25, 2025, at 11:00 a.m.</b>
<b>Responses to Questions Posted</b>	<b>March 27, 2025</b>
<b>Proposals are Due</b>	<b>April 8, 2025, by 2:00 p.m.</b>
<b>Approval of Contract</b>	<b>TBD</b>

**\*\*All dates are subject to change at the discretion of the City.**

3. **Proposer's Minimum Requirements:** Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in **Appendix A – Scope of Services**, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined at the sole discretion of the City.**

a. The consultant must provide five references for projects of similar size and scope that have been completed within the last five years in California.

b. The Contractor shall maintain a local office with a competent representative who can be reached during normal working hours or emergencies who is authorized to make decisions on matters pertaining to this contract with the City. Office facilities that support daily operations must be within ninety (90) miles of the City.

c. All Proposers must identify the project manager, and the individual authorized to negotiate the contract on behalf of the consulting firm; and provide an organization chart showing all proposed key project team members.

d. A project team organization chart identifying those who will perform work, and a brief résumé of each team member, including similar type projects in which they have been directly involved shall be included.

## **II. GENERAL INSTRUCTIONS AND PROVISIONS**

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 25 typed pages using a 12-point font size, including cover letter, Index/Table of Contents, tables, charts, and graphic exhibits, but excluding resumes of key people and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP

instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed two pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Services, Appendix A** of this RFP.
- **Project Approach and Methodology:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Services of this RFP. The section should include:
  1. Describes familiarity of project and demonstrates understanding of work and project objectives moving forward.
  2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Services" section.
  3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
  4. Identifies the project's potential issues and response to them.
  5. A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner shall be included in the proposal
  6. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
  1. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to provide construction management services.
  2. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.

3. If the owner is a corporation please provide Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
  4. If the owner is a partnership or joint venture, please provide Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
  5. Provide a list of current and previous contracts similar to the requirements for this project in Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record.
  6. A list of similar projects that your firm has completed within the last five years shall be included in the submitted proposal. Information of the completed projects should include project name and description, agency or client name along with the person to contact and telephone number, year completed, engineering fee, and project construction cost.
- **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, is requesting copies of audited financials from the past three years to allow an evaluation of firm's financial capabilities.
  - **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
    - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.
    - Include résumés or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of relevant experience. Describe for each such person, the relevant role and functions for each project.
  - **Cost Proposal:** Provide a fee schedule/pricing information for the project including identifying the specific assigned personnel, their hourly rates and their number of hours, and the cost for each work task/deliverable as described in the Scope of Services. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The fee proposal shall reflect all anticipated fee increases during the contract duration. Travel time and mileage will not be allowed.

If work tasks or deliverable are proposed that are not specifically listed in the City's Scope of Services, please identify those costs as separate and optional. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix B** but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.**
- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:
  1. Vendor Application Form
  2. Company Profile & References
  3. Ex Parte Communications Certificate
  4. Disclosure of Government Positions
  5. Disqualifications Questionnaire
  6. Bidder/Applicant/Contractor Campaign Contribution

## 2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Cost proposal shall be submitted in a **separate** file. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and the most qualified consultant has been selected. Proposals shall be valid for a minimum of 180 days following submission.
- **Forms to Accompany Proposal:** **Appendix C** forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis.

- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.S.T) on April 8, 2025**. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **March 25, 2025, at 11:00 A.M.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted on Planetbids.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received because of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
  - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
  - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

**3. Evaluation Criteria:** The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criterion may also be considered even if not specified below.

1. **Project Approach & Methodology ----- 30%**
2. **Qualifications & Experience of Firm ----- 30%**
3. **Key Personnel ---- 35%**
4. **Cost Proposal ----- 5%**

**4. Evaluation of Proposals and Selection Process:** In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

**A. Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.

**B. Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach or qualifications are not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the highest ranked consultant or proceed to interview the highest ranked consultants.

**C. Interviews, Presentation, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview and make a presentation. Interviews/presentations, if held, are tentatively scheduled for **the week of May 5th** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626 or virtually at the discretion of the City. The dates are subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview/presentation. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point and make a recommendation for award. Once the highest ranked consultant is identified, the City will open the Cost Proposal and enter negotiations.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

**5. Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Any proposals awarded pursuant to the formal procurement procedure set forth in the Proposal procedure may be appealed in accordance with the following procedure:

- The Proposer shall file the written notice of appeal with the Purchasing Officer at least ten (10) working days prior to proposal award date specified in the notice of recommendation to award.
- The written notice of appeal must include specifics as to the nature of the appeal.
- The Proposer must provide any and all documentation to support the appeal.
- The purchasing officer will respond in writing to the Proposer within five (5) working days.
- In the event the appeal is denied by the purchasing officer, the Proposer may appeal the purchasing officer's ruling to the City Council at the next available council meeting.

**6. Accuracy of Proposals:** Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

**7. Responsibility of Proposers:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,

- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

**8. Confidentiality:** The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

**9. Ex Parte Communications:** Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee, or agent of the City, including any member of the evaluation panel, except for the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

**10. Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any

Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

**11. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix C**.

**12. Conditions to Agreement:** The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which will be modified by the City to include federal requirements.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

**13. Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix C**.

**14. Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted via PlanetBids. Proposers should check this web page daily for new information.

**APPENDIX A**

**SCOPE OF SERVICES**

**FOR**

**STORMWATER AND WATER QUALITY PROFESSIONAL SERVICES**

The City of Costa Mesa (City) is seeking proposals from qualified engineering, stormwater, and environmental firms (Consultant) who wish to be evaluated and considered to provide “as-needed” Stormwater and Water Quality Professional Services. The Consultant will assist the City with achieving or maintaining compliance with the National Pollutant Discharge Elimination System permit (NPDES Permit) issued by the Santa Ana Regional Water Quality Control Board (Regional Board). (California Regional Water Quality Control Board Order No. R8-2009-0030, NPDES No. CAS618030).

Generally, the Consultant shall provide staff augmentation (with at least two days of on-site presence at City Hall) whereby consultant shall assist the City staff with the overall oversight of the City’s Stormwater Program, and on-site staff shall complete the majority of the duties listed below.

**A. Inspection of Industrial and Commercial Facilities**

Consultant will review database and become familiar with each site prior to inspection. Prior to inspection, consultant will contact property owner via written correspondence.

It is estimated that there will be approximately 250 sites to be inspected each year. To ensure uniformity, an inspection form will be developed and contain at a minimum the following:

- Date and time of inspection.
- Inspector name.
- Facility name, address, SIC code based upon visit.
- Approximate size of facility.
- Contact name and phone number of property owner.
- Lists of BMPs designed at the site and whether they are implemented.
- Observations and comments.
- Corrective actions, if required, along with prioritization of items.
- Geographical Information System (GIS) data for applicable businesses.

Consultant shall provide inspection notifications to each of the business owners prior to the inspections. Photographs of structures, outdoor storage areas and other applicable areas relating to water quality, along with areas of concern that need correcting, are to be included with each inspection sheet and compiled in final report. An electronic version of the report and inspection form database will be required to be submitted to the City. If structural BMPs are identified that require scheduled maintenance, documentation of such completed or scheduled maintenance will be required to be included in final report. After the inspections, business owners shall be made aware of any deficiencies observed through enforcement notices provided by the consultant.

**B. Inspect City fixed facilities, document findings and follow-up for any deficiencies.**

The consultant shall regularly inspect the City's high priority fixed facilities, based on the frequency outlined in the City's Local Implementation Plan (LIP) and document the results of those inspections. Approximately 5-10 High Priority Fixed Facilities shall be inspected throughout the City annually.

**C. Provide training to City staff.**

The Consultant shall arrange and provide at least two training sessions per year based on the requirements of the existing permit (California Regional Water Quality Control Board Order No. R8-2009-0030, NPDES No. CAS618030) and any subsequent permit renewals to City staff, including but not limited to capital project engineers, development plan reviewers, maintenance staff, development planners, code enforcement officers, public works inspectors and building inspectors.

**D. Review WQMPs during Design**

The Consultant shall review Water Quality Management Plan documents that have been submitted as a condition of approval for private development projects to verify water quality compliance requirements on New Development and Significant Re-Development projects. This task may include plan checking and approval of water quality calculations, BMP selection, BMP sizing and appropriate water quality documentation including conformance with WQMP Checklist and consistency with the precise grading plans. Approximately 15-25 WQMPs are typically submitted to the City each year, of which 25% are typically Priority WQMPs and the rest are typically Non-Priority WQMPs.

**E. Inspect BMP's during Construction.**

The Consultant shall inspect the BMPs during construction for compliance with the Final WQMP. Approximately 5-10 construction sites with BMPs are typically inspected each year during construction for the High Priority WQMPs.

The Consultant shall also coordinate with City staff (including Building Inspectors) to inspect and document the implementation of temporary BMPs associated with all other Erosion and Sediment Control Plans for all other construction sites that require a Stormwater Pollution Prevention Plan.

**F. Update City's WQMP Inventory and Coordinate with County to Update the Orange County Stormwater Tools Program**

The Consultant shall work with the City and County staff to develop an electronic inventory of all WQMP BMPs installed in the City. It is currently estimated that there are approximately 220 BMPs installed throughout the City to date.

**G. Inspect Post-Construction WQMPs (requirement 25% annually)**

The Consultant shall inspect and document at least 25% of each of the City's Post-Construction Water Quality Management Plan Best Management Practices (WQMP BMPs) each year. It is

currently estimated that there are approximately 220 BMPs (on approximately 50 sites) installed throughout the City.

## **H. Compliance with new Statewide Trash Provisions**

**Program Management:** The Consultant shall take the lead in the development of a new City Trash Provisions Compliance Program, with the goal of full program implementation by 2028. This will include the effort to include all trash capturing devices in the City into the City's Geographic Information System and ensure compliance with the State's new Trash Provisions. As part of the Trash Provisions Compliance Program, Consultant shall set quarterly status meetings with the City staff to provide updates on all work tasks, prioritize work, and set deliverable dates. Consultant shall prepare an agenda and status update in advance of each status meeting.

**Perform On-Land Visual Trash Assessments:** The Bay Area Stormwater Management Agencies Association (BASMAA) with funding from the State, has developed a trash model to correlate land use with trash generation rates (TGRs) for both priority land use (PLU) and non-PLU areas. BASMAA further developed the On-Land Visual Trash Assessment (OVTA) methodology to assess trash levels. Consultant shall conduct limited but targeted OVTAs to determine City-specific trash generating rates (TGRs) and compare these findings with BASMAA-modeled TGRs. This analysis is expected to more accurately predict trash loads in the City. Consultant shall investigate viable technology options and present findings to City Staff prior to commencing OVTA field work.

**Trash Provisions Program GIS Layer Updates:** Consultant shall collaboratively work with City GIS staff. This task shall include periodic (no less than annual) efforts per City direction to incorporate Citywide GIS layer updates into consultant-developed/maintained Trash Provision specific GIS layers. Consultant shall deliver completed portions of consultant-developed layers to City GIS staff for inclusion in City geodatabases. Consultant shall prepare PLU GIS layers and develop PLU trash generation rates. Consultant shall use ESRI GIS shapefile formats compatible with ArcGIS Pro or ArcMap 10.6.1 or higher.

## **OTHER DUTIES AS ASSIGNED (AS NEEDED)**

### **I. Respond to Reports of Illicit Discharges and Illicit Connections (ID/IC)**

The Consultant shall be available during normal business hours to respond to any reports of illicit discharges and shall respond in a timely manner to document the incident and coordinate the cleanup as well as the collection of the cost of cleanups if necessary.

The Consultant shall also be available during normal business hours to respond to exceedances associated with the County's Monitoring Program and assist City and County staff with tracking the source of any exceedances.

Consultant may assist the City with enforcement including issuance of BMP courtesy notices, notice of violations, and/or administrative citations. Consultant responsibilities may include preparing an administrative citation or notice of violation letter, obtaining the real property information using City resources, and mailing the enforcement letter to the property owner and business owner. Consultant may also issue enforcement documentation such as an

administrative citation during an inspection. Consultant will conduct follow up inspections as required by the MS4 permit to confirm the violation is resolved.

**J. Update the City's Local Implementation Plan (LIP)**

The Consultant shall, if necessary, revise the City's LIP to include citations of appropriate ordinances, identification of departmental jurisdictions in the implementation and enforcement of these ordinances, and key personnel. The LIP shall include procedures and timeframes for progressive enforcement actions. This shall occur at least once during the contract.

**K. Attendance at Stormwater Permittee General Meetings**

The Consultant may attend Countywide meetings occasionally when the City staff cannot attend, on an as-needed basis. Assume 3 meetings per year.

**L. Update the City's Water Quality Ordinance**

Based on the adoption of a new permit issued from the Santa Ana Regional Water Quality Control Board, the Consultant may be needed to assist the City staff with an update of the City's current Water Quality Ordinance, and implementation of any new inspection fees.

**M. Preparation of Annual Program Effectiveness Assessment (PEA) Report**

The Consultant shall assist City staff with the completion of the City's Annual Program Effectiveness Assessment (PEA) Report, also known as the Annual Report. This is estimated to be approximately 40 hours per year.

**N. Ensure Compliance with Senate Bill (SB) 205 / 891**

The Consultant shall assist City staff with ensuring compliance with its business licensing division and other departments in full compliance with SB 205 / 891 and all applicable Federal and California stormwater regulations.

## **APPENDIX C FORMS**

**Vendor Application Form  
Ex Parte Communications Certification  
Disclosure of Government Positions  
Disqualification Questionnaire  
Company Profile & References  
Bidder/Applicant/Contractor Campaign Contribution**

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**



City of Costa Mesa

# **NPDES | STORMWATER AND WATER QUALITY PROFESSIONAL SERVICES**

## **TECHNICAL VOLUME**

April 8, 2025



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## A. Cover Letter



WSP Costa Mesa Office  
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wsp.com

April 8, 2025

City of Costa Mesa  
Mr. Derek Wieske  
77 Fair Drive, 4<sup>th</sup> Floor  
Costa Mesa, CA 92626

**Subject: Proposal for NPDES Program Management and Inspection Services**

Dear Mr. Weiske,

WSP USA Inc. (WSP) would like to thank you for the opportunity to submit a proposal for Stormwater and Water Quality Professional Services for the City of Costa Mesa (City). The WSP Team has a full range of capabilities required to provide the scope of services listed in this Request for Proposal (RFP) and is uniquely qualified to assist the City given our extensive work history with southern California municipalities, including the City.

WSP's southern California offices are staffed by more than 400 professional planners, biologists, scientists, and engineers. Our Costa Mesa, CA office is less than 5 miles from Costa Mesa City Hall and has been designated as the project management location for this contract (address and phone number above). WSP has had a record of success working with the City since 2007. Our long history includes supporting the City's stormwater program and working as an extension of the City's staff.

### The WSP Team Advantage:

- ✓ Local team with decades of experience led by a proven Project Manager
- ✓ Environmental compliance is our core capability
- ✓ Decades of successful on-call contract service history
- ✓ Proven methodology
- ✓ Commitment to QA/QC
- ✓ Knowledge of local environment

The proposed key team members, as well as numerous other staff members within our organization will be immediately available to perform the described professional services. Brent Smith, proposed Project Manager, is authorized to negotiate a binding contract on behalf of WSP and the parties named in this proposal. We thank you for the opportunity to continue our support.

Sincerely,

**WSP USA Inc.**

A handwritten signature in black ink, appearing to read 'T. Von Bitner'.

Theodore Von Bitner, PhD  
Vice President

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

Brent Smith,  
Vice President, Project Manager

## **B. Background and Project Summary Section**

This summary section includes a brief WSP firm profile and highlights our understanding of the City of Costa Mesa (City), experience with work to be done, and objectives to be accomplished.

### **WSP Firm Profile**

WSP is a global leader in consulting and engineering across the energy and built environment. We provide consulting, projects, and operations solutions in more than 40 countries, and employ approximately 23,000 people. WSP has provided more than \$65 million in storm water compliance, engineering, and design services in California over the past five years alone. WSP's stormwater compliance and water quality professional services are a core capability.

### **WSP Understanding of the City**

Our project team has worked as an extension of the City staff since 2007. Our project team has a thorough understanding of the City's municipal code, departmental structure, and internal procedures and protocols. The key personnel proposed to work on this project have a strong working relationship together and with the City. Because our expertise and previous experience with the City, we won't have a "learning curve" related to the tasks requested in the RFP, which will provide efficiencies and cost savings that we believe is a key benefit to the City.

As a recent example of our understanding of the City, WSP assisted the City with a Santa Ana Regional Water Quality Control Board (SARWQCB) audit in 2023. The WSP Team met with each City department prior to the audit, completed inspections at fixed facilities, prepared trainings to City staff, and filled in some of the data gaps prior to the audit. During the audit, WSP presented on several of the City's programs and assisted with interview responses. Our project team has a long history working with several of the City's NPDES program managers over the last 18 years, so our team is uniquely qualified in understanding the City and having the expertise to manage these programs.

In addition to understanding the City, WSP's Team knows the industrial and commercial facilities that operate in the City. Our work within the City over nearly two decades limits the number of facilities that might deny access or require the presence of City representative since these facilities see the WSP team as an extension of City staff. Facilities are also more responsive to our requirements to address BMP deficiencies and address prohibited discharges since many of the facilities know our inspection staff.

### **WSP Understanding of the Scope of Work**

WSP has a proven track record of providing high-quality, efficient services for NPDES program management and inspection services for cities and counties throughout southern California. We have provided Phase I Municipal Separate Storm Sewer System (MS4) permit compliance consulting services for over 22 years under the Orange County MS4 permit. We also have extensive experience implementing relevant statewide general permits (i.e., Construction General Permit (CGP) and Industrial General Permit (IGP)), in land development water quality management plan (WQMP) development and review, facility construction and post-construction BMP inspections, and have led countless pollutant source investigations and special studies. As some of these services may be more efficiently completed at the City's Public Works offices, WSP proposes to provide these services to the City through a combination of on-site and remote support. Our Costa Mesa office is located less than 5 miles from City Hall, allowing us to be available on very short notice. In addition to on-call on-site support, WSP can also provide regularly scheduled in-person support

staff at City offices to further improve the efficiency of our services. Our understanding of the scope and the envisioned methods for providing technical support under each service area is described in detail in the following sections.

### **Objectives to be Accomplished**

WSP understands the City's goals to maintain compliance and implementing a program that improves surface water quality in downstream receiving waters. With a collaborative network of engineers, scientists, inspectors, project managers and administrative staff, we apply real world experience, focused creativity, innovative technologies and customer focus to deliver solutions from simple design corrections for compliance to addressing complex infrastructure challenges to improve surface water quality. Our experience and ability to provide services for all tasks described reduces administrative burden and costs for the City related to use of multiple consultants/subconsultants, while providing a dedicated point of contact to coordinate and complete requested tasks in a consistent, high quality, and efficient manner.

### **C. Project Approach and Methodology**

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.

#### **Inspection of Industrial and Commercial Facilities**

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 250 inspections per year will be required. Our staff is thoroughly familiar with the City's 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 safety training 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.

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. 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 the following protocols for announcing our inspections to the industrial and commercial facilities. For IGP sites, the facilities are familiar with



the inspection programs. We will call the site representatives to schedule the site visit. If the facility does not respond or schedule the site visit, WSP will complete a walk-in inspection 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. Written notification can be provided, if necessary. For other industrial and commercial facilities, our costs include providing bilingual inspection announcement letters (English/Spanish) to notify businesses of the upcoming inspection. We have assumed the letters will be prepared and sent by our in-house support staff using the resources at City Hall. 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. 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. The forms are 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.

In addition to the inspection form, WSP will have a courtesy notice that is provided to each facility. The courtesy notice will notify the facility of any deficiencies observed and provides proof of notification. The proof of notification is anticipated to be a requirement in the next MS4 Permit. A copy of the courtesy notice will be uploaded to the web-based application as part of each inspection record.

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 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.

### *Proposed Schedule for Industrial/Commercial Inspections*

Tasks/Anticipated Approach	Start Date	End Date	Personnel Involved (Notes)
Inventory update	1-Sep	15-Sep	Brent Smith
Kick-off Meeting	1-Oct	1-Oct	City representatives & WSP team
Update announcement letters	1-Oct	1-Oct	Cailey Hoff (WSP In-house Support)
Send announcement letters in batches	1-Oct	15-Apr	Mike Lowther & WSP administrative staff (Letters will be sent in batches between the period specified)
Inspections/re-inspections are performed (assumes 250 inspections/year)	15-Oct	30-Jun	NPDES inspectors (1-2 inspectors) typically complete inspections with multiple backup inspectors available.
Enforcement discussions/phone calls	1-Oct	30-Jun	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)
Prepare/submit draft quarterly report to City	1-Oct 1-Jan 1-Apr 1-July	6-Jan 4-Apr 6-July 3-Oct	Cailey Hoff & Mike Lowther to prepare City quarterly report
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	Cailey Hoff & Brent Smith

### *Innovative Solutions, Efficiency, and Safety*

WSP uses iPads and a WSP prepared web-application built for the City to complete the inspection program. This web-application streamlines data input and photos to maximize efficiency. WSP also has a robust safety culture. Our team has completed over 25,000 industrial/commercial inspections in southern California since the inception of this inspection program and we have not had one safety-related accident. As indicated in the RFP, WSP's staff assigned to provide staff augmentation will perform the majority of industrial and commercial inspections and assist with enforcement of cases. We have assumed WSP staff will check-in at City Hall for urgent tasks prior to completing inspections in the field.

### **Inspect City Fixed Facilities, Document Findings, and Follow-up for any Deficiencies**

WSP will inspect the City's high priority municipal fixed facilities and document the results on municipal activities program general inspection form or form identified in the City's local implementation plan (LIP). If deficiencies are observed, WSP's inspector will work with the Fixed Facility Manager to address the issue and WSP will document the correction. WSP inspectors are

trained under the County's core competencies program for municipal, industrial, and commercial inspectors so any deficiency noted would be consistent with Model Municipal Program.

### ***Proposed Schedule for Fixed Facility Inspections***

As identified in the RFP, we have assumed 5-10 inspections per year will be required. WSP will complete the inspection using the staff assigned to work at City Hall. We have assumed WSP staff will check-in at City Hall for urgent tasks prior to completing inspections in the field.

Tasks/Anticipated Approach	Start Date	End Date	Personnel Involved (Notes)
Inspections at High Priority Fixed Facilities	4-Apr	30-Jun	Cailey Hoff & City representative (Fixed Facility Manager)

### ***Provide Training to City Staff***

WSP staff have been providing NPDES training services in southern California for several decades. Several local WSP staff are Industrial General Permit Trainers of Record (IGP ToR) and have trained WSP and client staff to become certified Qualified Industrial Storm Water Practitioners (QISPs). WSP training presentations provided for municipal, industrial, and construction target audiences typically provide an overview of relevant NPDES permit requirements, common issues, and BMPs that should be implemented. We have conducted annual NPDES MS4 trainings for the City and can build on these materials to develop individually crafted presentations to match the tone, themes, and message desired by the City.

WSP staff have completed many of the County's Drainage Area Management Plan (DAMP) model programs trainings, including the Industrial/Commercial Inspector Training, Illicit Discharge and Illegal Connection Training, and Post-Construction BMP Inspection Training. In fact, every WSP inspector completes an extensive training program based on the Orange County Stormwater Programs core competencies program for municipal, industrial, and commercial inspectors. As the County's model programs are updated to reflect changes in new pending MS4 permits, WSP will track these changes and attend any additional proper or pertinent trainings provided by the County.

### ***Proposed Schedule for Training City Staff***

As identified in the RFP, we have assumed at least two trainings per year will be required. The training presentations will be updated by WSP staff while working at City Hall with minor updates completed by WSP's Project Manager.

Tasks/Anticipated Approach	Start Date	End Date	Personnel Involved (Notes)
City Trainings	4-Apr	30-Jun	Cailey Hoff, Brent Smith, City Staff

### ***Review WQMPs during Design***

WSP staff have an in-depth understanding of the County's New Development/Re-Development Standards and Technical Guidance Document (TGD). Our team routinely provide engineering services for grading and drainage projects associated with site development and redevelopment, and stormwater BMPs (first flush treatment, green infrastructure, etc.), making us well suited for the review of such projects. 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 modification considers, 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 stormwater quality analysis and design and understand the range of local regulations, state regulations and federal regulations to find the best solution to project water quality issues.

Our team has reviewed hundreds of WQMPs for Orange County projects. For this task, our staff at City Hall will complete the initial effort on the City's WQMP Checklist, verify consistency with the precise grading plans, and complete a preliminary review of the water quality calculations. After completing the initial effort on the completion of the City's WQMP Checklist, our staff will submit the document for final engineering review. Our initial effort will streamline our engineering effort by coordinating our engineering resources with our WSP support staff at City Hall.

### *Proposed Schedule for WQMP Reviews*

As identified in the RFP, we have assumed at least 25 WQMPs per year will be reviewed. Our WSP staff at City Hall will be responsible for reviewing non-priority WQMPs while at City Hall. Additional effort has been included for reviewing five Priority WQMPs including engineering effort for responding to the Developers or City staff for WQMPs that may be deficient. WQMP reviews will be initiated immediately during scheduled hours working at City Hall. Additional engineering reviews will typically be completed within one to two weeks of the submittals.

### *Inspect BMPs during Construction*

WSP has provided hundreds of WQMP verification inspections during the construction phase of work 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 were installed in accordance with the WQMP and grading plans, flow patterns are reviewed to confirm that stormwater is directed to the structural treatment controls as intended, and elevations are reviewed to assess storm water detention.

During the construction phase, our inspectors are also assessing potential impacts to the structural treatment controls BMPs installed and confirming the erosion and sediment control BMPs are implemented per the erosion and sediment control plans. Our in-house support staff will work with Public Works and Building Inspectors. Our team also has QSD/QSPs available to lead inspections and have a reputation for swift responses to meet client needs for construction inspection support. Considering our office is located in the City (and less than five miles from City Hall), we can have QSD/QSPs available quickly to support the City's compliance programs when Building Inspectors require additional support.

### *Proposed Schedule for Construction Inspections*

As identified in the RFP, we have assumed at least 5-10 WQMP sites will require inspection. Our WSP's support staff at City Hall will be responsible for completing the required inspections with assistance from WSP senior staff within our Costa Mesa office. We assume senior staff will complete some of the initial inspections identifying key features and issues based on the structural treatment control selected. We have assumed the inspections and any enforcement will occur during the scheduled days for our staff at City Hall.

## Update City's WQMP Inventory and Coordinate with County to Update Orange County Stormwater Tools (OC Stormwater Tools) Program

Orange County Public Works has been encouraging cities to on-board to OC Stormwater Tools, a web-based countywide stormwater BMP inventory, planning, and water quality model tool. The web-based platform provides a uniform stormwater 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 the current cumbersome reporting methods. WSP has assisted several clients with this process and are familiar with the challenges that on-boarding my present and the software quirks of the still evolving. It is our understanding that the City currently has a backlog of entries to OC Stormwater Tools. For this task, WSP will work with the County to upload entries into OC Stormwater Tools. WSP will complete research on the City-owned and privately-owned stormwater treatment devices prior to providing information to the County or adding the sites into the system. Research may include reviewing the WQMPs and grading plans, verifying records associated with the projects, reviewing Google Earth imagery, and site inspections prior to updating the WQMP Inventory and OC Stormwater Tools. If WQMP site inspections are performed, they will be conducted as part of the Post-Construction BMP inspection under the next task.



### *Proposed Schedule for WQMP Inventory and OCST Support*

OC Stormwater Tools and inventory updates will be completed primarily by support staff at City Hall based on the following schedule.

Tasks/Anticipated Approach	Start Date	End Date	Personnel Involved (Notes)
Gather WQMPs, supporting documentation, and review	1-May	30-Jun	Cailey Hoff (WSP In-house Support), City representatives
Discuss on-boarding with County and submit documentation	1-July	1-Oct	Cailey Hoff (WSP In-house Support), County representatives
WSP to update OC Stormwater Tools and City WQMP Inventory	1-July	1-Oct	Cailey Hoff (WSP In-house Support). Some updates will be pending field inspection observations under the next task

### **Inspect Post-Construction WQMPs**

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. 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 understands several of these BMPs were self-verified by the developers. WSP staff will confirm that the BMPs were installed. Based on our experience, there may be projects that were not installed per plan, may have been modified, or maintenance hasn't been performed per the WQMP. WSP has worked with private owners to resolve these issues.

#### *Proposed Schedule for Post-Construction WQMP Inspections*

Tasks/Anticipated Approach	Start Date	End Date	Personnel Involved (Notes)
Post-Construction BMP Inspections and Enforcement	1-July	1-Oct	Cailey Hoff (WSP In-house Support) and Mike Lowther. Assumes information is gathered and prepared under the task above. Mike Lowther will assist with confirming issues identified and provide senior support during any enforcement case

### **Compliance with Statewide Trash Provisions**

#### *Program Management*

WSP has 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 have 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 team also has extensive knowledge of preparing city compliance strategies. We have prepared several Trash Provisions Implementation Plans with defined specific actions to be completed by cities. The plans included current progress on program development, including mapped Priority Land Use (PLU) areas and modeled trash generation rate adjustments, catch basin inlet delineated drainages, land use layer updates, preliminary land use substitution findings, and recommendations. The implementation plans are updated for the City to provide a clear picture of the projected trash load remaining. These items are described further below.

## On-Land Visual Trash Assessments (OVTAs)

WSP understands the City's goal of meeting the Track 1 compliance. Because of direct connections on private property (i.e., land areas that drain directly into the MS4 of the City bypassing City municipal catch basins or any Full Capture Systems (FCS) installed to capture trash), OVTAs are one method to improve compliance and still maintain Track 1 compliance through a substitution strategy.



The Bay Area Storm Water Management Agencies Association (BASMAA) developed a trash model that correlates different land uses with Trash Generation Rates (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.

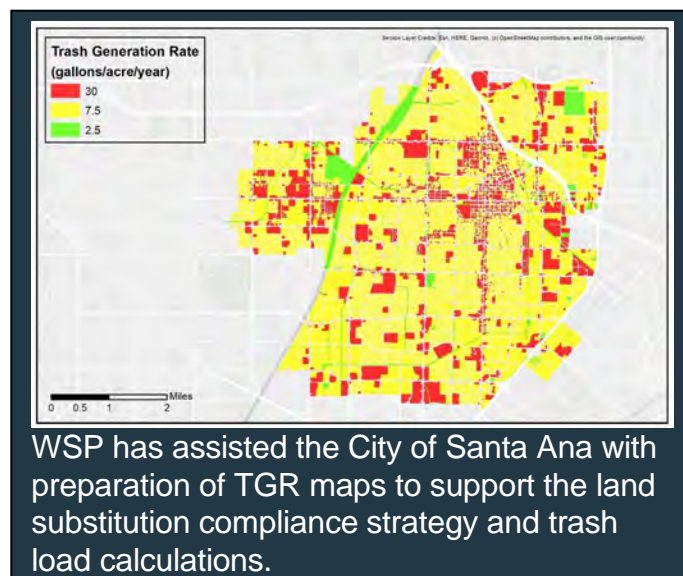
WSP will complete two rounds of OVTA surveys to verify baseline TGRs. Based on OVTA survey results completed for other cities, we believe City land use TGRs will be considerably different than BASMAA modeled TGRs and the OVTAs will reduce the overall compliance trash load. OVTAs require a two-person team. We have assumed the OVTA will occur during the scheduled days for our staff at City Hall and a Public Works inspector can be trained and assist with the inspection. The OVTA survey results will be uploaded into the GIS layer under the following task.

## Trash Provisions Program GIS Layer Updates

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 TGR.

## 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 Orange County Transportation Authority



(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. WSP assumes this task will be completed after the initial assessment using a combination of our in-house support staff and WSP GIS staff.

#### ***Trash Generation Rate Calculations***

WSP will prepare the initial TGR maps for the City and adjust 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 demonstrates there will be no “learning curve” related to this task.

#### ***Proposed Schedule for Statewide Trash Provisions***

Statewide Trash Provisions work will be completed by support staff at City Hall and WSP GIS Support staff based on the following schedule.

Tasks/Anticipated Approach	Start Date	End Date	Personnel Involved (Notes)
GIS Support - Generate Trash Compliance Maps (PLU and TGR) - Assign OVTA Target Areas	1-July	1-Oct	WSP GIS Team
On-land Visual Trash Assessments	1-Oct	1-Feb	Cailey Hoff (WSP In-house Support), City representative
Prepare Compliance Presentations for City managers	1-Feb	30-Apr	Cailey Hoff (WSP In-house Support), WSP GIS (Katelynn Webb), Brent Smith, City representative
Implement Plan based on compliance status	2026	2028	As needed support

#### ***Other Duties as Assigned (As Needed)***

##### ***Respond to Reports of Illicit Discharges and Illicit Connections (ID/IC)***

The City implements a program to actively detect and eliminate illegal discharges and illicit connections 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. WSP staff have been trained using the Orange County Investigation Guidance Manual developed by Orange County Copermittees to provide a consistent approach and 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 and understands the process for investigation, the resources available to assist the City with addressing and eliminating the discharge (i.e., 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. If WSP assistance is requested, we will respond as quickly as possible. Typically, we have the ability to rearrange work assignments and respond within 1-2 hours. While we have staff at City Hall, we'll be able to shift work responsibilities immediately. Additionally, with City staff authorization we can request additional support through the County Water Pollution Response Unit for a timely response and protection of downstream receiving waters.

### **Update the City's Local Implementation Plan (LIP)**

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's support staff at City Hall can complete the LIP update task upon City approval or based on availability while at City Hall.

### **Attendance at Stormwater Permittee General Meetings**

We understand the City may need support attending County/Co-permittee meetings; Ad Hoc Subcommittees such as Local Implementation Plan (LIP)/Program Effectiveness Assessment (PEA), Trash Amendments, or Caltrans Municipal Coordination meetings; SARWQCB/SWRCB meetings, and/or other NPDES related events such as California Storm Water Quality Association (CASQA) quarterly meetings and conferences. We have provided this type of meeting support to the City as well as a number of Orange County cities. We regularly attend technical and regulatory meetings on behalf of our clients and provide feedback/information, as requested. Our extensive experience with the ***TMDL, LIP, regulatory compliance inspections, public education, trash and debris, and water quality monitoring programs*** gives us the ability to translate the technical issues into program recommendations. We are familiar with the challenges that the City may face in managing these various regulatory requirements. We also have the historical background on past requirements that can be critical when making recommendations or proposing changes. When necessary, WSP has provided concise, technically clear written summaries of the meetings and offer our recommendations to the City as part of the deliverable required under this task.

### **Update the City's Water Quality Ordinance**

WSP understands the implications of the new permit. WSP's in-house support has assisted with review of City Water Quality Ordinances. Our staff can also assess the implementation of new inspection fees with the assistance of senior staff. WSP also has experts that have assisted cities with implementation of new stormwater fees.

### **Preparation of Annual Program Effectiveness Assessment (PEA) Report**

WSP's proposed team has assisted cities with the PEA since 2003. Our support has significantly grown since 2003 as the complexities of the permit have expanded along with our role in supporting various City PEA reporting efforts. Our staff has closely worked with many of city departments on

this task. Because of our previous work for the City including the audit support and review of past annual reports, our team will have no learning curve on assisting with this important task.

For this as needed support task, we anticipate having regular meetings and phone calls with the City project manager throughout the PEA reporting process to provide updates in regards to short comings or to provide information on the data gathered. WSP's team also anticipates changes to the PEA templates to include the trash amendment requirements once the new MS4 permit is adopted. Our team's involvement with the trash provisions will ease the burden on the City staff by planning ahead to address future compliance and reporting requirements. WSP assumed we will continue to complete Section 9, Existing Development under the task above.

### **Ensure Compliance with Senate Bill (SB) 205 / 891**

Senate Bill 205 (SB205) was signed by Governor Gavin Newsom on October 2, 2019 and became effective January 1, 2020. SB205 added sections 16000.3 and 16100.3 to the Business and Professions Code and section 13383.10 to the Water Code, and requires a person applying to a city or county for a new or renewed business license to demonstrate enrollment in a National Pollutant Discharge Elimination System (NPDES) storm water permit, if such a permit is required. Senate Bill 891 (2022) effective January 1, 2023, amends sections 16000.3 and 16100.3 of the Business and Professions Code, and amends Sections 13260 and 13383.10 of the Water Code, to include applications for new or renewed "instruments or permits equivalent to business licenses."

For the City, SB205/891 is handled by Finance and Planning Departments. Prior to the issuance or renewal of a business license, applicants complete a SB205 form and City determines whether any of the primary Standard Industrial Classification (SIC) codes provided by the business are potentially regulated by the NPDES General Permit for Storm Water Discharges Associated with Industrial Activities (Industrial General Permit). SB205 requirements have been added to the draft MS4 permit including a new semi-annual reporting requirement. While SB205 is not part of the current MS4 permit, the requirements have been discussed during some of the other City audits.

For this scope of work, WSP will review the City's process for complying with SB205/891, assist with any changes needed to comply with the future requirements, develop a training program for City staff, and will complete one training for the City's team responsible for implementing the requirements under SB205/891.

## **D. Qualifications & Experience of the Firm**

### **Construction Management Services Relevant Experience**

In addition to the relevant experience, qualifications, and technical expertise managing stormwater programs, WSP has more than 20 local professionals supporting construction storm water permitting and construction management services. We have been providing these services to both public and private sector clients throughout southern California for over 30 years. Over the past two decades our capability to provide these services has been built on securing contracts with many notable clients such as John Wayne Airport, SDG&E, Imperial Irrigation District, San Diego International Airport, Caltrans, US Naval Facilities Command Southwest Division, Ports of San Diego and Long Beach, Panoche Valley Solar Plant, Los Angeles Engineering Inc., cities of Anaheim, Santa Ana and National City and County of Los Angeles. Our staff routinely review construction compliance documents such as SWPPPs, ESCPs, and WPCPs. We have QSD/QSPs available to lead inspections and have a reputation for swift responses to meet client needs.

Our approach to providing construction management services is to be proactive and establish expectations with developers and contractors early in the construction process. We intend to work closely with public works staff and building inspectors based on City needs under any construction management project. We have found that clear and upfront communication with private developers helps properly address and corrections needed in a timely manner.

### Organization's Qualifications

WSP's stormwater compliance and water quality professional services are a core capability. WSP believes our detailed proposed work plan described above, example projects below, and references demonstrate our commitment to providing high-quality, efficient services for NPDES program management and inspection services and make WSP uniquely qualified to continue our work with the City.

### Corporation Information

WSP USA Inc.  
One Penn Plaza, 4th Floor  
New York, NY 10119

Andrew J. Lynn Vice President WSP USA Inc. <a href="mailto:Andrew.Lynn@wsp.com">Andrew.Lynn@wsp.com</a> ;	Hillary Jassey Secretary WSP USA Inc. <a href="mailto:Hillary.Jassey@wsp.com">Hillary.Jassey@wsp.com</a>
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State of Incorporation: New York  
Date of Organization: 1883

### Local Office Information

WSP USA Inc.  
3560 Hyland Avenue  
Costa Mesa, CA

*Length of Time Performing Similar Services to Orange County Cities: **22 years***

## List of Current Contracts & References

Agency Name	Contact Person	Description of Services Provided and Length of Service
City of Santa Ana	Craig Foster NPDES Manager 714-647-5659 cfoster@santa-ana.org	NPDES Compliance Services: Inspections, Trash Amendments Planning, TMDL Compliance, illegal discharges and illicit connections, Annual Reporting  Length of Service: 21 Years
City of Anaheim Public Works Administration	Keith Linker, PE, CPSWQ, QSD Principal Civil Engineer klinker@anaheim.net 714-765-4141	NPDES Compliance Services: Inspections, Trash Amendments, illegal discharges and illicit connections, Annual Reporting  Length of Service: 22 Years
City of Laguna Niguel	Jeremy Hohnbaum Engineering Services Manager 949-362-4317 jhohnbaum@cityoflagunaniguel.org	Program Management, Meeting Support, Technical Advisor (Bacteria TMDL, Trash Amendments Planning), Special Studies, Grant Administration, Plan Check Services, Wetlands Program Management, LIP/WQIP Annual Reporting  Length of Service: 9 Years
City of Irvine	Thomas Lo Community Development Officer 949-724-6315 tlo@cityofirvine.org	Program management; trash amendments  Length of Service: 4 years
City of Costa Mesa	Seung Yang City Engineer 714-754-5633 Seung.yang@costamesaca.gov	Program management, industrial / commercial; audit support  Length of Service: 18 years

*Table lists project experience covers numerous examples of the projects similar in scope, complexity, and regulatory compliance implications as would be expected by the City.*

[illegible]

## List of Similar Projects within Last 5 Years & Project Descriptions

### 1 **NPDES Program Support Services, City of Costa Mesa** **Project Location:** Costa Mesa, CA

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



Municipal Fixed Facility Inspection  
 - WSP completed an inspection of the City's fire station.

Agency or Client Name	Client Contact Information	Period of Performance	Engineering Fee
City of Costa Mesa, Public Works Department	Seung Yang, PE City Engineer <a href="mailto:Seung.yang@costamesaca.gov">Seung.yang@costamesaca.gov</a> 714-754-5633	2007-present	\$45,000 / year
Key Personnel (Including Project Manager)		Task Relevancy	
Brent Smith (Project Manager), Mike Lowther, Ellen Smith, Kevin Herring		Similar in scope, size, and complexity to City's RFP	

### 2 **Industrial/Commercial and As-Needed NPDES Program Support Services, City of Santa Ana** **Project Location:** Santa Ana, CA

**Project Description:** WSP supports the City with a range of technical services related to the Santa Ana RWQCB-issued MS4 permit, including:

1. Commercial, industrial, and municipal inspections
2. Database management
3. WQMP O&M inspections
4. Trash amendments policy Track 1 program
5. Construction support
6. TMDL technical advisory services
7. PEA annual reporting assistance
8. As-needed services, including environmental engineering, storm water sampling, Copermittee meetings, grant application assistance, and source investigations



WSP has performed more than 15,000 industrial/commercial inspections for the City with zero safety incidences and has a record of success for providing high quality work.

Since 2004, WSP has been supporting the City with their NPDES program. As the MS4 permit requirements grew in complexity and volume, our services evolved – starting with the commercial-industrial inspection program and moving to additional subjects, such as municipal facilities, WQMPs, trash provisions, TMDL regulatory support, public complaint investigations, and, for a short period of time, we served as the interim NPDES Program Manager.

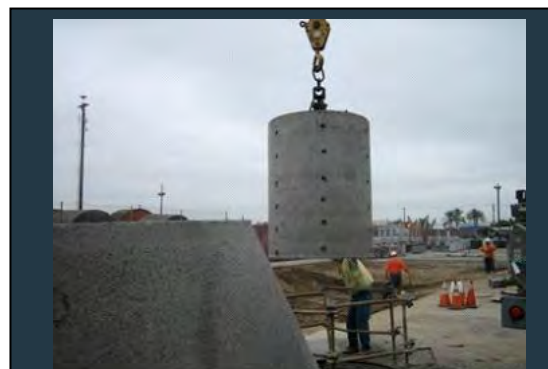
Agency or Client Name	Client Contact Information	Period of Performance	Engineering Fee
City of Santa Ana Public Works Administration	Craig Foster NPDES Manager <a href="mailto:Cfoster@santa-ana.org">Cfoster@santa-ana.org</a> 714-647-5659	2004-present	\$350,000 / year
Key Personnel		Task Relevancy	
Brent Smith (Project Manager), Mike Lowther, Kacen Clapper, Ted Von Bitner, Ellen Smith, Cailey Hoff		Similar in scope, size, and complexity to City's RFP	

### 3 As-Needed NPDES Program Support Services, City of Anaheim

**Project Location:** Anaheim, CA

**Project Description:** WSP supports the City of Anaheim with similar MS4 permit support as the City including:

1. Municipal inspections
2. Industrial/Commercial Program Management
3. Inspection database management
4. WQMP verification and O&M inspections
5. Trash amendments policy Track 1 program development
6. Orange County Transportation Authority (OCTA) M2 Project X Environmental Cleanup Program (ECP) Tier 1 Grant Support since 2016
7. OVTA assessments
8. PEA annual reporting assistance
9. Environmental engineering
10. Storm water sampling
11. Grant application assistance
12. Source investigations
13. Training



WSP performed BMP inspections to verify constructions sites were built per plan.

Client testimonial from a recent inspection: "Exceptional work, as always Mike!!! Not honestly sure what we would do without your support."  
Keith Linker, February 2, 2021

Similar to the City, our services started with the commercial-industrial inspection program. Our team inspected thousands of businesses each year for the City. WSP now manages this program for Code Enforcement. Our NPDES program support has evolved into additional subjects, such as municipal facilities, WQMPs, and trash provisions. WSP has assisted with grant support for installation of hundreds of connector pipe screen (CPS) devices. WSP has provided engineering support including reviewing engineering plans for large regional storm drain improvement projects

and has assessed the feasibility for trash capture associated with the Chantilly Storm Channel and Burris Basin Regional Project. WSP participated and led several stakeholder meetings with Caltrans and Orange County Water District.

Agency or Client Name	Client Contact Information	Period of Performance	Engineering Fee
City of Anaheim Public Works Administration	Keith Linker, PE, CPSWQ, QSD Principal Civil Engineer <a href="mailto:klinker@anaheim.net">klinker@anaheim.net</a> 714-765-4141	2003-present	\$300,000 / year
Key Personnel		Task Relevancy	
Brent Smith (Project Manager), Cailey Hoff, Mike Lowther, Kacen Clapper, Ted Von Bitner, Ellen Smith, Katelynn Webb		Similar in scope, size, and complexity to City's RFP	

## 4 Laguna Niguel Urban Runoff Improvement Program

Laguna Niguel, CA

**Project Description:** Stormwater Compliance Services

**WSP Scope of Work:** WSP has provided Storm Water Compliance technical support to the City's Public Works Department since 2016 including serving in an Environmental Programs management role for the City since June 2021. Through this experience we have developed insights into daily program activities and important areas of support need. Building on this knowledge our work plan approach is based on key service areas:

1. Program Management
2. Program Implementation
3. TMDL and WQIP Technical Consultation
4. Meeting Support and Public Education
5. Project Planning and Grant Administration
6. Program Reporting
7. WQIP Focused Special Studies

In the past years of service to the City, WSP staff supported a number of efforts that provide high profile recognition to the City and its commitment to environmental programs. In 2022, the City received a Best Award from the American Public Works Association related to the Salt Creek Wetland Mitigation Project. In 2020, WSP started a dry weather flow reduction special study for the City to address WQIP-related goals and this work has led to successfully reducing dry weather flows into the MS4 in support of the Unnatural Water Balance and Pathogen Health Risk High Priority Water Quality Conditions

Agency or Client Name	Project Developer	Period of Performance	Engineering Fee
City of Laguna Niguel, Public Works Department	Kathy Nguyen, Program Manager	Not Applicable	\$383,000 over 5 years
Key Personnel (Including Project Manager)		Task Relevancy	
Kacen Clapper (Project Manager), Theodore Von Bitner (Principal), Brent Smith, Mike Lowther, Ellen Smith, Lijun Xi		Similar in scope, size, and complexity to City's RFP	

## E. Financial Capacity

WSP average revenue over the past three years exceeds \$1.9-billion, with the expectation of continued growth, and access to funding from its ultimate parent entity, WSP Global Inc. As such, WSP USA is financially stable and has the necessary resources both human and financial to provide the services at the level required by the City of Costa Mesa. WSP has the financial capacity to fully perform the required services, including provision of equipment and personnel expenses. The last three years of reports can be found here: [Reports & Filings](#)

## F. Key Personnel

WSP USA realizes that the success of a project relies heavily on the individual team members' capabilities and experience. WSP USA's team includes certified, experienced planners and seasoned professional engineers, resource specialists, and managers with decades of experience in Southern California. Our key personnel for this assignment were selected because they have demonstrated a successful track record with the service areas requested by the City. WSP USA's key personnel are qualified to perform the specific consulting services requested by the City.

The figure on the following page is our proposed organization chart. Following the figure are brief biographies of our key proposed project team. Table 1 highlights the staff who will be working on the project along with a percentage of each individual's time devoted to the project.

Detailed resumes for staff within our key project team are provided in **Appendix B** (resumes excluded from Appendix B will be available on request). Key personnel will be available to the extent proposed for the duration of the project and no key team members will be removed or replaced without prior agreement by the City. Information on our proposed team is provided below.

**Ted Von Bitner, PhD – Principal in Charge:** Dr. Von Bitner has more than 20 years of experience in environmental science and program management of water quality-related compliance programs for various city and county level government agencies. Ted will serve as the task manager for many of the as-needed support tasks including trash provisions and TMDL support tasks. Ted specializes in MS4 program implementation. His experience includes helping a number of southern California municipal agencies to complete program evaluations to translate technical findings into management level decision information. Ted has helped city and county agencies to conduct in-depth program re-evaluations to identify regional water quality priorities, reorganize and reprioritize agency resources to improve program effectiveness, and provide technical consulting services to extract management level information from compliance-based programs to develop strategic watershed BMPs.



*Education:* Ph.D., Inorganic Chemistry, University of California, Los Angeles, 2001; B.S., Chemical Physics, University of California, San Diego, 1995

**Brent Smith, ToR, QISP, CPESC, QSD/QSP – Project Manager; Database Management; Construction General permit Support and/or Construction Site Inspections; Future MS4 Permit Support; Training:** Brent will be the project manager for this project. He has 23 years of experience providing environmental compliance consulting. In addition, he has managed numerous projects in Orange County and throughout southern California involving municipal NPDES permit compliance and inspections of industrial/commercial sites. He has successfully



managed the work described in the RFP for Santa Ana, Anaheim, and Costa Mesa. Brent understands the regulatory framework in Orange County and has conducted several Core Competencies workshops. He has been actively involved in the development of municipal and IGP-related training programs. Brent has extensive experience with BMP effectiveness evaluations; BMP recommendations and compliance strategies; flow measurement and sampling system design; sampling and analysis; data review; NPDES permit compliance; TMDL support; grant funding support; program development; trash provisions support; and development of training programs. Brent is currently the project manager for compliance programs for several large municipalities in Orange County (including Santa Ana) and storm water programs for large industrial facilities, such as John Wayne Airport.

*Education:* BS, Environmental Science, University of California, Santa Barbara

*Registrations:* IGP ToR, 2015; QISP, Reg. No. 115, 2015; QSD/QSP, CASQA Reg. No. 1105, 2011; Certified Professional in Erosion and Sediment Control (CPESC), Reg No. 5585

**Michael Lowther, ToR, QISP, CPESC, QSD – NPDES Compliance Inspector; Construction General Permit Support and/or Construction Site Inspections; WQMP Inspections; Municipal Facility Inspections, FSE, IDIC, and Source Investigations; Municipal, FSE, IDIC Inspections; Storm Water Sampling and Analysis:**



Mike has 20 years of extensive experience with industrial and municipal NPDES permitting requirements, including Orange County's MS4 Permit. Mike has worked with the City since 2004 and is intimately familiar with the City's expectations and requirements for this contract. He has also worked with numerous other Orange County cities. His responsibilities as task manager include overseeing the field training program and documenting that each inspector has met the core competencies training program before the inspector performs solo inspections. Mike also reviews each inspection record as part of our quality control/quality assurance/quality control (QA/QC) program.

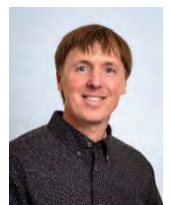
Mike has assisted numerous dischargers with compliance under the IGP. He has experience evaluating and developing storm water management programs and providing annual training seminars to comply with the IGP. In addition, he has written and evaluated Storm Water Pollution Prevention Plans (SWPPPs) for a variety of industrial facilities that include sulphur processing, clay mining, oil field drilling, aerospace manufacturing, automotive dismantling, scrap metal/paper/plastic processing, chemical manufacturers, wineries, paint manufacturers, airports, schools bus maintenance shops, marinas and boatyards. Mike also has extensive experience performing treatment control verifications and operation and maintenance (O&M) inspections under the land development program.

*Education:* BS, Environmental Eng., California Polytechnic State University, San Luis Obispo

*Registrations:* IGP ToR, 2016; QISP, Reg. No. 159, 2016; QSD/P for SWRCB Region 8, Scrap Metal Recycling, SM-QSD-005, 2012, CPESC, Reg No. 6187, 201

**Kacen Clapper, CPSWQ – Statewide Trash Provisions Support; Watershed Management Plans and TMDL Support:**

Kacen provides 23 years of expertise in the environmental field including more than 16 years working on storm water and surface water quality programs for a public agency. His experience includes conducting storm water compliance programs, managing several bacterial TMDL programs, and GIS analysis work related to environmental impact assessment, surface water quality, and storm water regulation, including the trash provisions. Kacen has extensive experience with GIS web and field applications, project management, hazardous materials investigations, environmental



response to spills, storm water inspections of industrial and commercial facilities, post-construction BMP inspections, and Illicit Connection / Illegal Discharge (ID/IC) pollution response.

*Education: M.S., Environmental Studies, University of California, Fullerton, 2001; B.S., Ecology and Evolutionary Biology, University of Connecticut, 1996*

**Kerri Gannon, PE, QSD – Technical Lead:** Ms. Gannon has broad civil engineering and project management experience. She currently provides drainage and stormwater services in the areas of conceptual planning, final design and review for existing and proposed municipal systems. She is currently working with the Port of Long Beach, the San Diego County Regional Airport Authority, the County of San Diego, and the Navy on a variety of projects that include hydrologic/hydraulic analyses, stormwater conveyance and management design, erosion control design, preparation of plans, specifications, and estimates (PS&E), construction-phase support services and stormwater report review. Her expertise also includes stormwater technical studies, CEQA/NEPA review, and QA/QC reviews.



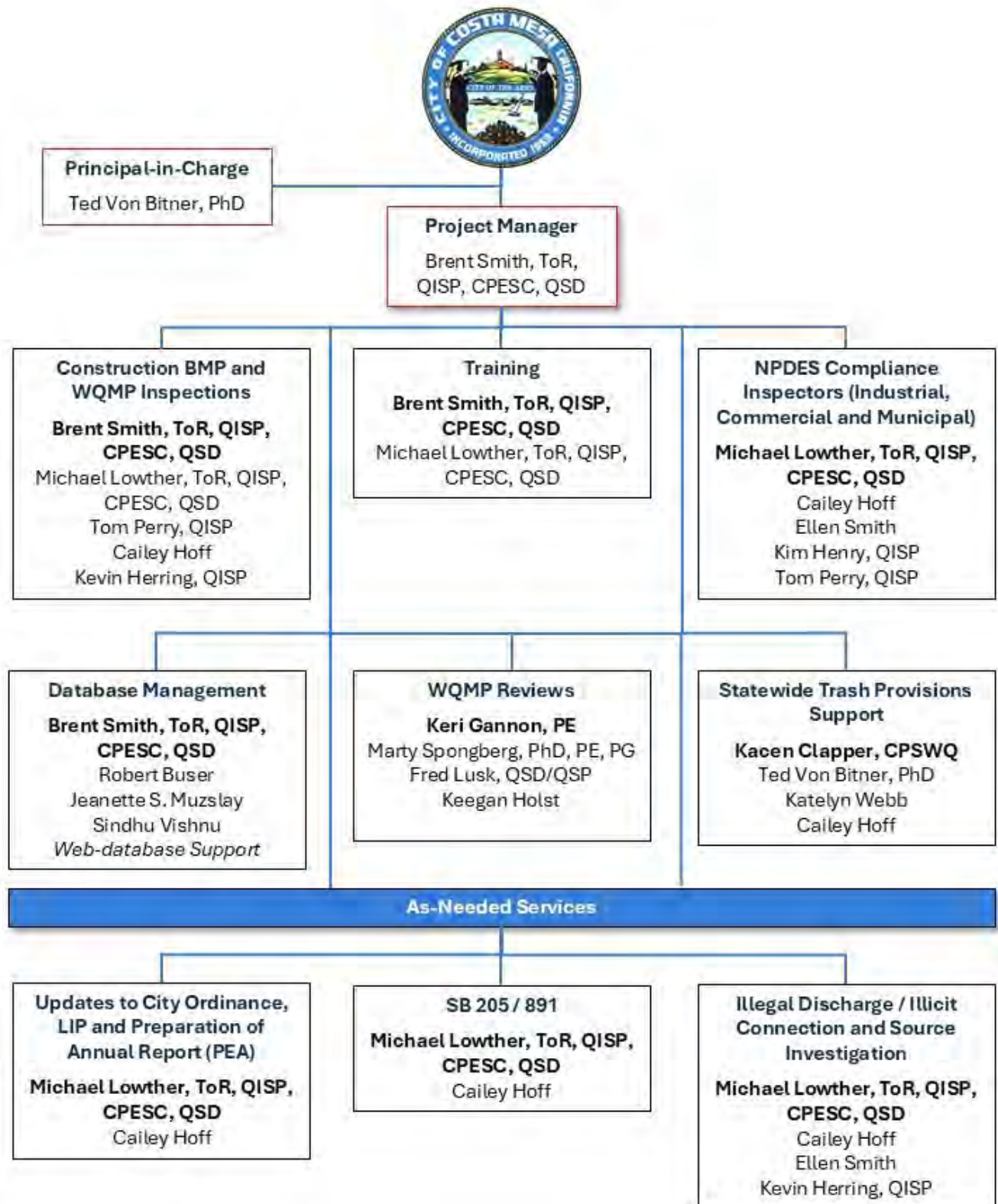
*Education: BS, Civil Engineering, Bucknell University, 2002.*

*Registrations: PE Civil, CA No. 68877*

***See these individuals on our organization chart on the next page.***

## Organizational Chart

WSP USA's organization chart reflects the titles of key staff and management contacts of each individual assigned to provide services under this proposal. Our team has successfully implemented the contract scope of work on similar assignments in each of the service areas identified by the City.



**Appendix A.**  
**Key Personnel Resumes**  
*(Not included in 25 page limit for proposal)*

## Years experience

22

## Education

PhD, Chemistry,  
UCLA, 2001

BS, Chemical  
Physics, UCSD,  
1995

## Licenses/ Certifications

Certificate of  
Achievement Real  
Estate (2022)

Certified Project  
Manager (2013)

## Professional Memberships

CASQA

Mentor Collective

SF Bay Area  
Trash Technical  
Advisory  
Committee (2023-  
2028)

Statewide Trash  
Monitoring  
Methods Technical  
Advisory  
Committee (2020)

## Office location

Costa Mesa, CA

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Dr. VonBitner has 22 years of environmental science and program management of NPDES and TMDL compliance programs of various city, county, and state level government agencies. Primary professional responsibilities include project management for multiple state and local government clients and providing technical advisory services on specific priority issues. His experience has included managing City agency level Jurisdictional Runoff Management Programs, NPDES and TMDL program implementation, developing and performing regulatory compliance inspection programs, and providing community outreach and education.

## **RELEVANT EXPERIENCE**

**City of Dana Point, Stormwater Program Technical Support Services, Dana Point, CA: Project Manager (July 2017 to Present).** In 2017, WSP was contracted by the City to provide as-needed NPDES and TMDL stormwater program consultancy support. Services to the City cover a wide range of topics including development of regulatory compliance implementation plans for the statewide Trash Amendments policy, reviewing and updating structural treatment control device inventories, water quality inspections, preparing comments letters on proposed regulations, performing technical assessments of water quality data to inform the City on regulatory compliance status, and working with City staff to develop implementation strategies for the Bacteria TMDL program compliance.

**City of Santa Ana, Stormwater Program Technical Support, Santa Ana, CA: Interim NPDES Program Manager and Technical Lead (December 2017 to Present).** WSP's services were contracted beginning in December 2017 to provide interim NPDES Program Management assistance in response to staffing shortages at the City. Support included activities related to general implementation of NPDES program such as TMDLs, statewide Trash Amendments, the Integrated Regional Watershed Management Program, reviewing program budgets, providing regulatory guidance and program implementation recommendations, performing inspections, and meeting with members of the public. Additional project activities have included assisting the City with grant-funding for structural treatment control systems.

**City of San Juan Capistrano, NPDES Jurisdictional Runoff Management Program, San Juan Capistrano, CA: Project Manager (March 2015 to Present).** WSP supports the City's jurisdictional runoff management program under the San Diego MS4 Permit. Project activities include managing the work of support staff, performing regulatory compliance inspections for commercial, industrial, municipal, and residential management areas; responding to public

complaints, preparing administrative enforcement letters to HOA management and private property owners, managing inspection programs and structural BMP inventories, reviewing WQMPs for Priority Development Projects, and developing technical guidance for Department Directors and Executive Managers. Additional project activities include developing an equestrian facility regulatory compliance inspection program, supporting public works with the Bacteria TMDL and CHWSRS programs, conducting MS4 outfall investigations, and JRMP updates.

**Years experience**

25

**Education**

BS, Environmental  
Science, University of  
California Santa  
Barbara, 1999

**Professional  
Registrations/  
Certifications**

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

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

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

**Office Location**

Costa Mesa, CA

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Mr. Smith is a principal scientist with more than 25 years of experience providing environmental compliance consulting for a wide variety of projects and clients. Mr. Smith has helped many clients comply with NPDES regulations and permitting, including municipal, industrial, construction, and de minimus permits. Mr. Smith has assisted hundreds of industrial facilities with all aspects of industrial permit compliance, is a Compliance Group Leader, and has been a technical expert for several dischargers that have faced regulatory enforcement actions. Mr. Smith has also assisted several facilities with other compliance programs including Spill Prevention Control and Countermeasure (SPCC) Plans, Facility Response Plans (FRPs), Hazardous Materials Business Emergency Plans (HMBEPs), and industrial wastewater permitting.

**RELEVANT EXPERIENCE**

**Municipal NPDES Programs, Orange County, California.** Mr. Smith is the Project Manager for several City NPDES compliance programs including Anaheim, Santa Ana, Costa Mesa, and Irvine. Mr. Smith has assisted with implementation of several aspects of the Phase I MS4 Permit, including development and implementation of industrial and commercial inspection programs with approximately 2,500 industrial and commercial facilities annually. Inspections involve evaluation of BMPs, distribution of educational materials to businesses, issuance of enforcement, and re-inspections for facilities that were found to be non-compliant. Inspections are performed in accordance with Local Implementation Plans, water quality ordinances, and the Phase I MS4 Permit issued by the Santa Ana RWQCB. Mr. Smith has assisted with the Significant Redevelopment Programs including review of WQMPs and performing thousands of field verifications and operation and maintenance inspections of structural treatment control BMPs. Mr. Smith has provided annual report assistance; support during several regulatory audits from both U.S. EPA and the Santa Ana RWQCB; provided trainings to staff on topics such as NPDES permit compliance, Construction General Permit compliance, industrial/commercial NPDES inspections, and Post-Construction Structural BMP inspection programs; assisted with grant funding requirements including grant application preparation and completion of the grant requirements such as progress reporting and monitoring programs; and development and implementation of trash provisions program requirements.

**NPDES Program Compliance, John Wayne Airport, Orange County, CA.** Mr. Smith assisted the airport with regulatory program compliance tasks, including industrial stormwater, construction, and MS4 permit compliance; SPCC and HMBEP updates; wastewater permitting; and

emergency response. Industrial stormwater permitting support included preparing and implementing the airport's SWPPP, preparing Exceedance Response Actions Level 1 and 2 reports, assisting with planning support related to the Total Maximum Daily Load (TMDL) Numeric Effluent Limitations (NELs) and Time Schedule Order (TSO), assisting feasibility studies and conceptual plans for managing stormwater, assisting with stormwater drainage studies, and completing several tasks for the airport's General Aviation Improvement Project (GAIP). Feasibility studies and conceptual planning included the review of discharging stormwater to the sanitary sewer, evaluating stormwater re-use at the central utility plant, advanced treatment, and no exposure certification assessments. For the GAIP, Mr. Smith was part of the selection committee for selecting the Fixed Based Operators and reviewed the design plans for compliance. Mr. Smith has also provided storm water and SPCC training to airport operations, maintenance department, fire department, and airport tenants with approximately 200 employees trained annually. Mr. Smith managed several other regulatory programs including the review of Water Quality Management Plans and inspection programs on post-structural treatment controls to support the airport's significant re-development program. Mr. Smith managed the airport's SPCC compliance program and assisted with revisions to the SPCC plan. The SPCC-related inspections included checking the foundation, piping, containment system, and response equipment. Mr. Smith has reviewed compliance documentation associated with ASTs and underground piping managed by the airport's fueling contractor.

**Industrial General Permit Support, Statewide, California.** Mr. Smith has assisted hundreds of industrial facilities with all aspects of the Industrial General Permit compliance programs. Industrial facilities supported includes active and inactive landfills, transfer and hauling facilities, oil and gas producers, ready-mix concrete and asphaltic concrete plants, mines, airports, ports, railway depots, automobile recyclers, glass recyclers, battery recyclers, paint manufacturers, chemical batch processors, wineries, juice product packagers, school districts, truck maintenance and fueling operators, scrap metal recyclers, foundries, and concentrated animal feeding operations (CAFO). Mr. Smith's support has included preparing SWPPPs, Ad Hoc Reports, Annual Reports, Exceedance Response Actions, Water Quality Based Corrective Actions, Time Schedule Orders, and monitoring programs. Mr. Smith is a Compliance Group Leader under the industrial general permit for multiple school district bus yards and has been a technical expert for several dischargers that have faced regulatory enforcement actions.

**IGP Reporting and Training, Kern County Waste Management, Multiple Landfill and Transfer Station Sites, Kern County, CA.** Mr. Smith is the Project Manager for the County's NPDES compliance program. Mr. Smith has assisted Kern County with IGP compliance at multiple landfills, recycling centers, and transfer stations throughout the County. Services performed include performing site assessments; training County staff annually; making recommendations for BMP implementation; preparing and revising SWPPPs; analyzing collected data; assistance with annual reporting; preparing ERA Level 1 and 2 reports, and assisting with a Notice of Non-Applicability (NONA) report for the Taft Sanitary Landfill that resulted in an IGP exemption for the facility.

**Years with WSP**

18

**Years total**

18

**Education**

BS, Environmental  
Engineering,  
California  
Polytechnic State  
University

**Licenses/  
Certifications**

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

Certified  
Professional in  
Erosion and  
Sediment Control,  
6187

Qualified Storm  
Water Pollution  
Prevention Plan  
Developer for the  
Scrap Metal Permit,  
Order No. R8-2012-  
0012, Certificate #  
SMQSD-001

**Office location**

Costa Mesa

Mr. Lowther has 18 years of professional experience evaluating and developing stormwater management programs and providing annual training seminars to comply with the NPDES Industrial General Permit (IGP). He has written and evaluated SWPPPs for a variety of facilities with industrial activities that have included sulphur processing, clay mining, oil field drilling, aerospace manufacturing, automotive dismantling, scrap metal/paper/plastic processing, chemical manufacturers, wineries, paint manufacturers, airports, schools bus maintenance shops, marinas and boatyards. Mr. Lowther has completed several thousands of municipal/industrial/commercial/construction inspections on behalf of municipalities in Orange County to comply with Phase I MS4 permits. He has extensive experience performing post-construction WQMP stormwater treatment control BMP inspections on behalf of municipalities to verify that BMPs are installed and maintained as proposed in the WQMPs. Mr. Lowther also has extensive experience training WSP and municipal personnel to complete industrial, commercial, municipal, construction, and post-construction WQMP inspections.

***RELEVANT EXPERIENCE (CHRONOLOGICAL ORDER)***

**City of Santa Ana, Municipal NPDES Program, Santa Ana, CA: Compliance Inspector. (2011- Present).** Mr. Lowther has assisted the City of Santa Ana with implementation of an industrial and commercial NPDES inspection program that includes inspections at approximately 1,000 industrial and commercial facilities each year. He has audited facilities for compliance with Santa Ana Regional Water Quality Control Board stormwater requirements including an evaluation of current business practices, potential discharges generated by the facility and recommendations for BMP interim actions. Tasks also included enforcement, as necessary, including writing notices of violation.

**City of Anaheim, Municipal NPDES Program, Anaheim, CA: Compliance Inspector. (2003 – Present).** Mr. Lowther has served as senior NPDES Compliance Inspector responsible for investigating various NPDES-related complaints and audited facilities at industrial and commercial sites for compliance with Santa Ana Regional Water Quality Control Board stormwater requirements. Audits included evaluation of current business practices that involved potential discharges generated by the facility and recommendations for BMP interim actions. He has completed hundreds of verification and operation and maintenance

inspections of structural treatment control BMPs. Mr. Lowther has provided in-class and in-the field training for code enforcement officers to complete WQMP operation and maintenance inspections of structural treatment control BMPs. Mr. Lowther routinely assists the City with providing simple solutions to correct design issues observed in the field and assists the City with construction-related inspections.

**Years with WSP**

8

**Years total**

25

**Education**

MS, Environmental  
Studies, California  
State University,  
Fullerton, 2001

BA, Ecology and  
Evolutionary Biology,  
University of  
Connecticut, 1996

40 Hour HAZWOPER  
Training, 2008

**Licenses/  
Certifications**

Certified Professional  
in Storm Water  
Quality, Number 1139

**Professional  
Memberships**

CASQA

**Office location**

Costa Mesa, CA

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Mr. Clapper is a Certified Professional in Storm Water Quality (CPSWQ) and provides 25 years of expertise in the environmental field including over 11 years working on storm water and surface water quality NPDES programs for a public agency. He has supervised the Orange County Public Works internal storm water compliance section, managed several bacterial Total Maximum Daily Load (TMDL) programs, led mass emission program water quality and flow monitoring activities, and currently provides technical support to multiple local agencies in stormwater program implementation and Geographic Information System (GIS) spatial data development and analysis. His areas of expertise include Phase I Municipal Separate Storm Sewer System (MS4) permit implementation under both the San Diego and Santa Ana Water Boards, bacteria TMDL program implementation, pollutant source investigation, and compliance with the statewide Trash Amendments. In addition, Mr. Clapper recently served as co-chair for the California Stormwater Quality Association (CASQA) Policy and Permitting Subcommittee helping to lead discussions and comment development on new and potential precedent setting changes in stormwater regulations.

**RELEVANT EXPERIENCE (CHRONOLOGICAL ORDER)**

**Orange County Public Works, Horno Creek Dry Weather Flow Investigation, Ladera Ranch, CA: Project Manager. (June 2021 – Present).** Mr. Clapper is the project manager for a multiyear special study focused on dry weather flow reduction and the identification and elimination of over-irrigation and other controllable non-storm water flows in the unincorporated Ladera Ranch community of Orange County. Project work has included subdrainage mapping, dry weather flow investigation work plan development, the deployment of flow monitoring equipment at three outfall locations, and dry weather flow reconnaissance during peak flow hours to identify controllable non-stormwater discharges such as over-irrigation. Identified flow sources are referred to Orange County Public Works for focused outreach and education efforts and to the Ladera Ranch homeowners association to address common area irrigation deficiencies.

**City of Laguna Niguel, Storm Water Compliance Technical Support, Laguna Niguel, CA: Project Manager. (July 2017 - Present).** Mr. Clapper is currently the project manager for storm water compliance technical support services to the City of Laguna Niguel including overall management of the City's Environmental Programs. Components of technical support include Local Implementation Plan/Jurisdictional Runoff Management Program (LIP/JRMP) and Water Quality Improvement Plan (WQIP) implementation and reporting, bacteria TMDL compliance support, wetlands program implementation, and other MS4 permit compliance related support. Project activities have included updates to the City's LIP/JRMP to reflect new MS4 permit requirements, development of a Track 2 implementation plan for compliance with the statewide Trash Amendments,

development of MS4 outfall dry weather flow investigation work plan and implementation of a multiyear pilot study in cooperation with Moulton Niguel Water District, conducting a Bacteria TMDL related Comprehensive Human Waste Source Reduction Strategy (CHWSRS) work plan area of investigation study, municipal facility WQMP post-construction BMP inspections, environmental compliance project management oversight of a Salt Creek wetlands restoration project, securing an Orange County Transportation Authority (OCTA) grant for trash capture BMPs, and development of MS4 permit annual reporting submittals.

**City of Laguna Beach, Water Quality Program Technical Support, Laguna Beach, CA: Project Manager. (June 2018 – January 2023).** Mr. Clapper was the project manager and lead analyst performing all data analysis and development of a state Trash Amendments compliance plan for the City of Laguna Beach and assisting the City implementation of south Orange County Water Quality Improvement Plan (WQIP) program requirements. A conceptual Track 2 plan was developed for the City and baseline trash visual assessment surveys were conducted to further refine additional measures needed for compliance. Data analysis included using GIS software to define priority land use areas, model trash generation rates, and refine drainage area delineations to existing BMPs. WQIP implementation assistance has included technical support in bacteria TMDL compliance and assisting the City with Heisler Park Area of Special Biological Significance (ASBS) Compliance Plan annual reporting.

**Orange County Public Works, OC Watersheds Program, Orange County, CA: Section Supervisor, Program Manager, Field Lead. (August 2005 – January 2017) Previous Employer.** The County of Orange's OC Watersheds program directs NPDES compliance programs as both a lead permittee conducting MS4 permit program development, monitoring, and reporting through a cost-share on behalf of Orange County cities, and as an individual permittee representing County jurisdictional areas. During his time at the County, Mr. Clapper served in several OC Watersheds program roles including: a monitoring program lead, a hydrology and GIS data analyst, a bacteria TMDL program manager, and as chief of the County's Internal Storm Water Compliance Section managing the County's JRMP for unincorporated areas and the Orange County Flood Control District. Notable program efforts included development of bacteria TMDL required Comprehensive Load Reduction Plans for the Aliso Creek and San Juan Creek Watersheds and leading the County's JRMP MS4 permit annual reporting involving the coordination of multiple County departments and agencies and reporting under two separate permits.

**Years with WSP**

7

**Years total**

21

**Education**

BS, Civil  
Engineering,  
Bucknell University,  
2002

**Professional  
Registrations**

PE, Civil, CA,  
68877

**Licenses/  
Certifications**

Construction  
General Permit  
Qualified SWPPP  
Developer, 22492

**Office location**

San Diego

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Ms. Gannon has broad civil engineering and project management experience. She currently provides drainage and stormwater services in the areas of conceptual planning, final design and review for existing and proposed municipal systems. She is currently working with the Port of Long Beach, the San Diego County Regional Airport Authority, the County of San Diego, and the Navy on a variety of projects that include hydrologic/hydraulic analyses, stormwater conveyance and management design, erosion control design, preparation of plans, specifications, and estimates (PS&E), construction-phase support services and stormwater report review. Her expertise also includes stormwater technical studies, CEQA/NEPA review, and QA/QC reviews.

***RELEVANT EXPERIENCE (CHRONOLOGICAL ORDER)***

**San Diego Regional Airport Authority, Water Quality Equivalency Credit Trading Document, San Diego, CA: Technical Lead. (2021-Present).** Ms. Gannon led development a Water Quality Equivalency (WQE) Credit Trading Framework for the San Diego County Regional Airport Authority (SDCRAA) with the purpose of providing a framework for implementing water quality credit trading at San Diego International Airport (SAN). This Framework relies on the previously developed SDCRAA's BMP Design Manual for Permanent Site Design and the WQE Guidance Document as a basis for outlining the methods that project applicants, and the SDCRAA, can use to bank, track and trade water quality credits for development projects within the SAN jurisdiction. WSP researched other jurisdictional (local and national) guidance on the tracking of water quality credits to complete the development of the Framework, which has been accepted by the San Diego Regional Water Quality Control Board.

**City of Anaheim, Trash Full Capture Analysis, Anaheim, CA: Senior Engineer. (2021-Present).** Ms. Gannon was the senior engineer responsible for the peer review of the design of three continuous deflative separation (CDS) units to meet the current trash full capture system requirements. The review entailed a review of the basis of design reports, the project plans, and the CDS unit details to ensure that the new system will meet the requirements.

**Multiple Clients, Water Quality Management Plan Document Review, Southern CA: Senior Engineer. (2019 - Present).** Ms. Gannon is the senior engineer responsible for providing technical support to the Port of

Long Beach and the City of San Juan Capistrano to review the stormwater reports developed for redevelopment and development projects occurring within their jurisdiction. The reports are reviewed according to the clients' specific requirements in compliance with NPDES MS4 Permits. WSP prepares comments on the report and works with the report preparer to make sure the reports and project designs meet MS4 permit requirements.

**Appendix B.**  
**Required Forms**

*(Not included in 25 page limit for proposal)*



**VENDOR APPLICATION FORM  
FOR  
RFP No. 25-20 STORMWATER AND WATER QUALITY PROFESSIONAL SERVICES**

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: WSP USA Inc.

Contact Person for Agreement: Brent Smith

Title: Vice President, Principal Scientist E-Mail Address: brent.smith@wsp.com

Business Telephone: 949-642-0245 Business Fax: \_\_\_\_\_

Corporate Mailing Address: One Penn Plaza, 4th Floor

City, State and Zip Code: New York, NY 10119

Contact Person for Proposals: Brent Smith

Title: Vice President, Principal Scientist E-Mail Address: brent.smith@wsp.com

Business Telephone: 949-642-0245 Business Fax: \_\_\_\_\_

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

<input checked="" type="checkbox"/> CORPORATION	<input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> SOLE PROPRIETORSHIP
<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> UNINCORPORATED ASSOCIATION

**EX PARTE COMMUNICATIONS CERTIFICATION**

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer’s representatives have not had any communication with a City Councilmember concerning informal **RFP No. 25-20 STORMWATER AND WATER QUALITY PROFESSIONAL SERVICES** at any time after **March 19, 2025**.

  
\_\_\_\_\_  
**Signature**

**Date:** 4/7/2025

Brent Smith  
**Print**

**OR**

I certify that Proposer or Proposer’s representatives have communicated after **March 19, 2025**, with a City Councilmember concerning informal **RFP No. 25-20 STORMWATER AND WATER QUALITY PROFESSIONAL SERVICES**. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_  
**Signature**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Print**

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No X

If the answer is yes, explain the circumstances in the following space.

### **DISCLOSURE OF GOVERNMENT POSITIONS**

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION  
DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
No contractor campaign contributions				

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Brent Smith  
\_\_\_\_\_  
Bidder/Applicant/Proposer

4/7/2025  
\_\_\_\_\_  
Date

**EXHIBIT C**  
**FEE SCHEDULE**



May 16, 2025

City of Costa Mesa  
Public Works Agency  
77 Fair Drive, 4<sup>th</sup> Floor  
Costa Mesa, California 92626

WSP Costa Mesa Office  
3560 Hyland Avenue  
(949) 642-0245  
wsp.com

Attention: Mr. Derek Wieske

**Re: Pricing Proposal: WSP - Stormwater and Water Quality Professional Services for the 2025-2026 Fiscal Year**

Dear Mr. Wieske:

WSP USA Inc.'s (WSP) would like to thank you for the opportunity to submit our price proposal to continue with our assistance with the City of Costa Mesa's (City) Stormwater and Water Quality programs. WSP presents this cost estimate to assist with the following services:

- Staff augmentation and support at City Hall
- Industrial/Commercial Facility Inspections
- Fixed Facility Inspections and Follow-ups
- Training for City Staff
- Inspect BMPs during Construction
- Update to City's WQMP Inventory and Coordination and Update to Orange County Stormwater Tools
- Inspect Post-Construction Water Quality Management Plans (WQMPs)
- Compliance with Statewide Trash Provisions – Project Management and GIS Layer Updates
- As Needed Services

We have assembled a group of highly qualified specialists, with extensive experience providing these services to several cities within Orange County. WSP staff assigned to this project will provide a high quality, technically accurate, reasonably priced, and on-time product. All labor rates and other charges will be on a Time and Materials (T&M) basis according to the WSP Standard Hourly Fee Schedule (Attachment 1). Itemized services for each task for the initial year is included in Attachment 2. The not-to-exceed fee is \$164,800.



We are confident that WSP will be a valuable addition to the City of Costa Mesa's team. WSP appreciates the opportunity to assist the City on this important project. If you have any questions regarding this proposal, please contact Brent Smith at (714) 925-4498 or [brent.smith@wsp.com](mailto:brent.smith@wsp.com).

Sincerely,

**WSP USA Inc.**

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

Brent Smith  
Vice President, Project Manager

Attachments:

Attachment 1 - WSP Standard Hourly Fee Schedule

Attachment 2 – Itemized Services and Hours 2025-2026 Fiscal Year



## ATTACHMENT 1

**WSP USA Inc.**  
Standard Hourly Fee Schedule  
**City of Costa Mesa**

**LABOR:**

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

<b><u>CONTRACT ROLE</u></b>	<b><u>PROFESSIONAL LEVEL</u></b>	<b><u>RATE/HOUR</u></b>
Director	7	\$285.00
Senior Lead Consultant	6	\$235.00
Lead Consultant	5	\$210.00
Senior Consultant	4	\$170.00
Consultant	3	\$155.00
Associate Consultant	2	\$133.00
Assistant Consultant	1	\$115.00
Senior Project Coordinator	S3	\$115.00

**ESCALATION:** The hourly labor rates will be escalated 5% annually beginning July 1, 2026.

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

<b>Vehicle Charges</b>	\$50/day
<b>Subcontract Expenses:</b> Supplies or services furnished to WSP in support of project activities by any supplier or firm, except temporary agency or consultant staff charged at above hourly rates	Cost +10%
<b>Direct Expenses:</b> Other expenses in support of project activities	Cost + 15%
<b>Unit Pricing:</b> Any unit pricing work such as in-house equipment rental will be quoted separately	Cost

**INVOICES:**

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

## ATTACHMENT 2

## WSP Stormwater and Water Quality Itemized Services and Hours - Year 1

# Costa Mesa, California

Client Table: City of Costa Mesa			Task 1 - Industrial and Commercial Inspections		Task 2 - Fixed Facility Inspections		Task 3 - Training City Staff		Task 4 - Construction BMP Inspections		Task 5 - WQMP Inventory and OCST		Task 6 - Post-Construction WQMP Inspections		Task 7 - Trash Provisions Program Development		Task 8 - As Needed Support		Task 9 - Project Management	
Grade	Job Title	Billing Rate	Hours	Billing	Hours	Billing	Hours	Billing	Hours	Billing	Hours	Billing	Hours	Billing	Hours	Billing	Hours	Billing	Hours	Billing
P7	Director	\$ 285.00	32	\$ 9,120	2	\$ 570	8	\$ 2,280	2	\$ 570	4	\$ 1,140	0	\$ -	4	\$ 1,140	12	\$ 3,420	12	\$ 3,420
P6	Senior Lead Consultant	\$ 235.00	8	\$ 1,880	2	\$ 470	0	\$ -	10	\$ 2,350	8	\$ 1,880	24	\$ 5,640	16	\$ 3,760	4	\$ 940	8	\$ 1,880
P4	Senior Consultant	\$ 170.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
P3	Consultant	\$ 155.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	80	\$ 12,400	0	\$ -	0	\$ -
P2	Associate Consultant	\$ 133.00	363	\$ 48,279	25	\$ 3,325	16	\$ 2,128	40	\$ 5,320	110	\$ 14,630	83	\$ 10,973	40	\$ 5,320	155	\$ 20,615	0	\$ -
P1	Assistant Consultant	\$ 115.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
P2	Associate Consultant	\$ 133.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
S3	Senior Project Coordinator	\$ 115.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	12	\$ 1,380
		Total	403	\$ 59,279	29	\$ 4,365	24	\$ 4,408	52	\$ 8,240	122	\$ 17,650	106.5	\$ 16,613	140	\$ 22,620	171	\$ 24,975	32	\$ 6,680
BILLABLE EXPENSES																				
No travel costs allowed.				--		--		--		--		--		--		--		--		--
TOTAL ESTIMATED COST:			\$ 164,800																	