

**TOWN OF WINDSOR
PROFESSIONAL SERVICES AGREEMENT
WITH
Sonoma County Water Agency
For PROFESSIONAL SERVICES FOR THE TOWN OF WINDSOR PRETREATMENT
AND STORM WATER PROGRAMS
Contract #Eden#**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into as of _____, (“Effective Date”) by and between the Town of Windsor, a municipal corporation (“Town”) and **Sonoma County Water Agency** (“Sonoma Water,”) a [body corporate and politic of the State of California](#) (collectively, the “Parties”).

WHEREAS, the Parties enter into this Agreement for the purpose of Consultant providing professional services to Town under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **Services.** Consultant shall provide the professional services as described in and in accordance with the schedule set forth in Exhibit A, attached hereto and incorporated herein (“Services”).
2. **Compensation.**
 - A. For the full performance of the Services described in Exhibit A hereto Town shall compensate Consultant on a time-and-materials basis at the compensation rates specified in Consultant’s Services Rate Schedule included in Exhibit A; provided, however, that total compensation for the full performance by Consultant of the Services shall not exceed **one hundred thirty thousand dollars per fiscal year (\$130,000)**, said amount being referred to herein as the “not-to-exceed” amount.
 - B. Consultant shall submit detailed monthly invoices reflecting all services performed during the preceding month, and including a revised schedule for performance and additional documentation requested by Town, as applicable.
 - C. Consultant shall be compensated for services in addition to those described in Exhibit A, only if Consultant and Town execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services. In no case shall the total compensation under this Agreement exceed the “not-to-exceed” amount specified in Paragraph A, above, without prior written authorization of the Town Manager.
 - D. Town’s obligation to pay compensation to Consultant as provided herein is contingent upon Consultant’s performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto. Notwithstanding

any other provision herein, Consultant shall not be paid any compensation until Consultant has complied with the Town's Business License Ordinance.

3. **Term.** The term of this Agreement commences on the Effective Date, and terminates on **June 30, 2027, with optional three (3) one-year extensions**, unless sooner terminated in accordance with Section 4. **A notice of extension shall be provided to Sonoma Water no less than 30 days prior to the expiration of the Agreement.** Upon termination, any and all of Town's documents or materials provided to Consultant and any and all of the documents or materials prepared for Town or relating to the performance of the Services, shall be delivered to the Town as soon as possible, but not later than fourteen (14) days after termination of the Agreement.
4. **Termination.** Either party may terminate this Agreement without cause upon ten (30) days' written notice. Either party may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement.
5. **Consultant's Representation; Independent Contractor.** Consultant represents that Consultant possesses distinct skills in performing the Services. Town has relied upon said representation as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled and technical personnel to perform all Services under this Agreement. It is expressly understood that Consultant, its agents and employees shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of Town. This Agreement shall not be construed as an agreement for employment.
6. **Facilities and Equipment.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement. Town shall furnish to Consultant no facilities or equipment, unless the Town otherwise agrees in writing to provide the same.
7. **Licenses, Permits, Etc.** Consultant shall, at Consultant's sole cost and expense, keep in effect and require its subcontractors, if any, to keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services **other than permits that are required for Windsor's operations.**
8. **Time.** Consultant shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.
9. **Inspection.** Consultant shall provide the Town every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to inspection and approval by the Town. The inspection of such work shall not relieve Consultant of any of its obligations pursuant to this Agreement.

10. **Progress Reports.** Upon the Town's request, Consultant shall provide, in a form acceptable to Town, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to Consultant's performance of the Services.
11. **Confidentiality.** In the course of providing services for Town, Consultant may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. Consultant shall not directly or indirectly disclose or use any such confidential information, except as required by law for the performance of the Services.
12. **Conflict of Interest.** Consultant represents that it presently has no interest, and covenants that it shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services hereunder. Consultant further covenants that, in the performance of this Agreement, it shall not employ any subcontractor or person having such a conflict of interest. Consultant represents that no one who has or will have any financial interest under the Agreement is an officer or employee of Town. If such conflict of interest arises during this Agreement or any extension, Consultant will immediately advise Town and Town may, at its sole discretion, immediately terminate this Agreement.
13. **Consultant No Agent.** Except as Town may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Town in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Town to any obligation whatsoever.
14. **Standard of Performance.** Consultant shall perform all the Services in a manner consistent with the standards of Consultant's profession or, if no such professional standard, in a manner consistent with the standards applicable to said Consultant or type of work. All instruments of service of whatsoever nature, which Consultant delivers to Town pursuant to this Agreement, shall be prepared to comply and conform to the standards of Consultant's type of work. All such instruments of service shall become the sole and exclusive property of Town upon delivery of the same.
15. **Assignment/Transfer.** Consultant shall make no assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of Town.
16. **Subcontractors.** Consultant shall directly perform all Services, and shall not subcontract any portion of performance of the Services without the prior written consent of the Town. Any such subcontractors shall be required to comply, to the full extent applicable, with the terms and conditions of this Agreement. Upon execution of this Agreement, Consultant shall furnish a separate schedule of names and addresses of subcontractors, if any, and shall notify Town in advance if changes in subcontractors occur.
17. **Statement of Economic Interests.** The Town may determine that the Consultant must file a Form 700, Statement of Economic Interests, as required by the Town's Conflict of Interest Code. If such is the case, the Town Clerk's office will provide the Consultant with form and Consultant shall file form with the Town Clerk's office. Said filing shall include an Assuming Office Statement within thirty (30) days of execution of this

contract, annual statements on or before April 1 of each year, and a Leaving Office Statement within thirty (30) days after termination of this Agreement or any extensions thereto.

18. **Internal Revenue Service Form W-9.** The Town may determine that the Consultant must file an Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, as required by the Town to comply with regulations of the United States Department of the Treasury. If such is the case, the Administrative Services Department shall provide the Consultant with the required form. Consultant shall complete and file the form with the Town before any payment for Services under this Agreement is rendered.
19. **Business License.** Consultant shall file and require all its sub consultants to file, a [Business License Application](#) as required by the Town and shall pay or cause to be paid the business license fee before any payment for Services under this Agreement is rendered.
20. **Compliance With All Laws.** Consultant and any subcontractors shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to performance of the Services required hereunder, including the Americans with Disabilities Act and any copyright, patent or trademark law. To the extent that any other government agency or entity provides compensation for any Services, Consultant shall comply with all rules and regulations applicable to such fiscal assistance. Consultant's failure to comply with any law(s) or regulations(s) applicable to the performance of the Services hereunder shall, at the discretion of the Town, be deemed to constitute a breach of contract.
21. **Discrimination.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.
22. **Notice.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:
 - A. Personal delivery, in which case notice is effective upon delivery;
 - B. Certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
 - C. Nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;

- D. Facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day; or
- E. Email, deemed delivered upon transmittal.

Town: Project Manager: Adrienne Cibor,
Environmental Program Manager
Town of Windsor
P.O. Box 100
Windsor, California 95492-0100
(707) 838-1219
acibor@townofwindsor.ca.gov

Consultant: David Royall, Assistant General Manager
Sonoma Water
404 Aviation Drive
Santa Rosa, CA 95403
707-547-1900
David.Royall@sonomawater.ca.gov

23. **Ownership of Documents.** All original papers, documents or computer material on disk or microfilm, and copies thereof, produced as a result of this Agreement (collectively "Project Documents"), shall be the property of the Town and may not be used by Consultant without the written consent of Town. Consultant shall provide documents in electronic form in a format required by the Town. Copies of such documents or papers shall not be disclosed to others without the written consent of the Town Manager or his/her designated representative. Town agrees to indemnify and hold Consultant harmless for claims resulting from Town's alteration for another Town project, of said Project Documents.
24. **Internet-Ready Deliverables.** If applicable to this Agreement, each contract deliverable shall be delivered as a data file suitable for publication on the Internet. The following specifications define the formats that satisfy this requirement:
- A. Brochures, reports, plan documents, catalogues, flyers with graphics included, and forms are to be formatted as screen-optimized ".pdf" files, if possible.
- B. Freestanding, individual graphics such as logos, small maps and photos are to be formatted as ".tif" files, with the largest side no larger than four inches.
- C. Large maps are to be formatted as ".jpg" files with the largest side no larger than four inches, unless mutually agreed otherwise by the Parties.
- D. Short text documents with no graphics are to be in MS Word 2016 or later.

E. Freestanding charts, graphs and listings are to be in MS Excel 2016 or later.

25. **Indemnification.** Each party to this Agreement (the “Indemnifying Party”) agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the other party (the “Indemnified Party”), and the Indemnified Party’s supervisors, officers, agents, and employees, from and against any and all liabilities, actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including the Indemnifying Party, to the extent resulting from the Indemnifying Party’s breach of any material term of this Agreement, or Indemnifying Party’s negligence or willful misconduct in connection with the performance of this Agreement, but excluding liabilities, actions, claims, damages, disabilities, or expenses to the extent arising from Indemnified Party’s breach of any material term of this Agreement, or Indemnified Party’s negligence or willful misconduct in connection with the performance of this Agreement. The Indemnified Party shall have the right to select its legal counsel at the Indemnifying Party’s expense, subject to the Indemnifying Party’s approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the parties hereto or their agents under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

- A. The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within thirty (30) days to the tender of any claim for defense and indemnity by the Town, unless this time has been extended by the Town. If the Consultant fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the Town, may be retained by the Town until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first. Furthermore, Consultant and Subcontractors’ obligations to indemnify and defend the Town are binding on their successors and assigns and shall survive the termination or completion of this Agreement for the fullest extent and duration allowed by law.
- B. With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.
- C. Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

- D. Notwithstanding the foregoing, to the extent that this Agreement includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to indemnify shall only be to the full extent permitted by Civil Code Section 2782.8.
- E. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. If any term or portion of this section is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, said section shall be interpreted to allow the broadest indemnity permitted by law.
26. **Insurance.** Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, Consultant's agents, representatives and employees.
- A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
 2. Insurance Services Office form number CA 00 01 (Ed. 12/90) covering Automobile Liability, code 1 (any auto), or code 8, 9 if no owned auto.
 3. Workers' Compensation Insurance as required by the State of California and Employers' Liability Insurance. If no employees are utilized, the Consultant shall sign a declaration as described in California Health and Safety Code Section 19825.
 4. Professional liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.
- B. **Minimum Limits of Insurance.** Consultant shall maintain limits no less than:
1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
 3. Workers' Compensation: statutory limit; Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

4. Professional liability: \$2,000,000 per occurrence or claim as approved by the Town's Risk Manager.
- C. Umbrella or Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Town before the Town's insurance or self-insurance shall be called upon to protect it as a named insured.
- D. Deductibles and Self-Insured Retention. Any deductibles or self-insured retentions must be declared to and approved by the Town and shall not reduce the limits of liability. Policies containing any self-insured retention provision shall provide or be endorsed to provide that the self-insured retention may be satisfied by either the named Insured or the Town. At the option of the Town, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town, its officers, officials, employees and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the Town guaranteeing payment of losses and related investigations, claim administration and defense expenses. The Town reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to so exercise later.
- E. Other Insurance Provisions.
1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
 - a. The Town, its officers, officials, employees and volunteers (the "Additional Insureds") are to be covered as insureds as respects: liability arising out of work or operations as performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
 - b. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it. The Additional Insured coverage under the Consultant's policy shall be at least as broad as ISO Form CG 20 01 04 13.
 - c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either Party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town.

2. The Workers' Compensation endorsement shall contain a Waiver of Subrogation against the Town. The Consultant shall provide to the Town an endorsement from the Workers' Compensation insurer, if any, agreeing to waive all rights of subrogation against the Town for injuries to employees of the Insured resulting from work for the Town or use of the Town's premises or facilities.
 3. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits included above shall be available to the Town. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
- F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Town.
- G. Verification of Coverage. Consultant shall furnish the Town with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Town or on other than the Town's forms provided those endorsements conform to the Town's requirements. All certificates and endorsements are to be received and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Insurer:

Prism
75 Iron Point Circle, Suite 200
Folsom, CA 95630

- H. ~~Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall maintain separate certificates and endorsements for each subcontractor prior to commencement of subcontractor's work. Consultant agrees to include with all subcontractors in their subcontract the same requirements stated herein including the indemnity and insurance requirements. Subcontractors hired by Consultant agree to be bound to Consultant and the Town in the same manner and to the same extent as Consultant is bound to Town under this Agreement. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of these indemnity and insurance provisions shall be furnished by Consultant to any subcontractor. The Consultant shall require all~~

~~subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Consultant shall maintain proof of compliance.~~

27. **Amendment.** This Agreement may be amended only by a written instrument executed by both Parties.
28. **Litigation.** If litigation ensues between Town and a third-party which pertains to the subject matter of Consultant's services hereunder, Consultant, upon request from Town, agrees to testify therein at a reasonable and customary fee.
29. **Construction.** This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code Section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.
30. **Governing Law; Venue.** This Agreement shall be enforced and interpreted under the laws of the State of California and the Town of Windsor. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Sonoma, State of California.
31. **Non-Waiver.** The Town's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.
32. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
33. **No Third Party Beneficiaries.** The Parties do not intend to create, and nothing in this Agreement shall be construed to create, any benefit or right in any third party.
34. **Mediation.** The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.
35. **Consultant's Books and Records.**
 - A. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the Town for a minimum period of three (3) years or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.
 - B. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.

- C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Town Manager, Town Attorney, Town Administrative Services Director, or a designated representative of these officers. Copies of such documents shall be provided to the Town for inspection at Windsor Town Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- D. Where Town has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, Town may, by written request by any of the above-named officers, require that custody of the records be given to the Town and that the records and documents be maintained by the Town. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor in interest.
36. **Headings.** The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.
37. **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Town and Consultant shall survive the termination or completion of this Agreement for the fullest period of time allowed by law.
38. **Entire Agreement.** This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.
39. **Electronic Signatures.** This Agreement may be signed by an electronic signature as defined in California Civil Code Section 1633.2 unless, in the Town's discretion, the Town requires that it be signed by a digital signature that complies with the requirements of California Government Code Section 16.5 and its implementing regulations, as the same may be amended from time to time.

IN WITNESS WHEREOF, the Parties have executed this document to be effective as of the day, month and year first entered above.

Consultant

Town of Windsor

Name: Grant Davis
Title: General Manager

Jon Davis
Town Manager

Authorized per Sonoma County Water
Agency's Board of Directors Action on
June 2, 2025

Recommended for Approval:

Reviewed as to funds:

Lauren Berges
Senior Management Analyst

By: Sonoma County Water Agency
Division Manager- Administrative Services

Shannon Cotulla
Public Works Director/Town Engineer

Approved as to form:

Approved As to Form:

By: Verne Ball, Deputy County Counsel

Jose M. Sanchez
Town Attorney

EXHIBIT A
SCOPE OF SERVICES AND SCHEDULE

(see following 23 pages)



Administrative Office
404 Aviation Boulevard
Santa Rosa, CA 95403
707-526-5370

Office Hours
8:00 AM - 5:00 PM
Monday – Friday

Project Manager:
David Royall
Assistant General Manager
(707) 521-1892
David.Royall@scwa.ca.gov



March 24, 2025

Ms. Adrienne Cibor
Town of Windsor
Public Works Department
8400 Windsor Road, Bldg 100
Windsor, CA 95492

Proposal to Provide Professional Services for the Town of Windsor Pretreatment and Storm Water Programs

Dear Ms. Cibor,

The Town of Windsor (Town) is seeking services to support the pretreatment and storm water programs within the Windsor Water District (WWD) and the Airport-Larkfield-Wikiup Sanitation Zone (ALW). These services, consisting of inspection, plan review, sampling, permitting, and outreach provide critical protection to the Town's Water Reclamation Facility and to local creeks and streams from industrial and commercial discharges, as well as ensuring compliance with National Pollutant Discharge Elimination System (NPDES) permit requirements.

Sonoma Water is uniquely qualified to provide the required services. Sonoma Water has been operating wastewater source control programs for multiple sanitation Districts and Zones throughout Sonoma County for nearly 30 years. With each of these Districts and Zones having their own concerns, challenges, and specific requirements (Local Limits/Sanitation Codes), Sonoma Water staff are adept in administering local requirements while maintaining an in-depth knowledge of Federal and State regulations.

The project team at Sonoma Water consists of a Project Manager, Sanitation Engineer, two Environmental Compliance Inspectors, and one Environmental Compliance Technician. The inspection staff at Sonoma Water have extensive

wastewater and stormwater program experience throughout the Sonoma County and the greater Bay Area. Leveraging this experience, Sonoma Water staff can achieve the objectives listed in the scope of services.

As requested in the Request for Proposal, Sonoma Water has reviewed the Town's Professional Services Agreement and has the following exceptions: Sonoma Water believes that Paragraph 24 of the Agreement is not applicable and should be removed. Sonoma Water would not agree to Paragraph 25 and would propose mutual indemnity. Sonoma Water would also not agree to Paragraph 26 but would modify the language to reflect self-insurance. Sonoma Water would like to leave open the possibility of making other changes reflecting the fact that the agreement would be between two sister agencies. Additionally, should Sonoma Water be selected by the Town to perform these services, an Agreement between the two agencies would need to be approved by Sonoma Water's Board of Directors.

Having worked with Town staff on an Agreement between the Town and Sonoma Water regarding Wastewater Collection and Treatment for ALW, and having managed the ALW pretreatment requirements before that, Sonoma Water is in excellent positioned to partner with the Town in expanding our services to its Commercial and Industrial Users and provide continuity to Users located within the ALW service area. By selecting Sonoma Water, the Town can be confident in having chosen a team with a proven track record of providing a high level of service to both Users and the Utility.

Should you have any questions regarding this proposal, please contact me at David.Royall@scwa.ca.gov or at (707) 521-1892.

Respectfully,

David Royall
Assistant General Manager
Sonoma Water



**Sonoma
Water**

**Professional Services Proposal
for the Town of Windsor's
Pretreatment and Storm Water Programs
2025**





**Sonoma
Water**

Contents

Project Approach.....	1
Coordination Meetings.....	1
Plan Check Review.....	1
Industrial Wastewater Permitting.....	2
Pretreatment and Industrial User Inspection.....	3
Food Service and Commercial User Inspection.....	3
Wastewater Sampling and Monitoring.....	4
Reporting.....	4
 Project Team.....	 5
 Relevant Experience.....	 6
 Project Schedule.....	 7
 Cost Proposal and Rate Schedule.....	 8
 Conflict of Interest.....	 8
 Attachment A – Resumes	
Attachment B – Cost Proposal and Rate Schedule	

Project Approach

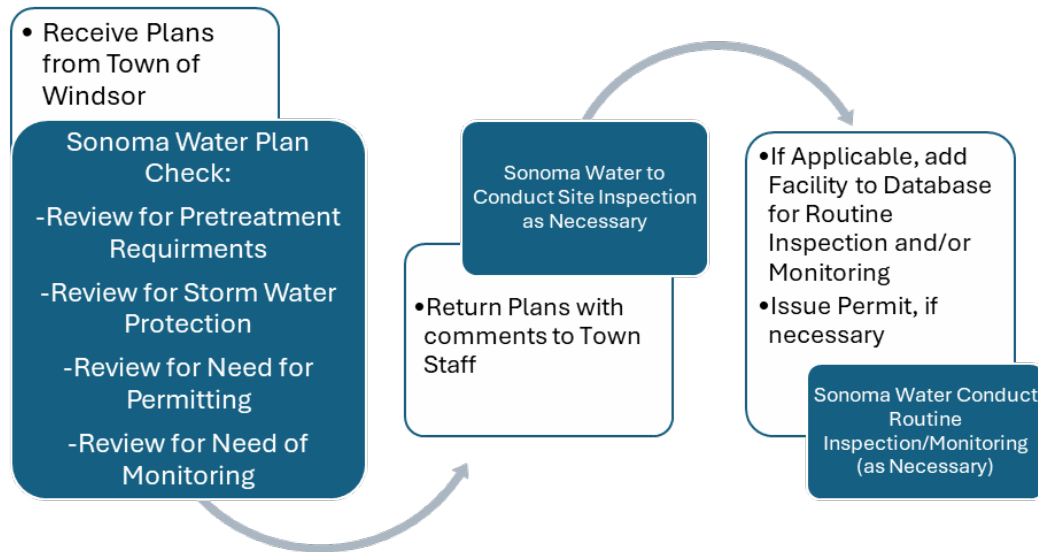
The proposed project consists of providing inspection, monitoring, and outreach services to ensure the Town is compliant with certain conditions of its Waste Discharge Requirements and Municipal Separate Storm Sewer System NPDES permits. The tasks Sonoma Water proposes to achieve these permit objectives include Industrial and Commercial User plan check review, wastewater discharge permitting, facility wastewater and storm water inspection and documentation, along with distribution of best management practice outreach to Industrial and Commercial Users within the Town WWD and ALW service area. Sonoma Water proposes a collaborative approach to achieving the goals and services outlined in the Town's RFP, gaining input from Town staff to prioritize the needs of the pretreatment program and related storm water concerns, while building from previous work from within both the WWD and ALW to provide these services in an efficient manner. The following outlines Sonoma Water's approach, in approximate sequence.

Coordination Meetings

Sonoma Water proposes a series of kick-off meetings with Town staff to exchange information, discuss inspection, sampling, and monitoring frequencies, review Best Management Practices documentation, review reporting requirements and discuss expectations. During program implementation, Sonoma Water proposes monthly, or as-needed, meetings with Town staff to discuss progress, program needs, deadlines, and other relevant topics.

Plan Check Review

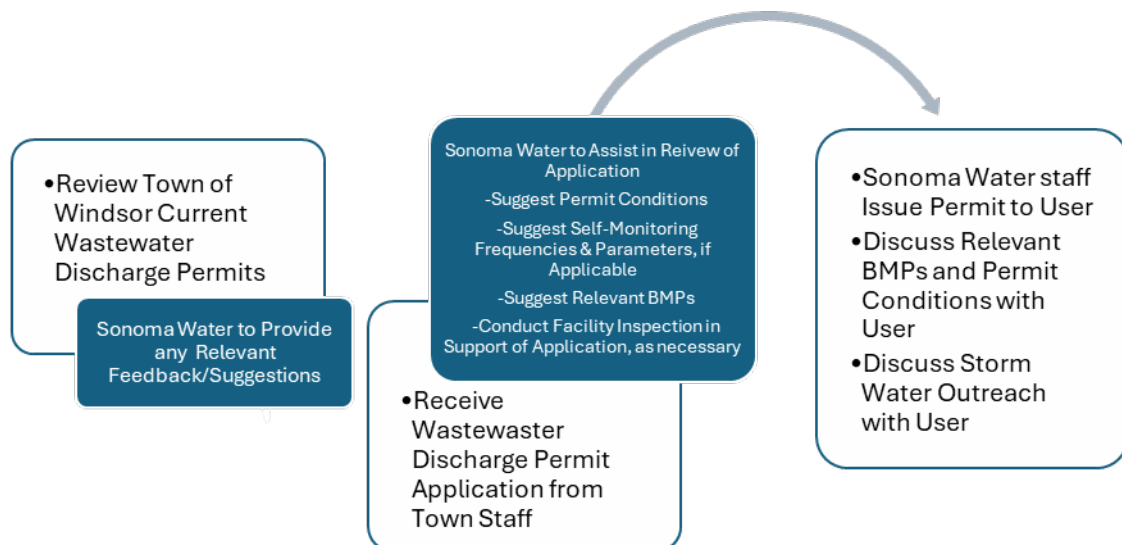
Sonoma Water Environmental Compliance Inspectors would provide as-needed plan checks for new buildings and tenant improvement projects. The scope of plan check review would generally revolve around source control components, such as the applicability and sizing of grease removal devices, storm water control for trash enclosures, and evaluation of pretreatment systems needed to comply with the WWD's discharge requirements. Sonoma Water offers a fifteen-day maximum turnaround time on reviewed plans. A unique advantage to selecting Sonoma Water is that we have built, and continue to maintain, a productive working relationship with Permit Sonoma, the building permitting entity in the ALW service area. Sonoma Water staff are familiar with County permitting processes, providing a streamlined transition of plan check review oversight for projects occurring within the ALW service area.



Deliverables: As-needed Plan Check Review for industrial and commercial users, emphasis on pretreatment requirements and Storm Water protection.

Industrial Wastewater Permitting

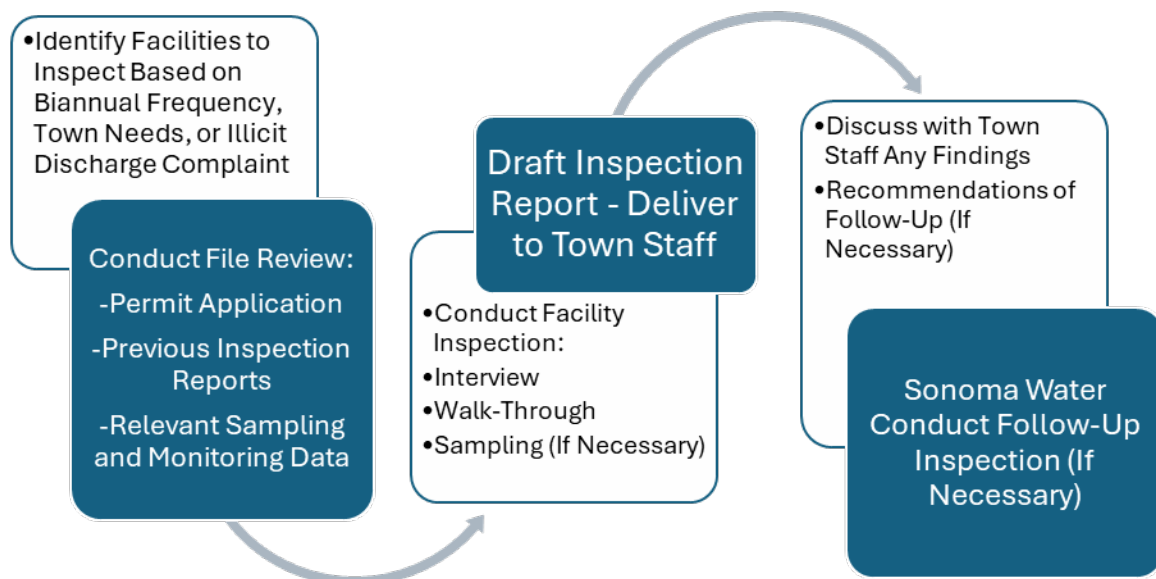
If awarded the contract, Sonoma Water would offer a review of the Town’s existing wastewater permits and provide recommendations where appropriate. Additionally, Sonoma Water staff would issue (and reissue) wastewater discharge permits as needed. For efficiency, it is recommended that permit issuance coincides with a facility inspection, however this can be done as a stand-alone task. Sonoma Water staff utilize permit issuance as an opportunity to discuss pollution prevention and best management practices, as well as storm water compliance with the User.



Deliverables: Industrial and Non-residential wastewater discharge permit issuance and outreach prior to previous permit expiration. Review of current permit documents. Assist with processing new permit applications and drafting permits for new Users.

Pretreatment and Industrial User Inspection

Facility pretreatment and wastewater inspections are proposed to be conducted every two years, with Significant Industrial Users inspected on an annual basis. Sonoma Water's inspection procedures consist of a review of all relevant files and data available for the user, followed by an interview with facility staff, and a facility walk-through. Inspections focus on actual and/or potential sources of pollutants entering the sanitary sewer or storm sewer systems, examination of pretreatment equipment (if applicable), on site processes, chemical storage, and use of outdoor production space. Following the inspection, Sonoma Water staff draft an inspection report documenting the inspection, including any findings, and any follow-up action items. In addition to routine compliance inspections, Sonoma Water staff may conduct as-needed inspections when an illicit discharge has occurred, or a new facility is entering the service area. Sonoma Water will work with Town staff to prioritize facilities requiring inspection and to review any inspection findings that would generate formal enforcement action.



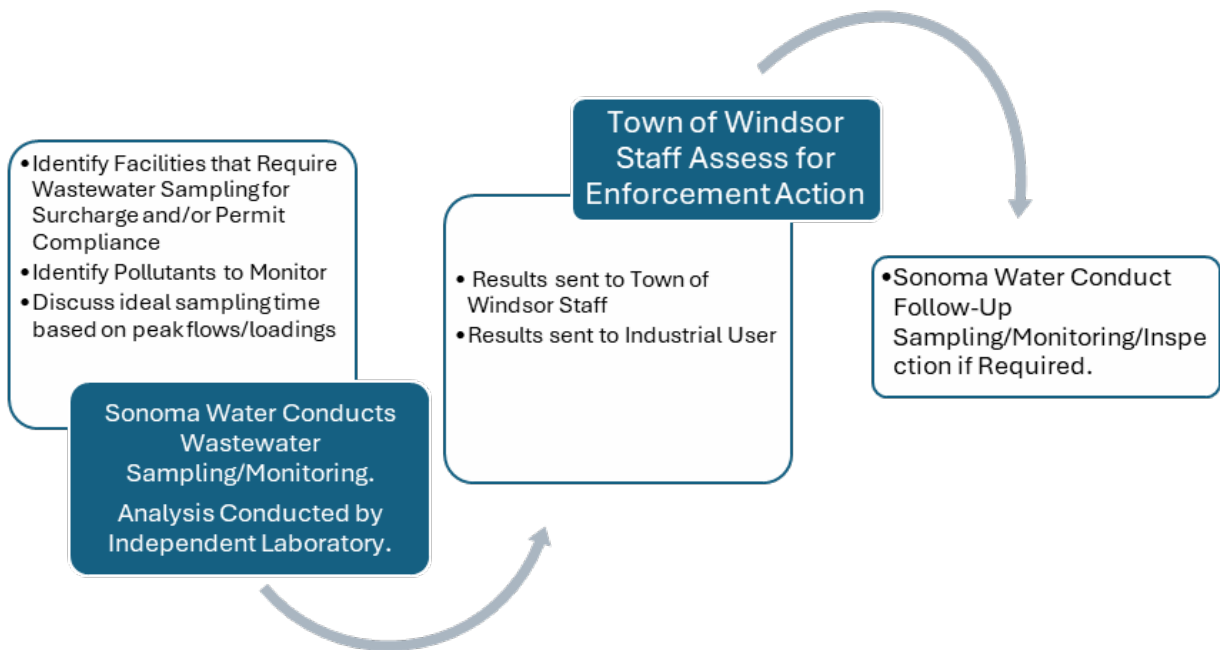
Deliverables: Biannual Inspection Reports for Industrial Users, Annual Inspection Reports for Significant Industrial Users. Documented inspections of non-residential/Food Service Facility inspections. Distribution of Storm Water BMP's. As-needed inspection in support of plan check review or illicit discharge.

Food Service and Commercial User Inspection

Sonoma Water's inspections of Food Service and Car Wash establishments consist of ensuring that the facilities grease (or oil) removal device is being properly maintained, and pollution prevention best management practices are adhered to. Sonoma Water maintains a database for food service and automotive facilities within each of its Districts and Zones. The database allows tracking and reporting for each facility and is integrated with the Sonoma Water Facility Plan Check database. The database has the capability to store name, address, APN, owner and business contact information, removal device size and location, inspection history, including pumping frequency, dates of last cleaning, loading levels during inspection, and compliance status. Sonoma Water proposes adding Town of Windsor facilities into the database for tracking and reporting.

Wastewater Sampling and Monitoring

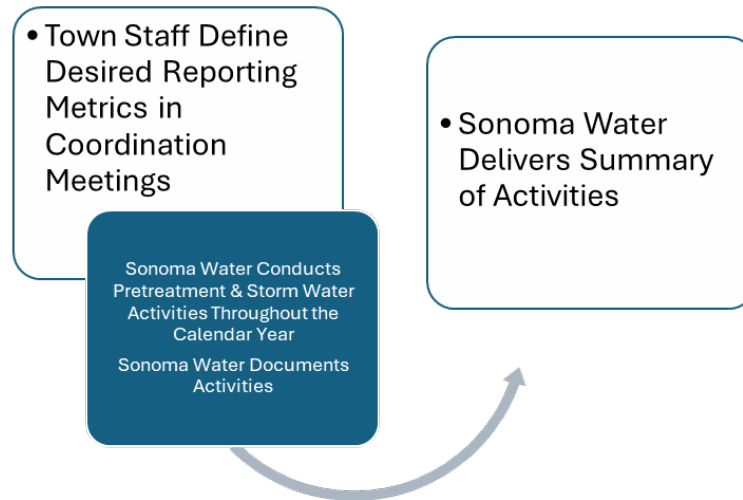
Sonoma Water owns and maintains sampling equipment including discrete and composite autosamplers. Environmental Compliance staff are well trained on appropriate sampling procedures for EPA approved analytical methods for wastewater and have extensive experience collecting representative wastewater samples for both compliance and billing purposes. Sonoma Water utilizes a third party, independent laboratory for non-bias analysis. Sampling schedules and needs would be discussed in Coordination Meetings with the Town, to ensure that all pollutants of concern are captured and that sampling frequencies are appropriate to ensure adequate source control within the WWD and ALW.



Deliverables: Representative sampling data from identified Industrial Sources. Frequency to be determined in accordance with Coordination Meetings, no less than once per year at Significant Industrial Users. As-Needed investigative monitoring, illicit discharge follow-up.

Reporting

In the month of January each year, prior to the submittal of the Town's Annual Pretreatment Report, Sonoma Water will provide Town staff with a summary of the previous year's source control data. This will include a summary of inspections conducted by category (Industrial, General Non-Residential, Food Service, etc.), number of sampling events conducted, and discussion of any instances on non-compliance observed.



Deliverables: Annual Summary of Source Control Activities.

Project Team

Sonoma Water’s dedicated project team consists of wastewater professionals, who each bring their unique skill sets and experience to meet the needs of the Town’s pretreatment and stormwater programs.

Led by Sonoma Water Assistant General Manager, David Royall, Sonoma Water’s team consists of Environmental Compliance Inspectors Robert Tillotson and James Hiller, Environmental Compliance Technician Rob Lecel, and Sanitation Engineer George Lincoln. Sonoma Water anticipates that the bulk of the work outlined in this RFP will be conducted by the Team’s Inspectors and Technician. Resumes including education, certifications, and responsibilities of current job positions can be found in Attachment A.

David Royall, Project Manager

David has worked at Sonoma Water for twelve years, with nine years in senior-level administration and supervision. David’s management-level experience encompasses Sonoma Water’s core functions, including Water Supply, Sanitation, and Flood Control. During his time working in Flood Control, he managed agreements with contractors, consultants, and vendors in support of the Stream Maintenance Program. Later, as Environmental Services Coordinator at Sonoma Water, he managed fourteen employees and oversaw Wastewater Collections, Source Control, and Facilities. His primary responsibilities included managing sanitation budgets for Collections and Source Control, as well as the Facilities budget for maintenance of Sonoma Water’s primary facilities. In his role as Maintenance Manager, he oversaw all maintenance activities. These activities involved close collaboration with Operations, Engineering, and Finance. As Assistant General Manager, he represents Operations and Maintenance on the Sonoma Water Executive Committee.

George Lincoln, Project Engineer

George has been in his current role as a Sanitation Engineer since 2010, in 2006, he began his tenure at Sonoma Water in the Resource Planning section where he managed Sonoma Water’s 2010 Urban Water Management Plan and managed groundwater studies with the United States Geological Society and Lawrence Berkeley National Laboratory. Prior to Sonoma Water, he performed regulatory oversight on

groundwater contaminated sites in the Silicon Valley with the San Francisco Bay Regional Water Quality Control Board for 8 years and spent 4 years as a Sanitary Engineer with the California Division of Drinking Water in Santa Rosa overseeing public water systems throughout Sonoma and Marin County.

Robert Tillotson, Environmental Compliance Inspector

Robert has worked in Industrial Wastewater Pretreatment for the past 16 years. As an Environmental Compliance Inspector at Sonoma Water for over 8 years, Robert has worked to implement and improve source control and pollution prevention programs throughout the sanitation Districts and Zones operated by Sonoma Water. For a period of this time, Robert served as Sonoma Water's representative to the Bay Area Stormwater Management Agencies Association. Prior to Sonoma Water, Robert served as an Environmental Compliance Inspector and Environmental Services Technician with the City of Petaluma where he implemented the City's Pretreatment and Storm Water programs.

James Hiller, Environmental Compliance Inspector

James has been an Environmental Compliance Inspector for Sonoma Water since 2018. Prior to working at Sonoma Water, he was an Environmental Compliance Inspector and Technician for the City of Petaluma beginning in 2015 implementing the City's pretreatment, stormwater, and water efficiency programs, and assisting in the lab. Before entering the municipal wastewater field, James spent 5 years as an Associate Geologist performing phase 2 remediation site sampling and analysis for a global engineering and consultancy company. James has experience in industrial facility inspection, food service, dental, and automotive facility inspection, stormwater inspection, wastewater and stormwater sampling, permit writing, regulatory interpretation, and plan review.

Rob Lecel, Environmental Compliance Technician

Rob Lecel has been in his current role as an Environmental Compliance Technician for Sonoma Water since 2020. Prior to working at Sonoma Water, he was an Environmental Compliance Inspector for the City of Santa Rosa from 2017-2020. Prior to working at the City of Santa Rosa, Rob was the Senior Environmental Compliance Inspector with the City of South San Francisco from 2008-2017. Prior to working at the City of South San Francisco Rob worked as a Source Control Inspector with the City of San Mateo from 2007-2008. Rob has experience in industrial facility, food service, dental, and automotive facility inspection, stormwater inspection, wastewater and stormwater sampling, permit writing, regulatory interpretation, and plan review.

Relevant Experience

The Sonoma Water Environmental Compliance Team currently implements Source Control and Pollution Prevention programs throughout Sonoma County. Each of the listed independent Districts or Zones are operated by Sonoma Water and all have unique permit requirements relative to Source Control. Contact and budget information for each of these projects can be found below, all the projects listed below are currently on-going.

Sonoma Valley County Sanitation District

22675 8th St. East, Sonoma, CA 95476

Contact: Garrett Walker, Operations Coordinator

(707) 521-1849 or garrett.walker@scwa.ca.gov

FY 23/24 Expenditures: \$498,933

Services Provided:

Plan Check Review, Industrial and Commercial User Surveys, Draft and Issue Wastewater Discharge Permits, Sampling and Monitoring, Facility Inspections, FOG and Dental User Inspections.

Airport-Larkfield-Wikiup Sanitation Zone

404 Aviation Blvd, Santa Rosa, CA 94503

Contact: Frank Mello, Operations Coordinator

(707) 521-1843 or frank.mello@scwa.ca.gov

FY 23/24 Expenditures: \$121,152

Services Provided:

Plan Check Review, Industrial and Commercial User Surveys, Draft and Issue Wastewater Discharge Permits, Sampling and Monitoring, Facility Inspections, FOG and Dental User Inspections.

Russian River County Sanitation District

18400 Neeley Road, Guerneville, CA 95446

Contact: Frank Mello, Operations Coordinator

(707) 521-1843 or frank.mello@scwa.ca.gov

FY 23/24 Expenditures: \$46,768

Services Provided:

Plan Check Review, Industrial and Commercial User Surveys, Sampling and Monitoring, Facility Inspections, FOG and Dental User Inspections.

Geyserville Sanitation Zone

155 Hamilton Ave, Geyserville, CA 95441

Contact: Frank Mello, Operations Coordinator

(707) 521-1843 or frank.mello@scwa.ca.gov

FY 23/24 Expenditures: \$19,035

Services Provided:

Plan Check Review, Industrial and Commercial User Surveys, Sampling and Monitoring, Facility Inspections, FOG and Dental User Inspections.

Sonoma Water's experience within the ALW is of particular relevance to this proposal as Sonoma Water has overseen source control in this Zone since the late 1990's. The Sonoma Water Environmental Compliance Team has thorough knowledge of the Industrial and Commercial User base within ALW and have built professional relationships with many of the facility contacts at industries operating within ALW.

Project Schedule

Sonoma Water can begin implementation on July 1, 2025, offering minimal impact to the Town of Windsor's existing program. Users in both the ALW and TOW service areas would experience a near seamless transition as Sonoma Water is prepared to begin work immediately. Table 1 below outlines Sonoma Water's proposed work schedule and total staff hours per annum. For the first six months of the contract, Sonoma Water would propose an abbreviated version of this schedule, representative of the 6 months available in the Reporting Period.

Table 1: Annual Project Schedule

Task	Events per Year	Estimated Total Hours
Inspections		
General	13	44
Surcharge	11	36
Car Wash	3	15
Food Service	63	80
Follow-Up	8	30
Sampling		
Compliance/Surcharge	30	290
Plan Checks		
Industrial/Commercial	30	60
Permitting		
General	5	22
Surcharge	4	12
Car Wash	3	6
Food Service	25	26
Temporary	2	12
Storm Water Response		
Industrial/Commercial	3	40
Administration		
Meetings	12	52
Reporting	1	12
Totals	213	735

Cost Proposal and Rate Schedule

Sonoma Water's cost proposal and estimated labor hours are included as a separate attachment (Attachment B).

Conflict of Interest

The project team members have no known or perceived potential, actual, apparent, direct, or indirect conflicts of interest that could compromise their ability to perform official duties impartially and ethically.

Attachment A: Resumes and Work Experience

Manager/Team Lead:

David Royall, Assistant General Manager – Operations and Maintenance

Statement of qualifications and experience:

David has worked at Sonoma Water for the past twelve years, with nine of those years being in senior-level administration and supervision. David's management-level experience encompasses all three core functions of Sonoma Water, including Water Supply, Sanitation, and Flood Control. During that time, he managed agreements with contractors, consultants, and vendors in support of the Stream Maintenance Program. Later as Environmental Services Coordinator at Sonoma Water, he managed fourteen employees and coordinated our Wastewater Collections, Source Control and Facilities groups. His primary responsibilities included managing sanitation budgets for Collections and Source Control, as well as the Facilities budget for maintenance of Sonoma Water's primary facilities. In his role as Maintenance Manager, he supervised maintenance for all Operations and Maintenance activities, as well as the management and implementation of our CMMS. These activities involved close collaboration with Coordinators, Operations Engineers, and Finance. As Assistant General Manager, he represents Operations and Maintenance on the Sonoma Water Executive Committee.

Education:

-Bachelor of Science, Geology; Sonoma State University

Assistant General Manager Job Description:

The Assistant General Manager (AGM) plans, organizes, and coordinates Water Agency Operations and Maintenance. Represents and acts on behalf of the General Manager in communication to subordinate managers and others during periods of absence or as otherwise assigned.

The Assistant General Manager over Operations and Maintenance has considerable knowledge of utility operations and maintenance; County government; Federal, State, and local agencies which must coordinate work with Agency; environmental regulations; citizen and public interest groups dealing with water, wastewater, and environmental matters; design, location, construction, and maintenance of public works, water resources, enhancement, and other public projects. He has a thorough knowledge of modern principles, practices, and methods of public administration and general management; principles and practices of environmental management in relating to water, wastewater, and flood control activities; principles and practices of supervision and performance management; principles and practices of budget and fiscal management; principles of organization and management applicable to local government;

principles and methods of effective communication, facilitation, and teambuilding; and principles, practices, and methods of project management.

Additional duties include:

- Attends management staff meetings to guide staff on projects, programs, and initiatives; confers with Water Agency staff regarding the implementation of capital improvement plans or other planned projects, and in reviewing the status progress of projects.
- Analyzes departmental and divisional work programs; conducts studies of systems and procedures; evaluates divisional and departmental policies and rules and formulates improvements; develops and adapts work methods to meet changing needs and to simplify procedures.
- Represents the Water Agency at meetings and hearings and participates in public hearings in order to present the Agency's position, provide information and clarification, and receive input from interested parties. When assigned David, negotiates with individuals, corporations and other government agencies regarding permits, environmental impact reports, and inter-agency agreements.

Sanitation Engineer:

George Lincoln, Engineer IV – Sanitation

Statement of qualifications and experience:

George has been in his current role as a Sanitation Engineer since 2010, in 2006, he began his tenure at Sonoma Water in the Resource Planning section where he managed Sonoma Water's 2010 Urban Water Management Plan and managed groundwater studies with the United States Geological Society and Lawrence Berkeley National Laboratory. Prior to Sonoma Water, he performed regulatory oversight on groundwater contaminated sites in the Silicon Valley with the San Francisco Bay Regional Water Quality Control Board for 8 years and spent 4 years as a Sanitary Engineer with the California Division of Drinking Water in Santa Rosa overseeing public water systems throughout Sonoma and Marin County.

Education:

- Bachelor of Science, Environmental Engineering; California Polytechnic San Luis Obispo
- Associate of Science, Civil Engineering Technology; Santa Rosa Junior College

Certification:

- Registered Civil Engineer: C56712, State of California Board for Professional Engineers, Land Surveyors, and Geologists.

Sanitation Engineer Job Description:

The Sanitation Engineer has a thorough knowledge of the principles, practices and techniques of civil engineering with particular reference to wastewater collection and treatment facilities; principles of budgeting relative to water and wastewater related projects; water supply and water reuse master planning; topographic and construction surveying, properties and uses of construction materials, common methods and equipment utilized in engineering construction and of inspection methods used in reviewing such work; and engineering design, drafting methods, and equipment.

The Sanitation Engineer designs and details structures, pipelines, site improvements, and other facilities; formulates instructions for drafting and reviews the finished drawing for accuracy and conformance with design requirements. And performs a wide variety of the most complex field or office engineering projects and assignments including preparing plans, specifications and cost estimates for Agency construction projects related to the planning, design, construction and operation of facilities.

Typical duties also include:

- Preparation of calculations, drawings and specifications for a wide variety of engineering projects; determination of civil engineering design criteria according to required standards

and codes; preparation of project documents including project justifications, budget analyses, preliminary cost estimates, project authorization forms and schedules, and site investigations including collecting and reviewing technical data to develop design and operational parameters.

- Serves as subject matter expert and performs the most sensitive, critical and/or complex professional engineering work in the design and construction of a wide variety of large scale, major and/or complex engineering projects.
- Monitors projects for compliance with technical, schedule, and budget requirements; regularly informs other technical and administrative management personnel relative to overall project progress and specific compliance issues; recommends and justifies adjustments to requirements as appropriate.
- Prepares comprehensive engineering reports and makes recommendations as to solutions; may gather and analyze data concerning rainfall, runoff, stream flow, water levels and ground water infiltration.

Key Staff/Wastewater Source Control Team:

Robert Tillotson, Environmental Compliance Inspector

Statement of qualifications and experience:

As an Environmental Compliance Inspector at Sonoma Water for over 8 years, Robert has worked to implement and improve source control and pollution prevention programs throughout the sanitation Districts and Zones operated by Sonoma Water. For a period of this time, Robert served as Sonoma Water's representative to the Bay Area Stormwater Management Agencies Association. Prior to Sonoma Water, Robert served as an Environmental Compliance Inspector and Environmental Services Technician with the City of Petaluma where he implemented the City's Pretreatment and Storm Water programs.

Education:

- Bachelor of Arts, Environmental Studies/Earth Science, University of California, Santa Cruz
- Associate of Science, Wastewater Treatment Operations, Santa Rosa Junior College

Certifications:

- Environmental Compliance Inspector 3, California Water Environment Association (CWEA)
- Laboratory Analyst 1, CWEA
- Industrial Waste Plant Operator 3, CWEA

James Hiller, Environmental Compliance Inspector

Statement of qualifications and experience:

James has been an Environmental Compliance Inspector for Sonoma Water since 2018. Prior to working at Sonoma Water, he was an Environmental Compliance Inspector and Technician for the City of Petaluma beginning in 2015 implementing the City's pretreatment, stormwater, and water efficiency programs, and assisting in the lab. Before entering the municipal wastewater field, James spent 5 years as an Associate Geologist performing phase 2 remediation site sampling and analysis for a global engineering and consultancy company. James has experience in industrial facility inspection, food service, dental, and automotive facility inspection, stormwater inspection, wastewater and stormwater sampling, permit writing, regulatory interpretation, and plan review.

Education:

- Bachelor of Science, Geology; California State University,

Chico Certifications:

- Environmental Compliance Inspector 2, CWEA
- Laboratory Analyst 1, CWEA
- Water Distribution Operator 1, California State Water Resources Control Board

Environmental Compliance Inspector Job Description:

Environmental Compliance Inspectors perform inspections of commercial and industrial users for compliance with the Sanitation Code; enforce applicable federal, state, and Water Agency requirements; review, evaluate, and issue wastewater discharge permits; initiate and participate in enforcement actions; collect samples and prepare reports and documentation; and represent the Sanitation Districts and Zones with industrial and commercial users.

Environmental Compliance Inspectors have a considerable knowledge of the processes involved in the treatment and disposal of wastewater; industrial pretreatment technologies; basic chemistry and laboratory practices and procedures used to test and analyze wastewater treatment processes; industrial waste flow sampling techniques including the collection and preserving of samples; safety practices and procedures; and applicable governmental requirements as they relate to industrial waste enforcement.

Typical duties also include:

- Inspects a variety of pretreatment systems, facilities, and processes of industrial, commercial, and other establishments for compliance with federal, state, and local regulations and permit conditions related to pretreatment of industrial wastewater source control, and pollution prevention requirements.
- Obtains samples of various types of industrial and commercial wastewater; conducts on-site monitoring tests per standard procedures; observes chain of custody requirements; performs routine laboratory analysis related to chlorine, pH, and biochemical oxygen demand using appropriate sterile protocol; and delivers samples to the laboratory.
- Identifies, reviews, analyzes, and reports on all potential sources of Pollutants of Concern.
- Investigates and traces sources of illegal discharges entering the wastewater collection system.
- Reviews development plans and blueprints for new facilities and tenant improvements from other departments and public entities for suitability and compliance with wastewater containment and discharge into the sanitary sewer system; assures necessary monitoring facilities, sampling stations, effluent meters, grease traps, and interceptors and other pretreatment equipment; evaluates industrial waste discharges to determine permit requirements; prepares Industrial Waste Discharge Permits.
- Prepares technical reports for the State Water Quality Control Board and the Environmental Protection Agency.

- Responds to complaints regarding industrial waste discharges; initiates follow-up enforcement action; prepares and issues enforcement orders and compliance requirements; and maintains an updated Industrial and Commercial User and Permit file.
- Responds to hazardous waste spills on an emergency response basis.
- Meets with industrial and commercial dischargers regarding wastewater problems; assists in the development of and implements source and pollution control and pre-treatment programs as required by government regulations or local water quality boards; provides information and assistance to other governmental personnel, engineers, contractors, architects, managers, and owners about the objectives of the source control and pollution control programs, pre-treatment programs, and other government regulations dealing with wastewater discharge.
- Researches and keeps current on pertinent information and development in environmental compliance functional areas; analyzes and makes recommendations on implementing governmental requirements to maintain approved pretreatment and pollution prevention programs; conducts special studies as required.
- Maintains separate files for each Sanitation District and Zone.
- Enters and retrieves data from electronic data processing systems; establishes and updates information, maintains daily logs; generates documents and correspondence, communicates with others; updates computer system files; prepares, reviews, and maintains forms, files, and other necessary records.

Rob Lecel, Environmental Compliance Technician

Statement of qualifications and experience:

Rob Lecel has been in his current role as an Environmental Compliance Technician for Sonoma Water since 2020. Prior to working at Sonoma Water, he was an Environmental Compliance Inspector for the City of Santa Rosa from 2017-2020. Prior to working at the City of Santa Rosa, Rob was the Senior Environmental Compliance Inspector with the City of South San Francisco from 2008-2017. Prior to working at the City of South San Francisco Rob worked as a Source Control Inspector with the City of San Mateo from 2007-2008. Rob has experience in industrial facility, food service, dental, and automotive facility inspection, stormwater inspection, wastewater and stormwater sampling, permit writing, regulatory interpretation, and plan review.

Education:

-Bachelor of Arts, California State University, Monterey Bay

Certifications:

- Environmental Compliance Inspector 4, CWEA
- Laboratory Analyst 1, CWEA
- Water Treatment Operator 2, California State Water Resources Control Board
- Remote Pilot License, Federal Aviation Administration

Environmental Compliance Technician Job Description:

The Environmental Compliance Technician assists with inspections of commercial and industrial users for compliance with the Sanitation Code; enforces applicable federal, state, and Water Agency requirements; assists with preparation of wastewater discharge permits; identifies potential violations and participates in enforcement actions; collects samples of wastewater and water from industrial, commercial, residential and institutional sources, and various interceptors, completes appropriate documentation, including chain of custody documentation; and performs field tests or laboratory tests on samples collected.

Typical duties also include:

- Observes and records field conditions, flow meter readings, and field test results. Collects, inspects, cleans, maintains, and repairs the testing, flow metering, and sampling equipment.
- Assists in the inspection of pretreatment facilities and processes of industrial and commercial establishments for compliance with wastewater discharge ordinance and permit conditions.
- Assists in the inspection of industrial and commercial businesses for compliance with source control, pretreatment, and pollution prevention requirements.

- Assists in call-outs and the investigation and tracing of the sources of discharges entering the wastewater collection system.
- Collects information for assessing fees from industrial and commercial establishments and checks for the presence of grease traps and interceptors.
- Provides input and assistance in the preparation of a variety of manual and computerized written, oral, tabular, and graphic reports; updates filed inspection records; tabulates, calculates, and computes and prepares data for sewer service charges.
- Supports customer service activities; responds to questions of a limited variety and scope after receiving specific instruction; refers inquiries to appropriate level; interacts cooperatively with internal and external customers, and provides feedback to appropriate staff.
- Keeps current on pertinent information and developments in environmental compliance functional areas; assists in the implementation of federal, state, or local requirements to support appropriate programs.
- Observes proper safety precautions, rules, regulations, and practices; maintains equipment, materials, and worksite in proper and safe conditions in accordance with policies and procedures.
- Participates in establishing proper traffic control measures at work sites to protect both workers and the public.
- Communicate effectively with representatives of commercial, industrial, institutional users, co-workers, other agencies, and the public.
- Maintain accurate and complete records; observe and report accurately.

		David Royall	George Lincoln	Robert Tillotson
		Project Manager	Project Engineer	Environmental Compliance Inspector
Task	Item	\$393/hour ¹	\$351/hour ¹	\$268/hour ¹
<u>Inspections</u>				
	General	0	0	10
	Surcharge	0	0	10
	Car Wash	0	0	1
	Food Service	0	0	4
	Follow-up	0	0	2
<u>Sampling</u>				
	Compliance/Surcharge	0	0	40
<u>Plan Checks</u>				
	Industrial/Commercial	0	0	12
<u>Permitting</u>				
	General	0	0.5	2
	Surcharge	0	0.5	1
	Car Wash	0	0	0.5
	Food Service	0	0	1
	Temporary	0	0.5	1
<u>Storm Water Response</u>				
	Industrial/Commercial	0	0	8
<u>Administration</u>				
	Meetings	12	4	12
	Reporting	1	1	4
<u>Totals</u>		13	6.5	108.5

Hours and Dollars are rounded to the nearest whole number.

Additional hourly rate for vehicle usage. Current vehicle rates are between \$9.80 and \$11.70 subject to annual in

¹Hourly rates are estimated for FY 25/26. Rates are expected to increase by at least 3% annually.

²Estimated Annual Cost is based on the hourly time estimates shown. This assumes the TOW Source Control Pro

³Not to Exceed includes a 20% contingency over the Estimated Annual Cost. Cost includes equipment, vehicles,

James Hiller Environmental Compliance Inspector \$268/hour ¹	Rob Lecel Environmental Compliance Technician \$226/hour ¹			
		Total Hours	Item Cost	Task Cost
10	4	24	\$ 6,267	\$ 28,732
10	4	24	\$ 6,267	
1	3	5	\$ 1,215	
4	40	48	\$ 11,196	
2	12	16	\$ 3,788	
40	20	100	\$ 25,972	\$ 25,972
12	0	24	\$ 6,434	\$ 6,434
2	0	4.5	\$ 1,248	\$ 6,870
1	0	2.5	\$ 712	
0.5	1	2	\$ 494	
1	14	16	\$ 3,704	
1	0	2.5	\$ 712	
8	4	20	\$ 5,194	\$ 5,194
12	12	52	\$ 15,264	\$ 18,605
4	2	12	\$ 3,341	
108.5	116	352.5	Average Annual Cost ² \$ 91,807	
			Not to Exceed ³ \$ 110,168	

crease.

gram would extend into the ALW for implementation.
and necessary materials. Analytical costs to be billed directly from the

EXHIBIT B

PROVISIONS REQUIRED FOR PUBLIC WORKS PROJECTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Services shall constitute a legal day's work under this Agreement.
- B. By signing this Agreement, Consultant agrees that Consultant is aware of the provision of California Labor Code section 3700 which requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of the California Labor Code, and that Consultant will comply with such provisions before commencing performance of the Services.
- C. The Consultant and its sub consultants shall forfeit as a penalty to the Town \$25 for each worker employed in the performance of the Services for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. The services of the Consultant shall be done on or in the execution of a "public works" project as defined by Law. In accordance with California Labor Code Section 1773.2, the Town has determined the general prevailing wages in the locality in which the Services are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file with the Town and shall be made available on request. The Consultant and sub consultants engaged in the performance of the Services shall pay no less than these rates to all persons engaged in performance of the Services. The Consultant shall be responsible for the compliance of its subcontractors.