

**TOWN OF WINDSOR
MASTER
PROFESSIONAL SERVICES AGREEMENT
WITH
City of Santa Rosa
For On-Call Storm Water and Wastewater Environmental Services
Contract #001429**

THIS MASTER PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into and effective as of _____ (“Effective Date”), by and between the Town of Windsor, a municipal corporation (“Town”) and **City of Santa Rosa** (“Consultant”) (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 generally described in the Scope of Services attached hereto as Exhibit A and incorporated herein, and more specifically described in individual Task Orders to be attached to Exhibit A (collectively, the “Services”). The first such Task Order shall be identified as Task Order No. 1 and attached as Exhibit A-1. Subsequent Task Orders shall be identified and appended accordingly.

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 Services under a particular Task Order shall not exceed the amount stated therein.

 - B. Consultant shall submit detailed monthly invoices for each Task Order reflecting all services performed during the preceding month, and including a revised schedule for performance and additional documentation requested by Town, as applicable.

 - C. The total compensation for the full performance by Consultant under a particular Task Order of this Agreement shall not exceed the amount stated therein, and in no case shall the cumulative total of all Task Orders under this Agreement exceed **\$50,000 per FY**, said amount being referred to as the “not to exceed” amount. 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.

- 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, 2024 with 2 (1) year optional amendments**, unless sooner terminated in accordance with Section 4. 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.** Town may terminate this Agreement without cause upon ten (10) days' written notice. Town 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 by Consultant or Consultant's bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Consultant shall immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by Town, Consultant shall be entitled to payment for all Services performed to the date of termination to the extent such Services were performed to the satisfaction of Town in accordance with the terms and conditions of this Agreement. If Town terminates this Agreement for cause, Consultant shall be liable to Town for any excess cost Town incurs for completion of the Services.
 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.

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 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.

Such laws include, but are not limited to, the California Prevailing Wage Law, California Labor Code section 1720 et seq. Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of section 1720(a)(1) of the California Labor Code. Therefore, the services described in Exhibit A shall be performed in accordance with all applicable requirements of the California Prevailing Wage Law including, but not limited to, all applicable requirements contained in Exhibit B, which is attached to and made a

part of this Agreement. 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.

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 Email, deemed delivered upon transmittal.

E.

Town:

Veronica Siwy, Environmental Program Manager
Town of Windsor
P.O. Box 100
Windsor, California 95492-0100
(707) 838-1218
vsiwy@townofwindsor.com

Consultant:

Martin St. George, Environmental
Compliance Supervisor
City of Santa Rosa
4300 Llano Road
Santa Rosa, CA 95407
Phone: (707) 543-3409
Email: mstgeorge@srcity.org

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.** To the fullest extent allowed by law, Consultant shall indemnify, defend with counsel acceptable to Town, and hold harmless Town and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, suits, actions, arbitrations proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of Town.
- 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 of 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 0001).
 - 2. Insurance Services Office form number CA 0001 (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.

- 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 (Errors and Omissions): \$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. Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:
1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting"

coverage for a minimum of five (5) years after completion of contract work.

- H. **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.
- I. **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
Title

Ken MacNab
Town Manager

Recommended for Approval:

Jeneen Peterson
Administrative Services Director

Shannon Cotulla
Public Works Director/Town Engineer

Approved As to Form:

Jose M. Sanchez
Town Attorney

EXHIBIT A

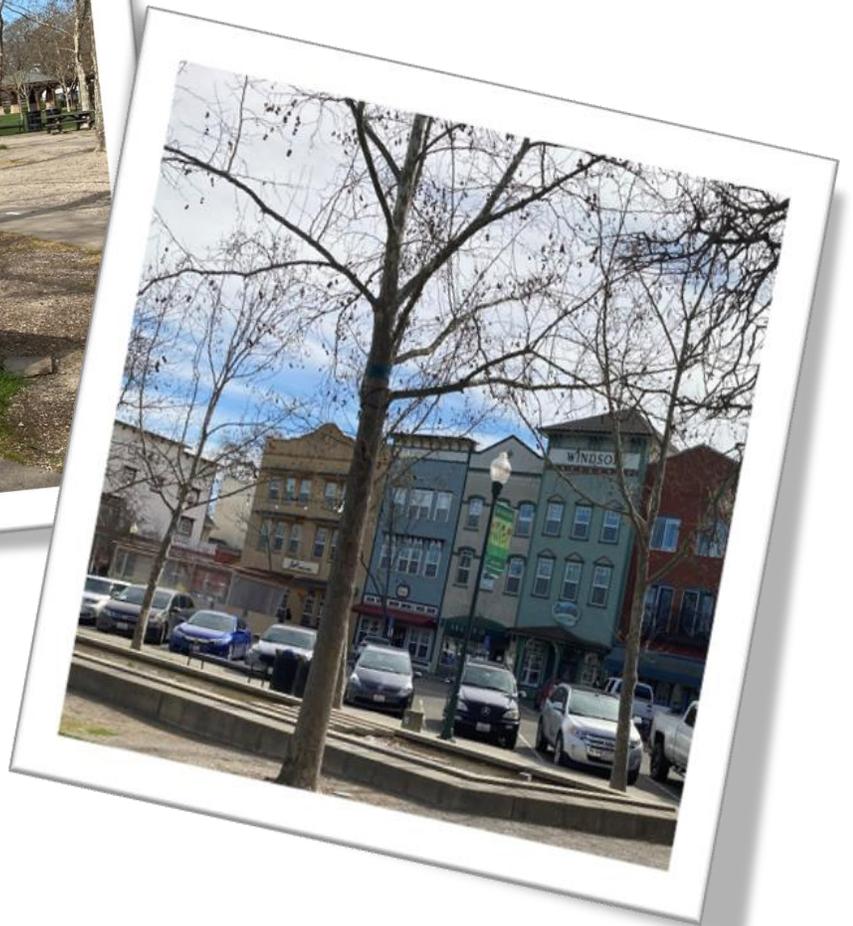
SCOPE OF SERVICES AND SCHEDULE

(See following 11 pages)

TOWN OF WINDSOR

ON-CALL SERVICES FOR STORM WATER & WASTEWATER PROGRAMS

Response to Request for Qualifications



Prepared for:

Veronica Siwy, Environmental Program Manager
Town of Windsor Public Works Department
Windsor, Ca. 95492-0100
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(707) 838-1218 (desk)
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Prepared by:



Contact:

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APPROACH TO WORK

The City of Santa Rosa has a well-developed Environmental Compliance Program that delivers the exact services requested in Windsor's request for qualifications to provide on-call services for storm water and wastewater environmental programs. In addition to serving the City of Santa Rosa, this pretreatment program supports the needs for four other Cities in Sonoma County and one special district. The City is intimately knowledgeable about the Town of Windsor's (Town) Industrial Waste Program because the City of Santa Rosa's Environmental Compliance (EC) Section coordinated with Town staff to assemble the framework for this program. During this time the Town established enforcement strategies, created permit applications, permits, outreach material, and surveys. In this proposal, the City of Santa Rosa will continue to use these materials and share new materials developed for the Santa Rosa Regional Water Reuse System (Regional System). As funding allows, the City of Santa Rosa can support the Town's efforts with professional review of Town developed program materials. The City of Santa Rosa's well-trained pretreatment staff are familiar with the Town's business community because they have been reviewing development plans and specifications, inspecting regulated industries, and helping to educate on the topics of environmental compliance for the past nine years. This continuity of service has allowed the business community to understand and meet the requirements of the Industrial Waste Program for the Town. In addition, EC staff members continue to share wastewater and stormwater pollution prevention awareness and source pollution reduction concepts to the Town.

Communication

Effective coordination of an Environmental Compliance Program requires excellent communication between the contractor and the Town. The City proposes to continue to maintain the current level of services to monitor new and existing facilities and track pretreatment information for the Town. As communication is the most critical component in support of the Storm Water and Wastewater Environmental Programs, the Environmental Compliance Supervisor (ECS) will participate in coordination meetings, this has been accomplished in the current Pretreatment Agreement through a bi-monthly schedule with additional meetings scheduled as needed to discuss issues as they arise. The City of Santa Rosa will designate one of the Environmental Compliance Inspectors (ECI) III to be the point of contact for regular coordination meetings between the Town and the City for services identified in this RFQ. The agenda of these meetings will identify new tasks and share updates to the Town on tasks being delivered and to delegate tasks to the appropriate level of inspector for completion of each task. Regular telephone and email communications will occur on an as needed basis between the Town and the ECS or their respective designee to discuss and appropriately manage inspection findings and resolve interpretations of regulations for a finding.

The designated ECI III will facilitate the coordination of the day to day inspections, permitting and sampling tasks in the Town. EC staff will share all relevant information collected during these activities with the Town. Information gathered from daily activities in the Town will be shared with the Environmental Program Manager through a combination of inspection write ups, emails, phone calls and in the Monthly Pretreatment group meeting between the City of Santa Rosa and the Town. The Town's wastewater users' files will be maintained with all relevant information from inspector interaction with facilities in the Town.

Pretreatment programs develop large amounts of data that needs to be tracked and the City of Santa Rosa currently uses the pretreatment software iPACS to track all relevant users in the Regional System and the Town. This software allows the pretreatment group to track details for each facility such as addresses, contact information, permits, inspection results, equipment listings, and history of enforcement actions. The software also enables EC staff to efficiently schedule inspections and permit renewal tasks to ensure that inspections are completed on time. EC staff use internal reports/inspection sheets generated from iPACS to alert pretreatment inspectors of upcoming inspection or permit tasks due for completion. EC staff includes a Department Application Specialist who maintains the iPACS system and exports data to the Town for use in the Town's Lucity software program.

Critical Source Inspections

The City of Santa Rosa developed and continues to successfully implement its own Stormwater critical source monitoring program to meet the requirements of the MS4 permit. The City of Santa Rosa worked with the Town to implement a similar critical Source program in Windsor. The City of Santa Rosa will continue performing critical source inspections for those businesses possessing a Town wastewater discharge permit. The City of Santa Rosa will work with the Town to determine critical source designation with information acquired during the application, inspection and permitting processes. EC staff will communicate findings to the Town in coordination meetings. The City of Santa Rosa and the Town will identify the critical source businesses and the Town will direct EC staff as to which critical source businesses are for the City to inspect.

Inspections and Permitting

The City of Santa Rosa will support the Town's wastewater program by assisting in identifying, permitting, and inspecting all potentially impactful wastewater users in the sewer collection system. Wastewater users of concern usually fall into the categories of commercial and industrial. Commercial users include restaurants, dental facilities, and oil/water separator facilities like carwashes and automotive businesses. Industrial users may include any facility with manufacturing, processing, and distribution of products where wastewater is created. EC staff will work under the direction of the Town to perform wastewater sampling at any industry deemed necessary. Any industrial facilities that fall under the definition of a Significant Industrial User in Title 40 Code of Federal Regulation 403.3 will be handled in accordance with the federal regulations. During facility site visits, inspectors will provide facility contacts with outreach materials and verbally educate contacts on ways to avoid negatively impacting the wastewater collection system.

The City of Santa Rosa will focus on permitting and inspecting users, identified by the Town, that have the potential to negatively impact the Town's collection system and will include stormwater observations and stormwater outreach material during site visits. The City of Santa Rosa will incorporate stormwater concerns into inspections of facilities that have a wastewater permit with the Town. EC Staff will work with the Town to ensure the stormwater critical source inspections of permitted facilities will be completed to meet stormwater NPDES due dates. EC Staff will respond to incidents that occur during regular working hours On Monday – Friday from 7:00am – 4:00pm excluding City recognized holidays.

Sampling and Monitoring

Sampling will be conducted by EC staff at the direction of the Town. EC staff will perform the sampling tasks with City of Santa Rosa sampling equipment. The City will perform time composite sampling with City automated composite sampling equipment for biochemical oxygen demand (BOD), total suspended solids (TSS) and metals as directed by the Town. Grab samples will be performed at the discharge sites for pH and temperature field tests. The City will sample for more constituents of concern for the evaluation of a new facility as the Town directs. Typically, two staff will be present during sampling events to ensure the safety of the samplers working around a manhole and /or exposed to automobile or forklift traffic. EC staff will maintain sampling equipment and sample in accordance with Environmental Laboratory Accreditation Program (ELAP) and US EPA Pretreatment Program standards. Unless otherwise directed, EC staff will submit samples to the ELAP certified Laguna Environmental Laboratory (LEL) where they will be evaluated for the analysis, with results available in 21 calendar days. Lab designation will be determined by the Town. Lab sample analysis performed at the LEL will be charged on a per sample basis (see **Table 3.** for sample costs on page 17).

Plan Check and Review

City staff will be available to conduct plan check and review for all businesses and industries requiring pretreatment devices or processes, including grease removal devices. When plans are submitted for review by the Town and the Environmental Program Manager deems them appropriate for the City of Santa Rosa to review, EC staff will perform the identified task within 2-3 business days. Pretreatment systems, pH adjustment, flow monitoring, grease interceptor, and oil/water separator sizing are some of the criteria that will be reviewed by the ECI III. During installation of the approved equipment EC staff will verify correct placement of equipment and connections. EC staff will coordinate with other authorities having jurisdiction in Sonoma County to verify correct placement of interceptors. EC staff will identify the installation of a flow control valve or venting but that is the limit of field plumbing review. EC staff can and will work on team inspection assignments with Town staff as needed.

Wastewater Discharge Application Support

When a new discharger with the potential to be permitted in the Town's Industrial Waste Program is identified, Santa Rosa will discuss the business with the Town in a coordination meeting. Businesses identified for a wastewater discharge permit application will be sent an application by the Town. If the applications are not returned, a City of Santa Rosa inspector, at the direction of the Town, will visit the site with an application and provide verbal instruction on how to complete the form and the expectations for the timely return of the application. City of Santa Rosa and Town staff will coordinate any additional action. The iPACS permit management software tracks and reviews the existing Town wastewater discharge permits to determine status and pending expiration. The ECI staff have their own personalized dashboards (home screens) that provide up to date information on permit status, which allows them to schedule meetings and inspections well in advance of a permit expiration. In addition, at the beginning of every month, inspection reports are generated for each business requiring a permit renewal inspection or regular inspection. It is during the permit renewal inspections that a new permit is processed with business representatives. If a change of ownership is discovered during

the permit renewal inspection then a permit application is distributed to the business and the application process starts. An inspection is still completed and Best Management Practices are discussed and distributed to the new owners. The ECI IIs are assigned the Commercial permits including food service, dental, and the carwash or automotive oil water separator/water separator business types. The EC IIIs are assigned all permit type renewals and inspections. Every effort will be made by the City of Santa Rosa to designate the Commercial task types to the ECI IIs.

Investigation of Illicit Discharge into Sanitary Sewer and Storm Drain System

The City of Santa Rosa currently investigates illicit discharges into the sanitary sewer and storm drain system monitoring 101 permitted businesses and industries. In addition, any illicit discharge discovered that the Town directs the City of Santa Rosa to investigate, EC staff will perform an inquiry of the discharge. Effective investigations require a good understanding of the nature of the regulated industries and relationships with key staff at each permitted facility. EC staff are able to continue with the current relationships and support businesses in making the correct decisions in dealing with the waste streams generated at each facility.

Enforcement

EC staff have a wealth of experience in conducting effective enforcement actions to bring facilities under compliance with local and federal regulations in a supportive and educational way that is easy for businesses to comply with the sometimes-complex requirements. Should the City of Santa Rosa staff find situations of non-compliance as per the permit conditions or Town ordinance, the EC inspector will give a corrective action verbally or through a written notice to the business representative. This will be followed up with immediate communication with the Town's Environmental Program Manager to determine if any other actions are required. Enforcement escalation will take place at the direction of the Town.

Billing

Billing will be performed by the ECS and the City of Santa Rosa's Senior Administrative Assistant (SAA). The ECS will collect the hours incurred from each EC staff for a calendar month and enter the hours in a spreadsheet under categories determined by the Town. An email will be sent to the SAA including the billable month's spreadsheet, which includes a breakdown of hours by task and staff level as an attachment with the total for the monthly billing contained in the email. The figure for the total time and material costs for the month will be billed to the Town by the SAA through iPACS and City of Santa Rosa's billing system. The email will be sent to the Town.

Indemnification and Insurance

The City of Santa Rosa will not be able to accept the present indemnification language in "Master Professional Services Agreement" included in the RFQ because the City of Santa Rosa is self-insured. The City of Santa Rosa would continue to provide program services with the indemnification sections and the City of Santa Rosa's self-insurance status that is included in the current agreement "AGREEMENT BETWEEN TOWN OF WINDSOR AND CITY OF SANTA ROSA FOR INDUSTRIAL WASTE PROGRAM SERVICES" January 2012. This agreement has served the City and the Town well over the past contract and does not appear to put either entity into a

disadvantageous position with regard to the delivery of services by the City to the Town. The current indemnification and insurance contract language is included in Appendix B.

PROJECT TEAM

Program Summary

The EC Section provides source control of wastewater dischargers in the Regional System and for the Town. This is achieved through the administration of an Environmental Protection Agency (EPA) mandated Industrial User Pretreatment Program, a Commercial Non-Residential Pollutant Control Program and several Pollution Prevention Programs. EPA representatives inspect the Pretreatment Program to validate the adherence to all Pretreatment Program requirements.

The EC Section ensures both the public interests and the occupational welfare of Santa Rosa Water resources including people, infrastructure, and the environment by conducting inspections and sampling permitted facilities and activities, responding to sewer related spills and issuing sound enforcement actions. The pretreatment program has achieved significant reductions in the loadings of heavy metals, toxic organics and other pollutants discharged into the collection system which would ultimately end up at the Regional System. Environmental benefits include the production of exceptionally high quality biosolids, biogas, and recycled water, as well as the beneficial reuse of plant effluent by contributing to geothermal groundwater recharge via the Geysers Recharge Project pipeline.

Our vision is a commitment to provide the highest quality environmental services, which enhances the quality of life within the cities of Santa Rosa, Sebastopol, Rohnert Park and Cotati by protecting the health, safety, and overall environment of our community. We would like to continue to offer this commitment of environmental services to the Town of Windsor.

If the City is selected to provide these services for the Town, the City will get authorization for the Director of Santa Rosa Water, Jennifer Burke, to be authorized to negotiate the contract.

History

The City of Santa Rosa's Industrial Pretreatment Program was initiated in 1975 and approved by the EPA and North Coast Regional Water Quality Control Board (RWQCB) in 1983. The EC Section is responsible for the Regional System's Industrial Pretreatment Program, providing source control of wastewater from the cities of Santa Rosa, Sebastopol, Rohnert Park and Cotati. In 2012 EC was contracted to implement the Town's pretreatment program.

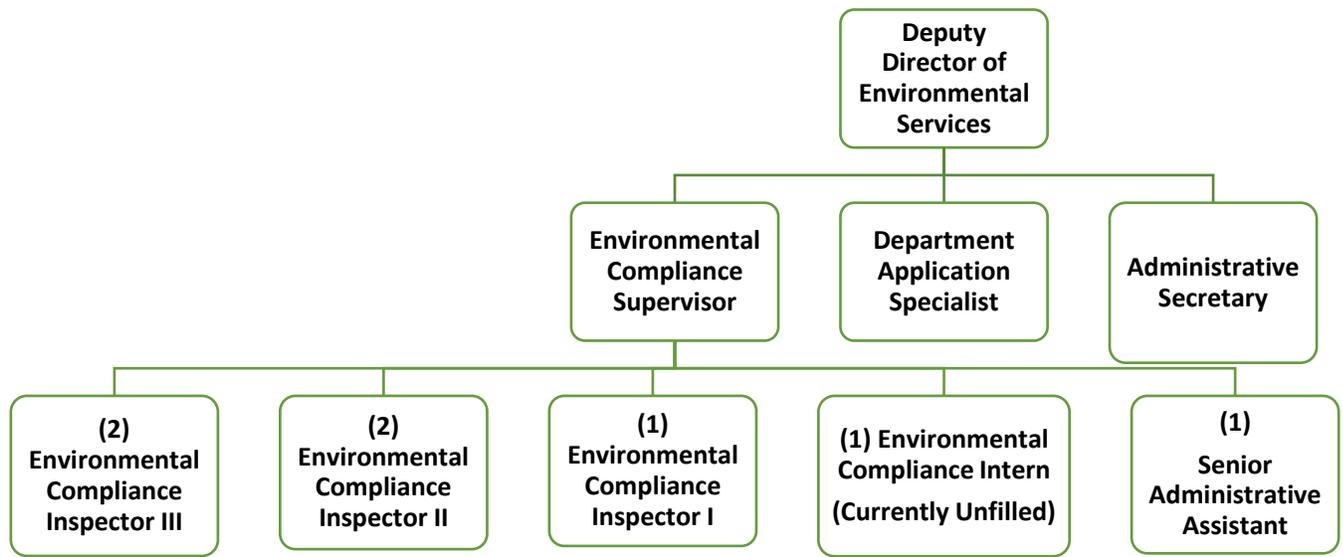
EC staff also develop and implement programs that educate residents about the proper disposal of household items such as kitchen grease, unwanted household medications, disposable wipes, and mercury thermometers.

Core Functions

- Manage and implement Industrial Pretreatment Program, inspect, and permit industrial and non-residential dischargers including sampling of identified business sectors

- Manage, monitor, and coordinate billing for Waste Haulers and surcharge dischargers
- Perform outreach and develop educational materials for pollution prevention
- Track and implement new regulations related to Industrial Pretreatment Program and related pollution prevention

Organization Chart



Below are brief descriptions of the positions shown above and the tasks they would perform for the Town under the terms of the contract. After position descriptions there is a biography for each staff member. Staff member resumes have been included at the end of the proposal as Attachment A.

Deputy Director of Environmental Services (Sean McNeil)

Oversight of the City of Santa Rosa’s pretreatment program that is currently mirrored in many ways for the Town. The Deputy Director of Environmental Services (DDES) has approval authority for the Environmental Compliance Section. The DDES ensures quality control of deliverables and ensures appropriate staffing to meet regulatory and contractual requirements.

Environmental Compliance Supervisor (Martin St. George – Project Team Leader)

The Environmental Compliance Supervisor manages the EC Section implementing the pretreatment program in the Regional System and the Town. The ECS ensures quality work output from staff performing inspection and sampling duties by developing and equipping staff with trainings in modern techniques and safety practices while sustaining knowledge of emerging contaminants of concern. The ECS assists in the field when necessary. The ECS will be responsible for tracking and reporting hours staff work to the Town. This position will assist in complex wastewater discharge problems and enforcement actions as needed.

programs, and the development and distribution of pollution prevention outreach materials to business and residential dischargers. These multijurisdictional agreements have been in place since May 1993 when the City of Santa Rosa began the Regional System program. The City of Santa Rosa developed local limits, enforcement response plans, ordinances, pollution prevention material, surveys, surcharge rates, a permits system, a computer system, a filing system, a sampling plan, a constituent identification method; all of which have been approved by audits of the program by the US EPA. Years of cooperation with the Regional Partners has made this a successful endeavor (see references section for contact information of Regional Partners).

Awards received by the City of Santa Rosa Water:

2018 State Large Collection system of the Year- California Water Environmental Association (CWEA)

2017 Redwood Empire Large Collection System of the Year- CWEA

2017 Award of Excellence- Public Outreach, Large Agency; Sewerman Campaign- CASA

2016 Utility of the Future award- NACWA, WEF, WE&RF, WaterReuse, EPA

2008 National 2nd Place Clean Water Act Recognition Award for Pretreatment Program Excellence greater than 21 SIUs - US Environmental Protection Agency National Award for programs over 21 SIUs.

Town of Windsor Industrial Waste Program

Starting in 2008 the City of Santa Rosa staff has collaborated with the Town and RMC, the Town consultant at the time, to lay the foundations of the Town's Industrial Waste Program. The City of Santa Rosa shared surveys, permits, and reviewed various reports to develop the perspective business base for the program. The City of Santa Rosa reviewed a pretreatment/industrial waste program draft sewer code at this time. The City of Santa Rosa provided its own resources while participating in the Town's program development as "good will" to help create a consistent program in the multi-city area. By maintaining similar pretreatment programs there is more consistency and less confusion for industry, commercial businesses, consultants and other vendors that support the Town's business community.

In 2012, the City of Santa Rosa was contracted to implement the source reduction program that continues to operate today in the Town of Windsor. Town staff have continually expressed positive recognition of the City of Santa Rosa's results that stems from a professional well-managed technical staff. The annual billing totals for calendar years 2016 to 2019 are populated in **Table 1**. The City of Santa Rosa annual billing for the Town's Industrial Pretreatment Program for the services identified in this RFQ broken down by calendar year (refer to **Table 1**. below). The Town's Industrial Waste Program matured from a startup and implementation phase into a normalization and maintenance phase, so the annual expenditures in the period from 2016 to 2019 is representative of the program's annual expenses. The year 2020 is not included because the pandemic impacted year is not representative of an average year of work performed.

Table 1. The City of Santa Rosa’s annual billing for the Town’s Industrial Pretreatment Program for the services identified in this RFQ broken down by calendar year

Calendar Year	Amount
2016	\$33,499.00
2017	\$39,301.00
2018	\$32,873.00
2019	\$28,854.00
Average	\$33,632.00

Town Contacts:

Sandi Potter, Deputy Director of Water and Environmental Management, spotter@townofwindsor.com

Veronica Siwy, Environment Program Manager, Town of Windsor, vsiw@townofwindsor.com
(707) 838-1218

REFERENCES

Mary Grace Pawson PE, City Engineer, City of Rohnert Park mpawson@rpcity.org

Mark Hendersen, Utility System Supervisor, City of Rohnert Park, mhenderson@rpcity.org

For Rohnert Park contacts Due to COVID-19 Pandemic the City of Rohnert Park prefer initial contact be made by email.

Craig A. Scott Public Works Director/City Engineer, City of Cotati, CScott@cotaticity.org (707) 665-3620.

RATE SCHEDULE

The City of Santa Rosa uses fully encumbered rates when performing on-call work, which is representative of the current working relationship between the Town and the City of Santa Rosa. The rate increase is anticipated at 2% a year for the three fiscal years included in the period of 2021-2024. Travel time is incurred at the fully encumbered hourly rate for a staff member. Vehicle costs and sampling equipment are also included in the fully encumbered rates. The Department Application Specialist and the Senior Administrative Assistant do not have a vehicle costs associated with the fully encumbered hourly rate.

Historically, the City of Santa Rosa ECI II and III positions perform most of the work supporting the Town’s wastewater and limited Stormwater tasks. The ECI II or III are supported by the ECI I only when Town staff identifies sampling events. Should the Town increase the scheduling of sampling events from the two weeks a year, the historical maximum, costs for field equipment will be reviewed.

The Department Application Specialist programs and runs data query reports in iPACS and the Senior Administrative Assistant participates in invoicing the Town.

A 3-year rate schedule for the City of Santa Rosa positions supporting the Town’s Stormwater and Wastewater Environmental Program is included in **Table 2**. This table includes fully encumbered hourly rates and reflects a 2% increase from the previous year. The cost for the Laguna Environmental Laboratory to process the samples for the Town is included in **Table 3**. Laguna Environmental Lab costs for conventional samples also includes a cost escalator of 2% per year.

Table 2. Santa Rosa’s fully encumbered hourly rates

Position	2021-2022	2022-2023	2023-2024
Position	(\$/hour)	(\$/hour)	(\$/hour)
Environmental Compliance Supervisor	186.02	189.74	193.54
Environmental Compliance Inspector III	155.37	158.48	161.65
Environmental Compliance Inspector II	137.03	139.77	142.57
Environmental Compliance Inspector I	119.24	121.62	124.06
Department Application Specialist	148.21	151.17	154.20
Senior Administrative Assistant	98.26	100.23	102.23

Table 3. Laguna Environmental Lab costs for conventional samples

	2021-2022	2022-2023	2023-2024
Sample Type	Cost Per Sample	Cost Per Sample	Cost Per Sample
Biochemical oxygen demand (BOD)	\$33.02	\$33.68	\$34.35
Total suspended solids (TSS)	\$17.10	\$17.44	\$17.79

The average cost invoiced per year by the City of Santa Rosa for the Town’s Industrial Waste Program for 2016-2019 from **Table 1**. Totals of the City of Santa Rosa’s annual billing for Town Industrial Pretreatment Program by calendar year is \$33,632.00.

CONFLICTS OF INTEREST

The City of Santa Rosa has supported the Town of Windsor for these same services and there has not ever been an instance of a conflict of interest. In a thorough review of the scope of work described in this RFQ there does not appear to be any additional risk for a conflict of interest.

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.

2890573.1

**TASK ORDER NO. 1
WITH CITY OF SANTA ROSA
FOR INDUSTRIAL WASTE PROGRAM SERVICES**

Contract:#001429

This Task Order No. **1** is entered into under the terms and provisions of the Master Professional Services Agreement between the Town of Windsor and **City of Santa Rosa** to be effective with the date of the MPSA.

Project Understanding

As-needed storm water and pretreatment inspections

Scope of Services

The Scope includes the following subtasks as needed:

Task 1: Administration

The following items shall be performed under this task:

- City shall continue monitoring with Town all industrial and/or commercial dischargers that have grease removal devices in place.
- City shall perform plan check review for new grease removal device applications. City shall provide written documentation for the approval or denial of any grease removal device applications.
- City shall coordinate with Town to identify industrial or commercial dischargers that currently do not have grease traps in place and should have installed grease removal devices.
- City and Town will coordinate to identify and inspect new industrial or commercial dischargers for the purpose of processing permit applications.
- City shall attend as-needed progress, planning and coordination meetings at Town's offices.
- City shall provide a monthly progress report and invoice, documenting activities performed, and planned upcoming activities. City will provide Town with the progress report, copies of any permits issued, written notices/correspondence to dischargers and/or written warnings/notice of violations/non-conformances issued.
- Town shall disclose new business license lists, water service turn "on and off" lists and any materials held by the Town that would indicate new dischargers to Town's Publicly Owned Treatment Works (POTW) to City.
- Town will send out the appropriate discharge applications and track timely returns of said applications.
- City shall provide technical review of Town's Enforcement Response Plan related to Industrial Waste Program.
- Town will conduct all enforcement actions more formal than a "Corrective Action Notice" or a "Notice of Violation.". Upon request, City will consult with Town

regarding other or more formal enforcement actions.

- City will provide a written inspection report for any inspections in the Town and will place them in the Town's dischargers file.

Task 2: Fats, Oils, and Grease (FOG)

The following items shall be performed under this task:

- City shall perform plan checks, inspections with written reports on commercial and industrial dischargers with grease removal devices, issue permits, and identify any issues with grease removal device maintenance, sizing, and/or non-conformance items. All enforcement actions other or more formal than a "Corrective Action Notice" or a "Notice of Violation" will be conducted by Town. Upon request, City will consult with Town regarding other or more formal enforcement actions.
- City will inspect all facilities with grease removal devices and a consistent compliance history at minimum of every other year, or more frequently as needed. City will inspect facilities with inconsistent compliance history at minimum of once a year, or more frequently as needed.

Task 3: Industrial and Storm Water Program

The following items shall be performed under this task:

- City shall review new industrial discharge applications. The City shall perform necessary inspections required for issuance of a permit. The City shall be responsible for following up with the applicant for additional information required, and either approving and issuing a permit, denying the permit, and/or issuing a request for additional actions to be taken prior to permit approval.
- The City will perform Critical Source inspections and hand out business educational material on proper BMPs for storm water, per the NPDES permit R1-2015-0030 at all new restaurants, automotive service facilities (including any dealerships), and auto-dismantlers. Permitting City staff availability and training, City will inspect or assist with the inspection of other facilities, specifically agreed upon by the Town and City, where pollutants are being discharged into the storm drain or have had history of discharges that may result in a water quality standard exceedance on behalf of the Town. The City will provide a monthly inventory of the sites inspected with permit required information. The City will also assist in follow-ups to businesses that are out of compliance and may need an initial violation letter.
- As necessary, new businesses may be required to obtain industrial discharge permits, including but not limited to: surchargers, machine shops, etc. The Town and City will coordinate to determine what types of businesses warrant a permit to be required.

Task 4: Incident Reporting

The following items shall be performed under this task:

- City shall communicate with dischargers that have an incident of illegal discharge to the sewer or storm drain system. After initially contacting the discharger, the City shall

perform inspections, sampling and reporting services for discharge violations that occur.

Task 5: Sampling Support

- City shall coordinate with Town to identify sampling needs, particularly with seasonal dischargers. At Town’s direction, and with the City’s written concurrence, City may provide sampling support for identified dischargers. Sampling support shall include but not be limited to analytical laboratory coordination, installation of samplers, collection of recommended number of samples, and delivery of sample(s) to the analytical laboratory. City shall provide the analytical laboratory reports to Town.

Project Team and Town Coordination

Martin St. George, Contractor, 707-543-3398

Veronica Siwy, Town Project Lead, vsiwy@townofwindsor.com

Sandi Potter, Town Project Coordinator, spotter@townofwindsor.com

Fee Estimate

Time and materials based on rate sheet in MPSA as Exhibit A:

Total not-to-exceed Fee:	Unencumbered PO requested	\$30,000
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Master Contract Total:

Task Order No. 1	\$30,000
Total	\$30,000

Schedule

On-going services as needed.

Executed on _____, at Windsor, California.

Consultant

Town of Windsor

Name: _____

Title: _____

Ken MacNab
Town Manager

Recommended for Approval:

Jeneen Peterson
Administrative Services Director

Shannon Cotulla
Public Works Director/Town Engineer