



**LINCOLN-SMD 1 WASTEWATER AUTHORITY
MEETING AGENDA**

Special Meeting of the Board of Directors

Lincoln City Hall, Third Floor Council Chambers
600 Sixth Street, Lincoln, CA 95648

June 19, 2024, at 11:00 a.m.

The public may also observe and participate in the meeting via Zoom at the following
videoconferencing link:

https://us06web.zoom.us/webinar/register/WN_L2bYfOdARYiQxL2vDwckAQ

Board of Directors

COUNTY OF PLACER

Jim Holmes, Chair
Shanti Landon

CITY OF LINCOLN

Holly Andreatta, Vice Chair
Dan Karleskint

General Manager and Secretary

Jim Mulligan

Legal Counsel

Wes Miliband

PRELIMINARY MATTERS

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. PUBLIC COMMENT ON NON-AGENDA ITEMS

Any member of the public wishing to address the Board of Directors regarding items not on the Agenda within the Authority's subject matter jurisdiction should do so at this time. With respect to items on the Agenda, the Board will receive public comments at the time the item is opened for discussions, prior to any vote or other Board action. A three-minute time limit is requested. Please complete a speaker card and submit it to the General Manager at the meeting.

ACTION CALENDAR

- 1. APPROVAL OF MINUTES – 05/10/24 Regular Meeting
- 2. CONSENT ITEMS



It is recommended by the General Manager that these items, which are expected to be routine in nature and without controversy, be received and acted upon by the Board without discussion. If any Board member or interested party requests that an item be removed from the Consent Calendar for discussion, it will be considered separately. The consent calendar may be approved by a single motion to approve, followed by a second and then a call for vote.

- 2.1 APPROVAL AND AUTHORIZATION TO EXECUTE AGREEMENT WITH MILIBAND WATER LAW FOR GENERAL COUNSEL SERVICES – Consider approval of professional services agreement with Miliband Water Law from May 18, 2024 until terminated with 30 days’ notice. – A written report.
3. APPROVAL AND AUTHORIZATION TO EXECUTE AMENDMENT TO AGREEMENT WITH STANTEC TO CONTINUE OPERATION OF LISWA FACILITIES POTENTIALLY THROUGH AUGUST 2024 BUT SUBJECT TO TERMINATION PURSUANT TO THE MAY 2023 AGREEMENT, IN AN AMOUNT UP TO \$1,440,584 – Consider re-approval of operations extension with Stantec to confirm operations are needed past June 30, 2024. – A written and verbal report.
4. APPROVAL AND AUTHORIZATION TO EXECUTE AND ADMINISTER THE AGREEMENT WITH JACOBS PROJECT MANAGEMENT COMPANY FOR THE OPERATIONS, MAINTENANCE and MANAGEMENT SERVICES of the LINCOLN-SMD1 WASTEWATER TREATMENT and RECLAMATION FACILITIES – Consider approval of the Operations, Maintenance and Management Services Agreement with Jacobs Project Management Company for a five-year term, subject to renewal, with the first year in an amount of \$4,310,452 with contract escalators for the subsequent years from August 1, 2024 to July 31, 2029, and authorize the General Manager to execute and administer the agreement.
5. APPROVAL AND AUTHORIZATION TO EXECUTE AGREEMENT WITH WEST YOST ASSOCIATES FOR GENERAL MANAGER, BOARD SECRETARY, AUTHORITY ENGINEER AND AUTHORITY SUPPORT SERVICES – Consider approval of agreement with West Yost Associates for an amount up to \$774,480.00 from July 1, 2024 through June 30, 2025 subject to one-year renewal increments, and authorizing the LiSWA Board Chair to execute the agreement. – A written and verbal report.
6. LiSWA 2024/25 BUDGET APPROVAL AND AUTHORIZATION– Consider approval of LiSWA 2024/25 Budget. – A written report and presentation.
7. DIRECTOR’S COMMENTS

ADJOURNMENT

THE FOLLOWING INFORMATION IS PROVIDED TO ASSIST WITH PUBLIC PARTICIPATION:

Americans with Disabilities Act (ADA): In compliance with the ADA, if you need special assistance to participate in this meeting or other services in conjunction with this meeting, please contact the Lincoln City Clerk’s Office at (916) 434-2490. The meeting room is wheelchair accessible and disabled parking is available. Notification at least 24 hours prior to the meeting or time when services are needed will assist staff in assuring reasonable arrangements can be made to provide accessibility to the meeting or service.

Agenda Availability: The main posting location of the LiSWA Agenda is on the public kiosk outside the entrance of Lincoln City Hall, 600 6th Street, Lincoln, California. Agenda Packets are available for review at the Lincoln City Clerk’s Office, 600 6th Street, Lincoln, California.



**LINCOLN-SMD 1 WASTEWATER AUTHORITY
MEETING MINUTES**

Regular Meeting of the Board of Directors

May 10, 2024, at 10:00 a.m.

Board of Directors

COUNTY OF PLACER

Jim Holmes, Chair
Shanti Landon

CITY OF LINCOLN

Holly Andreatta, Vice Chair
Dan Karleskint

General Manager and Secretary

George Barber

Legal Counsel

Wes Miliband

PRELIMINARY MATTERS

- A. CALL TO ORDER - *The meeting was called to order at 10:00 am.*
- B. PLEDGE OF ALLEGIANCE-*The pledge was led by Chair Holmes.*
- C. ROLL CALL

*Jim Holmes, Chair
Holly Andreatta, Vice Chair
Dan Karleskint, Director
Shanti Landon, Director
Staff present:
George Barber, General Manager and Board Secretary
Wes Miliband, Legal Counsel*

- D. PUBLIC COMMENT ON NON-AGENDA ITEMS

There were no public comments on non-agenda items.

ACTION CALENDAR

- 1. APPROVAL OF MINUTES – 04/12/24 Regular Meeting & 04/12/24 Special Meeting
Motion to approve by Director Andreatta, Second by Director Landon, Approved 4-0.
- 2. CONSENT ITEMS
 - 2.1 None



3. GENERAL MANAGER'S REPORT AND UPDATE – A written and verbal report was provided discussing the operations contract process, potential contract assignments, upcoming audit, and the appraisal process.
4. OPERATIONS REPORT AND UPDATE - A written and verbal report was provided by Gary Hengst, Chief Operator, Board questions were answered as he discussed projects and operations.
5. INDUSTRIAL PRETREATMENT PROGRAM – The program was discussed and questions answered. The motion for approval was made by Director Landon, second by Director Karleskint, Approved 4-0.
6. STATUS OF CONTRACTUAL DISCUSSIONS BETWEEN LiSWA AND JACOBS FOR THE OPERATION, MAINTENANCE AND MANAGEMENT OF LiSWA's WASTEWATER TREATMENT AND RECLAMATION FACILITIES – A verbal update was provided to the Board.
7. 2024/25 BUDGET PRESENTATION– The budget was presented and discussed. The Board requested more details in the budget.
8. LEGAL REPORT – Counsel had no report.
9. DIRECTOR'S COMMENTS– Directors expressed appreciation to the General Manager for the work involved in getting LiSWA up and running as we transition to a change in West Yost staffing for support.

The Board moved into closed session at 10:33 am.

10. CLOSED SESSION MATTERS: CONVENE TO CLOSED SESSION FOR MATTER(S) LISTED ON THE AGENDA
 - 10.1 THREAT TO PUBLIC SERVICES OR FACILITIES pursuant to Gov. Code § 54957(a)
Consultation with: George Barber, General Manager and Jennifer Brown, City of Lincoln Chief Innovation and Technology Officer
 - 10.2 Public Employee Evaluation
(Government Code § 54957(b)(1))
Title: General Manager and Board Secretary

The Board came out of closed session at 11:07 pm. Legal Counsel reported there was no reportable action.

ADJOURNMENT The meeting was adjourned at 11:08 am.



Lincoln-SMD1 Wastewater Authority

Memorandum

To: Board of Directors
From: George Barber, General Manager
Date: 06/19/24 Special Board Meeting

Agenda Item #2

SUBJECT: Consent Items

It is recommended by the General Manager that these items, which are expected to be routine in nature and without controversy, be received and acted upon by the Board without discussion. If any Board member or interested party requests that an item be removed from the Consent Calendar for discussion, it will be considered separately. The consent calendar may be approved by a single motion to approve, followed by a second and then a call for vote.

2.1 APPROVAL AND AUTHORIZATION TO EXECUTE AGREEMENT WITH MILIBAND WATER LAW FOR GENERAL COUNSEL SERVICES.

As you were informed via email, Wes Miliband left his firm and started his own. Attached you will find an agreement for your consideration to stay with Wes at his new firm. Wes has been an integral part of getting LiSWA up and running. He has also played a pivotal role in the negotiations with Jacobs. It is prudent to continue to use his expertise.

Action Requested:

“Approval of professional services agreement with Miliband Water Law from May 18, 2024 until terminated with 30 days’ notice and authorize the General Manager to execute and administer the agreement.”

AGREEMENT FOR LEGAL SERVICES

I. PARTIES

This Agreement for Legal Services (“Agreement”) is entered into by and between the law firm of MILIBAND WATER LAW, hereinafter referred to as “Law Firm” and LINCOLN-SMD1 WASTEWATER AUTHORITY, hereinafter referred to as “Client” or “LiSWA”.

II. PURPOSE

Client desires to retain and engage Law Firm to perform legal services on Client’s behalf consisting of General Counsel services and such other services as agreed to in writing between Law Firm and Client, with Wes Miliband of Law Firm being the attorney lead and serving as General Counsel to Client. Law Firm accepts this engagement on the terms and conditions contained in this Agreement.

III. TERMS AND CONDITIONS

A. Fees for Services

1. Standard Hourly Rate Services

Client agrees to pay Law Firm at the following standard hourly rates for General Counsel services and other services unless other rates are agreed to in writing for complex matters or litigation:

Principal/Partners (10+ years experience)	\$365
Senior Associates (7-10 years experience)	\$325
Associates (up to 7 years experience)	\$300
Paralegals/Law Clerks	\$195
Transcriptions	\$ 70

Pursuant and subject to the California Rules of Professional Conduct, Law Firm may staff matters at Law Firm’s discretion including, without limitation, utilization of independent contractors for paralegal, law clerk, or attorney services, so long as ethical and such other circumstances do not prohibit utilization of the specific person sought by Law Firm due to conflicts of interest or such other circumstances. Client will be billed at the hourly rates set forth above, or below in Section III.A.2 if applicable.

2. Fee Arrangements for Specialized Legal Services

For litigation and other specialized advisory or transactional services (though not always officially recognized as a “specialty” by the State Bar of California), Client agrees to pay Law Firm at rates higher than the standard hourly rates, if and only if sought by Law Firm and agreed to in writing between Client and Law Firm.

3. Costs and Expenses

In addition to the fees described above, Client agrees to pay a three percent (3%) “administrative fee” calculated and based on the total monthly billed fees to cover certain operating expenses of Law Firm incurred in providing services to Client. This administrative fee is in lieu of charging Client for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage.

Costs relating to fees charged by third parties retained to perform services ancillary to Law Firm’s representation of Client are not included in the administrative fee and are charged separately. These include, but are not limited to, deposition and court reporter fees, transcript costs, witness fees (including expert witnesses), process server fees, and other similar third party fees. Law Firm shall not be obligated to advance costs on behalf of Client; however, for purposes of convenience and in order to expedite matters, Law Firm reserves the right to advance costs on behalf of Client with the prior approval of Client’s designee in the event a particular cost item exceeds \$1,000.00 in amount, and without the prior approval of Client’s designee in the event a particular cost item totals \$1,000.00 or less.

If Law Firm retains, with authorization from Client, experts or outside consultants for the benefit of Client, rather than Client contracting directly with any expert or outside consultant, Client agrees to pay a five percent (5%) “consultant processing fee” in addition to the actual costs paid by Law Firm to the expert or outside consultant if and only if invoices are payable and due to the expert or consultant and Client has not yet paid Law Firm for such invoice that is due and payable to the expert or consultant.

B. Billing Practices

1. A detailed description of the work performed and the costs and expenses advanced by Law Firm will be prepared on a monthly basis as of the last day of the month and will be submitted to Client on or about the 5th of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement, will be due to Law Firm from Client within 30 days of being submitted to Client, unless other arrangements are made. In the event that there are funds of Client in Law Firm’s Trust Account at the time a monthly billing statement is prepared, funds will be transferred from Law Firm’s Trust Account to Law Firm’s General Account to the extent of the balance due on the monthly statement and a credit will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 60 days will be subject to a 1% per month service charge.

2. Law Firm shall bill in one-tenth hour increments.

3. Client agrees to review Law Firm's monthly statements promptly upon receipt and to notify Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with Law Firm's monthly statement within thirty (30) days of Client's receipt thereof shall be deemed to signify Client's agreement that the monthly billing statement accurately reflects the services performed and the proper charge for those services.

C. Termination of Representation on a Particular Matter

Law Firm reserves the right to discontinue the performance of legal services on behalf of Client on a particular matter upon the occurrence of any one or more of the following events, subject to the California State Bar's Rules of Professional Conduct:

1. Upon order of a court of law requiring Law Firm to discontinue the performance of legal services;

2. Upon a determination by Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue the performance of legal services;

3. Upon a failure of Client to perform any of Client's obligations with respect to the payment of Law Firm's fees, costs or expenses as reflected on the monthly bill; or

4. Upon a failure of Client to perform any of Client's obligations with respect to the duty of cooperation with Law Firm in connection with Law Firm's representation of Client.

In the event that Law Firm ceases to perform services for Client on a matter, Client agrees that it will promptly pay to Law Firm any and all unpaid fees and costs advanced, and retrieve all of its files, signing a receipt therefor. Further, Client agrees that, with respect to any litigation where Law Firm has made an appearance in a court of law on its behalf, Client will promptly execute an appropriate Substitution of Attorney form. Any termination of Law Firm's representation on such a matter may be subject to approval by the applicable court of law.

D. Conflicts of Interest and Consent to Joint Representation

Law Firm has concluded that it currently does not have any conflicts of interest with Client. Law Firm shall evaluate if a potential or actual conflict of interest arises as circumstances warrant and become known to Law Firm.

Client acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public agencies involved in the same matter. In such situations involving Client and before proceeding with representation, Law Firm shall seek separate written consent to joint representation from all involved clients of Law Firm if permissible according to ethical principles applicable to attorneys as governed by the California Rules of Professional Conduct.

E. Client Cooperation.

Client agrees to fully cooperate with Law Firm in connection with Law Firm's representation of Client, including but not limited to, conducting public meetings and hearings, attending mandatory court hearings and other appearances, making its employees and officials available when appropriate, and providing accurate information and documentation necessary to enable Law Firm to adequately represent Client.

F. Consent to Law Firm Communication

As part of Law Firm's commitment to client service, Law Firm may send to Client periodic alerts on case developments and legislative changes, and notices, when relevant to services provided, conferences and other training opportunities designed to help Client with daily legal concerns. Law Firm will send those and other additional service notices to Client via electronic mail at the email address which Client designates or the email used in Client's communications with Law Firm. By execution of this Agreement, Client and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

G. Identification of Insurance Coverage

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, Client agrees that it is Client's own responsibility, rather than Law Firm's responsibility, to identify potential insurance coverage and to tender legal matters to any appropriate insurance companies that may insure Client. If Client desires that Law Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between Client and Law Firm to that effect will be required.

H. Miscellaneous

1. Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

2. The parties to this Agreement agree that Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of Client.

3. After a file on a matter is closed, Client has a right to request Law Firm to return the file to Client. Absent such a request, Law Firm shall retain the file on Client's behalf in accordance with applicable rules and/or customs and practices of licensed attorneys in the State of California.

IV. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, breach of fiduciary duty, misrepresentation, or conflict of interest, such

dispute shall be resolved by confidential and binding arbitration upon the written request of one party after service of that request on the other party.

There are significant advantages and disadvantages of binding arbitration. The parties shall agree on an arbitrator with special skills and experience to hear and determine the dispute unlike in a court proceeding where a judge is assigned. If the parties cannot agree, then the Superior Court of Sacramento County shall choose an impartial arbitrator whose decision shall be final and conclusive on all matters.

The parties shall each have the right of discovery in accordance with Code of Civil Procedure Section 1283. Arbitrations conducted pursuant to this agreement permit the same discovery rights as in a court proceeding. Each party shall bear their own costs and attorney fees, including payments to the arbitrator which can be significantly more costly than the filing fee in Court proceedings where costs may be awarded to the prevailing party. Each party to this agreement waives and therefore gives up important constitutional rights in arbitration as the arbitrator's decision is final. There is no right to appeal to challenge any errors made in the arbitration proceeding. Unlike court proceedings, arbitration proceedings are conducted privately and the outcome will remain confidential. There is no right to a trial by a judge or jury of one's peers. There is no limitation on the type of monetary damage that can be awarded by the arbitrator. The client is advised that the client has the right to have an independent lawyer of client's choice review this arbitration provision.

V. DURATION

This Agreement shall commence as of May 18, 2024 and continue from month to month at the then current rate schedules until modified in writing by agreement between Law Firm and Client. Either Client or Law Firm may terminate this Agreement on thirty (30) days' written notice.

“Law Firm”

MILIBAND WATER LAW

Dated: May 18, 2024

By: 
Wesley A. Miliband, Principal

“LiSWA”

LINCOLN-SMD1 WASTEWATER AUTHORITY

Dated: _____

By: _____
George Barber, General Manager



Lincoln-SMD1 Wastewater Authority

Memorandum

To: Board of Directors
From: Jim Mulligan, General Manager
Date: 05/19/24 Special Board Meeting

Agenda Item #3

SUBJECT: APPROVAL AND AUTHORIZATION TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES, INC., FOR THE OPERATION OF LISWA FACILITIES TO CONTINUE OPERATIONS UP TO TWO MONTHS

Consider approval of an amendment to the operations agreement with Stantec to continue operations for up to an additional two months (potentially through August 2024) in an amount up to \$1,440,584 and authorize the General Manager to execute the agreement.

Stantec requested LiSWA staff seek clarification that the prior extension amendment authorized by the Board at its March 2024 meeting make more clear that the Stantec's services may be needed through August 2024 but if not, then LiSWA would exercise its right under the May 2023 Stantec Agreement to terminate the contract and services earlier.

General Counsel worked with Stantec to come up with the revised amendment.

Staff Recommendation:

“Approval of an amendment to the operations agreement with Stantec to continue operations for up to an additional two months (potentially through August 2024) in an amount up to \$1,440,584 and authorize the General Manager to execute the agreement.”



PROFESSIONAL SERVICES AGREEMENT AMENDMENT

This Amendment is made and entered into effective June 10, 2024 (the "Amendment Date") by and between:

"Client"

Name: Lincoln SMD-1 Wastewater Authority
Address: 600 Sixth Street Lincoln, CA 95648
Phone: (530) 378-5240
Representative: George Barber, General Manager Email: gbarber@westyost.com

"Stantec"

Name: Stantec Consulting Services Inc.
Address: 1245 Fiddymont Road, Lincoln 95648
Phone: (916) 434-5062
Representative: Gary Hengst, Chief Plant Operator Email: Gary.Hengst@stantec.com

Project Name (the "Project"): Lincoln Wastewater Treatment and Reclamation Facility

The Client and Stantec may be referred to herein individually as "Party" and collectively as the "Parties."

The Parties agree to amend their existing agreement, dated May 1, 2023 ("Agreement") by extending the term of the Agreement to August 31, 2024, unless terminated earlier upon notice in accordance with the Termination provisions of the Agreement, with an additional budget of \$1,440,584.00, with all other provisions of the existing agreement remaining unchanged. Invoices may be submitted following Agreement completion for costs incurred and services rendered prior to Agreement completion. This amendment shall supersede and replace the estimated completion date of the Agreement and any and all prior amendments heretofore entered. All other provisions in the Agreement will remain in full force and effect.

The Parties, intending to be legally bound, have made, accepted and executed this Amendment as of the Amendment Date noted above.

LINCOLN SMD-1 WASTEWATER AUTHORITY

Stantec Consulting Services Inc.

George Barber, General Manager
Print Name and Title

Steven L. Beck, Senior Principal
Print Name and Title

Signature _____

Signature Steven L. Beck



Lincoln-SMD1 Wastewater Authority

Memorandum

To: Board of Directors
From: Jim Mulligan, General Manager
Date: 05/19/24 Special Board Meeting

Agenda Item #4

SUBJECT: APPROVAL AND AUTHORIZATION TO EXECUTE AND ADMINISTER THE AGREEMENT WITH JACOBS PROJECT MANAGEMENT COMPANY FOR THE OPERATIONS, MAINTENANCE and MANAGEMENT SERVICES of the LINCOLN-SMD1 WASTEWATER TREATMENT and RECLAMATION FACILITIES (Operations Agreement)

Consider approval of the Operations Agreement with Jacobs Project Management Company for a five-year term, subject to renewal, with the first year in an amount of \$4,310,452 with contract escalators for the subsequent years from August 1, 2024 to July 31, 2029 and authorize the General Manager to execute and administer the agreement.

We are pleased to present to the Board for its consideration, the attached proposed agreement with Jacobs Project Management Company for the operation of the LiSWA facilities.

I would like to express my appreciation for the efforts of the committee during this negotiation. They all proved to be engaged, thoughtful and looking out for the best interest of LiSWA. I would also like to express appreciation for the Jacobs negotiating team for working through this agreement in a professional manner.

The highlights of the agreement include:

- An Annual Base Fee of \$2,418,795 that will escalate each year at an agreed upon combination of indexes that meet industry standards.
- A one time start up fee of \$331,304 to bring on staff and assimilate to the project.
- Rebate accounts for Repair and Maintenance (\$44,068), Solids Handling (\$916,285), and Chemicals (\$500,000). At the end of each year LiSWA either pay any shortage of the actual cost or receive a rebate to be paid to LiSWA or carried over to the next year at our choice.
- Discounted Engineering Services for up to \$100,000 each year.

After many meetings collectively with Jacobs and with the negotiating committee we are happy to make the following recommendation:

Staff Recommendation:

“Approval of the Operations Agreement with Jacobs Project Management Company for a five-year term, subject to renewal, with the first year in an amount of \$4,310,452 with contract

escalators for the subsequent years from August 1, 2024 to July 31, 2029 and authorize the General Manager to execute and administer the agreement.”

AGREEMENT
for
OPERATIONS, MAINTENANCE and
MANAGEMENT SERVICES of the
LINCOLN-SMD1 WASTEWATER
TREATMENT and RECLAMATION
FACILITIES

AGREEMENT FOR OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into this _____ day of June 2024, (“Contract Date”) by and between Lincoln-Sewer Maintenance District 1 Wastewater Authority, whose address for any formal notice is 1245 Fiddymont Road, Lincoln, CA 95648, Attn: LiSWA General Manager (“Owner”) and Jacobs Project Management Company whose address for any formal notice is 6312 S. Fiddlers Green Circle, Suite 300, Greenwood Village, CO 80111, Attn: OMFS Counsel (“Contractor”), collectively referred to as the “Parties”.

STATEMENT OF PURPOSE

WHEREAS, Owner owns certain facilities and systems which are further described herein in **Appendix C**;

WHEREAS, Owner issued a Request for Qualifications during September 2023 and a Request for Proposal on January 15, 2024 for the Operation, Management and Maintenance of such facilities and systems, where Contractor was the proposer selected by Owner; and

WHEREAS, Owner desires to employ Contractor to perform certain operation, maintenance, and management services, that are more particularly described in this Agreement and appendices which include, but are not limited to:

- Labor and benefits
- Laboratory and analytical services
- Routine maintenance of facilities and associated equipment
- Reporting to regulatory agencies
- Management of the operations and maintenance
- Dewatered bio-solids (including screenings) hauling and disposal
- Information Technology services
- SCADA services
- Cybersecurity Services
- Instrumentation Control services
- Small Capital Improvement Program (CIP) Project services
- Services during upgrade projects.

The provision of such services are more specifically described in **Appendix A** and subject to the terms and conditions set forth herein.

NOW THEREFORE, Owner and Contractor agree as follows:

1. DEFINITIONS

- 1.1 “Adequate Nutrients” means plant influent nitrogen, phosphorous, and iron contents proportional to BOD₅ in the ratio of five (5) parts nitrogen, one (1) part phosphorous, and one-half (0.5) part iron for each one hundred (100) parts BOD₅.

- 1.2 “Applicable Law” means as of the Contract Date (1) any federal, state or local law, code, regulation, consent order or agreement; (2) any formally adopted and generally applicable rule, requirement, determination, standard, policy, implementation schedule or order of any Governmental Body having appropriate jurisdiction; (3) any established interpretation of law or regulation utilized by an appropriate Governmental Body if such interpretation is documented by such regulatory body and generally applicable; and (4) any Permit.
- 1.3 “Base Fee” means the compensation paid by Owner to Contractor for the base services defined in **Appendix A** of this Agreement for any Contract Year of the Agreement.
- 1.4 “Biologically Toxic Substances” means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary to meet Applicable Law. Biologically Toxic Substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.
- 1.5 “BOD₅” means Biochemical Oxygen Demand over a five (5) day period.
- 1.6 “Capital Expenditures” means any expenditures for (i) the purchase of new equipment or facility items that cost more than five Thousand Dollars (\$5,000.00); (ii) Major Repairs that cost more than Five Thousand Dollars (\$5,000.00); or (iii) expenditures that are planned, non-routine, and budgeted by Owner. Capital Expenditures are not Repairs. Owner is responsible for payment of Capital Expenditures, unless otherwise agreed to by the Parties. The limitation set forth above as to Five Thousand Dollars (\$5,000.00) may change during the life of the Agreement, but only if deemed by Owner to be legally compliant and with such change documented with the new limitation amount and acknowledged by Contractor. Capital Expenditures shall be subject to review and approval by Owner.
- 1.7 “Change in Scope” means events or services beyond the Scope of Services set forth in **Appendix A**.
- 1.8 “Chemical Limit” means the limit of chemical expenditures paid for by Contractor for the Project for any one Contract Year.
- 1.9 “Commencement Date” means the date services will begin for the Owner under this Agreement as defined in Section 2.1.
- 1.10 “Contract Year” means any period during the Term of this Agreement commencing on the Commencement Date or any anniversary thereof and concluding twelve (12) months thereafter.
- 1.11 “Initial Term” means the first term of the Agreement as defined in Section 2.1.
- 1.12 “Permit” means the permits issued to the Owner for the operation of the Project. This includes the NPDES Permit Nos. _____. Copies of these Permits are included in **Appendix F**.

- 1.13 “Preventive Maintenance” means routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or Contractor to maximize the service life of the equipment, sewer, vehicles, and facility.
- 1.14 “Project” means all equipment, vehicles, grounds, and facilities described in **Appendix C** and **Appendix E**.
- 1.15 “Renewal Term” means any additional term of this Agreement beyond the Initial Term of the Agreement as defined in Section 2.1.
- 1.16 “Repairs” means non-routine/non-repetitive activities required for operational continuity, safety, and performance generally resulting from failure or necessary to avert a failure of the equipment, sewer, vehicle, or facility or some component thereof.
- 1.17 “Repair and Maintenance Limit” means the limit of Repair and Preventative Maintenance expenditures paid for by Contractor for the Project for any one Contract Year. The Repairs and Maintenance Limit does not include labor costs for Repairs and Preventative Maintenance performed by Contractor staff assigned to the Project. However, Contractor’s specialized maintenance personnel not assigned to the Project, who provide specialized services, including, but not limited to, vibration, thermographic and electrical analyses, instrumentation Repairs will be charged to the Repair and Maintenance Limit.
- 1.18 “Solids Limit” means the limit of solids transportation and disposal expenditures paid for by Contractor for the Project for any one Contract Year.
- 1.19 “Term” means the Initial Term and any Renewal Term.
- 1.20 “Unforeseen Circumstances” means any event or condition that has a material effect on the rights or obligations of the Parties under this Agreement or the Project beyond the reasonable control or anticipation of the party, which constitutes a reasonable justification for a delay in or non-performance of action required by this Agreement, subject first to the party seeking delay or non-performance to inform the other party upon learning of such circumstance to identify, if feasible, a mutually agreeable alternative so as not to delay or disrupt performance. Unforeseen Circumstances include, but are not limited to:
- 1.20.1 an act of God, landslide, lightening, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war blockade, sabotage, insurrection, riot or civil disturbance or a pandemic event;
 - 1.20.2 any relevant and material change in Applicable Law after the Contract Date;
 - 1.20.3 labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strike or work slowdowns or stoppages by employees of Contractor or such other employee shortages of Contractor;

- 1.20.4 influent does not contain Adequate Nutrients to support operation of the Wastewater Treatment and Reclamation Facility's biological processes or contains Biologically Toxic Substances or other substances that may cause pass-through or interference that cannot be removed by the existing processes and facilities;
- 1.20.5 loss of or inability to obtain service from a utility or chemical from a vendor necessary for the operation and maintenance of the Project;
- 1.20.6 the flow, influent biochemical demand (BOD₅,) and/or total suspended solids (TSS) exceeds the Wastewater Treatment and Reclamation Facility's design parameters and other parameters that exceed the plant's maximum allowable loadings;
- 1.20.7 insufficient volume of raw water to satisfy production demands; or
- 1.20.8 for Contractor, Owner's breach of this Agreement.

2. TERM

2.1 The Initial Term of this Agreement will be for five (5) years commencing on _____, 2024 (the "Commencement Date"). Thereafter, this Agreement will be subject to renewal for successive terms of five (5) years each ("Renewal Term"), unless cancelled by either party not less than one hundred twenty (120) calendar days prior to expiration and subject to the following as a condition precedent to renewal:

2.1.1 At eighteen (18) months prior to expiration of the Initial Term, or subsequent term as the case may be, the Parties shall meet to discuss any needs or desires to address as potential changes to the Agreement, and if unresolved twelve (12) months prior to expiration of the then-current term of the Agreement, then Owner reserves all rights to engage in a public process including, without limitation, a Request for Qualifications and/or Proposals for operations, maintenance, and management of the Owner's Wastewater Treatment and Reclamation Facility as more particularly described in Appendix C and throughout this Agreement ("WWTRF"). Should Contractor decide not to seek renewal of this Agreement between one hundred twenty-one (121) to one hundred eighty calendar days (180) of the then-set time for expiration of this Agreement, and if Contractor continues past the then-set expiration of this Agreement, Contractor agrees that its compensation shall continue as set forth in the Agreement for up to ninety (90) days.

2.2 Prior to the Commencement Date, Contractor shall provide transition and start-up services to Owner and to the employees of Owner's current operator, for a period of up to one hundred and twenty (120) days. Contractor shall provide weekly updates on the transition process via email to Jim Mulligan (jmulligan@westyost.com) or such other LiSWA General Manager at that time.

- 2.3 Either party may terminate this Agreement for a material breach by the other party if the other party fails to correct the breach within thirty (30) calendar days after receiving written notice of the breach and the Parties make good faith efforts to meet and confer to resolve the breach. In the event of a breach by Owner for non-payment of Contractor's invoices, Contractor may terminate this Agreement if Owner fails to make outstanding payments on non-contested amounts within ten (10) calendar days after receiving written notice of the breach.
- 2.4 Upon notice of termination by Owner, Contractor shall assist Owner in assuming operation of the Project. If Contractor incurs additional cost at the request of Owner, Owner shall pay Contractor for the total cost incurred within fifteen (15) calendar days of invoice receipt.
- 2.5 Upon termination of this Agreement and all renewals and extensions of it, Contractor shall return the Project to Owner in the same condition as it was upon the Commencement Date of this Agreement, excluding ordinary wear and tear. Equipment and other personal property purchased by Contractor for use in the routine operation or maintenance practices of the Project and billed to the Project will become the property of the Owner upon termination of this Agreement. However, any equipment or personal property purchased by Contractor and not billed to the Project will be the property of Contractor and removed from the Project by Contractor at the termination of this Agreement.

3. SERVICES AND STANDARD OF PERFORMANCE

- 3.1 Contractor shall perform the services set forth in **Appendix A** for the facilities described in **Appendix C**, within the design capacity and capability of these facilities as further described in **Appendix B**. The services provided by Contractor under this Agreement shall not change except as set forth in Section 13.
- 3.2 Contractor shall perform the services with the degree of skill and diligence normally employed by operations and maintenance personnel performing the same or similar services.
- 3.3 Owner expects and Contractor agrees that Contractor is being hired to perform professional services as set forth in this Agreement, including, without limitation, Appendix A (Scope of Service). While Appendix D (Compensation, Payment, Base Fee Adjustment Formula) sets forth compensation to Contractor, Owner neither intends nor is controlling personnel staffing levels or decisions at Owner's facility, as that function is for Contractor to perform initially and ongoing through the term of this Agreement, except for as set forth in this Agreement, including in Appendix A (Scope of Service), Section A.1.

4. OWNER RESPONSIBILITIES

- 4.1 The Owner shall pay for all Capital Expenditures necessary to maintain operational continuity and compliance with Applicable Law. Any loss, damage or injury resulting

from Owner's failure to provide Capital Expenditures shall be the sole responsibility of Owner.

- 4.2 Owner shall pay for Repairs and Maintenance expenditures, chemicals and solids hauling and disposal in excess of the respective limits, as necessary to maintain operational continuity or compliance with Applicable Law. A monthly accounting will be provided as part of the Monthly Operating report.
- 4.3 Owner shall provide and pay for utility costs, including electric, cellular modems, internet, water, and gas.
- 4.4 The Owner shall maintain and renew, with respect to all existing portions of the Project, warranties, guarantees, easements, permits, authorizations and licenses granted to the Owner, to the extent the maintenance is not a responsibility of Contractor under this Agreement. All land, buildings, facilities, easements, licenses, structures, rights-of-way, equipment and vehicles presently or subsequently acquired by Owner will remain the exclusive property of Owner unless specifically agreed upon in writing by the Parties.
- 4.5 The Owner shall pay all amounts associated with the occupancy or operation of the Project and the performance of the obligations as listed in **Appendix A** including, but not limited to, all excise, ad valorem, property, franchise, occupational and disposal taxes, or other taxes associated with the Project. Taxes imposed upon Contractor's net income and/or payroll taxes for Contractor employees are not included.
- 4.6 The Owner shall provide Contractor within a reasonable time after request, any piece of Owner's heavy equipment that is available so that Contractor may discharge its obligations under this Agreement in the most cost-effective manner. In emergency situations, Owner will use its best efforts to provide the requested equipment within one (1) hour of the request. If Owner does not respond in the time frame required or does not otherwise have the equipment available, Contractor may rent such equipment and such rental shall be considered a Repair expenditure. For purposes of the Agreement, and consistent with Owner's Policies and Procedures Manual dated January 12, 2024 (which may be amended from time to time)("Policies and Procedures"), Chapter 5, Section 2.1, "emergency" shall mean a sudden, unanticipated or unexpected occurrence when exercising customary diligence that poses a clear and imminent danger, where a contract or similar measures are necessary to prevent or mitigate the loss or impairment of life, health, property, or protection of Owner's property or essential public services. Contractor shall be familiar with such Policies and Procedures.
- 4.7 When applicable, the Owner shall provide all registrations, licenses and insurance for Owner's vehicles and heavy equipment used in connection with the Project.
- 4.8 The Owner shall provide Contractor use of all vehicles and equipment currently in use at the Project, including the vehicles described in **Appendix E**. Vehicles and

equipment will be in road safe condition. Contractor will be responsible for the cost of operation, maintenance and fuel for vehicles and equipment, unless otherwise agreed to between the Parties. Owner shall retain title and ownership of the vehicles and equipment provided. Use of the vehicles and equipment by Contractor will be limited to duties within the course and scope of this Agreement, unless otherwise agreed to in writing by the Parties. The Parties may supplement this Agreement to provide for an agreed schedule of replacement of the vehicles and equipment and provision of any other insurance coverage deemed necessary or appropriate.

4.9 The Owner agrees to not solicit, offer employment or other compensation to the Project Manager and to all Regional Management personnel of Contractor directly working on this Project during the Term, including the Renewal Term and for a period of one (1) year, of this Agreement or re-assignment of such personnel from this Project or region. If Owner hires Project personnel in violation of this Section 4.9, Owner shall pay Contractor a finder's fee equal to the employee's annual salary when last employed by Contractor.

4.10 Owner shall provide to Contractor all data in Owner's possession relating to the Project, including, but not limited to, operations and maintenance manuals, warranties or any other data necessary to operate, manage and maintain the Project. Contractor may reasonably rely upon the accuracy and completeness of the information provided by the Owner.

4.11 Owner warrants that during the interim period between the initial Project inspection by Contractor during the bidding process and the commencement of Contractor's services identified in **Appendix A**, the Project, facilities and equipment have been operated only in the normal course of business, all scheduled and proper maintenance has been performed, and there are no issues known to Owner regarding the condition of the facilities or the Project and/or any equipment used by the Project or facilities. Owner warrants and agrees that it will turn over the Project, facilities and equipment to Contractor in good working order and in compliance with the NPDES permit(s) and all other applicable laws, rules and regulations. In the event Owner fails to comply with the provisions of this clause, Owner will be liable for all costs incurred by Contractor resulting from such failure.

4.12 Owner shall have sole control over disposition of the Project.

4.13 Owner shall have sole control over the rates charged to use of the Project.

5. COMPENSATION AND PAYMENT

Compensation and Payment is set forth in **Appendix D**.

6. INDEMNITY AND LIABILITY

- 6.1 Contractor hereby agrees to indemnify and hold Owner harmless from any claim, liability or damages for property damage or bodily injury, including death, which may arise from Contractor's negligent, grossly negligent, or willful misconduct in operations, maintenance, or management for those services contemplated under this Agreement, to the proportionate or full extent, as the case may be, such negligence contributed to the damages, injury, or loss, whether such negligent operation be by Contractor or by Contractor's employees, agents, or its subcontractors.
- 6.2 Owner, to the fullest extent allowable by law, agrees to indemnify and hold Contractor harmless from any claim, liability or damages which may arise from Owner's negligence, gross negligence or willful misconduct or that of its employees or its subcontractors, to the extent such harm or damages arose from Owner's negligence, gross negligence or willful misconduct.
- 6.3 In no event will Contractor, its subcontractors or their officers or employees be liable for Owner's incidental, special, indirect or consequential damages, whether such liability arises in breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action.
- 6.4 Contractor's aggregate liability under this Agreement with respect to damages to Owner for any cause or combination of causes, whether based upon contract, tort, strict liability, or negligence, and arising out of the performance or unexcused nonperformance of the Scope of Services as a consequence of a claim or suit initiated by the Owner shall not exceed the value of the Agreement for the Term in which the event giving rise to the liability occurs, however, no such limitation shall exist by way of this provision or otherwise to the extent Contractor's liability arises from or relates to Contractor's gross negligence or willful misconduct.
- 6.5 Contractor's responsibility is to operate the facilities in compliance with current laws and regulations, to the extent of their design and physical capacity, and in conformance with best practices customary in the industry for the services to be provided by Contractor. It is not part of Contractor's scope to test for or eliminate water borne bacteria or viruses except as required by current laws and regulations. It is not part of Contractor's scope to comply with new regulations that contain permit limits or Maximum Contaminant Levels that are beyond the capability of the Owner's facilities

7. HAZARDOUS SUBSTANCES

- 7.1 If Contractor suspects hazardous substances other than asbestos on the facilities where Contractor performs services, the Parties may agree for Contractor to conduct tests to determine the extent of the hazardous condition and recommend necessary remedial measures. Contractor will perform these services under a separate agreement negotiated by the Parties and for an additional fee.
- 7.2 Contractor assumes no risk and/or liability for any hazardous waste or conditions present at the facilities prior to the commencement of this Agreement or for any

hazardous waste or conditions attributable to any party other than Contractor. However, Contractor shall exercise diligence to observe any such waste or conditions and immediately report the same to Owner.

7.3 In the event that Owner requests Contractor, in the performance of the services set forth herein, to execute Hazardous Waste Manifests on its behalf, Owner must execute a Letter of Authorization, the form of which will be agreed upon by both Parties, delegating such authority to Contractor prior to Contractor undertaking this duty.

7.4 The Parties agree that in the performance of services by Contractor under this Agreement, Owner is requesting Contractor to undertake inherently unsafe obligations for Owner's benefit involving the presence or potential presence of hazardous substances. Therefore, Owner agrees to hold harmless, indemnify, and defend Contractor from and against any and all claims, losses, damages, liability, and costs including, but not limited to, costs of defense arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, unless such liability arises out of the negligence or willful misconduct of Contractor, its employees or its subcontractors in the performance of services under this Agreement, as more specifically set forth in Section 6 (Indemnity and Liability) in this Agreement. Owner is the owner and generator of any waste, residuals, or byproduct generated at the Project.

8. FINES AND CIVIL PENALTIES

8.1 Contractor shall be liable for those fines or civil penalties which may be imposed by a regulatory agency for violations of the effluent quality requirements that are a result of Contractor's negligent (ordinary or gross) or willful misconduct in operations, maintenance, or management as contemplated under this Agreement. Contractor shall be liable for all judgments, liabilities, damages, claims, and other costs (including, but not limited to, Owner's reasonable attorney fees) associated with any citizen suits precipitated by violations of the wastewater discharge Permit, caused by Contractor's negligence as set forth in this section and more fully in Section 6 (Indemnity and Liability) in this Agreement. Should Owner be assessed fines as a result of Contractor negligence (ordinary or gross) or willful misconduct in performance of its contractual obligations, Contractor shall reimburse Owner for such fines.

8.2 Contractor will not be liable for fines or civil penalties that result from violations (i) that occurred prior to the Commencement Date of this Agreement; (ii) for the effects of prior violations that have contributed to the assessment of any fine or civil penalty caused by Contractor's negligent operations; (iii) penalties that result from inadequate infrastructure or investment in the technology necessary to comply with permit requirements and/or changes in applicable regulations if Owner has been informed by Contractor of such inadequacies and not corrected for same or (iv) are otherwise directly related to the ownership of the Project.

9. INSURANCE

9.1 Contractor shall provide the following insurance policies throughout the term of the Agreement, and shall provide to Owner an ACORD-form Certificate of Insurance (COI) demonstrating compliance with this provision:

- 9.1.1 Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 9.1.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with a combined single limit of Five Million Dollars (\$5,000,000) per accident for bodily injury and property damage.
- 9.1.3 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than Five Million Dollars (\$5,000,000) per occurrence and general aggregate .
- 9.1.4 Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than Four Million Dollars (\$4,000,000) per occurrence or claim, Four Million Dollars (\$4,000,000) aggregate.
- 9.1.5 Contractor's Pollution Liability applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

[INTENTIONALLY BLANK; PROCEED TO NEXT PAGE]

9.1.6 Notwithstanding the foregoing provision, Contractor shall maintain Cyber Liability Insurance, with limits not less than \$2,000,000 per claim, \$4,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses. Technology Professional Liability Errors and Omissions Insurance appropriate to the Contractor's profession and work hereunder. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach reasonable response costs, regulatory fines and penalties as well as credit monitoring expenses. a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. The Parties acknowledge that the Cyber insurance market is ever changing. While this coverage is currently in Contractor's Cyber Liability policy now, and Contractor has Cyber insurance coverage to commence with this Agreement, Contractor cannot guarantee that coverage to the same extent or at all will be available in the insurance market in the future given this evolving insurance market. In such instance, the Parties will negotiate in good faith to reach a mutually agreed upon alternative, with Contractor informing Owner of any non-renewal or other material changes to Contractor's Cyber insurance policy applicable to this Agreement.

9.2 Owner, its officers, officials and employees are to be included as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (CG 20 10 and CG 20 37 if a later edition is used).

- 9.3 For any claims related to this contract, the Contractor's insurance coverage, except on Workers' Compensation, Employers' Liability and Professional Liability insurance coverage, shall be primary and non-contributory as respect to Owner, its officers, officials, and employees. Any insurance or self-insurance maintained by Owner, its officers, officials or employees, except on Workers' Compensation, Employers' Liability and Professional Liability insurance coverage shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- 9.4 Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.
- 9.5 The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- 9.6 Contractor's policy will provide at least thirty (30) days written notice to Owner prior to any cancellation, non-renewal or material change in coverage contemplated in Section 9 (except ten (10) days' notice for non-payment of premium).
- 9.7 Owner shall maintain the following insurance policies throughout the term of the Agreement, and shall provide Contractor with a COI to demonstrate compliance with this provision:
- 9.7.1 "All Risk" Property Insurance covering all property on a replacement cost basis and including Owner-supplied vehicles and equipment for the full fair market value of such property.
- 9.7.2 Liability Insurance covering all motor vehicles and equipment provided by Owner and operated by Contractor under this Agreement.

- 9.8 Contractor hereby grants to Owner a waiver to subrogation which any insurer, except Professional Liability Insurer of said Contractor may acquire against Owner by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Owner has received a waiver of subrogation endorsement from the insurer.
- 9.9 Self-insured retentions must be declared to and approved by Owner. Owner may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Owner. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$500,000 unless approved in writing by Owner. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Owner may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible.
- 9.10 Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Owner. Claims Made Policies (note – should be applicable only to professional liability and Contractor's Pollution Liability, see below) If any of the required policies provide claims-made coverage: (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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- 9.11 Contractor shall furnish Owner with original certificates and the required amendatory endorsements or the policy excerpt demonstrating coverage if not in the amendatory endorsement. All certificates and the required endorsements are to be received and approved by Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Owner reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the modification of these requirements results in an increase to the Contractor's costs, then such modification of requirements and associated costs will be negotiated between the parties.

- 9.12 Unless otherwise agreed to by the Parties, Contractor shall require and verify that all subcontractors: (1) maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Owner is an additional insured on insurance required from subcontractors, and (2) Contractor and any and all subcontractors shall prohibit discrimination against any person or group of persons including on account of race, color, religion, creed, national origin, ancestry, physical handicap, medical condition, age, marital status, sex or sexual orientation in the performance of the contract.
- 9.13 CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of three (3) years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.
- 9.14 Special Risks or Circumstances. Owner reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the modification of these requirements results in an increase to the Contractor's costs, then the parties shall negotiate the modifications and associated adjustments to the Base Fee.
- 9.15 Certificates of Insurance ("COI").
- 9.15.1 The Parties shall provide a COI evidencing the required insurance policies, limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section 9 and its subsections. Certificates of insurance will reference the project name as identified on the first page of this Agreement.
- 9.15.2 In the event the COI provided indicates that any required insurance will expire during the period of this Agreement, the party shall furnish, on or before the expiration date, a renewed COI as proof that equal and like coverage for the balance of the period of the Agreement and any extension thereafter has been procured and in effect.
- 9.15.3 In the event a COI evidencing the renewed coverage is not available prior to the policy renewal date, that party shall provide to the other party, within fifteen (15) days of the policy's(ies') renewal date(s). The party shall furnish the insurance certificates to the other party immediately upon the first party's receipt.

10. LABOR DISPUTES

In the event activities by Owner's employee groups or unions causes disruption in Contractor's ability to perform its obligations under this Agreement, Owner, with Contractor's assistance, or Contractor at its own option, may seek appropriate injunctive court orders during any such disruption. Contractor shall operate the facilities on a best-efforts basis until any such disruptions cease, but Contractor will not be obligated to assure compliance with all contract conditions.

11. UNFORESEEN CIRCUMSTANCE

- 11.1 Neither party will be liable for damages, delays, or failure to perform its obligations under this Agreement if such failure is due to an Unforeseen Circumstance. The party invoking this clause shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) business days after its occurrence and shall take reasonable measures to mitigate any impact of an Unforeseen Circumstance.
- 11.2 In the case of Unforeseen Circumstances, Owner agrees to pay any costs (including without limitation all overtime charges and additional equipment charges) incurred by Contractor in connection with the Unforeseen Circumstance.
- 11.3 In the months preceding the contract date, the EPA announced certain changes in law related to the classification and handling of PFAS. The Parties acknowledge and agree that at this time, it is difficult to ascertain the impact of these changes on the obligations set forth herein. Accordingly, the Parties agree that if a Party identifies an impact of such Change in Law on its rights or obligations under this Agreement, that the Parties shall treat the Change in Law as if it occurred following the Contract Date, and the Parties shall negotiate a resolution in good faith.

12. ACCESS TO FACILITIES AND PROPERTIES

- 12.1 Owner will make its facilities accessible to Contractor as required for Contractor's performance of its services and will secure access to any other Owner property necessary for performance of Contractor's services.
- 12.2 Contractor will provide 24-hour per day access to Project for Owner's personnel. Owner's employees, designated by Owner's Representative, may visit the Project at any time. Contractor will provide Owner keys for the Project. All visitors to the Project shall comply with Contractor's operating and safety procedures, which shall be furnished to Owner upon request.

13. CHANGES

- 13.1 Owner and Contractor, from time to time, may make changes to this Agreement or to any of the services performed under this Agreement. The Parties must mutually agree upon all changes. Changes must be presented in writing in the form of a proposal or similar document identifying the change, basis for evaluating if the change and related cost is a Change in Scope and, and if so, Contractor shall prepare for Owner's evaluation a change order with specific costs to be agreed to by Owner, and the parties may then modify or amend the Agreement to be executed by both Parties, as appropriate, and/or as otherwise provided for in Owner's Policies and Procedures Manual including, without limitation, Chapter 5 (Contract Policies and Procedures), Section 2 (Basic Requirements and Exceptions) as the Manual exists at the time the Change by Contractor is sought.

- 13.2 Owner and Contractor may agree to additional services to be performed under the terms of this Agreement and when applicable, the supplemental terms set forth in **Appendix G**, through a Task Order. All Task Orders must be mutually agreed upon by both Parties in writing. Owner may use a properly licensed affiliate to deliver Task Order services. Jacobs will provide up to One Hundred Thousand Dollars (\$100,000) per year in discounted engineering services at a billing multiplier of 2.6 over the contract Term.
- 13.3 The Parties acknowledge that in certain instances, circumstances beyond the Contractor's control may constitute a Change in Scope. In such instances, Contractor will prepare a request for additional compensation setting forth the circumstances constituting the Change in Scope and demonstrate that reasonable additional costs have been incurred by Contractor as a result of such circumstances, to which Owner's approval will not unreasonably be withheld and shall be memorialized in full compliance with Section 13.1 above. The Parties agree that the occurrence of one or more of the following events may constitute a Change in Scope:
- 13.3.1 Any long-term identifiable change in Project operations, maintenance, personnel qualifications, required certification, staffing or other cost that is a result of an Unforeseen Circumstance.
- 13.3.2 Any identifiable change in Project operations, maintenance, personnel qualifications, required certification, staffing levels or other cost categories that is a result of a Change in Applicable Law.
- 13.3.3 Change of fifteen percent (15%) or more in the Wastewater Treatment Plant influent flow or loadings, as set forth in **Appendix B**, as demonstrated by a twelve (12) month rolling average compared to the twelve (12) month period ending on the Contract Date. The Parties must mutually agree upon compensation for the Changes in Scope.
- 13.3.4 A significant change in Project operations, personnel qualifications, required certification, staffing levels or other cost categories that is the result of a Capital Expenditure.
- 13.3.5 Support services provided by Contractor for Owner's capital projects. Parties must mutually agree upon compensation for the Changes in Scope.

14. WARRANTIES

- 14.1 To the best of its knowledge, Contractor warrants that all materials and equipment furnished under this Agreement will be of good quality and free from defective workmanship and materials.
- 14.2 Contractor shall pass through to Owner the warranty extended by the manufacturer for all products, equipment, systems or materials.

14.3 All other warranties, express or implied, including any warranty of merchantability and any warranty of fitness for a particular purpose are expressly disclaimed by Contractor but otherwise to Owner's benefit, if applicable.

15. FEDERAL TAX LAW POSITION

Contractor agrees that it is not entitled to and will not take a federal tax position that is inconsistent with being an operator, manager, and maintenance service provider with respect to Owner's WWTRF. Contractor will not take any depreciation or amortization, investment tax credit, or deduction for any rent payment with respect to the WWTRF.

16. NO THIRD-PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than Owner and Contractor and has no third-party beneficiaries.

17. JURISDICTION AND VENUE

This Agreement will be governed by and interpreted in accordance with the laws of the State of California. The Parties also agree that the venue of any action to interpret or enforce the provisions of this Agreement, or any document executed in connection with this Agreement, shall be in the County of Placer in the State of California.

18. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions will not be impaired thereby.

19. AUTHORITY

Both Parties represent and warrant to the other party that the execution, delivery and performance of this Agreement have been duly authorized by the responsible parties thereof. Both Parties warrant that all required approvals have been obtained and the executing party in Section 27 has authority to bind the party.

20. NOTICE

Whenever either party desires to give notice to the other, notices must be in writing, sent by certified United States mail with return receipt requested, hand delivered or by national commercial express delivery service, to the addresses listed in introductory paragraph of this Agreement. Notice will be deemed given upon receipt by any method of delivery authorized in this provision.

21. NO WAIVER

The failure of any party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor will the waiver by any party of a

breach be deemed to be a waiver of any subsequent breach. A waiver will not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

22. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination will survive the termination of this Agreement, will remain in full force and effect unless and until the terms of conditions are completed, and will be fully enforceable by either party.

23. ASSIGNMENT

Neither party will have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the prior written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire Agreement is binding on and inures to the benefit of the parties and their respective permitted successors, and assigns.

24. NO CONFLICT OF INTEREST FOR FUTURE WORK

The services performed by Contractor under this Agreement do not preclude Contractor from proposing on or for providing services to Owner in the future. Information and knowledge gained by Contractor in providing the Services under this Agreement may or may not, as the case may be, constitute a conflict of interest in proposing on or providing any additional services for Owner. In the event Owner views Contractor proposing or bidding on future work, Owner will inform Contractor.

25. CONFIDENTIALITY AND NON-DISCLOSURE

25.1 Mutual Non-Disclosure. Contractor and Owner agree that for information identified as proprietary or confidential by either party, that the non-disclosing party will treat the information in strictest confidence to the extent permissible by law and will not disclose it to third parties without the prior written consent of the disclosing party.

25.2 Disclosure by Contractor. To enable Contractor and Owner to conduct activities related to the services, it may be necessary for Contractor to disclose proprietary or confidential information of Owner. In such instances, Contractor will not disclose proprietary or confidential information unless:

25.2.1 Contractor is required by law to disclose the information, or the disclosure is necessitated to remain in compliance with any Permit, rule or regulation;

25.2.2 proprietary or confidential information was part of the public domain when received or becomes a part of the public domain through no action or lack of action by Contractor;

- 25.2.3 prior to disclosure, proprietary or confidential information was already in Contractor possession and not subject to an obligation of confidence imposed in another relationship; or
- 25.2.4 subsequent to disclosure, proprietary or confidential information is obtained from a third party who is lawfully in possession of the information and not subject to a contractual relationship with Owner with respect to the information.

26. DISPUTE RESOLUTION

The Parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

27. CAPTIONS AND HEADINGS

The captions and headings of the paragraphs and sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

28. ENTIRE AGREEMENT

This Agreement, together with all Appendices attached hereto, contains all representations and the entire understanding between the Parties with respect to the subject matter of this Agreement. This Agreement and its Appendices replace any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement. The Parties mutually declare there are no oral understandings or promises not contained in the Agreement, which contains the complete, integrated, and final agreement between the Parties.

The following Appendices are hereby made a part of this Agreement:

Appendix A Scope of Services

Appendix B Capacity and Characteristics

Appendix C Location of Project

Appendix D Compensation and Payment

Appendix E Project Vehicles and Equipment

Appendix F Permits

Appendix G Supplemental Terms

IN WITNESSETH WHEREOF, the Parties execute below:

**JACOBS PROJECT MANAGEMENT
COMPANY**

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

APPENDIX A - SCOPE OF SERVICE

Contractor shall perform the following services for the benefit of the Owner:

A.1 GENERAL

A.1.1 Staffing

A.1.1.01 Staff the project with employees who have met the certification requirements of the State of California and possess the skills and ability to perform routine maintenance on site and conduct ongoing training programs for all personnel to ensure proper operation and maintenance of all systems.

A.1.1.02 Contractor's plant manager must have approximately ten (10) years of experience in wastewater treatment including, biological nutrient removal, and water reuse / reclamation, direct expertise with process control and operation, and possess the minimum State of California wastewater treatment license required for the Project. Contractor has the discretion to authorize placement of a plant manager that substantially meets the necessary years of experience required, which may include a combination of related experience. In the event that the plant manager role at the Project is vacant, Contractor may use a combination of regional staff to supplement the work and prepare and sign reports, as needed, for a period of up to twelve (12) months, provided that Contractor is acting in good faith to expeditiously to fill such vacancy and regularly conferring with Owner regarding status and measures undertaken to fill the vacancy.

A.1.1.03 Contractor must provide personnel with expertise in the areas of:

- Pumps
- Valves
- Instrumentation
- Variable frequency drives
- Telemetry and SCADA software systems
- IT Technical Support
- Cybersecurity
- Generators
- All monitoring and sampling required by Federal, State, and local regulations, or as operating conditions may require.
- Effluent priority pollutants
- Bioassays
- Discharge Monitoring Report Influent and Effluent compliance monitoring
- Sludge Processing
- CMMS
- Equipment Calibrations
- Instrument Calibrations
- Such other areas to ensure optimized and compliant operations of Owner's facility.

- A.1.1.04 Place at each permanently staffed Project facility, a copy of Contractor's corporate safety program and provide all employees training specific to this Program, within forty-five (45) days from the Commencement Date of this Agreement. Services for the operation, maintenance, and management of the facilities shall be provided in a safe, secure, effective, and efficient manner. Workplace safety shall be maintained at all such facilities according to the latest OSHA requirements and the best practices in these types of facilities nationwide. For purposes of this Agreement, any expenditures necessary to bring the Project into OSHA compliance shall be treated as a Repair.
- A.1.1.05 Comply with all State and Federal requirements regarding affirmative action and provisions for minority hiring.

A.1.2 Plans and Reporting

The Contractor is responsible for:

- A.1.2.01 Daily Log Entries and Activities
- A.1.2.02 Monitoring Plan
- A.1.2.03 Monthly Operating Reporting
- A.1.2.04 Compliance Reporting
- A.1.2.05 Equipment Calibrations (Pumps, Motors, Chemical Feed, Flow Meters)
- A.1.2.06 Instrument Calibrations (Online Cl₂, NTU, transducers, etc.)
- A.1.2.07 Annual Tank Inspections
- A.1.2.08 Sampling (Daily, Monthly, Quarterly, Semi-annually, Annually) required by regulatory agencies
- A.1.2.09 Annual Asset Management Report
- A.1.2.10 California Air Resources Board Reporting

A.1.3 Plant Optimization Services

- A.1.3.01 Contractor shall develop and provide a Maturation Pond Optimization Study, a Greenhouse Drying Study, and a Solids Handling Optimization Study within 360 days of the Commencement Date, unless parties mutually agree to modify an alternate time frame, however, Owner desires and Contractor agrees to prioritize the Solids Handling Optimization Study to complete sooner than the other identified studies. Upon completion of one or more of the above studies, Owner and Contractor shall discuss implementation steps and timelines so as to maximize cost savings.

A.2 OPERATIONS

- A.2.1 Within the design capacity and capability of the Wastewater Treatment and Reclamation Facility (WWTRF), manage, operate, and maintain the WWTRF so that effluent discharged from the WWTRF meets the requirements of Applicable Law.
- A.2.2 Prepare and sign as the “duly authorized representative”, the self-monitoring reports required by the Regional Water Quality Control Board (RWQCB).
- A.2.3 Provide on-call staff to handle any after hour callouts to the Project. Be onsite to call-outs 24 hours/365 days a year and within 2 hours of notification and provide 15-minute response to alarms with operator remote access.
- A.2.4 Set parameters and control systems to optimize treatment plant process control.
- A.2.5 As necessary, develop and maintain Standard Operating Procedures (SOP) for equipment and systems.
- A.2.6 Maintain an electronic reporting database and store all hard copy records for the required five-year minimum period.

A.3 MANAGEMENT

- A.3.1 The Contractor shall be expected to provide regular and recurring on-site inspections of all components of the Project to ensure proper operations are always maintained. Physical inspection of each station shall be performed a minimum of three (3) times per week. Emergency generators shall be checked for proper operation and tested at least monthly, or as otherwise allowed for in the applicable Permit. Recommendation for equipment replacement and/or additional maintenance necessary shall be stated in the Weekly Report and included in the Monthly Report to Owner.
- A.3.2 On a periodic basis, the successful Contractor may also be asked to provide or coordinate additional services. These services are apart from the base services. Owner at its option may award separate task orders for the out-of-scope services, which shall be memorialized by a Task Order in accordance with the requirements of Section 13.2.
- A.3.3 Contractor shall provide managerial services for the WWTRF as follows:
 - A.3.3.01 Prepare annual budgets for the Base Fee, Repair and Maintenance Limit, Chemical Limit and Solids Limit for the WWTRF by March 15th of each year. Each such budget shall be subject to review and approval by Owner, in accordance with the requirements set forth in Appendix D.
 - A.3.3.02 Provide recommendations and justification for any Capital Expenditures by March 15th of each year. Capital Expenditures shall be subject to review and approval by Owner.

- A.3.3.03 Attend and participate in Owner meetings representing the operation of the WWTRF. Meetings shall include but not be limited to monthly Owner Board meetings in person at the City of Lincoln City Hall as well as other meetings, virtual and in-person, as arranged by Owner's General Manager.
- A.3.3.04 Conduct and memorialize weekly staff safety meetings with sign in sheet, agenda, or training materials.
- A.3.3.05 Coordinate with reclamation water users and plan effluent storage to meet demand and maintain NPDES Permit compliance.
- A.3.4 Review and update annually or as needed or perform the initial development of the following plans and systems for the WWTRF.
 - A.3.4.01 Safety Program
 - A.3.4.02 Risk Management Plan
 - A.3.4.03 Process control procedures
 - A.3.4.04 Hazardous Materials Business Plan
 - A.3.4.05 Standard Operating Procedures
 - A.3.4.06 Spill Prevention Control and Counter Measures Plan
 - A.3.4.07 Hazard Communication Plan including SDS record keeping
 - A.3.4.08 Emergency Response Plan
 - A.3.4.09 Disaster Recovery Plan
 - A.3.4.10 Business Continuity Plan
- A.3.5 Review construction upgrades and expansions of the WWTRF from an operator's perspective, as reasonably requested by Owner. Any additional engineering support shall be agreed upon through Task Order.
- A.3.6 Maintain an inventory of critical spare parts required to make emergency repairs at the WWTRF. "Emergency" is defined as set forth in Section 4.6 above of the Agreement, which is consistent with LiSWA's Policies and Procedures Manual dated January 12, 2024 (which may be amended from time to time).
- A.3.7 Calculate and report the quarterly flows and loadings for the Project.
- A.3.8 Responsible to administer all safety programs, inspections, training, safety Repairs, and Preventive Maintenance required to comply with OSHA and State of California regulations.

- A.3.9 Prepare all routine NPDES permit reports and other regulatory permits pertaining to the services in a timely manner to Owner and other appropriate regulatory agencies.
- A.3.10 Responsible for treating, transporting, and disposing (land fill or land application) of all solids (including screenings and bio-solids) generated at wastewater treatment Plants including, but not limited to, obtaining a landfill contract, site specific preparation cost/logistics and permits necessary. All permits shall be obtained in the name of Owner.
- A.3.11 Prepare and submit annual bio-solids handling reports. All bio-solids records must be retained and updated in accordance with Applicable Law (including any permit requirements). Copies of all reports shall be provided to Owner.
- A.3.12 Pay for the outside laboratory cost of analyzing all samples of beneficial use sites.
- A.3.13 Provide Owner with updated operations and maintenance standard operating procedures which shall be reviewed and updated annually.
- A.3.14 Provide Owner with updated emergency operating plan for the wastewater systems which shall be reviewed and updated annually.
- A.3.15 Maintain aesthetics of all facilities which are part of the Project to include but not limited, landscaping, housekeeping etc.
- A.3.16 Provide access for periodic inspection of all facilities and allow for Owner participation in daily staff assignment meetings.
- A.3.17 Operate all processes and facilities in such a manner that odor problems are minimized including odors from grease, scum, and other odor sources such that public complaints are minimized.
- A.3.18 Comply with CA and EPA requirements regarding the treatment plants and system operations and maintenance and provide Owner with reports and other information in a mutually agreed upon format and frequency regarding potential or actual violations involving the project.
- A.3.19 For events requiring immediate notification, comply with regulatory reporting requirements, including keeping the General Manager fully informed of potential or actual violations, and directly notify regulatory agencies regarding potential or actual violations.
- A.3.20 Maintain site vehicle cleanliness and appearance including interior and exterior. No tobacco use in vehicles. .
- A.3.21 Provide Owner a presentation of O&M services status on a monthly basis.
- A.3.22 Coordinate and work with Owner to explore alternative delivery methods to implement capital improvements in the most cost-effective manner. Owner may elect to engage Contractor Subject Matter Experts as needed on a Task Order basis.

- A.3.23 Make regular, routine purchases of new and replacement equipment, other than equipment which would be considered a Capital Expenditure. For purposes of this agreement, purchases of equipment shall be considered a Repair expenditure.
- A.3.24 Cooperate and assist with Owner and any consultants or contractors retained by Owner for any planning, design, and construction related to the facilities, vehicles or Project equipment. Cooperate with Owner and any consultants or contractors retained by Owner for any performance audits of the project and provide access to operational cost information during normal business hours. Any cooperation efforts set forth in this paragraph shall be limited to up to four (4) hours per week. Any additional support required shall be memorialized through a Task Order as an additional service.
- A.3.25 Responsible for rodent and other vector control at all facilities as needed.

A.4 REPAIRS AND PREVENTATIVE MAINTENANCE

- A.4.1 Perform and document Preventative Maintenance and Repairs for the Project, up to the Repair and Maintenance Limit. Repair and Preventative Maintenance expenditures in excess of the Repair and Maintenance Limit shall require prior approval by Owner. Contractor will provide Owner with a monthly report on Preventative Maintenance and Repairs expenditures.
- A.4.2 In any emergency affecting the safety of persons or property, or regulatory compliance, Contractor may act without written amendment or change order to prevent threatened damage, injury or loss; In the event emergency expenditures exceed Five Thousand Dollars (\$5,000.00) in aggregate, Contractor shall obtain prior approval from Owner. Contractor will notify Owner of the emergency as soon as reasonably possible, and Owner will compensate Contractor for any emergency work notwithstanding the lack of written amendment or change order. Such compensation will include Contractor's direct costs for the emergency work plus fifteen percent (15%). The limitation set forth above as to Five Thousand Dollars (\$5,000.00) may change during the life of the Agreement, but only if deemed by Owner to be legally compliant and with such change documented with the new limitation amount and agreed to by Contractor.
- A.4.3 Contractor shall provide Preventative Maintenance services for the WWTRF, including the following services:
 - A.4.3.01 Schedule, perform, and document preventative maintenance and new equipment installations using the Computerized Maintenance Management System (CMMS) and/or Asset Management System.
 - A.4.3.02 Maintain and replace equipment according to manufacturer recommendations and/or experience to maximize the reliable life of the equipment.
 - A.4.3.03 Keep the CMMS system up to date on a real time, daily and weekly basis.

- A.4.3.04 Maintain SCADA system and add new SCADA items as needed.
- A.4.3.05 Maintain instrumentation control systems and add new control systems as needed.
- A.4.3.06 Maintain support equipment/tools as needed.
- A.4.3.07 Maintain vehicles and equipment to maximize useful life and comply with Department of Motor Vehicles, California Air Resources Control Board and other regulatory agency requirements including but not limited to registration and emissions reporting.

A.5 ASSET MANAGEMENT PLAN

- A.5.1 Perform an initial condition assessment of all plant equipment within 6-months of contract commencement and every four (4) years thereafter. Establish an asset management system using a CMMS and/or Asset Management software. Provide the general manager annual asset management reports to provide the General Manager with the necessary infrastructure investment requirements to allow the General Manager and Owner to make data driven budgetary and planning decisions.
- A.5.2 Provide an annual work order report and provide Owner with a Capital Improvement Purchase list for items values greater than \$5,000. The list shall include items necessary for Owner facilities and assets. The limitation set forth above as to Five Thousand Dollars (\$5,000.00) may change during the life of the Agreement, but only if deemed by Owner to be legally compliant and with such change documented with the new limitation amount and agreed to by Contractor.
- A.5.3 Provide and document all preventive maintenance and corrective maintenance for the Plants, lift stations, pump stations, and tanks with approved computerized maintenance management system (CMMS).

A.6 ENGINEERING SUPPORT SERVICES

- A.6.1 Engineering Services shall include support of the Owner and operation staff with:
 - A.6.1.01 Preparation of quarterly flow and load reports
 - A.6.1.02 Coordination of minor NPDES and Land Application permit questions/ issues with the Regional Board.
 - A.6.1.03 Assessing minor reclamation regulatory questions, such as proper use and permitting related to dust control, recycled water application off-sets, regulatory notifications, etc.
 - A.6.1.04 More significant permitting or reporting efforts are not included in this scope, such as preparation of a Report of Waste Discharge,

special compliance studies or the preparation of Engineering Reports or Use Area Reports for reclamation. These efforts will be memorialized through the use of Task Orders.

A.7 SCADA, OT and IT SUPPORT

Nothing set forth in this agreement shall be construed as a guarantee on the part of Contractor that the OT Cybersecurity at the Project or any component thereof is free of any cyberthreats, breaches or vulnerabilities. However, Contractor represents that it has the expertise and capabilities with support services as set forth in this Agreement, and in doing so, Contractor shall perform those services in a manner customary in the technological industry for operations, maintenance and management services as contemplated by the Parties to this Agreement.

A.7.1 IT Services

- A.7.1.01 Owner will provide internet connection to the facility.
- A.7.1.02 Contractor will provide IT support by extending the current Dell support contracts for the (12) existing SCADA workstations and server.
- A.7.1.03 Contractor will manage and maintain the installed SCADA and enterprise networks at the facility.

A.7.2 Technology Maintenance Services

- A.7.2.01 Contractor will provide up to sixteen (16) hours per month, on average over an annual basis, of support for the IT and OT infrastructure, including troubleshooting, apply patches released by component manufacturers, checking automated backup functionality, and monitoring network logs.
- A.7.2.02 OT system maintenance, including application of patches to address cybersecurity concerns will be directed by and coordinated with Owner.

A.7.3 SCADA and OT Management Coordination with Owner

- A.7.3.01 Contractor will coordinate with the Owner's IT department with respect to system maintenance and upgrade needs.

A.7.4 OT Instrument Calibration and Maintenance

- A.7.4.01 Contractor will perform semi-routine maintenance and calibration for existing field instrumentation. Calibration will be performed by subcontractor; and day-to-day routine maintenance will be performed by Contractor on-site staff to the extent of their capabilities.

- A.7.5 Notwithstanding anything set forth in this Section A.7, Contractor shall not be responsible for providing OT cybersecurity for the Project under the terms of this

Agreement beyond the provisions set forth in the Agreement including. The extent to which Contractor shall be responsible for ensuring the Project or any component thereof is free of any cyberthreats, breaches or vulnerabilities, Contractor shall conform to industry standards customary in the technological industry for operations, maintenance and management services as contemplated by the Parties to this Agreement. The Parties shall work collaboratively and in good faith, and using the NIST Cybersecurity Framework as a guide, to identify necessary Capital Expenditures to address Project threats or vulnerabilities. Owner may elect for Contractor to implement such Capital Expenditures or to provide cyberthreat monitoring technology and the provision of cyber monitoring or security of the Project (including as necessitated by good industry practice or as required by Applicable Law) through a mutually agreed upon Task Order as appropriate or necessary to best ensure cyber protection of Owner's facility.

Contractor shall be responsible for ensuring its personnel does not pose a cyber risk, and to the extent a cyber exposure occurs and is directly caused by Contractor's personnel and harms Owner, Contractor shall be responsible for damages to the extent to which such damages were caused by Contractor personnel.

APPENDIX B - CAPACITY AND CHARACTERISTICS

B.1 CAPACITY AND CHARACTERISTICS OF WASTEWATER TREATMENT PLANT

B.1.1 Wastewater Treatment Plant Design Capacity is described as follows for average dry weather flow:

Parameter	Plant
Flow, million gallons/day	6.0
BOD ₅ , pounds per day	16,513
TSS, pounds per day	16,513

B.1.2 The Base Fee for services under this Agreement is based on average dry weather flow so long as within the Wastewater Treatment Plant Design Capacity parameters as set forth in B.1.1. For informational purposes, the following are Project average dry weather influent characteristics as provided by Owner:

Parameter	Plant
Flow, million gallons/day	4.4
BOD ₅ , pounds per day	12,110
TSS, pounds per day	12,110

APPENDIX C - LOCATION OF PROJECT

C.1 Contractor agrees to provide the services necessary for the operation, maintenance, and management of the facilities as described in the LiSWA formation document, dated November 30, 2022.

C.1.1 All equipment, grounds, and facilities now existing within or connected to the current property boundaries of or being used to operate Owner's WWTRF located at:

1245 Fiddymment Rd, Lincoln, CA 9564

**APPENDIX D - COMPENSATION, PAYMENT AND BASE FEE
ADJUSTMENT FORMULA**

D.1 COMPENSATION

D.1.1 Owner shall pay to Contractor as compensation for services performed under this Agreement a Base Fee of Two Million Seven Hundred Fifty Thousand Ninety-Nine Dollars (\$2,750,099) for the first Contract Year of this Agreement. However, for purposes of computing the second Contract Year Base Fee, an amount of Two Million Four Hundred Eighteen Thousand Seven Hundred Ninety-Five Dollars (\$2,418,795) shall be considered the Base Fee for the first Contract Year of this Agreement. Subsequent years' base fees shall be determined as specified in Appendix D.4.

D.1.1.01 The Base Fee includes the following cost incurred for the direct or indirect benefit of the Project: expenditures for Project management labor, employee benefits, safety supplies, quality assurance, travel, office supplies, other supplies, uniforms, telephone, postage, tools, memberships, training and training supplies.

D.1.1.02 The Parties anticipate that the initial staffing level will be reduced by one individual through attrition at some point during the Term. When such individual leaves, the Parties shall negotiate a commensurate adjustment to the Base Fee to account for that one individual.

D.1.1.03 If, at any time, during the first twelve months following the Commencement Date, (i) Contractor discovers new information about the condition of the Project or facilities that materially differs from the information reasonably available to Contractor prior to execution of this Agreement; and (ii) such information substantially impacts the ability of Contractor to meet the performance objectives described herein or causes a material increase in the operating and maintenance costs incurred by Contractor to meet such performance objective, Contractor may receive an equitable adjustment mutually agreed upon by both Parties.

D.1.2 Limitations

D.1.2.01 The total amount Contractor will be required to pay for Repairs and Preventative Maintenance will not exceed the annual Repair and Maintenance Limit of Forty-Four Thousand Sixty-Eight Dollars (\$44,068) for the Contract Year identified under Appendix D.1.1. Contractor shall provide Owner with a detailed invoice of Repair and Preventative Maintenance expenditures over the annual Repair and Maintenance Limit, and Owner shall pay Contractor for all Repairs and Preventative Maintenance expenditures in excess of such limit. Contractor shall, at Owner's election, rebate any unspent funds to Owner at the end of each Contract Year or roll such funds over to the subsequent Contract Year.

D.1.2.02 The total amount Contractor will be required to pay for solids transportation and disposal will not exceed the annual Solids Limit of Nine Hundred Sixteen Thousand Two Hundred Eighty-Five Dollars (\$916,285) for the Contract Year identified under Appendix D.1.1. Contractor shall provide Owner with a detailed invoice of solids transportation and disposal expenditures over the annual Solids Limit, and Owner shall pay Contractor for all solids transportation and disposal expenditures in excess of such limit. Contractor shall, at Owner's election, rebate any unspent funds to Owner at the end of each Contract Year or roll such funds over to the subsequent Contract Year

D.1.2.03 The total amount Contractor will be required to pay for Chemicals will not exceed the annual Chemical Limit of Five Hundred Thousand Dollars (\$500,000) for the Contract Year identified under Appendix D.1.1. Contractor shall provide Owner with a detailed invoice of Chemical cost over the annual Chemical Limit, and Owner shall pay Contractor for the cost of Chemicals in excess of the Chemical Limit. Contractor shall rebate to Owner the amount that the actual cost of Chemicals is less than the annual Chemical Limit.

D.2 CHANGES IN COMPENSATION

D.2.1 Changes in the Base Fee will be negotiated annually, three (3) months prior to anniversary of the Commencement Date hereof. In the event that Owner and Contractor fail to agree by the anniversary of the Commencement Date, the Base Fee will be adjusted using the Base Fee Adjustment Formula shown in Appendix D.4. In the event that the Parties reach subsequent agreement on the Base Fee adjustment, Contractor shall issue an invoice retroactively adjusting the Base Fee amount.

D.2.2 The Parties will negotiate the Repair and Maintenance Limit each year, three (3) months prior to anniversary of the Commencement Date hereof. Should Owner and Contractor fail to agree, the Repair and Maintenance Limit will be determined by the prior year's actual Repair and Preventative Maintenance expenditures plus application of the Consumer Price Index (CPI) component of the Base Fee Adjustment Formula shown in Appendix D.4.

D.2.3 The Parties will negotiate the Chemicals Limits each year, three (3) months prior to anniversary of the Commencement Date hereof. Should Owner and Contractor fail to agree, the Chemicals Limit will be determined by the prior year's actual Chemicals cost plus application of the Consumer Price Index (CPI) component of the Base Fee Adjustment Formula shown in Appendix D.4.

D.2.4 The Parties will negotiate the Solids Limits each year, three (3) months prior to anniversary of the Commencement Date hereof. Should Owner and Contractor fail to agree, the Solids Limit will be determined by the prior year's actual solids transportation and disposal cost plus application of the Consumer Price Index (CPI) component of the Base Fee Adjustment Formula shown in Appendix D.4.

D.2.5 The Parties will negotiate compensation for Changes in Scope, except as otherwise set forth in this Agreement.

D.2.6 If the Parties wish to negotiate compensation that is not fixed as set forth herein, the Parties will consult with Owner's bond financing counsel to confirm that the proposed changes will not adversely affect the treatment of interest on any indebtedness of the Owner for purposes of federal tax law.

D.3 PAYMENT OF COMPENSATION

D.3.1 One-twelfth (1/12th) of the Base Fee together with one twelfth (1/12th) of the Repair and Maintenance Limit, one-twelfth (1/12th) of the Chemical Limit and (1/12th) of the Solids for the current Contract Year, beginning in the month prior to which services commence.

D.3.2 All compensation to Contractor is due on receipt of Contractor's invoice and payable within fifteen (15) calendar days.

D.3.3 Owner shall pay interest at a rate of one percent (1%) compounded monthly, subject to limitation provided by law, on payments not paid and received within fifteen (15) calendar days. Interest will be calculated from the due date of the invoice.

D.3.4 In the event of a contested billing, Owner may only withhold the contested portion from payment. The Owner will pay Contractor the undisputed portion in accordance with Appendix D.3.2. Interest will accrue on any contested portion of the billing and shall be immediately payable if the contested billing is resolved in favor of Contractor. No interest will be due on any contested portion of the billing if the contested portion is mutually resolved.

D.4 BASE FEE ADJUSTMENT FORMULA

$$ABF = BF \times AF$$

Where:

BF = Base Fee specified in Appendix D.1.1

ABF = Adjusted Base Fee

AF = Adjustment Factor as determined by the formula:

$$AF = [((ECI) .50 + (CPI) .50)] + 1.02$$

ECI = The twelve-month percent change (from the fourth quarter of the prior year to the fourth quarter in the current year) in the Employment Cost Index for Total Compensation for Civilian Workers, Not Seasonally Adjusted as published by U. S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series ID: CIU1010000000000A.

CPI = The twelve-month percent change (from December of the prior year to December of the current year) in the Consumer Price Index U.S. city average; Water and

Sewerage Maintenance, Not Seasonally Adjusted as published by U.S. Department of Labor,
Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUSR0000SEHG01.

APPENDIX E - PROJECT VEHICLES AND EQUIPMENT

The Project includes all vehicles, rolling stock, and other equipment as follows:

Year	Garaging Location	VIN#	Veh #	Description
2006	1245 Fiddymment Rd, Lincoln, CA 95648	1GCDT196268295568	171	Chevrolet Colorado 4WD Crew Cab with camper shell
2005	1245 Fiddymment Rd, Lincoln, CA 95648	5V CDC6MF05H201841	729	Autocar/Heil garbage truck converted to a yard tractor
2020	1245 Fiddymment Rd, Lincoln, CA 95648	1GCRWAEF6LZ138263	871	Chevrolet Silverado 1500
2018	1245 Fiddymment Rd, Lincoln, CA 95648	1FD0X5HTXJEB42671	875	Ford F550 with IMT crane
2022	1245 Fiddymment Rd, Lincoln, CA 95648	46UFU1428N1254385	902	Diamond Dump trailer
2018	1245 Fiddymment Rd, Lincoln, CA 95648	52CU2NAF9J5006342	903	Polaris GEM EM 1400
2018	1245 Fiddymment Rd, Lincoln, CA 95648	52CU2NAF0J5006343	904	Polaris GEM EM 1400
2021	1245 Fiddymment Rd, Lincoln, CA 95648	52CU2NAF2M5022225	905	Polaris GEM Utility electric vehicle
2021	1245 Fiddymment Rd, Lincoln, CA 95648	52CU2NAF4M5022243	906	Polaris GEM Utility electric vehicle
2020	1245 Fiddymment Rd, Lincoln, CA 95648	7MCPSFD19LC000729	910	Pioneer PPAT66S12-GL004
2008	1245 Fiddymment Rd, Lincoln, CA 95648	None	935	Kubota 835 Kubota RTV 1100 KRTV110071014658 S/N 14658
2004	1245 Fiddymment Rd, Lincoln, CA 95648	None	936	Bobcat 836 Bobcat S220 Skid steer 526213046
1999	1245 Fiddymment Rd, Lincoln, CA 95648	None	937	Genie 837 70' lift Z-45/25 RCI 328296 S/N Z-45-011435
2023	1245 Fiddymment Rd, Lincoln, CA 95648	None	938	Bobcat S770
2022	1245 Fiddymment Rd, Lincoln, CA 95648	1GCGTBEN6N1177143	950	Chevrolet Colorado WT Crew Cab 4WD
1995	1245 Fiddymment Rd, Lincoln, CA 95648		No number	Godwin 4" trash pump
2005	1245 Fiddymment Rd, Lincoln, CA 95648	SKYM8121951003685		boat trailer
2005	1245 Fiddymment Rd, Lincoln, CA 95648		No number	Sun dolphin boat H11273 CH504
	1245 Fiddymment Rd, Lincoln, CA 95648	AT13D-35841 (Serial No.)	No number	Treatment Plant Forklift
2024	1246 Fiddymment Rd, Lincoln, CA 95648	7SXG2DEA6R5509072	No number	Polaris GEM eL XD

APPENDIX F – PERMITS

APPENDIX G – SUPPLEMENTAL TERMS

The below referenced supplemental terms and conditions shall apply to all engineering and consulting services provided by Contractor during the Term of the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the supplemental terms set forth below, the supplemental terms shall prevail, but only with respect to the engineering or consulting services.

1. Warranty

- A. Contractor warrants that Services provided will be performed in accordance with generally accepted standards in the industry. Following completion of its Services and for a period of twelve (12) months thereafter, if the Services provided hereunder do not conform to the warranty above stated and the same is reported to Contractor by Owner in writing promptly after recognition thereof, Contractor shall, at no cost to Owner, furnish all remedial Services required in connection therewith as soon as reasonably possible after receipt of such report from Owner; and Owner shall have no liability for costs related to the repair, replacement, addition or deletion of materials, equipment or facilities as a result of such failure to conform to the above-referenced warranties, which costs shall be deemed costs of the project, whether incurred during performance of the Services or after completion of the Services.
- B. Contractor's warranties shall not apply to any defect which results from: ordinary wear and tear, misoperation by one or more non-Contractor employees, agents or sub-contractors, corrosion or erosion, noise levels, operating conditions more severe than those contemplated in the original design, or a defect in a process or mechanical design or equipment furnished or specified by Owner or others.
- C. All representations, warranties and guarantees made by Contractor in connection with its Services are limited to those set forth above. **IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED.** For any deficiencies in the services, Owner shall be restricted to the remedies expressly set forth in these supplemental terms; such remedies are Owner's sole and exclusive remedies for deficiencies in the Services and Owner hereby waives any and all other remedies, whether at law or in equity, and regardless of whether the claim is asserted under contract, tort (including the concurrent or sole and exclusive negligence of Contractor), strict liability or otherwise.

2. Indemnification

- A. Contractor will defend, indemnify and hold Owner harmless from all claims, liabilities, demands, costs, expenses (including attorneys' fees) and causes of action arising out of

third party claims for bodily injury (including death) and damage to tangible property to the extent caused by a negligent act or omission, or reckless or willful misconduct, of Contractor, its employee, agent, or subcontractor. Owner hereby agrees to release, waive all rights of subrogation against, defend, indemnify and hold Contractor harmless from all claims, liabilities, demands, costs, expenses (including attorneys' fees) and causes of action arising out of bodily injury (including death) to any person or damage or loss to any property ("Harms"), subject to an offset for Contractor's fault (including, without limitation, breach of contract, tort including concurrent or sole and exclusive negligence of Contractor), when the Harms result from (i) the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water that is not caused by Contractor; (ii) errors or omissions in Contractor's Services due to Contractor being required, directly or indirectly, by Owner to take certain actions contrary to the written recommendations of Contractor; and (iii) the demonstrable acts, errors, omissions or negligence of Owner, its employee or other contractor.

3. Limitation of Liability

The total aggregate liability of Contractor arising out of the performance of consulting or engineering services under this Agreement or breach of this Agreement in performance thereof shall not exceed twenty-five percent (25%) of the compensation paid to Contractor for such services. Notwithstanding any other provision of this Agreement, Contractor shall have no liability to the Owner for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit (direct or indirect); operating costs and facility downtime; or other similar business interruption losses, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of Contractor, its employees or subcontractors. The Parties agree that the limitations of liability and waiver of damages as set forth herein shall not be interpreted as a form of indemnification.

4. Ownership of Instruments of Service and Data

A. Owner agrees to defend, indemnify and hold harmless Contractor and its employees from and against claims resulting from re-use of the design data, drawings, estimates, calculations and specifications prepared by Contractor ("instruments of service") on extensions of the project or at a location other than that contemplated by this Agreement but only to the extent the instruments of service are proprietary information held by Contractor. All non-proprietary data, information, documents and the like acquired, developed, or otherwise possessed by Contractor relating to Owner's facility shall be the property of Owner for Owner to acquire upon written request, termination of this Agreement, or both. Owner is advised that should Owner re-use the instruments of service at another location, the instruments of service should be reviewed and sealed by Owner or a Contractor licensed in the jurisdiction where the instruments of service are sought to be re-used.

- B. All materials and information that are the property of Owner and all copies or duplications thereof shall be delivered to Owner by Contractor, if requested by Owner, upon completion of Services. Contractor may retain one complete set of reproducible copies of all of its instruments of service.
- C. All specifications, drawings, and other engineering documents that are prepared by Contractor shall be certified or sealed by a registered professional Contractor. Such certifications or seals shall be valid for the state in which the specifications, drawings, or other Engineering documents are to be used or applied.

5. Construction Phase Services

If this Agreement includes the furnishing of any Services during the construction, the following terms will apply:

- A. If Contractor is called upon to observe the work of Owner's construction contractor(s) for the detection of defects or deficiencies in such work, Contractor will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. Contractor shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s) and shall not review their work for the purpose of ensuring their compliance with safety standards.
- B. If Contractor is called upon to review submittals from construction contractors, Contractor shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. The Contractor's action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the Contractor's professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the construction contractor, all of which remain the responsibility of the construction contractor. The Contractor's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures. The Contractor's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- C. Contractor shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services.
- D. All services performed by others, including construction contractors and their subcontractors, shall be warranted only by such others and not by the Contractor.

E. All contracts between Owner and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of Owner and Contractor, in a form satisfactory to Contractor exercising reasonable judgment.



Lincoln-SMD1 Wastewater Authority

Memorandum

To: Board of Directors
From: Jim Mulligan, General Manager
Date: 05/19/24 Special Board Meeting

Agenda Item #5

SUBJECT: APPROVAL AND AUTHORIZATION TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WEST YOST FOR GENERAL MANAGER AND BOARD SECRETARY SERVICES – Consider approval of AN agreement with West Yost for an amount up to \$774,480.00 from July 1, 2024 through June 30, 2025, subject to one-year renewal increments, and authorizing the LiSWA Board Chair to execute the agreement.

West Yost was engaged by LiSWA at its inception to get the joint powers authority (Authority) established and functioning and fulfill the duties of General Manager (GM) and Board Secretary. Along with creating the Authority, there were two additional major priorities determined by the LiSWA Board. The first priority was to conduct a competitive process that would result in a new operations, maintenance and management agreement. That process is nearing successful completion. The second additional Board priority was to manage the completion of the Wastewater Treatment and Reclamation Facility (WWTRF) expansion project. The project has been analyzed, right sized and is currently at 65-percent designed.

Jim Mulligan from West Yost is taking over as General Manager and the current GM George Barber will be supporting Jim with the knowledge and expertise he has gained over the last 18 months.

The proposed agreement also contains West Yost services that have been previously discussed with the Board. These include the Industrial Pretreatment Program and the WWTRU update work currently underway with Kathryn Gies from West Yost.

Also included in the West Yost proposed agreement is \$10,000 for the West Yost grant funding team to investigate grant opportunities available to offset the cost of the WWTRF expansion project. The Board can choose to not authorize that work if that is the preference.

Staff Recommendation:

“Approval of agreement with West Yost Associates for an amount not to exceed \$774,480 from July 1, 2024 through June 30, 2025 subject to one-year renewal increments, and authorizing the LiSWA Board Chair to execute the agreement.”

PROFESSIONAL SERVICES AGREEMENT
(General Manager)

This Professional Services Agreement ("**Agreement**") is effective on July 1, 2024 ("**Effective Date**") and is between the Lincoln-SMD 1 Wastewater Authority ("**LiSWA**") and West Yost Associates ("**Consultant**"). Together, LiSWA and Consultant are each a "**Party**" and together are the "**Parties**." This Agreement entirely supersedes the agreement entered into between the Parties with an effective date of December 2, 2022 and an effective date of July 1, 2023.

A. LiSWA requires the services of a General Manager and Board Secretary to oversee the authority's operations and serve as its chief executive officer.

B. As part of the formation of LiSWA during 2022, Consultant presented a proposal for services to LiSWA, and as a duly licensed, qualified and experienced consultant to perform LiSWA's desired services, Consultant was selected to perform the services of General Manager. Consultant was later appointed by LiSWA's Board of Directors as Board Secretary to perform the functions and services of that role as customarily done by California local public agencies.

C. Consultant has performed very effectively and well on behalf of LiSWA, and with a new fiscal year about to start, the Parties wish to establish a new agreement and related budget for Consultant's services.

D. The Parties intend by this Agreement to provide for the terms under which Consultant will serve as LiSWA's General Manager and Board Secretary, with Consultant to perform the services described in Exhibit A.

The Parties therefore agree as follows:

1. SCOPE OF SERVICES:

1.1 Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary for the completion of the services described in Exhibit A ("**Scope of Services**"), at the rates specified in the 2024/2025 Billing Rate Schedule attached as Exhibit B ("**Rate Schedule**"). In the event of a conflict between this Agreement and the exhibits, this Agreement will control.

1.2 Jim Mulligan will serve as the General Manager, with support provided by assigned West Yost staff, as needed including George Barber as the designated back-up to Jim Mulligan during an absence by Mr. Mulligan. The resumes of Jim Mulligan and certain staff are attached hereto as Exhibit C. Mr. Mulligan may not be replaced as General Manager without the prior approval of LiSWA's Board of Directors.

1.3 Consultant is an independent contractor and not an employee of LiSWA. Consultant shall have no power or authority by this Agreement to bind LiSWA in any respect, but instead will be delegated authority by individual actions by LiSWA's Board of Directors. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by Consultant are

employees, agents, contractors or subcontractors of Consultant and not of LiSWA. LiSWA shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

1.4 Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

2. DURATION:

2.1 The services of Consultant shall continue upon the Effective Date of this Agreement and will continue for a one year term and be subject to renewal upon mutual consent of the Parties.

3. COMPENSATION:

3.1 For the full performance of the Scope of Services, LiSWA shall compensate Consultant on a time-and-materials basis at the compensation rates specified in the Rate Schedule; provided, however, that total compensation for the full performance by Consultant of the Services shall not exceed Seven Hundred Seventy Five Thousand Dollars (\$775,000.00) for the one year term of this Agreement, said amount being referred to herein as the "not-to-exceed" amount.

3.2 Consultant shall submit to LiSWA a monthly billing showing completion of the tasks that month and invoices for all expenses as well as for all materials authorized by this Agreement. If Consultant's performance is not in conformity with the Rate Schedule, payments may be delayed or denied, unless Consultant's failure to perform in conformity with the Rate Schedule was approved in advance by LiSWA.

3.3 If the Work (as defined below) is halted at the request of LiSWA, compensation shall be based upon the proportion that Work performed bears to the total work required by this Agreement, subject to Section 4.

4. TERMINATION:

4.1 This Agreement may be terminated by either Party, provided that the other Party is given not less than 45 calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

4.2 LiSWA may temporarily suspend this Agreement, at no additional cost to LiSWA, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LiSWA gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Agreement.

4.3 Notwithstanding any provisions of this Agreement, Consultant shall not be relieved of liability to LiSWA for damages sustained by LiSWA by virtue of any breach of this

Agreement by Consultant, and LiSWA may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due LiSWA from Consultant is determined.

4.4 In the event of termination, Consultant shall be compensated as provided for in this Agreement, except as provided in Section 4.3. Upon termination, LiSWA shall be entitled to all work, including, but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 of this Agreement.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Agreement may be made at any time by a signed, written agreement between the Parties.

6. PROPERTY OF LISWA:

6.1 All materials prepared by Consultant under this Agreement shall become the property of LiSWA, and the Consultant shall have no property right therein whatsoever upon payment of all invoices due and owing to Consultant unless LiSWA contests in good faith an invoice or portion thereof in which case the materials shall be deemed the property of LiSWA. Immediately upon termination and upon payment of all invoices due and owing to Consultant, LiSWA shall be entitled to, and the Consultant shall deliver to LiSWA, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by Consultant in performing this Agreement which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to LiSWA which is in Consultant's possession. LiSWA shall not be limited in any way in its use of the materials at any time, provided that any such use that is beyond Consultant's services and/or the purposes of this Agreement shall be at LiSWA's sole risk.

6.2 This is an Agreement for services and each Party considers the products and results of the services to be rendered by Consultant hereunder (the "**Work**") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LiSWA upon payment of all invoices due and owing to Consultant unless LiSWA contests in good faith an invoice or portion thereof in which case the materials shall be deemed the property of LiSWA.

7. COMPLIANCE WITH ALL LAWS; PREVAILING WAGES:

7.1 Consultant shall comply with all applicable laws, ordinances, and codes of federal, state and local governments, as applicable, and shall commit no trespass on any public or private property in performing any of Work authorized by this Agreement. In providing services under this Agreement, Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality ("Standard of Care").

8. OBLIGATIONS AND RESPONSIBILITIES - CONSULTANT:

8.1 Consultant represents and confirms to LiSWA that it has all licenses, permits, qualifications and approvals, of whatever nature, which are legally required for Consultant to practice its profession and to properly provide the services set forth in Exhibit A in a manner which is consistent with the Standard of Care. Consultant represents and confirms to LiSWA that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

8.2 Consultant represents and confirms that the Work performed under this Agreement shall be in accordance with applicable federal, state and local law in a manner consistent with the Standard of Care.

8.3 George Barber at all times shall represent Consultant before LiSWA on all matters relating to this Agreement. In the event that LiSWA, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from LiSWA of the desire of LiSWA for the removal of such person or persons.

8.4 Except as set forth in Exhibit D, Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. LiSWA shall furnish to Consultant only the facilities, equipment, and other materials listed in Exhibit D according to the terms and conditions set forth in Exhibit D.

8.5 Consultant shall provide corrective services without charge to LiSWA for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to promptly perform its obligations, LiSWA may render or undertake performance thereof and Consultant shall be liable for any expenses.

9. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of LiSWA which will not be unreasonably withheld. However, claims for money due or to become due to Consultant from LiSWA under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to LiSWA.

10. INTEREST IN AGREEMENT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by

LiSWA's conflict of interest code in accordance with the category designated by LiSWA or in the absence of such code then by the customary standard of practice for California local public agencies, unless LiSWA determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by LiSWA's code or the industry's custom and practice and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with LiSWA conflict of interest code or the industry's custom and practice if, at any time after the execution of this Agreement, LiSWA determines and notifies Consultant in writing that Consultant's duties under this Agreement warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code or the industry's custom and practice and as directed by LiSWA.

11. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Agreement are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of LiSWA, except by court order or in furtherance of performance of this Agreement including for preparation and posting of LiSWA agendas and other public records.

12. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing Work under this Agreement in a manner which is consistent with the generally accepted Standard of Care for Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. LiSWA shall have no right of control over the manner in which Work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

13. INDEMNITY AND LITIGATION COSTS:

To the greatest extent allowed by law and within the construct of Civil Code § 2782 and 2782.8, Consultant shall indemnify and hold harmless LiSWA, its officers, officials, employees and volunteers (the "indemnified parties") from and against any and all claims, damages, demands, liability, costs, losses and expenses, including court costs and reasonable attorneys' fees, to the extent caused by its negligent performance of this Agreement or by reason of negligent acts or omissions, recklessness, or willful misconduct incident to the performance of this Agreement on the part of Consultant except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of LiSWA. Without limiting the foregoing indemnity obligation, Consultant further shall indemnify and hold harmless the indemnified parties from and against any and all damages, liability, costs, losses, expenses, contributions and penalties, including court costs and reasonable attorneys' fees, arising from Consultant's negligent misclassification of itself or its employees' status as an independent contractor. The provisions of this paragraph shall survive termination or suspension of this Agreement.

14. CONSULTANT TO PROVIDE INSURANCE:

14.1 Consultant shall maintain in force at all times during the duration and performance of this Agreement the policies of insurance specified in this Section. Such insurance must have the approval of LiSWA as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII (or in the case of Worker's Compensation insurance, with the State Compensation Insurance Fund of California).

14.2 If not done prior to execution of this Agreement, Consultant shall immediately thereafter furnish LiSWA with certificates of insurance and copies of original endorsements providing evidence of coverage for all policies required by the Agreement. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Consultant agrees to furnish one copy of each required policy to LiSWA, and additional copies as requested in writing. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by LiSWA as a material breach of this Agreement. Approval of the insurance by LiSWA shall not relieve or decrease any liability of Consultant.

14.3 In addition to any other remedy LiSWA may have, if Consultant fails to maintain the insurance coverage as required in this Section, LiSWA may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and LiSWA may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Agreement.

14.4 No policy required by this Agreement shall be endorsed to suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days' prior written notice by certified mail, return receipt requested, to LiSWA.

14.5 Any deductibles, aggregate limits, pending claims or lawsuits which may diminish the aggregate limits, or self-insured retentions, must be declared to, and approved by, LiSWA.

14.6 Aggregate Limits/Impairment.

If any of the insurance coverages required by this section contain annual aggregate limits, Consultant must give LiSWA notice of any pending claim or lawsuit which may diminish the aggregate. Consultant must take steps to restore the impaired aggregates or provide replacement insurance protection. LiSWA has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect LiSWA's protection are allowed without LiSWA's prior written consent.

14.7 The requirement as to types, limits, and LiSWA's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Agreement.

14.8 Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers and

under forms of policy satisfactory to LiSWA. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Agreement. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by LiSWA as a material breach of this Agreement.

14.9 Worker's Compensation and Employer's Liability Insurance.

A. Worker's Compensation Insurance to protect Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and federal statutes and regulations. Consultant shall execute a certificate of compliance with Labor Code Section 3700, on the form provided in the Agreement.

B. Consultant shall provide a Waiver of Subrogation endorsement in favor of LiSWA, its officers, officials, employees, agents and volunteers for losses arising from work performed by Consultant.

14.10 Commercial General Liability Insurance

A. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence and \$2,000,000.00 general and products/completed operations aggregates.

B. The commercial general liability insurance shall also include the following:

(i) Endorsement equivalent to CG 2010 1185 naming LiSWA, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to LiSWA, its officers, officials, employees or volunteers.

(ii) Endorsement stating insurance provided to LiSWA shall be primary as respects LiSWA, its officers, officials, employees and any insurance or self-insurance maintained by LiSWA, its officers, officials, employees or volunteers shall be in excess of Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

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

(iv) Provision or endorsement stating that any failure to comply with reporting or other provisions of the General Liability and Auto Liability policies shall not affect coverage provided to LiSWA, its officers, officials, employees, or volunteers.

(v) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by Consultant under the Agreement, including, without limitation, set forth in Section 15, Indemnity and Litigation Costs.

14.11 Commercial Automobile Liability Insurance.

A. The commercial automobile liability insurance shall include, but shall not be limited to, protection against claims for death, bodily or personal injury, or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000 per occurrence.

B. The commercial automobile liability insurance shall include the same endorsements as required for Commercial General Liability Insurance (16.10.B above.)

14.12 Professional Liability.

Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Agreement and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Agreement. The limits of such professional liability insurance coverage shall not be less than \$1,000,000 per claim.

15. MISCELLANEOUS PROVISIONS:

15.1 Compliance With Laws. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable and non-conflicting federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work, including laws relating to prevailing wages pursuant to Labor Code section 1771 *et seq.*

15.2 Non-Discrimination. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation. Consultant shall comply with Section 122(a) of the State and Local Fiscal Assistance Act of 1972.

15.3 Inspection of Records. Consultant shall maintain and make available for inspection by LiSWA and its auditors accurate records of all of its costs, disbursements and

receipts with respect to any work under this Agreement. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to Consultant.

15.4 Entirety of Agreement. This Agreement constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Agreement, except those contained in or referred to in the writing.

15.5 Notices. All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

LiSWA: Lincoln-SMD 1 Wastewater Authority
Attn: Chair of the Board of Directors
600 Sixth Street
Lincoln, CA 95648

and

LiSWA General Counsel via Email:
wes.miliband@aalrr.com

CONSULTANT: West Yost Associates
Attn: George Barber, PE
2020 Research Park Drive, Suite 100
Davis, CA 95618
Phone: 530-378-5240
Email: gbarber@westyost.com

15.6 Governing Law. This Agreement will be interpreted and governed by the laws of the State of California.

15.7 Venue. Any action arising out of this Agreement must be brought in Placer County, California.

15.8 Attorneys' Fees. In any action brought by either Party to enforce the terms of this Agreement, each Party shall be bear responsibility for its attorney's fees and all costs regardless of whether one Party is determined to be the prevailing party.

15.9 Counterparts. The Parties may execute this Agreement in counterparts, and electronic signatures will be valid as originals.

15.10 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated.

West Yost Associates

Lincoln-SMD 1 Wastewater Authority

(Authorized Signature)

Chair

Print Name

Dated

Email address

APPROVED AS TO FORM:

Counsel

Dated

**EXHIBIT A
GENERAL SCOPE OF
SERVICES and ESTIMATE**

1.0 SCOPE OF WORK

For the purposes of this contract, Jim Mulligan, Principal Engineer II, will serve as the General Manager/Board Secretary, with support provided by assigned West Yost staff, as needed. The general scope of services to be performed under this Agreement are described below.

1.1 General Manager, Board Secretary and Support Services for Lincoln-SMD1 Wastewater Authority (LiSWA)

Services shall include planning, organizing, directing, and overseeing the activities and operations of the LiSWA.

Tasks may also include, but are not limited to:

- a. Contract administration with the wastewater treatment plant operator.
- b. Noticing, scheduling, and conducting Board of Directors meetings in accordance with applicable laws, rules, and regulations.
- c. Preparation of the founding documents for the LiSWA including but not limited to processes, procedures, rules, and regulations.
- d. Direct and approve the paying of LiSWA invoices and issuing of bills for payment.
- e. Issue Requests for Proposals for projects and studies.
- f. Execute California Environmental Quality Act (CEQA) process for developing environmental documents, Federal, State, and local permitting processes for necessary activities of the LiSWA.
- g. Development of wastewater treatment plant expansion project.
- h. Assist with the transition of the new operations contractor.
- i. Assistance with funding and financing for the wastewater treatment plant expansion project.
- j. Provide expert opinions and technical memorandums in support of the operation of LiSWA.
- k. Provide support and training of new General Manager in the event the Board determines to move forward to replace George Barber.
- l. Such other tasks and activities in furtherance of the LiSWA's day-to-day operations and implementation of duly adopted policies of the LiSWA Board including the list provided by the General Manager and updated Monthly.

1.2 **Industrial Pretreatment Program**

Services shall include the Scope of Work previously approved by the Board.

1.3 **WWTRU Policy Update**

Services shall include the Scope of Work previously approved by the Board.

LiSWA Contract Estimate				
		hrs/week	Est. Hours	Proposal
Task 1	GM Duties	15	750	\$ 253,500
Task 2	GM Support by Engineer	12	600	\$ 221,400
Task 3	Operations Contract		80	\$ 27,040
Task 4	WWTRF Phase I Project		160	\$ 59,040
Task 5	Bill Pay and Invoicing	8	400	\$ 89,600
Task 6	Grant Funding efforts	Project Budget		\$ 10,000
Task 7	Technical Assitance	Estimated		\$ 33,000
Task 8	IPP	Project Budget		\$ 59,500
Task 9	WWTRU Update	Project Budget		\$ 15,000
	Travel	\$1,600 ea-4 Times		\$ 6,400
	Annual Cost Estimate			\$ 774,480



2024/2025 FY Billing Rate Schedule

(Effective July 1, 2024, through June 30, 2025)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$373
Engineer/Scientist/Geologist Manager I / II	\$352 / \$369
Principal Engineer/Scientist/Geologist I / II	\$317 / \$338
Senior Engineer/Scientist/Geologist I / II	\$286 / \$300
Associate Engineer/Scientist/Geologist I / II	\$237 / \$255
Engineer/Scientist/Geologist I / II	\$185 / \$215
Engineering Aide	\$111
Field Monitoring Services	\$138
Administrative I / II / III / IV	\$102 / \$127 / \$152 / \$168
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$366 / \$369
Principal Tech Specialist I / II	\$336 / \$348
Senior Tech Specialist I / II	\$308 / \$321
Senior GIS Analyst	\$278
GIS Analyst	\$264
Technical Specialist I / II / III / IV	\$196 / \$224 / \$251 / \$280
Technical Analyst I / II	\$141 / \$168
Technical Analyst Intern	\$113
Cross-Connection Control Specialist I / II / III / IV	\$147 / \$159 / \$179 / \$198
CAD Manager	\$222
CAD Designer I / II	\$172 / \$194
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$355
Construction Manager I / II / III / IV	\$211 / \$226 / \$239 / \$303
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$190 / \$211 / \$235 / \$244
Apprentice Inspector	\$172
CM Administrative I / II	\$91 / \$124
Field Services	\$244

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

2024/2025 FY Billing Rate Schedule

(Effective July 1, 2024, through June 30, 2025)*



Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$1.02 / mile
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Communications Cable	\$10 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Turbidity Meter (2100Q Portable)	\$35 / day
Vehicle (Construction Management)	\$10 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

* This schedule is updated annually



STAFF TITLE: Principal Engineer II

YEARS OF EXPERIENCE: 33

PROFESSIONAL REGISTRATION

- Professional Civil Engineer, California No. 52627
- D5 Certified Water Distribution Operator No. 16520, State Division of Drinking Water
- T4 Certified Water Treatment Operator No. 5190, State Division of Drinking Water

EDUCATION

- BS, Mechanical Engineering, California State University, Chico

PROFESSIONAL AFFILIATIONS

- Association of California Water Agencies,
- American Water Works Association
- CA-NV Section American water Works Association
- Groundwater Resources Association of California

James Mulligan, PE

Jim Mulligan is a civil engineer and state-certified water distribution (D5) and water treatment (T4) operator in the water industry. He is an experienced project and water operations manager who specializes in water resource and operations planning, contracts, budgeting, employee management, and rate-setting. He has experience communicating effectively with highly technical groups, in committee meetings and with the public in numerous outreach campaigns.

EXPERIENCE

Water Operations Manager, Water Division, City of Roseville, CA: As Water Operations Manager, Jim was responsible for compliance of the City's drinking water supply permitting and operations with the State Division of Drinking Water. He met routinely with water supply stakeholders and federal and state officials to maintain reliability for Roseville's water supply in a variety of state and regional venues.

Well No. 7 Mechanical Equipping, City of Live Oak, CA: Construction Manager. Oversee the administration of the construction contract for the topside improvements on the City's Well No. 7 and associated treatment system. Duties include schedule review, submittal and RFI coordination, leading progress meetings, change order and pay request recommendations and Division of Drinking Water amended system permit approval.

AMI Implementation, City of Roseville, CA: As Water Utility Manager, Jim was responsible for the quantity and quality of the City's potable water from source to tap. He supervised six direct reports, a department of 50 employees, and managed an annual budget of \$30 million. Additionally, he:

- Oversaw operators at the City's 100 MGD surface water treatment plant and within the distribution system
- Supervised six groups within the Water Division: Production/Treatment, Construction, Meter/Backflow, Preventative Maintenance, System Operations and Conservation.
- Served as Project Manager for water and wastewater capital improvement projects totaling over \$125 million.
- Worked with the City's electric department on design and implementation of enterprise-wide Advanced Metering Infrastructure (AMI) for the water metering program in collaboration with E Source (formerly UtiliWorks).
- Coordinated Folsom Lake quantity/quality issues, interties, and USBR policies with neighboring agencies.
- Guided the Water Division through multiple years of drought by implementing a City-wide, multi-departmental drought management team.
- Implemented the City's Aquifer Storage and Recovery groundwater program.

Engineering and Design Services for Carley and Peter Springs Well Rehabilitation, City of Santa Rosa, Santa Rosa, CA: Project Manager. Jim is serving as project manager for the Carley and Peter Springs Well Rehabilitation project. The wells are a vital part of the City's Emergency Groundwater Supply Program. West Yost is providing the design and engineering services during construction for replacement of the Carley Well and modification of the Peter Springs Well to help secure the City's long-term water supply reliability and provide operational flexibility. The primary goals of this project are to replace the Carley Well with a new well and topside facilities on the same parcel, extend the Peter Springs well casing above ground and make other modifications to improve its reliability and address the ongoing potential for impacts to site operations from ground displacement. The well facilities, including conveyance piping, valves, controls and metering, will be designed to enable separate delivery for municipal and irrigation uses. Close coordination with the City's Public Works Department and Santa Rosa Water staff is underway and will lead to project success.

Well 80, Wells 81 A, B, C, and Well 82 Owner's Representative Services, Sacramento Suburban Water District (SSWD), Sacramento, CA: Project Engineer. Jim is serving as Project Engineer on the Owner's Representative team supporting SSWD for the construction of up to four new monitoring wells and four new groundwater wells and associated pumping and treatment facilities. The projects will be constructed under progressive design-build delivery. Jim is providing permitting assistance, operations advice and construction management support. As the Owner's Representative, West Yost is representing the district in the contracting and management of the progressive design-build team. West Yost is also lead in the development of CEQA documents for several of the project sites, is preparing the preliminary site plan for one of the three facilities, is assisting with contracting and contract management, and will also be providing construction management and inspection services as part of the Owner's Representative role.

Well No. 7 Mechanical Equipping, City of Live Oak, CA: Construction Manager. Oversee the administration of the construction contract for the topside improvements on the City's Well No. 7 and associated treatment system. Duties include schedule review, submittal and RFI coordination, leading progress meetings, change order and pay request recommendations and Division of Drinking Water amended system permit approval.

Watkins Gate Radial injection Surge Development Well Rehabilitation, Marina Coast Water District, Marina, CA: Project Manager. The project consisted of developing a comprehensive work plan to remediate the bacteriological fouling of the Watkins Gate Well including

preparing contractor specifications and field oversight of physical and chemical well rehabilitation activities. Tasks included designing a specification-based work plan, defining equipment requirements, and providing field observation of the RISD, chemical dosing, and final pump development programs.

LAX Sepulveda Injection Well Design Support, Los Angeles, CA: Project Manager. Assisted Wood PLC in developing the conceptual design of the injection well system for the LAX Sepulveda groundwater remediation system. The project included a workshop to develop a mutual basis of design, crafting a recommended equipment schematic diagram, outlining the proposed injection system operation philosophy, and providing technical support to Wood during preparation of the 30% conceptual design surrounding the need for backwash pumping equipment, borehole injection control measures and pre-injection filtration.

Buckskin Test Injection Well, Parker, AZ: Project Manager. Assisted Wood PLC in the installation of an injection test well for PG&E at the Buckskin well location. The project included review of the final well design plans, implementation of an injection development program using the Radial Injection Surge Development method (RISD), and field injection testing.

Cave Creek Landfill Groundwater Injection System, Cave Creek, AZ: Project Manager. Design and installation of a groundwater injection system for Maricopa County at the Cave Creek Landfill. The project surrounded installation of a test 1,600-foot deep injection well, design of the borehole equipment, and design of the above grade appurtenances to support groundwater injection. Technical tasks included review of the borehole data, design of the gravel pack and screen, locating target formation seals, injection development of the well, and hydraulic testing. Design tasks included backwash pump sizing, pump set depth, borehole injection control, surface piping and control valves, pre-injection filtration, instrumentation, and control logic development.

As-Needed Engineering Services, County of Placer, CA: QA/QC. Provide QA/QC to West Yost work product and oversee sub consultants for the County of Placer in a variety of areas of expertise including structural engineering, electrical engineering, sewer systems engineering, recycle water systems engineering, water systems engineering, stormwater systems engineering, biomass/green waste services, construction inspection services, design plan review, sewer system field services, surveying, Middle Fork Project, environmental and permit compliance and facility condition assessment.

Deer Valley Aquifer Storage and Recovery Well 302 Development and Testing, City of Phoenix, AZ: Project Manager. Provided injection development and cycle testing

of the City of Phoenix Well 302, located at the Deer Valley Water Treatment Plant. The project included development of the well using injection methods, injection testing, data analysis for operational limits, and definition of an operations and maintenance program. Also provided was development of a work plan for injection development, definition of the set points for the logic control, evaluation of the injection test data, definition of the preliminary backwash methodology and remote assistance during demonstration recharge operations.

Property Acquisition Roadmap, Sacramento Suburban Water District, Sacramento, CA: Project Engineer.

Developing a Property Acquisition Roadmap (PAR) for District staff and policymakers to follow during District acquisition of new properties, primarily new groundwater well sites. The work involves collaboration between multiple staff levels of the District, the district's property acquisition agent and Board interests. The PAR project deliverables will also include a property acquisition staff report template for current and future staff to follow when approaching the Board for approval of new property.

On-Call Well Evaluation and Rehabilitation Services and Municipal Well Siting, Sacramento Suburban Water District, Sacramento, CA: Project Engineer.

Provided Geographic Information System (GIS) and hydrogeologic services for development and implementation of a GIS-based Municipal Well Site Evaluation, Ranking, and Selection Methodology (Well Site Selection Methodology). Working with the District, West Yost identified site selection criteria and information needed to identify, evaluate, screen, rank, and select potential well sites; developed GIS tools needed for Methodology implementation; provided technical support to District for public meetings and internal meetings; and provided GIS files, geodatabases, and documentation of GIS procedures supporting future well site selection efforts.

Owner's Representative, Davis-Woodland Water Supply Project (DWWSP), Cities of Davis and Woodland and UC Davis:

This cutting edge project involved a \$278 million design/build/operate (DBO) program to provide a sustainable water supply to the communities of Davis and Woodland, California and the University of California at Davis (UC Davis). As a Project Engineer, Jim examined the performance of an existing groundwater supply well at the Joint Intake facility and provided recommendations for a solution to the pump seal lubricant system. Also, at the Joint intake facility, Jim is Project Manager on the retrofit of the existing jib crane and rehabilitation of the facility's roof access ladder to improve performance, reliability and increase safety at the facility. As an Owner's Advisor, Jim routinely reviews monthly and annual operations reports from the operator of the Regional

Water Treatment Facility, the surface water treatment plant operated by the Agency.

GIS-Based Municipal Well Siting Study, City of Pasadena, Pasadena, CA: Project Engineer.

Developed a GIS-based municipal well siting tool and methodology for selecting potential well sites. The outcome of the work consisted of a ranked list of City-owned parcels meeting staff's well site selection criteria, a recommendation for the top-ranked parcels for the City's next planned municipal well, and production of GIS files used in the well site selection methodology. The project involved working with City staff to develop site selection criteria and information needed to identify, evaluate, screen, rank, and select potential well sites on City-owned parcels, implementing a GIS-based municipal well siting tool, field visit confirmation of top-ranked sites, preparation of a technical memorandum documenting the municipal well siting, and providing GIS files and methodology used in the municipal well siting study tool.

Proposition 1 Groundwater Grant Support, Monterey County Water Resources Agency, CA: Grant Writer.

West Yost was asked to assist Monterey County Water Resources Agency (MCWRA) staff in the completion of a Prop 1 - Round 2 Grant Application for groundwater well destruction work. The work was conducted over a one-week period to meet the California State Water Resources Control Board grant application deadline. MCWRA received a funding award letter in June 2020 for \$5M. The grant proposed destruction of approximately 105 abandoned and dormant wells located in proximity to the City of Salinas, the communities of Castroville and Boronda, and unincorporated areas of Monterey County. The goal for the project is to prevent chloride and nitrate-contaminated groundwater from migrating into drinking water aquifers.

Water Utilities Division, Citizen's Utilities (now California American Water), CA: Project Engineer

managing capital improvement projects in groundwater well construction, water system management, and water quality compliance.

North American Sub Basin Groundwater Sustainability Agencies Governance, County of Placer, Auburn, CA:

Project Engineer. The Project goal is to assist the County and representative members of NASb with developing a governance agreement between the members of NASb. The agreement will serve as a binding document, enable transparency between GSA's and set a framework within which the provisions and responsibilities laid out in the final NASb Groundwater Sustainability Plan (GSP) can be implemented. The NASb members are the Western Placer GSA, Reclamation District 1001 GSA, Sutter County GSA, South Sutter Water District GSA and the Sacramento Groundwater Authority.

Development Business Process Mapping, Central Contra Costa Sanitary District, CA: QA/QC. Provided QA/QC for deliverables to Central Contra Costa Sanitary District (Central San) as the District completes implementation of a new Enterprise Resource Planning (ERP) system using Oracle as the platform. The Development Services Division is an early adopter of Oracle's ERP permitting software. As part of the deployment of the new ERP software, Central San staff have been mapping business processes to support software configurations. Central San is also moving towards an electronic process for performing plan review using Bluebeam Revu as the software platform. Central San has requested West Yost provide support to develop a Business Process Map for their Mainline Extension review process. The map will incorporate recommendations to streamline the current process with a goal of improving customer service by reducing the number of iterations required to approve project plans. The outcome of the work included and updated business process map along with twenty-nine detailed recommendations for staff implementation.

America's Water Infrastructure Act Compliance, University of California, Davis, Davis, CA: Project Manager. Guided the project team and stakeholders through the workshop-driven process of compliance with AWIA including preparation of a risk and resilience assessment and cyber security evaluation.

America's Water Infrastructure Act Compliance, City of Lincoln, CA: Project Manager. Guided the project team and stakeholders through the workshop-driven process of compliance with AWIA including preparation of a risk and resilience assessment, cyber security evaluation and preparation of an AWIA-compliant emergency response plan.

America's Water Infrastructure Act Compliance, City of Woodland, Woodland, CA: Project Manager. Guided the project team and stakeholders through the workshop-driven process of compliance with AWIA including preparation of a risk and resilience assessment, cyber security evaluation and preparation of an AWIA-compliant emergency response plan.

America's Water Infrastructure Act Compliance, Woodland Davis Clean Water Agency, Woodland, CA: Project Manager. Guided the project team and stakeholders through the workshop-driven process of compliance with AWIA including preparation of a risk and resilience assessment, cyber security evaluation and preparation of an AWIA-compliant emergency response plan.

Alvarado Water Treatment Plant High-Level Operational Study, City of San Diego, San Diego, CA: Project Manager. Performing a high-level assessment study to identify potential areas of current operational practice that could place the City at risk of regulatory enforcement or loss of customer confidence. The project will also identify any staff challenges,

note any observed operational inefficiencies, and provide recommendations for addressing what is discovered.

Sewer Basin 6A Inflow Identification, City of Folsom, CA: Project Manager on smoke testing of the City's Basin 6A consisting of approximately 45,000 linear feet of sewer pipeline and associated manholes. West Yost prepared final recommendations to the City identifying defect, run date, run name, upstream manhole (USMH), downstream manhole (DSMH), address, leak location, observation, smoke severity, potential inflow estimate, recommended inspection, recommended repair, and estimated repair cost.

RiverArc Sacramento River Water Reliability Study, Placer County Water Agency, Auburn, CA: Project Engineer for review of Technical Papers on USBR Operational Strategies. The paper was the result of a reconnaissance level technical analysis performed based on CalSim modeling results from Department of Water Resources Delivery Capability Report 2015 and further post-processed to assess RiverArc performance on Central Valley Project /State Water Project systems.

Fruitridge Vista Water System Evaluation, California American Water, Sacramento, CA: Project Engineer. Performed condition assessment and regulatory compliance verification associated with a water system valuation for submission to the California Public Utilities Commission.

Pump Station 3 Rehabilitation, City of Folsom, CA: Project Manager on design and bidding services for the City's wastewater pump station 3. Reassessment of the pump station to efficiently align the operation with current demands and update the facility to modern standards. Emphasis was placed on maintaining safe and reliable operations, phasing construction to attract more competitive bidding, no interruption of service to customers and minimizing disruption to local residents and the public related to noise, location and traffic.

Program Management for Surface Water Treatment Project, Stanislaus Regional Water Authority, Ceres, CA: Project Engineer assisting in Division of Drinking Water and Regional Board permitting for the future surface water treatment plant for the cities of Ceres and Turlock. West Yost was selected to manage development of a regional Surface Water Treatment Plant Project that will construct raw water facilities, a treatment plant, treated water transmission mains, and an interface/interconnection with each City's local system.

Water Utility Manager, Environmental Utilities Department, City of Roseville, CA: As Water Utility Manager, Jim was responsible for the quantity and quality of the City's potable water from source to tap. He supervised six direct

reports, a department of 50 employees, and managed an annual budget of \$30 million. Additionally, he:

- Oversaw operators at the City's 100 MGD surface water treatment plant and within the distribution system
- Supervised six groups within the Water Division: Production/Treatment, Construction, Meter/Backflow, Preventative Maintenance, System Operations and Conservation.
- Served as Project Manager for water and wastewater capital improvement projects totaling over \$125 million.
- Worked with the City's electric department on design and implementation of Advanced Metering Infrastructure (AMI) for the water metering program.
- Coordinated Folsom Lake quantity/quality issues, interties, and USBR policies with neighboring agencies.
- Guided the Water Division through multiple years of drought by implementing a City-wide, multidepartmental drought management team.
- Implemented the City's Aquifer Storage and Recovery groundwater program.

George Barber, PE



STAFF TITLE: Engineering Manager I

YEARS OF EXPERIENCE: 32

PROFESSIONAL REGISTRATIONS

- Professional Civil Engineer, California No. C51332
- Water Treatment Operator, Grade 4, California No. 22524
- Water Distribution Operator, Grade 5, California No. 16517

EDUCATION

- BS, Civil Engineering, California State University, Chico

PROFESSIONAL AFFILIATIONS

- Vina GSA Stakeholder Advisory, Former Committee Member
- Butte County Water Commission, Former Chair
- Association of California Water Agencies, Region 2, Former Board Member
- Sustainability Management Association, Former Board Member
- Oroville Chamber of Commerce, Former Chair
- Salvation Army Oroville, Former Advisory Board Member
- Butte Humane Society, Board Member

George Barber is a civil engineer with experience providing engineering services as well as operational leadership of drinking water treatment and distribution systems. He provides specialized expertise in the management processes of both municipal and investor owned water systems. His past work includes municipal rate design, water supply assessment and analysis, water treatment optimization, long-term system planning, and emergency preparedness. George's successful and productive engineering experience encompasses all aspects related to the water industry, including engineering studies, plans and specifications development, report writing, and development review. George brings a complementary blend of professional engineering with a State of California drinking water T-4 and D-5 certifications. George was the recipient of the National Association of Water Companies Living Water Award for 2019.

EXPERIENCE

Director of Operations, California Water Service Company, CA: George was responsible for the operations of California Water Service Company's Northern Districts and held the following responsibilities:

- Provided oversight of all water supply, water treatment, water distribution, and government relations.
- Planned and developed short and long-term goals.
- Provided strategic input on company operations.

General Manager, Paradise Irrigation District, CA: George held various administration, planning, and management positions as General Manager, including the following:

- Directed the operations, maintenance, and general affairs of the District and its facilities and resources.
- Coordinated Board of Directors monthly meeting and committee agendas, assuring appropriate support information.
- Led the development of each annual budget including operations, capital acquisition, and capital improvement projects.
- Assured compliance with District annual budgets and adherence to procurement procedures.
- Developed, with Board of Directors' input, the 2007 and 2012 Strategic Business Plans for the District, working toward a focus on long-term planning.
- Demonstrated successful public speaking skills with presentations to community groups from small settings to groups of 800 attendees.
- Established a successful working relationship with legal counsel.
- Led the extension of time request for the District's surface water rights.
- Completed the CEQA process for multiple and varied District projects.

- Managed the annexation process for customers.
- Authored and developed the 2005, 2010, and 2015 Urban Water Management Plans.
- Led the effort to develop and author updated Policy and Procedure Manuals for the District.
- Updated the District Safety Policy Manual.
- Implemented, through the proposition 218 process, multi-year rate increases in 2006, 2012, and 2015.
- Coordinated multiple successful partnerships with Butte Fire Safe Council for watershed improvement projects.
- Brought forward the \$2.8 million Magalia Reservoir Bypass project to provide a more secure raw water supply and provide raw water deliveries during future dam construction projects. Secured a \$2 million low interest loan and \$480,000 grant to fund the project. Energy savings from the project provide over 90% of the debt payments.
- Managed the \$5 million Meter Replacement project that replaced 75% of the District meters and upgraded all meters to a fully-automated meter reading system.
- Negotiated the purchase of property to facilitate the PID operations and administration relocation.
- Managed the renovation of the new administration office as well as the design, CEQA development, and construction of new corporation yard facilities.
- Managed the development of the Process Water Recycle project at the water treatment plant.
- Led a talented and dedicated workforce of 40 operations, maintenance, technical, and administrative employees.
- Negotiated multiple memorandums of understanding with employee groups and managed the implementation of the agreements.
- Directed operation and maintenance activities in water treatment, distribution, and irrigation, serving 7,000 customers through 122 miles of distribution pipelines and 110 miles of irrigation ditches and canals.
- Managed key personnel, including the water treatment superintendent, construction foreman, maintenance foreman, and assistant engineer.
- Developed, with input and assistance from treatment plant staff, many required plans and reports, including the Risk Management Plan, Urban Water Management Plan, Watershed Sanitary Survey, and the Security Vulnerability Assessment.
- Authored a successful grant application for \$183,000 for a ditch lining project.
- Successfully negotiated permits and project approvals from Division of Safety of Dams and Department of Fish and Game and served as construction surveyor, design engineer, and construction engineer.
- Maintained safe, productive workplace with zero OSHA recordable on the job injuries and illnesses in Water Division.
- Directed the complete evaluation of Agency security after 9/11. Implemented security changes to mitigate evaluation findings.
- Managed the construction and installation of \$4 million 480kw solar array at treatment plant, eliminating future energy bills.
- Recommended the addition of variable frequency drives to pumps and changes in distribution system, resulting in a 20% reduction in energy demand at treatment plant.

Senior Engineer, Water Division Manager, and District Engineer, South Feather Water and Power Agency, CA:

George acted as Senior Engineer, Water Division Manager, and District Engineer, meeting the design and construction needs of the Agency, including development of the Capital Outlay Budget.

- Provided written and verbal reports at the monthly Board of Directors meeting on water division operations, construction, and maintenance issues.
- Worked with General Manager and Policy Committee develop changes to the rules and regulations and draft new policies.
- Assisted with, reviewed, and provided input to annual \$4.6 million operating budget.

Project Engineer, California Department of Transportation, CA:

Developed Plans, Specifications, Special Provisions, and Engineer's Estimates for erosion control and slope stabilization projects within the Lake Tahoe basin, acting as the Caltrans Tahoe Coordinator with the Tahoe Regional Planning Agency. Recipient of the Tahoe Regional Planning Agency Erosion Control Award for design effectiveness and overall visual quality.

EXHIBIT D

FACILITIES, EQUIPMENT, OTHER MATERIALS

Consultant shall be responsible for providing all necessary facilities, equipment and personnel to undertake the necessary task(s) outlined in **Exhibit A**.



Lincoln-SMD1 Wastewater Authority

Memorandum

To: Board of Directors
From: Jim Mulligan, General Manager
Date: 06/19/24 Special Board Meeting

Agenda Item #6

SUBJECT: LiSWA 2024/25 BUDGET APPROVAL AND AUTHORIZATION – Consider approval of LiSWA 2024/25 Budget.

Attached for your review and consideration of approval is the Draft 2024/25 Budget. There will be an excel version available at the Board meeting to make live adjustments, if desired by the Board.

As requested, additional details have been provided and categories broken out into line items. The West Yost budget items align with the proposal and each of those tasks will be tracked separately.

The Operations, Maintenance, and Management Agreement is budgeted for eleven months under the new contract and one month for Stantec. This section includes the base fee and three accounts that will be tracked and annually LiSWA will either pay any shortage, receive a rebate payment, or leave any remaining funds to offset the next years cost. Solids Handling and Chemicals are two areas we anticipate Jacobs can reduce costs through better operation based on several optimization studies required by the Agreement. By keeping these areas separate, LiSWA will enjoy the savings from that improved efficiency. The annual Base Fee for the first year is \$2,418,795 compared to last years direct labor budget from Stantec of \$3,065,755.

Stantec Engineering services for Phase I improvements is included as a Capital cost in the budget. This estimated \$2.1 million can be rolled into the borrowing for the overall project if the Board choose to do so. A \$2.5 million estimate was provided by LiSWA's Municipal Financial Advisor for the annual debt service.

When LiSWA set the original charges to the partners, we were working with the best information at the time. As you review the budget, you may see some adjustments may be warranted. A review and update to the charges is recommended after the WWTRU adjustment is completed, an updated cost estimate for Phase I improvement is received and the Board adopts a reserving policy.

Please consider approval of the annual budget.

Staff Recommendation:

“Approval of LiSWA 2024/25 Budget.”

LiSWA FYE 2025 BUDGET- DRAFT								
		Final	Proposed	Projected	Projected	Projected	Projected	Projected
	<u>ASSUMPTIONS</u>	Budget	Budget	Projected	Projected	Projected	Projected	Projected
	3% increase annually	2023-24	2024-25	2025-2026	2026-27	2027-28	2028-29	2029-30
<u>EXPENDITURES</u>	<u>Notes</u>	Budget	Budget	Projected	Projected	Projected	Projected	Projected
		FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030
COMMUNICATION	Web Hosting	12,000	2,000	2,060	2,122	2,185	2,251	2,319
INSURANCE	New Provider w/ California Sanitation Risk Management Authority (CSRMA)	330,000	250,000	257,500	265,225	273,182	281,377	289,819
FLEET MAINTENANCE	Large Repairs and Emergency Fuel	20,000	20,000	20,600	21,218	21,855	22,510	23,185
MEMBERSHIP DUES	For potential future memberships	1,000	1,000	1,030	1,061	1,093	1,126	1,159
CONSULTANT SERVICES								
GM Duties	West Yost	531,000	253,500	261,105	268,938	277,006	285,316	293,876
GM Support and Engineering Support	West Yost		227,800	234,634	241,673	248,923	256,391	264,083
Bill Pay and Invoicing	West Yost		89,600	92,288	95,057	97,908	100,846	103,871
Operations Contract Support	West Yost		27,040	27,851	28,687	29,547	30,434	31,347
WWTRF Phase I Improvement Project Support	West Yost		59,040	60,811	62,636	64,515	66,450	68,444
Technical Assistance	West Yost		33,000	33,990	35,010	36,060	37,142	38,256
Industrial Pretreatment Program	West Yost		59,500	61,285	63,124	65,017	66,968	68,977
WWTRU Update	West Yost		15,000	15,450	15,914	16,391	16,883	17,389
Grant Funding Search	West Yost		10,000	10,300	10,609	10,927	11,255	11,593
Accounting/Audit- Placer County	Placer County Controller Assistance and Audit	50,000	100,000	77,250	79,568	81,955	84,413	86,946
Municipal Financial Advisor	Does not include Bond work		10,000	77,250	79,568	81,955	84,413	86,946
LEGAL FEES -	Miliband Water Law, Bond Counsel on non Borrowing	100,000	100,000	103,000	106,090	109,273	112,551	115,927
	Operations, Maintenance, and Management Agreement	5,496,263						
Stantec	Estimate for July		716,500	737,995	760,135	782,939	806,427	830,620
Jacobs 11 Months Base Fee	Annual Base Fee = \$2,418,795		2,217,229	2,283,746	2,352,258	2,422,826	2,495,510	2,570,376
Startup Fee One Time			331,304					
Repair and Maintenance Rebate Account			44,068	45,390	46,752	48,154	49,599	51,087
Solids Handling Rebate Account			916,285	943,774	972,087	1,001,249	1,031,287	1,062,225
Chemical Rebate Account			500,000	515,000	530,450	546,364	562,754	579,637
Engineering	General Support for WWTRF - Jacobs Discount	100,000	100,000	103,000	106,090	109,273	112,551	115,927
City Of Lincoln IT and Public Works Services	IT support for Board Meetings, Meet w/ Ops Contractor, Sweeping, Vac Truck assist, Emergency Flagging	100,000	100,000	103,000	106,090	109,273	112,551	115,927
RENTS AND LEASES - PROPERTY								
Western Placer Waste Management Authority	Pivots Property Rental	57,400	64,000	65,920	67,898	69,935	72,033	74,194
LiSWA Board members (\$200/member/mtg/mo)	Budget for Full Board	9,600	9,600	9,888	10,185	10,490	10,805	11,129
ADVERTISING/OUTREACH	Community Information	7,500	7,500	7,725	7,957	8,195	8,441	8,695
UTILITIES (Includes PGE and Solar)		1,745,000		-	-	-	-	-
PG&E			1,320,000	1,359,600	1,400,388	1,442,400	1,485,672	1,530,242
City of Lincoln Water			38,000	39,140	40,314	41,524	42,769	44,052
Total Energies - Lincoln Solar Star	Solar and Battery Power Purchase Agreement		480,000					
City of Lincoln - Solid Waste			12,000	12,360	12,731	13,113	13,506	13,911
Sonitrol	Physical Plant Security System	20,000	20,000	20,600	21,218	21,855	22,510	23,185
Underground Service Alert	USA membership for pipelines		300	309				
Cyber security/VPN		10,500	10,500	10,815	11,139	11,474	11,818	12,172
REGULATORY FEES		90,000	90,000	92,700	95,481	98,345	101,296	104,335
TOTAL O & M EXPENDITURES-----		\$ 8,680,263	\$ 8,234,766	7,687,366	7,917,668	8,155,198	8,399,854	8,651,850
CAPITAL PROJECTS/REPAIRS								
Stantec WWTRF Improvement Project Engineering	Potential to be Reimbursed with Borrowing Funds		2,100,000					
AC unit replacements in MCC 200, 480, 500	Original AC units are worn out and need replacing.		75,000					
Caustic Feed pump	Original feed pump worn out. Caustic feed pump replacement.		8,000					

Clarifier Splitter gates (3)	Aluminum gates don't last. All three are rotting out and one is not functional.		70,000						
Hach turbidimeters and controllers for filters	Need 5 turbidimeters and 4 controllers to replace remaining original turbidimeters which are failing.		40,000						
LiSWA Sewer Pipeline condition assesment	Condition assesment of the LiSWA gravity sewer		300,000						
Biofilter Removal and Replacement	Media has broken down and is due for replacement		30,000						
Centrifuge #1 Major Service	Centrifuge #1 is due for routine major service.		150,000						
Filter Feed Pump #2	Original Pump is worn out and in need of replacement		200,000						
Influent Pump 2B rebuild	Original pump has failed seals, requires full rebuild		35,000						
Influent Pump 1B impeller	Original impeller is in need of replacement due to wear.		18,000						
TOTAL CAPITAL PROJECTS/REPAIRS		785,000	3,026,000	500,000	500,000	500,000	500,000	500,000	500,000
DEBT EXPENDITURES									
Investment Advisor and Bond Counsel	Cost included in Borrowing								
Estimated Annual Payments for Borrowing Phase I Improvement Project (Including Engineering)			2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000
DEBT PGE Loan		205,200	205,200	205,200	205,200	205,200	205,200	205,200	205,200
TOTAL CAPITAL/DEBT EXPENDITURES-----		\$ 990,200	\$ 8,757,200	\$ 3,205,200	\$ 3,205,200	\$ 3,205,200	\$ 3,205,200	\$ 3,205,200	\$ 3,205,200
ESTIMATED REVENUES-----									
BILLING TO PARTNERS									
Operations Revenue		\$ 8,599,032	\$ 9,052,992	\$ 9,875,340	\$ 11,026,935	\$ 12,142,710	\$ 13,520,115	\$ 15,141,420	
Capital/Debt Revenue		\$ 4,063,199	\$ 4,275,648	\$ 4,667,982	\$ 5,210,388	\$ 5,737,608	\$ 6,388,452	\$ 7,162,920	
OTHER									
		100,000							
Reclaimed Water Charges			\$ 30,000	30,900	31,827	32,782	33,765	34,778	
Rents			\$ 69,090	71,163	73,298	75,497	77,761	80,094	
TOTAL REVENUES-----		\$ 12,762,231	\$ 13,427,730	\$ 14,645,385	\$ 16,342,448	\$ 17,988,596	\$ 20,020,094	\$ 22,419,212	
Projected Total Revenue Less Expenditures		\$ 3,091,768	\$ (3,564,236)	\$ 3,752,819	\$ 5,219,579	\$ 6,628,198	\$ 8,415,039	\$ 10,562,163	
Projected Capital/Debt Revenue Less Expenditures		\$ 3,072,999	\$ (4,481,552)	\$ 1,462,782	\$ 2,005,188	\$ 2,532,408	\$ 3,183,252	\$ 3,957,720	
Projected Operational Revenue Less Expenditures		\$ (81,231)	\$ 818,226	\$ 2,187,974	\$ 3,109,267	\$ 3,987,512	\$ 5,120,261	\$ 6,489,570	

	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030
WWTRU Estimated Growth			1850	2775	3625	4475	5325
WWTRU Estimate	30,532	31,200	33,050	35,825	39,450	43,925	49,250
Operations Charge per WWTRU	23.47	\$ 24.18	\$ 24.90	\$ 25.65	\$ 25.65	\$ 25.65	\$ 25.62
Capital/Debt Charge per WWTRU	11.09	\$ 11.42	\$ 11.77	\$ 12.12	\$ 12.12	\$ 12.12	\$ 12.12